



PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

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

**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
JANUARY 16, 2024
AGENDA**

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

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

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

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

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

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

- *4.A** [Council to take action on Resolution No. 02-24 approving the Intergovernmental Agreement between the City of Buckeye and the Town of Gilbert, relating to cooperative law enforcement training operations; and authorizing the Mayor to execute and deliver said Agreement and related](#)

[documents on behalf of the City.](#)

Summary: The Town of Gilbert and the City of Buckeye wish to enter into an Agreement for the purpose of conducting joint law enforcement training or attending law enforcement training hosted by either party. Such training may include, but is not limited to, recruit and in-service academy training and specialty schools for both sworn and civilian personnel. The Agreement enhances coordination, improves response time and promotes better communication among law enforcement. The joint training also fosters a unified approach to addressing regional challenges by promoting best practices and the efficient use of resources.

Staff Liaison: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-6438

- *4.B** [Council to take action on Task Order No. 14 to the On-Call Consulting Contract \(No. 2022003.22\) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, for SR85 and Southern Traffic Signal/Intersection improvements; and authorize the City Manager to execute and deliver said Task Order on behalf of the City.](#)

Summary: The proposed intersection design improvement project will include a traffic corridor study and final design for a new traffic signal along the SR85 and Southern Avenue intersection. The design improvements will consist of roadway, drainage, signing, pavement marking and traffic signal improvements. The total amount to be paid under this Task Order shall not exceed \$175,697.51.

Staff Liaison: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, (623) 349-6204

- *4.C** [Council to take action on Task Order #13, On-Call Consulting Contract for Engineering and Architectural Services between the City of Buckeye, an Arizona Municipal Corporation, and Kimley-Horn and Associates, Inc., a North Carolina Corporation, for SR85 and Baseline Traffic Signal/Intersection improvements; and authorize the City Manager to execute and deliver the Task Order on behalf of the City.](#)

Summary: The proposed intersection design will include a traffic corridor study and final design for a new traffic signal along the SR85 and Baseline Road Intersection. The design improvements will consist of roadway, drainage, signing, pavement marking and traffic signal improvements. The intersection design is in the amount of \$177,708.77.

Staff Liaison: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, (623) 349-6204

- *4.D** [Council to take action on the adoption of the 2024 Legislative Agenda.](#)

Summary: The Communications and Government Relations Department is seeking Council approval of the 2024 Legislative Agenda, which establishes legislative guidelines and principles for the City to ensure a strong and consistent message on items of the greatest priority. The legislative agenda includes protecting local decision-making authority in the following areas: water resources, local revenue, transportation and aviation, housing, economic development, Luke Air Force Base, and federal priorities.

Staff Liaison: John Raeder, Intergovernmental Relations Coordinator, jraeder@buckeyeaz.gov, (623) 204-8177

- *4.E** [Council to take action on an Agreement between the City of Buckeye, an Arizona municipal corporation, and Vertech Industrial Systems, an Arizona limited liability company, for services required to convert and upgrade the existing SCADA system from Wonderware platform to Inductive Automation's Ignition platform and authorizing the City Manager to execute and deliver on behalf of the City.](#)

Summary: The Water Resources Department uses a Supervisory Control and Data Acquisition (SCADA) system to control all of the systems necessary to operate a sophisticated water and wastewater utilities. The Department wishes to convert and upgrade the SCADA system's hardware and software to Inductive Automation's Ignition software platform to improve system functionality and stability, while reducing software licensing obligations. The total amount to be paid under this Task Order shall not exceed \$732,604.74.

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

- *4.F** [Council to take action on Resolution No. 04-24 to approve a technical amendment to Resolution No. 45-22 designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2022-2023 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 Resolution No. 45-22 on behalf of the governing body.](#)

Summary: Pursuant to state statute, the Arizona Auditor General was provided the name of the Chief Fiscal Officer designated by the governing body to submit the Fiscal Year 2022-2023 Annual Expenditure Limitation Report. However, the Arizona Auditor General's office has requested a technical amendment in the title of Resolution No. 45-22 by adding the language "on behalf of the Governing Body".

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

- *4.G** [Council to take action on the appointment of Nathan Madden as a Regular Member of the Community Services Advisory Board.](#)

Summary: The City encourages community involvement in our programs through our boards and commissions. The Community Services Advisory Board and the Library Advisory Board have been combined into one single Board. Library Advisory Board Member Nathan Madden has asked to be appointed to the Community Services Advisory Board and will serve out the remainder of his current term.

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

- *4.H** [Council to take action on the December 5, 2023 Council Workshop Minutes and December 5, 2023 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. Continued / Tabled Items

- 5.A** [Council to continue the public hearing and action to the February 6, 2024 council meeting, on Ordinance No. 52-23 approving an amendment to the Spurlock Ranch Community Master Plan as described in Case No. PLZZ-21-00028; approving a Development Agreement between the City of Buckeye, Arizona, and Festival Ranch North, LLC, concerning the development of the property; and authorizing the Mayor to execute and deliver the Development Agreement.](#)

Summary: At the December 19, 2023 Regular City Council Meeting, this item was continued to the January 16, 2024 Regular City Council Meeting. The purpose of the continuance was to afford the applicant and staff an opportunity to address Councilmember comments on the application. The applicant has requested additional time (beyond the January 16, 2024 City

Council Meeting) to further consider its application and has requested a continuance to the February 6, 2024 Regular City Council Meeting.

Staff Liaison: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 349-6207

6. Public Hearings / Non-Consent - New Business

6.A [Council to take action on the nomination and appointment of a Vice Mayor for a one-year term beginning January 16, 2024, and ending on January 21, 2025.](#)

Summary: The City Code of Ordinances, Section 2-2-2 - Vice Mayor, requires council to annually elect a vice mayor, by motion, at a scheduled meeting in January. In the absence of the mayor, the vice mayor shall serve as acting mayor and shall have all the powers, duties and responsibilities of the mayor during such absence.

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

7. Comments from the Mayor and Council

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

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

9. Proposals for Future Agenda Items

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

10. Adjournment

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/16/24	AGENDA ITEM: 4.A. FD - Intergovernmental Agreement for cooperative law enforcement training operations between the Town of Gilbert and the City of Buckeye
DATE PREPARED: 01/11/24	DISTRICT NO.: All
STAFF LIAISON: Larry Hall, Police Chief, lhall@buckeeyaz.gov, (623) 349-6438	
DEPARTMENT: Police	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on Resolution No. 02-24 approving the Intergovernmental Agreement between the City of Buckeye and the Town of Gilbert, relating to cooperative law enforcement training operations; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:

The Town of Gilbert and the City of Buckeye wish to enter into an agreement for the purpose of conducting joint law enforcement training or attending law enforcement training hosted by either party. Such training may include, but is not limited to, recruit and in-service academy training and specialty schools for both sworn and civilian personnel.

BENEFITS:

The IGA between the Town of Gilbert and the City of Buckeye enhances coordination, improves response time and promotes better communication among law enforcement. The joint training also fosters a unified approach to addressing regional challenges by promoting best practices and the efficient use of resources.

FUTURE ACTION:

The agreement will be effective on the date it is adopted by both parties and will terminate on June 30, 2028. The Agreement shall automatically renew for additional five (5) year terms under the same terms and conditions, including any adopted amendments in effect at the time of renewal. This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days written notice to the other Party.

FINANCIAL IMPACT STATEMENT:

The Parties, by and through their respective Chief of Police, shall execute a separate written agreement for each cooperative law enforcement training operation listing specific terms that the Non-Host Agency shall pay to the Host Agency for training that falls under the terms of the agreement. Each agreement shall be signed by both Parties before the start of training.

CURRENT FISCAL YEAR TOTAL COST:

Cost to be determined based on use.

BUDGETED:

Yes

FISCAL YEAR:
2023-2024

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

ATTACHMENTS:

[General PSTF Training IGA COB-Gilbert.pdf](#)

[Resolution NO 02-24 COB-Gilbert Law Enforcement Training.docx](#)

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW
ENFORCEMENT TRAINING OPERATIONS BETWEEN THE TOWN OF GILBERT
AND THE CITY OF BUCKEYE

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT.

**INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW
ENFORCEMENT TRAINING OPERATIONS BETWEEN THE TOWN OF
GILBERT AND THE CITY OF BUCKEYE**

THIS AGREEMENT ("Agreement") is entered into as of the _____
("Effective Date") between the TOWN OF GILBERT, an Arizona municipal corporation
("Gilbert"), and the CITY OF BUCKEYE, an Arizona municipal corporation, collectively
known herein as the "Parties" and each individually as "Party."

RECITALS

WHEREAS, the Parties are authorized pursuant to A.R.S. § 11-951, *et. seq.*, and
the respective provisions of their Town/City charters, if any, and related code and
ordinances to enter into intergovernmental agreements to carry out public agency services;
and

WHEREAS, the Parties all perform the function of law enforcement within their
respective jurisdictions; and

WHEREAS, the Parties have a need for cooperative law enforcement training
operations between their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual promises and obligations set
forth herein, and for good and valuable consideration the receipt and sufficiency of which
is hereby acknowledged, the Parties agree as follows.

AGREEMENT

I. PURPOSE OF THE AGREEMENT:

The Parties desire to enter into this Agreement for the purpose of conducting joint
law enforcement training or attending law enforcement training hosted by either Party.
Such training may include, but is not limited to, recruit and in-service academy training
and specialty schools for both sworn and civilian personnel.

II. DEFINITIONS:

- a. "Host Agency" means the City/Town sponsoring or conducting the training.
- b. "Non-Host Agency" means the City/Town that has sent recruits/employees to
train at a Host Agency.
- c. "Partnering Non-Host Agency" means a governmental agency that is not a signed
party to this Intergovernmental Agreement, but who has entered a substantially
similar Intergovernmental Agreement with the Host Agency.

III. Duration, Renewal and Termination:

This Agreement shall become effective on the date it is adopted by the Parties, and shall terminate June 30, 2028. This Agreement shall automatically renew for additional five (5) year terms under the same terms and conditions, including any adopted amendments in effect at the time of renewal.

This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days written notice to the other Party. Notwithstanding the foregoing, if the Host Agency terminates this Agreement, such termination, unless for cause, shall not affect the continued participation of any Non-Host Agency personnel currently attending a training program.

IV. Fees for Training:

The Parties, by and through their respective Chief of Police, shall execute a separate written agreement for each cooperative law enforcement training operation listing specific terms that the Non-Host Agency shall pay to the Host Agency for training that falls under the terms of this Agreement. Each such agreement shall be signed by both Parties prior to the start of training. If the training operation is to take place at the Gilbert Public Safety Training Facility ("PSTF"), fees pursuant to the PSTF Fee Schedule shall be included in the written agreement. If the training operation is to take place at a different Gilbert location, such fees shall be included in the written agreement. In establishing those fees, the Parties may consider the nature and duration of the training, additional expenses associated with participation by the Non-Host Agency, non-monetary contributions by the Non-Host Agency in facilities, personnel or equipment, and the experience, value and goodwill inherent in the Parties training together. The Chief of Police of the Host Agency, or their designee, has the discretion to waive—in whole or in part—applicable fees for the Non-Host Agency, if it is determined to be in the best interest of the Host Agency or in exchange for in-kind services, goods, or materials.

V. Availability of Training:

Nothing in this Agreement requires either Party to host training or to provide seats in any particular training class to a Non-Host Agency.

VI. Training Records:

The Host Agency will provide original training records for Non-Host personnel upon the completion of any training, completion of an in-service training academy, or termination of the recruits' attendance from an in-service training academy or other training pursuant to this Agreement. The Host Agency will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole, according to applicable Arizona State Library and Archives records retention schedules.

VII. Equipment and Assistance With Training:

The Host Agency shall provide information to the Non-Host Agency that specifies the equipment and materials that the Non-Host Agency must provide to its employee(s) in order for the employee(s) to participate in the training program. The Non-Host Agency agrees to provide such equipment to its employee(s) as a condition of participating in the training program.

Upon reasonable request by the Host Agency and in consultation with and concurrence of the Non-Host Agency, the Non-Host Agency agrees to provide instructors or administrative assistance to the Host Agency. When the Non-Host Agency has facilities such as a driving track, firearm range, etc. that can facilitate a specific training, the Non-Host Agency agrees to allow the Host Agency to incorporate such facilities into the training when feasible and in the best interest of all Parties.

VIII. Discipline and Academic Requirements:

The Host Agency reserves the right—in its sole discretion—to decide whether the employees from the Non-Host Agency are maintaining the minimum requirements necessary to continue in the training. The Host Agency also retains the right—in its sole discretion—to remove a Non-Host Agency employee from training for training, academic, ethical, or disciplinary standards applicable to all law enforcement-training participants.

Host Agency, Non-Host Agency, and Partnering Non-Host Agency employees shall be treated in the same manner for purposes of training, academics, ethics and discipline. Should the need arise for an Internal Affairs investigation into the actions of a Non-Host Agency employee, the Non-Host Agency will conduct the investigation of its own employee(s).

The Host Agency will have the sole authority over (1) the curriculum and content of instruction, (2) the training schedule and hours, (3) decisions about whether Non-Host employees should remain in the training, and (4) the implementation and execution of policies and procedures applicable to the training.

The Non-Host Agency understands, in certain training programs, the curriculum will consist of the standard Host Agency training. Although some facilitation of cross-training on Non-Host Agency materials may occur (when feasible), training based heavily on policy and procedure shall focus on the policies and procedures of the Host Agency.

The Host Agency will maintain communication with the Non-Host Agency on issues such as academics, physical fitness, discipline, Arizona POST requirements, or other concerns that impact an employees' ability to successfully complete the training program. The Host Agency will consult with the Non-Host Agency if/when an employee of the Non-Host Agency is in jeopardy of being separated from a training program for performance issues.

IX. Agreement to Hold Harmless:

Each Party shall indemnify, defend, and hold harmless the other Party and any of its departments, agencies, officers, or employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by such Party on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the indemnifying Party, its employees, officers, directors, agents, representatives, or contractors (or their employees, agents, or representatives) in connection with or incident to the performance of this Agreement. The indemnifying Party's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the other Party. Each Party's obligations under this paragraph shall survive the termination of this Agreement.

X. Contract Administrator:

The Contract Administrators for this Agreement are the Training Lieutenants of the Parties' Police Departments, or their designees.

XI. Notices:

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be in writing and mailed or delivered to the respective Parties as follows:

If to Gilbert:	Chief of Police Gilbert Police Department 75 E. Civic Center Dr. Gilbert, Arizona 85296
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If to Buckeye:	Chief of Police Buckeye Police Department 21699 West Yuma Road Buckeye, AZ 85326
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XII. Other Duties Imposed by Law:

Nothing in this Agreement shall be construed as relieving the Parties of any obligation or responsibility imposed on it by law.

XIII. Waiver of Terms and Conditions:

The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement, or to exercise any right or privilege contained herein, shall not be considered as thereafter waiving such terms, conditions, rights, or privileges, and they shall remain in full force and effect.

XIV. Conflict of Interest:

The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

XV. Compliance with Laws and Policies:

The Parties shall comply with all federal, state, local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement, and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.

XVI. Employment Status and Compensation of Law Enforcement Officers:

The Parties shall each provide workers' compensation insurance, salary, benefits, appropriate equipment, and uniforms for their respective employees.

Except as otherwise provided by law, specifically A.R.S. § 23-1022(D), in the performance of this Agreement, each Party hereto will be acting in its individual governmental capacity and not as an agent, employee, partner, joint venture, or associate of the other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

XVII. Workers' Compensation/Posting:

Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of Host, Non-Host, and Participating Host Agencies training under this Agreement shall be deemed to be an employee of all agencies. The parent agency shall be solely liable for payment of workers' compensation benefits. The Host Agency agrees to provide any posting and notice to the employees, as required A.R.S. §23-1022(E) or otherwise provided by law.

XVIII. Compliance with Civil Rights:

The Parties to this Agreement agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4, and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with

Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

XIX. Compliance with the E-VERIFY Program:

To the extent provisions of A.R.S. § 41-4401 are applicable, each Party warrants to the other Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A).

A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

The Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement, or any related subcontract, to ensure compliance with the warranty given above.

Either Party may conduct a random verification of the employment records of the other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XX. No Joint Venture:

It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XXI. No Third-Party Beneficiaries:

Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XXII. Non-Assignment:

Neither Party shall assign its interest in this Agreement, either in whole or in part.

XXIII. Severability:

If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

XXIV. Governing Law, Dispute Resolution, and Jurisdiction:

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and other costs of litigation.

XXV. Entire Agreement:

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either expressed or implied, written, or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below:

Town of Gilbert

City of Buckeye

Brigette Peterson, Mayor

Eric W. Orsborn

ATTEST:

ATTEST:

Chaveli Herrera, Town Clerk

Lucinda Aja, City Clerk

APPROVED AS TO FORM: The undersigned attorney acknowledges that they have reviewed the above agreement on behalf of Gilbert, and has determined that this Agreement is in proper form and is within the powers and authority granted to Gilbert under the laws of the State of Arizona.

APPROVED AS TO FORM: The undersigned attorney acknowledges that they have reviewed the above agreement on behalf of the City of Buckeye, and has determined that this Agreement is in proper form and is within the powers and authority granted to Buckeye under the laws of the State of Arizona.

Chris Payne, Town Attorney

K. Scott McCoy, City Attorney

RESOLUTION NO. 02-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BUCKEYE AND THE TOWN OF GILBERT, RELATING TO COOPERATIVE LAW ENFORCEMENT TRAINING OPERATIONS; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, Arizona (“City”) and the Town of Gilbert (“Gilbert”) (collectively the “Parties”) are authorized pursuant to A.R.S. § 11-951, et. seq., and the respective provisions of their Town/City charters, if any, and related code and ordinances to enter into intergovernmental agreements to carry out public agency services; and

WHEREAS, the Parties all perform the function of law enforcement within their respective jurisdictions; and

WHEREAS, the Parties have a need for cooperative law enforcement training operations between their respective jurisdictions.

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

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

Section 2. The Mayor and City Council hereby (i) approve the Intergovernmental Agreement between the City of Buckeye and the Town of Gilbert, and (ii) authorize the execution and delivery of the Intergovernmental Agreement and any associated documents.

Section 3. The Mayor, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments connected with the Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this __ day of _____ 2023.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

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

MEETING DATE: 01/16/24	AGENDA ITEM: 4.B. CIP - CIP No. 108070 Traffic Signal/Intersection Improvements: SR 85 & Southern Avenue
DATE PREPARED: 01/11/24	DISTRICT NO.: 1
STAFF LIAISON: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, (623) 349-6204	
DEPARTMENT: Engineering	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Task Order No. 14 to the On-Call Consulting Contract (No. 2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, for SR85 and Southern Traffic Signal/Intersection improvements; and authorize the City Manager to execute and deliver said Task Order on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:

With several development projects along the SR85 corridor being in design, it is anticipated that the traffic generated from these developments will fuel the need for traffic control improvements along SR85/Southern intersection. The proposed intersection design will include a traffic corridor study and final design for a new traffic signal along the SR85 and Southern Intersection. The design improvements will consist of roadway, drainage, signing, pavement marking and traffic signal improvements.

BENEFITS:

Improving the intersection will increase safety and reduce delays for the traveling public.

FUTURE ACTION:

Once the design improvements are complete, a construction contract will be presented to City Council for approval.

FINANCIAL IMPACT STATEMENT:

CIP #108070 is identified as a high priority and is programmed to commence in FY25. However, due to the speed of incoming development design (Kore Power and Ten 85), this CIP is being accelerated to FY24 and funded through other project savings in an interim condition, until FY25 where funds will be restored to the FY24 project(s).

CURRENT FISCAL YEAR TOTAL COST:

The total cost of the Task Order for the design improvement project is \$175,697.51.

BUDGETED:

Yes

FISCAL YEAR:

FY25

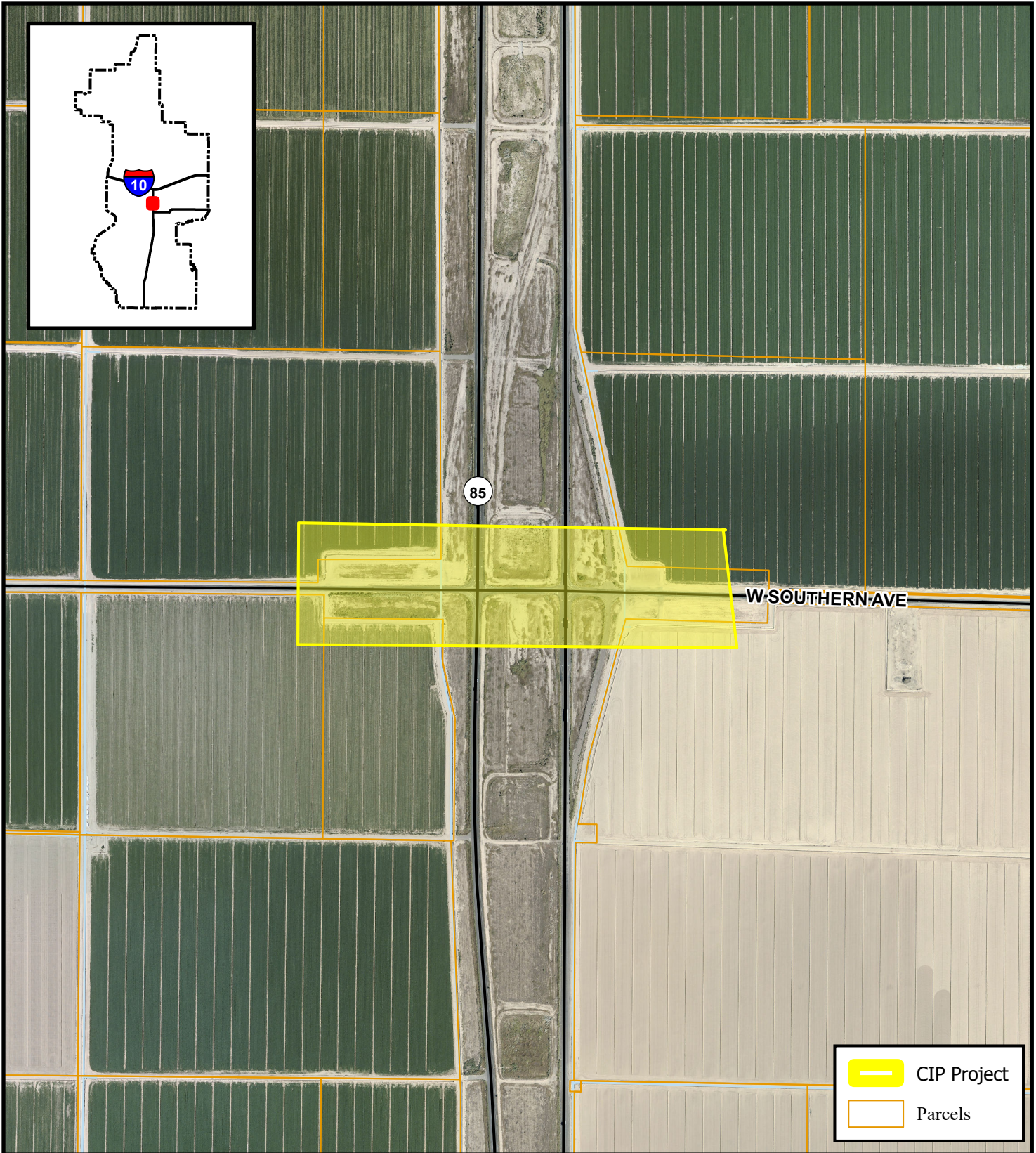
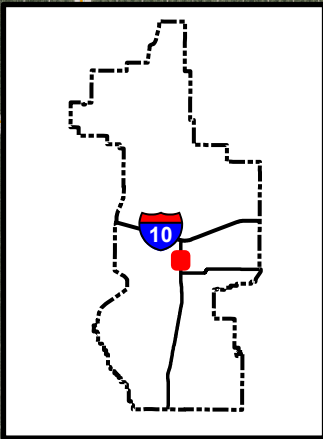
FUND/DEPARTMENT:

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

ATTACHMENTS:

[CIP108070_8x10.pdf](#)

[TO 14 to Contract No. 2022003.22 Kimley Horn.pdf](#)



While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

CIP 108070 Traffic Signal/Intersection Improvements: SR 85 & Southern Avenue

0 250 500 1,000 Feet



**ON-CALL CONSULTING TASK ORDER
FOR ENGINEERING AND ARCHITECTURAL SERVICES
BETWEEN
THE CITY OF BUCKEYE
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

**ON-CALL CONSULTING CONTRACT NO. 2022003.22
TASK ORDER #14
SR85 and Southern Avenue – Traffic Signal Design Improvements**

THIS TASK ORDER #14 (this “Task Order”) is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the “City”), and Kimley-Horn and Associates, Inc., a North Carolina corporation (the “Consultant”). This Task Order is subject to and governed by the terms and conditions of On-Call Consulting Contract No. 2022003.22 between the City and Consultant, dated March 1, 2022 (the “Contract”).

**ARTICLE 1
SCOPE OF SERVICES**

Consultant shall provide consulting services for the SR85 and Southern Avenue – Traffic Signal Design Improvements project, as more fully set forth in the Consultant’s Proposal, which is attached hereto as **Exhibit A** and incorporated as if fully set forth herein (the “Work”).

**ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES**

The Consultant shall commence work upon the issuance by the City of a Notice to Proceed, and complete the services and deliverables on or before June 30, 2024, unless this Task Order is earlier terminated pursuant to the terms and conditions of the Contract.

**ARTICLE 3
FEE BREAKDOWN**

Consultant shall be paid in accordance with the fee schedule set forth in the Contract. The total cost to complete the Work shall not exceed **One Hundred Seventy-Five Thousand Six Hundred Ninety-Seven Dollars and Fifty-One Cents (\$175,697.51)**, as set forth in **Exhibit A**.

**ARTICLE 4
ADDITIONAL TERMS**

This Task Order is subject to the terms and requirements of the Contract and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Task Order, the Consultant certifies its compliance with A.R.S. § 35-393.01.

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

If there is any discrepancy between the terms and conditions of this Task Order, the Contract, and **Exhibit A** to this Task Order, the documents shall govern in that order.

ARTICLE 5 EXHIBITS

This Task Order includes and incorporates the following Exhibit:

Exhibit A – Consultant's Proposal

[SIGNATURE PAGE TO FOLLOW]

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

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.
a North Carolina corporation



Brian Smalkoski, Vice President

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:



William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**EXHIBIT A
TO
TASK ORDER #14

CONSULTANT'S PROPOSAL**



October 31, 2023

Mr. Paul Nuno
Construction Project Management Division
City of Buckeye
530 Monroe Avenue
Buckeye, AZ 85326

Re: ***SR85 and Southern Avenue Intersection
Traffic Signal Design Improvements
Scope of Services and Fee Proposal
Revision Number 1***

Dear Mr. Nuno:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Buckeye (the "City" or "Client") to provide final design services for traffic signal improvements at the intersection of SR85 and Southern Avenue.

Project Understanding and Purpose

The intersection of SR85 and Southern Avenue is located in the City of Buckeye, Arizona. The intersection is located within Arizona Department of Transportation (ADOT) right-of-way. SR85 is currently a divided highway with 2 lanes northbound and 2 lanes southbound. Southern Avenue is currently a 2-lane undivided roadway.

The SR85 & Southern Avenue intersection is stop controlled in the eastbound and westbound direction. The intersection configuration consists of a left turn, two thru lanes, and a right turn lane in both the northbound and southbound directions. One thru lane in each direction and a slip right turn lane is provided in the eastbound and westbound directions.

Nearby industrial developments are in the early stages of design. It is anticipated the traffic generated from these developments will necessitate the need for traffic control improvements at the intersection.

The purpose of this project is to design a new traffic signal for the SR85 and Southern Avenue intersection. A traffic analysis will be performed to determine the necessary lane configurations and storage volumes. The design improvements will consist of roadway, drainage, signing, pavement marking, and traffic signal improvements.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

The services of this contract are being provided in parallel with the services of the SR85 and Baseline Road project and some scope of work tasks are shared between the two contracts, such as joint project meetings. The proposed contract hours for shared scope of work tasks are split evenly between the two contracts. Tasks where contract hours are split between contracts are indicated below and in **Appendix A**.

Project Management and Coordination

Task 1. – Project Management and Meetings

Project management includes contract management and internal meetings with staff. This task consists of coordination and administration of the day-to-day operations of the project, including organizing and filing project data and communication files, responding to project correspondence including emails, performance of monthly budget updates, and schedule monitoring. This task also includes the management of sub-consultants and interfacing and communication determined to be reasonably necessary to keep stakeholders informed.

This task includes the preparation of monthly invoices to the City for services performed. As a part of those invoices, Kimley-Horn will submit monthly progress reports to the City's Project Manager summarizing tasks in progress, upcoming scheduled tasks, and identified design issues.

Kimley-Horn will attend one (1) Project Kickoff Meeting, which will be scheduled following the receipt of Notice to Proceed (NTP). The Project Kickoff Meeting will be held online via Microsoft Teams and will be scheduled in coordination with City staff.

Kimley-Horn will attend up to two (2) comment resolution meetings and up to three (3) additional project progress/stakeholder coordination meetings. Comment resolution meetings will be held following each submittal stage. Project progress/stakeholder coordination meetings will be held at the request of the City. It is assumed that all meetings will be online via Microsoft Teams.

Kimley-Horn will prepare agendas, sign-in sheets, presentations, handout materials, and meeting notes for all meetings.

Kimley-Horn will perform a field review to verify the topographic survey and above-ground utility features. Kimley-Horn will document the site visit with photographs. Kimley-Horn will inform City staff of the field review one week prior to the field review taking place.

*Proposed contract hours for Project Management, Project Meetings, and Field Reviews are split evenly between the two contracts, as indicated in **Appendix A**.*

Task 2. – Data Collection and Base Map

The City will furnish the latest as-builts and quarter section maps for City-owned facilities (water, sewer, right-of-way, storm drain, and aerial imagery) that are available for the project limits to Kimley-Horn.

Kimley-Horn's subconsultant, Landcor Consulting, will collect topographic survey, as outlined in **Task 14**.

Kimley-Horn will utilize the topographic survey and existing record drawings acquired from the City to develop a project base map in AutoCAD. Existing right-of-way will be established based on information obtained from the City and from Maricopa County Assessor's website.

Task 3. – ADOT Coordination

Kimley-Horn will assist the City with coordinating the proposed improvements with ADOT. It is assumed the City will lead the coordination effort and Kimley-Horn will provide assistance. Coordination tasks will consist of submitting plans to ADOT for review, responding to and addressing ADOT comments, and attending coordination meetings with ADOT at the request of the City.

This contract allows for receiving and responding to up to two (2) round of comments from ADOT. This contract allows for meetings with ADOT, which are included as stakeholder coordination meetings above in **Task 1**. If additional submittals to ADOT or addressing additional ADOT comments is required, or if Kimley-Horn attends a number of meetings in excess than those indicated in **Task 1**, a contract modification will be prepared for additional services.

It is assumed the Contractor will apply for an Encroachment Permit for the construction activities.

Kimley-Horn makes no warranty that ADOT will approve the proposed design or will issue the permits and approvals desired by the Client. Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the client and others. Kimley-Horn does not guarantee that the outcome of permits or approvals or the timeline associated with those permits or approvals.

*Proposed contract hours for ADOT Coordination are split evenly between the two contracts, as indicated in **Appendix A**.*

Task 4. – Utility Coordination

Kimley-Horn will submit a BlueStake ticket to request utility mapping from existing private utility companies with facilities within the project limits. Kimley-Horn will use the information obtained from the private utility company mapping to prepare an existing utilities base file.

Kimley-Horn will identify readily apparent utility conflicts with the proposed improvements and will communicate those potential utility conflicts to the City and the private utility companies.

Kimley-Horn will prepare utility clearance letters to send to the utility companies following each submittal stage. Kimley-Horn will coordinate with the utility companies to request signed utility clearance letters. Obtained signed clearance letters will be provided to the City prior to the Final submittal.

Kimley-Horn will review private utility relocation designs prepared by the private utility companies. Kimley-Horn will not design private utility relocations.

Kimley-Horn will schedule and lead up to two (2) general utility coordination meetings. The purpose of these meetings will be to inform the companies of the proposed roadway layout, to identify potential utility conflicts, to discuss potential relocation concepts, and to identify if additional right-of-way or utility easements will be needed. Utility coordination meetings will be held following the 60% and 90% design submittal stages.

*Proposed contract hours for Utility Coordination Meetings are split evenly between the two contracts, as indicated in **Appendix A**.*

Final Design Plans, Specifications, and Estimates

Kimley-Horn will prepare a traffic memorandum to determine the lane configurations needed for the final design. Following approval of the traffic memorandum's recommended improvements by both ADOT and the City, Kimley-Horn will proceed with preparing Final Design plans.

Final design plans for the SR85 & Southern Avenue Intersection will be developed to 60%, 90% and 100%/Final design levels.

Due to the accelerated schedule requested by the Client, the 30% submittal stage is not included as a part of this contract.

Task 5. – Roadway Plans

Kimley-Horn will prepare final design roadway plans in accordance with ADOT and City of Buckeye design standards. ADOT standard specifications will be utilized for improvements within ADOT right-of-way, and City of Buckeye/Maricopa Association of Governments (MAG) design standards will be utilized for improvements with City right-of-way.

The proposed paving plans will be shown on combined plan and profiles sheets at 1 inch = 20 feet (horizontally) and 1 inch = 2 feet (vertical) along Southern Avenue and a scale of 1 inch = 40 feet (horizontally) and 1 inch = 4 feet (vertical) along SR85. Profiles will detail the edges of pavement and roadway crown line (if applicable). Removals will be shown on the paving plans and separate sheets will not be provided.

Roadway plan sheets for SR85/Southern Avenue anticipated for this project consist of the following:

- Cover Sheet (1 Sheet)
- Legend & General Note Sheet (1 Sheet)
- Geometric Control Sheet (1 Sheet)
- Typical Section Sheet (2 Sheets)
- Miscellaneous Detail Sheet (1 Sheet)
- Southern Avenue Paving Plan Sheets (1" = 20' scale) (4 Sheets)
- SR85 Paving Plan & Profile Sheets (1" = 40' scale) (2 Sheets)

Kimley-Horn will prepare a 3D model in AutoCAD for the purposes of developing cut/fill lines and approximating earthwork quantities. Roadway cross-sections and roadway cross-section sheets are not included as a part of this contract.

Due to the unknown nature of the required design improvements, this contract assumes roadway improvements will consist of typical roadway widening associated with adding or modifying intersection turn lanes. If ADOT or the City requests improvements that require additional design in excess of the hours assumed for this contract, Kimley-Horn will inform the City and a contract modification will be prepared for additional services.

Task 6. – Drainage Plans

Kimley-Horn will prepare plan sheets detailing modifications to existing basins, roadside ditches, and culverts necessitated by the proposed roadway improvements. The following drainage plan sheets are anticipated for this project:

- Drainage Detail Sheets (2 Sheets)

It is anticipated that the only drainage improvements will be revising the existing retention basins based on impacts from the new roadway limits. No new hydrology will be completed.

Kimley-Horn will prepare a Drainage Memorandum to document the drainage design. The drainage design will follow ADOT and City of Buckeye Standards. Kimley-Horn will prepare a Draft Drainage Memorandum for 60% submittal. Kimley-Horn will respond to comments and submit the Final Drainage Memorandum with the 90% submittal.

Task 7. – Signing and Marking Plans

Kimley-Horn will prepare signing and pavement marking plans in accordance with the City of Buckeye and ADOT standards and the Arizona Supplement to the Manual on Uniform Traffic Control Devices (MUTCD).

Kimley-Horn will perform a field investigation and document the existing signs for the project limits (included in **Task 1**).

Kimley-Horn will develop signing and pavement marking plans at a 1 inch = 40 feet scale (double stacked) and will include the following sheets:

- General Signing and Pavement Marking Notes (1 Sheet)
- Sign Summary Sheets (4 Sheets)
- SR85 Signing Removal and Pavement Marking Obliteration Plans (1 Sheet)
- Southern Avenue Signing Removal and Pavement Marking Obliteration Plans (1 Sheet)
- SR85 Pavement Marking Plans (1 Sheet)
- Southern Avenue Pavement Marking Plans (1 Sheet)
- SR85 Signing Plans (1 Sheet)
- Southern Avenue Signing Plans (1 Sheet)

Task 8. – Traffic Signal Plans

Kimley-Horn will prepare traffic signal plans for the intersection of SR85 and Southern Avenue in accordance with the City of Buckeye and ADOT design standards and the Arizona Supplement to the MUTCD.

Kimley-Horn will perform a field investigation and document the existing conditions at the intersection of SR85 and Southern Avenue (included in **Task 1**).

Kimley-Horn will prepare the traffic signal plan sheets at a 1 inch = 20 feet scale. Traffic signal plans will be submitted at 60%, 90% and 100%/Final submittal stages.

The following traffic signal plan sheets are anticipated:

- General Notes (1 Sheet)
- SR85 and Southern Avenue Traffic Signal Plans (2 Sheets)
- SR85 and Southern Avenue Pole Schedule (1 Sheet)
- SR85 and Southern Avenue Conductor Schedule/ Internally Illuminated Street Name Sign Formats (1 Sheet)

ITS design will follow City of Buckeye Standards and will be included on the traffic signal plan sheets.

Street lighting improvements will be provided on the new traffic signal poles. No separate street lighting is proposed, and separate street light plans are not included in this contract.

This contract assumes the design of a standard ADOT traffic signal. If ADOT or the City requests improvements that require additional design in excess of the hours assumed for this contract (for example, "Prepare to Stop When Flashing" system implementation), Kimley-Horn will inform the City and a contract modification will be prepared for additional services.

Task 9. – Traffic Study Memorandum

Kimley-Horn will prepare a Traffic Study Memorandum for the SR85 and Southern Avenue intersection interim traffic signal improvements for a 2030 design year. Activities will include a detailed evaluation of the intersection relative to traffic operations and include all methodologies identified in the ADOT guidelines. Existing conditions will not be analyzed.

Kimley-Horn will document study area traffic features to support a Synchro model development and collect existing peak period traffic counts at SR85 and Southern Avenue and 24-hour bidirectional counts on SR85 and Southern Avenue.

Kimley-Horn will develop design year AM and PM peak hour traffic volumes by using historical traffic counts from ADOT's Traffic Data Management System, collected traffic counts, and approved traffic impact analyses for developments along the SR85 corridor supplied by the City of Buckeye to determine future growth in the area. Design year (2030) traffic analysis will be performed for the "no-build" condition, and the Consultant will identify geometric and/or operational deficiencies at the intersections.

Kimley-Horn will develop a recommended intersection configuration, storage lengths, signal timing, and signal phasing for the SR85 & Southern Avenue intersection.

Design year traffic analysis will be performed for these design year recommended improvements. Traffic analysis will be performed using Synchro study area intersections for weekday AM and PM peak hours.

Kimley-Horn will prepare a draft Traffic Study Memorandum and submit to the City for review prior to the 60% design. Review comments will be logged and addressed. The final Traffic Study Memorandum will be finalized and submitted with the 60% design plans.

Task 10. – Engineer's Opinion of Probable Cost

An engineer's opinion of probable cost (EOPC) will be developed at each submittal stage. Quantities will be compiled in a list and will be labeled using City bid item numbers. Unit prices will be derived using readily available bid data from projects with similar improvements.

Task 11. – Technical Specifications

Kimley-Horn will prepare technical specifications for the propose design elements based on a City of Buckeye technical specifications boilerplate template and ADOT and MAG standard specifications

Draft project technical specifications will be provided starting with the 90% design submittal and final project technical specifications will be provided at the 100% design submittal.

Task 12. – Submittals and QA/QC

Three submittals are included as part of this contract: 60%, 90%, and 100%/Final. The 100% review is assumed to be verification that the 90% comments were adequately addressed in the 100% submittal. If new direction is provided and additional revisions to the plans not previously requested are necessary, the Consultant will notify the City and request additional services. The following table provides a summary of the design elements that will be provided at each submittal stage:

Design Element	Prelim	60%	90%	Final
Roadway/Paving Plans		X	X	X
Drainage Plans		X	X	X
Signing & Marking Plans		X	X	X
Traffic Signal Plans		X	X	X
Traffic Study Memorandum	X	X	X	
Drainage Memorandum		X	X	
EOPC		X	X	X
Technical Specifications			X	X
Geotechnical Investigations		X		
Street Lighting Photometrics (if authorized)		X	X	X

Each submittal will consist of electronic PDF versions of the documents listed above.

Following each submittal, Kimley-Horn will compile received comments into a Summary of Comments form. Kimley-Horn will provide comment responses and will address comments prior to the subsequent submittal.

Kimley-Horn will perform internal quality control interdisciplinary reviews prior to each submittal which will included compiling a preliminary set of plans for review which can be provided to the City if requested for a preview of the upcoming submittal package.

Allowances

All allowances are to be used at the discretion of the City of Buckeye and require approval by the City's Project Manager in writing prior to work being performed or billed.

Task 13. – Owner’s Design Allowance

An owner’s design allowance is included in the amount of \$10,000.00. This allowance will be utilized as directed by the City to cover additional tasks not included in this scope of services. The City will provide notice to Kimley-Horn in writing authorizing use of this allowance for any tasks for services.

Direct Expenses

Direct reimbursable expenses such as express delivery services, fees, vehicular mileage, and other direct expenses will be billed at times cost. A summary of anticipated expenses is shown in **Appendix A** of this document.

Subconsultant Services**Task 14. – Topographic Survey**

Kimley-Horn’s subconsultant Landcor Consulting will provide topographic survey. Landcor Consulting’s scope of services is included as **Appendix C**.

Task 15. – Geotechnical Investigations

Kimley-Horn’s subconsultant Ethos Engineering, LLC will provide geotechnical investigations. Ethos’ scope of services is included as **Appendix D**.

Task 16. – Traffic Counts

Kimley-Horn’s subconsultant Field Data Services (FDS) will provide traffic counts. FDS’s scope of services is included as **Appendix E**.

Services Not Included

Any other services, including but not limited to the following, are not included in this Task Adjustment:

- Environmental Services
- Pothole investigations
- Post-design or construction phase services
- Public involvement
- Cross-section plan sheets
- Title reports, appraisals, negotiations, or other land & title services
- Right-of-way acquisition
- Legal descriptions and exhibits
- Any other services not specifically listed above

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

Schedule

This contract assumes the design schedule included in **Appendix B**. Following receipt of NTP, we will work with the City Project Manager to develop a detailed submittal schedule. We will provide our services as expeditiously as practicable with the goal of completing the final design this schedule.

Kimley-Horn is not responsible and shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies such as ADOT or private utilities

Fees and Expenses

Kimley-Horn will perform the services in **Tasks 1 - 16** on a labor fee plus expense basis with the maximum labor fee shown in **Appendix A**.

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

APPENDIX A
FEE SUMMARY

Summary of Consultant's Compensation



10/31/2023

Project Location: SR85 and Southern Avenue
 Project Description: Traffic Signal Design Improvements
 Revision Number: 1

1001 W Southern
 Avenue, Suite 131
 Mesa, AZ 85210
 480.207.2666

CONTRACT LABOR			
<u>Classification</u>	<u>Man Hours</u>	<u>Billable Rates</u>	<u>Labor Costs</u>
Senior Professional II	39	\$ 240.00	\$ 9,360.00
Senior Professional I	113	\$ 225.00	\$ 25,425.00
Professional	332	\$ 170.00	\$ 56,440.00
Analyst/ Designer	372	\$ 135.00	\$ 50,220.00
Admin	24	\$ 100.00	\$ 2,400.00
Subtotal Contract Labor			\$ 143,845.00

DESIGN ALLOWANCES			
<u>Classification</u>	<u>Man Hours</u>	<u>Billable Rates</u>	<u>Labor Costs</u>
Senior Professional II	0	\$ 240.00	\$ -
Senior Professional I	0	\$ 225.00	\$ -
Professional	0	\$ 170.00	\$ -
Analyst/ Designer	0	\$ 135.00	\$ -
Admin	0	\$ 100.00	\$ -
Owner's Design Allowance			\$ 10,000.00
Subtotal Design Allowances			\$ 10,000.00

DIRECT AND OUTSIDE EXPENSES	
<u>General Expenses</u>	\$ 156.00
Subtotal Direct & Outside Expenses	\$ 156.00

SUBCONSULTANT SERVICES		
<u>Subconsultant</u>	<u>Task</u>	<u>Fee</u>
Landcor Consulting	Topographic Survey	\$ 7,950.00
Ethos Engineering, LLC	Geotechnical Investigations	\$ 13,106.51
Field Data Services	Traffic Counts	\$ 640.00
Subtotal Subconsultant Allowances		\$ 21,696.51

TOTALS

Subtotal Contract Labor	\$ 143,845.00
Subtotal Direct & Outside Expenses	\$ 156.00
Subtotal Contract Fee	\$ 144,001.00
Subtotal Design Allowances	\$ 10,000.00
Subtotal Subconsultant Allowances	\$ 21,696.51
Subtotal Allowances	\$ 31,696.51
Total Contract Fee & Allowances	\$ 175,697.51

Detail of Consultant's Compensation
City of Buckeye
SR85 and Southern Avenue - Traffic Signal Design Improvements
Revision Number 1

TASK DESCRIPTION	SUBTOTAL		Senior Professional II	Senior Professional I	Professional	Analyst/ Designer	Admin		
		\$	240.00	\$	225.00	\$	135.00	\$	100.00
TASK 1 - PROJECT MANAGEMENT AND MEETINGS									
Project Administration, Bi-Weekly Progress Reports, Invoicing (Assumes 8 month contract)	\$	5,040.00	3	10	11	-	2		
Project Kickoff Meeting (up to 1)	\$	1,100.00		4			2		
Meeting Agenda and Notes	\$	635.00	1	1	1				
Comment Resolution Meetings (up to 2)	\$	170.00			1				
Meeting Agenda and Notes	\$	1,270.00	2	2	2				
Stakeholder Coordination Meetings (up to 3)	\$	340.00			2				
Meeting Agenda and Notes	\$	395.00		1	1				
Project Field Review	\$	340.00			2				
Note: hours for this task listed above are split between this contract and the SR85/Baseline Road contract									
TASK 2 - DATA COLLECTION & BASE MAP									
Collecting Maps and Quarter Sections	\$	2,570.00	-	-	7	8	3		
Developing Project Base Map from Survey	\$	470.00				2	2		
Establishing Existing Right-of-way	\$	1,220.00			4	4			
Survey Subconsultant Coordination	\$	610.00			2	2			
	\$	270.00				1	1		
TASK 3 - ADOT COORDINATION									
ADOT Coordination	\$	2,540.00	4	4	4	-	-		
ADOT Coordination Meetings (Included in Task 1)	\$	2,540.00	4	4	4				
ADOT Submittals and Comment Resolution (Included in Task 12)	\$	-							
	\$	-							
Note: hours for this task listed above are split between this contract and the SR85/Baseline Road contract									
TASK 4 - UTILITY COORDINATION									
Blue Stake, Collect As-Builts	\$	4,650.00	-	4	13	4	10		
Develop Utility Base Map	\$	400.00					4		
Identify Utility Conflicts & Coordinate with Utility Companies	\$	880.00			2	4			
Prepare and Distribute Utility Conflict Letters (3 Submittals)	\$	1,130.00		2	4				
General Utility Coordination Meetings (up to 2)	\$	1,110.00			3	6			
Meeting Agenda and Notes	\$	790.00		2	2				
	\$	340.00			2				
Note: hours for this task listed above are split between this contract and the SR85/Baseline Road contract									

Detail of Consultant's Compensation
City of Buckeye
SR85 and Southern Avenue - Traffic Signal Design Improvements
Revision Number 1

		Senior Professional II	Senior Professional I	Professional	Analyst/ Designer	Admin
		\$	\$	\$	\$	\$
TASK 5 - ROADWAY PLANS	TASK DESCRIPTION	SUBTOTAL	\$	240.00	\$	225.00
Initial Alignments, Layouts, and Profiling		\$ 38,480.00	-	22	94	130
Cover Sheet (1 Sheet)		\$ 3,500.00		2	10	10
Legend & General Notes Sheet (1 Sheet)		\$ 835.00		1	2	2
Geometric Control Sheet (1 Sheet)		\$ 835.00		1	2	2
Typical Section Sheet (2 Sheet)		\$ 1,905.00		2	3	7
Miscellaneous Details Sheets (1 Sheet)		\$ 3,090.00		2	6	12
Southern Avenue Paving Plan & Profile Sheets (1"=20') (4 Sheets)		\$ 1,905.00		2	3	7
SR85 Paving Plan & Profile Sheets (1"=40') (2 Sheets)		\$ 15,340.00		8	32	60
3D modeling and grading		\$ 7,670.00		4	16	30
		\$ 3,400.00			20	
TASK 6 - DRAINAGE PLANS		\$ 10,005.00	8	-	15	41
Drainage Detail Sheets (2 Sheets)		\$ 3,870.00	4		6	14
Draft Drainage Memorandum		\$ 3,930.00	2		6	18
Final Drainage Memorandum		\$ 2,205.00	2		3	9
TASK 7 - SIGNING AND MARKING PLANS		\$ 22,035.00	-	17	42	82
General Notes (1 Sheet)		\$ 835.00		1	2	2
Sign Summary Sheets (4 Sheets)		\$ 4,420.00		4	8	16
SR85 Removal Plans (1"=40') (Double Stacked) (1 Sheet)		\$ 2,210.00		2	4	8
Southern Ave Removal Plans (1"=40') (Double Stacked) (1 Sheet)		\$ 2,210.00		2	4	8
SR85 Pavement Marking Plans (1"=40') (Double Stacked) (1 Sheet)		\$ 3,090.00		2	6	12
Southern Ave Pavement Marking Plans (1"=40') (Double Stacked) (1 Sheet)		\$ 3,090.00		2	6	12
SR85 Signing Plans (1"=40') (Double Stacked) (1 Sheet)		\$ 3,090.00		2	6	12
Southern Ave Signing Plans (1"=40') (Double Stacked) (1 Sheet)		\$ 3,090.00		2	6	12
TASK 8 - TRAFFIC SIGNAL PLANS		\$ 22,305.00	-	17	42	84
General Notes (1 Sheet)		\$ 1,105.00		1	2	4
SR85 and Southern Ave Traffic Signal Plan (1"=20') (2 Sheets)		\$ 6,630.00		6	12	24
SR85 and Southern Ave Pole Schedule (1 Sheet)		\$ 6,180.00		4	12	24
SR85 and Southern Ave Conductor Schedule/ IISNS Format (1 Sheet)		\$ 6,180.00		4	12	24
ITS Design (Included on Traffic Signal Plans)		\$ 2,210.00		2	4	8
TASK 9 - TRAFFIC STUDY MEMORANDUM		\$ 11,040.00	12	-	48	-
Data Collection and Review of Traffic Studies		\$ 1,840.00	2		8	
Develop Synchro Models		\$ 1,090.00	1		5	
Traffic Analysis		\$ 2,180.00	2		10	
Initial Traffic Report		\$ 4,600.00	5		20	
Final Traffic Report		\$ 1,330.00	2		5	
TASK 10 - ENGINEER'S OPINION OF PROBABLE COST		\$ 8,365.00	-	6	23	23
60% Quantities & EOPC		\$ 5,025.00		2	15	15
90% Quantities & EOPC		\$ 1,975.00		2	5	5
100% Quantities & EOPC		\$ 1,365.00		2	3	3

Detail of Consultant's Compensation
City of Buckeye
SR85 and Southern Avenue - Traffic Signal Design Improvements
Revision Number 1

TASK DESCRIPTION		Senior Professional II	Senior Professional I	Professional	Analyst/ Designer	Admin
TASK 11 - TECHNICAL SPECIFICATIONS	SUBTOTAL	\$ 5,925.00	\$ 225.00	\$ 170.00	\$ 135.00	\$ 100.00
90% Technical Specifications	\$ 3,950.00	-	15	15	-	-
100% Technical Specifications	\$ 1,975.00		10	10		
	\$ 1,975.00		5	5		
TASK 12 - SUBMITTALS AND QA/QC	\$ 10,890.00	12	18	18	-	9
Submittal Preparation (3 Submittals)	\$ 1,620.00					6
Summary of Comments (3 Submittals)	\$ 3,690.00		6	12		3
QA/QC (3 Submittals)	\$ 5,580.00	12	12			
SUBTOTAL DIRECT LABOR	\$ 143,845.00	39	113	332	372	24
DESIGN ALLOWANCES						
TASK 13 - OWNER'S DESIGN ALLOWANCE	\$ 10,000.00	-	-	-	-	-
Allowance for Miscellaneous Tasks or Services (10% of Base Fee)	\$ 10,000.00					
SUBTOTAL ALLOWANCES	\$ 10,000.00	0	0	0	0	0
DIRECT EXPENSES						
EXPENSES	\$ 156.00					
Vehicular Mileage (1 site visit @ 112 miles/visit @ \$0.50/mile)	\$ 56.00					
Miscellaneous Expenses (Deliveries, Plotting, Etc.)	\$ 100.00					
SUBCONSULTANT ALLOWANCES						
TASK 14 - TOPOGRAPHIC SURVEY	\$ 7,950.00					
Landcor Consulting - Topographic Survey	\$ 7,950.00					
TASK 15 - GEOTECHNICAL INVESTIGATIONS	\$ 13,106.51					
Ethos Engineering, LLC	\$ 13,106.51					
TASK 16 - TRAFFIC COUNTS	\$ 640.00					
Field Data Services	\$ 640.00					
SUBTOTAL SUBCONSULTANT ALLOWANCES	\$ 21,696.51					
TOTAL CONTRACT FEE - NOT TO EXCEED	\$ 175,697.51					

APPENDIX B
DESIGN SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Qtr 3, 2024 Jul
1		Project Startup	11 days	Tue 11/14/23	Tue 11/28/23									
2		Notice to Proceed	1 day	Tue 11/14/23	Tue 11/14/23									
3		Project Kickoff Meeting	0 days	Tue 11/28/23	Tue 11/28/23									
4		Data Collection	52 days	Wed 11/15/23	Thu 1/25/24									
5		City As-Built Collection, Drainage Reports, Developer Plans	2 wks	Wed 11/15/23	Tue 11/28/23									
6		Utility Blue Stake & Map Collection	4 wks	Wed 11/22/23	Tue 12/19/23									
7		Topographic Survey	8 wks	Wed 11/15/23	Tue 1/9/24									
8		Prepare Topo and Utility Base Maps	2 wks	Fri 1/12/24	Thu 1/25/24									
9		Traffic Analysis	35 days	Wed 11/29/23	Tue 1/16/24									
10		Traffic Counts	1 wk	Wed 11/29/23	Tue 12/5/23									
11		Traffic Analysis	6 wks	Wed 12/6/23	Tue 1/16/24									
12		Geotechnical Analysis	65 days	Wed 11/29/23	Tue 2/27/24									
13		Obtain ROE, Permitting	2 wks	Wed 11/29/23	Tue 12/12/23									
14		Field Services	2 wks	Wed 12/13/23	Tue 12/26/23									
15		Lab Testing and Analysis	3 wks	Wed 12/27/23	Tue 1/16/24									
16		Office Work, Report Preparation	6 wks	Wed 1/17/24	Tue 2/27/24									
17		Final Design	110 days	Fri 1/26/24	Thu 6/27/24									
18		60% Design Phase	50 days	Fri 1/26/24	Thu 4/4/24									
19		60% Plans Preparation	6 wks	Fri 1/26/24	Thu 3/7/24									
20		60% Plans Submittal	0 days	Thu 3/7/24	Thu 3/7/24									
21		City Review of 60% Plans	4 wks	Fri 3/8/24	Thu 4/4/24									
22		60% Comment Resolution Meeting	0 days	Thu 4/4/24	Thu 4/4/24									
23		90% Design Phase	40 days	Fri 4/5/24	Thu 5/30/24									
24		90% Plans Preparation	4 wks	Fri 4/5/24	Thu 5/2/24									
25		90% Plans Submittal	0 days	Thu 5/2/24	Thu 5/2/24									
26		City Review of 90% Plans	4 wks	Fri 5/3/24	Thu 5/30/24									
27		90% Comment Resolution Meeting	0 days	Thu 5/30/24	Thu 5/30/24									
28		100%/Final Design Phase	20 days	Fri 5/31/24	Thu 6/27/24									
29		100%/Final Plans Preparation	4 wks	Fri 5/31/24	Thu 6/27/24									
30		100%/Final Plans Submittal	0 days	Thu 6/27/24	Thu 6/27/24									
31		Utility Coordination	80 days	Fri 3/8/24	Thu 6/27/24									
32		Utility 60% Plans Review	4 wks	Fri 3/8/24	Thu 4/4/24									
33		60% Utility Coordination Meeting	0 days	Thu 4/4/24	Thu 4/4/24									
34		Utility 90% Plans Review	4 wks	Fri 5/3/24	Thu 5/30/24									
35		90% Utility Coordination Meeting	0 days	Thu 5/30/24	Thu 5/30/24									
36		Utility Relocation Design	3 mons	Fri 4/5/24	Thu 6/27/24									

Project: SR85 and Southern Ave Roadway Design Improvements

Date: Thu 10/5/23

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

Manual Progress

APPENDIX C
LANDCOR CONSULTING



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2023 (the "Agreement Date") by and between:

CLIENT

Name: Kimley-Horn
Street Address: 7740 N. 16th Street, STE 300
City/State/Zip: Phoenix, AZ 85020
Phone: 602-837-5511
Representative: Chad Huber

LANDCOR

Name: Landcor Consulting, PC
Street Address: 1955 S. Val Vista Dr. #121
City/State/Zip: Mesa, Arizona 85204
Phone: 810-287-8513
Representative: Nick Jarrett R.L.S.

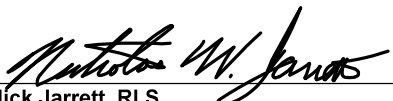
PROJECT NAME: **SR-85 Mapping**
PROJECT LOCATION: **SR-85 at Southern Ave. in Buckeye AZ.**
COMPENSATION: **See attached**
REIMBURSABLE EXPENSES: **Cost plus 10%**
RETAINER: **none**
SCOPE OF SERVICES: **See Attached**

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

CLIENT

Signature _____
Title: _____
Date: _____

LANDCOR

Signature 
Nick Jarrett, RLS
Title: Survey Manager
Date: 10-4-23

SCOPE OF SERVICES

Topographic Survey

LANDCOR will provide Field Survey Services of the project area for the purposes of Design Engineering. The survey will include the following items:

- ◆ Monument investigation and location for R/W Verification.
- ◆ Site topography includes visible improvements and site features such as buildings, curbs, driveways, sidewalks, walls, trees, surface utilities, signs, etc. within the Survey Corridor.
- ◆ The Survey Corridor is shown below in RED.
- ◆ The data will be sufficient to produce a comprehensive topographic map & surface to produce one-foot contour intervals.

Fee Estimate = \$7,950

PROJECT AREA:





STANDARD HOURLY RATES AND REIMBURSEMENT SCHEDULE
(Rates Effective thru 2023)

Civil and Survey Hourly Rates

Principal (PE)	\$155
Project Manager/Engineer (PE)/Surveyor (RLS)	\$145
Designers/CADD Technicians	\$105
One-Man Survey Crew	\$155
Two-Man Survey Crew	\$195
Office Survey Support	\$135
Administrative/Clerical	\$70

Other Standard Reimbursable Expenses

All reimbursable expenses, including, but not limited to the following, will be invoiced at cost plus 10%: postage/express mail and deliveries; copying/printing/reproductions; project-related mileage; parking; sub-consultants approved by Client in advance, and other expenses approved by Client in advance.

APPENDIX D
ETHOS ENGINEERING, LLC

October 30, 2023

David Rodriguez, PE
Project Manager
Kimley-Horn Associates
7740 North 16th Street, Suite 300
Phoenix, Arizona 85020

**SUBJECT: Proposal for Geotechnical Investigation – Revision 1
SR85 and Southern Avenue Intersection
ADOT Contract 2022-006.08
Buckeye, Arizona**

Dear David:

As requested, Ethos Engineering, LLC (Ethos) is pleased to present this proposal for professional geotechnical engineering services to the Kimley-Horn Associates (KHA) design team for the referenced project. This proposal presents our understanding of the project, proposed scope of work for geotechnical investigation, schedule, and associated fee estimate.

PROJECT UNDERSTANDING

We understand that improvements are planned at the intersection of SR 85 and Southern Avenue in Buckeye, Arizona. Improvements will likely include pavement widening and signal upgrades. Widening could extend 2,000 feet beyond the intersections along SR 85 and up to 1,000 feet from the intersections along Southern Avenue. The widening of the asphalt concrete pavement section will be designed in accordance with ADOT standards.

SCOPE OF SERVICES

Task 1 - Ethos will setup the project, review available project plans, and develop a field exploration plan showing the intended test locations. This plan will (if requested) be submitted to KHA (or others, as directed) such that the test locations can be checked for possible environmental impacts (to be performed by others).

Task 2 - Following approval of our field exploration plan, we will lay out the locations of the planned borings and coordinate clearing utilities within the proposed work areas through Arizona 811. We assume there are enough site features in order to lay out our borings without the need for additional survey. We will apply for and obtain a permit from the ADOT Central District in order to perform the test drilling.

The borings will be completed in the outside unpaved shoulders of SR 85 and Southern Avenue. We have assumed that traffic control, in the form of rolling shoulder closures, will be required to perform the borings.

Task 3 - Ethos will subcontract a drill-rig and crew to complete 2 test borings with hollow-stem auger to a depth of 5 feet or prior practical refusal along this section of roadway. The borings will be spaced at intervals of up to 1,600 feet and located in the unpaved outside shoulder areas to minimize impacts to existing traffic.



9180 S. Kyrene Rd #104
Tempe, AZ 85284

Standard penetration test (SPT) tests will be performed at 2.5-foot intervals. Selected bulk samples of the auger cuttings will also be collected. An Ethos field engineer will oversee the drilling operations, log the test borings and collect the samples for testing. The borings will be backfilled with cuttings upon completion in accordance with permit requirements.

Task 4 - Ethos will perform selected laboratory testing on samples obtained from our field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analyses. The following laboratory tests are proposed:

Table 1 – Summary of Planned Laboratory Testing

No. of Tests	Test	Description
2	Sieve Analysis	Soil classification and pavement design
2	Atterberg Limits	Soil classification and pavement design
2	Ring Density	In-place moisture density for earthwork calculations

Task 5 - Ethos will develop geotechnical recommendations for the pavement section(s). Our recommendations will be discussed with KHA prior to preparation of a design report.

Task 6 - We will prepare a geotechnical investigation report providing recommendations for the planned roadway widening.

The report will include the following, at a minimum:

- Site plan showing the test locations and logs of the test borings
- Laboratory test results
- Discussion regarding our field investigation
- Discussions regarding regional geology and groundwater conditions
- Discussions regarding ground subsidence and earth fissures
- Pavement discussion and recommendations

The results of the field exploration, laboratory testing, engineering analyses, and geotechnical recommendations will be summarized in a written report prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona.

Task 7 – We will prepare an initial and final Pavement Design Summary (PDS) and Materials Design Report (MDR).

The PDS will include:

- A summary of the existing pavement history;
- A full description of the planned improvements;
- A discussion of the traffic loadings used for determination of the pavement, as needed;
- The parameters used for the development of pavement sections; and
- Recommended pavement sections.

The MDR will include:

- Required pavement sections;
- Vicinity map and typical sections;
- Subgrade Acceptance Chart;
- Subgrade, subbases and bases standard memo items;
- Surface Treatments and Pavements standard memo items; and
- Material sources standard memo items.

Task 8 – For estimating purposes, we will plan to attend up to four project meetings held throughout the course of the project.

PROJECT SCHEDULE

We anticipate our services will be completed in approximately 6 weeks after notice-to-proceed (NTP) or upon receipt of any needed environmental clearances, whichever is last provided. We will begin to develop the FIP within 5 days of NTP. We will complete the drilling within 2 weeks after receipt of the permit. We estimate the report will be available within 6 weeks of the completion of the field work.

AUTHORIZATION

We will proceed upon NTP (receipt of the executed KHA subcontractor agreement).

PROJECT FEES

Our services will be performed under the direction of an Arizona registered Professional Civil Engineer. Based on the proposed scope of work and our understanding of the project, we propose to complete the scope of work presented above for a lump-sum fee of **\$13,106.51**.

The estimated fees are based on the attached Work-hour Estimate, and Derivation of Fees. Labor was derived from an overhead rate of 145 percent and a fee of 10 percent. The above fees are based on the scope of work included in this proposal. If there is a need for any change in the scope of services or schedule described in the proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes effect on the fee.

Our fees will be invoiced on a monthly basis not to exceed the indicated amount. In the event that field conditions require a modification to the scope of work developed for this proposal and may affect either our planned project schedule or budget, we will contact you at the earliest opportunity to discuss these conditions. Invoices will be due and payable within 30 days of receipt.

ASSUMPTIONS

We have assumed the following:

- Evaluation of the existing AC pavement is not included.
- The site is accessible to both foot and truck traffic.

- There are no private underground utilities on the site.
- Ethos will obtain a permit from ADOT to perform drilling within their right of way, and permit fees are assumed to be waived.

LIMITATIONS

The geotechnical services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of the geotechnical profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on visual observations, the review of plans prepared by others, and the completed small diameter test borings. It is likely that conditions will vary between or beyond the data evaluated, given the relative wide spacing of the borings. Ethos makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or require additional information pertaining to this proposal, we would be pleased to discuss them with you.

Sincerely,

ETHOS ENGINEERING LLC

Reviewed by:



Keith Dahlen, PE
Principal/Senior Geotechnical Engineer



Katie Mackay, PE
Project Engineer

t:\2023xxx - kha - sr 85, baseline and southern ave ti's\proposal\sr 85 & southern\kha - sr 85 & southern ave intersection_ethos proposal_rev0.docx

Attachments: Work-Hour Estimate
Derivation of Fees
Subcontractor Quotes

SR 85 and Southern Avenue Intersection Improvements
Ethos Engineering, LLC - Work-Hour Estimate
ADOT Contract No. 2022-006.08

Project Work Task	Project Manager - Sr.	Engineer - Sr.	Engineer	Designer	CADD Technician	Administrative	Total Hours
Project Set Up and Management	1	0	0	0	0	1	2
Permitting	0	4	0	4	0	0	8
Site Layout and Utility Clearances	1	2	0	4	2	1	10
Field Investigation	1	0	0	6	0	0	7
Laboratory Testing	0	2	0	2	0	0	4
Draft and Final Geotechnical Report	2	8	4	12	2	2	30
Initial and Final PDS and MDR	1	2	4	12	1	0	20
Project Meetings	4	0	0	0	0	0	4
TOTAL	10	18	8	40	5	4	85

DERIVATION OF COST SUMMARY

DIRECT LABOR

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Labor Costs</u>
Project Manager - Sr.	10	\$203.13	\$2,031.30
Engineer - Sr.	18	\$179.22	\$3,225.96
Engineer	8	\$143.51	\$1,148.08
Designer	40	\$93.73	\$3,749.20
CADD Technician	5	\$72.85	\$364.25
Administrative	4	\$76.97	\$307.88
Total Hours:	85		

Total Direct Labor \$10,826.67

DIRECT EXPENSES

Vehicle Mileage (Personal) (Per ADOT Travel Policy)	258 mi. @	\$0.625 /mi.	\$161.25
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Total Direct Expenses: \$161.25

OUTSIDE SERVICES

Test Drilling (ACS) - See Quote	\$912.73
Laboratory Testing (ACS) - See Quote	\$438.86
Traffic Control (Roadsafe) - See Quote	\$767.00

Total Estimated Outside Services: \$2,118.59

By:

TOTAL LUMP SUM COST: \$13,106.51



Keith Dahlen, Contract Manager

10/30/2023
Date

SR 85 and Southern Avenue Intersection Improvements
Ethos Engineering, LLC - Mileage Estimate
ADOT Contract No. 2022-006.08

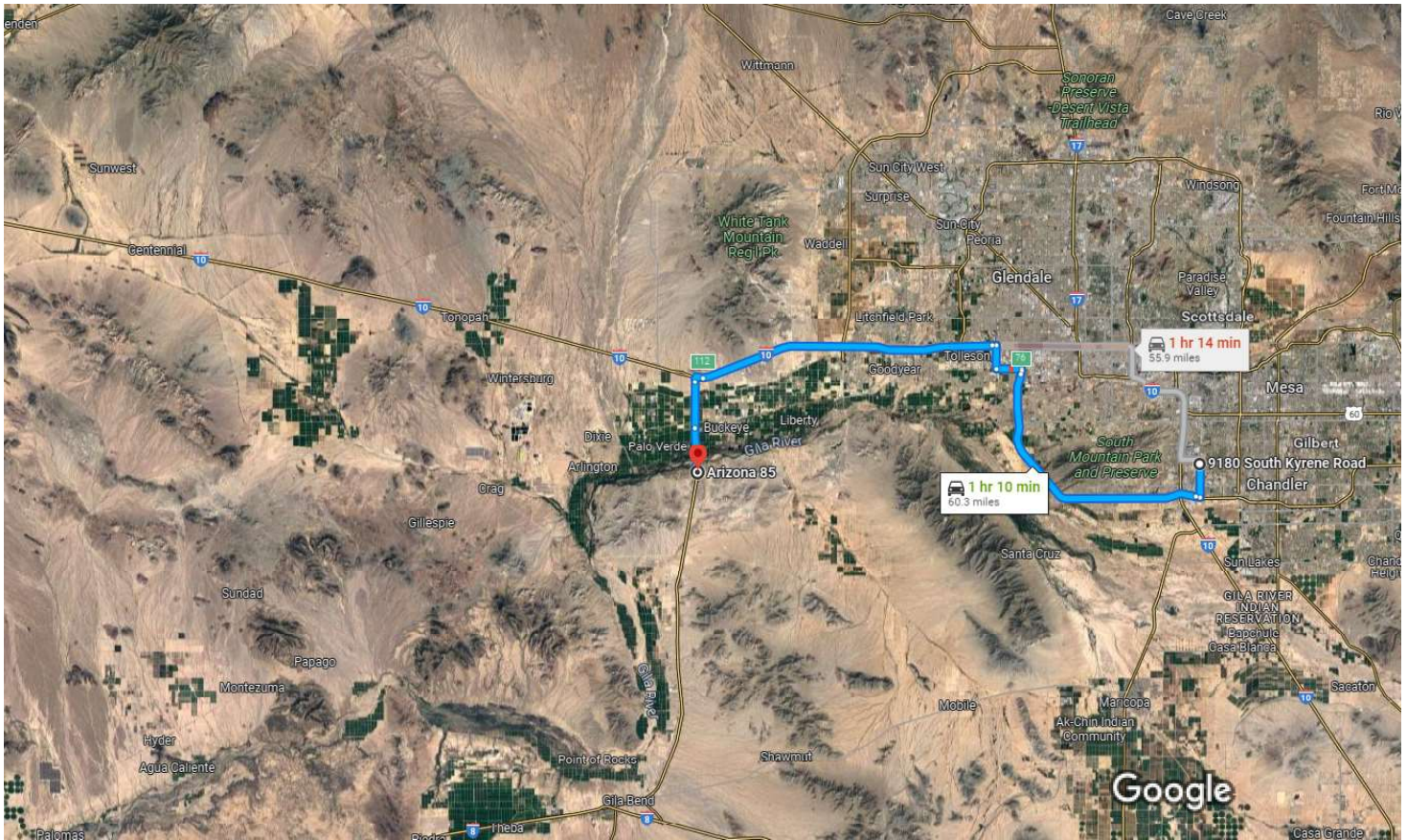
Project Task	No. of Two -Way Trips	Miles per Trip	Total Miles
Site Layout and Utility Clearances	1	120	120
Field Investigation	1	120	120
Laboratory Testing	1	18	18
TOTAL			258

Ethos Office:

9180 S Kyrene Road, Suite 104
 Tempe, AZ 85281

ACS Lab:

2235 W Broadway Road
 Mesa, AZ 85202



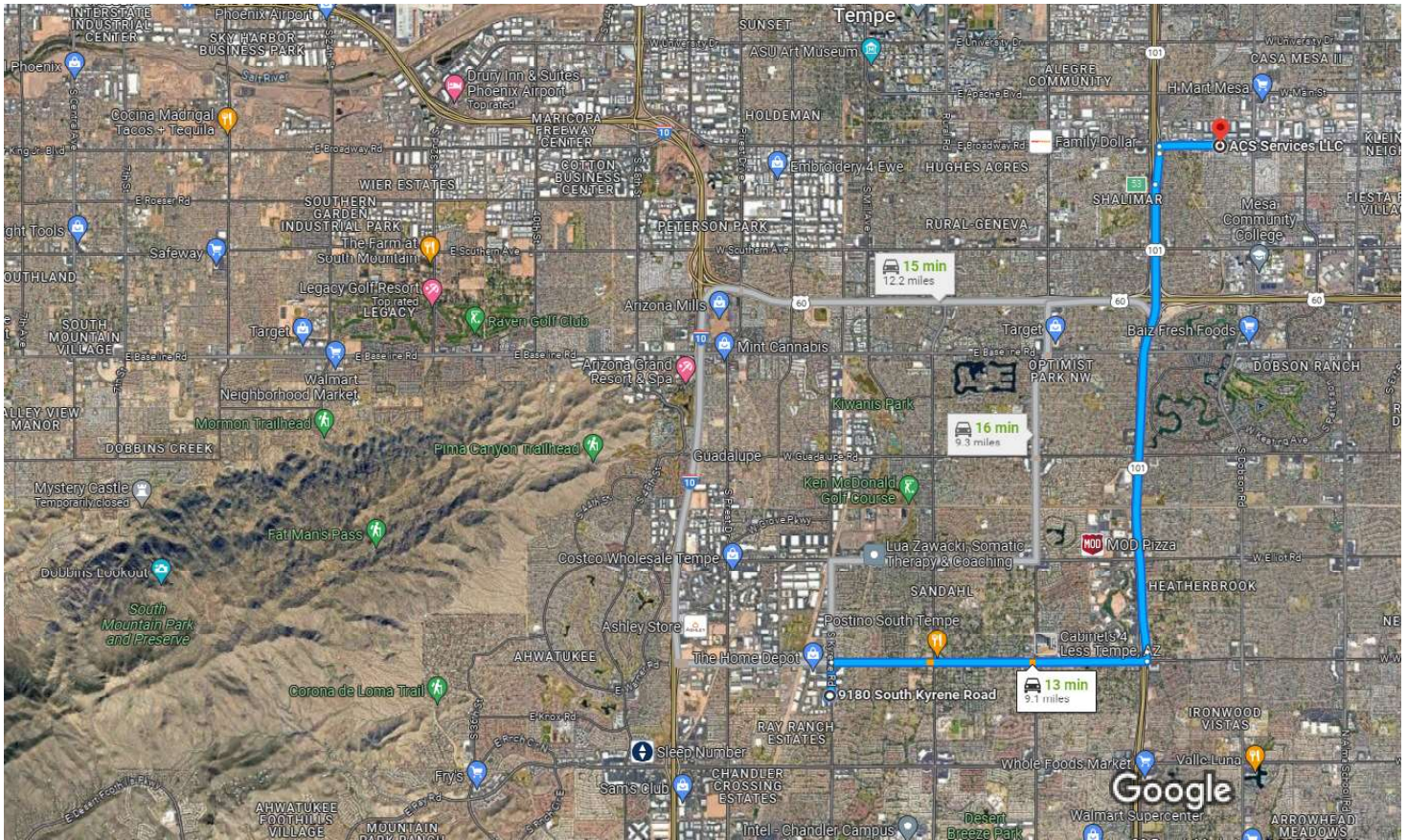
Imagery ©2023 TerraMetrics, Map data ©2023 Google 5 mi

 via AZ-202/AZ-202 Loop W and I-10 W **1 hr 10 min**
60.3 miles
Fastest route now, avoids crashes on I-10 W

 via I-10 W **1 hr 14 min**
Heavier traffic than usual 55.9 miles

Explore AZ-85

Restaurants Hotels Gas stations Parking Lots More



Imagery ©2023 Airbus, CNES / Airbus, Landsat / Copernicus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023

1 mi

 via W Warner Rd and AZ-101 Loop N **13 min**
9.1 miles
Fastest route now due to traffic conditions

 via US-60 E **15 min**
12.2 miles

 via S McClintock Dr **16 min**
9.3 miles

Explore nearby ACS Services LLC



Page: 1 of 1
 Proposal #: 2360313
 Proposal Date: 10/30/2023
 ADOT Contract # 2022-006.08
 ADOT Project #

Thank you for the opportunity to provide a quote for one of your potential jobs.

Ethos
 Keith Dahlen
 9180 S Kyrene Rd, #104
 Tempe, AZ 85284

Project Name: SR-85 / Southern Ave
 Location: SR-85 / Southern Ave
 Buckeye, AZ 85326

Subject: Advance two HSA borings to 5' each for a total of 10'. Ethos will provide any permit or TC needed and utilities locate. Perform lab testing.

Item	PAU	Quantity	Unit	Cost	Price
Drilling					
Mob/Demob	23.46	2	HR	\$ 225.00	\$ 450.00
Drilling (Auger 0' - 51')	23.46	10	FT	\$ 32.78	\$ 327.80
Administrative	23.46	0.5	EA	\$ 69.86	\$ 34.93
Support Truck (3/4 ton) Company Owned	23.46	4	HR	\$ 25.00	\$ 100.00
Drilling Total					\$ 912.73
Lab					
Grain Size Analysis	23.49	2	EA	\$ 93.15	\$ 186.30
Atterberg Limits (LL and PL)	23.49	2	EA	\$ 85.96	\$ 171.92
Undisturbed Ring Density/Moisture	23.49	2	EA	\$ 40.32	\$ 80.64
Lab Total					\$ 438.86
Total Lump Sum Costs					\$ 1,351.59

Charles Johnson "Eddie"

Charles Johnson "Eddie"

Proposal

TO: Keith Dahlen
Ethos

PROJECT:	Rolling shoulder closure	BID DATE:		10/5/2023	
LOCATION	SR 85/Southern	ESTIMATOR:		Phil Boyles	
QUOTE:	10052023PB04 - Revised				
BID LINE	DESCRIPTION	UNIT	QTY	PER DAY	EXTENDED
1	SCOPE - Equipment for Rolling TMA shoulder closure at SR85 at Southern Ave	EA DAY	1	\$ 367.00	\$ 367.00
2	Labor- Includes Delivery, Setup/Reset Or Takedown/Return - Per Occurrence. Includes hrs of TMA operation with 2 hrs Port to Port. Includes 1 man 1 truck to set and pick up traffic control devices.	EA	0.5	\$ 670.00	\$ 335.00
3	Traffic Control Plan	Per Sheet	1	\$ 65.00	\$ 65.00

Equipment Notes:

Sand Bags & Flags Included. All signs are temporary and will be installed on spring stands and/or rigid sign stands.

Quote Total = \$ 767.00

Thank You For The Opportunity,

Philip Boyles

Philip Boyles

APPENDIX E
FIELD DATA SERVICES



EXHIBIT A

ESTIMATE #: 23-422

SITE 1



CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/16/24	AGENDA ITEM: 4.C. CIP - CIP No. 108080 Traffic Signal/Intersection Improvements: SR 85 & Baseline Road
DATE PREPARED: 01/11/24	DISTRICT NO.: 1
STAFF LIAISON: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, (623) 349-6204	
DEPARTMENT: Engineering	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on Task Order #13, On-Call Consulting Contract for Engineering and Architectural Services between the City of Buckeye, an Arizona Municipal Corporation, and Kimley-Horn and Associates, Inc., a North Carolina Corporation, for SR85 and Baseline Traffic Signal/Intersection improvements; and authorize the City Manager to execute and deliver the Task Order on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:

With several development projects along the SR85 corridor being in design, it is anticipated that the traffic generated from these developments will fuel the need for traffic control improvements along SR85/Baseline intersection. The proposed intersection design will include a traffic corridor study and final design for a new traffic signal along the SR85 and Baseline Road Intersection. The design improvements will consist of roadway, drainage, signing, pavement marking and traffic signal improvements.

BENEFITS:

Improving the intersection will increase safety and reduce delays for the traveling public.

FUTURE ACTION:

A contract for construction will be presented to the City Council for approval.

FINANCIAL IMPACT STATEMENT:

This project is programmed in the CIP program in FY25. Due to the speed of incoming development design (Kore Power & Ten 85), the project is being moved forward to FY24 and funded through other project savings in an interim condition, until FY25 where funds will be restored to the FY24 project(s).

CURRENT FISCAL YEAR TOTAL COST:

The total cost of the Design contract is \$177,708.77.

BUDGETED:

Yes

FISCAL YEAR:

FY25

FUND/DEPARTMENT:

General

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

ATTACHMENTS:

[4C 2022003.22 TO13 Kimley-Horn.pdf](#)

[CIP108080_8x10.pdf](#)

**ON-CALL CONSULTING TASK ORDER
FOR ENGINEERING AND ARCHITECTURAL SERVICES**

BETWEEN

THE CITY OF BUCKEYE

AND

KIMLEY-HORN AND ASSOCIATES, INC.

**ON-CALL CONSULTING CONTRACT NO. 2022003.22
TASK ORDER #13**

SR85 and Baseline Road – Traffic Signal Design Improvements

THIS TASK ORDER #13 (this “Task Order”) is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the “City”), and Kimley-Horn and Associates, Inc., a North Carolina corporation (the “Consultant”). This Task Order is subject to and governed by the terms and conditions of On-Call Consulting Contract No. 2022003.22 between the City and Consultant, dated March 1, 2022 (the “Contract”).

**ARTICLE 1
SCOPE OF SERVICES**

Consultant shall provide consulting services for the SR85 and Baseline Road – Traffic Signal Design Improvements project, as more fully set forth in the Consultant’s Proposal, which is attached hereto as **Exhibit A** and incorporated as if fully set forth herein (the “Work”).

**ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES**

The Consultant shall commence work upon the issuance by the City of a Notice to Proceed, and complete the services and deliverables on or before June 30, 2024, unless this Task Order is earlier terminated pursuant to the terms and conditions of the Contract.

**ARTICLE 3
FEE BREAKDOWN**

Consultant shall be paid in accordance with the fee schedule set forth in the Contract. The total cost to complete the Work shall not exceed **One Hundred Seventy-Seven Thousand Seven Hundred Eight Dollars and Seventy-Seven Cents (\$177,708.77)**, as set forth in **Exhibit A**.

**ARTICLE 4
ADDITIONAL TERMS**

This Task Order is subject to the terms and requirements of the Contract and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Task Order, the Consultant certifies its compliance with A.R.S. § 35-393.01.

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

If there is any discrepancy between the terms and conditions of this Task Order, the Contract, and **Exhibit A** to this Task Order, the documents shall govern in that order.

ARTICLE 5 EXHIBITS

This Task Order includes and incorporates the following Exhibit:

Exhibit A – Consultant's Proposal

[SIGNATURE PAGE TO FOLLOW]

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

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.
a North Carolina corporation

Dan Cotterman, City Manager



Brian Smalkoski, Vice President

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:



William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**EXHIBIT A
TO
TASK ORDER #13

CONSULTANT'S PROPOSAL**



October 31, 2023

Mr. Paul Nuno
Construction Project Management Division
City of Buckeye
530 Monroe Avenue
Buckeye, AZ 85326

Re: ***SR85 and Baseline Road Intersection
Traffic Signal Design Improvements
Scope of Services and Fee Proposal
Revision Number 1***

Dear Mr. Nuno:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Buckeye (the “City” or “Client”) to provide final design services for traffic signal improvements at the intersection of SR85 and Baseline Road.

Project Understanding and Purpose

The intersection of SR85 and Baseline Road is located in the City of Buckeye, Arizona. The intersection is located within ADOT right-of-way. SR85 is currently a divided highway with 2 lanes northbound and 2 lanes southbound. Baseline Road is currently a 2-lane undivided roadway.

SR85 crosses the Union Pacific Railroad (UPRR) at-grade approximately 425 feet south of the intersection (NB) and 475 feet south of the intersection (SB).

The SR85 & Baseline Road intersection is stop controlled in the eastbound and westbound direction. The intersection configuration consists of a left turn, two thru lanes, and a right turn lane in both the northbound and southbound directions. One thru lane in each direction and a slip right turn lane is provided in the eastbound and westbound directions.

Nearby industrial developments are in the early stages of design in the adjacent parcels on the east side of SR85 and on the southeast corner of the Baseline Road intersection. It is anticipated the traffic generated from these developments will necessitate the need for traffic control improvements at the intersection.

The purpose of this project is to design a new traffic signal for the SR85 and Baseline Road intersection. A traffic analysis will be performed to determine the necessary lane configurations and storage volumes. The design improvements will consist of roadway, drainage, signing, pavement marking, and traffic signal improvements.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

The services of this contract are being provided in parallel with the services of the SR85 and Southern Avenue project and some scope of work tasks are shared between the two contracts, such as joint project meetings. The proposed contract hours for shared scope of work tasks are split evenly between the two contracts. Tasks where contract hours are split between contracts are indicated below and in **Appendix A**.

Project Management and Coordination

Task 1. – Project Management and Meetings

Project management includes contract management and internal meetings with staff. This task consists of coordination and administration of the day-to-day operations of the project, including organizing and filing project data and communication files, responding to project correspondence including emails, performance of monthly budget updates, and schedule monitoring. This task also includes the management of sub-consultants and interfacing and communication determined to be reasonably necessary to keep stakeholders informed.

This task includes the preparation of monthly invoices to the City for services performed. As a part of those invoices, Kimley-Horn will submit monthly progress reports to the City's Project Manager summarizing tasks in progress, upcoming scheduled tasks, and identified design issues.

Kimley-Horn will attend one (1) Project Kickoff Meeting, which will be scheduled following the receipt of Notice to Proceed (NTP). The Project Kickoff Meeting will be held online via Microsoft Teams and will be scheduled in coordination with City staff.

Kimley-Horn will attend up to two (2) comment resolution meetings and up to three (3) additional project progress/stakeholder coordination meetings. Comment resolution meetings will be held following each submittal stage. Project progress/stakeholder coordination meetings will be held at the request of the City. It is assumed that all meetings will be online via Microsoft Teams.

Kimley-Horn will prepare agendas, sign-in sheets, presentations, handout materials, and meeting notes for all meetings.

Kimley-Horn will perform a field review to verify the topographic survey and above-ground utility features. Kimley-Horn will document the site visit with photographs. Kimley-Horn will inform City staff of the field review one week prior to the field review taking place.

*Proposed contract hours for Project Management, Project Meetings, and Field Reviews are split evenly between the two contracts, as indicated in **Appendix A**.*

Task 2. – Data Collection and Base Map

The City will furnish the latest as-builts and quarter section maps for City-owned facilities (water, sewer, right-of-way, storm drain, and aerial imagery) that are available for the project limits to Kimley-Horn.

Kimley-Horn's subconsultant Landcor Consulting, will collect topographic survey, as outlined in **Task 14**.

Kimley-Horn will utilize the topographic survey and existing record drawings acquired from the City to develop a project base map in AutoCAD. Existing right-of-way will be established based on information obtained from the City and from Maricopa County Assessor's website.

Task 3. – ADOT Coordination

Kimley-Horn will assist the City with coordinating the proposed improvements with ADOT. It is assumed the City will lead the coordination effort and Kimley-Horn will provide assistance. Coordination tasks will consist of submitting plans to ADOT for review, responding to and addressing ADOT comments, and attending coordination meetings with ADOT at the request of the City.

This contract allows for receiving and responding to up to two (2) round of comments from ADOT. This contract allows for meetings with ADOT, which are included as stakeholder coordination meetings above in **Task 1**. If additional submittals to ADOT or addressing additional ADOT comments is required, or if Kimley-Horn attends a number of meetings in excess than those indicated in **Task 1**, a contract modification will be prepared for additional services.

It is assumed the Contractor will apply for an Encroachment Permit for the construction activities.

Kimley-Horn makes no warranty that ADOT will approve the proposed design or will issue the permits and approvals desired by the Client. Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the client and others. Kimley-Horn does not guarantee that the outcome of permits or approvals or the timeline associated with those permits or approvals.

*Proposed contract hours for ADOT Coordination are split evenly between the two contracts, as indicated in **Appendix A**.*

Task 4. – Utility Coordination

Kimley-Horn will submit a BlueStake ticket to request utility mapping from existing private utility companies with facilities within the project limits. Kimley-Horn will use the information obtained from the private utility company mapping to prepare an existing utilities base file.

Kimley-Horn will identify readily apparent utility conflicts with the proposed improvements and will communicate those potential utility conflicts to the City and the private utility companies.

Kimley-Horn will prepare utility clearance letters to send to the utility companies following each submittal stage. Kimley-Horn will coordinate with the utility companies to request signed utility clearance letters. Obtained signed clearance letters will be provided to the City prior to the Final submittal.

Kimley-Horn will review private utility relocation designs prepared by the private utility companies. Kimley-Horn will not design private utility relocations.

Kimley-Horn will schedule and lead up to two (2) general utility coordination meetings. The purpose of these meetings will be to inform the companies of the proposed roadway layout, to identify potential utility conflicts, to discuss potential relocation concepts, and to identify if additional right-of-way or utility easements will be needed. Utility coordination meetings will be held following the 60% and 90% design submittal stages.

*Proposed contract hours for Utility Coordination Meetings are split evenly between the two contracts, as indicated in **Appendix A**.*

Impacts are anticipated to existing APS 12kV overhead facilities. Kimley-Horn will participate in up to one (1) coordination meeting, in addition to the meetings identified above, with APS to discuss the potential relocation of their overhead power line.

Impacts are not anticipated to the existing UPRR at-grade crossing and crossing equipment. Kimley-Horn will participate in up to one (1) coordination meeting, in addition to the meetings identified above, with UPRR to discuss the proposed improvements in relation to their existing crossing. This contract assumes that improvements to the UPRR crossing is not required, and therefore submittals to and design approvals from UPRR are not required. If at any time it is identified that improvements to the UPRR crossing are required, Kimley-Horn will inform the City and a contract modification will be requested for additional services.

Final Design Plans, Specifications, and Estimates

Kimley-Horn will prepare a traffic memorandum to determine the lane configurations needed for the final design. Following approval of the traffic memorandum's recommended improvements by both ADOT and the City, Kimley-Horn will proceed with preparing Final Design plans.

Final design plans for the SR85 & Baseline Road Intersection will be developed to 60%, 90% and 100%/Final design levels.

Due to the accelerated schedule requested by the Client, the 30% submittal stage is not included as a part of this contract.

Task 5. – Roadway Plans

Kimley-Horn will prepare final design roadway plans in accordance with ADOT and City of Buckeye design standards. ADOT standard specifications will be utilized for improvements within ADOT right-of-way, and City of Buckeye/Maricopa Association of Governments (MAG) design standards will be utilized for improvements with City right-of-way.

The proposed paving plans will be shown on combined plan and profiles sheets at 1 inch = 20 feet (horizontally) and 1 inch = 2 feet (vertical) along Baseline Road and a scale of 1 inch = 40 feet (horizontally) and 1 inch = 4 feet (vertical) along SR85. Profiles will detail the edges of pavement and roadway crown line (if applicable). Removals will be shown on the paving plans and separate sheets will not be provided.

Roadway plan sheets for SR85/Baseline Road anticipated for this project consist of the following:

- Cover Sheet (1 Sheet)
- Legend & General Note Sheet (1 Sheet)
- Geometric Control Sheet (1 Sheet)
- Typical Section Sheet (2 Sheets)
- Miscellaneous Detail Sheet (1 Sheet)
- Baseline Road Paving Plan and Profile Sheets (1" = 20' scale) (4 Sheets)
- SR85 Paving Plan and Profile Sheets (1" = 40' scale) (2 Sheets)

Kimley-Horn will prepare a 3D model in AutoCAD for the purposes of developing cut/fill lines and approximating earthwork quantities. Roadway cross-sections and roadway cross-section sheets are not included as a part of this contract.

Due to the unknown nature of the required design improvements, this contract assumes roadway improvements will consist of typical roadway widening associated with adding or modifying intersection turn lanes. If ADOT or the City requests improvements that require additional design in excess of the hours assumed for this contract, Kimley-Horn will inform the City and a contract modification will be prepared for additional services.

Task 6. – Drainage Plans

Kimley-Horn will prepare plan sheets detailing modifications to existing basins, roadside ditches, and culverts necessitated by the proposed roadway improvements. The following drainage plan sheets are anticipated for this project:

- Drainage Detail Sheets (2 Sheets)

It is anticipated that the only drainage improvements will be revising the existing retention basins based on impacts from the new roadway limits. No new hydrology will be completed.

Kimley-Horn will prepare a Drainage Memorandum to document the drainage design. The drainage design will follow ADOT and City of Buckeye Standards. Kimley-Horn will prepare a Draft Drainage Memorandum for 60% submittal. Kimley-Horn will respond to comments and submit the Final Drainage Memorandum with the 90% submittal.

Task 7. – Signing and Marking Plans

Kimley-Horn will prepare signing and pavement marking plans in accordance with the City of Buckeye and ADOT standards and the Arizona Supplement to the Manual on Uniform Traffic Control Devices (MUTCD).

Kimley-Horn will perform a field investigation and document the existing signs for the project limits (included in **Task 1**).

Kimley-Horn will develop signing and pavement marking plans at a 1 inch = 40 feet scale (double stacked) and will include the following sheets:

- General Signing and Pavement Marking Notes (1 Sheet)
- Sign Summary Sheets (4 Sheets)
- SR85 Signing Removal and Pavement Marking Obliteration Plans (1 Sheet)
- Baseline Road Signing Removal and Pavement Marking Obliteration Plans (1 Sheet)
- SR85 Pavement Marking Plans (1 Sheet)
- Baseline Road Pavement Marking Plans (1 Sheet)
- SR85 Signing Plans (1 Sheet)
- Baseline Road Signing Plans (1 Sheet)

Task 8. – Traffic Signal Plans

Kimley-Horn will prepare traffic signal plans for the intersection of SR85 and Baseline Road in accordance with the City of Buckeye Standards and ADOT design standards and the Arizona Supplement to the MUTCD.

Kimley-Horn will perform a field investigation and document the existing conditions at the intersection of SR85 and Baseline Road (included in **Task 1**).

Kimley-Horn will prepare the traffic signal plan sheets at a 1 inch = 20 feet scale. Traffic signal plans will be submitted at 60%, 90% and 100%/Final submittal stages.

The following traffic signal plan sheets are anticipated:

- General Notes (1 Sheet)
- SR85 and Baseline Road Traffic Signal Plans (2 Sheets)
- SR85 and Baseline Road Pole Schedule (1 Sheet)
- SR85 and Baseline Road Conductor Schedule/ Internally Illuminated Street Name Sign Formats (1 Sheet)

ITS design will follow City of Buckeye Standards and will be included on the traffic signal plan sheets.

Street lighting improvements will be provided on the new traffic signal poles. No separate street lighting is proposed, and separate street light plans are not included in this contract.

This contract assumes the design of a standard ADOT traffic signal. If ADOT or the City requests improvements that require additional design in excess of the hours assumed for this contract (for example, Que Warning Systems implementation), Kimley-Horn will inform the City and a contract modification will be prepared for additional services.

This scope of services does not include the design of integrated railroad pre-emption for the UPRR at-grade crossing to the south. If pre-emption is required, Kimley-Horn will inform the City and a contract modification will be prepared for additional services.

Task 9. – Traffic Study Memorandum

Kimley-Horn will prepare a Traffic Study Memorandum for the SR85 and Baseline Road intersection interim traffic signal improvements for a 2030 design year. Activities will include a detailed evaluation of the intersection relative to traffic operations and include all methodologies identified in the ADOT guidelines. Existing conditions will not be analyzed.

Kimley-Horn will document study area traffic features to support a Synchro model development and collect existing peak period traffic counts at SR85 and Baseline Road and 24-hour bidirectional counts on SR85 and Baseline Road.

Kimley-Horn will develop design year AM and PM peak hour traffic volumes by using historical traffic counts from ADOT's Traffic Data Management System, collected traffic counts, and approved traffic impact analyses for developments along the SR85 corridor supplied by the City of Buckeye to determine future growth in the area. Design year (2030) traffic analysis will be performed for the “no-build” condition, and the Consultant will identify geometric and/or operational deficiencies at the intersections.

Kimley-Horn will develop a recommended intersection configuration, storage lengths, signal timing, and signal phasing for the SR85 & Baseline Road intersection.

Design year traffic analysis will be performed for these design year recommended improvements. Traffic analysis will be performed using Synchro study area intersections for weekday AM and PM peak hours.

Kimley-Horn will prepare a draft Traffic Study Memorandum and submit to the City for review prior to the 60% design. Review comments will be logged and addressed. The final Traffic Study Memorandum will be finalized and submitted with the 60% design plans.

Task 10. – Engineer’s Opinion of Probable Cost

An engineer’s opinion of probable cost (EOPC) will be developed at each submittal stage. Quantities will be compiled in a list and will be labeled using City bid item numbers. Unit prices will be derived using readily available bid data from projects with similar improvements.

Task 11. – Technical Specifications

Kimley-Horn will prepare technical specifications for the propose design elements based on a City of Buckeye technical specifications boilerplate template and ADOT and MAG standard specifications.

Draft project technical specifications will be provided starting with the 90% design submittal and final project technical specifications will be provided at the 100% design submittal.

Task 12. – Submittals and QA/QC

Three submittals are included as part of this contract: 60%, 90%, and 100%/Final. The 100% review is assumed to be verification that the 90% comments were adequately addressed in the 100% submittal. If new direction is provided and additional revisions to the plans not previously requested are necessary, the Consultant will notify the City and request additional services. The following table provides a summary of the design elements that will be provided at each submittal stage:

Design Element	Prelim	60%	90%	Final
Roadway/Paving Plans		X	X	X
Drainage Plans		X	X	X
Signing & Marking Plans		X	X	X
Traffic Signal Plans		X	X	X
Traffic Study Memorandum	X	X		
Drainage Memorandum		X	X	
EOPC		X	X	X
Technical Specifications			X	X
Geotechnical Investigations		X		

Each submittal will consist of electronic PDF versions of the documents listed above.

Following each submittal, Kimley-Horn will compile received comments into a Summary of Comments form. Kimley-Horn will provide comment responses and will address comments prior to the subsequent submittal.

Kimley-Horn will perform internal quality control interdisciplinary reviews prior to each submittal which will include compiling a preliminary set of plans for review which can be provided to the City if requested for a preview of the upcoming submittal package.

Allowances

All allowances are to be used at the discretion of the City of Buckeye and require approval by the City's Project Manager in writing prior to work being performed or billed.

Task 13. – Owner's Design Allowance

An owner's design allowance is included in the amount of \$10,000.00. This allowance will be utilized as directed by the City to cover additional tasks not included in this scope of services. The City will provide notice to Kimley-Horn in writing authorizing use of this allowance for any tasks for services.

Direct Expenses

Direct reimbursable expenses such as express delivery services, fees, vehicular mileage, and other direct expenses will be billed at times cost. A summary of anticipated expenses is shown in **Appendix A** of this document.

Subconsultant Services

Task 14. – Topographic Survey

Kimley-Horn's subconsultant Landcor Consulting will provide topographic survey. Landcor Consulting's scope of services is included as **Appendix C**.

Task 15. – Geotechnical Investigations

Kimley-Horn's subconsultant Ethos Engineering, LLC will provide geotechnical investigations. Ethos' scope of services is included as **Appendix D**.

Task 16. – Traffic Counts

Kimley-Horn's subconsultant Field Data Services (FDS) will provide traffic counts. FDS's scope of services is included as **Appendix E**.

Services Not Included

Any other services, including but not limited to the following, are not included in this contract:

- Environmental Services
- Pothole investigations
- Post-design or construction phase services
- UPRR design and preemption design
- Public involvement
- Cross-section plan sheets
- Title reports, appraisals, negotiations, or other land & title services
- Right-of-way acquisition
- Legal descriptions and exhibits
- Any other services not specifically listed above

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

Schedule

This contract assumes the design schedule included in **Appendix B**. Following receipt of NTP, we will work with the City Project Manager to develop a detailed submittal schedule. We will provide our services as expeditiously as practicable with the goal of completing the final design this schedule.

Kimley-Horn is not responsible and shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies such as ADOT, UPRR, or private utilities.

Fees and Expenses

Kimley-Horn will perform the services in **Tasks 1 - 16** on a labor fee plus expense basis with the maximum labor fee shown in **Appendix A**.

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

APPENDIX A
FEE SUMMARY

Summary of Consultant's Compensation



10/31/2023

Project Location: SR85 and Baseline Road
Project Description: Traffic Signal Design Improvements
Revision Number: 1
1001 W Southern
Avenue, Suite 131
Mesa, AZ 85210
480.207.2666

CONTRACT LABOR			
<u>Classification</u>	<u>Man Hours</u>	<u>Billable Rates</u>	<u>Labor Costs</u>
Senior Professional II	39	\$ 240.00	\$ 9,360.00
Senior Professional I	116	\$ 225.00	\$ 26,100.00
Professional	336	\$ 170.00	\$ 57,120.00
Analyst/ Designer	372	\$ 135.00	\$ 50,220.00
Admin	24	\$ 100.00	\$ 2,400.00
Subtotal Contract Labor			\$ 145,200.00

DESIGN ALLOWANCES			
<u>Classification</u>	<u>Man Hours</u>	<u>Billable Rates</u>	<u>Labor Costs</u>
Senior Professional II	0	\$ 240.00	\$ -
Senior Professional I	0	\$ 225.00	\$ -
Professional	0	\$ 170.00	\$ -
Analyst/ Designer	0	\$ 135.00	\$ -
Admin	0	\$ 100.00	\$ -
Owner's Design Allowance			\$ 10,000.00
Subtotal Design Allowances			\$ 10,000.00

DIRECT AND OUTSIDE EXPENSES	
<u>General Expenses</u>	\$ 156.00
Subtotal Direct & Outside Expenses	
\$ 156.00	

SUBCONSULTANT ALLOWANCES		
<u>Subconsultant</u>	<u>Task</u>	<u>Fee</u>
Landcor Consulting	Topographic Survey	\$ 8,200.00
Ethos Engineering, LLC	Geotechnical Investigations	\$ 13,512.77
Field Data Services	Traffic Counts	\$ 640.00
Subtotal Subconsultant Allowances		\$ 22,352.77

TOTALS	
Subtotal Contract Labor	\$ 145,200.00
Subtotal Direct & Outside Expenses	\$ 156.00
Subtotal Contract Fee	\$ 145,356.00
Subtotal Design Allowances	\$ 10,000.00
Subtotal Subconsultant Allowances	\$ 22,352.77
Subtotal Allowances	\$ 32,352.77
Total Contract Fee & Allowances	\$ 177,708.77

Detail of Consultant's Compensation
City of Buckeye
SR85 and Baseline Road - Traffic Signal Design Improvements
Revision Number 1

		Senior Professional II	Senior Professional I	Professional	Analyst/ Designer	Admin
TASK DESCRIPTION	SUBTOTAL	\$ 240.00	\$ 225.00	\$ 170.00	\$ 135.00	\$ 100.00
TASK 1 - PROJECT MANAGEMENT AND MEETINGS	\$ 5,265.00	3	11	11	-	2
Project Administration, Bi-Weekly Progress Reports, Invoicing (Assumes 8 month contract)	\$ 1,100.00		4			2
Project Kickoff Meeting (up to 1)	\$ 635.00	1	1	1		
Meeting Agenda and Notes	\$ 170.00			1		
Comment Resolution Meetings (up to 2)	\$ 1,270.00	2	2	2		
Meeting Agenda and Notes	\$ 340.00			2		
Stakeholder Coordination Meetings (up to 3)	\$ 790.00		2	2		
Meeting Agenda and Notes	\$ 170.00			1		
Project Field Review	\$ 790.00		2	2		
<i>Note: hours for this task listed above are split between this contract and the SR85/Southern Avenue contract</i>						
TASK 2 - DATA COLLECTION & BASE MAP	\$ 2,570.00	-	-	7	8	3
Collecting Maps and Quarter Sections	\$ 470.00				2	2
Developing Project Base Map from Survey	\$ 1,220.00			4	4	
Establishing Existing Right-of-way	\$ 610.00			2	2	
Survey Subconsultant Coordination	\$ 270.00			1		1
TASK 3 - ADOT COORDINATION	\$ 2,540.00	4	4	4	-	-
ADOT Coordination	\$ 2,540.00	4	4	4		
ADOT Coordination Meetings (Included in Task 1)	\$ -					
ADOT Submittals and Comment Resolution (Included in Task 12)	\$ -					
<i>Note: hours for this task listed above are split between this contract and the SR85/Southern Avenue contract</i>						

Detail of Consultant's Compensation
City of Buckeye
SR85 and Baseline Road - Traffic Signal Design Improvements
Revision Number 1

		Senior Professional II	Senior Professional I	Professional	Analyst/ Designer	Admin
TASK DESCRIPTION	SUBTOTAL	\$ 240.00	\$ 225.00	\$ 170.00	\$ 135.00	\$ 100.00
TASK 4 - UTILITY COORDINATION	\$ 5,780.00	-	6	17	4	10
Blue Stake, Collect As-Builts	\$ 400.00					4
Develop Utility Base Map	\$ 880.00			2	4	
Identify Utility Conflicts & Coordinate with Utility Companies	\$ 1,130.00		2	4		
Prepare and Distribute Utility Conflict Letters (3 Submittals)	\$ 1,110.00			3		6
General Utility Coordination Meetings (up to 2)	\$ 790.00		2	2		
Meeting Agenda and Notes	\$ 340.00			2		
<i>Note: hours for this task listed above are split between this contract and the SR85/Southern Avenue contract</i>						
APS Coordination & Coordination Meeting (up to 1)	\$ 395.00		1	1		
Meeting Agenda and Notes	\$ 170.00			1		
UPRR Coordination & Coordination Meeting (up to 1)	\$ 395.00		1	1		
Meeting Agenda and Notes	\$ 170.00			1		
TASK 5 - ROADWAY PLANS	\$ 38,480.00	-	22	94	130	-
Initial Alignments, Layouts, and Profiling	\$ 3,500.00		2	10	10	
Cover Sheet (1 Sheet)	\$ 835.00		1	2	2	
Legend & General Notes Sheet (1 Sheet)	\$ 835.00		1	2	2	
Geometric Control Sheet (1 Sheet)	\$ 1,905.00		2	3	7	
Typical Section Sheet (2 Sheets)	\$ 3,090.00		2	6	12	
Miscellaneous Details Sheets (1 Sheet)	\$ 1,905.00		2	3	7	
Baseline Road Paving Plan & Profile Sheets (1"=20') (4 Sheets)	\$ 15,340.00		8	32	60	
SR85 Paving Plan & Profile Sheets (1"=40') (2 Sheets)	\$ 7,670.00		4	16	30	
3D model and grading	\$ 3,400.00			20		
TASK 6 - DRAINAGE PLANS	\$ 10,005.00	8	-	15	41	-
Drainage Detail Sheets (2 Sheets)	\$ 3,870.00	4		6	14	
Draft Drainage Memorandum	\$ 3,930.00	2		6	18	
Final Drainage Memorandum	\$ 2,205.00	2		3	9	
TASK 7 - SIGNING AND MARKING PLANS	\$ 22,035.00	-	17	42	82	-
General Notes (1 Sheet)	\$ 835.00		1	2	2	
Sign Summary Sheets (4 Sheets)	\$ 4,420.00		4	8	16	
SR85 Removal Plans (1"=40') (Double Stacked) (1 Sheet)	\$ 2,210.00		2	4	8	
Baseline Rd Removal Plans (1"=40') (Double Stacked) (1 Sheet)	\$ 2,210.00		2	4	8	
SR85 Pavement Marking Plans (1"=40') (Double Stacked) (1 Sheet)	\$ 3,090.00		2	6	12	
Baseline Rd Pavement Marking Plans (1"=40') (Double Stacked) (1 Sheet)	\$ 3,090.00		2	6	12	
SR85 Signing Plans (1"=40') (Double Stacked) (1 Sheet)	\$ 3,090.00		2	6	12	
Baseline Rd Signing Plans (1"=40') (Double Stacked) (1 Sheet)	\$ 3,090.00		2	6	12	

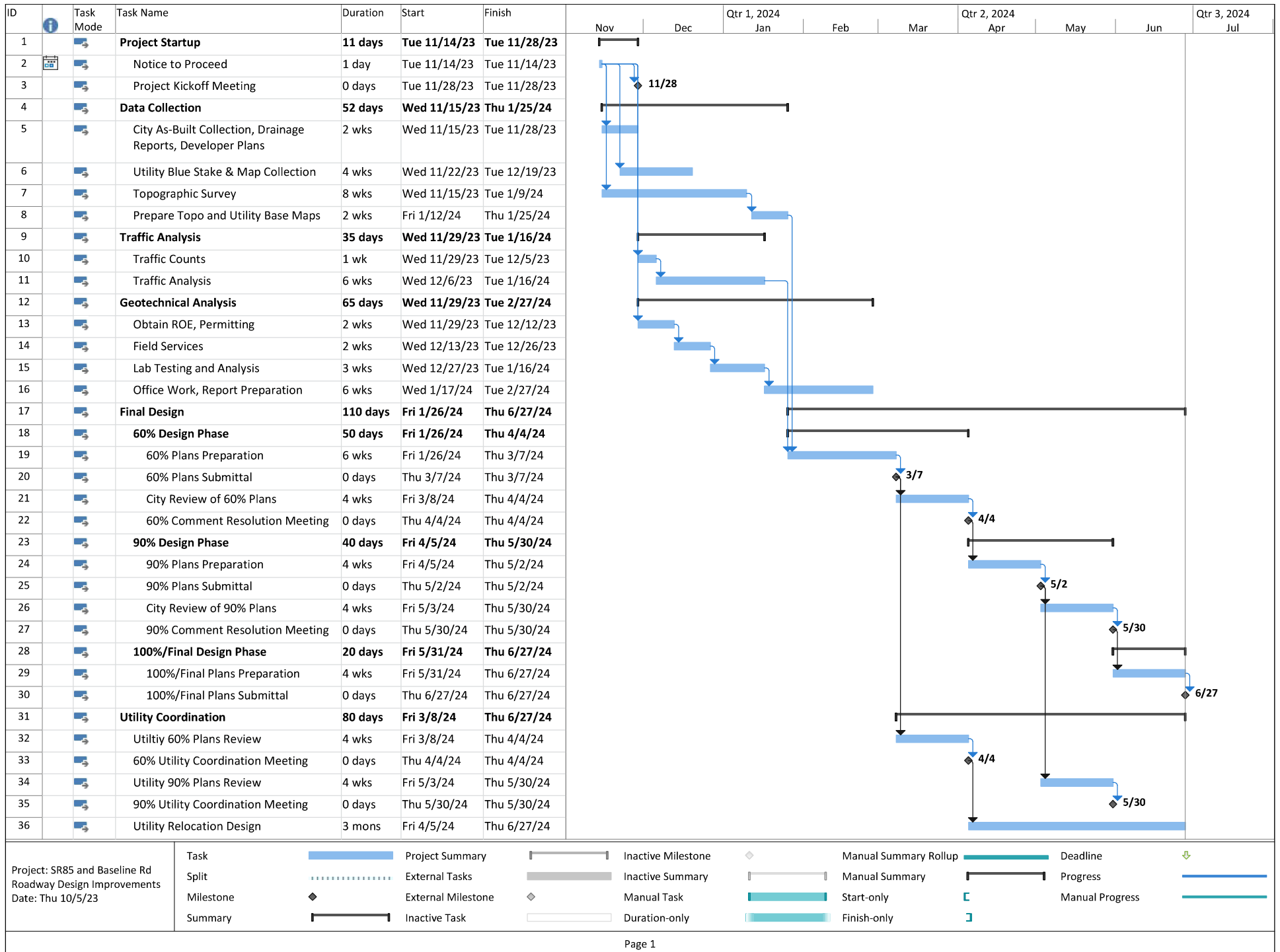
Detail of Consultant's Compensation
City of Buckeye
SR85 and Baseline Road - Traffic Signal Design Improvements
Revision Number 1

		Senior Professional II	Senior Professional I	Professional	Analyst/ Designer	Admin
TASK DESCRIPTION	SUBTOTAL	\$ 240.00	\$ 225.00	\$ 170.00	\$ 135.00	\$ 100.00
TASK 8 - TRAFFIC SIGNAL PLANS	\$ 22,305.00	-	17	42	84	-
General Notes (1 Sheet)	\$ 1,105.00		1	2	4	
SR85 and Baseline Rd Traffic Signal Plans (1"=20') (2 Sheets)	\$ 6,630.00		6	12	24	
SR85 and Baseline Rd Pole Schedule (1 Sheet)	\$ 6,180.00		4	12	24	
SR85 and Baseline Rd Conductor Schedule/ IISNS Format (1 Sheet)	\$ 6,180.00		4	12	24	
ITS Design (Included in Traffic Signal Plan)	\$ 2,210.00		2	4	8	
TASK 9 - TRAFFIC STUDY MEMORANDUM	\$ 11,040.00	12	-	48	-	-
Data Collection and Review of Traffic Studies	\$ 1,840.00	2		8		
Develop Synchro Models	\$ 1,090.00	1		5		
Traffic Analysis	\$ 2,180.00	2		10		
Initial Traffic Report	\$ 4,600.00	5		20		
Final Traffic Report	\$ 1,330.00	2		5		
TASK 10 - ENGINEER'S OPINION OF PROBABLE COST	\$ 8,365.00	-	6	23	23	-
60% EOPC	\$ 5,025.00		2	15	15	
90% EOPC	\$ 1,975.00		2	5	5	
100% EOPC	\$ 1,365.00		2	3	3	
TASK 11 - TECHNICAL SPECIFICATIONS	\$ 5,925.00	-	15	15	-	-
90% Technical Specifications	\$ 3,950.00		10	10		
100% Technical Specifications	\$ 1,975.00		5	5		
TASK 12 - SUBMITTALS AND QA/QC	\$ 10,890.00	12	18	18	-	9
Submittal Preparation (3 Submittals)	\$ 1,620.00			6		6
Summary of Comments (3 Submittals)	\$ 3,690.00		6	12		3
QA/QC (3 Submittals)	\$ 5,580.00	12	12			
SUBTOTAL DIRECT LABOR	\$ 145,200.00	39	116	336	372	24
ALLOWANCES						
TASK 13 - OWNER'S DESIGN ALLOWANCE	\$ 10,000.00					
Allowance for Miscellaneous Tasks or Services (10% of Base Fee)	\$ 10,000.00					
SUBTOTAL ALLOWANCES	\$ 10,000.00	0	0	0	0	0
DIRECT EXPENSES						
EXPENSES	\$ 156.00					
Vehicular Mileage (1 site visit @ 112 miles/visit @ \$0.50/mile)	\$ 56.00					
Miscellaneous Expenses (Deliveries, Plotting, Etc.)	\$ 100.00					

Detail of Consultant's Compensation
City of Buckeye
SR85 and Baseline Road - Traffic Signal Design Improvements
Revision Number 1

		Senior Professional II	Senior Professional I	Professional	Analyst/ Designer	Admin
TASK DESCRIPTION	SUBTOTAL	\$ 240.00	\$ 225.00	\$ 170.00	\$ 135.00	\$ 100.00
SUBCONSULTANT ALLOWANCES						
TASK 14 - TOPOGRAPHIC SURVEY	\$ 8,200.00					
Landcor Consulting - Topographic Survey	\$ 8,200.00					
TASK 15 - GEOTECHNICAL INVESTIGATIONS	\$ 13,512.77					
Ethos Engineering, LLC	\$ 13,512.77					
TASK 16 - TRAFFIC COUNTS	\$ 640.00					
Field Data Services	\$ 640.00					
SUBTOTAL SUBCONSULTANT ALLOWANCES	\$ 22,352.77					
TOTAL CONTRACT FEE - NOT TO EXCEED						
	\$ 177,708.77					

APPENDIX B
DESIGN SCHEDULE



APPENDIX C
LANDCOR CONSULTING



THIS AGREEMENT is made and entered into this ____ day of _____, 2023 (the "Agreement Date") by and between:

CLIENT

Name: **Kimley-Horn**
Street Address: 7740 N. 16th Street, STE 300
City/State/Zip: Phoenix, AZ 85020
Phone: 602-837-5511
Representative: Chad Huber

LANDCOR

Name: **Landcor Consulting, PC**
Street Address: 1955 S. Val Vista Dr. #121
City/State/Zip: Mesa, Arizona 85204
Phone: 810-287-8513
Representative: Nick Jarrett R.L.S.

PROJECT NAME:

SR-85 Mapping

PROJECT LOCATION:

SR-85 at Baseline Rd. in Buckeye AZ.

COMPENSATION:

See attached

REIMBURSABLE EXPENSES:

Cost plus 10%

RETAINER:

none

SCOPE OF SERVICES:

See Attached

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

CLIENT

Signature _____

LANDCOR

Signature  _____

Nick Jarrett, RLS

Title: _____

Title: Survey Manager

Date: _____

Date: 10-4-23

SCOPE OF SERVICES

Topographic Survey

LANDCOR will provide Field Survey Services of the project area for the purposes of Design Engineering. The survey will include the following items:

- ◆ Monument investigation and location for RW Verification.
- ◆ Site topography includes visible improvements and site features such as buildings, curbs, driveways, sidewalks, walls, trees, surface utilities, signs, etc. within the Survey Corridor.
- ◆ The Survey Corridor is shown below in RED.
- ◆ The data will be sufficient to produce a comprehensive topographic map & surface to produce one-foot contour intervals.

Fee Estimate = \$8,200

PROJECT AREA:





STANDARD HOURLY RATES AND REIMBURSEMENT SCHEDULE
(Rates Effective thru 2023)

Civil and Survey Hourly Rates

Principal (PE)	\$155
Project Manager/Engineer (PE)/Surveyor (RLS)	\$145
Designers/CADD Technicians	\$105
One-Man Survey Crew	\$155
Two-Man Survey Crew	\$195
Office Survey Support	\$135
Administrative/Clerical	\$70

Other Standard Reimbursable Expenses

All reimbursable expenses, including, but not limited to the following, will be invoiced at cost plus 10%: postage/express mail and deliveries; copying/printing/reproductions; project-related mileage; parking; sub-consultants approved by Client in advance, and other expenses approved by Client in advance.

APPENDIX D
ETHOS ENGINEERING, LLC

October 30, 2023

David Rodriguez, PE
Project Manager
Kimley-Horn Associates
7740 North 16th Street, Suite 300
Phoenix, Arizona 85020

**SUBJECT: Proposal for Geotechnical Investigation- Revision 1
SR 85 and Baseline Road Intersection
ADOT Contract 2022-006.08
Buckeye, Arizona**

Dear David:

As requested, Ethos Engineering, LLC (Ethos) is pleased to present this proposal for professional geotechnical engineering services to the Kimley-Horn Associates (KHA) design team for the referenced project. This proposal presents our understanding of the project, proposed scope of work for geotechnical investigation, schedule, and associated fee estimate. This revision addresses a reduction in scope as requested by the project team.

PROJECT UNDERSTANDING

We understand that improvements are planned at the intersection of SR 85 and Baseline Road in Buckeye, Arizona. Improvements will likely include pavement widening and signal upgrades. Widening could extend 2,000 feet beyond the intersection along SR 85 and up to 1,000 feet from the intersection along Baseline Road. The widening of the asphalt concrete pavement section will be designed in accordance with ADOT standards.

SCOPE OF SERVICES

Task 1 - Ethos will set up the project, review available project plans, and develop a field exploration plan showing the intended test locations. This plan will (if requested) be submitted to KHA (or others, as directed) such that the test locations can be checked for possible environmental impacts (to be performed by others).

Task 2 - Following approval of our field exploration plan, we will lay out the locations of the planned borings and coordinate clearing utilities within the proposed work areas through Arizona 811. We assume there are enough site features in order to lay out our borings without the need for additional survey. We will apply for and obtain a permit from the ADOT Central District in order to perform the test drilling.

The borings will be completed in the outside unpaved shoulders of SR 85 and Baseline Road. We have assumed that traffic control, in the form of rolling shoulder closures, will be required to perform the borings.

Task 3 - Ethos will subcontract a drill-rig and crew to complete 2 test borings with hollow-stem auger to a depth of 5 feet or prior practical refusal along this section of roadway. The



9180 S. Kyrene Rd #104
Tempe, AZ 85284

borings will be spaced at up to 1,600-foot intervals and located in the unpaved outside shoulder areas to minimize impacts to existing traffic.

Standard penetration test (SPT) tests will be performed at 2.5-foot intervals. Selected bulk samples of the auger cuttings will also be collected. An Ethos field engineer will oversee the drilling operations, log the test borings and collect the samples for testing. The borings will be backfilled with cuttings upon completion in accordance with permit requirements.

Task 4 - Ethos will perform selected laboratory testing on samples obtained from our field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analyses. The following laboratory tests are proposed:

Table 1 – Summary of Planned Laboratory Testing

No. of Tests	Test	Description
2	Sieve Analysis	Soil classification and pavement design
2	Atterberg Limits	Soil classification and pavement design
2	Ring Density	In-place moisture density for earthwork calculations

Task 5 - Ethos will develop geotechnical recommendations for the pavement section(s). Our recommendations will be discussed with KHA prior to preparation of a design report.

Task 6 - We will prepare a geotechnical investigation report providing recommendations for the planned roadway widening.

The report will include the following, at a minimum:

- Site plan showing the test locations and logs of the test borings
- Laboratory test results
- Discussion regarding our field investigation
- Discussions regarding regional geology and groundwater conditions
- Discussions regarding ground subsidence and earth fissures
- Pavement discussion and recommendations

The results of the field exploration, laboratory testing, engineering analyses, and geotechnical recommendations will be summarized in a written report prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona.

Task 7 – We will prepare an initial and final Pavement Design Summary (PDS) and Materials Design Report (MDR).

The PDS will include:

- A summary of the existing pavement history;
- A full description of the planned improvements;

- A discussion of the traffic loadings used for determination of the pavement, as needed;
- The parameters used for the development of pavement sections; and
- Recommended pavement sections.

The MDR will include:

- Required pavement sections;
- Vicinity map and typical sections;
- Subgrade Acceptance Chart;
- Subgrade, subbases and bases standard memo items;
- Surface Treatments and Pavements standard memo items; and
- Material sources standard memo items.

Task 8 – For estimating purposes, we will plan to attend up to four project meetings held throughout the course of the project.

PROJECT SCHEDULE

We anticipate our services will be completed in approximately 6 weeks after notice-to-proceed (NTP) or upon receipt of any needed environmental clearances, whichever is last provided. We will begin to develop the FIP within 5 days of NTP. We will complete the drilling within 2 weeks after receipt of the permit. We estimate the report will be available within 6 weeks of the completion of the field work.

AUTHORIZATION

We will proceed upon NTP (receipt of the executed KHA subcontractor agreement).

PROJECT FEES

Our services will be performed under the direction of an Arizona registered Professional Civil Engineer. Based on the proposed scope of work and our understanding of the project, we propose to complete the scope of work presented above for a lump-sum fee of **\$13,512.77**.

The estimated fees are based on the attached Work-hour Estimate, and Derivation of Fees. Labor was derived from an overhead rate of 145 percent and a fee of 10 percent.

The above fees are based on the scope of work included in this proposal. If there is a need for any change in the scope of services or schedule described in the proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes effect on the fee. Our fees will be invoiced on a monthly basis not to exceed the indicated amount. In the event that field conditions require a modification to the scope of work developed for this proposal and may affect either our planned project schedule or budget, we will contact

you at the earliest opportunity to discuss these conditions. Invoices will be due and payable within 30 days of receipt.

ASSUMPTIONS

We have assumed the following:

- Evaluation of the existing AC pavement is not included.
- The site is accessible to both foot and truck traffic.
- There are no private underground utilities on the site.
- Ethos will obtain a permit from ADOT to perform drilling within their right of way, and permit fees are assumed to be waived.

LIMITATIONS

The geotechnical services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of the geotechnical profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on visual observations, the review of plans prepared by others, and the completed small diameter test borings. It is likely that conditions will vary between or beyond the data evaluated, given the relative wide spacing of the borings. Ethos makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or require additional information pertaining to this proposal, we would be pleased to discuss them with you.

Sincerely,

ETHOS ENGINEERING LLC

Reviewed by:



Keith Dahlen, PE

Principal/Senior Geotechnical Engineer



Katie Mackay, PE

Project Engineer

t:\2023xxx - kha - sr 85, baseline and southern ave t\proposal\sr 85 & baseline\rev1\kha - sr 85 & baseline road intersection_ethos proposal_rev1.docx

Attachments: Work-Hour Estimate
Derivation of Fees
Subcontractor Quotes

SR 85 and Baseline Road
Ethos Engineering, LLC - Work-Hour Estimate
ADOT Contract No. 2022-006.08

Project Work Task	Project Manager - Sr.		Engineer - Sr.		Engineer		Designer		CADD Technician		Administrative		Total Hours
	1		0		0		0		0		1		
Project Set Up and Management	1		0		0		0		0		1		2
Permitting	0		4		0		4		0		0		8
Site Layout and Utility Clearances	1		2		0		4		2		1		10
Field Investigation	1		0		0		6		0		0		7
Laboratory Testing	0		2		0		2		0		0		4
Draft and Final Geotechnical Report	2		8		4		12		2		2		30
Initial and Final PDS and MDR	1		2		4		12		1		0		20
Project Meetings	6		0		0		0		0		0		6
TOTAL	12		18		8		40		5		4		87

SR 85 and Baseline Road Intersection Improvements
Contract 2022-006.08
TRACS TBD



DERIVATION OF COST SUMMARY

DIRECT LABOR

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Labor Costs</u>
Project Manager - Sr.	12	\$203.13	\$2,437.56
Engineer - Sr.	18	\$179.22	\$3,225.96
Engineer	8	\$143.51	\$1,148.08
Designer	40	\$93.73	\$3,749.20
CADD Technician	5	\$72.85	\$364.25
Administrative	4	\$76.97	\$307.88
Total Hours:	87		
		Total Direct Labor	\$11,232.93

DIRECT EXPENSES

Vehicle Mileage (Personal) (Per ADOT Travel Policy)	258 mi. @ \$0.625 /mi.	\$161.25
--	------------------------	----------

Total Direct Expenses: \$161.25

OUTSIDE SERVICES

Test Drilling (ACS) - See Quote
Laboratory Testing (ACS) - See Quote
Traffic Control (Roadsafe) - See Quote

Total Estimated Outside Services: \$2,118.59

By:

Keith Dahlen, Contract Manager

TOTAL LUMP SUM COST: \$13,512.77

10/30/2023
Date

SR 85 and Baseline Road
Ethos Engineering, LLC - Mileage Estimate
ADOT Contract No. 2022-006.08

Project Task	No. of Two -Way Trips	Miles per Trip	Total Miles
Site Layout and Utility Clearances	1	120	120
Field Investigation	1	120	120
Laboratory Testing	1	18	18
TOTAL			258

Ethos Office: 9180 S Kyrene Road, Suite 104
 Tempe, AZ 85281

ACS Lab: 2235 W Broadway Road
 Mesa, AZ 85202



Imagery ©2023 TerraMetrics, Map data ©2023 Google 5 mi

 via AZ-202/AZ-202 Loop W and I-10 W 1 hr 10 min 60.3 miles

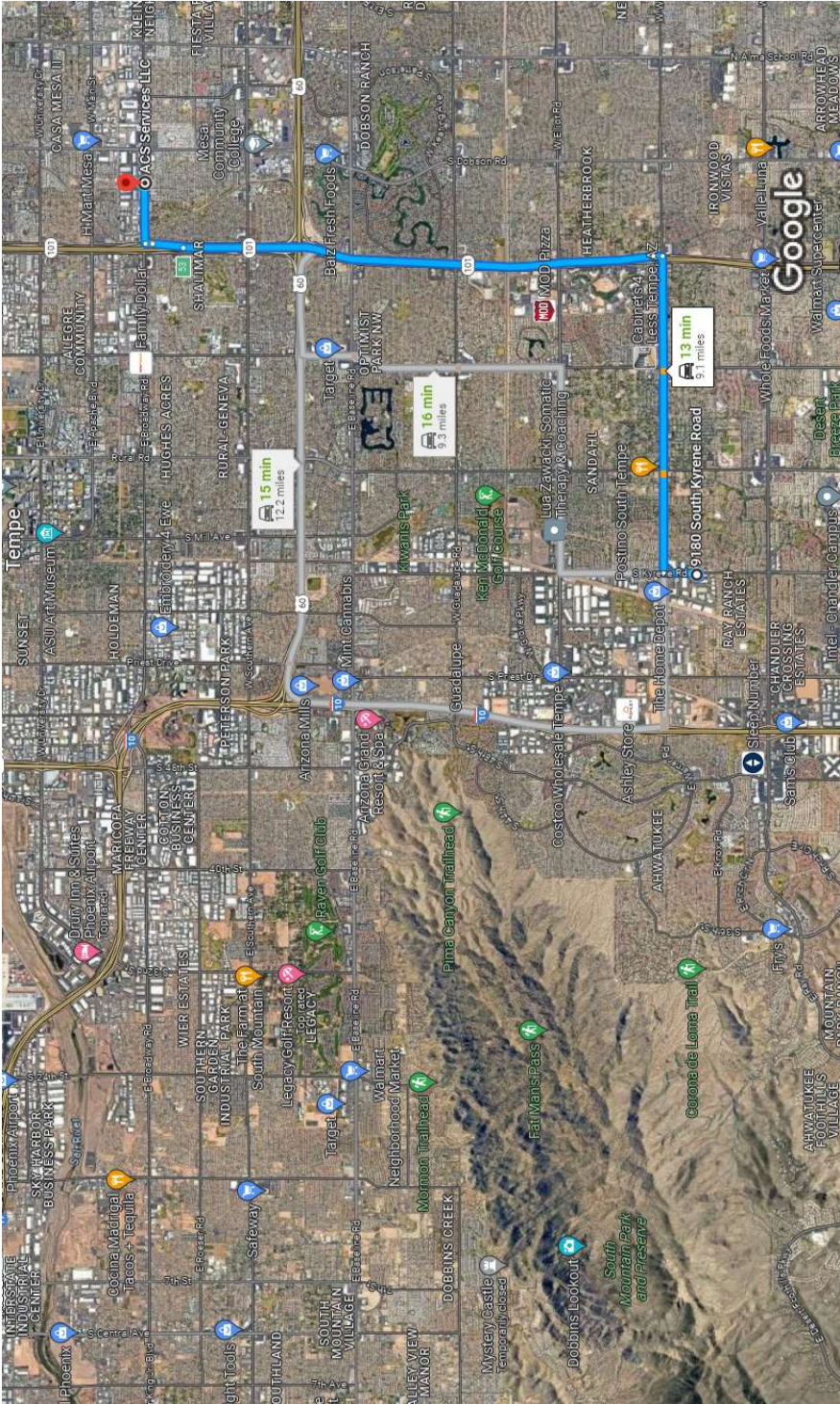
Fastest route now, avoids crashes on I-10 W

 via I-10 W 1 hr 14 min 55.9 miles

Heavier traffic than usual

Explore AZ-85

Restaurants Hotels Gas stations Parking Lots More



Imagery ©2023 Airbus, CNES / Airbus, Landsat / Copernicus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/Geo, Map data ©2023

 via W Warner Rd and AZ-101 Loop N
Fastest route now due to traffic conditions

13 min

9.1 miles

 via US-60 E

15 min

12.2 miles

 via S McClintock Dr

16 min

9.3 miles

Explore nearby ACS Services LLC



DBE SBE WBE

Page: 1 of 1
Proposal #: 2360312
Proposal Date: 10/30/2023

Thank you for the opportunity to provide a quote for one of your potential jobs.

ADOT Contract #
ADOT Project #
2022-006.08

Ethos
Keith Dahlen
9180 S Kyrene Rd, #104
Tempe, AZ 85284

Project Name: SR-85 / Baseline Rd
Location: SR-85 / Baseline Rd
Buckeye, AZ 85326

Subject: Advance two HSA borings to 5' each for a total of 10'. Ethos will provide any permit or TC needed and utilities locate. Perform lab testing.

Item	PAU	Quantity	Unit	Cost	Price
Drilling					
Mob/Demob	23.46	2	HR	\$ 225.00	\$ 450.00
Drilling (Auger 0' - 51')	23.46	10	FT	\$ 32.78	\$ 327.80
Administrative	23.46	0.5	EA	\$ 69.86	\$ 34.93
Support Truck (3/4 ton) Company Owned	23.46	4	HR	\$ 25.00	\$ 100.00
				Drilling Total	\$ 912.73
Lab					
Grain Size Analysis	23.49	2	EA	\$ 93.15	\$ 186.30
Atterberg Limits (LL and PL)	23.49	2	EA	\$ 85.96	\$ 171.92
Undisturbed Ring Density/Moisture	23.49	2	EA	\$ 40.32	\$ 80.64
				Lab Total	\$ 438.86
				Total Lump Sum Costs	\$ 1,351.59

Charles Johnson "Eddie"

Charles Johnson "Eddie"



3015 EAST ILLINI STREET
PHOENIX, AZ 85040
602-243-1218 OFFICE
602-243-3470 FAX

TO: Keith Dahlen
Ethos

Proposal

PROJECT:	Rolling shoulder closure	BID DATE:	10/5/2023	
LOCATION	SR85/Baseline	ESTIMATOR:	Phil Boyles	
QUOTE:	10052023PB03 - Revised			
BID LINE	DESCRIPTION	UNIT	QTY	PER DAY EXTENDED
1	SCOPE - Equipment for Rolling TMA shoulder closure at SR85 at Baseline Rd	EA DAY	1	\$ 367.00 \$ 367.00
2	Labor- Includes Delivery, Setup/Reset Or Takedown/Return - Per Occurrence. Includes 4 hrs of TMA operation with 2 hrs Port to Port. Includes 1 man 1 truck to set and pick up traffic control devices.	EA	0.5	\$ 670.00 \$ 335.00
3	Traffic Control Plan	Per Sheet	1	\$ 65.00 \$ 65.00

Equipment Notes:

Sand Bags & Flags Included. All signs are temporary and will be installed on spring stands and/or rigid sign stands.

Quote Total = \$ 767.00

Thank You For The Opportunity,

Philip Boyles

Philip Boyles

APPENDIX E
FIELD DATA SERVICES



RIZONA, INC.
520.316.6745

Work Estimate

DATE: 10/5/2023

ESTIMATE #: 23-421

CITY: *Buckeye*

Prepared by: Sharon Morris

veracitytrafficgroup dba (Ca)

SERVICE PROVIDER - SUBCONTRACTOR

Field Data Services of Arizona, Inc.

Veracity Traffic Group (California)

31894 Whitetail Ln.

Temecula, CA 92592

Phone: 520.316.6745

Fax: 866.686.7612

www.fdsaz.com

PROJECT DESCRIPTION:

[illegible]

102

On-Call Engineering and Architectural Services

Contract No. 2022003.22, TO #13

Kimley-Horn and Associates, Inc.

41

Page 1

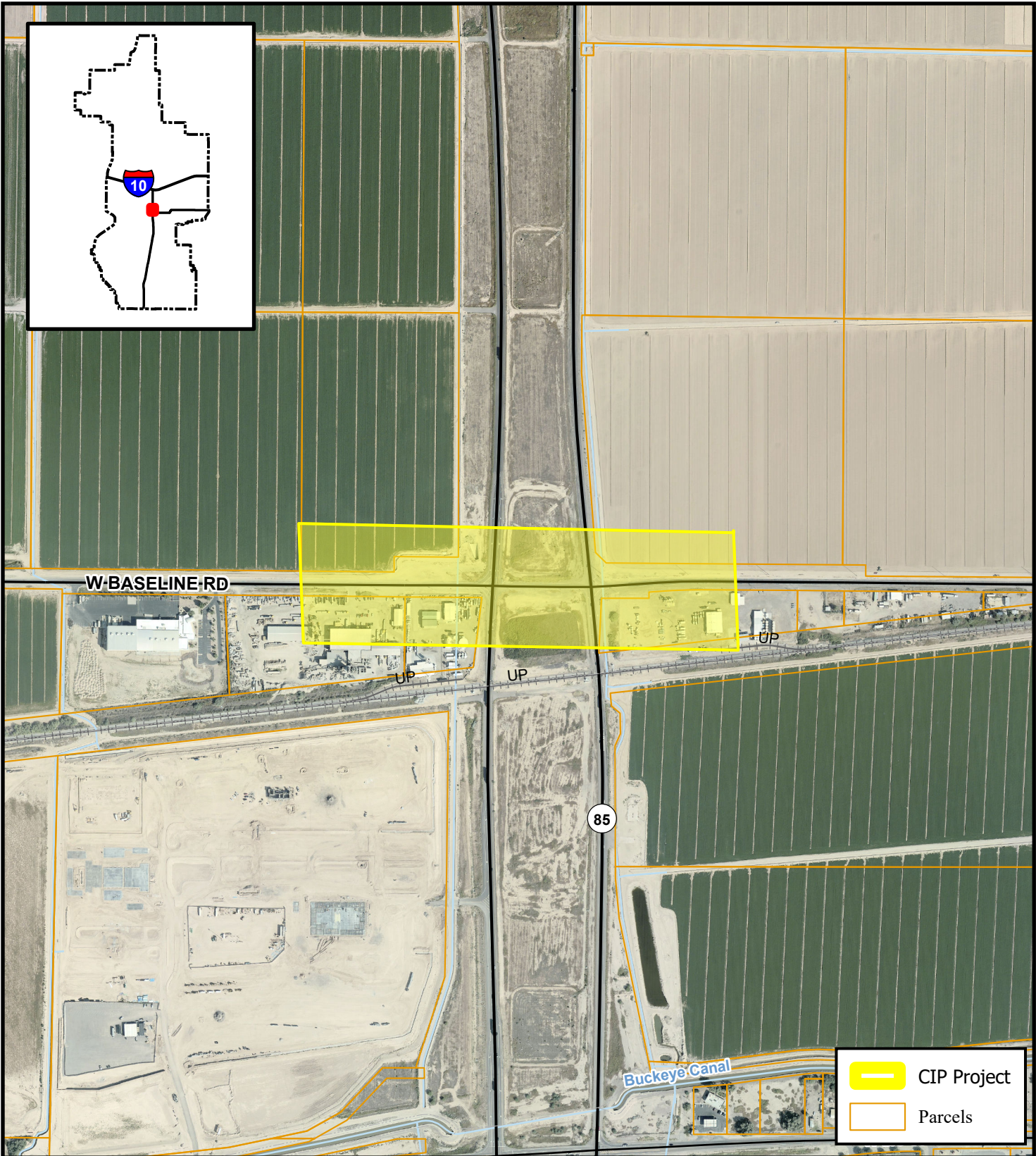
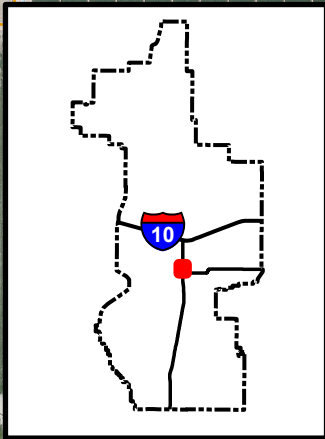


EXHIBIT A

ESTIMATE #: 23-421

SITE 1





While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

CIP 108080 Traffic Signal/Intersection Improvements: SR 85 & Baseline Road

0 250 500 1,000 Feet



Date: 12
Document Name: CIPVicinityM

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

MEETING DATE: 01/16/24	AGENDA ITEM: 4.D. COMM - 2024 Legislative Agenda
DATE PREPARED: 01/11/24	DISTRICT NO.: All
STAFF LIAISON: John Raeder, Intergovernmental Relations Coordinator, jraeder@buckeyeaz.gov, (623) 204-8177	
DEPARTMENT: Marketing & Communications	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 adoption of the 2024 Legislative Agenda.

SUMMARY

PROJECT DESCRIPTION:

The Communications and Government Relations Department is seeking Council approval of the 2024 Legislative Agenda, which establishes legislative guidelines and principles for the city to insure a strong and consistent message on items of the greatest priority. The legislative agenda includes protecting local decision-making authority in the following areas: water resources, local revenue, transportation and aviation, housing, economic development, Luke Air Force Base, and federal priorities.

The Council approved the 2023 Legislative Agenda on January 17, 2023, which continues to be the guiding document until the approval of an updated legislative agenda. At the beginning of each legislative session, staff seeks Council adoption of the legislative agenda, which defines the city's legislative priorities and guides the city's government relation activities.

Throughout the year, staff will provide updates on the legislative agenda as well as any other legislative activity that may have an impact on Buckeye and other municipalities. Staff may return to Council to present information and receive formal direction on specific bills and/or amendments that may have a significant impact on the city or do not fall under the guiding principles established in the legislative agenda.

BUDGETED:

Yes

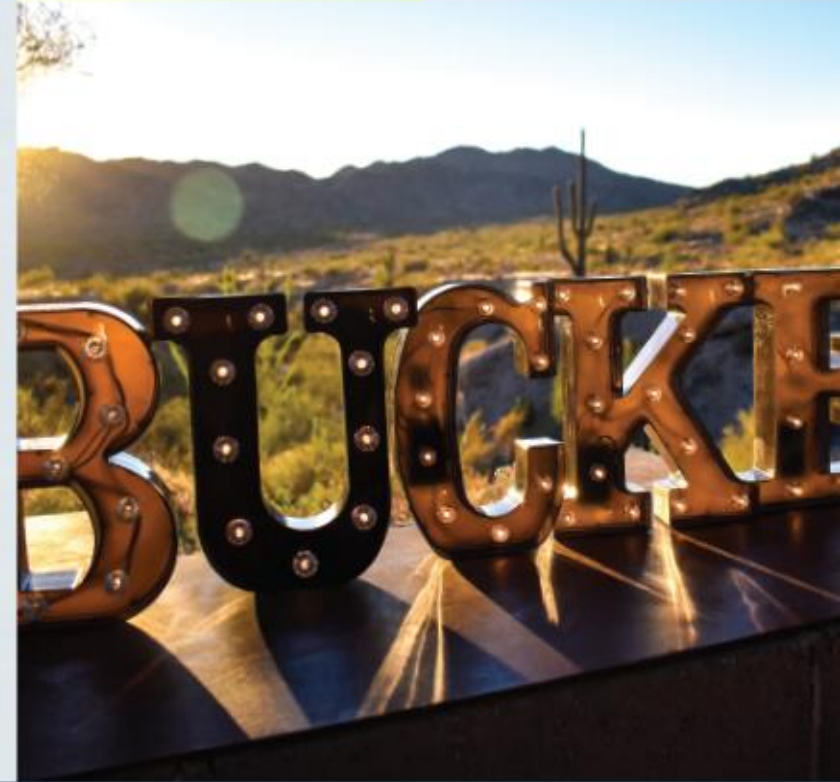
Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[Legislative Agenda PPT.pdf](#)
[2024 Legislative Agenda.pdf](#)

Legislative Agenda

December 19, 2023



Intergovernmental Affairs



Coordinate legislative activities

Advocate for the City's interests and work to resolve issues with external stakeholders

2023 Session Review



Bills Introduced: 1,675

Bills Signed: 205

Bills Vetoed: 143



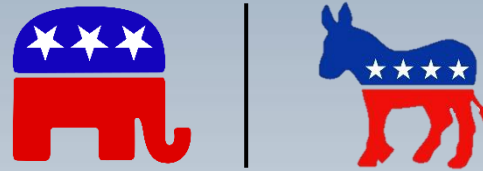
The Good - S1102 (Prop. 400)

The Bad - S1131 (Residential Rental Tax Preemption)

The Ugly - Longest session in Arizona history (204 days)

2024 Legislative Session

Second Regular Session of the 56th Arizona Legislature convenes on
Monday, January 8, 2024



Senate: 16 Republicans, 14 Democrats
House: 31 Republicans, 29 Democrats

Legislative District 23



Senator Brian Fernandez



Representative Michele Peña



Representative Mariana Sandoval

Legislative District 25



Senator Sine Kerr
Majority Whip



Representative Michael Carbone



Representative Tim Dunn

Major Themes



Leadership & Elections
Budget Shortfall
Revenue Sharing
ESAs
Water
Housing
Food Tax



Legislative Priorities

Buckeye is committed to transparent and fiscally responsible governance that provides a **SAFE** and **SUSTAINABLE QUALITY OF LIFE** for our residents while **PRESERVING LOCAL DECISION-MAKING AUTHORITY**



“Basically, stay out of our kitchen” – smart person

Legislative Priorities



WATER RESOURCES

SUPPORT sustainable water management, augmentation and conservation policies



LOCAL REVENUE

SUPPORT local authority to determine fiscally responsible and diverse revenue sources



TRANSPORTATION & AVIATION

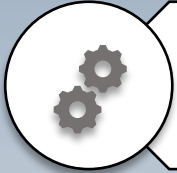
SUPPORT local and regional transportation initiatives and funding opportunities to improve the community's quality of life and economic viability

Legislative Priorities



HOUSING

SUPPORT policies that will encourage balanced housing growth



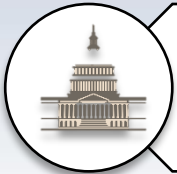
ECONOMIC DEVELOPMENT

SUPPORT policies that enhance Buckeye's economic competitiveness



LUKE AIR FORCE BASE

PROTECT the mission of Luke Air Force Base



FEDERAL PRIORITIES

ADVOCATE for the release of all deed restrictions on 940 acres of state land.

SEEK funding for city infrastructure projects and programs

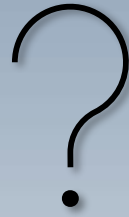
Goal



Keep Mayor and Council
INFORMED and work
COLLABORATIVELY to
advocate for policies that
advance our strategic goals
and priorities



Legislative Agenda



Questions, Thoughts, Suggestions

Buckeye is committed to transparent and fiscally responsible governance that provides a **SAFE** and **SUSTAINABLE QUALITY OF LIFE** for our residents while **PRESERVING LOCAL DECISION-MAKING AUTHORITY**.

WATER RESOURCES

SUPPORT sustainable water management, augmentation and conservation policies that respect the city's authority related to water resources.

SUPPORT the modernization of the Arizona Groundwater Management Act and additional pathways for designation of assured water supply for municipal providers.



PROTECT LOCAL REVENUE

SUPPORT local authority to determine fiscally responsible and diverse revenue sources.

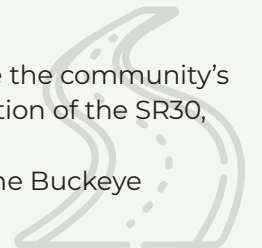
ADVOCATE for the reinstatement of the Residential Rental Tax and **OPPOSE** legislation that reduces or negatively impacts the collection of local Transaction Privilege Tax (TPT), State Shared Revenues, impact fees, the Highway User Revenue Fund (HURF), use tax or other local revenues.



TRANSPORTATION & AVIATION

SUPPORT local and regional transportation initiatives and funding opportunities to improve the community's quality of life and economic viability, in particular appropriations to expedite the full completion of the SR30, SR85 and improvements to the I-10 in Buckeye.

SUPPORT legislation and funding opportunities to strengthen and expand operations at the Buckeye Municipal Airport.



HOUSING

SUPPORT policies that encourage balanced housing growth.

OPPOSE legislation that would preempt the city's zoning and design review authority.

SUPPORT additional flexibility and authority to effectively regulate short-term rental and sober living home properties.



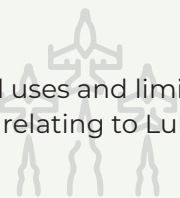
ECONOMIC DEVELOPMENT

SUPPORT policies that enhance Buckeye's economic competitiveness, including incentives and other economic diversification mechanisms which contribute to high quality private sector growth and job creation.



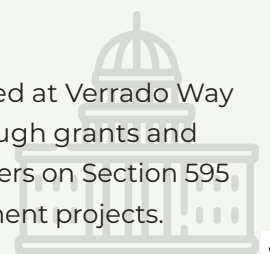
LUKE AIR FORCE BASE

PROTECT the mission of Luke Air Force Base, and **SUPPORT** efforts to ensure compatible land uses and limit encroachment around the base. **OPPOSE** any legislation that would weaken existing statutes relating to Luke Air Force Base or other military installations.



FEDERAL

ADVOCATE for the release of FAA/DOD deed restrictions on 940 acres of state land located at Verrado Way and Yuma Road. **SEEK** federal funding for city infrastructure projects and programs through grants and congressionally directed spending requests. **COLLABORATE** with the Army Corps of Engineers on Section 595 programs for water-related environmental infrastructure, resource protection and development projects.



CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/16/24	AGENDA ITEM: 4.E. Water Resources - Supervisory Control and Data Acquisition (SCADA) System Upgrade
DATE PREPARED: 01/11/24	DISTRICT NO.: All
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 an Agreement between the City of Buckeye, an Arizona municipal corporation, and Vertech Industrial Systems, an Arizona limited liability company, for services required to convert and upgrade the existing SCADA system from Wonderware platform to Inductive Automation's Ignition platform and authorizing the City Manager to execute and deliver on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:

The SCADA Upgrade project will replace the existing SCADA system software and associated hardware, including more stable servers, which is crucial for infrastructure applications as defined by established IT industry standards. The software will be replaced to reduce future software licensing obligations and will expand the City's ability to monitor and control more data points. During the migration, the user interface will be standardized so Operations staff will experience the same look and feel regardless of their facility assignment, streamlining operations, and training.

BENEFITS:

The conversion to Ignition will (1) introduce a more stable computer hardware technology platform, (2) minimize costs associated with licensing for increased staffing over time, (3) unify the user interface into one cohesive set of standards, (4) increase software resiliency, (5) introduce features that promote continuity of operations, (6) make the system easier to learn/use and (7) reduce maintenance requirements.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

This work shall not exceed \$732,604.74, including taxes, as set forth in Exhibit A.

CURRENT FISCAL YEAR TOTAL COST:

\$732,604.74

BUDGETED:

Yes

FISCAL YEAR:

FY24/FY25

FUND/DEPARTMENT:

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

ATTACHMENTS:

[TO 2 to Contract No. 2022003A.49 with Vertech.pdf](#)

**ON-CALL CONSULTING TASK ORDER
FOR ENGINEERING AND ARCHITECTURAL SERVICES
BETWEEN
THE CITY OF BUCKEYE
AND
VERTECH INDUSTRIAL SYSTEMS, LLC**

**ON-CALL CONSULTING CONTRACT NO. 2022003A.49
TASK ORDER #2
WTR SCADA Comp Upgrades**

THIS TASK ORDER #2 (this "Task Order") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Vertech Industrial Systems, LLC, an Arizona limited liability company (the "Consultant"). This Task Order is subject to and governed by the terms and conditions of On-Call Consulting Contract No. 2022003A.49 between the City and Consultant, dated June 7, 2022 (the "Contract").

**ARTICLE 1
SCOPE OF SERVICES**

Consultant shall assist with the WTR SCADA Comp Upgrades Project, as more fully set forth in the Consultant's Proposal, which is attached hereto as **Exhibit A** and incorporated as if fully set forth herein (the "Work").

**ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES**

The Consultant shall commence work immediately upon the Issuance by the City of a Notice to Proceed and complete the services and deliverables on or before June 30, 2024, unless this Task Order is earlier terminated pursuant to the terms and conditions of the Contract.

**ARTICLE 3
FEE BREAKDOWN**

Consultant shall be paid in accordance with the fee schedule set forth in the Contract. The total cost to complete the Work shall not exceed **Seven Hundred Thirty-Two Thousand, Six Hundred Four Dollars and Seventy-Four Cents (\$732,604.74)**, as set forth in **Exhibit A**.

**ARTICLE 4
ADDITIONAL TERMS**

This Task Order is subject to the terms and requirements of the Contract and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Task Order, the Consultant certifies its compliance with A.R.S. § 35-393.01.

If there is any discrepancy between the terms and conditions of this Task Order, the Contract, and **Exhibit A** to this Task Order, the documents shall govern in that order.

ARTICLE 5 EXHIBITS

This Task Order includes and incorporates the following Exhibit:

Exhibit A – Consultant’s Proposal Quote No. Q230332

[SIGNATURE PAGE TO FOLLOW]

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

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

CONSULTANT:

Vertech Industrial Systems, LLC
an Arizona limited liability company



Titus Crabb, President

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:



William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**EXHIBIT A
TO
TASK ORDER #2**

**CONSULTANT'S PROPOSAL
QUOTE NO. Q230332**

Cover Letter

September 5, 2023

Michael Stewart
City of Buckeye, AZ
530 E. Monroe Ave.
Buckeye, AZ 85326

Quote #: Q230332

WonderWare to Ignition Conversion

(7/21/23: Revised to show software license costs and Tartesso campus programming costs

9/5/23: Added 2 site license software bundles)

Michael,

Thank you for involving us in this opportunity. This proposal provides information on the WonderWare to Ignition Conversion you have requested.

We look forward to our partnership with you and the City of Buckeye. Vertech will continue to be a trusted resource. Please contact me at 480.231.9062 if you have any questions or require additional information.

Sincerely,



Bob Simpson

Business Development Manager

Vertech

Office: 480.231.9062

bsimpson@vertech.com

Proposal

SCOPE OF WORK

The City of Buckeye is interested in converting its current WonderWare SCADA platform to Inductive Automation's Ignition SCADA. As of today, Buckeye is expanding rapidly, and with the growing burden of higher software support and software upgrade costs with their current platform, alternatives need to be explored. The current SCADA system is costing the City of Buckeye more with every well and booster site implementation. Inductive Automation's Ignition SCADA will reduce these incurring costs over the long run by allowing unlimited clients and tags to be added to the system as the city expands without additional licensing costs beyond the initial implementation. This will be a substantial savings with how rapidly Buckeye is expanding.

Inductive Automation offers The City of Buckeye the ability to enhance their SCADA system with modern tools that will scale unlimitedly without overbearing licensing and support costs. Utilizing Ignitions Perspective Mobile, Vertech will design and deploy cutting edge web-based SCADA applications to Buckeye's Operators' cell phones and tablets, allowing them to monitor and control Buckeye's Water and Wastewater systems from anywhere. This combined with the City of Buckeye's already reliable Ethernet radio infrastructure will allow the city to take full advantage of Ignition's HTML 5 capability. Sharing clients will be a thing of the past, with every operator being able to launch their own individual mobile application.

Additionally, Vertech will develop an Ignition architecture that will provide Buckeye with a robust, low-cost SCADA system utilizing just one gateway at the main office and clients out at each location. This architecture helps to keep the licensing costs to a minimum as Ignition only requires that a gateway have a paid license. Unlimited clients at various sites will add zero cost to the licensing fee.

- Based on the Buckeye water and wastewater systems, existing AOIs will be modified to function in the new SCADA systems. New AOIs developed as required to gather all essential information for display on screens.
- Vertech will work closely with Buckeye Operators to develop new SCADA screens to monitor key statuses, trend key performance indicators, callout and acknowledge alarms, and control their Water and Wastewater systems.
- Vertech will implement the Ignition system parallel to WonderWare during startup to mitigate any downtime. Vertech will verify Ignitions functionality before finalizing the conversion and retiring WonderWare.
- A revised Standards manual for the City for all future SCADA projects. This will depict the new higher performance screens which will give greater definition to any issues or alarms in the systems.

The City will be supplying all Ignition licenses, servers, workstations, tablets, and all network equipment for this project.

Item	Qty	Description
1	Lot	Professional Services • SCADA Programming for the following Water Sites: ○ Jackie Meck – Broadway Water Campus ○ North Airport ○ Sundance ○ Festival Ranch • SCADA Programming for the following Wastewater Sites: ○ Sundance ○ Central ○ Festival Ranch • Ignition architecture development • Startup services for each site • Training • Standards manual

Item	Qty	Options
1	Lot	Software Licenses • Inductive Automation Redundant Ignition Modules as follows: ○ Ignition Platform ▪ This is the foundation for every Ignition SCADA system. It holds the core drivers (AB, Modicon, etc.), unlimited tags, unlimited designers, and connectivity to any major PLC and database with built-in SQL database connectivity. ○ Perspective Module, Unlimited ▪ Used to build modern, industrial applications and freely deploy them to any web browser, mobile device, or desktop computer. ○ Alarm Notification Module ▪ For the configuration and management of alarm notifications. ○ SQL Bridge ▪ For recording operator interactions such as setpoint changes, etc. and all data stored in a SQL database. ○ Tag Historian Module ▪ Used to turn SQL database into a high. ○ Reporting Module ▪ Provides the capability to create dynamic, database-driven PDF reports. ○ SMS Notification Module ▪ Used for alarm text messages to operators. ○ Enterprise Administration Module ▪ Single Controller or Agent ○ Redundancy ○ Basic Care Support contract for 1-year • Canary Labs Historian as follows: ○ Redundant Medium historian for 20,000 tags • (10) Site SCADA ○ Ignition Platform ▪ This is the foundation for every Ignition SCADA system. It holds the core drivers (AB, Modicon, etc.), unlimited tags, unlimited designers, and connectivity to any major PLC and database with built-in SQL database connectivity. ○ Perspective Module, Limited (2-Clients) ▪ Used to build modern, industrial applications and freely deploy them to any web browser, mobile device, or desktop computer. ○ Alarm Notification Module ▪ For the configuration and management of alarm notifications. ○ SQL Bridge ▪ For recording operator interactions such as setpoint changes, etc. and all data stored in a SQL database. ○ SMS Notification Module ▪ Used for alarm text messages to operators. ○ Enterprise Administration Module ▪ Single Controller or Agent ○ Basic Care Support contract for 1-year Edge Panel licenses each with 1-year Basic Care support

2	Lot	Tartesso Water Treatment Facility Programming • SCADA Programming for the Tartesso Water Reclamation Facility • Startup services for each site • Training
3	Lot	Tartesso Wastewater Reclamation Facility Programming • SCADA Programming for Tartesso Wastewater Reclamation Facility Programming • Startup services for each site • Training

PRICING

ITEM	DESCRIPTION	PRICE EXT.
1	Project Management	\$ 47,180
2	Water System SCADA Programming & Startup	
	• Broadway Water Campus – Jackie Meck	\$ 80,240
	• North Airport	\$ 72,860
3	Wastewater System SCADA Programming & Startup	
	• Sundance	\$ 90,630
	• Central	\$ 87,760
	• Festival Ranch	\$ 59,760
4	Ignition Architecture Development	\$ 3,780
5	Standards Manual	\$ 28,050
6	Inductive Automation's Perspective Software as listed above	\$ 185,140
7	Canary Lab's Historian 20,000 tags/w Redundancy	\$ 19,190.00
	Subtotal	\$ 674,590
	Estimated Tax	*
	PRICE TOTAL	\$ 674,590

* Taxes will be calculated at time of billing

OPTION PRICING

ITEM	DESCRIPTION	PRICE EXT.
1	Tartesso Water System SCADA Programming & Startup	\$ 70,920
2	Tartesso Wastewater System SCADA Programming & Startup	\$ 74,120
3	Sundance Water System SCADA Programming & Startup	\$ 75,180
4	Festival Ranch Water System SCADA Programming & Startup	\$ 70,920
	Labor Only	
	Options Total	\$ 291,140

HARDWARE RECOMMENDATIONS

It is suggested that the City purchase server-class hardware for the new SCADA system. This hardware will perform better over the long term than a PC type computer.

If further definition is required, Vertech will need to perform a site discovery to obtain all the necessary information to build a detailed recommendation.

NOTES

- City of Buckeye will purchase all necessary software licenses. (Priced as an option)
- City of Buckeye will purchase all necessary hardware.
- Water system startup and training includes a total of (2) 40-hour weeks onsite. If additional time is required, it will be billed at Vertech's current standard rates.
- Wastewater system startup and training includes a total of (9) 8-hour days onsite. If additional time is required, it will be billed at Vertech's current standard rates.

EXCLUSIONS

- The following is **NOT** provided:
 - Hardware of any type
 - Software licenses, Optionally listed
 - PLC Programming
 - Servers, client workstations, tablets, or cell phones
 - SCADA network hardware
 - IT configuration
 - Any instrumentation
 - Field wire terminations and testing
 - Any permits or other governmental fees required for physical installation of any equipment.
 - Additional hardware required to accommodate any change requisitions during the course of designing or building the system.
 - Any services or hardware not specified by this proposal document.

PAYMENT AND AVAILABILITY

- This proposal is subject to the terms and conditions detailed on the following pages.
- Terms of payment: Net-30 days. FOB Origin.
- Pricing is good for 60 days from the date of this proposal.
- Please reconfirm lead time at time of order
 - Lead time subject to change based on Vertech's resource availability at time of order.

TERMS AND CONDITIONS

1. Definition of Terms: "Vertech" shall be Vertech Industrial Systems, LLC. "Customer" shall be the legal entity issuing the contract or purchase order to Vertech authorizing the Work and taking possession of all tangible goods produced as a result of executing the Work. The "Work" shall be the entirety of the goods and services defined in the attached Proposal. The "Work Product" shall be the software deliverable provided by Vertech as a part of the Work. The "Proposal" includes this document in its entirety.

2. Entire Agreement: The entire agreement between Vertech and Customer consists of: (a) these Terms and Conditions, (b) the Proposal, (c) the written requirements of Customer (if any) that are attached as Exhibit B and, (d) if applicable, Customer's later purchase orders to the extent consistent with the foregoing documents (collectively the "Contract"). To the extent any later purchase order includes terms that are additional, different or inconsistent with these Terms and Conditions or the Proposal, such additional, different or inconsistent terms are expressly rejected by Vertech unless agreed to by both Customer and Vertech in writing. The Contract may only be modified by a written Change Order, executed by both Customer and Vertech.

3. Payment: Payment must be made according to the terms defined in this Proposal or otherwise agreed to in writing. Failure to make payment as agreed will result in the assessment of finance charges of 1.5% per month or the highest amount allowable by law, whichever is smaller. Additionally, lack of payment shall be just cause to withhold shipment of any tangible goods or the release of any Work Product, design documents or software. Prior to the release of any deliverable to Customer, Customer's payment account for the affected project shall be current.

4. Payment Default: If, after seven (7) days' notice by Vertech, Customer does not make payment for the Work in conformity with this Contract (or, with or without such notice if Customer has repeatedly failed to make payment in conformity with this Contract), Vertech may suspend the Work until it receives all payments then due, and the Contract Sum shall be increased by Vertech's reasonable demobilization and remobilization costs. In the event collection of any amounts due to Vertech is referred to an attorney,

Customer shall bear all costs of collection, including, but not limited to, Vertech's reasonable attorney fees. Vertech may require prepayment of any or all amounts due if the financial condition of Customer reasonably justifies it.

5. Schedule: The Schedule for completing the Work shall be modified from time to time to reflect changes in scope or specifications or to permit revisions, particularly with respect to the software development portion of the Work. The Schedule also shall be extended in the event of delays caused by the Customer or anything else not caused by Vertech's acts or omissions and that are beyond Vertech's reasonable control.

6. Cooperation: To complete Vertech's portion of the Project, Vertech will require Customer to provide sufficient technical assistance to ensure that the specifications for the Work and the requirements of Customer are communicated to Vertech in a timely and cohesive manner consistent with the agreed scope of the Work. Customer will take all steps necessary to secure the availability of such technical personnel at appropriate times to coordinate and communicate with Vertech. Vertech will not be liable for any failure to perform the Work to the extent that the failure is caused by Customer's lack of cooperation. Vertech is entitled to rely on the accuracy and completeness of any data, material, or other information furnished by Customer, without independent investigation or verification.

7. Warranties: The Work will be deemed accepted, and Vertech's warranty period described herein shall begin, upon the earliest of the following events: (a) the date of first use by Customer, whether such use is partial or complete; or (b) the date of successful completion of the Site Acceptance Test (SAT).

Vertech warrants the computer and controls hardware supplied for the Project to the extent of any manufacturer's warranty to Vertech that is applicable to such equipment. Vertech warrants that it will, for a period of one (1) year, correct, repair or replace Work Product that fails to meet the design requirements of the Contract under normal use. This warranty is void if anyone other than Vertech has modified the Work Product in any way. Failure to purchase adequate training for those using the Work will void this limited

warranty. EXCEPT AS SET FORTH IN THIS PROPOSAL WITH REGARD TO BOTH HARDWARE AND SOFTWARE, VERTECH MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHER EXPRESS OR IMPLIED WARRANTIES.

8. Third Party Licenses: Customer shall ensure that it is in possession of valid licenses for all third-party software (not provided by Vertech) used for the Project, and shall indemnify and hold harmless Vertech against all claims by licensors of such software. Vertech makes no warranty regarding such third-party software or its effect on the performance of the Work Product to be developed by Vertech for the Project.

9. Customer Intellectual Property: Any intellectual property of Customer provided to Vertech in relation to the Project shall remain the exclusive property of Customer, subject to a non-transferable, non-exclusive, limited license granted to Vertech hereunder for the performance of the Work.

10. Vertech Intellectual Property: Upon payment of the Contract amount to Vertech, all portions of the Work Product that are unique or customized to Customer's processes, products or systems will become the property of Customer. All pre-existing intellectual property of Vertech (including such property that may be incorporated into the Work), and all other portions of the Work Product (such as general object and source code, development methodologies, design patterns, frameworks, templates, styles, toolkits, utilities and drivers that are not unique or customized to Customer's processes, products or systems) shall remain the exclusive property of Vertech, subject to a non-transferable, non-exclusive, limited license granted to Customer upon payment of the Contract amount to Vertech for Customer's proper internal utilization of the Work as intended by the Proposal. Under no circumstances shall Customer reverse engineer or transmit to any third party Vertech's retained intellectual property without Vertech's prior express written consent.

11. Liability Limits: The total liability of Vertech to Customer for any loss, indemnity, damage or delay of any kind will not under any circumstances exceed the Contract Sum. UNDER NO CIRCUMSTANCES WILL VERTECH BE LIABLE FOR ANY LOSS, INDEMNITY, DAMAGE OR DELAY ARISING OUT OF ITS FAILURE TO PERFORM DUE TO CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, INTERFERENCE BY OTHERS, DELAYS IN RECEIVING APPROVALS OR NECESSARY INFORMATION FROM CUSTOMER, FIRES, STRIKES, FLOODS, WAR, TERRORISM, RIOTS, DELAYS IN TRANSPORTATION AND ADVERSE WEATHER. UNDER NO CIRCUMSTANCES WILL VERTECH BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR ANY OTHER LEGAL THEORY.

12. Indemnification: To the fullest extent permitted by law, Customer shall indemnify and hold harmless Vertech, its subcontractors, and agents and employees of any of them from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or personal property damage, but only to the extent caused by the negligent acts or omission of the Customer or anyone directly or indirectly employed or contracted with by Customer (other than Vertech) or anyone for whose acts they may be liable, regardless of whether or not such claim, damage,

loss or expense is caused in part by a party indemnified hereunder.

To the fullest extent permitted by law, Vertech shall indemnify and hold harmless the Customer and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or personal property damage, but only to the extent caused by the negligent acts or omission of Vertech or anyone directly or indirectly employed or contracted with by Vertech or anyone for whose acts they may be liable, regardless of whether or not such

claim, damage, loss or expense is caused in part by a party indemnified hereunder.

13. No Solicitation: Commencing immediately and continuing until a date one (1) year after the date of final completion of the Work, Customer agrees not to directly or indirectly employ, solicit for employment, or advise or recommend to any other person that such other person employ or solicit for employment, any person employed by or under contract to Vertech. Should Customer directly or indirectly employ any person employed by or under contract to Vertech during a period commencing immediately and continuing until a date one (1) year after the date of final completion of the Work, Customer agrees to pay Vertech the sum of \$50,000.00 per individual so hired.

14. Risk of Loss: The responsibility for loss or damage of the equipment specified in the Contract shall be Customer's from the time of shipment. Customer is responsible for providing and maintaining adequate insurance protecting the equipment against loss or damage of any kind. Vertech shall pay for and maintain, until final acceptance of the Work, policies of insurance issued by carriers acceptable to the Customer which afford coverage for worker's compensation (including employer's liability) and general liability.

15. Precedence of Documents: To the extent these Terms and Conditions are inconsistent with the Proposal or Customer's written requirements (if any) or any of Customer's purchase orders, these Terms and Conditions shall take priority. To the extent the Proposal is inconsistent with Customer's written requirements (if any) or any of Customer's purchase orders, the Proposal shall take priority. Vertech's Proposal is subject to Customer's acceptance of these Terms and Conditions. Any purchase order, acknowledgement or other document submitted by Customer to Vertech that includes any terms that are inconsistent with or contradict these Terms and Conditions or the Proposal are deemed rejected unless explicitly accepted by Vertech in writing.

16. Tax Liability: All prices shall be subject to any existing or future tax or governmental charge upon any services, production, shipment, installation, sale or use of the goods or services provided by Vertech to the

extent Vertech is or shall be required to collect or pay such taxes by law or regulation. The amount of such taxes shall be paid to Vertech immediately upon request, or in lieu thereof, a tax exemption certificate in a form satisfactory to the applicable taxing authority may be presented to Vertech.

17. Suspension: Customer may Suspend (suspend, delay, or interrupt) the performance of the Work in writing for such period of time as may be determined to be appropriate for the convenience of the Customer and not due to any act or omission of Vertech. Upon receipt of such Suspension notice, Vertech shall immediately suspend, delay, or interrupt that portion of the Work as ordered by the Customer. The Contract price and Schedule shall be equitably adjusted by a written Change Order for the cost and delay resulting from such Suspension including demobilization and remobilization of labor. For any Suspension lasting longer than four (4) weeks, Vertech shall be entitled to adjust the price of un-performed Work to reflect increases in material costs and labor rates.

18. Termination for Convenience: Customer may terminate this Contract at any time upon the giving of thirty (30) days' notice. Such termination for convenience shall entitle Vertech to receive payment for the Work executed, costs incurred by reason of such termination (including any restocking charges), and reasonable overhead and profit on Work not yet executed.

19. Termination for Cause: Customer may terminate Vertech for persistently or repeatedly failing or neglecting to carry out the Work in accordance with the Contract (and only after failing to take steps to correct such failure following ten (10) days written notice by Customer). If terminated for cause, Vertech shall be entitled to receive payment for the Work executed up to termination.

20. Dispute Resolution: All claims arising out of this Contract shall be subject to arbitration before a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitrator shall be a person with experience in software development issues. The governing law and place of the arbitration will be the

state of the Project at a mutually convenient and accessible location.

21. Export Control Compliance: Client: (i) acknowledges and agrees that the Work Product and its components are subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR") and may be subject to similar laws in other applicable countries; (ii) represents and warrants that Client is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (iii) shall not export, re-export, release, or transfer the Work Product to any prohibited destination or to any party who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or any other relevant Government agency; (iv) shall not use or transfer the Work Product for use in connection with the design, development or

production of nuclear, chemical or biological weapons, semiconductor or supercomputer manufacturing subject to part 744 of the EAR, or rocket systems, space launch vehicles, or sounding rockets or unmanned air vehicle systems; and (v) acknowledge and agree that if Client exports, re-exports, or transfers the Work Product to eligible recipients, then Client shall: (a) strictly comply with all applicable export control laws, (b) obtain all necessary licenses and permits, including those required by the EAR; and (c) submit all reports required by the Commerce Department's Bureau of Industry and Security or other applicable Government Agency. Vertech will not have any liability for the failure to obtain a U.S. export license to export the Work Product. Client shall indemnify Vertech, including its officers, directors and agents from all losses and liabilities (including reasonable attorneys' fees and court costs) arising from any breach of Client representations, warranties or obligations under this Section.

CLIENT APPROVAL

By signing the following, the client gives Vertech the notice to proceed with this scope of work, and agrees to the Terms and Conditions set forth in this proposal.

Vertech Industrial Systems, LLC

City of Buckeye

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Travis Stewart

From: Bob Simpson <bsimpson@vertech.com>
Sent: Tuesday, December 5, 2023 8:47 PM
To: Michael Stewart
Cc: Karina Siqueiros; Stephanie Wilson; Travis Stewart
Subject: Re: CIP 108010 WTR SCADA COMP UPGRADES

Categories: Important

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

Michael,
The quote for the Wonderare conversion is still good. Please proceed.

Best Regards,
Bob Simpson
Business Development Manager
Vertech
480-231-9062

Get [Outlook for iOS](#)

From: Michael Stewart <mstewart@buckeyeaz.gov>
Sent: Tuesday, December 5, 2023 4:25:12 PM
To: Bob Simpson <bsimpson@vertech.com>
Cc: Karina Siqueiros <ksiqueiros@buckeyeaz.gov>; Stephanie Wilson <swilson@buckeyeaz.gov>; Travis Stewart <tstewart@buckeyeaz.gov>
Subject: RE: CIP 108010 WTR SCADA COMP UPGRADES

WARNING - This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by using the **Report Message** option in Outlook.

Hello Bob,

We're trying to obtain the funding for the Ignition project. Is the attached agreement still valid?

Thank you, Mike

From: Travis Stewart <tstewart@buckeyeaz.gov>
Sent: Tuesday, December 5, 2023 3:21 PM
To: Michael Stewart <mstewart@buckeyeaz.gov>
Cc: Karina Siqueiros <ksiqueiros@buckeyeaz.gov>; Stephanie Wilson <swilson@buckeyeaz.gov>
Subject: RE: CIP 108010 WTR SCADA COMP UPGRADES

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

MEETING DATE: 01/16/24	AGENDA ITEM: 4.F. Chief Fiscal Officer Designation - Technical Amendment to Resolution 45-22 for Annual Expenditure Limitation Report FY 2022-2023 Submission
DATE PREPARED: 01/11/24	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. 04-24 to approve a technical amendment to Resolution No. 45-22 designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2022-2023 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 Resolution No. 45-22 on behalf of the governing body.

SUMMARY

PROJECT DESCRIPTION:

Pursuant to state statute, the Arizona Auditor General was provided the name of the Chief Fiscal Officer designated by the governing body to submit the Fiscal Year 2022-23 AELR. However, the Arizona Auditor General's office has requested a technical amendment in the title of Resolution No. 45-22 by adding the language "on behalf of the Governing Body". The attached Resolution No. 04-24 makes this technical amendment.

BENEFITS:

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

FUTURE ACTION:

Arizona Revised Statutes 41-1279.07.E. requires annual designation by resolution of the Chief Fiscal Officer for the City of Buckeye for the purposes of filing the Alternative Expenditure Limitation Report.

FINANCIAL IMPACT STATEMENT:

No financial impact.

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:

[Resolution No. 45-22 designating CFO.pdf](#)

RESOLUTION NO. 45-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2022-23 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.

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 2022-23 Annual Expenditure Limitation Report to the Arizona Auditor General.

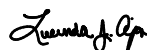
Section 3. The Mayor, the City Manager, the Chief Fiscal Officer designated in Section 2 of this Resolution, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 3rd day of May, 2022.



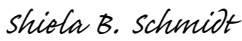
Eric Orsborn, Mayor

ATTEST:



Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:



Shiela B. Schmidt, City Attorney

RESOLUTION NO. 04-24

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, TO APPROVE A TECHNICAL AMENDMENT TO RESOLUTION NO. 45-22 DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2022-23 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 RESOLUTION NO. 45-22 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 governing 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; and

WHEREAS, after submitting Resolution No. 45-22 to the Arizona Auditor General, the Arizona Auditor General directed a technical amendment in the title of said Resolution; and

WHEREAS, by this Resolution No. 04-24, the phrase "on behalf of the Governing Body," is hereby incorporated into Resolution 45-22 in order to conform to the statutory requirements described above, including but not limited to the title of Resolution 45-22, as follows:

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2022-23 ANNUAL EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL ON BEHALF OF THE GOVERNING BODY; 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.

[added language in underline].

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. The Mayor, the City Manager, the Chief Fiscal Officer designated in Section 2 of Resolution No. 45-22, 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 Resolution No. 45-22 consistent with the technical amendment set forth above.

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

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

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

MEETING DATE: 01/16/24	AGENDA ITEM: 4.G. CC - Community Services Advisory Board Appointments
DATE PREPARED: 01/11/24	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 appointment of Nathan Madden as a Regular Member of the Community Services Advisory Board.

SUMMARY

PROJECT DESCRIPTION:

Council to take action on the appointment of Kathleen Rossetti, John Lynch, Sebastian Trupiano, Riley Quinlan, Holly Roehl, as Regular Members of the Community Services Advisory Board. The City encourages community involvement in our programs through our boards and commissions. The Community Services Advisory Board and the Library Advisory Board have been combined into one single Board. Library Advisory Board Member Nathan Madden has asked to be appointed to the Community Services Advisory Board and will serve out the remainder of his current term, which expires December 2025.

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

FUTURE ACTION:

The Committee will meet regularly with City staff and will come back to Council with recommendations for potential projects, priorities, property tax impact, and ballot questions.

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

ATTACHMENTS:

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

MEETING DATE: 01/16/24	AGENDA ITEM: 4.H. CC - Approval of Minutes
DATE PREPARED: 01/11/24	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 December 5, 2023 Council Workshop Minutes and December 5, 2023 Regular Council Meeting Minutes.

SUMMARY

PROJECT DESCRIPTION:

Council to take action on the December 5, 2023 Council Workshop Minutes, December 5, 2023 and 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:

[12.05.2023 Council Workshop Minutes.pdf](#)



**CITY OF BUCKEYE
COUNCIL WORKSHOP
DECEMBER 5, 2023
MINUTES**

**City Council Chambers, Executive Conference Room - 1st Floor
530 East Monroe Avenue
Buckeye, AZ 85326
4:15 p.m.**

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 4:19 p.m.

Members Present: Councilmember Youngker, Councilmember HagEstad (arrived at 4:21 p.m.), Councilmember Goodman (excused at 5:05 p.m.; returned at 5:07 p.m.), Councilmember Heustis (arrived at 3:34 p.m.), Councilmember Guy, Vice Mayor Hess, and Mayor Orsborn (excused at 5:17 p.m.; returned at 5:19 p.m.).

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Interim Deputy City Manager Jeff Tyne, City Attorney Scott McCoy, City Clerk Lucinda Aja, Bret Hodne, Aviation Asset Director Scott Lowe, Information Technology Director Greg Platacz, Aviation Director Scott Gray, Assistant Police Chief Robert Sanders, Community Services Director Miranda Gomez, Communications Director Annie DeChance, and Development Services Director Brian Craig.

2. Workshop Items

2.A Presentation and discussion regarding the upcoming Request for Proposals (RFP) for residential solid waste services provided by the City of Buckeye.

Staff Liaison: Bret Hodne, Public Works Director; Robert van den Akker, Environmental Manager

Mr. Hodne opened the presentation and provided an overview of the City's solid waste services. Mr. van den Akker presented information regarding current solid waste services; the City currently contracts for solid waste services with Republic Services. Consultant Burns and McDonnell conducted an analysis of the City's services and resident needs. Proposed changes to solid waste services were listed and reviewed and include updating recycling services, purchasing trash carts, amending in-ground can services, amending bulk services scheduled collection, and identifying alternative disposal methods. General discussion was held regarding recycling services. Councilmember Heustis requested clarification regarding recycling services. Mr. Hodne stated solid waste service rates and recycling services are market driven. Councilmember Guy expressed the importance of being transparent with customers regarding recycling. Mr. van den Akker stated there was a period of time when recycling was not available; according to the current contract with Republic Services, recycling services are provided when available and profitable. Vice Mayor Hess requested additional information regarding recycling services. Mr. van den Akker confirmed current rates are not set to subsidize recycling services. Councilmember HagEstad stated recycling services should be provided according to the market and the desires of the customers. Councilmember Youngker stated recycling fees should not

be charged to residents if the recycling waste is taken to the landfill. Senior Project Manager Scott Pasternack with Burns and McDonnell provided clarification regarding limited materials recycling options. Mayor Orsborn requested additional information regarding recycling fees; stated his support of recycling if it makes sense and provides a benefit. Mr. Hodne stated rates will be based on proposals received when the City begins the request for proposal process. Mr. van den Akker provided information regarding comparator city practices regarding recycling. General discussion was held regarding city owned trash carts. Mr. Hodne provided information regarding in-ground can services and potential changes to those services; there are not proposed changes to the residents that currently receive in-ground can services. Councilmember HagEstad presented statements regarding communities that currently receive in-ground can services and the possibility of limiting those types of services for new homes. General discussion was held regarding bulk trash services and the potential of moving to a scheduled collection of bulk trash; residents would have the ability to scheduled collection of their bulk trash during specific time periods. Mr. van den Akker provided information regarding proposed changes to appliance disposal, alternative disposal methods, and household hazardous waste disposal. The request for proposal timeline for solid waste services was reviewed.

2.B Ron Sites, President of Fighter Country Partnership, will provide Mayor and Council with an organization update.

Staff Liaison: Christine Grundy, Assistant to the Mayor

Ron Sites, President of Fighter Country Foundation (FCF), presented Mayor and Council with an organization update. FCF events and initiatives were listed and reviewed. The Luke Forward Campaign was described and includes facility construction and renovation projects; projects were listed and described. Mr. Sites and the Fighter Country Foundation were thanked for their support of Luke Airforce Base and their partnership with the City of Buckeye.

3. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 5:31 p.m.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Council Workshop held on December 5, 2023. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

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

MEETING DATE: 01/16/24	AGENDA ITEM: 5.A. DS - Ordinance No. 52-23 - Public Hearing and Action - North Star Ranch Major Community Master Plan Amendment - Case No. PLZZ-21-00028
DATE PREPARED: 01/11/24	DISTRICT NO.: Council District 4
STAFF LIAISON: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 349-6207	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Continued / Tabled Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to continue the public hearing and action to the February 6, 2024 council meeting, on Ordinance No. 52-23 approving an amendment to the Spurlock Ranch Community Master Plan as described in Case No. PLZZ-21-00028; approving a Development Agreement between the City of Buckeye, Arizona, and Festival Ranch North, LLC, concerning the development of the property; and authorizing the Mayor to execute and deliver the Development Agreement.

SUMMARY

PROJECT DESCRIPTION:

At the December 19, 2023 Regular City Council Meeting, this item was continued to the January 16, 2024 Regular City Council Meeting. The purpose of the continuance was to afford the applicant and staff an opportunity to address Councilmember comments on the application. The applicant has requested additional time (beyond the January 16, 2024 City Council Meeting) to further consider its application and has requested a continuance to the February 6, 2024 Regular City Council Meeting.

The North Star Ranch CMPA will establish the regulatory framework and design standards necessary to facilitate development of a master planned residential community on 2,818 acres within the northern reaches of the City of Buckeye. The CMPA will include the creation of diverse, walkable neighborhoods centered around mixed-use community centers.

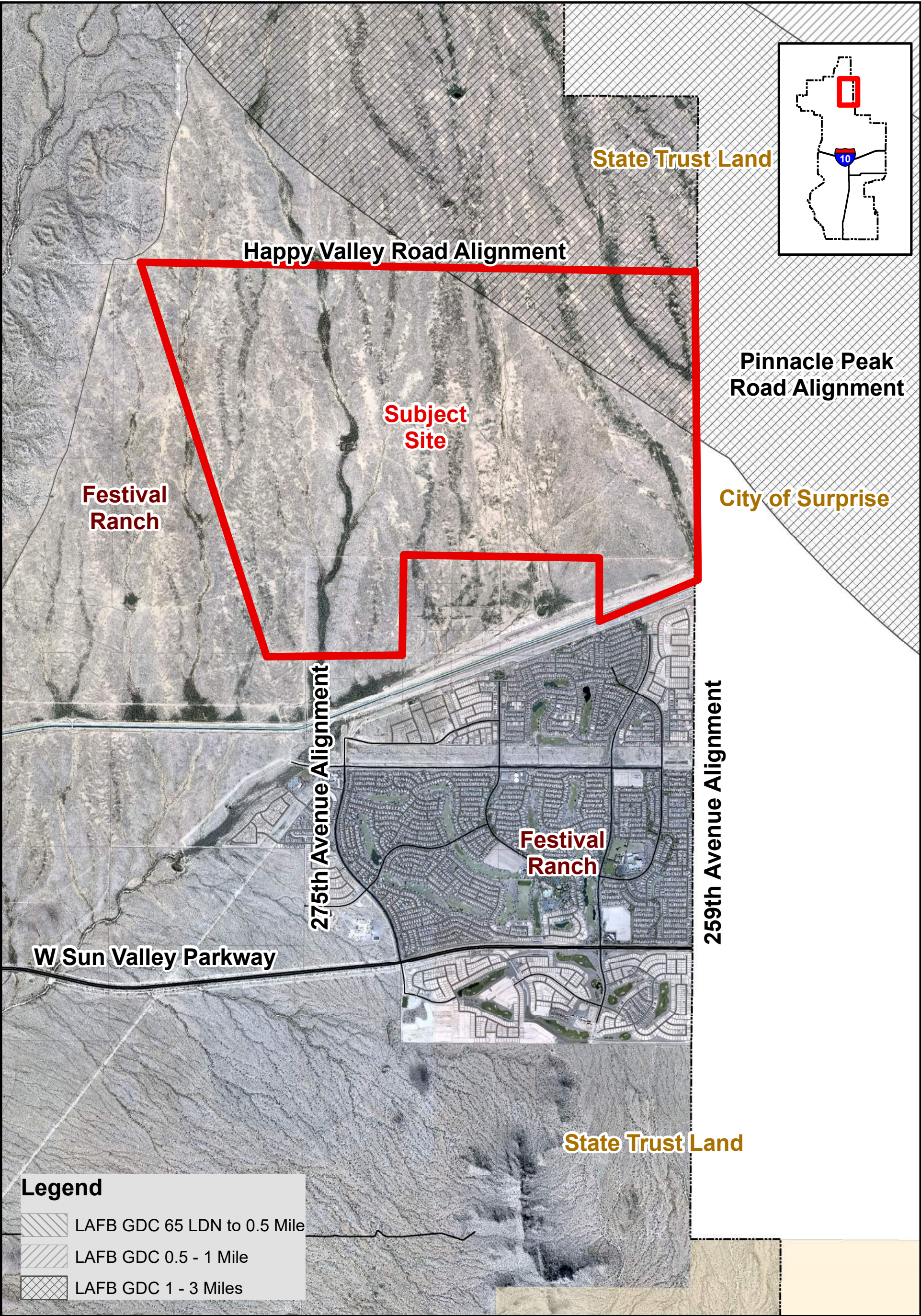
BENEFITS:

The proposed CMPA will provide a community with diverse walkable neighborhoods centered around mixed-use community centers. An additional benefit will be to increase the population of Council District four that will further encourage commercial development and employment opportunities.

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

ATTACHMENTS:

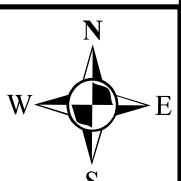
[Exhibit A - PLZZ-21-00028 - NSR - CMPA - Vicinity Map.pdf](#)
[Exhibit B - PLZZ-21-00028 - NSR - CMPA - CMPA Document.pdf](#)
[Exhibit C - PLZZ-21-00028 - NSR - CMPA - Land Use Map.pdf](#)
[Exhibit D - PLZZ-21-00028 - NSR - CMPA - School Letter.pdf](#)
[Exhibit E - PLZZ-21-00028 - NSR - CMPA - Citizen Participation Report.pdf](#)
[Ordinance 52-23 NSR CMPA w exhibits.pdf](#)
[North Star Ranch DA signed by FRN.pdf](#)
[SR - PLZZ-21-00028 - NSR - CMPA - Staff Report - CC 011624.docx](#)
[NSR Continuance Request 1-8-24.pdf](#)



VICINITY MAP



PLZZ-21-00028
North Star Ranch CMP Amendment
City Council District #4



PLZZ-21-00028

3R RECEIVED
March 07 2022
CITY OF BUCKEYE by: DM



Central Arizona Project Canal

Beardsley Pkwy

Desert Oasis Blvd

North Star Ranch

Third Community Master Plan Amendment

North of Sun Valley Parkway and
East of Hassayampa River

Case Number:
PLZZ-21-00028

1st Submittal: November 19, 2021
2nd Submittal: December 22, 2021
3rd Submittal: March 4, 2022



NORTH STAR RANCH

(Previously known as Spurlock Ranch)

THIRD AMENDED COMMUNITY MASTER PLAN PROJECT NARRATIVE

North of Sun Valley Parkway and
East of the Hassayampa River
Buckeye, Arizona

March 4, 2022

Project Team

Owner / Developer	Festival Ranch North, LLC Larry Yount 5040 East Shea Boulevard Suite 254 Scottsdale, Arizona 85254 Telephone: 480.951.1281 Email: lyount@lkydev.com
Planner / Engineer	HILGARTWILSON Toni Bonar, AICP – Project Manager, Land Planning Ron Hilgart – Managing Principal 2141 East Highland Avenue Suite 250 Phoenix, Arizona 85016 Telephone: 602.490.0535 Email: tbonar@hilgartwilson.com Email: rhilgart@hilgartwilson.com
Land Use Counsel	Gammage & Burnham Susan E. Demmitt 40 North Central, 20 th Floor Phoenix, Arizona 85004 Telephone: 602.256.4456 Email: sdemmitt@gblaw.com
Landscape Architect	ABLA Tom Durant – Vice President 310 East Rio Salado Parkway Tempe, Arizona 85281 Telephone: 480.530.0077 Email: tom.durant@ablastudio.com
Traffic Engineer	CivTech Dawn Cartier - Principal 10605 North Hayden Road Suite 140 Scottsdale, Arizona 85260 Telephone: 480.659.4250 Email: dcartier@civtech.com

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1.0 EXECUTIVE SUMMARY

The North Star Ranch Community Master Plan establishes the regulatory framework and design standards necessary to facilitate development of a master planned residential community on 2,818 acres within the growing northwest Buckeye planning area. North Star Ranch is being planned as a market-relevant master-planned community that relies on distinctive planning principles as the structural backbone for the community. These planning principles include the creation of diverse, walkable neighborhoods centered around mixed-use community centers; purposeful architecture; and integrated parks and recreational amenities designed to contribute to the overall structure and social identity of the community. Residential living opportunities will be comprised of single-family and multi-family neighborhoods. North Star Ranch will offer locally oriented retail services and employment opportunities that will be designed with strong connections to the residential neighborhoods.

North Star Ranch's 2,818 acres are generally located north of the Central Arizona Project Canal between the Canyon Springs and Desert Oasis Boulevard alignments. The property is strategically situated with access from regional transportation corridors. The land use plan for North Star Ranch is designed as a flexible framework that can evolve over time as the area matures and urbanizes. Land use classifications for North Star Ranch accommodate a mix of detached and attached single family, small lot single family, single family for rent and multi-family as well as complimentary commercial, light industrial and mixed-use development. North Star Ranch is planned for a maximum residential yield of 9,668 dwelling units at an overall density of 3.4 du/ac. The land use plan envisions commercial, multi-family and higher density single family uses in close proximity to key transportation corridors with contemporary single-family neighborhoods comprising the balance of the community. Commercial areas will be physically and visually integrated with residential portions of the community and are planned to take advantage of major transportation corridors. Commercial development opportunities will contribute to the jobs to housing balance and will provide local employment opportunities for residents. Further, North Star Ranch will also include a strong pedestrian connectivity system that maximizes mobility and provides linkages to integrated and accessible open spaces and community centers within walking distance. The creation of a seamless transition between differing land uses is a primary planning goal. North Star Ranch includes an unparalleled private parks and recreation system that will be a defining characteristic of North Star Ranch and for the City of Buckeye.

The North Star Ranch Community Master Plan establishes the broad framework for the community; however, more specific detail will be provided with preliminary plats or during site plan review.

2.0 INTRODUCTION AND PROJECT HISTORY

North Star Ranch (“Project” and “Community”), previously known as Spurlock Ranch, is located in the City of Buckeye (“City”) within portions of Sections 10, 11, 12, 13, 14, and 15 of Township 4 North, Range 4 West of the Gila and Salt River Base and Meridian. Refer to **Appendix G, ALTA Land Title Survey** for legal description and area location. The Project is a proposed 2,818-acre master planned community located to the north of the Central Arizona Project (“CAP”) Canal between the 275th Avenue alignment and the 255th Avenue alignment (“Property”). The Festival Ranch master planned community is located immediately south of the CAP Canal. Refer to **Figure 1, Regional Context Map** and **Figure 2, Vicinity and Aerial Map** for Project location.

The original Spurlock Ranch Community Master Plan (“2005 CMP”), including associated supporting engineering reports, and a development agreement (Maricopa County Recorder No. 2005-0392717) (“2005 Spurlock DA”) were originally approved by Buckeye Town Council in March 2005 (Ordinances 16a-05 and 16b-05, respectively).

The first amendment to the 2005 CMP (“Amended 2005 CMP”) was administratively approved in July 2005 and documented a land swap with the Festival Ranch project located immediately to the west. A first amendment to the 2005 Spurlock DA, related to the aforementioned land swap, was approved by the Buckeye Town Council in December 2006 (Maricopa County Recorder No. 2006-1575697) (“2006 Spurlock DA”). The 2005 Spurlock DA and 2006 Spurlock DA, collectively, are referred to herein as the “Spurlock DA”).

A second amendment to the Spurlock Ranch Community Master Plan (“2008 CMP”) was approved December 2008 to adjust the land uses and traffic circulation for the newly defined Project. Refer to attached **Figure 5, Current and Use Map** for approved land uses. The various supporting engineering reports were also amended and approved with the 2008 CMP. Alongside the 2008 CMP, the Planning Unit Plan (“PUP”) was approved in November 2008 for Phase 1 of the Project. In addition, a Preliminary Plat was processed and approved in March 2009 for the single-family parcels within Phase 1 of the Project. The 2005 CMP, Amended 2005 CMP, and 2008 CMP are, collectively, referred to herein as the “Spurlock CMP”)

Subsequent to the approval of the 2008 CMP, the City requested the realignment of Turner Parkway within the Project. Spurlock Land, LLC, the previous property owner, agreed to the realignment of Turner Parkway, and in return requested additional single-family residential density and a refinement in the amount of commercial land within the Project. In response to these proposed revisions, revised General Plan classifications were approved by the City for the Property in 2010.

An amendment to the Spurlock CMP (“2014 CMP”) (CMPA 10-02, PLZ-12-00008) and a new Phase 1 Preliminary Plat (“2014 Pre Plat”) (PR 06-28R, PLZ-12-00045), together with all associated engineering studies, were then prepared and submitted to the City in 2014. The 2014 CMP and 2014 Preliminary Plat were reviewed and processed by City staff, and unanimously recommended for approval by the Buckeye Planning and Zoning Commission.

These applications ultimately were not placed on an agenda for final approval by the City Council due to ongoing negotiations related to proposed amendments to the Spurlock DA. Approval of the 2014 CMPA would have entitled the Project to develop with a maximum of 8,477 total dwelling units at an overall gross density of 3.0 dwelling units per acre, together with 193 acres of Commerce Park, 87 acres of school, and 84 total acres of parks.

The North Star Ranch Property was acquired by a new owner, Festival Ranch North, LLC, in 2019. With this third amendment to the Spurlock CMP (the “North Star Ranch CMP”), the property ownership is proposing strategic modifications to the Spurlock CMP to better align the Project with consumer demands and the current market needs of the homebuilding community.

COMMUNITY MASTER PLAN COMPARISON

Revision Number	Date of Approval	Area (ac)	Number of Units	Density	Figure Number
Initial	March 2005	2,840	7,329	2.58	N/A
1st	July 2005	2,822	7,329	2.60	N/A
2nd	December 2008	2,822	7,329	2.60	5
Proposed		2,818	9,668	3.43	6

3.0 CURRENT SITE CONDITIONS/EXISTING ENTITLEMENTS

The Project and surrounding General Plan land use designations, zoning districts, and land uses are outlined in the table below. General Plan land uses and zoning districts are shown in **Figure 3, General Plan Uses** and **Figure 4, Existing Zoning Districts**.

PROJECT SITE AND SURROUNDING PROPERTIES

	General Plan 2040	Zoning	Land Use
Project Site	Master Planned Community	Planned Community	Vacant Desert
North	Neighborhood	Rural-190 (Maricopa County)	Vacant Desert
East	Neighborhood (City of Surprise)	Rural-190 (Maricopa County) Rural Residential (City of Surprise)	Vacant Desert
South	Neighborhood Rural Open Space Master Planned Community	Planned Community	Vacant Desert Central Arizona Project Canal Sun City Festival Ranch
West	Master Planned Community	Planned Community	Vacant Desert

4.0 DESCRIPTION OF THE REQUEST

The purpose of the North Star Ranch CMP is to refine the development concepts, land uses, development standards and design guidelines for the Project to allow for a diverse range of residential neighborhoods within a master-planned community setting along with complementary commercial, retail, office, and industrial uses as well as to meet current market demands and provide flexibility to accommodate future market trends.

As required in Section 2.7 of the Development Code, the North Star Ranch CMP accomplishes the following.

- Permits and encourages innovative land development by incorporating holistic land uses that create opportunities for forward-thinking, family neighborhoods that are complimented by necessary supporting land uses and connected by a comprehensive open space and pedestrian network. The development plan transitions from lower intensity residential neighborhoods into community cores that provide a more energized, urban, live, work, and play environment. Land use classifications for North Star Ranch accommodate a mix of traditional detached single-family, attached single-family, small lot single-family, single-family for rent and multi-family as well as complimentary commercial, light industrial, and mixed-use development with a potential for additional employment and solar developments near key transportation corridors within North Star Ranch. The creation of a seamless transition between differing land uses is a primary planning goal and provides for compatibility with adjacent planned land uses.
- Permits greater flexibility and responsiveness to the existing physical features within the Project by creating multiple large development parcels (“CMP Parcels”) that are each assigned a Land Use designation, which broadly defines the predominant intended land use for that parcel while incorporating physical features such as Wagner Wash, powerline easements, and CAP canal. The Land Use designations within North Star Ranch include Neighborhood Residential (“NR”), Community Mixed-Use (“CMU”), Light Industrial (“LI”), Public Facilities (“PF”), Parks, and an Employment/Solar Overlay area. These broadly defined land uses have the ability to evolve over time, including a full range of housing opportunities to accommodate consumer preferences, ever-changing lifestyles, and market parameters.
- Establishes an integrated community through the regulatory framework and design standards for this 2,818-acre master planned community located within the growing northwest Buckeye planning area. The land use plan envisions commercial, multi-family and higher density single-family uses in close proximity to key transportation corridors with contemporary single-family neighborhoods comprising the balance of the Community. Commercial areas will be physically and visually integrated with residential portions of the Community and are planned to take advantage of the major transportation corridors; providing employment opportunities for local residents.
- Encourages the provision and preservation of open space by incorporating an unparalleled private park, recreation system, and a strong pedestrian connectivity

system that maximizes mobility and provides linkages to integrated and accessible open spaces and community centers within walking distance of neighborhoods and community cores. The parks and open space network within North Star Ranch is intended to be a defining crown jewel of the Community with a parks and open space system that is unique to the Project and City of Buckeye, responsive to the topography, and with unrivaled amenities. This includes significant open spaces, a substantial linear Largest Park, and numerous neighborhood parks and pocket parks designed in concert with school sites throughout the Community. A signature component of the Largest Park is distinct activity areas with convenient individual access and parking and a one-of-a-kind trail corridor that includes a soft trail, bike trail, and paved community trail designed to maximize opportunities for access for varying neighborhoods throughout the Community instead of concentrating all activity and traffic into a single area.

- Encourages integrated and unified design by creating diverse, walkable neighborhoods centered around mixed-use community centers, and integrated parks and recreational amenities designed to contribute to the overall structure and social identity of the Community. Residential living opportunities will be comprised of single-family and multi-family neighborhoods, not to exceed 9,668 dwelling units, with locally oriented retail services and employment opportunities that will be designed with strong connections to the residential neighborhoods.
- Encourages a more productive use of land consistent with the public objectives by:
 - Incorporating a roadway network consisting of Turner Parkway, two bridges along Canyon Springs and Desert Oasis Boulevards over the CAP Canal; providing two-points of access for North Star Ranch and the City of Buckeye north of the CAP Canal, and an internal network connection to adjacent neighborhoods.
 - Constructing a potable water and wastewater system as part of the Project, which will then be owned and maintained by the City of Buckeye.
 - By supplying reclaimed water, generated by the Festival Ranch water reclamation facility and/or homeowner's association irrigation wells, to irrigate the landscape common areas and parks within North Star Ranch.
 - Processing a CLOMR/ LOMR through the City of Buckeye, FCDMC, and FEMA in order to utilize the updated hydrology and hydraulics in the ADMPU to delineate the two FEMA floodplains that traverse the eastern portion of the Property.
 - Constructing a new public safety facility for City's fire and police as part of the Project.
 - Fulfilling goals and objectives of the City's Recreation Master Plan.
- Fostering a strong sense of community based on a comprehensive and balanced master planned community that provides diverse housing and lifestyle opportunities complemented by a connected and cohesive parks and open space system and supported by retail and employment centers to serve Community residents.

The primary refinements proposed with the North Star Ranch CMP include:

- Realignment of Turner Parkway to the alignment as selected by Maricopa County Department of Transportation and approved by the City of Buckeye.
- Modification of residential land uses to create a more sustainable community by providing more diverse housing options while increasing the overall Project density from 2.6 to 3.4 dwelling units per acre.
- Refining the requirements for commercial and industrial areas to better reflect projected market needs, while allowing flexibility for increased employment opportunities, if the market dictates, by incorporating an employment overlay within the northwest quadrant of the Project.
- Updating the development standards for various land uses to better reflect current market trends and needs.
- Relocating the “Primary” Community Mixed-Use core to the higher traffic area at Turner Parkway.
- Providing solar facility opportunities to encourage alternative energy sources for the region and residents of the Project.

The goals and objectives of North Star Ranch are:

- To create a high-quality master-planned community that provides a wide variety of residential lifestyle opportunities through diverse and distinct residential neighborhoods in a manner that is both well planned and well balanced.
- To establish a well-rounded, sustainable community with appropriately sized commercial, retail and employment centers that provide for the needs of North Star Ranch residents, and offer opportunities to serve the larger North Buckeye area as appropriate.
- To create a connected community that derives a unique sense of character through a visually and physically linked system of parks, trails, and open spaces.
- To foster civic pride for the residents and businesses of North Star Ranch by creating an environment that encourages social interaction, addresses holistic community needs and provides unique opportunities for outdoor enjoyment.
- To create linkages with the larger North Buckeye area, including the Festival Ranch Community Master Plan, through cohesively planned connectivity corridors. These regional connections include trails within the APS easements on the property’s western and southern boundaries, Central Arizona Project Canal, and both sides of Wagner Wash.

5.0 REGULATORY FRAMEWORK

The City of Buckeye Development Code, Effective Date of October 15, 2020 (“Development Code”), and specifically Section 8.6, Community Master Plans, of the Development Code, combined with the provisions within the (yet to be approved) North Star Ranch DA and the North Star Ranch CMP establish the regulatory framework for the Property. Upon approval, the North Star Ranch CMP will supersede and replace the Spurlock CMP and will be the regulatory Community Master Plan for the Property. A companion amendment to the Spurlock DA to be approved alongside the North Star Ranch CMP will, similarly, replace and supersede the Spurlock DA.

Pursuant to Section 8.6 the Development Code, the location and type of land uses within the North Star Ranch CMP are governed by the underlying general zoning district, or districts, as outlined in the Development Code and as more specifically set forth and applied to the Property in this North Star Ranch CMP. The regulations of the underlying general zoning district, or districts, are the applicable zoning district regulations for the Property except as specifically modified within the North Star Ranch CMP. Further, pursuant to Section 8.6 of the Development Code, the North Star Ranch CMP is subject to the standards and guidelines of Article 5, of the Development Code, Development and Design Standards and Guidelines except as specifically modified within the North Star Ranch CMP; provided that the application of such standards and guidelines shall not limit the uses, densities, or intensities approved in the North Star Ranch CMP.

In the event of an express conflict between a standard or provision set forth within the North Star Ranch CMP and the Development Code, the standard or provision of the North Star Ranch CMP shall control (see Section 2.1.3, of the Development Code, Relationship to Overlay Zoning Districts). All regulations, standards and guidelines not modified by the North Star Ranch CMP will follow the Development Code.

Definitions set forth within the Development Code shall be utilized when interpreting the North Star Ranch CMP; except that if an alternative definition is provided within the North Star Ranch CMP, or a new definition for a term not defined in the Development Code is included within the North Star Ranch CMP, then the definition set forth within the North Star Ranch CMP shall control.

Amendments to the North Star Ranch CMP shall be reviewed and approved pursuant to the processes and criteria as set forth within the Development Code.

6.0 DEVELOPMENT PLAN

North Star Ranch is envisioned as a comprehensive and balanced master planned community that will provide diverse housing and lifestyle opportunities complemented by connected and cohesive parks and open space system and supported by retail and employment centers to serve Community residents. In concert with the goals of the Buckeye General Plan (“General Plan”), the North Star Ranch CMP builds on the concept of a self-sustaining “village” with mixed-use commercial and employment centers used as anchors for a wide variety of residential neighborhoods. These mixed-use centers, designated as Community Mixed-Use, are designed to accommodate a wide variety of commercial, retail and employment uses along with some traditional single-family housing, higher density residential living options that may include build to rent communities, traditional multifamily and single-family housing (as shown in **Figure 7, Representative Examples of Non-Traditional Small Lots**), and other community services. These Community Mixed-Use centers are strategically located along major thoroughfares. A comprehensive multi-modal connectivity network, including vehicular, pedestrian and bicycle circulation systems, is paired with a connected system of community-wide parks and open spaces such that residents can walk, drive or bike conveniently and safely throughout the Community.

The residential neighborhoods within North Star Ranch are the heart of the master plan and represent the predominant land use. The residential neighborhoods will be designed to respond to the core needs of future residents. This includes embracing fundamental design principles of walkable neighborhoods with strong pedestrian and bicycle corridors punctuated by connected open spaces and parks that foster an integrated social network. The residential neighborhoods will include a multitude of housing options, providing the ability to serve the entire spectrum of resident demographics including young families or couples looking for a modestly priced neighborhood, opportunities to scale-up to a larger home in an upscale area, lower maintenance lifestyle options such as a patio home or townhome and rental opportunities that may include traditional apartments or build to rent neighborhoods. The parks and open space network within North Star Ranch is intended to be a defining crown jewel of the Community with a parks and open space system that is unique to the Project and within the City of Buckeye, responsive to the topography, and with unrivaled amenities. This will include significant open spaces, a substantial linear Largest Park, and numerous neighborhood parks and pocket parks designed in concert with school sites throughout the Community. The overall “village” concept of North Star Ranch will create an exceptional destination live-work-play community for the residents of North Buckeye.

The North Star Ranch CMP, in turn, is designed to be a flexible regulatory tool that will facilitate specific visions for the Community. The North Star Ranch CMP provides a full range of housing opportunities to accommodate consumer preference, ever-changing lifestyles, and market parameters. This range includes a variety of lot sizes to respond to differing income levels, family types, and lifestyles. North Star Ranch, as proposed, is approximately 2,818 acres with a maximum of 9,668 dwelling units for an overall gross density of 3.4 dwelling units per acre. **Figure 6, Proposed Land Use Plan** identifies the location of the residential neighborhoods, community mixed-use centers, and foundational community parks as well as the conceptual locations of schools, public facilities, and neighborhood parks, all anchored by and responsive to the major roadway network. The commercial mixed-use centers, schools, and parks are strategically placed throughout the Property to provide convenient access and create gathering places for the residents of North Star Ranch.

The specific land use designations within North Star Ranch are Neighborhood Residential; Community Mixed-Use; Light Industrial; Public Facilities; and Parks. See Section 7.0 and refer to **Figure 6, Proposed Land Use Plan** for land use locations.

Open Space, Pathways and Trails, and Parks

Parks and open space are a critical component of the community design throughout the Community. Thoughtfully planned open space, with a hierarchy of parks, all connected through a comprehensive trail system establishes the foundational social and lifestyle framework within the Community. Residents of all ages will be provided access to a variety of recreational opportunities, which promote a healthy lifestyle and community interaction. Refer to **Figure 8, Master Open Space and Trails Plan** for conceptual parks, pathways, and trail locations.

North Star Ranch will collectively meet or exceed the 25% landscape and open space requirement (excluding right-of-way) for residential uses per the Development Code. The landscape and open space will be tracked with each preliminary plat to ensure North Star Ranch meets or exceeds the minimum standard on the overall Project.

North Star Ranch will collectively meet or exceed the requirements for active park space per the City of Buckeye's 2016 Parks and Recreation Master Plan ("PRMP"). The predominate lot size is anticipated to be within the 6,000-9,999 square-foot range and the associated SF-6 zoning district; thus, requiring 5% of park or amenity areas. Since the number of anticipated single-family housing units within North Star Ranch falls within the 7,000-8,999 range, the required minimum size of the largest park ranges from 50-65 acres. A 69-acre Largest Park site is provided, as further discussed in Section 6.

Open space

The Master Open Space and Trails Plan provides for a high-level overview of the open space to be provided within the Community. As each development phase moves forward, and a preliminary plat is prepared, the specific location, size, and character of open space areas and parks will be provided in more detail. Open space within the Community is defined as follows:

- i. "Open Space" areas are improved or unimproved areas intended for the common use of residents. Open Space may be comprised of active or passive areas with improvements that are appropriate for the intended users.
- ii. "Active Open Space" is those areas designated for recreation activities, play areas, open play fields, court games, picnic tables, benches, and seating areas, interpretive signage, trails or pathways or other recreation type activities.
- iii. "Passive Open Space" is those areas that do not include Active Open Space and are more passive in nature, such as landscape areas.
- iv. "Edge Condition" refers to areas that include a natural wash, manmade drainage corridor, utility easement, or other natural or created separations.

Open Space Corridor Edge Treatment

Wagner Wash is a significant feature within the Community that will largely remain in a natural condition. Wagner Wash, within the Project is planned to highlight the existing native landscape character and will seek to preserve topographic features, natural drainageway, and the wildlife corridor interior to the Wash, to the greatest extent possible. Trails will be established along both sides of the Wash to take advantage of the views and minimally uninterrupted access within North Star Ranch and beyond; providing the regional connectivity envisioned by the City. Two man-made open space corridors are planned within North Star Ranch and will also provide open space and connectivity throughout the Community.

To assure these areas are visible and accessible to the adjacent neighborhoods, edge treatments, as discussed below, will be provided when development occurs along these corridors. The following edge treatments shall be applied to Wagner Wash and the two man-made open space corridors when development occurs.

- a. Full or partial view fencing. Where two rear yards are in close proximity, one wall should provide fencing to the open space and the other wall may be solid.
- b. View fencing shall be a maximum height of six feet, which may have a solid base of no more than two feet above the finish grade of the lot.
- c. A minimum of 30% of frontage along Wagner Wash and the internal open space corridors shall be open and unfenced. If active adult is developed in North Star Ranch, the edge of the open space corridor that may separate the active adult area from a family area will not be subject to this requirement and may incorporate view fencing in lieu of open and unfenced frontage. This overall Community standard shall be tracked with the submittal of each preliminary plat. The 30% requirement for Wagner Wash will be tracked individually; whereas, the 30% requirement for the internal open space corridors will be tracked cumulatively.
- d. Open edge treatments to meet the 30% requirement may include (but are not limited to) the following:
 - i. Single-loaded street along the open space;
 - ii. Cul-de-sac or knuckle openings a minimum of 50 feet in width;
 - iii. Connecting trail or pathway corridors;
 - iv. Adjacent parks;
 - v. Open space between building envelopes that are a minimum of 40 feet in width;
 - vi. Adjacent open space, a minimum of 50 feet in width greater than the typical drainageway or greenbelt width. Where lots or other development is adjacent, the lots or development shall be unfenced or fenced with a view wall.

The open space corridors within powerline easements are specifically excluded from this requirement.

Parks

Parks provide residents with areas to connect with nature, socialize, recreate, and connect to the overall greater Community. Parks within North Star Ranch follow the guidelines set forth in the City of Buckeye's Parks and Recreation Master Plan. The North Star Ranch park system will include a hierarchy of parks comprised of the Community's "Largest Park," Neighborhood Parks, and Pocket Parks, all of which will be supported by the comprehensive and connected Path and Trail system. Parks will be thoughtfully designed and programmed based on their location, scale and proximity to other parks and trails. To allow for flexibility in site planning and establishment of character for a neighborhood within the Community, the park locations and park type will be defined at the time of the preliminary plat submittal based on the criteria outlined below.

Parks may be configured in any shape, from rectangular forms to linear systems of open space to unique park forms that respond to natural features and neighborhood design. To that end, certain parks are divided by roadways, easements or any other improvement, constraint or feature within a neighborhood, community, or an "Edge Condition." Where this occurs, the proposed park should be adjacent to the Edge Condition such that it's clear that the park is visually connected and continues on either side of, or through the Edge Condition. Any park listed within the hierarchy may include an Edge Condition and may include any portion of the proposed park to define the park type as defined within the hierarchy.

All parks will be designed to meet the City requirements for site visibility, access, and public safety. Landscape areas within the parks will meet the City requirements and standards for landscaping, shade, lighting, and approximately 50% of the overall park space having an open edge treatment to enhance the safety and security in parks.

Park Standards Programming

A baseline list of program options has been established for each park type, as discussed below. The baseline lists for Parks Programming is not meant to be an exhaustive and all-inclusive list of all potential programs, rather, the list is meant to establish an intended level of intensity, quality, and activity options for the various park types. Each proposed park will include a minimum number of items from the programming and amenity list as specified for each park type. Alternative park elements, beyond those identified below, may be added or substituted so long as the level of quality and amenities is maintained as determined by Community Services. All parks will be designed to meet or exceed the quality standards set forth in the City of Buckeye 2016 Parks and Recreation Master Plan, specifically the Park Design Guidelines outlined in Chapter Two.

Pocket Parks

"Pocket Parks" are smaller, more intimate park areas within neighborhoods that are designed to be compatible with and accessible to adjacent residential areas. Pocket Parks also provide the most convenient access to park areas for the residents within a neighborhood. Pocket Parks may include Active Open Space or Passive Open Space based on their intended use. A typical amenity program within a Pocket Park may include open play turf, benches, picnic tables, a shade structure, or a children's play area. Pocket Parks are intended to be accessible by pedestrians and are not required to have dedicated parking areas. Special attention should be placed on providing shade through the use of trees and plantings to add character and definition to the park areas. Pocket Parks will be owned and maintained by the homeowner's association. Pocket Parks will be a minimum of

5,000 square feet in area, with a dimension of no less than 50 feet in any one direction, and up to approximately two acres in size, as shown on **Figure 9A, Conceptual Typical Pocket Park 1**, **Figure 9B, Conceptual Typical Pocket Park 2**, and **Figure 9C, Conceptual 10-Acre Park**. Pocket Parks are not shown on **Figure 6, Proposed Land Use Map**, but will be included on future preliminary plats.

Each Pocket Park will include the following minimum site amenities.

- Two Benches
- One Trash Receptacle
- Seating Nodes
- Open Space
- Internal Trails and Paths
- One Shade Structure
- Shade Trees
- Passive Turf Areas

In addition to the site amenities listed above, all Pocket Parks will have a minimum of three of the following site amenities listed below:

- Covered Small Play Structure (ages 5-12)
- Shaded/Covered Tot Lot (ages 2-5)
- Interactive Water Play
- Ramada/Built Shade
- Fire Pit
- Outdoor Dining and BBQ area
- Dog Park
- Exercise/Fitness Park
- Lawn Games
- Turf/Sand Volleyball Court
- Sport Court
- Barbeque

Neighborhood Parks

“Neighborhood Parks” are larger park areas intended to facilitate congregation of residents from multiple neighborhoods and to allow for larger scale recreational activities. Neighborhood Parks will be a focal point within a neighborhood and be connected to the Community trail network for ease of access. These park areas provide for more physical program areas than a Pocket Park but should be scaled appropriately to be planned within a neighborhood. Neighborhood Parks may include Active Open Space or Passive Open Space based on their intended use. A typical program within a Neighborhood Park may include open play turf, a basketball court, a shade structure, picnic tables, barbeque areas, or a children’s play area. Trees should be placed in groupings to provide shade and to define useable areas within the Neighborhood Park. Landscape materials should create strong patterns to reinforce the character of the Community. Neighborhood Parks will be owned and maintained by the homeowner’s association. Neighborhood Parks will be a minimum of 7 to 10 acres in size. Five Neighborhood Parks are planned within the Community, providing

40-50 acres of larger scale recreational opportunities as shown on **Figure 6, Proposed Land Use Map**.

Each Neighborhood Park will include the following minimum site amenities.

- On-Site Parking
- Two Benches
- One Trash Receptacle
- Two Picnic Tables
- Seating Nodes
- Drinking Fountains
- Restroom Building
- Open Space
- Internal Trails and Paths
- Two Ramadas/Built Shade Structures
- Shade Trees
- Passive Turf Areas

In addition to the site amenities listed above, all Neighborhood Parks will have a minimum of five of the following site amenities listed below:

- Covered Small Play Structure (ages 5-12)
- Shaded/Covered Tot Lot (ages 2-5)
- Multi-Use Sports Field
- Interactive Water Play
- Pool Facility
- Restroom Building
- Outdoor Dining and BBQ Area
- Dog Park
- Splash Pad
- Skate Park
- Exercise/Fitness Park
- Bocce Ball Courts
- Lawn Games
- Pickleball Courts
- Volleyball Court
- Tennis Court
- Basketball Court

Largest Park

The North Star Ranch “Largest Park” is intended to meet the larger recreation needs of all neighborhoods within the Community. Following the guidelines in the City of Buckeye’s 2016 Parks and Recreation Master Plan, the North Star Ranch community will include a 69-acre Largest Park that has been conceived as a linear system of connected park areas along a major wash corridor, taking advantage of this unique Edge Condition to create a

signature park concept that will be unique to North Star Ranch and a point of pride for the Community and the City of Buckeye. The Largest Park is located to take advantage of the Community's street network and neighborhood pedestrian corridors to provide accessibility for the entire Community.

A signature component of the Largest Park is distinct activity areas with convenient individual access and parking, designed to maximize opportunities for access to varying neighborhoods throughout the Community instead of concentrating all activity and traffic in a single area. The Largest Park is connected by a one-of-a-kind trail corridor that includes a soft trail, bike trail, and paved community trail. In support of this one-of-a-kind trail corridor, grade separated roadway crossings will be provided over or under Desert Oasis Boulevard and 272nd Avenue. Individual parking areas near each activity node will allow for convenient parking and drop-off opportunities for sports and recreation events. The Largest Park will include Active Open Space and Passive Open Space areas. Typical programming within Activity Nodes for the Largest Park may include a parking lot (parking may be satisfied through several parking areas designed within the boundary of the Largest Park to allow the most flexible access to the amenities provided or a designated parking area), sports fields, court sports, a restroom, shade structures, picnic tables, barbeque areas or large and small children's play areas. Landscape areas should provide for a tree canopy for shade as well as other plantings with a character that is complimentary to the adjacent residential neighborhoods.

The Largest Park is planned to be owned and maintained by the homeowner's association. The homeowner's association and the City of Buckeye may develop a mutually beneficial programming agreement; inclusive of programs such as youth enrichment programs, youth and adult sports, and fitness programs, such that the City could utilize sports facilities and amenities in the Largest Park to provide City-sponsored programmed activities.

The Largest Park will be a minimum of 69 acres, with the core amenity area at 32 of the 69 acres, as shown on **Figure 10A, Largest Park - Overall, Figure 10B, Conceptual Largest Park - 1, Figure 10C, Conceptual Largest Park - 2, Figure 10D, Conceptual Largest Park 3, and Figure 10E, Conceptual Largest Park - 4.**

The Largest Park minimum site amenities include.

- On-Site parking
- Benches
- Trash Receptacles
- Picnic Tables
- Restroom Building
- Open Space
- Internal Trails and Paths
- Ramada/Built Structures
- Shade Trees
- Seating Nodes
- Passive Turf Areas
- Drinking Fountains
- Covered Small Play Structure (ages 5-12)
- Shaded/Covered Tot Lot (ages 2-5)

In addition to the above listed items, the Largest Park will provide similar amenities as shown in **Figure 10A, Conceptual Largest Park - Overall**, and may include items such as the following site amenities:

- Multi-use Sports Field
- Baseball Fields
- Bike Course/Skate Park
- Playground (ages 2-5)
- Playground (ages 5-12)
- Pool Facility
- Splash Pad
- Outdoor Dining, and BBQ Area
- Dog Park
- Exercise/Fitness Park
- Bocce Ball Courts
- Lawn Games
- Bag Toss
- Soccer Field
- Little League Field
- Basketball Court
- Pickleball Courts
- Volleyball Court
- Tennis Court
- Bicycle Parking/Tool Station
- Great Lawn
- Activity/Discovery Trail
- Parking

Paths and Trails

A well-planned network of paths and trails provides residents with opportunities to connect with nature, interact with one another, and engage in recreational activities within a community. The following criteria and standards will ensure that paths and trails provide proper surface materials, widths, and locations in order to be fully utilized. The paths and trails within the Community will:

- i. Connect between Development Parcels or be utilized as a regional connection.
- ii. Be consistent in material and width.
- iii. Include consistent surface materials and widths until the termination of the trail or path segment where a segment of a trail or path has been installed as a part of a phased improvement or where it is planned to be continued with future development.

Trail locations, access points, types and surface materials will be identified at the time of preliminary plat or site plan submittal. The following criteria will be considered for trails:

- a. Path and Trails Hierarchy
 - i. On-street: On-street trails or paths (sidewalks) may either be attached or detached from back of curb and will be concrete paved surfaces. On-street trails will be the minimum width as shown in the **Figures 16A-16D, Street Cross Sections**.
 - ii. Open space: Open space trails include trails and paths which connect from an on-street trail into a proposed development area. Open space trails and paths will be a minimum of five feet in width. Surface materials may include any approved paving material, except where trails or paths serve as the primary connection to a park or other amenity feature in which case the trail or paths will be a concrete surface.
 - iii. Multi-Use: Multi-Use trails and paths allow for multi-modal access including pedestrian and bicycle use. Trails and paths will be a minimum of eight feet wide and must either be a concrete paved surface, asphalt paved surface, or a combination of compacted stabilized trails, asphalt, or concrete.
- b. Surface Materials
 - i. Surface materials for trails and paths within the Community may include native soil, stabilized decomposed granite, decomposed granite, concrete, asphalt or a combination of materials, such as concrete and stabilized and concrete granite located side by side. Surface materials in the rights-of-way shall be concrete. Surface materials will be determined by the intended use of a trail or path.
- c. Path and Trail Locations
 - i. Paths and Trails may be located along roadways, easements, open space, and within residential and non-residential use areas. Refer to **Figure 8, Master Open Space and Trails Plan**.
- d. For paths and trails identified in the City's Parks and Recreation Master Plan and Active Transportation Master Plan, public access easements will be dedicated during the platting process. Lighting may be provided along paths, including those identified as secondary paths. Significant shade, through landscaping will be provided along paths to improve human comfort.

Community Character

Walls

North Star Ranch will include a cohesive wall and fence hierarchy that is intended to promote a variety of forms and materials as well as ensure adequate privacy for each residential area. Walls and fencing will be used throughout the Community, in both residential and commercial areas, to establish community identity, provide protection, and allow privacy and security. The

use of walls and fences accentuates neighborhood features in addition to screening streets and adjacent uses.

Materials for walls constructed within the Community will complement the character of the Community and architecture. Walls will be constructed of masonry, brick, block, painted block, stone, stucco, steel, board form concrete, concrete, split-face, single-score or patterned integrally colored block or similar. Specific wall and fence types for individual projects will be defined at the time of subdivision plat or site plan submittal.

Wall Standards

Consistent wall design and character is important to create a cohesive appearance within the Community. All walls visible from public street and open spaces will be decorative walls. Where a pedestrian connection occurs between residential lots, walls, and fences along both sides of walkways are encouraged to be partially transparent while maintaining privacy for individual homeowners. This can be accomplished by minimizing continuous wall lengths as well as by using lower walls and view fences along residential property lines.

Theme Walls

Theme walls are those walls that are adjacent to streets and common areas and have heightened elements. Theme walls visible from street and common areas will be constructed of a minimum of two materials including masonry, brick, block, painted block, stone, stucco, steel, board form concrete, split-face, single-score or patterned integrally colored block or similar enhancement and may include changes in color or texture. Theme walls will be a minimum of five feet in height and a maximum of eight feet in height, not including retaining walls. Theme walls along arterial or collector streets with a continuous length greater than 400 feet, will incorporate an undulating pattern (horizontal movement) at minimum intervals of every 400 feet. The undulation depth of these horizontal movements from the street line will be a minimum of three feet, outside of the City right-of-way, including use of decorative columns to provide variety and visual interest. The wall offset may occur with the same wall material, pilaster, or decorative column made up of complimentary materials. Wall undulation requirements may also be satisfied with accent panels which are four feet or greater in length and provide a contrast against the theme wall. Accent panels may be composed of one material or combination of materials. If there is a change in the design of the wall, a transition to the new design must be incorporated into the design of the proposed wall.

Decorative Columns

Walls along arterial streets and collector streets will implement a decorative column that contrasts and compliments the character of the theme wall. Decorative columns can use the same masonry materials as a theme wall. Decorative columns may be utilized to satisfy wall undulation requirements. Decorative columns will be scaled in height proportionate to the adjacent wall and be a minimum width of two feet with an offset from the wall of at least two-inches. Decorative columns will be utilized as a transition between wall types. Decorative columns will be provided at minimum intervals every 400 feet.

Secondary Theme Walls

Walls that are visible to the public, at end tract conditions, and occur adjacent to a fully improved common area (where enhancements such as landscape, trails or lighting have been planned), will be an enhanced interior wall or a secondary theme wall. Enhanced interior walls will be constructed from a minimum of two materials including masonry, brick, block, painted block, stone, stucco, steel, board form concrete, split-face, single-score or patterned integrally

colored block or similar enhancement and may include changes in color or texture. Enhanced interior walls will be a minimum of five feet in height and a maximum of seven feet in height along a collector street and eight feet in height along an arterial street, not including retaining walls. Refer to Section 8.0, Development and Design Standards and Guidelines in this CMP for modifications to the City's standard.

Standard Walls

Walls adjacent to unimproved corridors, and where the wall is not visible from public view, may be constructed of a four-inch masonry wall (aka 'Dooley Wall') that is a minimum of five feet in height and a maximum of six feet in height, not including retaining walls.

Retaining Walls

Retaining walls adjacent to any arterial or collector street, community open space, park or trail will be a minimum of five feet from a sidewalk. Residential retaining walls will not exceed four feet in height and must terminate a minimum of five feet from the back of sidewalk. Retaining walls will match the materials and color of adjacent walls where they occur. Non-residential retaining walls will not exceed four feet in height. Should additional height be required, the wall will be offset at a minimum of four feet or one foot per one foot of height, whichever is greater. View fences not exceeding six feet in height above the highest part of adjacent natural grade may be added to a retaining wall. Any retaining wall retaining earth for the roadway prism shall be designed to LRFD standards.

Where an end tract masonry wall is located atop a retaining wall, the height of both walls may not exceed eight feet to the edge visible to the public and ten feet to the homeowner side. All retaining walls to be waterproofed and adequately drained if required, on the surcharge side.

View Fences

View fencing is encouraged to be located adjacent to enhanced or active common areas such as open space tracts, parks, or other enhanced open space conditions that are 30 feet and wider, except where high intensity uses, or amenity lighting is in general proximity. Residential view fences will not exceed six feet in height whether stand-alone or combined with masonry walls. Residential view fences are not required on a side yard of a residential lot.

Community Signage

The primary function of signage within North Star Ranch is to celebrate arrival, create a sense of place, and provide wayfinding for vehicular and pedestrian destinations. The signage within the Community should also reinforce the overarching character and development identity, as well as promote a high-quality aesthetic. While signage character and aesthetics will differ from primary entries, parcel entries, and park entries, the continuity in appearance shall be achieved through establishing a level of quality and finish to be executed in all applications. Signage locations and types will be defined at the time of subdivision plat or site plan submittal. Refer to *Figure 11A, Conceptual Entry Approach Signage*, *Figure 11B, Conceptual Entry Monument - 1*, and *Figure 11C, Conceptual Entry Monument - 2* for general theme, dimensions, and concepts envisioned for North Star Ranch.

Access and Circulation

Primary access to North Star Ranch will be by way of two bridges that cross the Central Arizona Project Canal at the Canyon Springs Boulevard and Desert Oasis Boulevard alignments. These roadway corridors and bridges will be built by the developer and satisfy the requirement for two points of access for the Project. Both Canyon Springs Boulevard and Desert Oasis

Boulevard will be extended north from existing alignments within Sun City Festival to the south.

Previously negotiated and approved street cross-sections will be allowed within Phase 1 of North Star Ranch as shown on **Figure 15, Master Street and Circulation Plan** and **Figure 16E, Phase 1 Street Cross Sections 9-10**. The remaining phases will meet the current City of Buckeye street cross-sections as depicted on **Figure 16A, Street Cross-Sections 1-2**, **Figure 16B, Street Cross-Sections 3-4**, **Figure 16C, Street Cross-Sections 5-6**, and **Figure 16D, Street Cross-Sections 7-8**.

Turner Parkway (200' full right-of-way width), a planned regional parkway corridor, enters the Project at the mid-point of the western boundary and veers northeast generally along the 275th Avenue alignment. The Project incorporates three 140' wide major arterial (130' within the Phase 1) streets. These include, 1) Canyon Springs Boulevard, which enters the Project from Sun City Festival and meanders north, 2) Desert Oasis Boulevard enters the Project from Sun City Festival and meanders north until intersecting with Turner Parkway, and 3) Pinnacle Peak Road, which runs east/west through the Project. Happy Valley Road is a 120' wide arterial street and enters the Project from the northeast and intersects into Canyon Springs Boulevard. A series of 80' wide Collector (70' within the Phase 1) streets provide circulation internal to the Project, connection to Festival Ranch to the west, and connection to small isolated parcels south of the Project and north of the CAP Canal. Local streets will be developed throughout the Project both within and to adjacent residential neighborhoods and community mixed-use areas. Refer to **Figure 15, Master Street and Circulation Plan** for street designations, locations, right-of-way widths, and location of Phase 1.

SCHOOLS

North Star Ranch is located within the Wickenburg Unified School District. The School District has worked with the property ownership to determine the general location, size, and number of schools needed for the Project. Three elementary schools are planned and are equally distributed throughout the Project, all with frontage along collector streets. The size of the elementary schools range, generally, from 12 acres to 16 acres. A high school site is planned and is centrally located at the intersection of Pinnacle Peak Road (an arterial street) and a collector street, across from the Largest Park. The school site locations are conceptually identified on **Figure 8, Master Open Space and Trails Plan** to illustrate how the placement of schools can be integrated with the parks, open space, trails, and street circulation system.

An additional K-8 school is planned nearby within Festival Ranch to the west of the Project. Students west of Turner Parkway will likely attend the school planned within Festival Ranch to prevent students from having to cross Turner Parkway. Students east of Turner Parkway will likely attend the K-8 schools planned within North Star Ranch. North Star Ranch will work with the School District to implement best practices and design safe routes to school for Community residents.

If any of the proposed elementary school sites as shown on **Figure 6, Proposed Land Use Map** are deemed no longer necessary to serve the student population of North Star Ranch, any such school site may be replaced with residential uses, community centers, recreation centers, parks, or open space, as determined in the discretion of the property owner and approval from the City to verify access and the appropriate infrastructure is available for the proposed use. Development of school sites as residential will not be allowed to increase or

decrease the overall maximum number of allowable residential units for North Star Ranch as shown in **Table 2. Land Use Table**.

PHASING

As with any large master plan, market economics will have a significant impact on the overall phasing of the Project. North Star Ranch will be phased as appropriate based on market needs provided each phase is able to be served with adequate utilities and streets. Ultimate utility phasing, as discussed in each utility master plan as approved by the City, will be determined with each preliminary plat submittal.

7.0 LAND USES AND ZONING DISTRICTS

The North Star Ranch land use plan is comprised of multiple large development parcels (“CMP Parcels”) that are each assigned a Land Use designation, which broadly defines the predominant intended land use for that parcel. The Land Use designations within North Star Ranch include Neighborhood Residential (“NR”), Community Mixed-Use (“CMU”), Light Industrial (“LI”), Public Facilities (“PF”), Parks, and an Employment/Solar Overlay area. The overall Land Use Designations and percentages are represented in **Table 1, Land Use Summary**.

**TABLE 1
LAND USE SUMMARY**

Land Use Category (1)	Gross Area (Acres)	Gross Area (%)	Total Proposed Target Units	Total Proposed Target Units (%)
NR	2,462	87%	8,269	86%
CMU	200	7%	1,399	14%
Parks (2)	71	3%	-	-
PF	53	2%	-	-
LI	31	1%	-	-
Total	2,818	100%	9,668	100%

(1) Land Uses are defined as Neighborhood Residential (NR), Community Mixed Use (CMU), Public Facility (PF), and Light Industrial (LI).

(2) Acreage reflects only the "Parks" designated on the master plan. Additional neighborhood and pocket parks will be identified within the NR and CMU Land Use Categories as the Project develops.

Table 2, Land Use Table describes the Land Use Designations, gross acres, maximum number of units, proposed target units, and target densities for each CMP Parcel as represented on **Figure 6, Proposed Land Use Map**. The target units assigned to each CMP Parcel represent the initial density allocation. The number of target units allocated to a CMP Parcel may be increased up to the maximum number of units allowed provided the target units and target density for a CMP Parcel are not increased without a companion decrease in the target unit allocation for another CMP Parcel. This will help maintain the overall density balance for the Project and ensure the maximum unit allocation for North Star Ranch is not exceeded. The overall residential density for North Star Ranch is capped at a maximum of 3.4 dwelling units per acre (du/ac). The maximum number of residential dwelling units allowed for North Star Ranch is 9,668. In order to track the density and unit allocation for each CMP Parcel, and the maximum number of units for the Project, each preliminary plat or site plan must include an updated version of **Table 2** that includes the actual dwelling unit allocation and density for the CMP Parcel, and the remaining units for the entire Project.

As the Project develops, CMP Parcels will likely be further divided into individual development parcels (each a “CMP Sub-Parcel”). The maximum number of units and target density allowed for any CMP Sub-Parcel will be governed by the allocations in Table 2 for the overall CMP Parcel. The target density allocated for a CMP Parcel may be achieved by using a combination of underlying base zoning districts, lot sizes and housing types within the CMP Sub-Parcels. This provides homebuilders and developers flexibility and the ability to respond to market conditions as North Star Ranch develops and future residential preferences are known.

The underlying base zoning district and unit count allocation for each CMP Parcel, or CMP Sub-Parcel, will be determined at the time of preliminary plat or site plan approval. As noted above, each preliminary plat or site plan must include an updated version of Table 2 that includes the actual dwelling unit allocation and density for the CMP Parcel, and the remaining units for the entire Project.

TABLE 2: LAND USE

CMP Parcel No. (1)	Land Use Category (4)	Gross Area (Acres)	Maximum No. of Units Allowed (1)(2)(3)	Total Proposed Units (Target Units) (1)(2)	Target Gross Density (1)(2)
1	NR	274	1,234	833	3.0
2	CMU	8	226	52	7.0
3	NR	124	557	388	3.1
4	NR	93	420	306	3.3
5	NR	27	120	62	2.3
6	OS	2	-	-	-
7	NR	129	581	347	2.7
8	NR	74	335	251	3.4
9	CMU	26	510	178	7.0
10	CMU	19	371	129	7.0
11	NR	267	1,200	932	3.5
12	NR	146	659	512	3.5
13	NR	226	1,017	790	3.5
14	PF - Water Campus	11	-	-	-
15	NR	175	787	610	3.5
16	NR	174	784	609	3.5
17	PF - High School	41	-	-	-
18	NR	92	413	321	3.5
19	LI	31	-	-	-
20	NR	164	739	574	3.5
21	CMU	20	400	140	7.0
22	CMU	73	1,100	513	7.0
23	CMU	35	709	248	7.0
24	NR	116	522	405	3.5
25	Park	69	-	-	-
26	NR	76	343	267	3.5
27	CMU	20	399	139	7.0
28	NR	138	620	481	3.5
29	NR	80	361	280	3.5
30	PF - APS Sub-Station	2	-	-	-
31	NR	86	387	301	3.5
Total		2,818	9,668⁽³⁾	9,668	3.4

Footnote:

(1) Maximum and Target density are based on the CMP Parcel as defined in **Figure 6, Proposed Land Use Map**. As the Project develops, a CMP Parcel may be divided into smaller CMP Sub-Parcels. The Maximum and Target density allowed within a CMP Sub-Parcel will be determined by the CMP Parcel allocation as defined in **Table 2**.

(2) A Community Mixed-Use ("CMU") Parcel may be developed, or partially developed, with residential uses utilizing one of the allowed residential zoning districts, as outlined in the **Community Mixed Use Zoning Districts** section below, provided that the total residential unit count for all CMU Parcels, combined, may not exceed 1,399 dwelling units. The location, configuration, size and residential zoning district classification for a residential project within a CMU Parcel, if any, will be determined at the time of site plan review or preliminary plat, as appropriate. **Table 1** establishes an overall target density of 7 du/ac for the CMU Parcels as a benchmark; however, individual residential projects within a CMU Parcel may exceed 7 du/ac and the specific target gross density shown in **Table 2** provided that: 1) the density of a single residential development project does not exceed 30 du/ac, 2) the maximum number of units as provided in **Table 2** for an individual CMU Parcel is not exceeded, 3) the total number of residential units in all CMU parcels does not exceed 1,399 dwelling units and 4) the total number of dwelling units within North Star Ranch does not exceed 9,668 dwelling units.

(3) The maximum number of units when adding the maximum number of units allowed for each CMP Parcel totals 14,795; however, the maximum number of units permitted for the entire project is limited to a maximum of 9,668.

(4) Land Uses are defined as Neighborhood Residential (NR), Community Mixed Use (CMU), Public Facility (PF), and Light Industrial (LI).

Each Land Use designation, as described above and in detail below, accommodates multiple underlying base zoning districts such that a variety of complementary land uses and product types may be developed within an individual CMP Parcel. A comparison of the North Star Ranch dimensional standards with the Development Code are provided in **Appendix A, Dimensional Standard Comparisons**.

Neighborhood Residential (NR) Zoning Districts

The Neighborhood Residential Land Use designation provides for a full range of housing opportunities to be developed within the residential neighborhoods of North Star Ranch. Allowed product types may include traditional single-family detached, single-family attached, townhomes or duplexes, cluster product, and multifamily uses such as apartments, condominiums, and single-family for rent products. The Neighborhood Residential Land Use also permits complementary non-residential land uses such as small-scale neighborhood commercial, office, and educational institutions.

Several underlying base zoning districts are permitted within the NR parcels as shown in **Table 3, Permitted NR Zoning Districts** to provide the flexibility and ability to respond to market demands as North Star Ranch develops and future residential and commercial preferences are known.

**TABLE 3
PERMITTED NR ZONING DISTRICTS**

LAND USE	ALLOWED BASE ZONING DISTRICTS (Per Development Code Article 2)
NR	SF-10, SF-6, SF-3, SF-1, MF-1, MF-2 ⁽¹⁾ and C-1 ⁽²⁾

Footnote:

⁽¹⁾ MF-2, limited to a maximum of 16 net-acres of a NR CMP Parcel, is permitted along an arterial and/or collector street.

⁽²⁾ Neighborhood commercial, limited to a maximum of 8 net-acres of a NR CMP Parcel, is permitted at the intersection of arterials and/or collector streets.

The NR zoning districts shall comply with the requirements of the Development Code, including the provisions within Table 3.1-1: Table of allowed Uses in Article 3, Use Regulations, except as specifically modified herein. The dimensional standards for NR zoning districts are shown in **Table 4, NR District Dimensional Standards**. A comparison of North Star Ranch and the Development Code are provided in **Appendix A**.

**TABLE 4
NR DISTRICT DIMENSIONAL STANDARDS**

NR Dimensional Standards									
District [14]	North Star Ranch SF-10 Standards	North Star Ranch SF-6 Standards	North Star Ranch SF-3 Standards		North Star Ranch SF-1 Standards	North Star Ranch MF-1 Standards [10]	North Star Ranch MF-2 Standards	North Star Ranch C-1 Standards	
			Traditional	Non-Traditional Small Lot [13]					
Density, maximum (du/gross ac.)	-	-	-	-	-	15.0	30.0	-	
Lot Dimensions, minimum	Lot Size (sq. ft.) [12]	7,480	5,250	4,000	2,500	1,000	-	-	-
	Lot Width (ft.) [1]	68	50	40	30	20	-	-	-
	District Size, maximum (ac.)	-	-	-	-	-	-	16.0	8.0
Setbacks, minimum	Front (ft.)	Front-loaded garage - 18 [4] Side-loaded garage - 10 Livable - 10	Front-loaded garage - 18 [4] Side-loaded garage - 10 Livable - 10	Front-loaded garage - 18 [4] Side-loaded garage - 10 Livable - 10	4	0	15	0	All neighborhood commercial shall front arterial or collector streets
	Side (ft.)	5 w/13 aggregate [2]	5 w/ 10-13 aggregate [2] [5]	5 [2]	0 [2][11]	0 [2][11]	5 [2]	5 [2]	Adjacent to residential district - 30 All others - 10
	Rear (ft.)	25 [3][6][7]	20 [3][6][7]	15 [3][6][7]	10 [6][9][11]	8 [3][6]	15 [3]	10 [3]	Adjacent to residential district - 30 All others - 0
Lot Coverage, maximum (%)		N/A [8]	N/A [8]	N/A [8]	N/A [8]	N/A [8]	70	95	50
Building Height, maximum (ft.)		35	35	30	45	50	50	50	30

Notes:

[1] Lot width is measured at the front building line.

[2] An additional 5 feet of setback, or an open space tract a minimum of 8' in width, shall be required for all corner lots adjacent to public right-of-way.

[3] For accessory buildings, a 5-foot minimum setback.

[4] A minimum 20' distance is required from back of sidewalk to the face of garage.

[5] SF-6 lots less than 58' in width shall have side yard setbacks that total no less than 10' in width and SF-6 lots 58' and greater in width shall have side yard setbacks that total 13' in width.

[6] Rear yard setback can be reduced to 3' where garage is not accessed from public street but is accessed from an alley, courtyard, or shared drive.

[7] Patio covers may encroach to within 10' of rear property line.

[8] Maximum lot coverage does not apply and lot coverage is controlled by the required yard setbacks.

[9] For accessory buildings, 0 setback.

[10] Minimum building separation for Horizontal Multi-family is subject to Fire Code requirements.

[11] Minimum building separation subject to Fire Code requirements.

[12] Lot depth may be reduced by 10' on cul-de-sac and knuckle lots.

[13] Non-Traditional Small Lot includes product types such as cluster homes, z-lots, alley loaded product, and other non-standard product types. Refer to **Figure 7, Representative Examples of Non-Traditional Small Lots** for examples.

[14] Refer to **Appendix A** for comparison to Development Code.

Neighborhood Residential Uses

The allowed uses for the Neighborhood Residential zoning districts shall comply with the Development Code, Article 3, Use Regulations, except as modified below, including those residential use types similar to those specifically allowed pursuant to Table 3.1-1 or as outlined herein will also be allowed.

Additional Allowed Uses. The following additional uses are permitted within North Star Ranch within the specified zoning district as described below.

MF-1: Dwelling, Horizontal Multifamily. Dwellings designed for independent occupancy by one or more families in separate units located on a single lot, such dwelling types may include duplex, multi-family, or single-family detached, or a combination thereof.

SF-3, Traditional and Non-Traditional and SF-1:

Dwelling, Single-Family Attached. A dwelling on an individual lot designed for or used by one family with common walls shared by adjoining dwellings in groups of three or more attached units, including townhomes or similar dwelling types.

SF-10, SF-6:

Accessory Dwelling Unit. A residential living unit on the same parcel as a Single-Family Detached Dwelling that provides complete independent living facilities (including kitchen and bathroom facilities) for one or more persons. An Accessory Dwelling Unit may include a detached unit, a unit that is part of an accessory structure, or a unit included within a primary dwelling. Commonly referred to as a “granny flat,” “mother-in-law suite,” “casita,” and “secondary suite.”

Public Facilities including public safety facilities, the water campus, well sites, public or private schools, electric substations, and other similar facilities are allowed within any zoning district.

Regional Wireless Cooperative Public Safety Communication Towers for Public Safety shall be exempt from any use and height requirements or restrictions.

Prohibited Uses. The following uses, which are permitted or conditionally permitted per the Table of Allowed Uses in Section 3.1 of the Development Code, are not permitted within North Star Ranch within the specified zoning district.

SF-10: Dwelling, Manufactured Home; Boarding House/Guest Room; Shelter Care Facility, Homeless; and Cemetery.

SF-6: Dwelling, Manufactured Home; Boarding House/Guest Room; Shelter Care Facility, Homeless; and Cemetery.

SF-3: Dwelling, Manufactured Home and Boarding House/Guest Room.

SF-1: Dwelling, Manufactured Home.

MF-1: Boarding House/Guest Room; Shelter Care Facility, Homeless; and Cemetery.

MF-2: Boarding House/Guest Room; Shelter Care Facility, Homeless; and Cemetery.

- C-1: Shelter Care Facility, Homeless; Shelter Care Facility; Cemetery; Crematorium or Funeral Parlor, College or University; Golf Course, Unlighted; and Golf Course/Driving Range, Lighted.

Conditional Uses. Telecommunication Tower (including any facility with a Tower, but excluding Small Wireless Facilities within the right-of-way) are a Conditional Use pursuant to the requirements of the Development Code subject to the following additional condition:

Telecommunication Tower (including any facility with a Tower, but excluding Small Wireless Facilities within the right-of-way) are allowed as a Conditional Use provided that enhanced architectural design may be required by the North Star Ranch master developer or homeowner's association pursuant to future North Star Ranch Conditions, Covenants and Restrictions.

Community Mixed Use (CMU) Zoning Districts

The Community Mixed-Use Land Use designation provides opportunities for vertical and horizontal mixed-use developments that may include non-residential uses such as retail, commercial, offices, entertainment, hospitality, and medical (among others) alongside residential uses such as multifamily or various types of single-family developments. North Star Ranch's CMU Land Use areas are intended to serve the needs of, primarily, North Star Ranch residents and are concentrated in higher intensity areas with multi-modal transportation corridors such as the intersections of Turner Parkway and Desert Oasis Boulevard, Turner Parkway and Pinnacle Peak Road, and Canyon Springs Boulevard and Pinnacle Peak Road.

As a mixed-use land use, a portion of CMP Parcels designated as Community Mixed Use may be utilized for residential development, with a maximum residential unit count of 1,399 dwelling units for the aggregated CMU areas within all of North Star Ranch. The specific location, configuration, size and land use or product type for residential areas within the CMU CMP Parcels will be determined at the time of preliminary plat or site plan approval. For the purpose of initial unit count allocations, **Table 2, Land Use Table** establishes an overall target density of 7 dwelling units per acre for CMP Parcels. Individual residential development projects within all or a portion of a CMU CMP Parcel may exceed the density noted for each CMP Parcel under the following conditions:

- 1) Density of an individual residential development project within a CMU CMP Parcel does not exceed 30 dwelling units per acre;
- 2) Maximum number of dwelling units as provided in **Table 2, Land Use Table** for any given CMU CMP Parcel is not exceeded;
- 3) Total number of dwelling units in all CMU CMP Parcels does not exceed 1,399 dwelling units; and
- 4) Total dwelling units in North Star Ranch does not exceed 9,668 dwelling units.

The CMU CMP Parcels shown on **Figure 6, Proposed Land Use Map**, may be reconfigured in response to specific development requests so long as the overall acreage is maintained and the modification does not constitute a substantial alteration of the fundamental nature and character of the Land Use Master Plan as determined by the Development Services Director. Any such modification will be considered a Minor Amendment to the Community Master Plan

and review and approved pursuant to the Minor Amendment provisions in Section 8.6 of the Development Code.

Several underlying base zoning districts are permitted within the CMU parcels as shown in **Table 5, Permitted CMU Zoning Districts** to provide the flexibility and ability to respond to market demands as North Star Ranch develops and future residential and commercial preferences are known.

**TABLE 5
PERMITTED CMU ZONING DISTRICTS**

LAND USE	ALLOWED BASE ZONING DISTRICTS (Per Development Code, Article 2)
CMU	CMU, C-1, C-2, MF-1, MF-2, SF-6, SF-3, SF-1

The CMU zoning districts shall comply with the requirements of the Development Code except as specifically modified herein. The dimensional standards for the MF-1, MF-2, SF-6, SF-3, and SF-1 zoning districts, as allowed within the CMU CMP Parcels, are shown in **Table 4, NR District Dimensional Standards** (see previously). The dimensional standards for the CMU, C-1, and C-2 zoning districts, as allowed within the CMU CMP Parcels, are shown in **Table 6, CMU District Dimensional Standards**).

**TABLE 6
CMU DISTRICT DIMENSIONAL STANDARDS**

District [5]		North Star Ranch CMU Standards	North Star Ranch C-1 Standards	North Star Ranch C-2 Standards
Density, maximum (du/gross ac.)		30/20 [3]	-	-
District Size, minimum (ac.)		5.0 acres	-	-
Setbacks, minimum	Front (ft.)	0	0 All neighborhood commercial shall front arterial or collector streets	Adjacent to residential district - 20 All others - 0
	Side (ft.)	0/15[1][4]	Adjacent to residential district - 30 All others - 10	Adjacent to residential district - 50 All others - 10
	Rear (ft.)	0/15 [2][4]	Adjacent to residential district - 30 All others - 0	Adjacent to residential district - 50 All others - 0
Lot Coverage, maximum (%)		90	50	60
Building Height, maximum (ft.)		90	30	50
Minimum Building separation		Subject to Fire Code requirements.		

[1] Corner lots shall have a minimum 10-foot side setback on the street sides.

[2] If alleys are used in a development, there is a minimum 30' building face to building face separation across the alley.

[3] 30 du/ac on parcels less than 15 acres, 20 du/ac on parcels 15 acres or greater, with an overall Project target density of 7 du/ac.

[4] Additional 15' setback for commercial, retail, office, multifamily type uses when adjacent to single-family residential uses within the NR district.

[5] Refer to **Appendix A** for comparison to Development Code.

CMU Uses

The allowed uses for the Community Mixed Use zoning districts shall comply with the Development Code, Article 3, Use Regulations, except as modified below, including those residential use types similar to those specifically allowed pursuant to Table 3.1-1 or as outlined herein will also be allowed.

Additional Allowed Uses. The following additional uses, are permitted within North Star Ranch within the specified zoning districts as described below.

CMU and MF-1:

Dwelling, Horizontal Multifamily. Dwellings designed for independent occupancy by one or more families in separate units located on a single lot, such dwelling types may include duplex, multi-family or single-family detached, or a combination thereof.

SF-3, Traditional and Non-Traditional and SF-1:

Dwelling, Single-Family Attached. A dwelling on an individual lot designed for or used by one family with common walls shared by adjoining dwellings in groups of three or more attached units, including townhomes or similar dwelling types.

SF-6:

Accessory Dwelling Unit. A residential living unit on the same parcel as a Single-Family Detached Dwelling that provides complete independent living facilities (include kitchen and bathroom facilities) for one or more persons. An Accessory Dwelling Unit may include a detached unit, a unit that is part of an accessory structure, or a unit included within a primary dwelling. Commonly referred to as a “granny flat,” “mother-in-law suite,” “casita,” and “secondary suite.” Subject to Sections 3.3.4.A.2 through 3.3.4.A.5 of the Development Code.

C-1 and C-2:

Mini-Storage, Indoor and Mini-Storage, Outdoor permitted by right.

Public Facilities including public safety facilities, the water campus, well sites, public or private schools, electric substations and other similar facilities are allowed within any zoning district.

Prohibited Uses. The following uses, which are permitted or conditionally permitted per the Table of Allowed Uses in Section 3.1 of the Development Code, are not permitted within North Star Ranch within the specified zoning district.

SF-6: Dwelling, Manufactured Home; Boarding House/Guest Room; Shelter Care Facility, Homeless; and Cemetery.

SF-3: Dwelling, Manufactured Home and Boarding House/Guest Room.

SF-1: Dwelling, Manufactured Home.

MF-1: Boarding House/Guest Room; Shelter Care Facility, Homeless; and Cemetery

C-1: Shelter Care Facility, Homeless; Shelter Care Facility; Cemetery; Crematorium or Funeral Parlor, College or University; Golf Course, Unlighted; and Golf Course/Driving Range, Lighted.

CMU: Shelter Care Facility, Homeless; Shelter Care Facility; Cemetery; Crematorium or Funeral Parlor.

Conditional Uses. Telecommunication Tower (including any facility with a Tower, but excluding Small Wireless Facilities within the right-of-way) are a Conditional Use pursuant to the requirements of the Development Code subject to the following additional condition:

Telecommunication Tower (including any facility with a Tower, but excluding Small Wireless Facilities within the right-of-way) are allowed as a Conditional Use provided that enhanced architectural design may be required by the North Star Ranch master developer or homeowner's association pursuant to future North Star Ranch Conditions, Covenants and Restrictions.

Light Industrial (LI) Zoning Districts

The Light Industrial Land Use designation provides for more intense employment opportunities within North Star Ranch. The Light Industrial CMP Parcel is approximately 31 acres and is located between two major power line corridors in the northwestern-most quadrant of the Project. The development profile of anticipated users includes contractors and service-oriented companies, warehousing, storage, distribution and other research and development uses.

The permitted underlying base zoning district for LI is I-1 as shown in **Table 6, Permitted LI Zoning Districts**.

**TABLE 7
PERMITTED LI ZONING DISTRICTS**

LAND USE/ OVERLAY	ALLOWED BASE ZONING DISTRICTS (Per Development Code, Article 2)
LI	I-1

Development within the LI zoning district shall comply with the requirements of the Development Code except as specifically modified herein. The dimensional standards for LI are shown in **Table 8, LI District Dimensional Standards**.

**TABLE 8
LI DISTRICT DIMENSIONAL STANDARDS**

District [1]		North Star Ranch L-1 Standards
Lot Coverage, maximum (%)		80
District Size, minimum (acres)		-
Setbacks, minimum	Front (ft.)	Adjacent to arterial - 40 All others - 20
	Side (ft.)	Adjacent to residential district - 75 Adjacent to rail ROW - 0 All others - 20
	Rear (ft.)	Adjacent to residential district - 75 Adjacent to rail ROW - 0 All others - 20
Building Height, maximum (ft.)		55 at setback; increase 1 ft for every 3 ft in additional setback to a max of 120
Minimum Building separation		Subject to Fire Code requirements.

[1] Refer to **Appendix A** for comparison to Development Code.

Light Industrial Uses

The allowed uses for the Light Industrial zoning districts shall comply with the Development Code, Article 3, Use Regulations, except as modified below.

Additional Allowed Uses. The following additional uses, are permitted within North Star Ranch within the specific zoning districts as described below.

I-1: Arboretum or botanical garden, Community playfields and parks, Parks and not-for-profit nature preserves, Business or professional office.

Public Facilities including public safety facilities, the water campus, well sites, public or private schools, electric substations and other similar facilities are allowed within any zoning district.

Telecommunication Tower (including any facility with a Tower, but excluding Small Wireless Facilities within the right-of-way) are allowed as a Conditional Use provided that enhanced architectural design may be required by the North Star Ranch master developer or homeowner's association pursuant to future North Star Ranch Conditions, Covenants and Restrictions.

Prohibited Uses. The following uses, which are permitted or conditionally permitted per the Table of Allowed Uses in Section 3.1 of the Development Code, are not permitted within North Star Ranch within the specified zoning district.

I-1: Shelter Care Facility, Homeless and Cemetery.

Employment/Solar Overlay District

North Star Ranch includes residential neighborhoods, commercial and employment centers, and community-oriented uses intended to create a holistic and sustainable community. In order to promote an environment that provides opportunities for solar technology, the North Star Ranch CMP includes provisions for a Solar Overlay to allow for the design, development, and operation of a solar generation facility to serve the needs of the public and residents of North Star Ranch. Additionally, an Employment Overlay within this same area permits flexibility within the northwestern portion of the Property for the potential expansion of employment uses.

The Solar/Employment Overlay is depicted on **Figure 6, Proposed Land Use Map** within the northwest quadrant of the Project and encompasses approximately 381 acres. Solar generation facilities and employment uses shall be permitted to locate anywhere within the overlay area. The solar generation facilities, if developed, may develop as an interim use that ultimately transitions to the underlying NR or CMU land use designations. A buffer of 100 feet must be maintained between a solar use and any residential use.

Any solar generating facility developed within the Solar/Employment Overlay will comply with the provisions of the L-1 zoning district as set forth within the Development Code Section 3.2.2.J and **Table 9, Solar Overlay Dimensional Standards** as provided herein. Employment uses developed within the Solar/Employment Overlay will conform to the allowed uses and dimensional standards set forth in the CMU land use designation as defined herein.

**TABLE 9
SOLAR OVERLAY DIMENSIONAL STANDARDS**

District		North Star Ranch Solar Standards
Lot Coverage, maximum (%) [1]		30
Lot Size, minimum (acres)		50
Setbacks, minimum	Front (ft.)	Adjacent to arterial - 50 All others - 20
	Side (ft.)	Adjacent to residential district - 100 Adjacent to rail ROW - 0 All others - 20
	Rear (ft.)	Adjacent to residential district - 100 Adjacent to rail ROW - 0 All others - 20
Building Height, maximum (ft.) [2]		55 at setback; increase 1 ft for every 3 ft in additional setback to a max of 120
Minimum Building separation		Subject to Fire Code requirements

[1] Free-standing, ground-mounted solar devices shall not count toward the lot coverage requirements.

[2] Thermal towers may be up to 200 feet in height provided that the tower is centrally located on the property and maintains a safe fall-zone equal to or greater than the height of the tower. Additional building height for structures that are clearly incidental and/or accessory to the generation of power or the collecting of solar may be approved through the issuance of a Conditional Use Permit.

8.0 DEVELOPMENT AND DESIGN STANDARDS AND GUIDELINES

Article 5, Development and Design Standards and Guidelines of the Development Code shall govern, except as modified within this CMP. Following are specific amendments to the Development Code.

Building Standards and Guidelines

All residential and commercial building standards and guidelines shall comply with the Development Code, Section 5.6, Off-Street Parking, Section 5.7, Residential Building Standards and Guidelines, and Section 5.8, Commercial Building Standards and Guidelines, except as specifically modified below.

Section “5.7.2.C – Maximum Garage Width” is amended as follows:

- ~~1. The maximum width of front-loaded garages, including the garage door and architectural elements on each side of the garage door, shall not exceed 30 percent of the overall building façade width on lots of 10,000 square feet or greater; 40 percent of the façade width on lots of between 6,000 and 10,000 square feet; and 50 percent of the façade width on lots of less than 6,000 square feet.~~

THE MAXIMUM WIDTH OF GARAGE DOORS ON FRONT LOADED GARAGES, INCLUDING THE GARAGE DOOR BUT EXCLUDING ANY ARCHITECTURAL ELEMENTS ON EACH SIDE OF THE GARAGE DOOR, SHALL NOT EXCEED 40% OF THE OVERALL BUILDING FAÇADE ON LOTS HAVING A TYPICAL WIDTH GREATER THAN 80 FEET, 50% OF THE OVERALL BUILDING FAÇADE ON LOTS HAVING TYPICAL WIDTHS 60 FEET AND GREATER BUT LESS THAN OR EQUAL TO 80 FEET, AND 57% OF THE FAÇADE ON LOTS HAVING A TYPICAL LOT WIDTH LESS THAN 60 FEET.

THIS MAXIMUM GARAGE WIDTH SHALL NOT APPLY TO ANY BUILDING FRONTING A STREET OR OPEN SPACE WHOSE GARAGE ORIENTATION IS OTHER THAN THE FRONT STREET, SUCH AS A SIDE-LOADED GARAGE, AND INCLUDING THOSE THAT FRONT ON AN ALLEY, COURTYARD OR SIMILAR SHARED DRIVE, OR DETACHED FROM THE PRINCIPAL BUILDING AND LOCATED IN THE REAR YARD.

- ~~2. On homes that incorporate an RV Garage, the maximum aggregate width of the garage doors attached to the primary residence and facing the front of the lot shall not exceed 45 percent of the overall building façade. Unless the individual doors are separated by 4 feet, and one of the garage doors is setback at least 6 feet, in which case the maximum aggregate width shall not exceed 51 percent of the overall building façade.~~

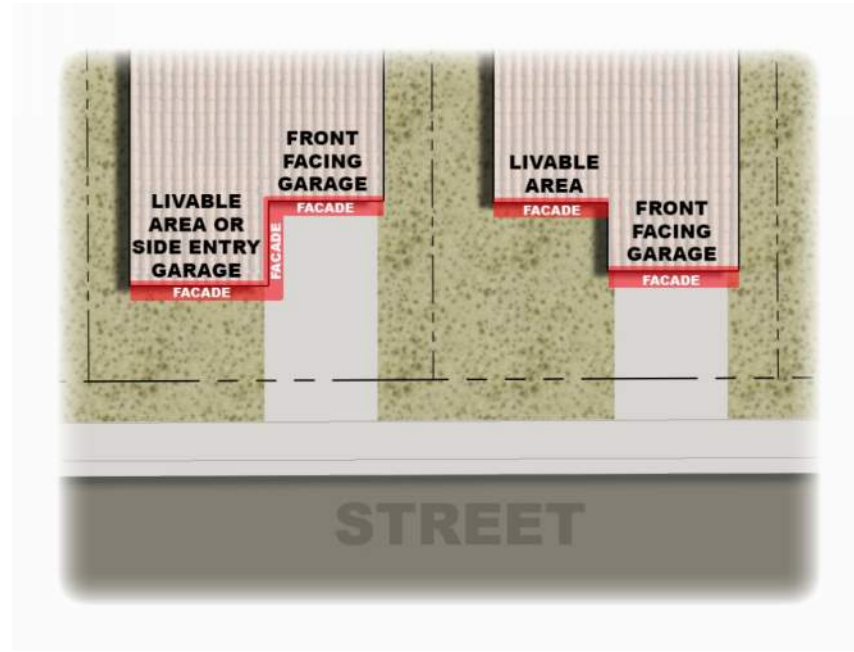
ON HOMES THAT INCORPORATE AN RV GARAGE, THE MAXIMUM AGGREGATE WIDTH OF THE GARAGE DOORS ATTACHED TO THE PRIMARY RESIDENCE AND FACING THE FRONT OF THE LOT SHALL NOT EXCEED 55% OF THE OVERALL BUILDING FAÇADE. UNLESS THE INDIVIDUAL DOORS ARE SEPARATED BY 4 FEET, AND ONE OF THE GARAGE DOORS IS SETBACK AT LEAST 6 FEET, IN WHICH CASE THE MAXIMUM AGGREGATE WIDTH SHALL NOT EXCEED 58% OF THE OVERALL BUILDING FAÇADE.

- ~~3. The maximum number of homes that incorporate an RV garage within a subdivision shall not exceed 45 percent.~~

THE MAXIMUM NUMBER OF HOMES THAT INCORPORATE AN RV GARAGE WITHIN A SUBDIVISION SHALL NOT EXCEED 50%.

Façade: The exterior walls of a building exposed to public view, or that wall viewed by persons not within the building.

BUILDING FAÇADE IS DEFINED AS: FRONT OF HOME PARALLEL TO THE STREET PLUS THE FOLLOWING: WHERE LIVABLE AREA OR SIDE ENTRY GARAGE IS FORWARD OF THE FRONT FACING GARAGE, THE LENGTH OF THE WALL RETURN FROM THE FORWARD LIVABLE AREA OR SIDE ENTRY GARAGE TO THE FRONT FACING GARAGE SHALL BE ADDED TO THE OVERALL FAÇADE LENGTH. THE LENGTH OF THE WALL RETURN FROM THE GARAGE TO THE LIVABLE AREA SHALL NOT BE INCLUDED WHEN THE GARAGE IS FORWARD OF THE LIVABLE AREA.



Justification for modification to Section “5.7.2.C – Maximum Garage Width”: The proposed modification is based on the width of the lot and not the overall square-footage. This encourages front elevation variation, livable forward, side entry and alley-loaded garage orientations, or other non-traditional product types. The proposed modification to the RV garage permits an increased width when providing more variation in the front elevation for front-loaded automobile and RV garages.

Section “5.7.3.B.1 – Orientation of Dwellings to the Street” is amended as follows:

~~Orientation of Dwellings to the Street Each residence shall have at least one primary pedestrian doorway for access to the dwelling located on the elevation of the dwelling facing the front lot line of the property, and clearly visible from the street or public area adjacent to the front lot line. On corner lots, such pedestrian doorway may be located facing any adjacent street.~~

- i. ON LOTS 40 FEET OR LESS IN WIDTH, THE HOME MAY HAVE A PRIMARY DOORWAY ENTRANCE NOT FACING THE FRONT LOT LINE PROVIDED THE ENTRANCE IS WELL LIT.
- ii. ON ALL LOTS LESS THAN 55 FEET IN WIDTH BUT GREATER THAN 40 FEET, EACH HOME SHALL HAVE AT LEAST ONE PRIMARY DOORWAY FOR ACCESS TO THE DWELLING LOCATED ON THE ELEVATION OF THE DWELLING FACING THE FRONT LOT LINE OF THE PROPERTY, AND CLEARLY VISIBLE FROM THE STREET OR PUBLIC AREA ADJACENT TO THE FRONT LOT LINE.
- iii. ON LOTS 55 FEET IN WIDTH OR MORE, THE HOME MAY HAVE A PRIMARY DOORWAY ENTRANCE NOT FACING THE FRONT LOT LINE PROVIDED THE ENTRANCE IS WELL LIT.

Justification for modification to Section “5.7.3.B.1 – Orientation of Dwellings to the Street”: Providing the ability to have a pedestrian doorway that is not facing the front lot-line of the property allows more options to the interior of the home while creating a well-lit entrance visible from the street and to also creates more architectural interest such as incorporation of a front yard courtyard while maintaining visibility from the street.



Section “5.7.5.C – Building and Parking Location, Layout, and Orientation” is amended as follows:

- 2 When more than one multi-family structure is constructed *ON A LOT, EXCEPT FOR HORIZONTAL MULTI-FAMILY WHERE THE FOLLOWING PROVISIONS DO NOT APPLY:*
 - a. *No side, end, or rear wall of a multi-family structure shall be located within 20 feet of a side, end, or rear wall of any other multi-family structure:*

- b. *No side, end, or rear wall of a multi-family structure shall be located within 30 feet of the front wall of any other multi-family structure:*
- c. *No front wall of a multi-family structure shall be located within 40 feet of the front wall of any other multi-family structure.*

Justification for modification to Section **“5.7.5.C – Building and Parking Location, Layout, and Orientation”**: Horizontal multifamily has different design requirements than a vertical multifamily development. The horizontal multifamily incorporate detached or attached structures similar to single-family and duplex units. The prescribed distances between structures are not feasible for this type of development.

Section “5.7.5.E – Building Mass and Articulation” is amended as follows:

- 2 *The facades of all multi-family buildings shall be articulated through the incorporation of at least TWO OR MORE FOR HORIZONTAL MULTI-FAMILY, OR three or more FOR OTHER MULTI-FAMILY, of the following:*
 - a. *Balconies;*
 - b. *Bay or box windows;*
 - c. *Porches or covered entries;*
 - d. *Dormers;*
 - e. *Variations in materials;*
 - f. *Variations in roof forms;*
 - g. *Variation in window sizes and shapes; or*
 - h. *Vertical elements that demarcate building modules*

Justification for modification to Section **“5.7.5.E – Building Mass and Articulation”**: Horizontal Multifamily has different design requirements than a vertical multifamily development. The horizontal multifamily incorporate detached or attached structures similar to single-family and duplex units. The prescribed number of facades required for each structure is not needed for this type of development in order to create visual interest.

Section “5.7.5.F – Roof Form” is amended as follows:

- 2 *Multifamily residential buildings shall be designed to avoid any continuous roofline longer THAN 60 FEET FOR HORIZONTAL MULTI-FAMILY OR LONGER than 50 feet FOR OTHER MULTIFAMILY USE. Rooflines longer than 60 FEET FOR HORIZONTAL MULTI-FAMILY OR 50 feet FOR OTHER MULTIFAMILY USE, shall include at least one vertical elevation change of at least two feet.*

Justification for modification to Section **“5.7.5.F – Roof Form”**: Horizontal Multifamily has different design requirements than a vertical multifamily development. The horizontal multifamily incorporate detached or attached structures similar to single-family and duplex units. The prescribed vertical elevation change of at least two feet for each building is not needed for this type of development to create visual interest.

Section “5.7.5.H – Entrances and Porches” is amended by deleting the existing section within the code and replacing it with the following:

1. *At least one main building entry shall face the primary adjacent public street EXCEPT FOR HORIZONTAL MULTI-FAMILY.*

Justification for modification to Section “5.7.5.H – Entrances and Porches”: Horizontal Multifamily has different design requirements than a vertical multifamily development. The horizontal multifamily incorporate detached or attached structures similar to single-family and duplex units. The main building entry may not face the primary adjacent street due to the type of development and how the development functions.

Landscaping

Landscaping will be themed in keeping with the Sonoran Desert setting. Land uses, roadways, pathways and trails, and landscaping will be designed to create an overall Community character and theme. Landscaping in all residential and commercial uses shall comply with the Development Code Section 5.4, Chapter 9, Section 9-10, and Chapter 20, Section 20-27-1, except as modified herein.

“Section 5.4.3.A.1 – Site Enhancement Landscaping” is amended by deleting the minimum percentage of parcel to be landscaped within residential developments of 15%, 20%, 25%, or 30%, depending on zoning district type and density and replacing with the following revision to the portion of Table 5.4-1 excerpted below:

**TABLE 5.4-1: SITE ENHANCEMENT LANDSCAPING REQUIREMENTS
(BY DISTRICT TYPE)**

	Residential (common areas within subdivisions and multiple-family developments only)	Commercial and Mixed Use	Industrial
Minimum percentage of parcel to be landscaped [1]	Gross Density: <1.5 du/ac: 15% Gross Density: 1.5 – 3.0 du/ac: 20% Gross Density: 3.0 – 4.0 du/ac: 25% Gross Density: >4.0 du/ac: 30% <u>25% BASED ON GROSS AREA</u> (excluding right-of-way) <u>AND</u> <u>AVERAGED THROUGHOUT NORTH STAR RANCH.</u>	20% 10% based on gross area (excluding right-of-way)	10%
Plantings required for landscaped area (gallons)	Minimum 40% trees and 60% other plantings; 10 gallons total for each 25 square feet	Minimum 40% trees and 60% other plantings; 10 gallons total for each 50 square feet.	Minimum 40% trees and 60% other plantings; 10 gallons total for each 75 square feet
Acceptable landscape surface	Turf, Granite	Turf, Granite, Undisturbed desert	Turf, Granite, Undisturbed desert

[1] LANDSCAPED AREAS INCLUDE OPEN SPACES, LARGEST PARK, NEIGHBORHOOD AND POCKET PARKS. EACH PRELIMINARY PLAT FOR SINGLE-FAMILY RESIDENTIAL PARCELS SHALL TRACK THE CUMULATIVE LANDSCAPED AREAS TO ASSURE THE OVERALL 25% OF NET AREA IS MET. THIS ANALYSIS SHALL CONSIDER OTHER USABLE OPEN SPACE, PARKS, AND RECREATION CENTERS LOCATED WITHIN THE CMP.

Justification for modification to Section “5.4.3.A.1 – Site Enhancement Landscaping”: The Landscaping Requirements per the Development Code is designed to apply to each individual parcel. The purpose of this modification is to base the landscaping requirements on the overall project and project density. This will permit open space areas, such as the Largest Park, to count towards the overall landscape requirement.

Commercial and Mixed-Use sites will have landscaping along frontage, retention onsite, parking lot islands, and separation between buildings and pedestrian access; providing significant and well distributed landscaping.

Off-Street Parking

Off-Street Parking shall comply with the development standards defined in the Development Code Section 5.6, Off-Street Parking, except as modified herein.

Section “5.6.3, Off-Street Parking Requirements” requires off-street parking spaces to be provided in accordance with Section 4.3, Off-Street Parking Requirements unless otherwise expressly stated in the Development Code. **Section “4.3 – Off-Street Parking Requirements”**

is amended to add Pocket Park and Neighborhood Park, 10 acres or less to **Table 4.3-1: Off-street Parking Schedule A** and to amend **Section 4.3.3, Schedule C**:

Unless otherwise expressly stated in this Code, off-street parking spaces shall be provided in accordance with Table 4.3-1, Off-Street Parking Schedule A.

TABLE 4.3-1: OFF-STREET PARKING SCHEDULE A (Parks and Open Space)

Parks and Open Space	Arboretum or botanical garden	1/10,000 sf outdoor lot area
	Campground	1/campsite
	Community playfields and parks NORTH STAR RANCH LARGEST PARK	-Field sports (i.e. softball, baseball, soccer, football, general purpose) – 15 spaces/field - Basketball and volleyball courts – 9 spaces/full-court, 6 spaces/half, court - Tennis and racquetball/handball courts – 3 spaces/court - Swimming pools – 1 space/60 sf of deck area
	<u>POCKET PARK</u>	<u>NONE</u>
	<u>NEIGHBORHOOD PARK</u> <u>(7-10 ACRES)</u>	<u>PER DEVELOPMENT CODE</u>
	Parks and nature preserves, not-for-profit	See Schedule C

Section 4.3.3, Schedule C

Uses that reference “Schedule C” in Off-Street Parking Schedule A have widely varying parking and loading demand characteristics, making it impossible to specify a single off-street parking or loading standard. Upon receiving a development application for a use subject to Schedule C standards, the Building Official and the Director shall apply the off-street parking and loading standard specified for the listed use that is deemed most similar to the proposed use or establish minimum off-street parking requirements on the basis of a parking and loading study prepared by the applicant. A DEVELOPER OR PROPERTY OWNER, WHEN THE DEVELOPER OR PROPERTY OWNER BELIEVES THE USE OF SCHEDULE A OR SCHEDULE B WOULD RESULT IN TOO MUCH OR TOO LITTLE PARKING, BASED ON THE INTENDED USE OF THE DEVELOPMENT, MAY REQUEST MODIFICATION TO THE OFF-STREET PARKING BY PROVIDING A LOADING STUDY PREPARED BY THE DEVELOPER OR PROPERTY OWNER AND SUBMITTED TO THE CITY. THE STUDY SHALL BE REVIEWED BY THE CITY AND APPROVAL DETERMINED BY THE DEVELOPMENT SERVICES DIRECTOR AND CITY ENGINEER. Such a study shall include estimates of parking demand based on recommendations of the Institute of Transportation Engineers (ITE), or other acceptable estimates as approved by the Director, and should include other reliable data collected from uses or combinations of uses that are the same as or comparable with the proposed use. Comparability will be determined by density, scale, bulk,

area, type of activity, and location. The study shall document the source of data used to develop the recommendations.

Justification for modification to **Section “4.3 – Off-street Parking Requirements”**: Pocket parks are planned for nearby residents and more pedestrian traffic than vehicular traffic is expected; therefore, on-street parking will be sufficient. The CMU parcels may have more or less shared-use parking than a typical development. This modification clarifies the ability to use Schedule C when there may be too much or too little parking based on the intended use of the development.

Screening

Fences, walls, and screening in all residential and commercial uses shall comply with the Development Code Section 5.4.5, Fences, Walls, and Screening, except as modified herein.

Section “5.4.5.B.1 – Fences and Walls, and Screening, Height, Side and Rear” is amended to add the following:

B. Fences and Walls

1. Height

a. Front

No fence or wall located between the principal structure on a lot and the front property line shall exceed 3.5 feet in height.

b. Side and Rear

No fence or wall located between the principal structure and the rear or side property line shall exceed six feet in height, ~~additional height may be granted for retaining walls or sites with elevated foundations;~~ SEVEN FEET ADJACENT TO A COLLECTOR STREET, OR EIGHT FEET ADJACENT TO AN ARTERIAL, EXCLUDING RETAINING WALL. For commercial and industrial development adjacent to residential uses, no wall located between the principal structure and the rear or side property line shall exceed eight feet in height.

Justification for modification to **Section “5.4.5.B.1 – Fences and Walls, and Screening, Height, Side and Rear”**: Six-foot walls are sufficient adjacent to local streets, but may not be sufficient when adjacent to heavily travelled collector and arterial streets; especially atop a retaining wall. This modification increases the fence or wall height from six feet and limits fence and wall heights to seven feet or eight feet adjacent to a collector or an arterial street, respectively.

Section “5.4.5.B.2 – Articulation” is amended to add the following:

Walls and fences shall be articulated to avoid continuous, unbroken expanses. No wall or fence facing an arterial or highway may extend continuously, without articulation, for more than ~~200~~ 400 FEET, or ~~100~~ 200 FEET for walls or fences facing any other type of Public Street. Fences or walls may be articulated using any combination of the following:

- a. Changes in material or texture, including the use of view walls that allow for views into the site;
- b. Offsets (projections or recessions);
- c. Landscape pockets; or
- d. Similar features as approved.

Justification for modification to **Section “5.4.5.B.2 – Articulation:** Columns and decorative walls will be used on all walls facing arterial and collector streets. Inset Accent walls will be 20 to 30’ long and will have a contrasting texture and pattern from the theme wall. These walls will be flanked by the decorative columns on both sides. Walls facing other public streets will be separated by open spaces along curvilinear streets providing movement and undulation. Refer to **Figure 14, Conceptual Walls**, for a depiction of wall concepts for North Star Ranch.

Lighting

Street lighting shall conform to Section 5.10, Exterior Lighting of the Development Code and Section 7.2, Public Street Lights of the City of Buckeye Engineering Design Standards and Details.

SIGNAGE

Signage shall conform to Section 5.11, Signs of the Development Code, except as modified herein.

Section “5.11.8., Dimensional Standards” is amended to add the following:

E. Design

1. In order to reinforce visual continuity, all on-site signs shall incorporate design elements that are consistent with each other and with the overall architectural character of the development in terms of their materials, height, colors, and lettering style. SIGNAGE IS ALLOWED TO BE PLACED ON COMMUNITY, PARCEL, AND PARK MONUMENTATION, OUTSIDE OF VISIBILITY TRIANGLES AT DRIVEWAYS OR INTERSECTIONS, AS LONG AS THE SCALE, SIGNAGE SQUARE FOOTAGE, AND CHARACTER OF THE SIGNAGE IS GENERALLY IN CONFORMANCE WITH THAT SHOWN ON FIGURE 11A, CONCEPTUAL ENTRY APPROACH SIGNAGE, FIGURE 11B, CONCEPTUAL ENTRY MONUMENT 1, AND FIGURE 11C, CONCEPTUAL ENTRY MONUMENT 2.
2. Electrical service to signs, including raceways and transformers, shall be located to minimize their visibility. When such services are visible on street-facing façades, they shall be painted to match the color of the wall on which they are located.

Justification for modification to **Section “5.11.8.E – Signage Design”:** North Star Ranch is a master planned community. Visual continuity is an important element. These exhibits display the character planned for the overall community. The signage is consistent with Section 5.11.8.E of the Development Code.

9.0 PROJECT INFRASTRUCTURE AND PUBLIC FACILITIES

POTABLE WATER SUMMARY

North Star Ranch is located within Pressure Zone 6 and 7 of the City of Buckeye water service area. Based on the discussion with the City, several well sites were proposed within Phase 1 of the Project and they will be designed and constructed to meet the City's well sites engineering design standards, and these proposed wells along with additional future wells will supply raw water to meet the City's firm water supply requirement. As part of the Project, North Star Ranch Regional Water Campus will be constructed, and it will include the storage, pumping, and treatment necessary to meet the domestic and fire protection demands of the Project. The water campus will provide water to each pressure zone through the proposed distribution system. The water infrastructure is anticipated to be developed in phases, but will be sized for the ultimate buildout. The water infrastructure serving the Project will be owned and operated by the City of Buckeye. **Appendix D, Master Potable Water Report** provides the evaluation and framework for the current and proposed conditions of the Property. The results of the study are shown on **Figure 17, Master Potable Water Plan**.

Wastewater Summary

North Star Ranch is located within the City of Buckeye wastewater service area. The nearest infrastructure to the Project is the existing gravity collection system south of the CAP Canal and the existing Festival Ranch Water Reclamation Facility (WRF) located approximately three miles southwest of North Star Ranch. A gravity collection system will be constructed to collect the wastewater flows from the Project and will convey them to the southwest corner of the Project. From there, the preferred offsite sewer alignment is to sewer west through the adjacent parcel (Ni Property) and eventually sewer south to the WRF by gravity. If this alignment becomes infeasible, the alternative route is to sewer south to the CAP Canal where a lift station will be constructed to pump wastewater over the CAP Canal and flow southwest along the wash to the Festival Ranch WRF. The wastewater infrastructure is anticipated to be developed in phases, but will be sized for the ultimate buildout. The wastewater infrastructure serving the Project will be owned and operated by the City of Buckeye. **Appendix E, Master Wastewater Report** provides the evaluation and framework for the current and proposed conditions of the Property. The results of the study are shown on **Figure 18, Master Wastewater Plan**.

Reclaimed Water Summary

Landscape irrigation water for common areas, and parks within North Star Ranch will be supplied through reclaimed water generated by the Festival Ranch WRF and/or a homeowner's association owned irrigation well. The reclaimed water will be pumped through a pipeline from the WRF to North Star Ranch where it will be utilized for landscape irrigation, stored for future landscape irrigation, or directed to a recharge facility. The reclaimed water infrastructure is anticipated to be developed in phases, but will be sized for the ultimate buildout. **Appendix F, Master Reclaimed Water Report** provides the evaluation and framework for the current and proposed conditions of the Property. The results of the study are shown on **Figure 19, Master Reclaimed Water Plan**.

Drainage Summary

Two FEMA floodplains traverse the eastern portion of the Property. The Project proposes to channelize the flows conveyed within the water courses and route flows through the Property

to their respective historical outfalls. Flows referenced from the most recently completed Sun Valley Area Drainage Master Plan Update (ADMPU) will be utilized to size drainage infrastructure and re-delineate the floodplains. A CLOMR/ LOMR will be processed through the City of Buckeye, FCDMC, and FEMA in order to utilize the updated hydrology and hydraulics in the ADMPU in order to delineate these floodplains.

Smaller offsite flows impacting the Project will be collected and conveyed through the site via engineered drainage channels. The water surface elevation in the channels will be set to provide requisite freeboard to adjacent properties. These channels will discharge flows at their respective historical outfalls. Offsite flows approaching the Project will continue to be received either in natural washes or in improved channels, and routed to historical outfall points along the downstream limits of the property at their historical outfalls.

100-year, 2-hour storage capacity will be provided for onsite drainage areas so that peak flows and volumes will not be increased as a result of development. Retention basins will be designed so runoff is disposed of within thirty-six (36) hours either by percolation, drywells, or bleed-off connections into approved drainage ways (if deemed necessary).

Appendix B, Master Drainage Report details the drainage study providing the evaluation and framework for the current and proposed conditions of the property. The results of the study will show that stormwater will effectively drain from the property through onsite drainage corridors as shown in the Master Drainage Plan.

Roads/Traffic Summary

Primary access to the Project, on the existing roadway network, will be from Canyon Springs Boulevard and Desert Oasis Boulevard, which will ultimately connect to Happy Valley Road and Turner Parkway, respectively, from Sun Valley Parkway. Additional external access will be provided via Turner Parkway, Pinnacle Peak Road, and Happy Valley Road in the future. **Appendix C, Traffic Impact Analysis** provides the evaluation and framework for the current and proposed conditions of the Property.

Fire Service

The nearest City of Buckeye Fire Station 704 is located less than one mile south of the Project and CAP Canal at 27360 West Wagner Complex Drive in Sun City Festival. The Desert Oasis Boulevard bridge and associated access roads, which will provide secondary access to the Property, will be completed pursuant to the terms of an agreement with the City of Buckeye Fire Chief.

A new fire service facility will be constructed as part of the North Star Ranch Project. It is anticipated to be located at the Public Safety facility along 272nd Avenue southwest of Canyon Springs Boulevard or as agreed upon by the City of Buckeye Fire Chief. The fire service facility location may be relocated without a CMP Amendment.

Police Service

The nearest City of Buckeye Police Station is located approximately 19 miles south of the Project at 21699 West Yuma Road.

A new facility will be constructed as part of the North Star Ranch Project. It is anticipated to be located at the Public Safety facility along 272nd Avenue near Canyon Springs Boulevard.

10.0 GENERAL PLAN POLICIES, GOALS, AND INTENT

North Star Ranch meets the following goals and policies provided in the General Plan.

Goal G-1	To guide a pattern of land use that provides opportunities for diverse, active lifestyles, and excellent quality of life.
Policy G-1.1	Development within the Neighborhood land use designation should provide opportunities for integrated community uses that support and complement the area, such as schools, places of worship, preserved open spaces similar to parks, public safety facilities, and supportive neighborhood commercial and high-density residential uses at appropriate intensities and locations. <i>North Star Ranch is being planned as a market-relevant master-planned community that relies on distinctive planning principles as the structural backbone for the community. These planning principles include the creation of diverse, walkable neighborhoods centered around mixed-use community centers; purposeful architecture; and integrated parks and recreational amenities designed to contribute to the overall structure and social identity of the community. Residential living opportunities will be comprised of single-family and multi-family neighborhoods. North Star Ranch will offer locally oriented retail services and employment opportunities that will be designed with strong connections to the residential neighborhoods.</i>
Policy G-1.3	Residential densities greater than 4, but no more than 8 dwelling units per acre may be permitted in the Neighborhood land use designation but should only be designed to take primary access from a major collector or higher street classification. <i>The Neighborhood Residential land use is planned to have multifamily communities ranging from 7 acres to 30 acres. The types of multifamily include apartments and single-family for rent products. These uses must front arterial or collector streets within the Neighborhood Residential land use.</i>
Policy G-1.5	Land use density and intensity should correspond to existing and / or planned infrastructure capacity and natural resource capacity. <i>North Star Ranch's CMU Land Use areas are intended to serve the needs of, primarily, North Star Ranch residents and are concentrated in higher intensity areas with multi-modal transportation corridors such as the intersections of Turner Parkway and Desert Oasis Boulevard, Turner</i>

	<i>Parkway and Pinnacle Peak Road, and Canyon Springs Boulevard and Pinnacle Peak Road.</i>
Policy G-1.6	The City of Buckeye will work with Maricopa County and adjacent cities to encourage land uses that are compatible with Buckeye's Future Open Space and Trails (Figure 4-1) and Parks and Recreation Master Plan (2016). <i>Thoughtfully planned open space, with a hierarchy of parks, all connected through a comprehensive trail system establishes the foundational social and lifestyle framework within the Community. A continuation of the Maricopa County Regional Trail system and the planned City of Buckeye trail system will continue through North Star Ranch along the Central Arizona Project canal, APS easements, the east and west sides of Wagner Wash, and two man-made corridors.</i>
Policy G-1.8	The City of Buckeye will encourage commerce and business employment centers that respond to the City's economic needs and that correspond with Buckeye's targeted economic sectors. <i>North Star Ranch is a well-rounded, sustainable community with appropriately sized commercial, retail and employment centers that provide for the needs of North Star Ranch residents, and offer opportunities to serve the larger North Buckeye area. The commercial, retail and employment centers are ideally situated along Turner Parkway.</i>
Goal G-3	<i>Non-residential development is considerate of existing and future adjacent residential land uses.</i>
Policy G-3.1	Commercial development within Rural and Neighborhood areas should provide appropriate site design, buffers, and / or setbacks when adjacent to existing or future single-family residential uses. <i>Commercial development requires minimum setbacks of 30 feet to all planned residential uses within and adjacent to North Star Ranch.</i>
Policy G-3.4	Within Neighborhood designated areas, commercial development should only take access from a major collector or higher street class. <i>The Neighborhood Residential Land Use designation provides for a full range of housing opportunities to be developed within the residential neighborhoods and also permits complementary non-residential land uses such as small-scale neighborhood commercial, office, and</i>

	<i>educational institutions. These uses are limited to 8 acres and must front arterial or collector streets.</i>
Goal G-4	Mixed-use land patterns are developed in appropriate areas throughout the community.
Policy G-4.1	The City of Buckeye will encourage a diverse mix of uses appropriate to support an area, such as in Activity Centers and Neighborhood areas to encourage residents to lead an active lifestyle. <i>The Community Mixed-Use Land Use designation provides opportunities for vertical and horizontal mixed-use developments that may include non-residential uses such as retail, commercial, offices, entertainment, hospitality, and medical (among others) alongside residential uses such as multifamily or various types of single-family developments. These uses will be physically and visually integrated with residential portions of the Community.</i>
Goal G-15	Buckeye is a thriving city that is an attractive destination for new growth.
Policy G-15.1	The City of Buckeye should only prioritize growth in areas with existing infrastructure or areas where infrastructure can be expanded in a fiscally sound manner. <i>A portion of Turner Parkway will be constructed and extended as part of the development.</i>
Goal G-17	Buckeye has a diverse stock of housing types, styles, and options for all incomes.
Policy G-17.1	The City of Buckeye should encourage a variety of housing types that meet the demands and needs of existing and future residents. <i>The Neighborhood Residential Land Use designation provides for a full range of housing opportunities to be developed within the residential neighborhoods of North Star Ranch. Allowed product types may include traditional single-family detached, single-family attached, townhomes or duplexes, cluster product, and multifamily uses such as apartments, condominiums, and single-family for rent products.</i>
Policy G-17.2	The City of Buckeye should promote diversity in size, design, and densities in new residential developments. <i>The overall residential density for North Star Ranch is capped at a maximum of 3.4 dwelling units per acre (du/ac). The target density within individual CMP parcels range from 3.0 to 7.0. CMP Sub-parcels may vary within each CMP parcel. A target density of 7 du/ac for each CMU Parcel</i>

	<i>is a benchmark. An individual residential project within a CMU Parcel may exceed 7 du/ac provided that: 1) the density of a single residential development project does not exceed 30 du/ac, 2) the maximum number of units as provided in Table 1 for an individual CMU Parcel is not exceeded, 3) the total number of residential units in all CMU parcels does not exceed 1,400 dwelling units and 4) the total number of dwelling units within North Star Ranch does not exceed 9,668 dwelling units.</i>
Policy G-17.3	The City of Buckeye should support housing areas that allow homeowners to move up in home size, quality, and price as well as provide for homeowners looking to downsize in size and price. <i>The residential neighborhoods will include a multitude of housing options, providing the ability to serve the entire spectrum of resident demographics including young families or couples looking for a modestly priced neighborhood, opportunities to scale-up to a larger home in an upscale area, lower maintenance lifestyle options such as a patio home or townhome and rental opportunities that may include traditional apartments or build to rent neighborhoods.</i>
Policy G-17.4	The City of Buckeye should encourage mixed-use residential/commercial projects to include live-work and work-live units where housing and offices or other commercial uses are compatible. <i>The Community Mixed-Use Land Use designation provides opportunities for vertical and horizontal mixed-use developments that may include non-residential uses such as retail, commercial, offices, entertainment, hospitality, and medical (among others) alongside residential uses such as multifamily or various types of single-family developments.</i>
Policy G-17.5	The City of Buckeye should evaluate the provision of incentives to encourage the development of diverse housing types, such as affordable workforce housing. <i>The North Star Ranch CMP provides a full range of housing opportunities to accommodate consumer preference, ever-changing lifestyles, and market parameters. This range includes a variety of lot sizes to respond to differing income levels, family types, and lifestyles.</i>
Goal G-19	Buckeye has attractive, high quality, and healthy neighborhoods.
Policy G-19.2	The City of Buckeye should promote the development of active communities that are designed to promote pedestrian and bike usage

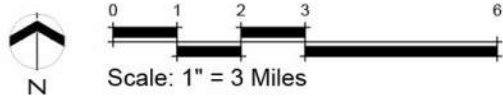
	and provide equitable and convenient access to parks, schools, recreation facilities, other public facilities, and shopping areas that are interconnected by trails. <i>North Star Ranch has an unparalleled private park, recreation system, and a strong pedestrian connectivity system that maximizes mobility and provides linkages to parks, open spaces, community and commercial centers within walking distance of neighborhoods and community cores.</i>
Policy G-19.4	The City of Buckeye should require that new residential development be interconnected with nearby and adjacent developments. <i>North Star Ranch will be connected to nearby and adjacent developments. Canyon Springs and Desert Oasis Boulevards connect to the south; Turner Parkway, Pinnacle Peak Road, and a collector street connect to the west; Turner Parkway and Canyon Springs Boulevard provide access to the north; and Happy Valley Road and Pinnacle Peak Road connect to the east. Multiple trails are directly connected to and from areas north, east, south of the project and indirectly connected to the west.</i>

FIGURES

NORTH STAR RANCH
BUCKEYE, ARIZONA
COMMUNITY MASTER PLAN

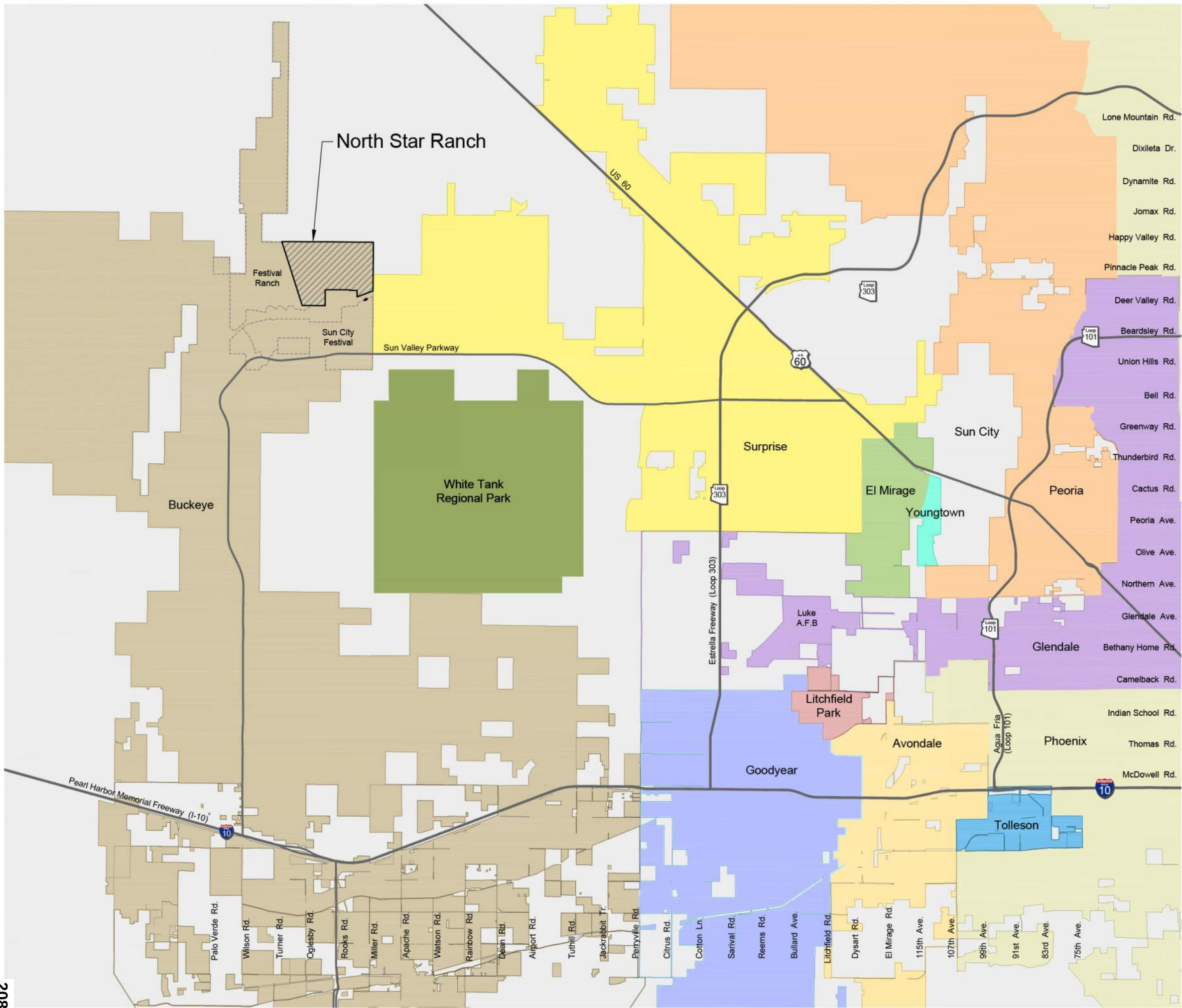
Regional Context Map

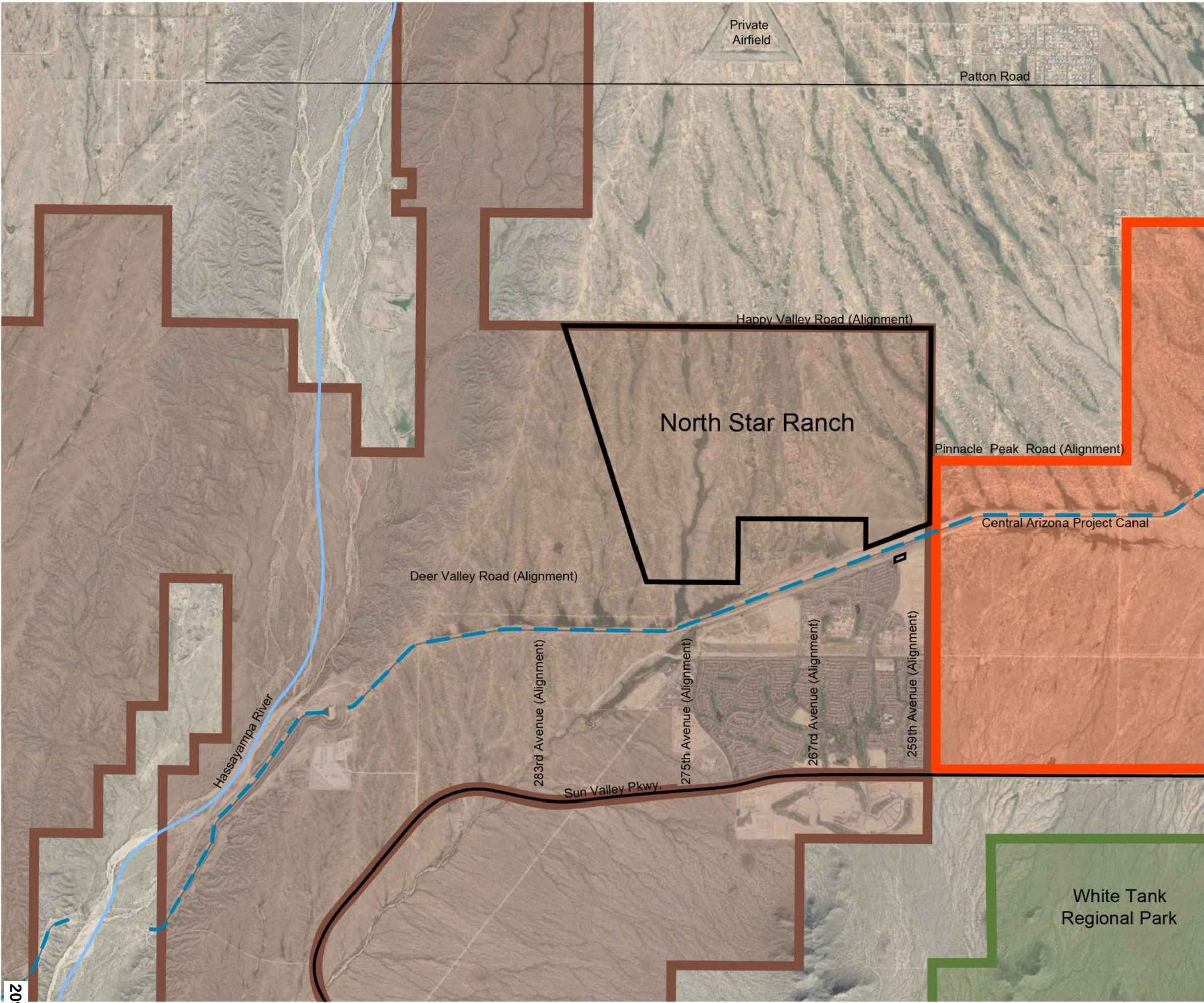
Figure 1



Legend

	Existing Freeways
	Project Site/Boundary
	Avondale
	Buckeye
	El Mirage
	Glendale
	Goodyear
	Litchfield Park
	Peoria
	Phoenix
	Surprise
	Tolleson
	White Tank Regional Park
	Youngtown
	Unincorporated Maricopa County





NORTH STAR RANCH
BUCKEYE, ARIZONA
COMMUNITY MASTER PLAN

Vicinity and Aerial Map

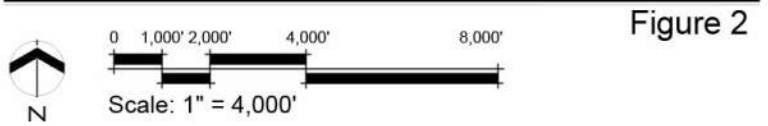
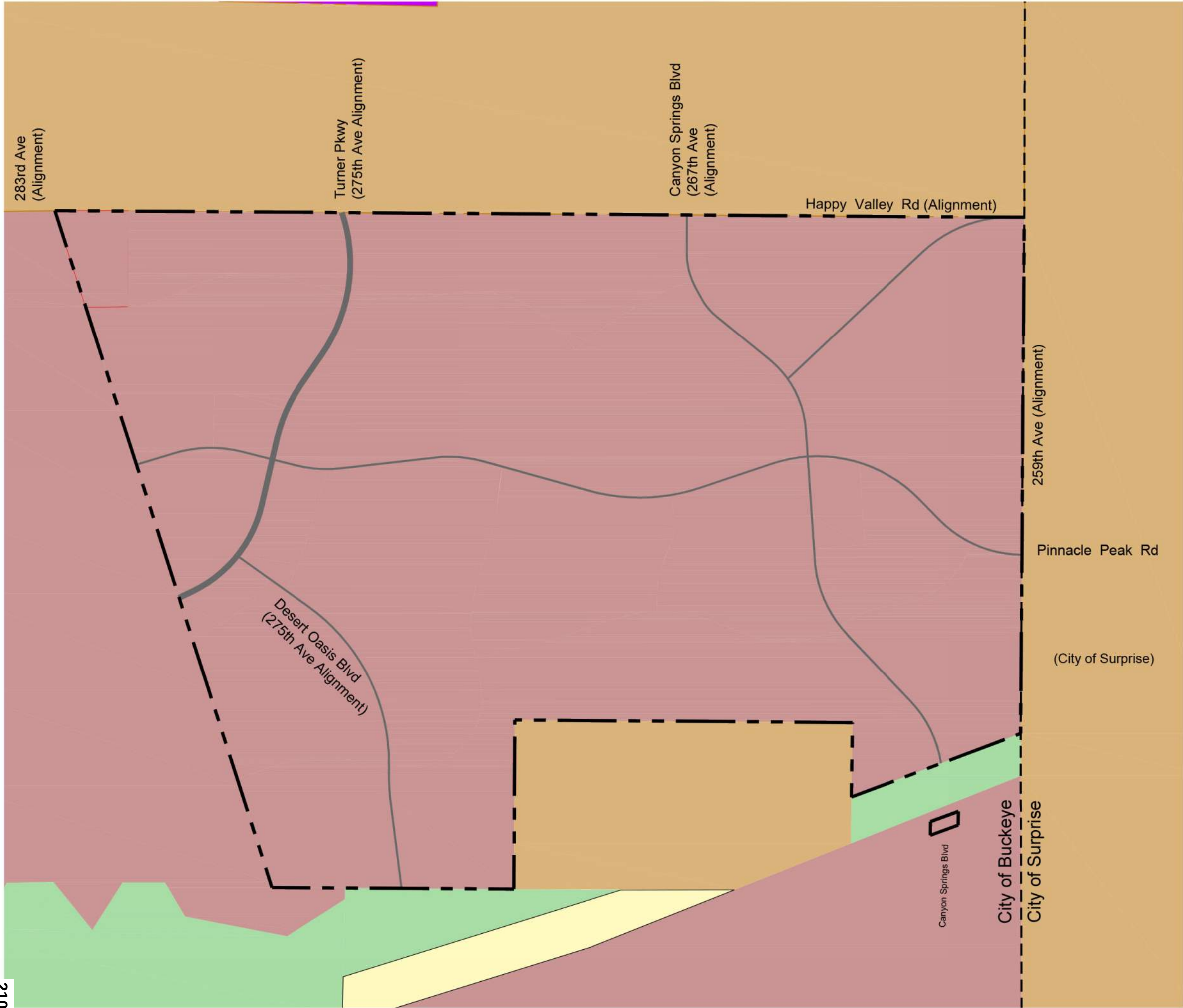


Figure 2

Legend

-  Project Boundary
-  City of Buckeye Boundary
-  City of Surprise Boundary
-  White Tank Regional Park Boundary
-  Central Arizona Project Canal
-  Hassayampa River



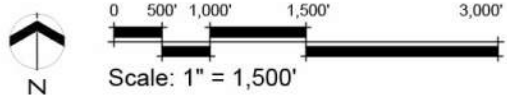
NORTH STAR RANCH

BUCKEYE, ARIZONA

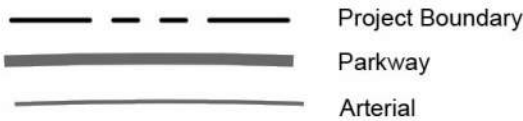
COMMUNITY MASTER PLAN

General Plan Land Uses

Figure 3



Legend



Buckeye Land Use Categories:



Surprise Land Use Categories:



NORTH STAR RANCH

BUCKEYE, ARIZONA

COMMUNITY MASTER PLAN

Existing Zoning Districts



Legend

- Project Site

Project Boundary

Municipal Planning Boundary

CAP Canal
- City of Buckeye

Planned Community District (PC)

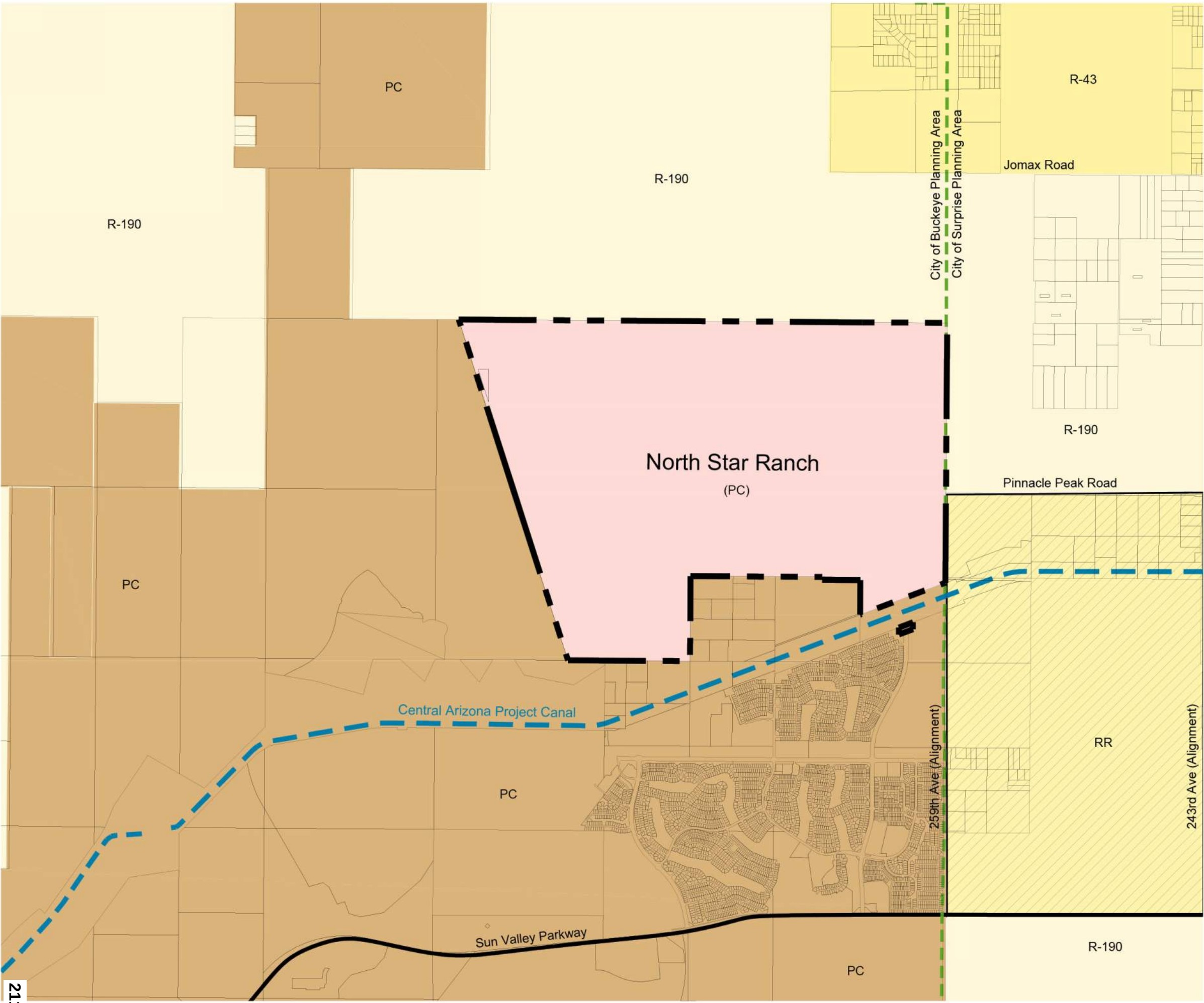
City of Surprise

Rural Residential (RR)

Maricopa County

Rural Residential (R-43)

Rural Residential (R-190)



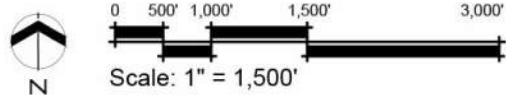
NORTH STAR RANCH

BUCKEYE, ARIZONA

COMMUNITY MASTER PLAN

Current Land Use Map

Figure 5



Legend

- Project Boundary
- Parcel Boundary
- Transmission Line Easement
- Central Arizona Project Canal
- Proposed Jurisdictional Wash
- Proposed Jurisdictional Wash (Delineation by Others)

Land Use Categories:

- Low Density Residential
- Medium Density Residential
- Commerce Park
- Public School
- Public Use
- Park

Notes

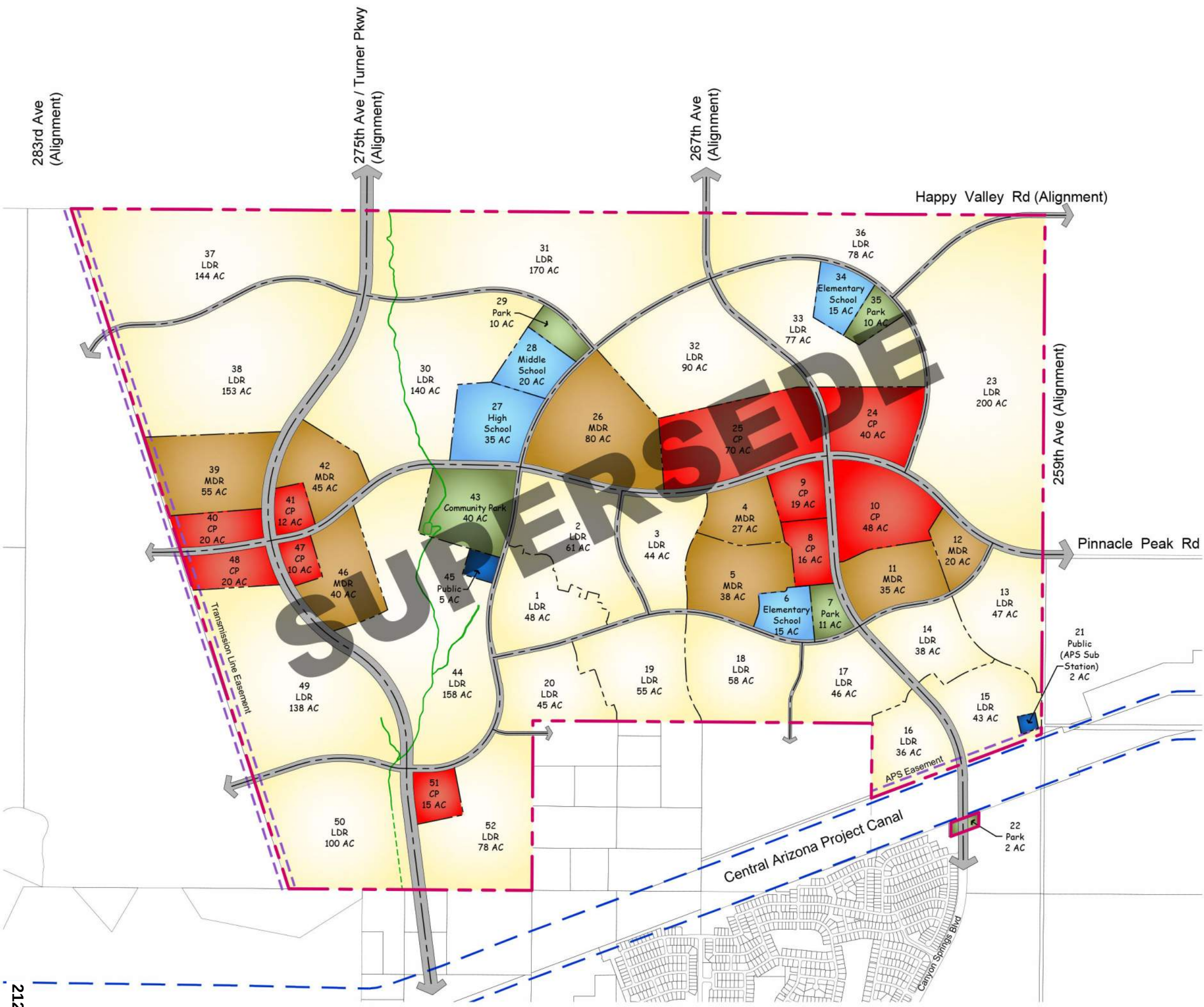
1. Parcels and roadway circulation are conceptual and subject to change through the development process.
2. Acreages are estimates and subject to change through the design and development process



HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535
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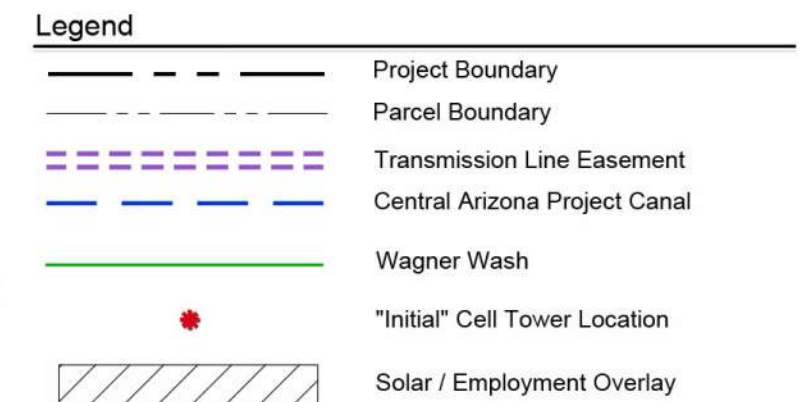
PROJECT MANAGER:
T. BONAR, AICP
PROJECT NUMBER: 1048
MARCH 2022

U:\1000\1048\1048_06 - LKY Development\PLANNING\ENTITLEMENT\CMPS 33rd Submittal (11th)\FIGURES\1048-Figure-5-Current CMP Land Use.dwg 3/3/2022 9:25:01 AM



BUCKEYE, ARIZONA

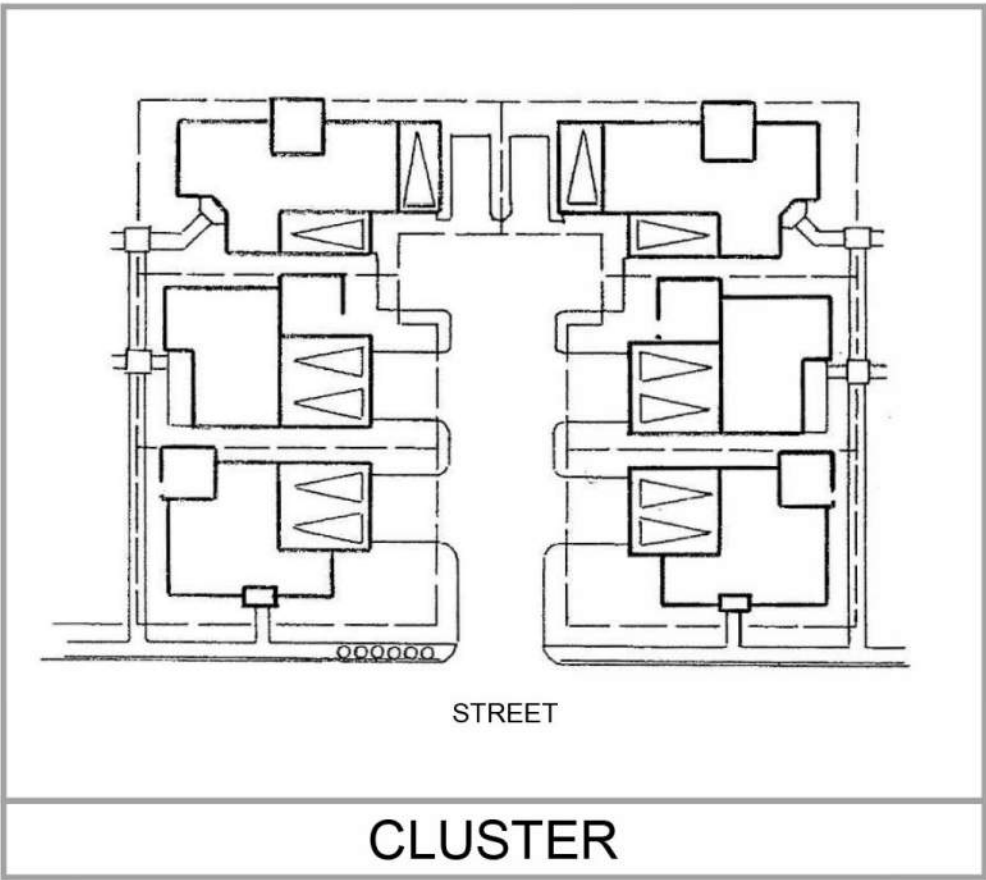
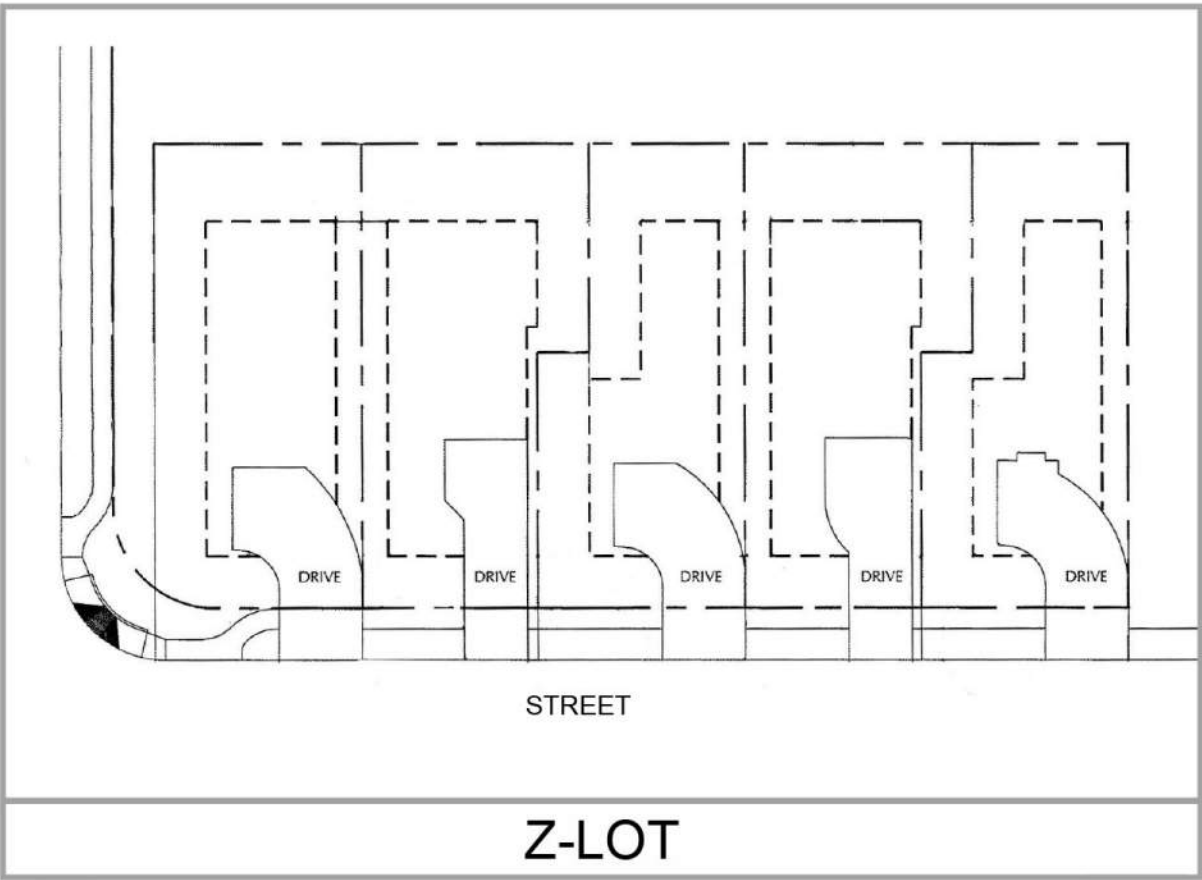
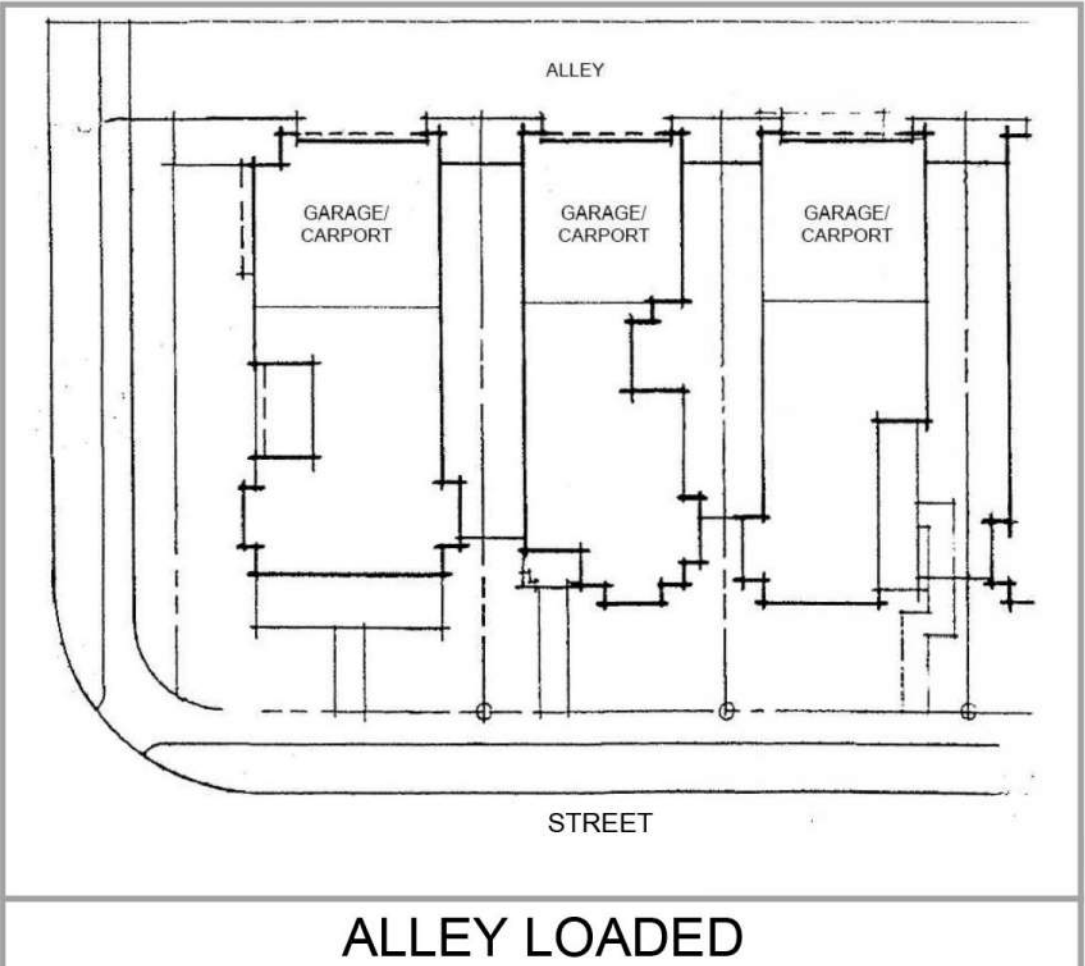
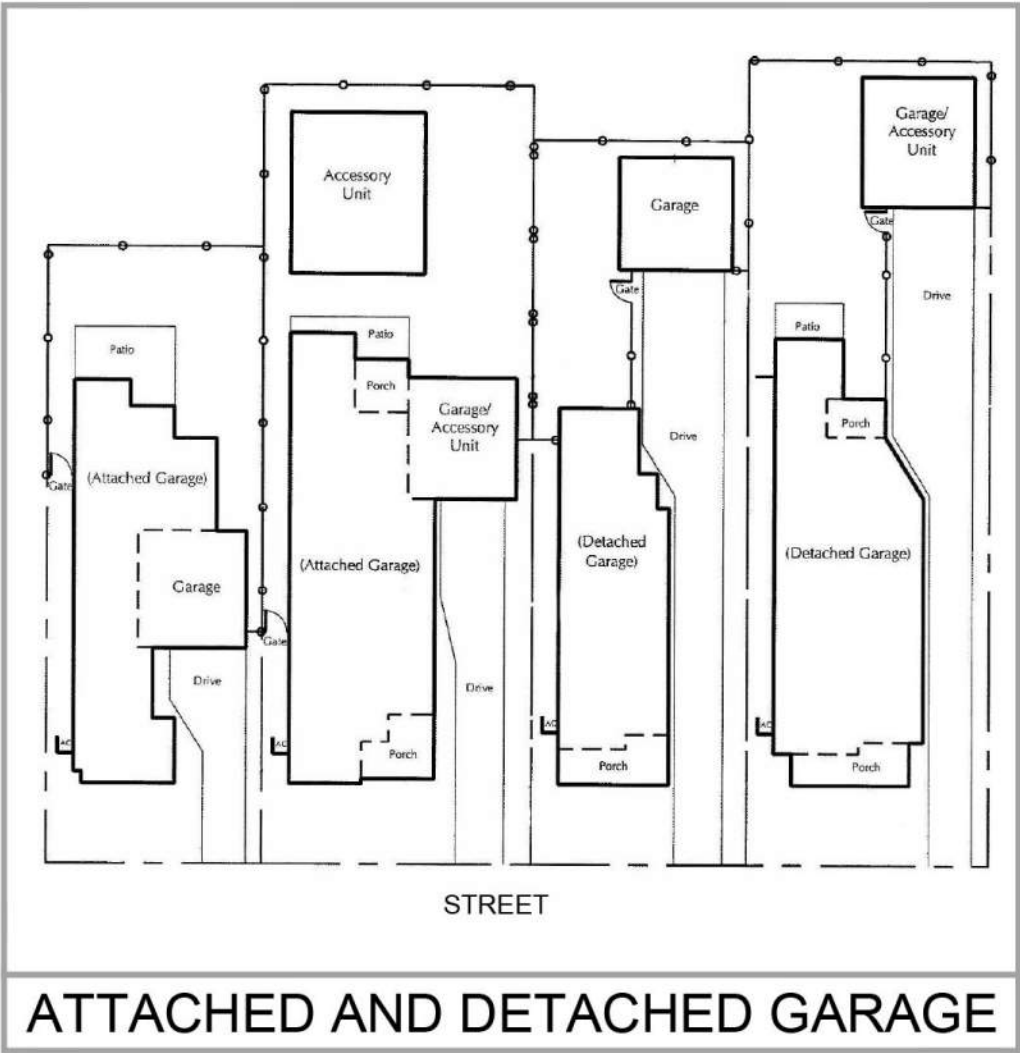
Proposed Land Use Master Map



NR	Neighborhood Residential
CMU	Community Mixed Use
LI	Light Industrial
PF	Public Facility
PARK	Largest Park
	Neighborhood Park (7-10 acres)
	Elementary School
	Public Safety

Representative Examples of
Non-Traditional Small Lots

Figure 7





LEGEND

- 1 RETENTION BASIN
- 2 SKILLS FIELD
- 3 PLAY STRUCTURE
- 4 GAME LAWN
- 5 RAMADA
- 6 SEATING AREA
- 7 BASKETBALL COURT
- 8 BOSQUE
- 9 DETACHED CONCRETE SIDEWALK

FIGURE 9A



- LEGEND**
- ① EVENT LAWN
 - ② OUTDOOR DINING
 - ③ SHADE STRUCTURE
 - ④ GAME LAWN
 - ⑤ RETENTION BASIN
 - ⑥ SEATING AREA
 - ⑦ GAME TABLES
 - ⑧ FIRE PIT
 - ⑨ COMMUNITY TRAIL
 - ⑩ DETACHED CONCRETE SIDEWALK

FIGURE 9B



- KEYNOTE LEGEND**
- 1 LANDSCAPE AREA
 - 2 RETENTION BASIN
 - 3 BASKETBALL COURTS
 - 4 48 CAR PARKING LOT
 - 5 SHADE RAMADA
 - 6 RESTROOM FACILITY
 - 7 SHADE TRELLIS
 - 8 BOCCE BALL COURT
 - 9 BAG TOSS HORSESHOE PITS
 - 10 RADIUS SHADE TRELLIS
 - 11 PLAY STRUCTURE (5-12) COVERED WITH CANVAS SHADE STRUCTURE
 - 12 HILL SIDE SLIDE
 - 13 GRANULAR ADVENTURE TRAIL
 - 14 ACTIVE TURF - MULTI USE FIELD

FIGURE 9C

NORTH STAR RANCH
Conceptual 10 Acre Park

Plan Scale 1:40 Date:12-21-2021

ABLASTUDIO.COM





PROPOSED AMENITIES:

- LITTLE LEAGUE BALL FIELDS
- HIGH SCHOOL SOFTBALL FIELD
- SPORT COURTS
- VOLLEY BALL COURTS
- BAG TOSS COURT
- 20 X 20 SHADE RAMADA
- 30 X 60 GROUP RAMADA
- RESTROOM FACILITIES
- 2-5 YEAR OLD TOT LOT
- 5-12 YEAR OLD TOT LOT
- MULTI-USE TURF ACTIVITY AREAS
- ADVENTURE TRAIL
- MULTI-USE TRAIL
- BIKE COURSE
- EXERCISE FITNESS STATIONS
- DOG PARK
- BENCHES
- TABLES
- DOGGIE STATIONS
- TRASH RECEPTACLES
- OUTDOOR DINING/BBQ
- PARKING

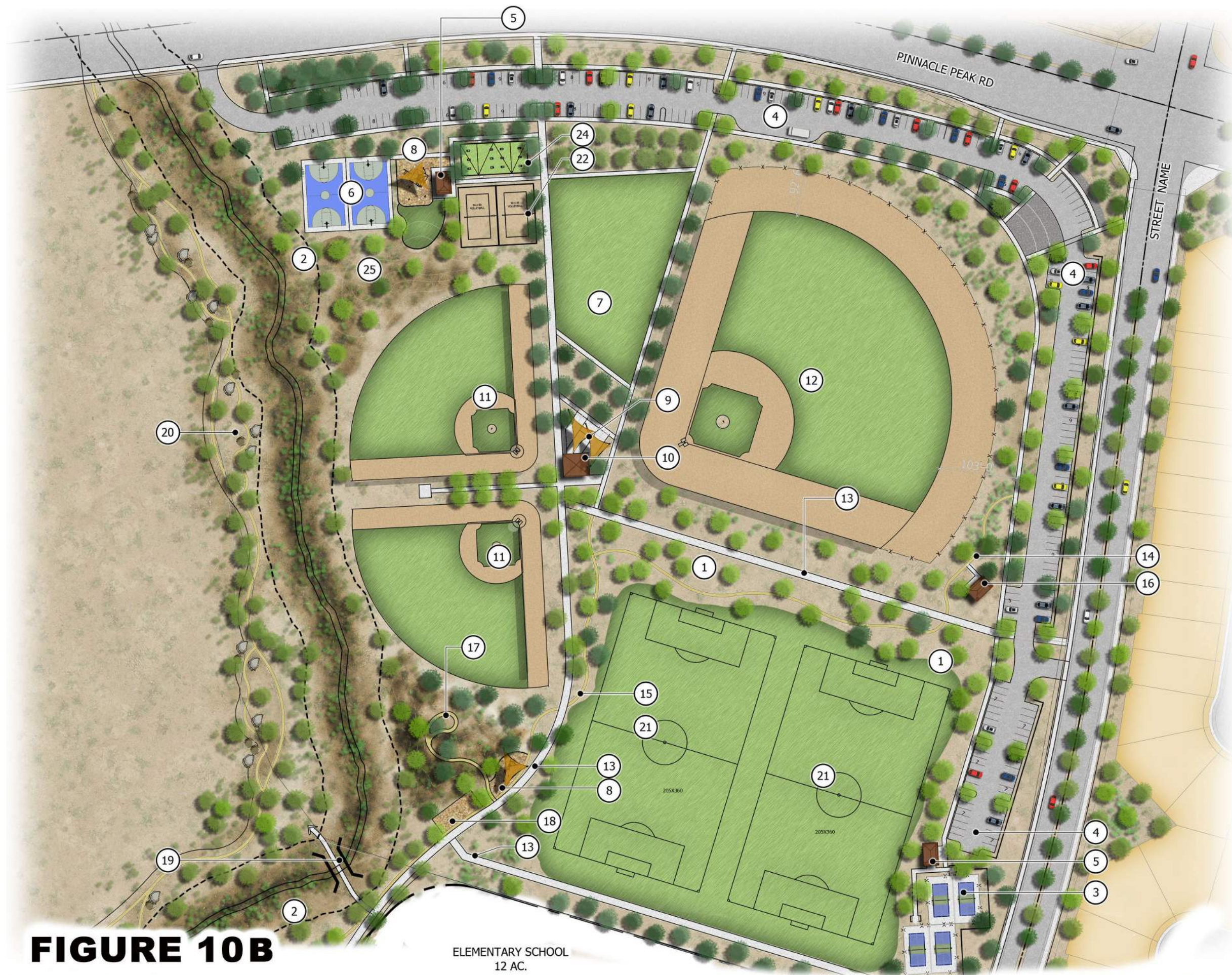
FIGURE 10A

North Star Ranch
Conceptual Largest Park - Overall

Plan Scale 1:400' Date: 03-01-2022

ABLASTUDIO.COM





- ### KEYNOTE LEGEND
- 1 LANDSCAPE AREA
 - 2 WASH BOUNDARY
 - 3 PICKLEBALL COURTS
 - 4 234 SPACE PARKING LOT
 - 5 20X30 SHADE RAMADA
 - 6 BASKETBALL COURTS
 - 7 ACTIVE TURF AREA
 - 8 5-12 & 2-5 TOT LOT
 - 9 OUTDOOR SEATING AND DINING AREA UNDER SHADE SAILS
 - 10 RESTROOM FACILITY
 - 11 (2) TWO LITTLE LEAGUE FIELD
 - 12 (1) ONE BASEBALL FIELD
 - 13 COMMUNITY TRAIL (10' CONCRETE SECONDARY TRAIL)
 - 14 ADVENTURE TRAIL (4' WIDE COMPACTED DG)
 - 15 SOFT TRAIL (4' WIDE COMPACTED DG)
 - 16 TRAIL HEAD SHADE STRUCTURE
 - 17 OVERLOOK HILL WITH ADVENTURE TRAIL AND EARTHEN MOUNDING
 - 18 ACTIVITY FITNESS NODE
 - 19 PEDESTRIAN BRIDGE ACROSS WASH
 - 20 BIKE TRAIL WITH PULL OFF AREAS OFFERING MORE AGGRESSIVE TERRAIN
 - 21 (2) SOCCER FIELDS
 - 22 (2) SAND VOLLEYBALL COURTS
 - 23 PROPOSED WASH LIMITS
 - 24 BAG TOSS COURTS WITH OVERHEAD MARKET LIGHTS
 - 25 EARTHEN MOUNDING



KEY MAP NOT TO SCALE

NORTH STAR RANCH

Conceptual Largest Park - 1

Plan Scale 1:60 Date:12-07-2021

ABLASTUDIO.COM



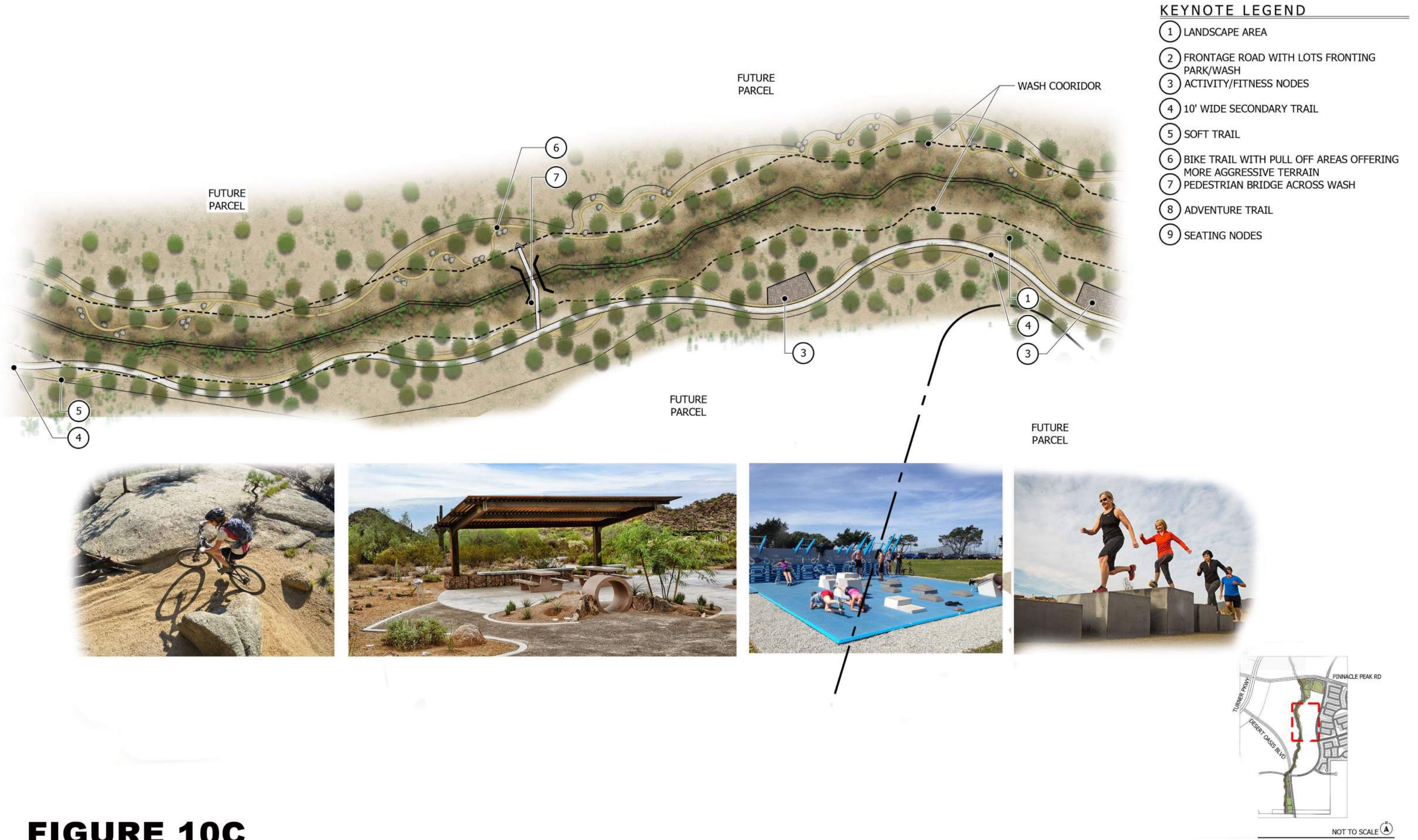


FIGURE 10C

NORTH STAR RANCH

Conceptual Largest Park - 2

Plan Scale 1:60' Date:12-07-2021

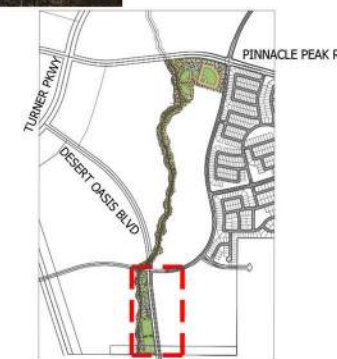
ABLASTUDIO.COM





KEYNOTE LEGEND

- ① LANDSCAPE AREA
- ② DETACHED 8' WIDE SIDEWALK
- ③ (2) 225 X 365 SOCCER FIELDS
- ④ 111 PARKING SPACE LOT WITH DROP OFF
- ⑤ 20X30 SHADE RAMADA/TRAIL HEAD
- ⑥ DOUBLE PEN DOG PARK WITH CURVED SHADE STRUCTURE
- ⑦ ACTIVITY/FITNESS NODE
- ⑧ PEDESTRIAN BRIDGE ACROSS WASH
- ⑨ SECONDARY TRAIL WITH CONNECTIONS THROUGH THE COMMUNITY
- ⑩ SOFT TRAIL
- ⑪ MIKE TRAIL WITH PULL OFF AREAS OFFERING MORE AGGRESSIVE TERRAIN
- ⑫ PEDESTRIAN UNDERPASS



KEY MAP

NOT TO SCALE

FIGURE 10D

NORTH STAR RANCH

Conceptual Largest Park - 3

Plan Scale 1:60 Date: 12-07-2021

ABLASTUDIO.COM



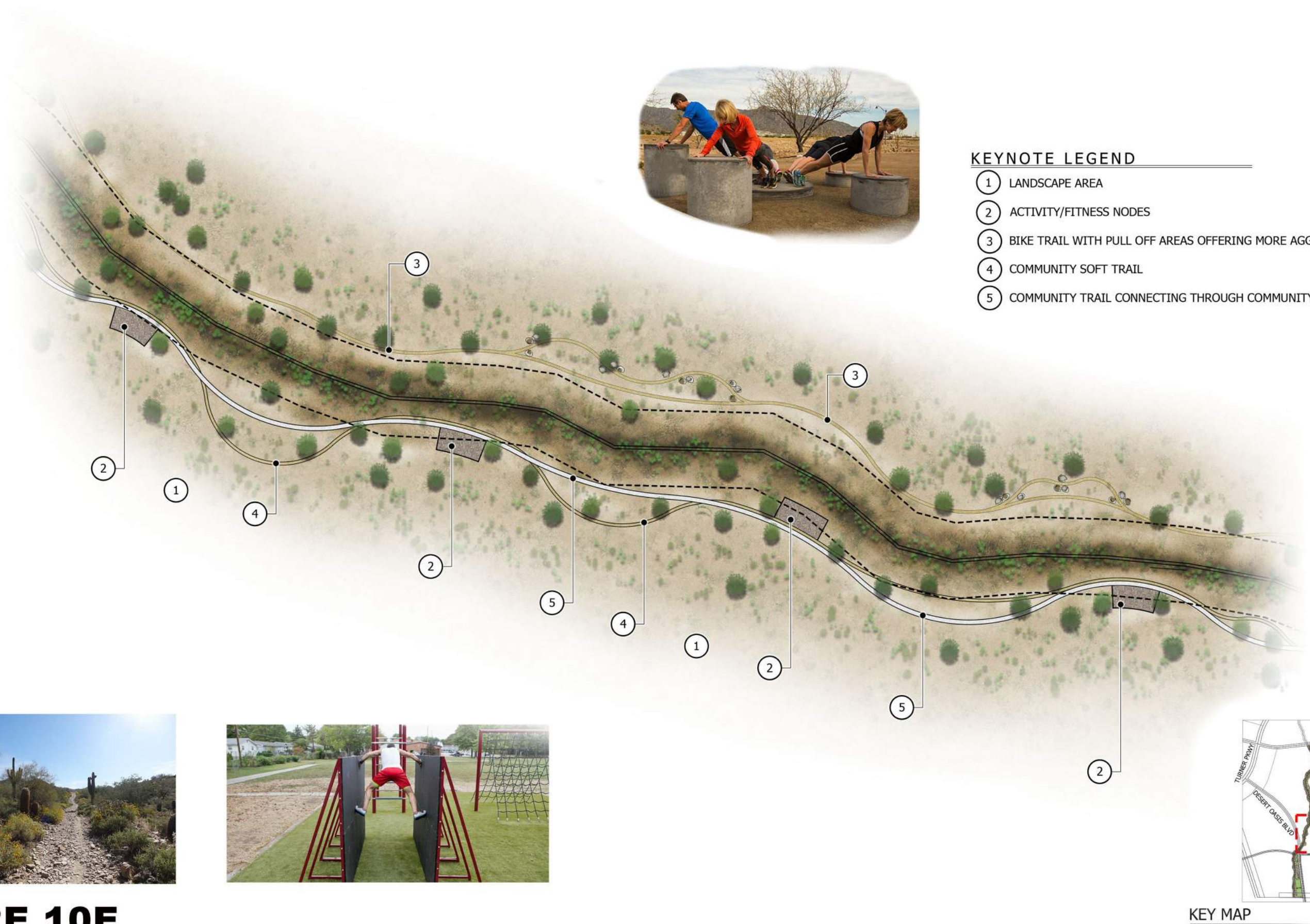


FIGURE 10E

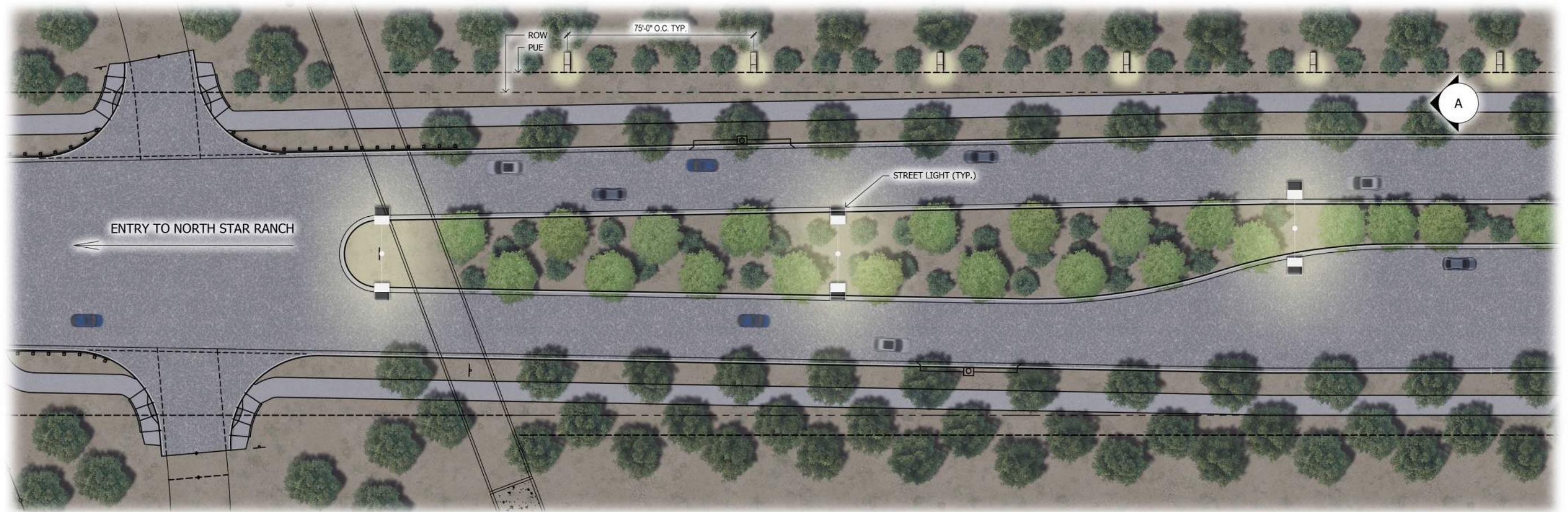
NORTH STAR RANCH

Conceptual Largest Park - 4

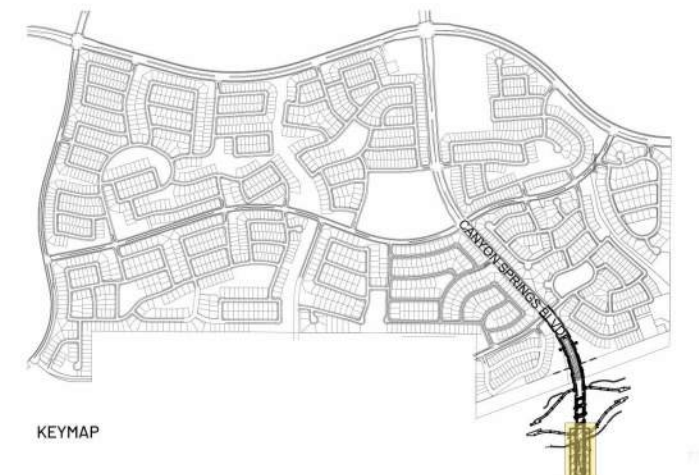
Plan Scale 1:60 Date:12-07-2021

ABLASTUDIO.COM



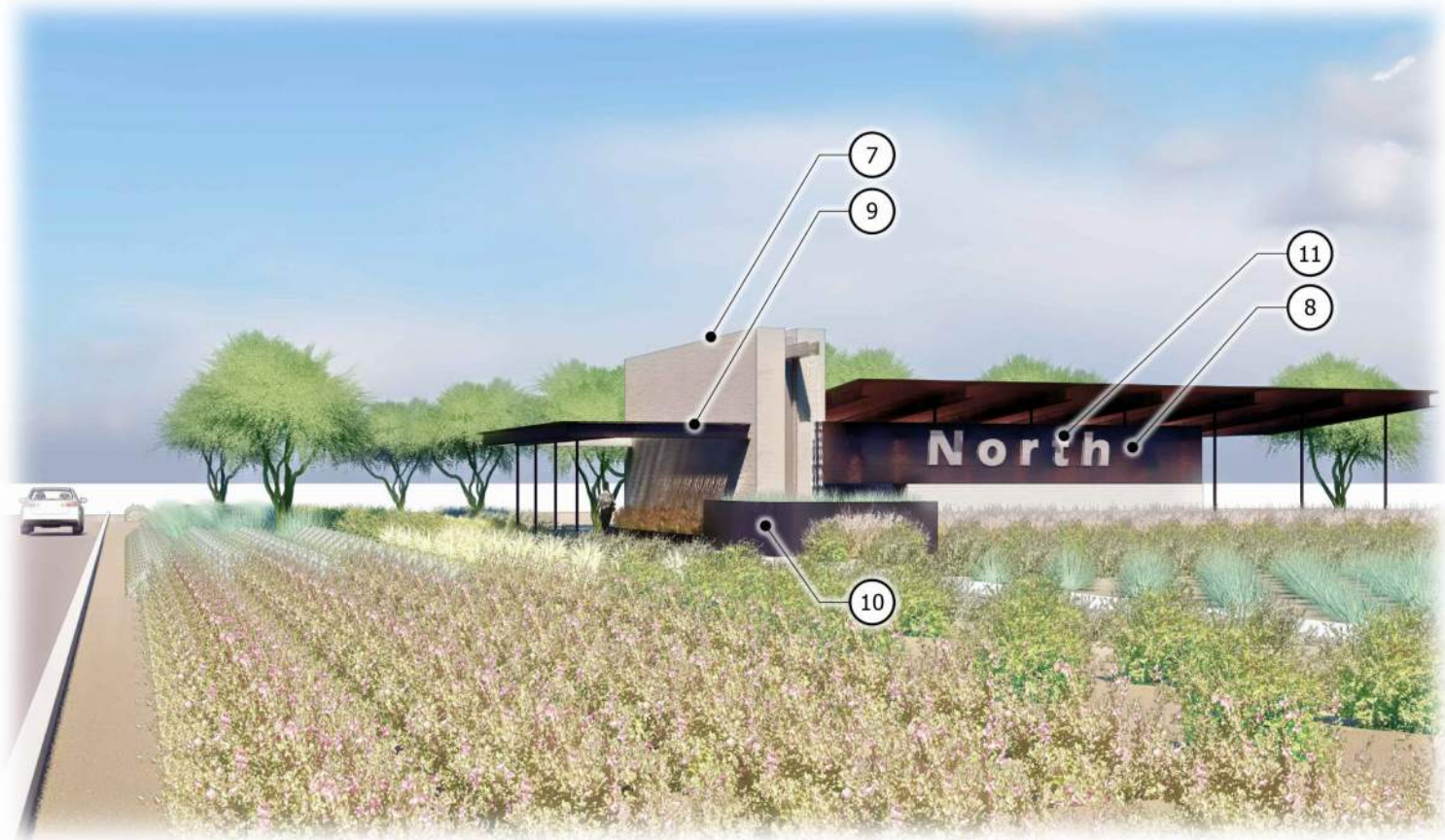


CANYON SPRINGS BLVD



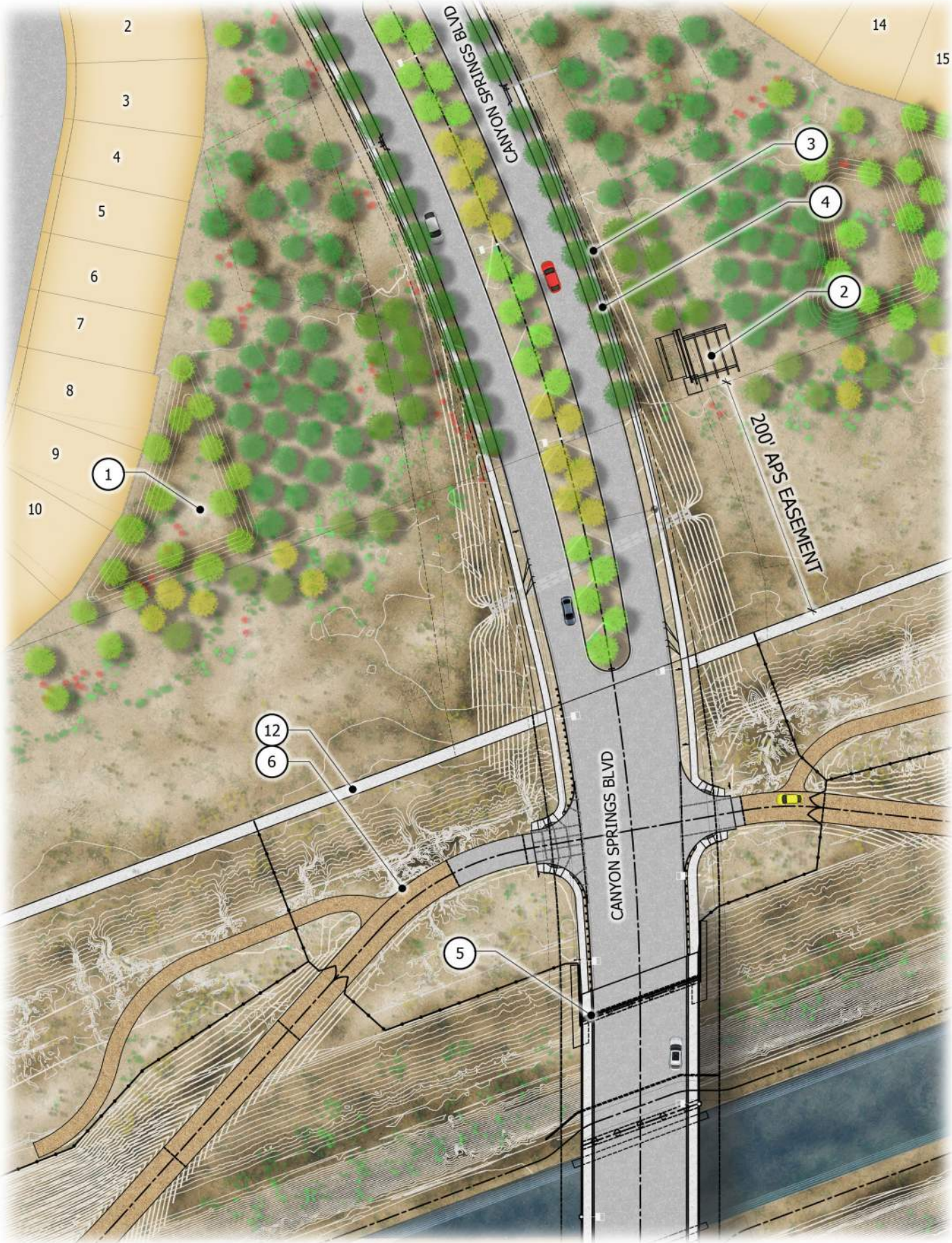
DESIGN INTENT LASER CUT LIGHT BOX

FIGURE 11A



KEYNOTE LEGEND

- ① RETENTION BASIN
- ② ENTRY MONUMENT
- ③ PUE
- ④ ROW
- ⑤ CAP BRIDGE
- ⑥ MAINTENANCE ROAD
- ⑦ STONE VENEER WALL WITH WATER FEATURE
- ⑧ BOARD FORM CONCRETE
- ⑨ SHADED WALKWAY
- ⑩ COLD ROLLED METAL PLANTER
- ⑪ SIGN LETTERING
- ⑫ 10' CONCRETE PATH



PLAN VIEW:

FIGURE 11B

NORTH STAR RANCH
Conceptual Entry Monument - 1

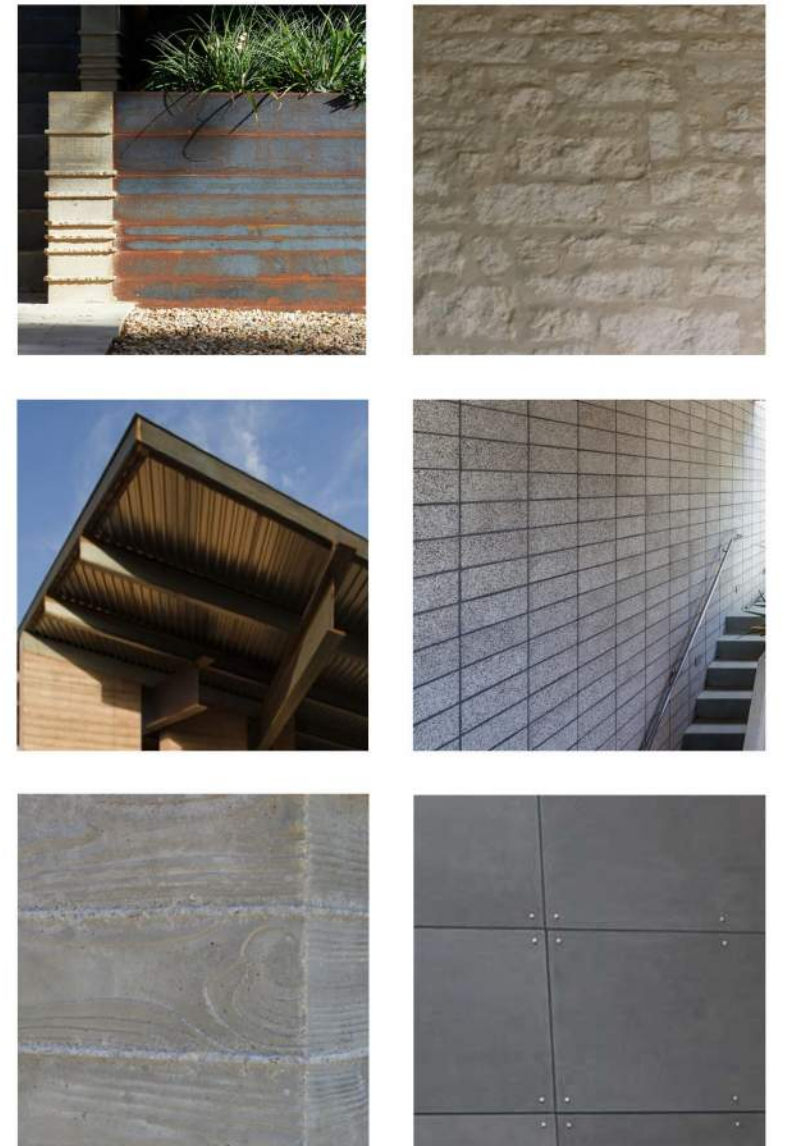
Plan Scale 1:50 Date:02-28-2022

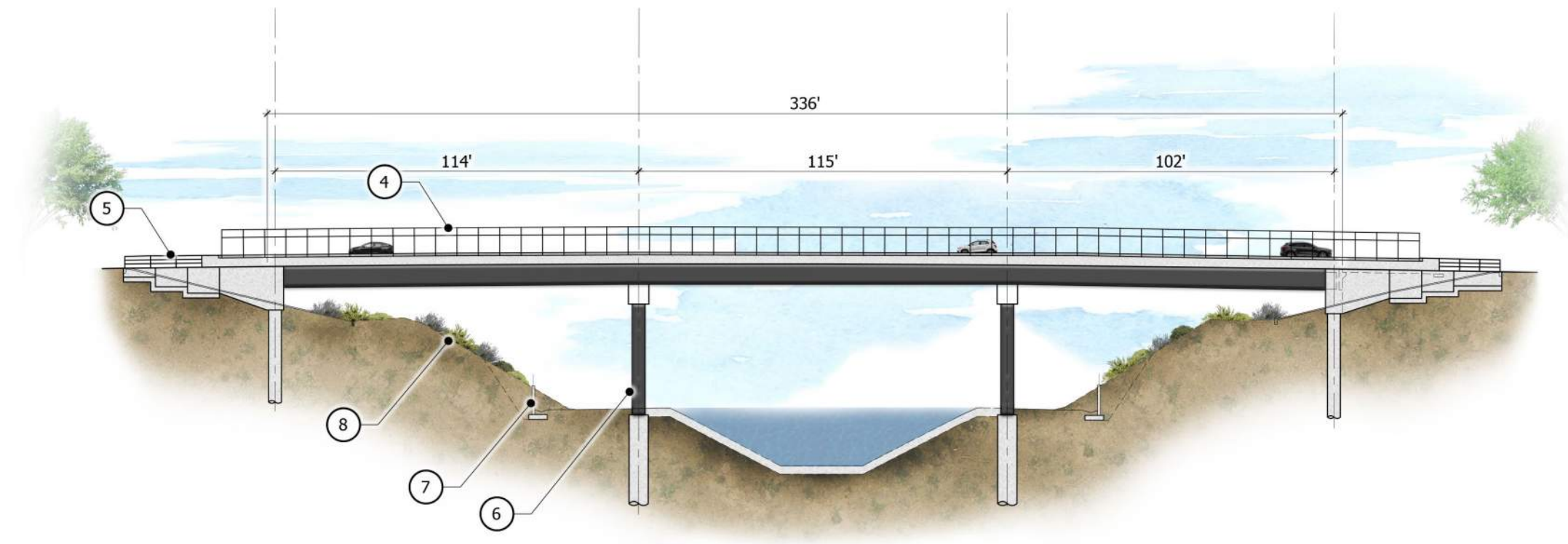
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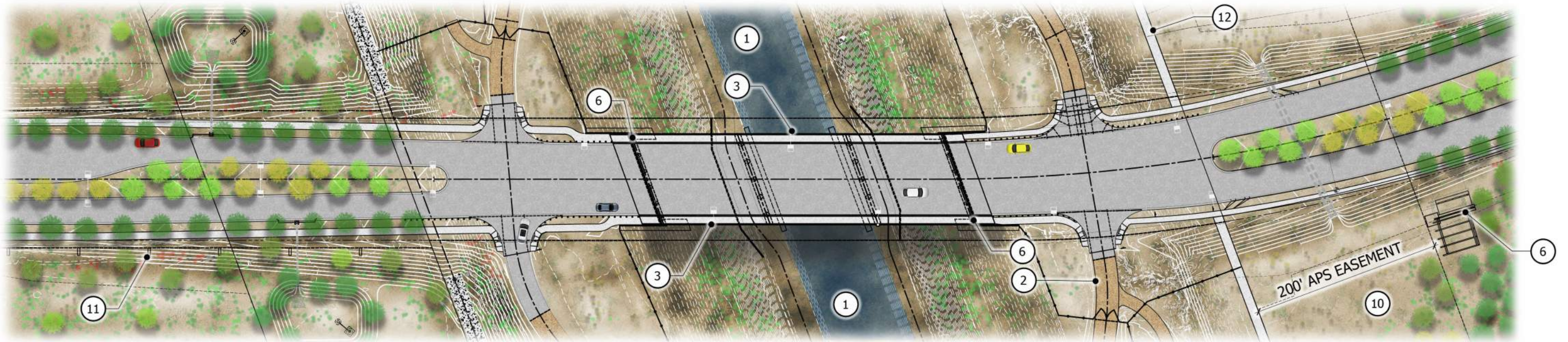
FIGURE 11C





KEYNOTE LEGEND

- ① CAP CANAL
- ② MAINTENANCE ROAD
- ③ STREET LIGHT
- ④ PEDESTRIAN FENCE
- ⑤ SAFETY RAIL
- ⑥ COLUMNS
- ⑦ RETAINING WALL
- ⑧ EXISTING GRADE
- ⑨ ENTRY MONUMENT
- ⑩ APS EASEMENT
- ⑪ ENTRY MILE MARKER FEATURE
- ⑫ 10' CONCRETE PATH



PLAN VIEW:

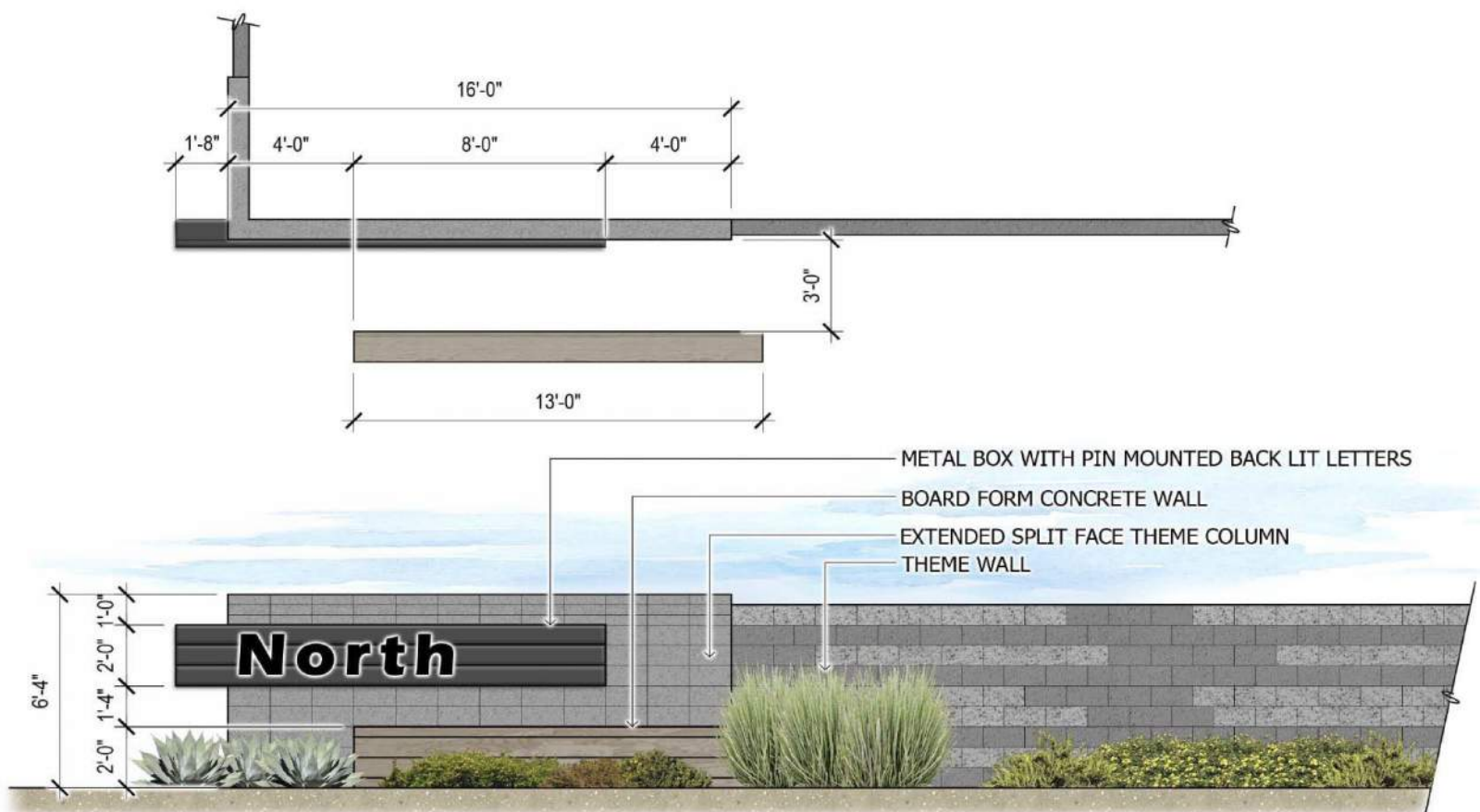
FIGURE 12

NORTH STAR RANCH
Conceptual Bridge at CAP Canal

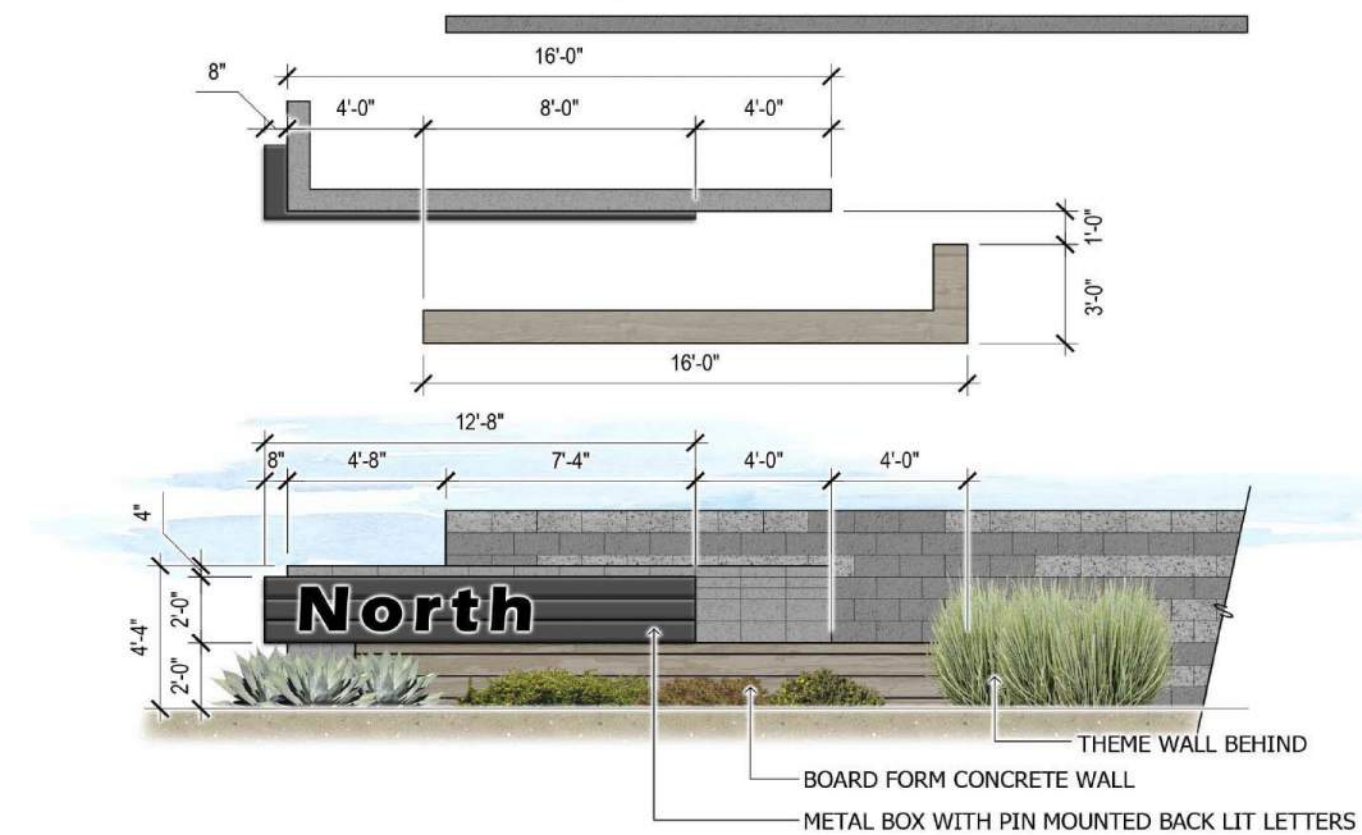
Plan Scale 1:50 Date:02-28-2022

ABLASTUDIO.COM

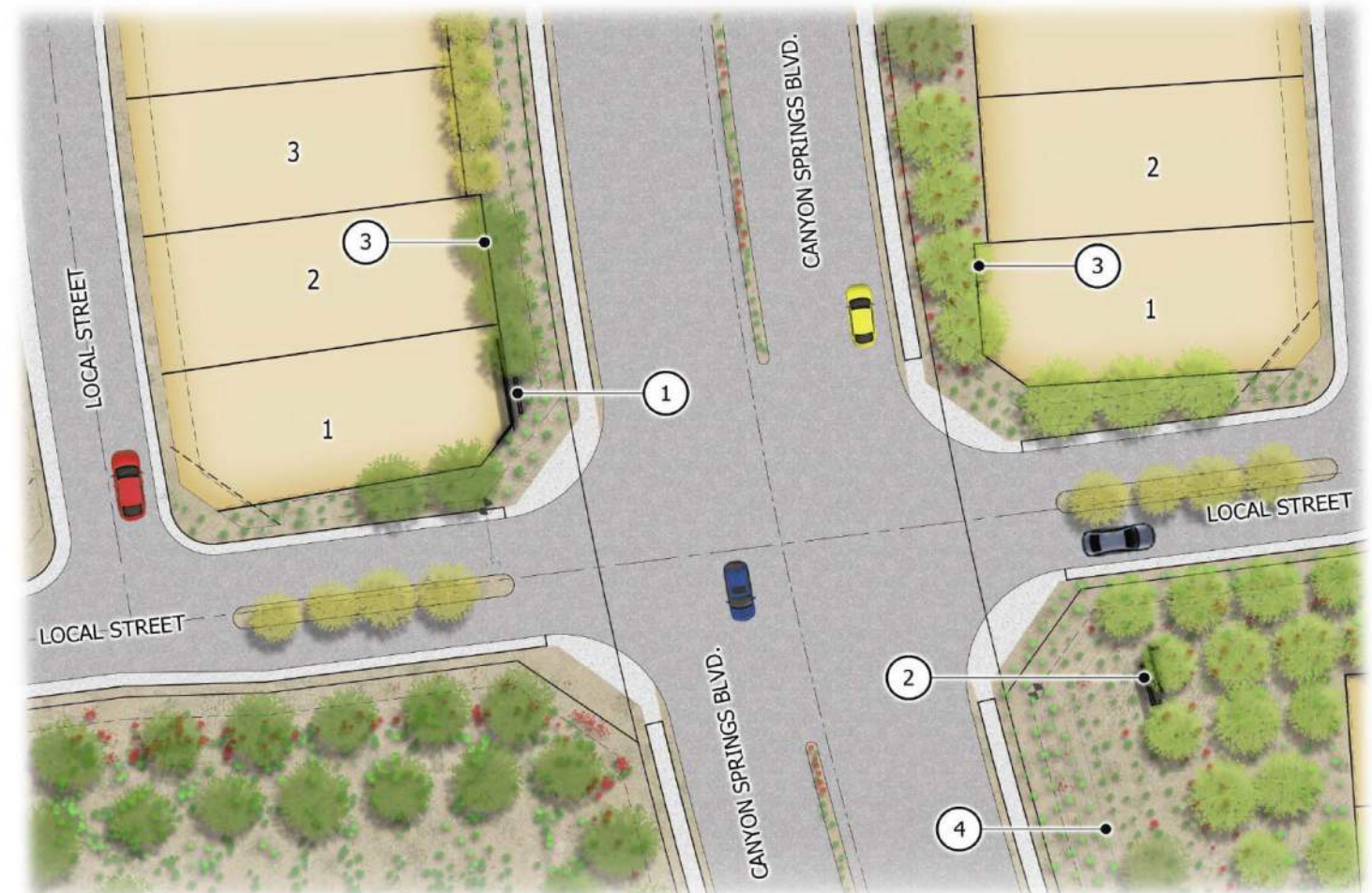




PARCEL ENTRY FEATURE (FREESTANDING)



PARCEL ENTRY FEATURE (FREESTANDING)



PLAN VIEW:

KEYNOTE LEGEND

- ① WALL MOUNTED MONUMENT
- ② FREESTANDING MONUMENT
- ③ THEME WALL
- ④ PATTERNED PLANTING

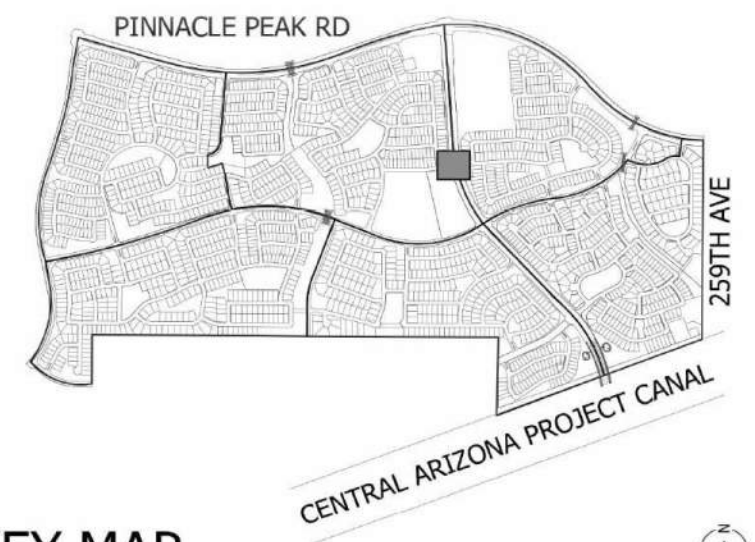
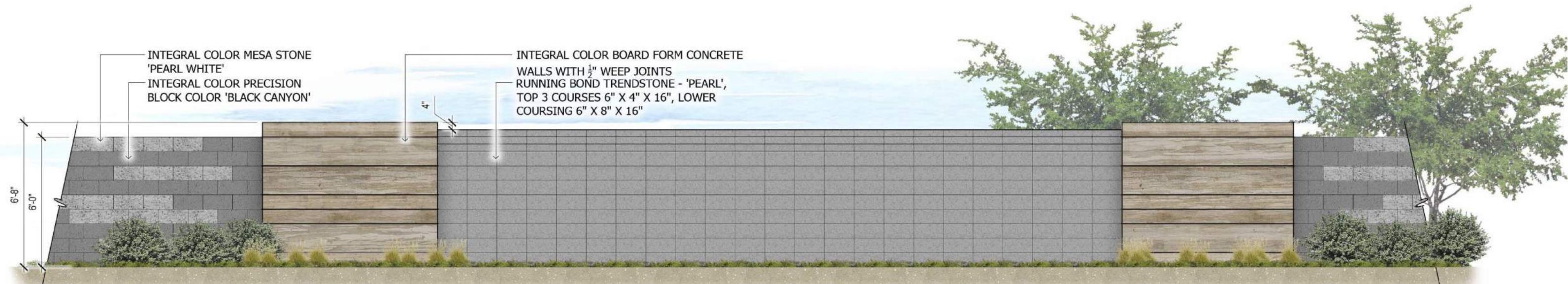


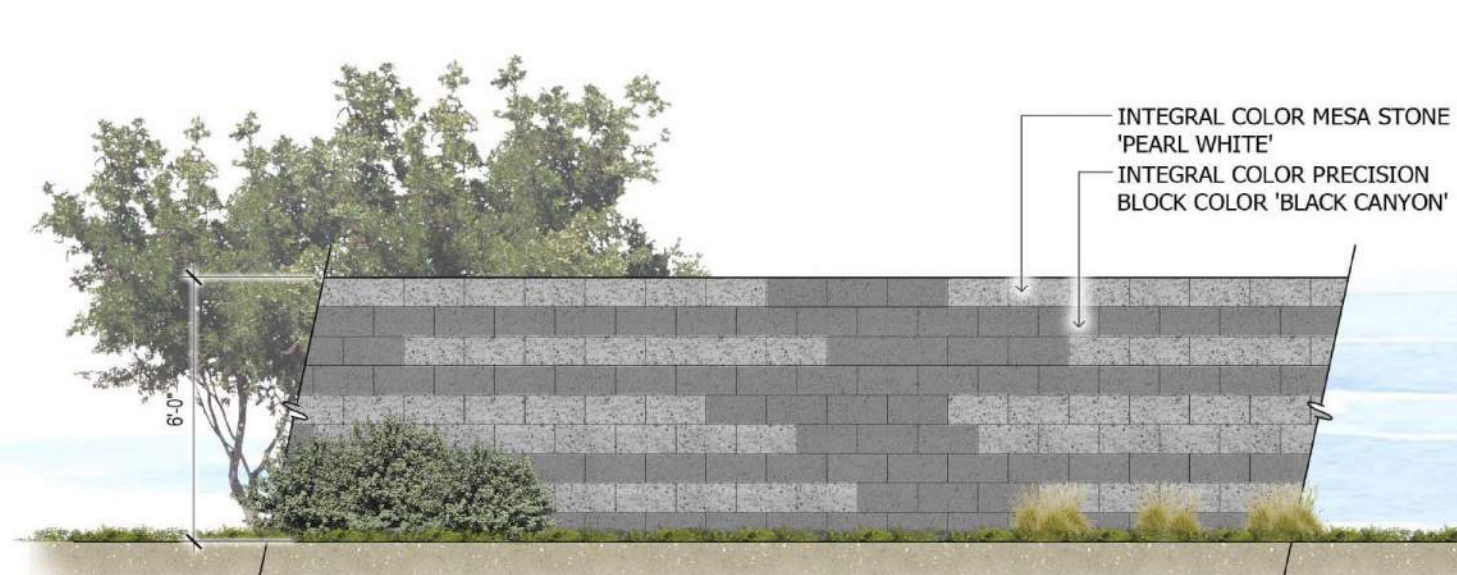
FIGURE 13

KEY MAP

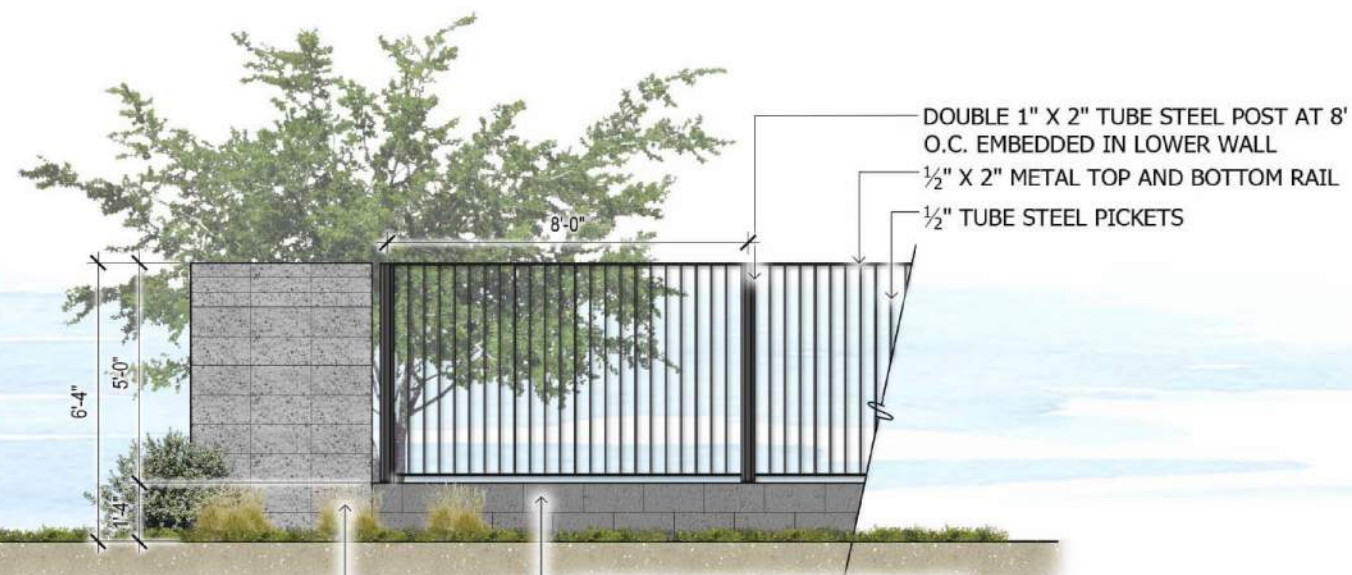
NOT TO SCALE



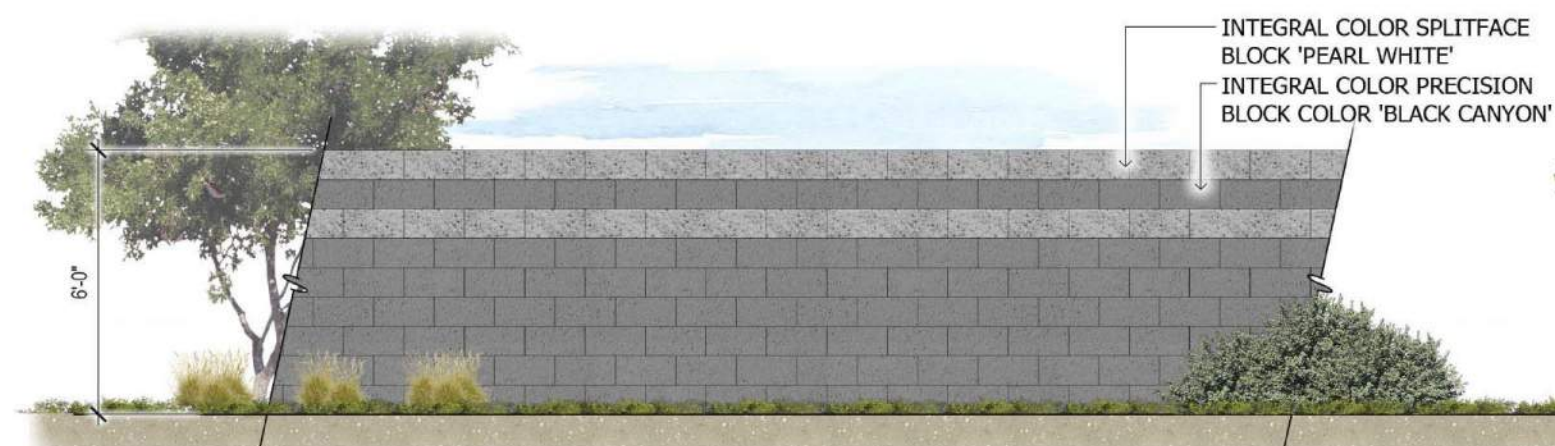
DECORATIVE COLUMNS WITH INSET ACCENT WALL



THEME WALL



VIEW FENCE



SECONDARY ACCENT WALL

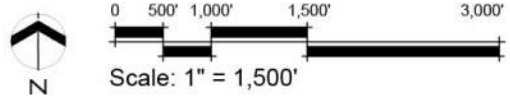


PARTIAL VIEW FENCE

FIGURE 14

Master Street and Circulation Plan

Figure 15



Legend

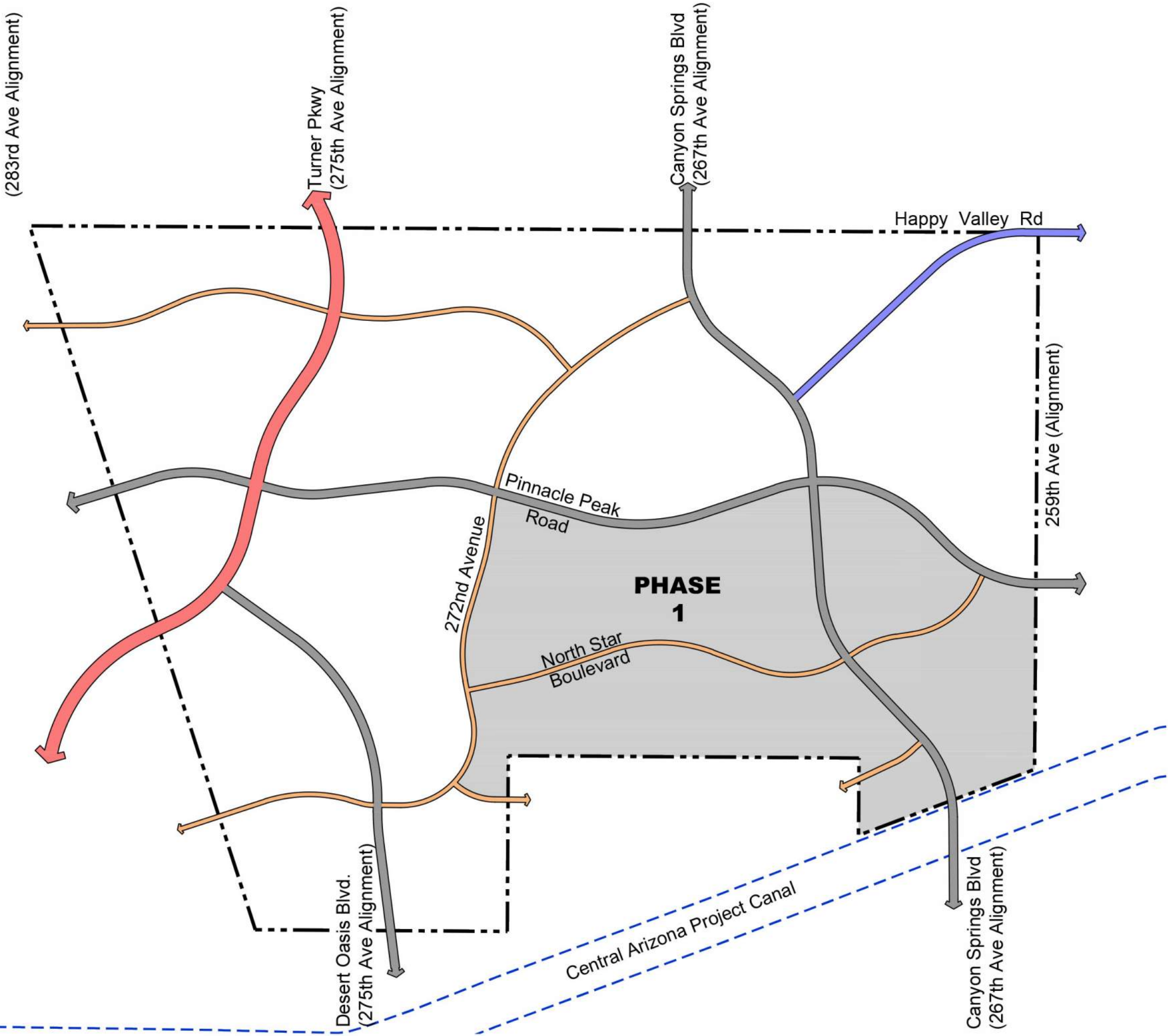
	Parkway - 200' ROW (6 travel lanes)
	Major Arterial - 140' ROW (6 travel lanes)
	Arterial - 120' ROW (4 travel lanes)
	Collector - 80' ROW (2 travel lanes)

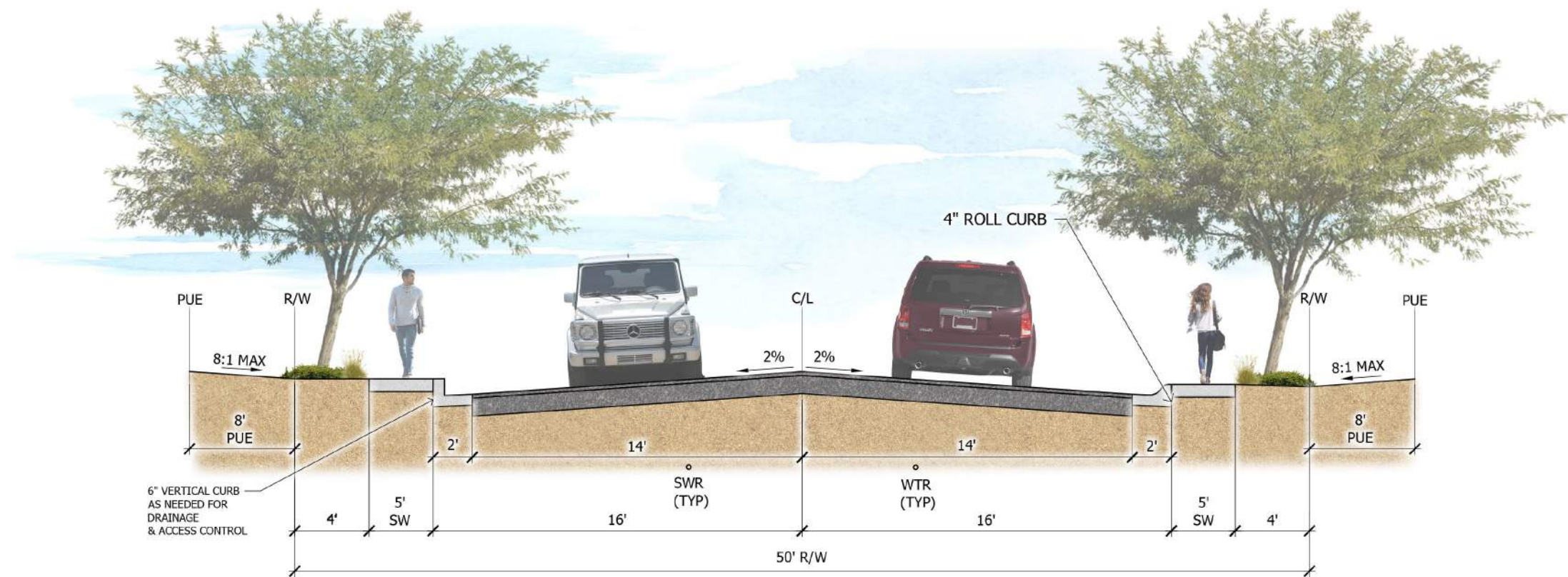
Perimeter and internal streets within Phase 1
(The east half of 272nd Ave and the south half of Pinnacle Peak Rd to the southern and eastern project boundaries.)

	Major Arterial - 130' ROW (6 travel lanes)
	Collector - 70' ROW (2 travel lanes)

Notes:

1. * Other local streets will be shown during the preliminary plat process.

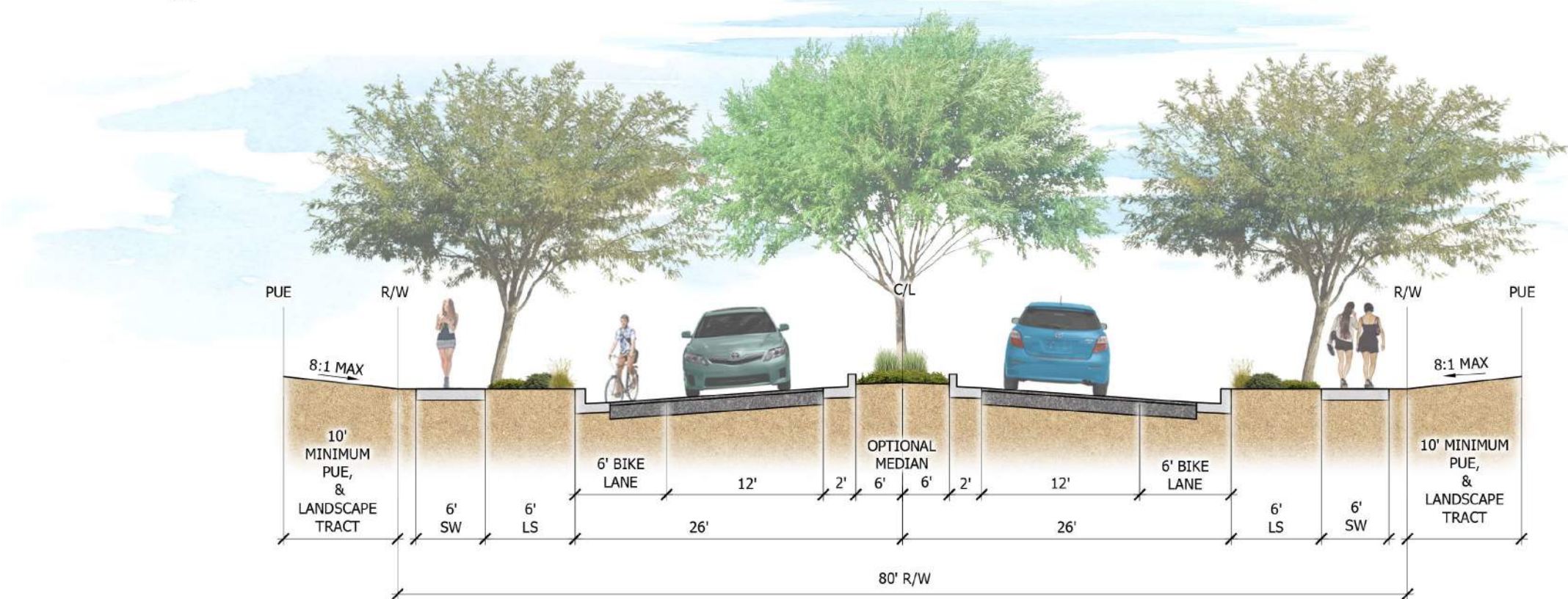




(1) AS NOTED ON PRELIMINARY PLAT

1 Local Street (Looking North & West)
SCALE: N.T.S.

NOTE: REFERENCE COB DTL 63170
FOR LOCAL ROADWAY SECTIONS



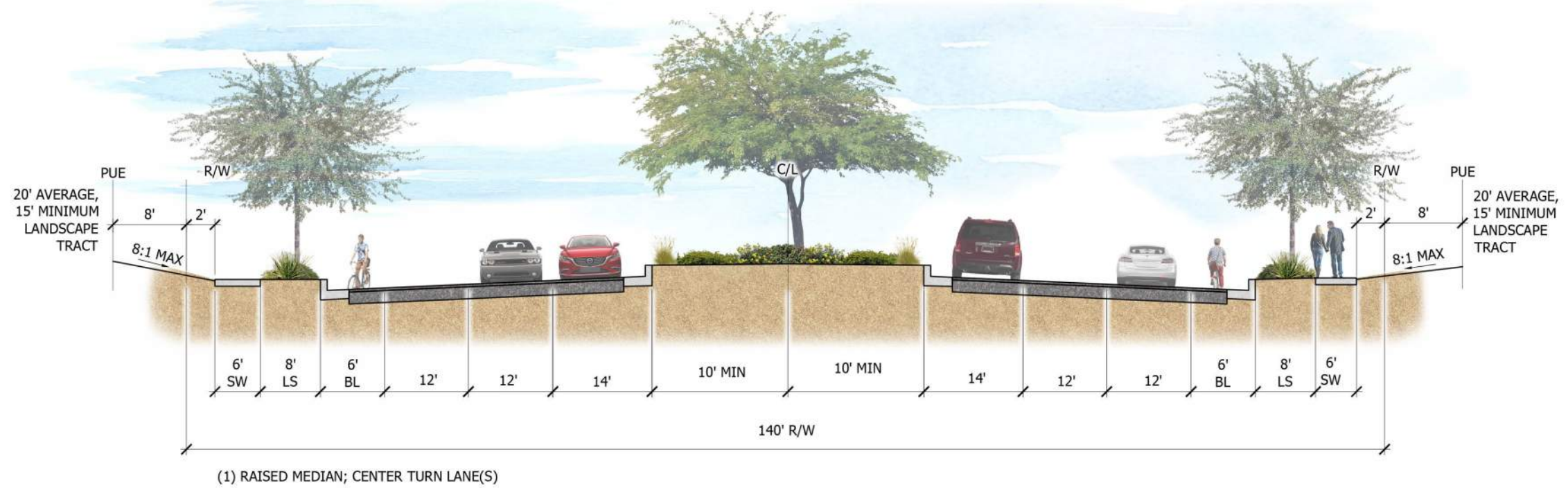
(2) RAISED MEDIAN (OPTIONAL). IF A RAISED MEDIAN IS NOT PROVIDED A 16' WIDE PAVED TURN LANE
WILL BE PROVIDED.

(3) STRIPED TURN LANES AT INTERSECTIONS

2 Collector Street - 272nd Ave. (Looking West & North) & Other Unnamed Collector St.
SCALE: N.T.S.

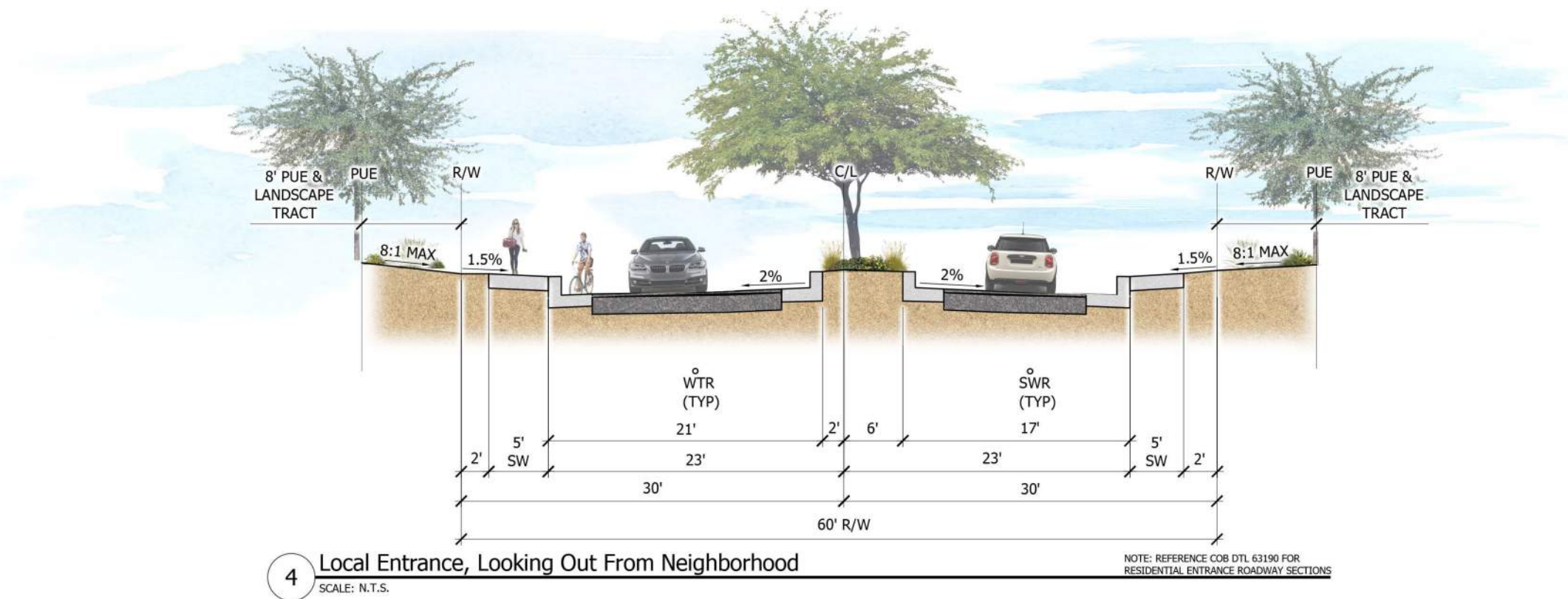
NOTE: REFERENCE COB DTL 63150
FOR COLLECTOR ROADWAY SECTIONS

FIGURE 16A



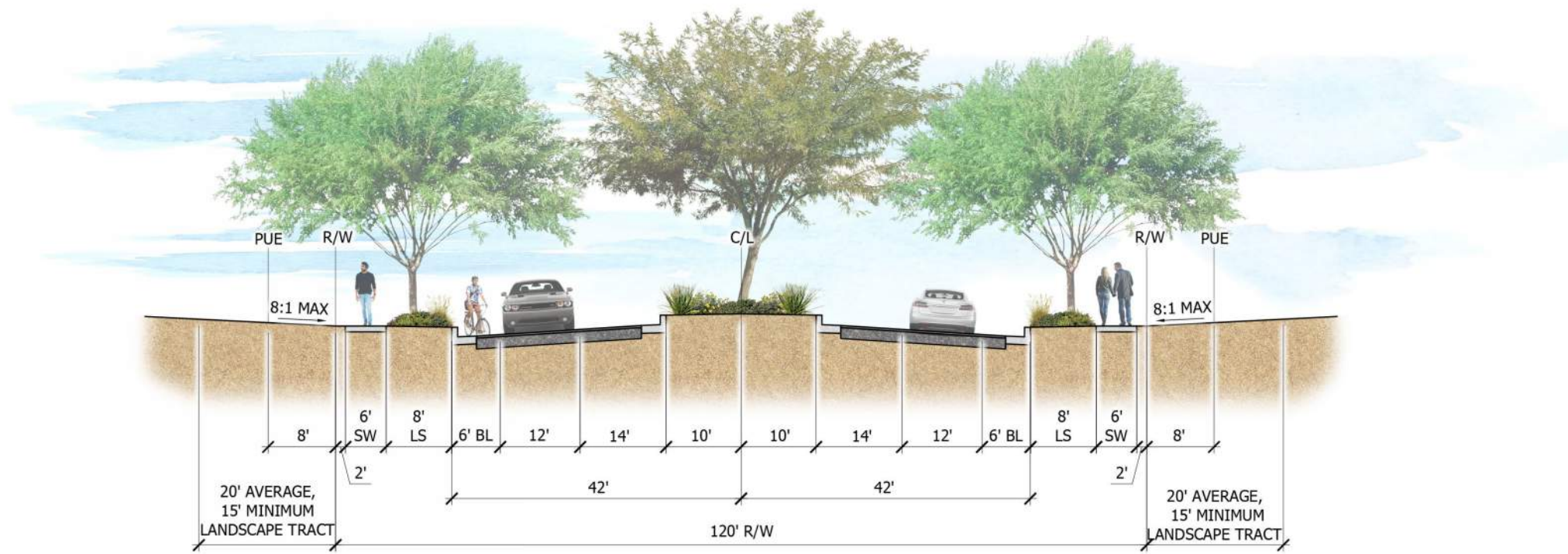
3 Major Arterial - Canyon Springs Blvd. (Looking North & West), Desert Oasis Blvd. & Pinnacle Peak Rd.
SCALE: N.T.S.

NOTE: REFERENCE COB DTL 63120 FOR MAJOR ARTERIAL ROADWAY SECTIONS



NOTE: REFERENCE COB DTL 63190 FOR RESIDENTIAL ENTRANCE ROADWAY SECTIONS

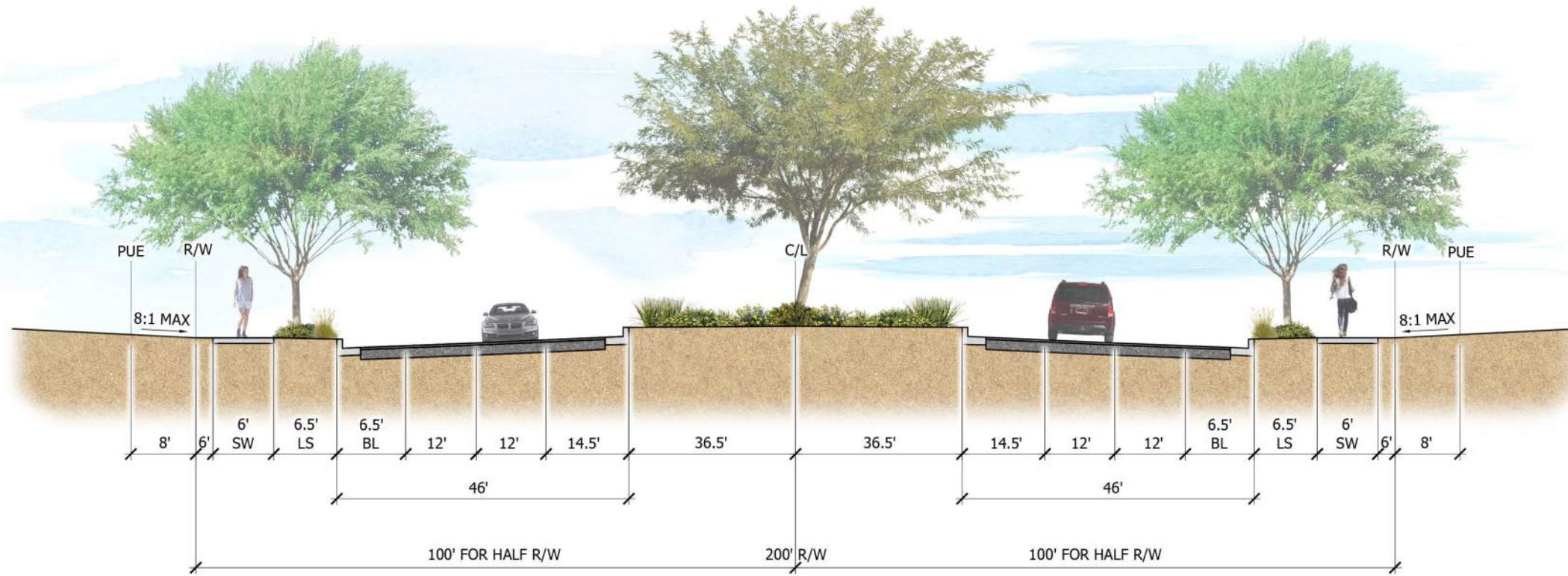
FIGURE 16B



(1) RAISED MEDIAN; CENTER TURN LANE(S)

5 Arterial - Happy Valley Rd. (Looking Northeast)
SCALE: N.T.S.

NOTE: TO MATCH THE COB DTL 63130 FOR ARTERIAL ROADWAY SECTIONS

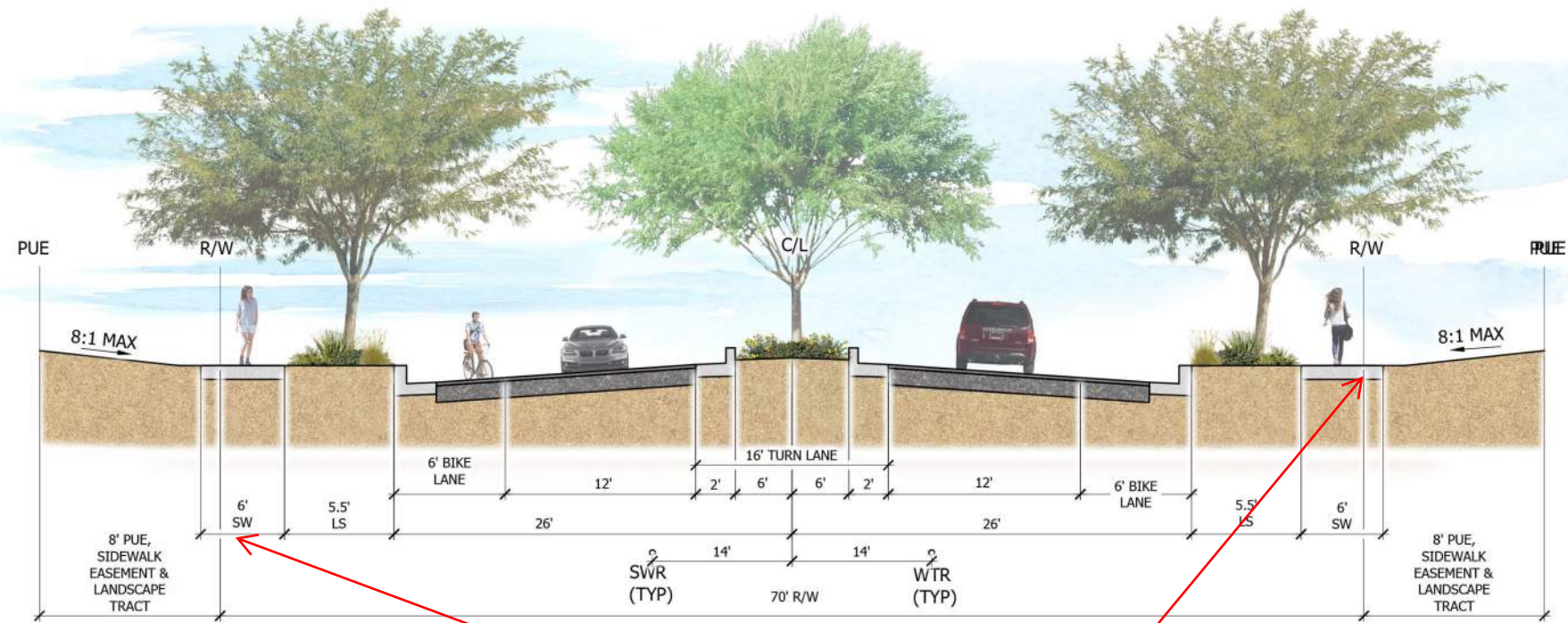


(1) RAISED MEDIAN; CENTER TURN LANE(S)

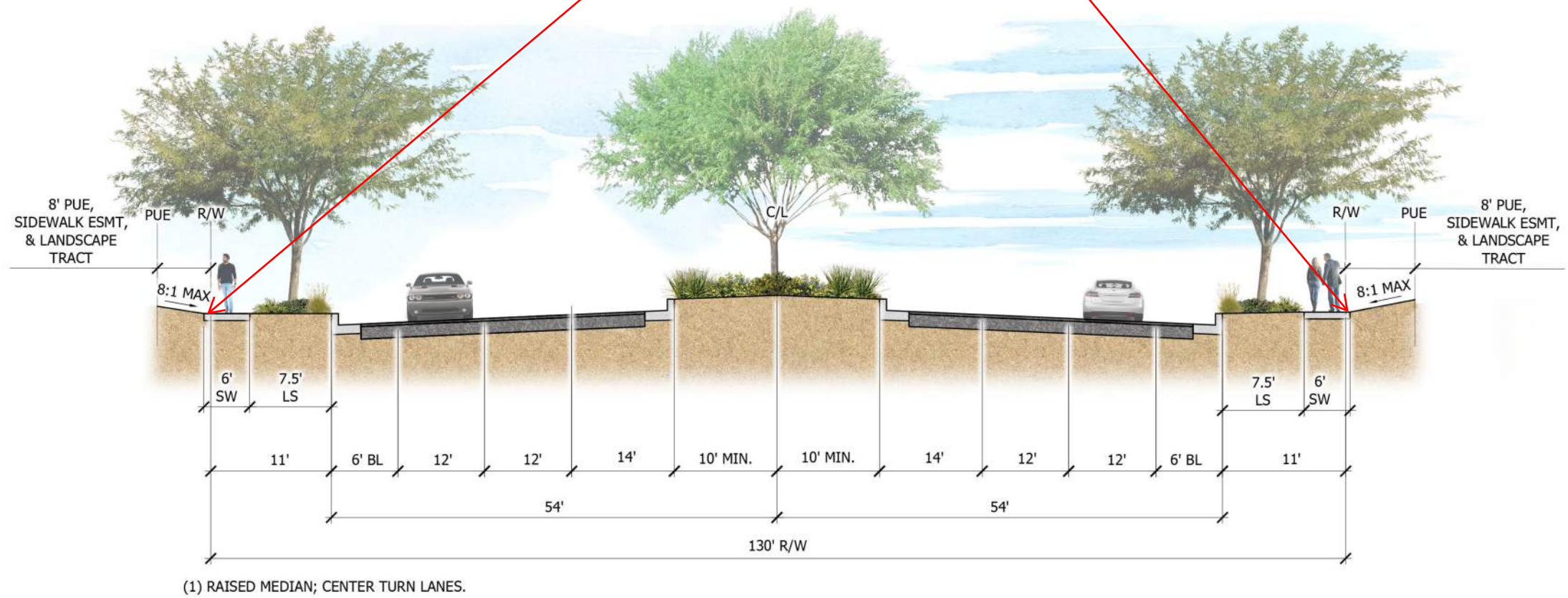
6 Turner Parkway
SCALE: N.T.S.

NOTE: THE CITY IS DRAFTING NEW PARKWAY ROADWAY SECTION DTL 63115; SLATED TO BE ADOPTED BY END OF 2021

FIGURE 16C



7 Phase 1 Collector Street - North Star Blvd. & 272nd Ave. (Looking West & North) - as Previously Approved by Preliminary Plat
SCALE: N.T.S.



8 Phase 1 Major Arterial - Pinnacle Peak Rd., Canyon Springs Blvd. (Looking West & North) - as Previously Approved by Preliminary Plat
SCALE: N.T.S.

FIGURE 16D

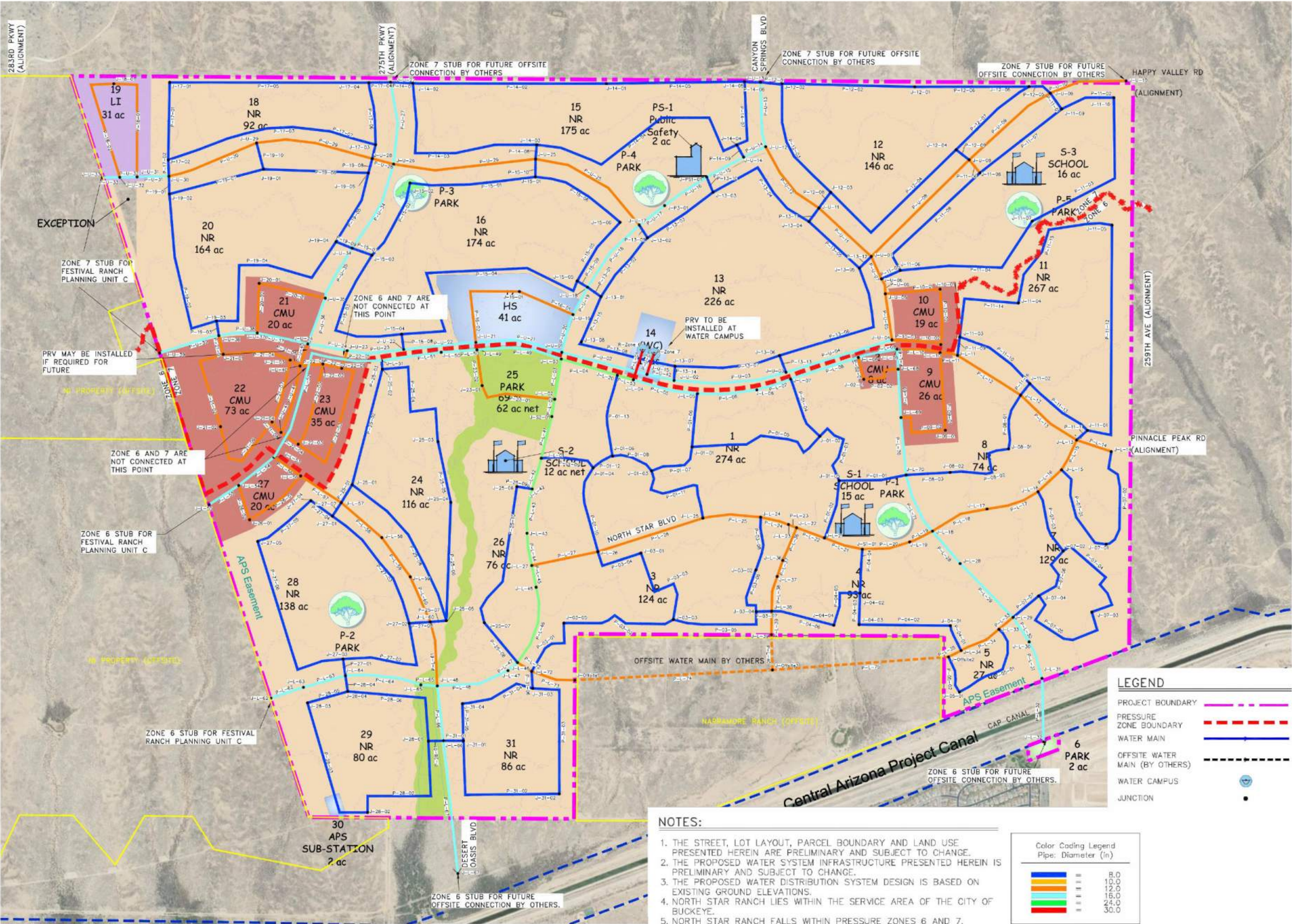
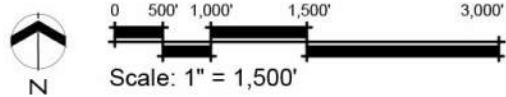
NORTH STAR RANCH

BUCKEYE, ARIZONA

COMMUNITY MASTER PLAN

Master Potable Water Plan

Figure 17



- NOTES:
1. THE STREET, LOT LAYOUT, PARCEL BOUNDARY AND LAND USE PRESENTED HEREIN ARE PRELIMINARY AND SUBJECT TO CHANGE.
 2. THE PROPOSED WATER SYSTEM INFRASTRUCTURE PRESENTED HEREIN IS PRELIMINARY AND SUBJECT TO CHANGE.
 3. THE PROPOSED WATER DISTRIBUTION SYSTEM DESIGN IS BASED ON EXISTING GROUND ELEVATIONS.
 4. NORTH STAR RANCH LIES WITHIN THE SERVICE AREA OF THE CITY OF BUCKEYE.
 5. NORTH STAR RANCH FALLS WITHIN PRESSURE ZONES 6 AND 7.

Color Coding Legend	
Pipe: Diameter (in)	
Blue	8.0
Orange	10.0
Yellow	12.0
Green	15.0
Light Green	24.0
Red	30.0

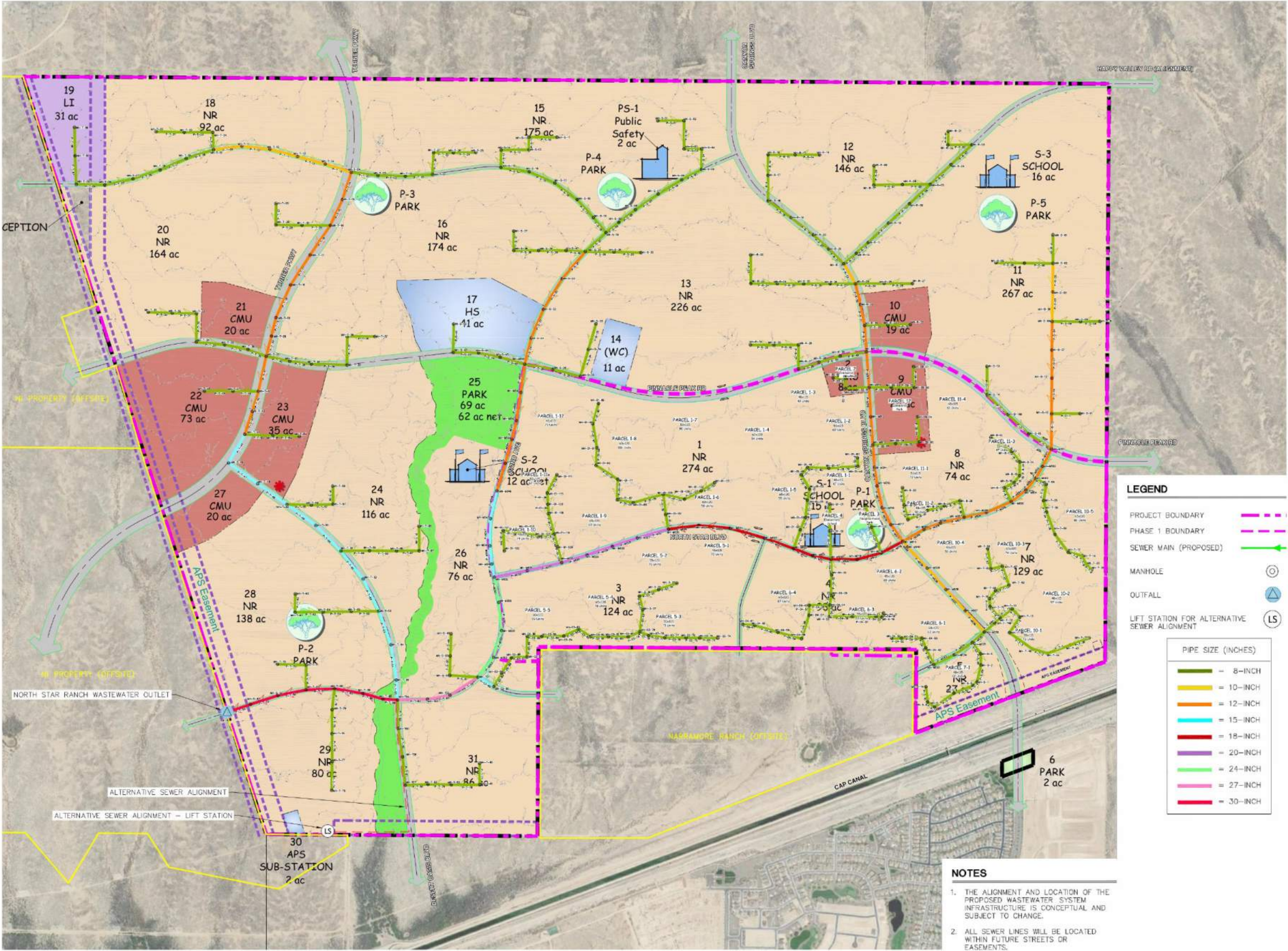
NORTH STAR RANCH

BUCKEYE, ARIZONA

COMMUNITY MASTER PLAN

Master Wastewater Plan

Figure 18



APPENDICES

APPENDIX A

DIMENSIONAL STANDARD COMPARISONS

NR Dimensional Standards					
District		SF-10 (Per City Development Code Section 4.1.1)	North Star Ranch SF-10 Standards	SF-6 (Per City Development Code Section 4.1.1)	North Star Ranch SF-6 Standards
Density, maximum (du/gross acre)		-	-	-	-
Lot Dimensions, minimum	Lot Size (sq. ft.) [9]	10,000	7,480	6,000	5,250
	Lot Width (ft.) [1]	80	68	55	50
Setbacks, minimum [4]	Front (ft.)	21	Front-loaded garage - 18 [4] Side-loaded garage - 10 Living - 10	Front-loaded garage - 18 Side-loaded garage - 15 Living - 10	Front-loaded garage - 18 [4] Side-loaded garage - 10 Living - 10
	Side (ft.) [2]	10	5 w/13 aggregate	5 w/ 15 aggregate	5 w/ 10-13 aggregate [5]
	Rear (ft.) [3]	25	25 [3][6][7]	20	20 [3][6][7]
Lot Coverage, maximum (%)		45	N/A [8]	50	N/A [8]
Building Height, maximum (ft.)		35	35	35	35

Notes:

[1] Lot width is measured at the front building line.

[2] An additional 5 feet of setback, **or an open space tract a minimum of 8' in width** , shall be required for all corner lots adjacent to public right-of-way.

[3] For accessory buildings, a 5-foot minimum setback.

[4] A minimum 20' distance is required from back of sidewalk to the face of garage.

[5] SF-6 lots less than 58' in width shall have side yard setbacks that total no less than 10' in width and SF-6 lots between 58' and 70' in width shall have side yard setbacks that total 13' in width.

[6] Rear yard setback can be reduced to 3' where garage is not accessed from public street but is accessed from an alley, courtyard, or shared drive.

[7] Patio covers may encroach to within 10' of rear property line.

[8] Maximum lot coverage does not apply and lot coverage will be controlled by the required yard setbacks.

[9] Lot depth may be reduced by 10' on cul-de-sac and knuckle lots.

NR Development Standards			
District		C-1 (Per City Development Code Section 4.1.3)	North Star Ranch C-1 Standards
Lot Coverage, maximum (percent)		50	50
District Size, maximum (acres)		N/A	8.0
Setbacks, minimum	Front (ft.)	Adjacent to residential district - 15 All others - 0	0 All neighborhood commercial shall front arterial or collector streets
	Side (ft.)	Adjacent to residential district - 30 All others - 10	Adjacent to residential district - 30 All others - 10
	Rear (ft.)	Adjacent to residential district - 30 All others - 0	Adjacent to residential district - 30 All others - 0
Building Height, maximum (feet)		30	30
Minimum Distance Between Buidings		-	Subject to Fire Code

CMU Development Standards						
District	CMU (Per City Development Code Section 4.1.2)	North Star Ranch CMU Standards	C-1 (Per City Development Code Section 4.1.3)	North Star Ranch C-1 Standards	C-2 (Per City Development Code Section 4.1.3)	North Star Ranch C-2 Standards
Residential Density, maximum (du/gross ac.)	15.0	30/20 [3]	-	-	-	-
Lot Size, minimum (sq. ft.)	Minimum district size: 5.0 acres	Minimum district size: 5.0 acres	-	-	-	-
Setbacks	Front (ft.)	0	Adjacent to residential district - 15 All others - 0	0 All neighborhood commercial shall front arterial or collector streets	Adjacent to residential district - 20 All others - 0	Adjacent to residential district - 20 All others - 0
	Side (ft.) [1]	0/15 [1] [4]	Adjacent to residential district - 30 All others - 10	Adjacent to residential district - 30 All others - 10	Adjacent to residential district - 50 All others - 10	Adjacent to residential district - 50 All others - 10
	Rear (ft.) [2]	0/15 [2] [4]	Adjacent to residential district - 30 All others - 0	Adjacent to residential district - 30 All others - 0	Adjacent to residential district - 50 All others - 0	Adjacent to residential district - 50 All others - 0
Lot Coverage, maximum (%)	90	90	50	50	60	60
Building Height, maximum (ft.)	90	90	30	30	50	50
Minimum Building Separation	-	Subject to Fire Code requirements	-	Subject to Fire Code requirements	-	Subject to Fire Code requirements

Notes:

[1] Corner lots shall have a minimum 10-foot side setback on the street sides.

[2] If alleys are used in a development, there is a minimum 30' building face to building face separation across the alley.

[3] 30 du/ac on parcels less than 15 acres, 20 du/ac on parcels 15 acres or greater, with a target density of 7 du/ac.

[4] Additional 15' setback for commercial, retail, office, multifamily type uses when adjacent to single-family residential uses within the NR district.

LI Development Standards			
District		L-1 (Per City Development Code Section 4.1.3)	North Star Ranch L-1 Standards
Lot Coverage, maximum (%)		80	80
Setbacks, minimum	Front (ft.)	Adjacent to arterial - 40 All others - 20	Adjacent to arterial - 40 All others - 20
	Side (ft.)	Adjacent to residential district - 75 Adjacent to rail ROW - 0 All others - 20	Adjacent to residential district - 75 Adjacent to rail ROW - 0 All others - 20
	Rear (ft.)	Adjacent to residential district - 75 Adjacent to rail ROW - 0 All others - 20	Adjacent to residential district - 75 Adjacent to rail ROW - 0 All others - 20
Building Height, maximum (ft.)		55 at setback; increase 1 ft for every 3 ft in additional setback to a max of 120	55 at setback; increase 1 ft for every 3 ft in additional setback to a max of 120
Minimum Building separation		-	Subject to Fire Code requirements

Solar Overlay Development Standards			
District		Solar (Per City Development Code Section 3.2.2.J)	North Star Ranch Solar Standards
Lot Coverage, maximum (%) [1]		30	30
Lot Size, minimum (ac.)		150	50
Setbacks, minimum	Front (ft.)	Adjacent to arterial - 50 All others - 20	Adjacent to arterial - 50 All others - 20
	Side (ft.)	Adjacent to residential district - 100 Adjacent to rail ROW - 0 All others - 20	Adjacent to residential district - 100 Adjacent to rail ROW - 0 All others - 20
	Rear (ft.)	Adjacent to residential district - 100 Adjacent to rail ROW - 0 All others - 20	Adjacent to residential district - 100 Adjacent to rail ROW - 0 All others - 20
Building Height, maximum (ft.) [2]		55 at setback; increase 1 ft for every 3 ft in additional setback to a max of 120	55 at setback; increase 1 ft for every 3 ft in additional setback to a max of 120
Minimum Building separation		-	Subject to Fire Code requirements

Note:

[1] Free-standing, ground-mounted solar devices shall not count toward the lot coverage requirements.

[2] Thermal towers may be up to 200 feet in height provided that the tower is centrally located on the property and maintains a safe fall-zone equal to or greater than the height of the tower. Additional building height for structures that are clearly incidental and/or accessory to the generation of power or the collecting of solar may be approved through the issuance of a Conditional Use Permit.

APPENDIX B

MASTER DRAINAGE REPORT

The Master Drainage Report is submitted to the City of Buckeye under separate cover and is incorporated into the North Star Ranch Community Master Plan by reference.

APPENDIX C

TRAFFIC IMPACT ANALYSIS

The Traffic Impact Analysis is submitted to the City of Buckeye under separate cover and is incorporated into the North Star Ranch Community Master Plan by reference.

APPENDIX D

MASTER POTABLE WATER REPORT

The Master Potable Water Report is submitted to the City of Buckeye under separate cover and is incorporated into the North Star Ranch Community Master Plan by reference.

APPENDIX E

MASTER WASTEWATER REPORT

The Master Wastewater Report is submitted to the City of Buckeye under separate cover and is incorporated into the North Star Ranch Community Master Plan by reference.

APPENDIX F

MASTER RECLAIMED WATER REPORT

The Master Reclaimed Water Report is submitted to the City of Buckeye under separate cover and is incorporated into the North Star Ranch Community Master Plan by reference.

APPENDIX G

ALTA LAND TITLE SURVEY

THIS SURVEY IS BASED UPON THE SEVENTH AMENDED TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 4415TAZ, DATED JULY 9, 2019.

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE NORTH 00°24'51" EAST, ALONG THE EAST LINE OF THE
SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1,633.09
FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE
CENTRAL ARIZONA PROJECT CANAL AND ON THE NORTHERLY LINE OF
THAT CERTAIN PARCEL OF LAND DESCRIBED IN INSTRUMENT NO.
2004-0549490, MARICOPA COUNTY RECORDS;

REV.:

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

SPURLOCK RANCH

TOWNSHIP 4 NORTH, RANGE 4 WEST
BUCKEYE, ARIZONA

HILGARTWILSON	PROJ NO.: 1048
----------------------	----------------

0.: 1048

AS SHOWN

797

1000

DWG. NO.

SV-1

SHT. 1 OF 6

TAXES FOR THE FULL YEAR OF 2019. (THE FIRST HALF IS DUE OCTOBER 1, 2019 AND IS DUE NOVEMBER 1, 2019. THE SECOND HALF IS DUE MARCH 1, 2020 AND IS DELINQUENT MAY 1, 2020).

9. RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.

10. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

11. THE RIGHT TO ENTER UPON THE LAND AND PROSPECT FOR, MINE AND REMOVE ALL COAL, OIL, GAS, MINERALS AND GEOTHERMAL RESOURCES, AS RESERVED BY INSTRUMENT RECORDED AS 85-411086, OF OFFICIAL RECORDS AND RECORDED AS 85-411087, OF OFFICIAL RECORDS. **(NOT SHOWN - BLANKET IN NATURE - COVERS A PORTION OF THE SITE)**

12. AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES RECORDED AS 86-116761, OF OFFICIAL RECORDS. **(NOT SHOWN - BLANKET IN NATURE - COVERS THE ENTIRE SITE)**

13. AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES RECORDED AS 87-194163, OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS PARCEL NO. 5)

14. AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES RECORDED AS 90-391236, OF OFFICIAL RECORDS AND RECORDED AS 90-391237, OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS PARCEL NO. 5)

15. AN EASEMENT FOR TRANSMISSION LINE AND INCIDENTAL PURPOSES RECORDED AS 93-0411440, OF OFFICIAL RECORDS AND LICENSE RECORDED AS 98-0893724, OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS PARCEL NO. 5)

16. THE EFFECT OF CONVEYANCE OF ALL MINERAL RIGHTS AS SET FORTH IN QUIT CLAIM DEED RECORDED AS 96-066515, OF OFFICIAL RECORDS. **(NOT SHOWN - BLANKET IN NATURE - COVERS A PORTION OF THE SITE)**
(AFFECTS PARCEL NO. 5)

17. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED MEMORANDUM OF AGREEMENT RECORDED AS 2000-0787937, OF OFFICIAL RECORDS AND RE-RECORDED AS 2015-0719548, OF OFFICIAL RECORDS; FIRST AMENDMENT RECORDED AS 2006-0227389, OF OFFICIAL RECORDS; SECOND AMENDMENT RECORDED AS 2006-1574387, OF OFFICIAL RECORDS AND THIRD AMENDMENT RECORDED AS 2008-0938245, OF OFFICIAL RECORDS. **(NOT SHOWN - NOTHING PLOTTABLE)**
(AFFECTS PARCEL NOS. 1 THROUGH 4)

18. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED MEMORANDUM OF AGREEMENT RECORDED AS 2000-0789037, OF OFFICIAL RECORDS; AMENDMENT RECORDED AS 2005-1008296, OF OFFICIAL RECORDS; SECOND AMENDMENT RECORDED AS 2006-0871515, OF OFFICIAL RECORDS AND RECORDED AS 2006-0871943, OF OFFICIAL RECORDS. **(NOT SHOWN - NOTHING PLOTTABLE)**
(AFFECTS PARCEL NO. 5)

19. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED EASEMENT AGREEMENT AND AGREEMENT TO DEDICATE RECORDED AS 2004-0549493, OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS PARCEL NOS. 1 THROUGH 4)

20. COVENANTS, CONDITIONS, RESTRICTIONS, LIABILITIES AND OBLIGATIONS IN THE DOCUMENT RECORDED AS 2004-0549494, OF OFFICIAL RECORDS, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(c), OF THE UNITED STATES CODES. **(NOT SHOWN - NOTHING PLOTTABLE)**
(AFFECTS PARCEL NOS. 1 THROUGH 4)

21. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED SPURLOCK RANCH DEVELOPMENT AGREEMENT RECORDED AS 2005-0392717, OF OFFICIAL RECORDS AND FIRST AMENDMENT RECORDED AS 2006-1575697, OF OFFICIAL RECORDS. **(NOT SHOWN - NOTHING PLOTTABLE)**
(AFFECTS PARCEL NO. 5)

22. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED ORDINANCE NO. 16A-5 RECORDED AS 2005-0554278, OF OFFICIAL RECORDS. **(NOT SHOWN - NOTHING PLOTTABLE)**
(AFFECTS PARCEL NO. 5)

23. THE EFFECT OF A MAP PURPORTING TO SHOW THE LAND RECORDED IN BOOK 788 OF MAPS, PAGE 1. **(SHOWN)**
(AFFECTS PARCEL NO. 2)

24. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED AGREEMENT REGARDING WASTEWATER RECLAMATION FACILITY SITE AND ACCESS THERETO RECORDED AS 2005-1585712, OF OFFICIAL RECORDS AND FIRST AMENDMENT RECORDED AS 2009-0695167, OF OFFICIAL RECORDS. **(NOT SHOWN - NOTHING PLOTTABLE)**

25. AN UNRECORDED LEASE DATED FEBRUARY 1, 2007, EXECUTED BY SPURLOCK LAND, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS LESSOR AND BUCKEYE COMMUNICATIONS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS LESSEE, AS DISCLOSED BY A(N) MEMORANDUM OF TOWER SITE LEASE AGREEMENT RECORDED FEBRUARY 12, 2007 AS 2007-0174799, OF OFFICIAL RECORDS. A DOCUMENT DECLARING MODIFICATIONS OR AMENDMENTS OF THE LEASE WAS RECORDED APRIL 24, 2007 AS 2007-0475128, OF OFFICIAL RECORDS. THEREAFTER, PARTIAL TERMINATION OF MEMORANDUM OF LEASE RECORDED DECEMBER 31, 2009 AS 2009-1197112, OF OFFICIAL RECORDS. A DOCUMENT DECLARING MODIFICATIONS OR AMENDMENTS OF THE LEASE WAS RECORDED JULY 18, 2013 AS 2013-0655260, OF OFFICIAL RECORDS. THE LESSEE'S INTEREST IN THE LEASE HAS BEEN ASSIGNED TO TIFFANY RANCH, LLC, AN ARIZONA LIMITED LIABILITY COMPANY BY ASSIGNMENT RECORDED MARCH 15, 2019 AS 2019-0183065, OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS SECTION 10 OF PARCEL NO. 5)

26. AN UNRECORDED LEASE DATED MARCH 23, 2007, EXECUTED BY SPURLOCK LAND, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS LESSOR AND BUCKEYE COMMUNICATIONS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS LESSEE, AS DISCLOSED BY A(N) MEMORANDUM OF TOWER SITE LEASE AGREEMENT RECORDED APRIL 2, 2007 AS 2007-0388565, OF OFFICIAL RECORDS. A DOCUMENT DECLARING MODIFICATIONS OR AMENDMENTS OF THE LEASE WAS RECORDED JULY 18, 2013 AS 2013-0655259, OF OFFICIAL RECORDS. THE LESSEE'S INTEREST IN THE LEASE HAS BEEN ASSIGNED TO TIFFANY RANCH, LLC, A KANSAS LIMITED LIABILITY COMPANY BY ASSIGNMENT RECORDED MARCH 15, 2019 AS 2019-0183064 OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS PARCEL NO. 4)

27. AN EASEMENT FOR RIGHT-OF-WAY AND INCIDENTAL PURPOSES RECORDED AS 2008-0808991, OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS PARCEL NOS. 2 AND 4)

28. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED MEMORANDUM OF JOINT DEVELOPMENT, COST SHARING AND ESCROW AGREEMENT RECORDED JULY 28, 2009 AS 2009-0695161, OF OFFICIAL RECORDS. **(NOT SHOWN - NOTHING PLOTTABLE)**

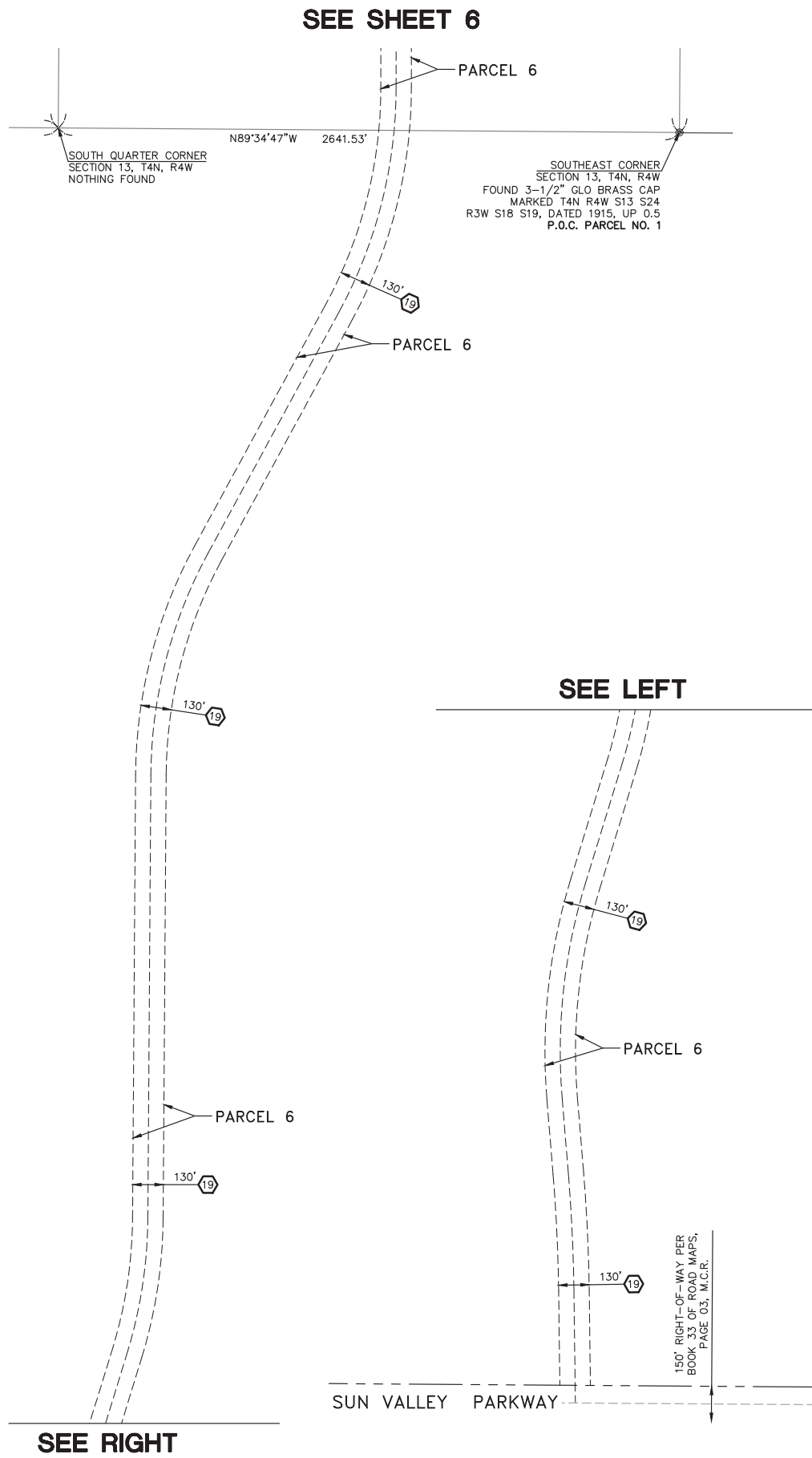
29. AN EASEMENT FOR RIGHT-OF-WAY AND INCIDENTAL PURPOSES RECORDED AS 2009-1197110, OF OFFICIAL RECORDS AND RE-RECORDED AS 2010-0021971, OF OFFICIAL RECORDS. **(SHOWN)**
(AFFECTS SECTIONS 10 AND 15 OF PARCEL NO. 5)

30. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED RESOLUTION NO. 144.10 RECORDED JANUARY 10, 2011 AS 2011-0023843, OF OFFICIAL RECORDS. **(NOT SHOWN - NOTHING PLOTTABLE)**

31. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS THAT WOULD BE DISCLOSED BY A CORRECT ALTA/NSPS SURVEY.

32. ANY RIGHTS, INTEREST OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.

O	FOUND MONUMENT AS NOTED
⊙	FOUND BRASS CAP
⊗	WELL
⚡	TRANSMISSION TOWER
⌵	UTILITY POLE
—	SIGN
X	BARB WIRE FENCE
OHW	OVERHEAD WIRE
GLO	GOVERNMENT LAND OFFICE
RLS	REGISTERED LAND SURVEYOR
DOI	DEPARTMENT OF INTERIOR
BLM	BUREAU OF LAND MANAGEMENT
R/W	RIGHT OF WAY
PROP.	PROPERTY





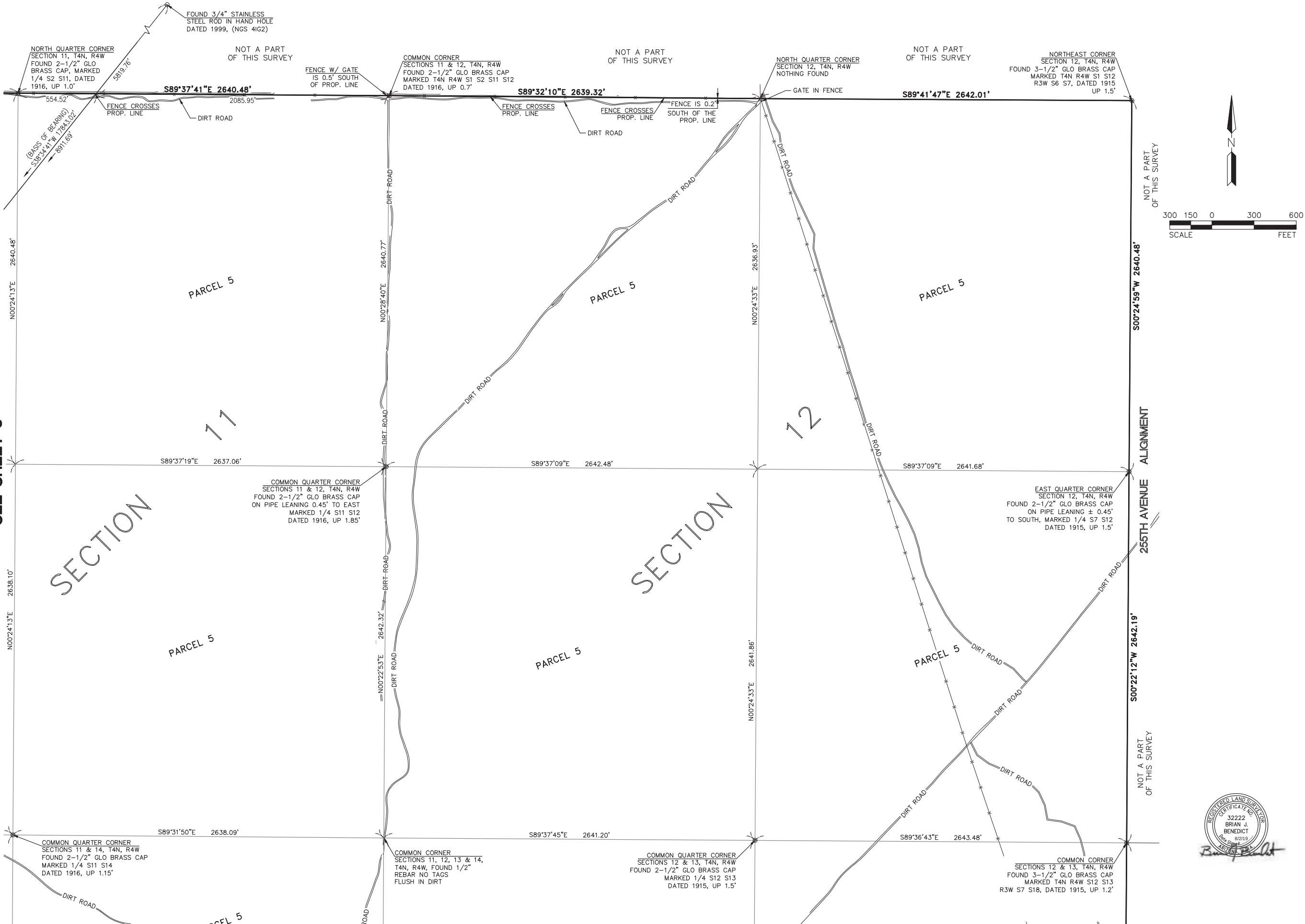
SEE SHEET 4

 HILGARTWILSON		SPURLOCK RANCH TOWNSHIP 4 NORTH, RANGE 4 WEST BUCKEYE, ARIZONA A.L.T.A./N.S.P.S. LAND TITLE SURVEY		 HILGARTWILSON ENGINEER PLAN SURVEY MANAGE 2141 E. HIGHLAND AVE., STE. 250 P: 602.490.0535 / F: 602.368.2436 PHOENIX, AZ 85016 www.hilgartwilson.com	REV.:
PROJ. NO.: 1048					
DATE: AUGUST 2019					
SCALE: AS SHOWN					
DRAWN: JDL					
DESIGNED: HW					
APPROVED: BJB					
DWG. NO. SV-3					
SHT. 3 OF 6					

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SEE SHEET 3

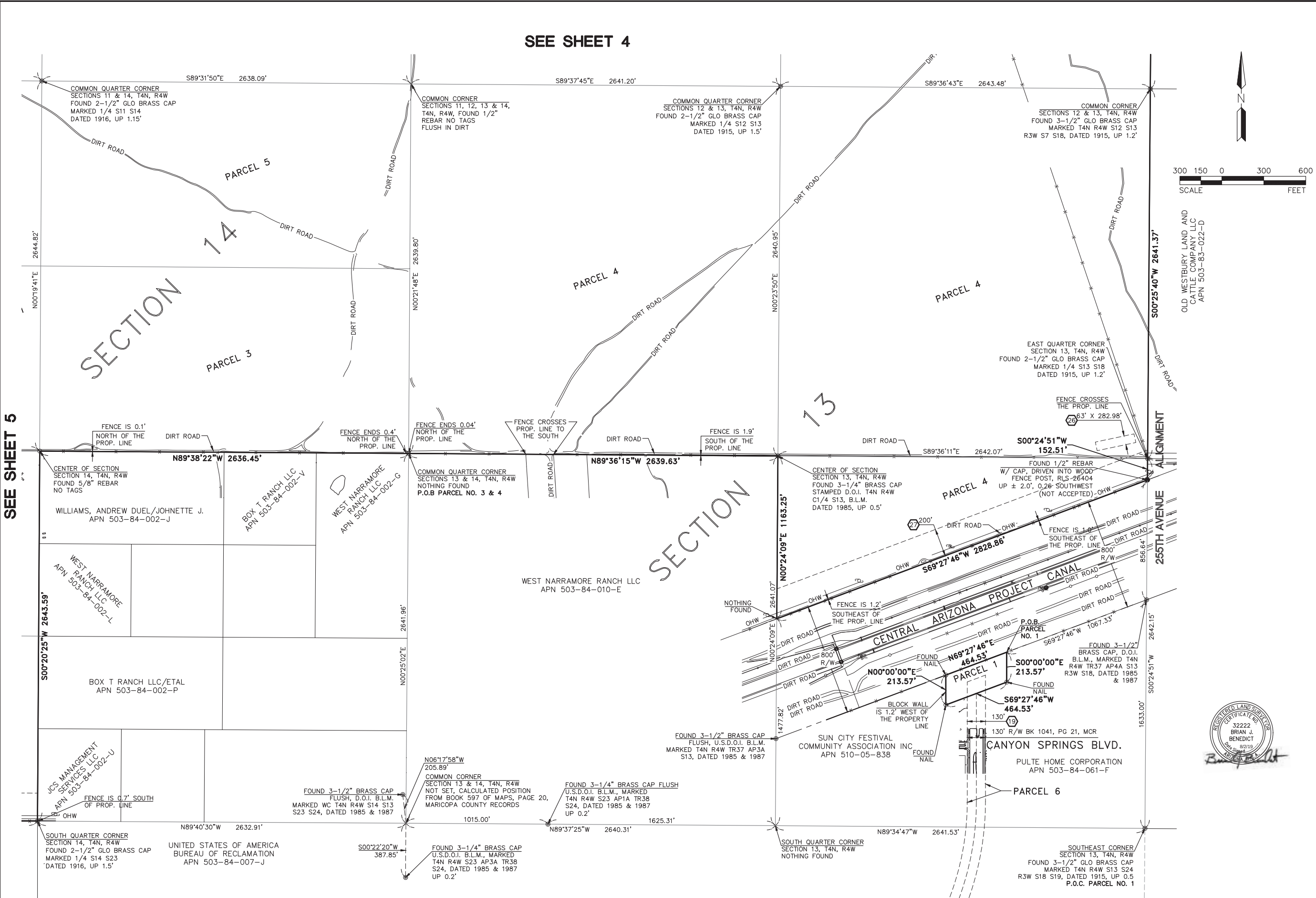
SEE SHEET 6



HILGARTWILSON		PROJ. NO.: 1048	
DATE: AUGUST 2019		DATE: AUGUST 2019	
SCALE: AS SHOWN		SCALE: AS SHOWN	
DRAWN: JDL		DRAWN: JDL	
DESIGNED: HW		DESIGNED: HW	
APPROVED: BJB		APPROVED: BJB	
DWG. NO. SV-4			
SHT. 4 OF 6			
REV.:			
HILGARTWILSON ENGINEER PLANNING SURVEY MANAGEMENT 2141 E. HIGHLAND AVE., STE. 250 P: 602.490.0535 / F: 602.368.2436 PHOENIX, AZ 85016 www.hilgartwilson.com			
SPURLOCK RANCH TOWNSHIP 4 NORTH, RANGE 4 WEST BUCKEYE, ARIZONA A.L.T.A./N.S.P.S. LAND TITLE SURVEY			



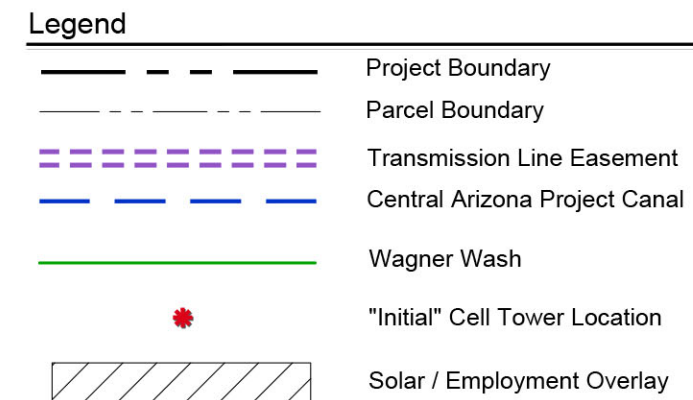
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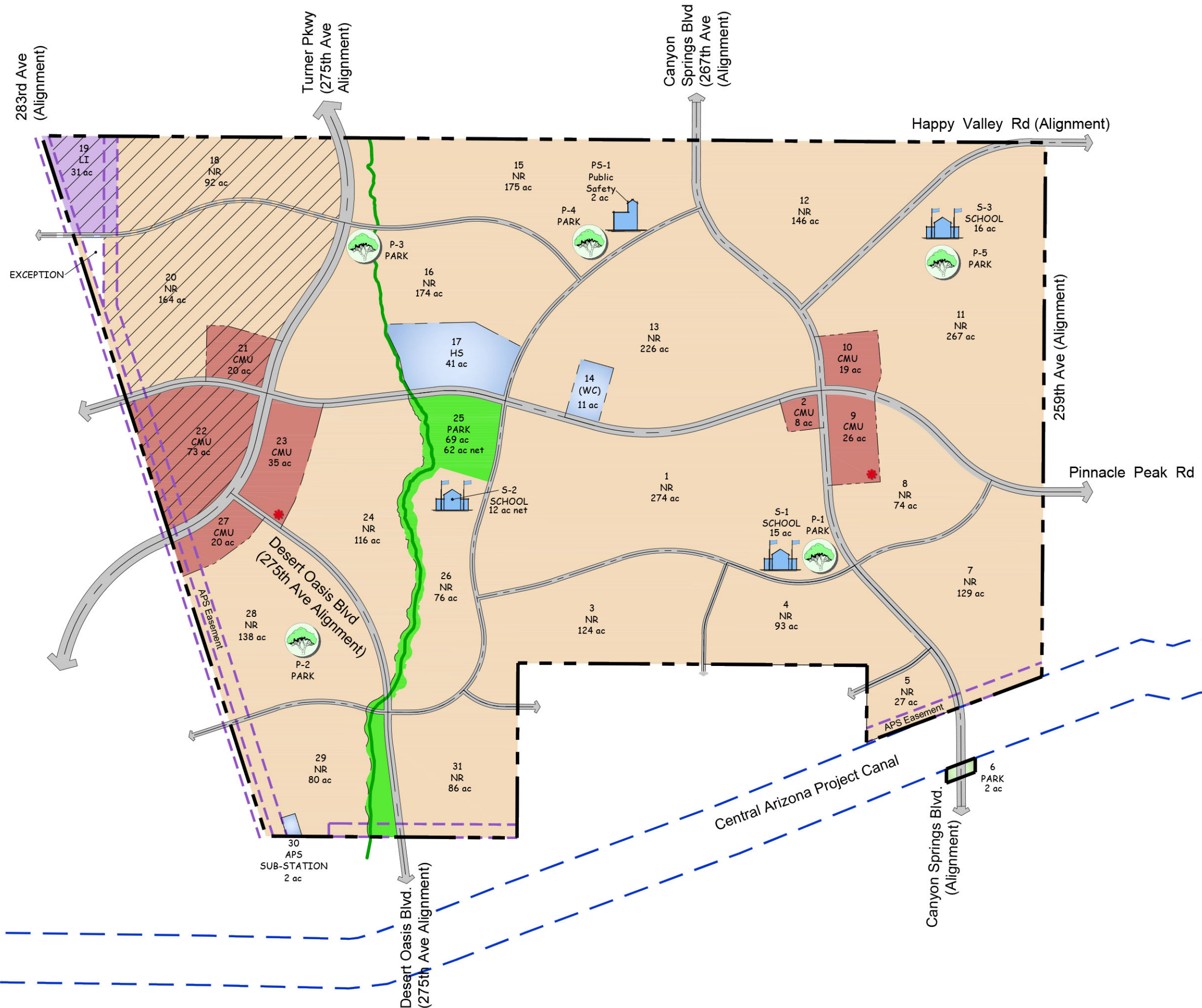
REV.:		HILGARTWILSON ENGINEER PLANNING SURVEY MANAGEMENT 2141 E. HIGHLAND AVE., STE. 250 P: 602.490.0535 / F: 602.368.2436 PHOENIX, AZ 85016 www.hilgartwilson.com	
SPURLOCK RANCH TOWNSHIP 4 NORTH, RANGE 4 WEST BUCKEYE, ARIZONA A.L.T.A./N.S.P.S. LAND TITLE SURVEY			
HILGARTWILSON	PROJ. NO.: 1048	DATE: AUGUST 2019	DWG. NO.
	SCALE: AS SHOWN	DRAWN: JDL	SV-6
	DESIGNED: HW	APPROVED: BJB	SHT. 6 OF 6

COMMUNITY MASTER PLAN

Figure 6



NR	Neighborhood Residential
CMU	Community Mixed Use
LI	Light Industrial
PF	Public Facility
PARK	Largest Park
	Neighborhood Park (7-10 acres)
	Elementary School
	Public Safety





Wickenburg Unified School District
101 East Coconino Street
Wickenburg, AZ 85390
Phone: (928) 668-5350 FAX: (928) 668-5348
www.wickenburgschools.org

February 15, 2022

Robyn Calihan
LKY Development Company, Inc.
5040 E. Shea Blvd., #254
Scottsdale, AZ 85254

Dear Ms. Calihan,

This letter is to confirm that the Wickenburg Unified School District has reviewed the Community Master Plan, received on February 7, 2022 and the Preliminary Plat, received on February 14, 2022 for North Star Ranch-Formerly Spurlock Ranch.

The plan includes three (3) elementary school sites and one high school site, all of which are located near planned community parks. The school sites are adequate in size and their location near parks allows for the possibility of shared-use space for the community. The school sites are located in residential sections, but close to main streets and access points allow for safe school transportation.

Thank you for the opportunity to provide input into the final plan, including the location of the school sites. We strongly believe that the best way to plan for future schools is to work closely with the developers in the beginning stages of the project, which you have allowed. The Wickenburg Unified School District is pleased to communicate its support for both the CMP and the preliminary plat in the form presented to the District as of the date of this letter.

We wish you the best in this project and look forward to working with you.

Best Regards,

Barbara J. Remondini

Barbara J. Remondini, Ph.D.
Superintendent



North Star Ranch

Third Community Master Plan Amendment Citizen Participation Report

North of Sun Valley Parkway and
East of Hassayampa River

Case Number:
PLZZ-21-00028

August 22, 2022

Citizen Participation Report

North Star Ranch Community Master Plan Amendment

Date: August 22, 2022

Purpose: The purpose of this Citizen Participation Report is to provide a written report on the results of the citizen participation on the ongoing communication between applicant and interested citizens, property owners, and other interested parties regarding the Community Master Plan Amendment within the North Star Ranch community master plan (formerly known as Spurlock Ranch). The Project is generally located north of the Central Arizona Project Canal between the Canyon Springs and Desert Oasis Boulevard alignments in Buckeye, Arizona.

Techniques: The following techniques were used to notify the public of the public hearings.

1. Public Outreach Notification:

- Applicant prepared a list of adjacent property owners within 500 feet of the Project boundary, interested parties who submitted a request to the City to be notified, adjacent political jurisdictions, and public agencies with jurisdiction over the subject property. The list of adjacent property owners was generated from the Maricopa County Assessor's website on July 25, 2022. A copy of the labels generated from the list are provided with this report.
- Applicant prepared and mailed notification letters on August 5, 2022.
- Applicant published a notice in a newspaper of general circulation on August 5, 2022. Proof of publishing is provided with this report.
- Applicant posted the property on August 3, 2022.
- Applicant prepared and submitted all affidavits of notification. Copies of the affidavits are provided with this report.
- Applicant received and responded to questions from surrounding property owners regarding the Project. A summary of the public comments is provided with this report.

Project Timeline:

Pre-application meeting – October 22, 2020

Formal Application Submittal – June 29, 2021

2nd Submittal – December 23, 2021

3rd Submittal – March 4, 2022

4th Submittal – June 15, 2022

Public Hearing Notification Letter – August 5, 2022 (minimum 15 days prior to hearing)

Public Hearing Notification (minimum 15 days prior to hearing)

Mailing – August 5, 2022

Site posting – August 2, 2022

Publication – August 5, 2022

Public Hearing Notification Affidavit (minimum 10 days prior to public hearing)

Mailing – August 12, 2022

Site posting – August 2, 2022

Publication – August 5, 2022

Citizen Participation Report – August 22, 2022

Planning and Zoning Commission Public Hearing – September 13, 2022 (2nd or 4th Tuesday)

City Council Public Hearing – September 20, 2022 (1st or 3rd Tuesday)

ATTACHMENTS

PUBLIC OUTREACH NOTIFICATION

Affidavit of Mailing Notice

Case Number: PLZZ-21-0028
Project Name: North Star Ranch CMP Amendment
Applicant Name: Toni Bonar
Location: North of CAP Canal between Desert Oasis Blvd & Canyon Springs Blvd alignments

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: Toni Bonar

SUBSCRIBED AND SWORN before me this 12th day of August, 2022, by:

Angela Moran
Notary Public

My Commission Expires:

Sept. 3, 2025





August 5, 2022

HILGARTWILSON
2141 E Highland Avenue
Phoenix, Arizona 85016

Re: North Star Ranch Public Hearing Notification
Community Master Plan Amendment (PLZZ-21-0028)
City of Buckeye, Arizona

Dear Property Owner or Interested Party:

The purpose of this letter is to advise you that an amendment to the Community Master Plan for the North Star Ranch master planned community (formerly Spurlock Ranch) will be heard by the Buckeye Planning & Zoning Commission and City Council. The North Star Ranch Community Master Plan was originally approved in 2006 and last amended in 2007. The proposed amendment maintains the original development concept for the project as a cohesive master planned community but with updated development concepts and regulations to align with current standards and market expectations. Below is a copy of the official notice that will be published in the Arizona Republic as required by the City of Buckeye (City). You are invited to attend the public hearing or comment directly to HILGARTWILSON or the City as noted below.

NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, August 23, 2022 in the City Council Chambers, 530 E Monroe Avenue, Buckeye, Arizona, at 6:00 p.m., for the purpose of hearing all persons for or against the following request:

Case No. PLZZ-21-00028: Request for the approval of a 2,818-acre Community Master Plan Amendment for the North Star Ranch master planned community (previously known as Spurlock Ranch) generally located north of the Central Arizona Project Canal between the Canyon Springs and Desert Oasis Boulevard alignments within Sections 10, 13, 14 and 15 of Township 4 North, Range 4 West of the Gila and Salt River Base and Meridian.

NOTICE IS HEREBY GIVEN that the City of Buckeye City Council, upon recommendation from the Planning and Zoning Commission, will hold a public hearing on Tuesday, September 20, 2022 in the City Council Chambers, 530 E Monroe Avenue, Buckeye, Arizona, at 6:00 p.m., for the purpose of hearing all persons for or against the above reference request.

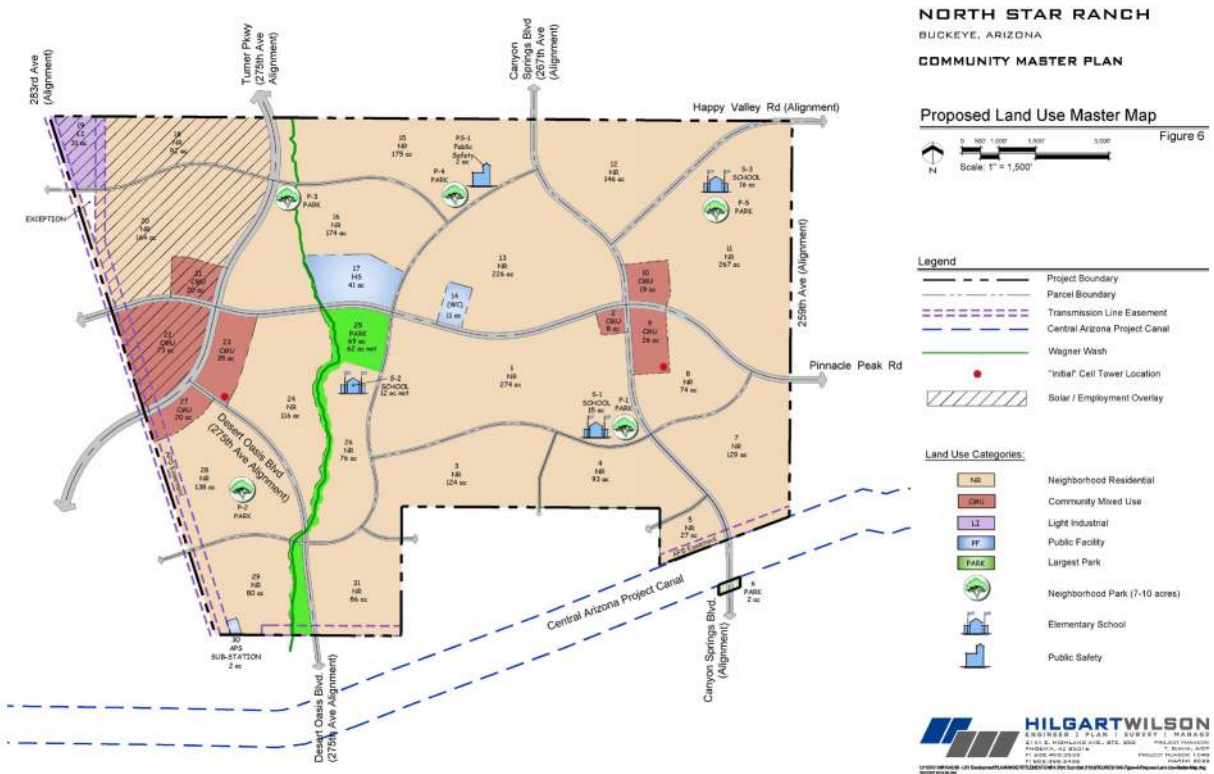
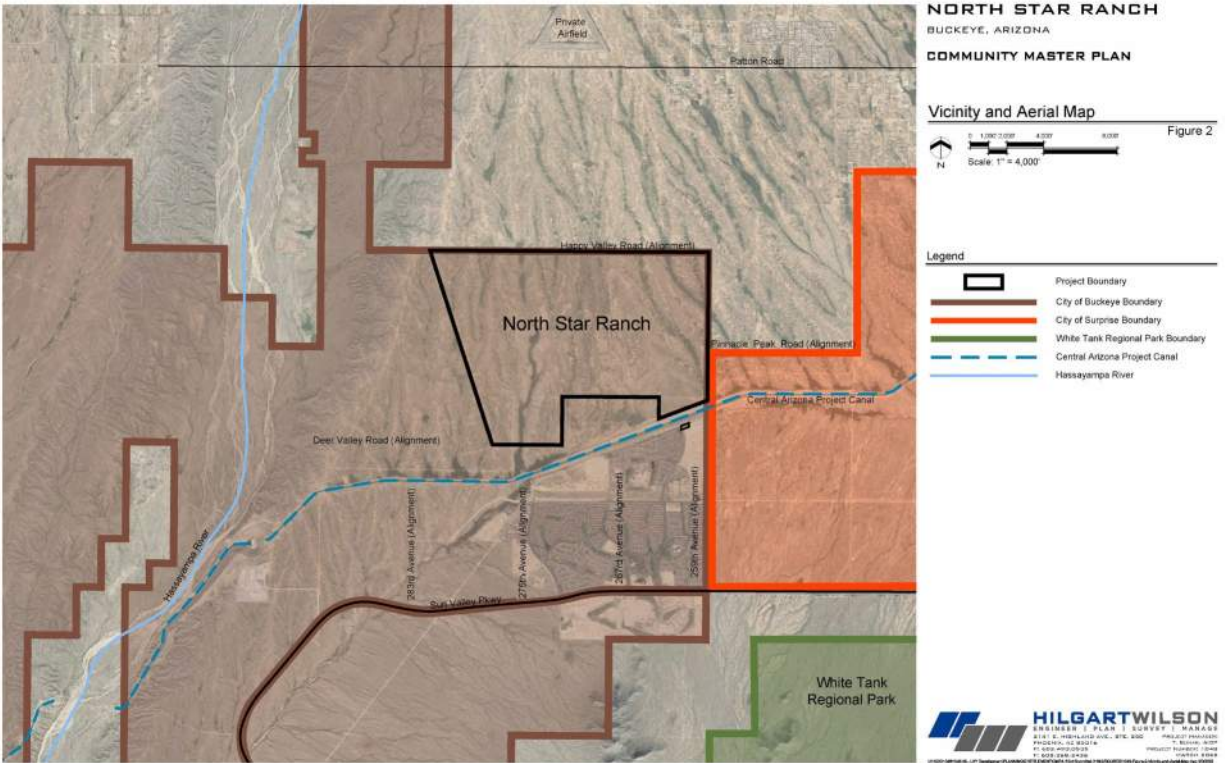
If you are unable to attend the meeting, but would like to learn more about the proposal or express any interest or concerns, you are encouraged to contact Toni Bonar at (602) 490-0535 or by email at tbonar@hilgartwilson.com. You may also contact the Development Services Department at (623) 349-6207.

Respectfully submitted,

Toni Bonar, AICP
Project Manager, Land Planning
HILGARTWILSON, LLC

Encl: Figure 2, Vicinity & Aerial Map and Figure 6, Proposed Land Use Master Map

HILGARTWILSON, LLC
2141 E Highland Avenue, Suite 250
Phoenix, Arizona 85016-4736
Phone: 602-490-0535



500 Foot Notice List

Parcel Number	Owner	Mailing Address
503-84-002U	SPOSI CHRISTEN	1119 E BLACKHAWK DR PHOENIX AZ USA 85024
503-84-013U 503-84-064	BM3 HOLDINGS LLC	13047 N 80TH PL SCOTTSDALE AZ USA 85260
503-84-002P 503-84-002V	BOX T RANCH LLC/ETAL	1335 N RECKER RD GILBERT AZ USA 85234
503-83-022F 503-83-022G 503-84-007J 503-84-008G 503-84-008H 503-84-008K 503-84-010B 503-83-022K	USA-BOR	23636 N 7TH ST PHOENIX AZ USA 85024
503-84-002W	ALLODIA LLC/ALLODIA JP LLC	3850 E BASELINE NO 114 MESA AZ USA 85206
503-84-002G 503-84-002J 503-84-002L 503-84-010D 503-84-010E	WEST NARRAMORE RANCH LLC	3850 E BASELINE RD STE 114 MESA AZ USA 85206
503-83-022D 503-83-022L	OLD WESTBURY LAND AND CATTLE COMPANY LLC	8432 E SHEA BLVD NO 100 SCOTTSDALE AZ USA 85260
503-84-013V	ARIZONA PUBLIC SERVICE COMPANY	P O BOX 53999 MS 9565 PHOENIX AZ USA 85072
510-05-835	RABENOLD STEPHEN C/KATHLY L	21909 N 261ST AVE BUCKEYE AZ USA 85396
510-12-415	BLOXHAM SKYLER L/SOLIS ANASTRID	21920 N 260TH LN BUCKEYE AZ USA 85396
510-12-413	STRODE ANTHONY W/ROCHELLE	21923 N 260TH LN BUCKEYE AZ USA 85396
510-05-836	TRUDGIAN WILLIAM/KATHLEEN L	21925 N 261ST AVE BUCKEYE AZ USA 85396
503-91-492	RICHARD AND COLLEEN SIMON FAMILY LIVING TRUST	21931 N 260TH LN BUCKEYE AZ USA 85396
503-91-520	JONES CHRIS S/DROKE COURTNEY ELIZABETH	21936 N 260TH LN BUCKEYE AZ USA 85396
503-91-493	FOSTER DARNELL AARON	21939 N 260TH LN BUCKEYE AZ USA 85396
503-91-519	KAYE CHRISTIAN R	21942 N 260TH LN BUCKEYE AZ USA 85396
503-91-494	IRETON EDWARD JOHN IV/JENNIFER MARIA	21947 N 260TH LN BUCKEYE AZ USA 85396
510-05-837	STEAD STEPHANIE	21949 N 261ST AVE BUCKEYE AZ USA 85396
503-91-518	HUTTER JASLYN	21950 N 260TH LN BUCKEYE AZ USA 85396
503-91-517	TURNER KEENAN L	21958 N 260TH LN BUCKEYE AZ USA 85396
503-91-495	FERGUSON FAMILY TRUST	21963 N 260TH LN BUCKEYE AZ USA 85396
510-05-663	PAULA L BERGESON LIVING TRUST	22005 N 261ST LN BUCKEYE AZ USA 85396
510-05-664	LINDA L AND LYNN J MARTIN LIVING TRUST	22013 N 261ST LN BUCKEYE AZ USA 85396
503-91-509	EVERETT ALYSSA/AARON	25932 W SANDS DR BUCKEYE AZ USA 85396
503-91-510	HOLLINS DAMON/PATRICE	25940 W SANDS DR BUCKEYE AZ USA 85396
503-91-600	MILLER VANESSA/SOTO MANUEL	25942 W LOUISE DR BUCKEYE AZ USA 85396
503-91-501	COPENHAVER KODY G	25945 W SANDS DR BUCKEYE AZ USA 85396
503-91-511	DOWNEY TYLER AUSTIN/LOGAN DANIELLE	25948 W SANDS DR BUCKEYE AZ USA 85396
503-91-500	RODRIGUEZ OMAR RUVALCABA/DOMINGO/REVALCABA JASMINE/DE RODRIGUEZ MARIA ELENA QUIJADA	25951 W SANDS DR BUCKEYE AZ USA 85396
503-91-512	DUNN ALEXIS N/DALTON	25956 W SANDS DR BUCKEYE AZ USA 85396
503-91-601	DERONDE GARRIN R/ASHLEY NICOLE	25958 W LOUISE DR BUCKEYE AZ USA 85396
503-91-499	HERNANDEZ CINDY E/RUVALCABA ERICK	25959 W SANDS DR BUCKEYE AZ USA 85396
503-91-513	BREWER JAMES I/MARKEDA	25964 W SANDS DR BUCKEYE AZ USA 85396
503-91-602	ANDERSON BONITA DENISE	25966 W LOUISE DR BUCKEYE AZ USA 85396
503-91-498	VALENTINE MARISSA EILEEN/JACOB J	25967 W SANDS DR BUCKEYE AZ USA 85396
503-91-514	LIVELY CHASE BARRET/HASEMAN ASHLEY GRAHAM	25972 W SANDS DR BUCKEYE AZ USA 85396
503-91-575	BUMANGLAG RYAN D	25974 W TINA LN BUCKEYE AZ USA 85396
503-91-497	DOCKINS DIANGELO SHANITA/STEPHANIE	25975 W SANDS DR BUCKEYE AZ USA 85396
503-91-603	OCANA MIGUEL ANGEL KUMAR	25976 W LOUISE DR BUCKEYE AZ USA 85396
503-91-515	CORTEZ SYLVIA/MARIO	25980 W SANDS DR BUCKEYE AZ USA 85396
503-91-604	MARQUEZ HECTOR/CHRISTINE M	25982 W LOUISE DR BUCKEYE AZ USA 85396
503-91-496	KELLEY JENNIFER/SPENCER	25983 W SANDS DR BUCKEYE AZ USA 85396
503-91-516	COLON MICHAEL J/KIMBERLY MARIE	25988 W SANDS DR BUCKEYE AZ USA 85396
510-05-726	ANDERSON PAUL M/JANET L	26122 W VIA DEL SOL DR BUCKEYE AZ USA 85396
510-05-727	SCRUGGS ELIZABETH	26126 W VIA DEL SOL DR BUCKEYE AZ USA 85396
510-05-660	CORSI NEIL A/WENDY J	26128 W TINA LN BUCKEYE AZ USA 85396
510-05-725	WELCH MICHAEL D/MARILEE J	26129 W TINA LN BUCKEYE AZ USA 85396
510-05-661	M DEAL TRUST	26136 W TINA LN BUCKEYE AZ USA 85396
510-05-662	FOG STEVEN J/CHARLENE V	26144 W TINA LN BUCKEYE AZ USA 85396
510-05-724	JUDY AND RICHARD ANNIBAL LIVING TRUST	26145 W TINA LN BUCKEYE AZ USA 85396
510-05-723	BLANCHARD KENNETH R/SUSAN K	26153 W TINA LN BUCKEYE AZ USA 85396
510-05-703	JAMES GEADES AND J LORRAINE KINKADE LIVING TRUST	26168 W TINA LN BUCKEYE AZ USA 85396
510-05-722	SALEM MICHAEL D JR/MARY K	26169 W TINA LN BUCKEYE AZ USA 85396

510-05-665	RONALD R MARIANI AND MARY H MARIANI REVOCABLE TRUST	26172 W LOUISE DR BUCKEYE AZ USA 85396
510-05-702	EDWIN J AND EUNMI P MILLER TRUST	26175 W LOUISE DR BUCKEYE AZ USA 85396
510-05-704	ALARID JOSEPH M/CAROLE A	26175 W TINA LN BUCKEYE AZ USA 85396
510-05-666	WALCOTT FAMILY REVOCABLE LIVING TRUST	26180 W LOUISE DR BUCKEYE AZ USA 85396
510-05-701	YOCKEY ALBERT NEIL/DONNA MICHELLE	26183 W LOUISE DR BUCKEYE AZ USA 85396
510-05-667	AIBINDER FAMILY TRUST	26188 W LOUISE DR BUCKEYE AZ USA 85396
510-12-414	RYAN REVOCABLE FAMILY TRUST	3529 W HAMPTON DR NW MARIETTA GA USA 30064-1773
-	Arizona State Land Department	1616 WEST ADAMS ST PHOENIX, AZ 85007
-	Bureau of Land Management	1 NORTH CENTRAL AVE SUITE 800 PHOENIX AZ 85004

HOA's and Interested Parties

Parcel Number	Owner	Mailing Address
-	SUN CITY FESTIVAL COMMUNITY ASSOCIATION INC	1600 W BROADWAY RD SUITE 200 TEMPE AZ USA 85282
-	FESTIVAL FOOTHILLS COMMUNITY ASSOCIATION INC	16767 N PERIMETER DR SUITE 100 SCOTTSDALE AZ USA 85260
-	WICKENBURG UNIFIED SCHOOL DISTRICT c/o DR. HOWARD CARLSON	40 W YAVAPAI ST WICKENBURG AZ 85390
-	ST ARNAUD SHERI	21727 N 262ND LN BUCKEYE AZ 85396
-	MARICOPA COUNTY PLANNING & DEVELOPMENT DEPARTMENT	301 WEST JEFFERSON ST PHOENIX AZ 85003
-	CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT	16000 N CIVIC CENTER PLACE SURPRISE AZ 85374

Format for Publication

City of Buckeye

NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, August 23, 2022 in the City Council Chambers, 530 E Monroe Avenue, Buckeye, Arizona, at 6:00 p.m., for the purpose of hearing all persons for or against the following request:

Case No. PLZZ-21-00028: Request for the approval of a 2,818-acre Community Master Plan Amendment for the North Star Ranch master planned community (previously known as Spurlock Ranch) generally located north of the Central Arizona Project Canal between the Canyon Springs and Desert Oasis Boulevard alignments within Sections 10, 13, 14 and 15 of Township 4 North, Range 4 West of the Gila and Salt River Base and Meridian.

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For additional information, please contact the Development Services Department at (623) 349-6207.

Rooms For Rent

Private furnished room, full size bath, no smoking, quite, Central PHX. 480-220-1894

Automotive Wheels

best deal for you...

Autos Wanted

ATTENTION!

Buyer of any & all vehicles/RV's, free impounds, free removal of junk cars, no title, running or not. 480-238-5555

\$5 Cash For Junk! \$5

Running or Not, Title or No Title, Pay up \$10,000, Cash On The Spot! 702-335-1994

\$5 Fast Cash! \$5

I CAN BEAT ANY OTHER OFFERS! CASH ON THE SPOT FOR CARS & TRUCKS. 480-919-5819

I BUY JUNK CARS

Disabled-Wrecked I pick up \$150 - \$2500 480-822-9672

\$5 Speedy Cash! \$5

No Keys, No Titles, running or not pay up to \$10,000 cash. 480-570-4591

Cars

1999 MERCEDES BENZ SLK320 Compressor. Rated very good. \$7,631 mi. Autobook.com High market value, \$14,888 - average market value \$11,875. Call 480-773-6137 Mesa

Classic and Antique

SUV

MITSUBISHI OUTLANDER GT '14

White pearl, cream puff loaded! \$20,350. Call: 623-966-9977

Vans

HONDA ODYSSEY 2004

132k miles, very good cond. \$5500. Call 623-935-5256

2014 Toyota Sienna Van XLE Premium

Mini Van, 8 passenger, 45,000 mi, exc cond, 1 yr warranty on engine from Toyota, \$29,000. 602-747-9225

Vehicles Recreation

RVs, motorcycles, etc.

Recreational Vehicle

RV Camper and Trailers

2016 Thor Four Winds RV, 29,000 mil., clean, new mattress, w/10 Trilon engine, \$42,500. Call Jerry, LV. mess. 602-910-4500

Make your next yard sale

Your Source

Public Notices

for the latest...

Legal Notices

Case No. PB2022-00314

NOTICE OF INITIAL HEARING REGARDING: PETITION FOR APPOINTMENT OF GUARDIAN WITH INFANT MENTAL HEALTH AUTHORITY

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

PROBATE COURT ADMINISTRATION

ERNESTJEAN SANDERS

WARNING

This is a legal notice; your rights may be affected. [Este es un aviso legal. Sus derechos podrian ser afectados.]

You are not required to attend this hearing. However, if you oppose any of the relief requested in the petition that accompanies this notice, you must file with the court a written response at least 7 calendar days before the hearing date OR you or your attorney must attend the hearing by following the instructions provided in this notice.

Any written response must comply with Rule 15(e) of the Arizona Rules of Probate Procedure. If you do not file a timely response or attend the hearing:

(1) the court may grant the relief requested in the petition without further proceedings; and

(2) you will not receive additional notices of court proceedings relating to the petition unless you file a Demand for Notice pursuant to Title 14, Arizona Revised Statutes.

1. Notice is given that BRIAN J. THEUT has filed the following: PETITION FOR APPOINTMENT OF GUARDIAN WITH INFANT MENTAL HEALTH AUTHORITY

2. COURT HEARING: An initial hearing has been scheduled to consider the Petition as follows:

DATE and TIME: Wednesday, August 31, 2022 at 9:30 AM.

JUDICIAL OFFICER: COMMISSIONER MELODY HARMON

PLACE: 101 W. JEFFERSON STREET, PHOENIX, AZ 85003 COURTROOM 51A

TELEPHONE NO: 480-373-4754

If you have copies of filed documents or proposed form(s) of order, they should be provided to Commissioner Palmer's division of the location listed above.

Any interested person, including the Petitioner and the Petitioner's attorney, may attend the Initial Hearing virtually unless the Court has specifically ordered that person to attend the hearing in person. To attend the hearing virtually, use Court Connect as described in Section 3 below. If the Court has specifically ordered you to attend the Initial Hearing in person, you must do so by appearing at the location listed above at the time of the Initial Hearing.

Legal Notices

NOTICE OF PUBLIC HEARING

CITY OF TOLLESSEN CITY COUNCIL

NOTICE IS HEREBY GIVEN that the City of Tolleson Mayor and Council will conduct a PUBLIC HEARING during a Regular City Council Meeting scheduled on TUESDAY, AUGUST 23, 2022 beginning at 6:00 P.M. via Zoom Conference at <https://us02web.zoom.us/j/8439720804> or via telephone at 1-255-215-8782 (Meeting ID: 843 972 0804), for the purpose of:

Soliciting comments from interested parties in reference to Site Plan Application #22040004 as submitted by Carolyn Oberholzer with Bergin, Frakes, Smalley & Oberholzer (BFSO), on behalf of the owner, 99VB LLC, for a 4,450 sq. ft. convenience store with restaurant and gas sales to be located at the southwest corner of 99th Avenue and Van Buren Street in Tolleson, AZ. The

Legal Notices

QUALIFICATIONS WILL BE NOT ACCEPTED

PROJECT REFERENCE FORMS:

The Project Reference Forms (PRF) must be emailed on or before the SOQ submittal date and time. PRFs received after the date and time specified will not be accepted. Please see form instructions (Attachment 2).

INTERVIEW DATE: Consultants invited to interview for this project must be available on the tentative dates as specified. Interviews the week of October 17, 2022.

Pub: Aug 5, 12, 2022

City of Buckeye

NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, August 23, 2022 in the City Council Chambers, 530 E. Monroe Avenue, Buckeye, Arizona, at 6:00 p.m., for the purpose of hearing all persons for or against the following request:

Case No. PLZZ-21-00028: Request for the approval of a 2.018-acre Community Master Plan Amendment for the North Star Ranch master planned community (previously known as Spurlock Ranch) generally located north of the Central Arizona Project Canal between the Canyon Springs and Desert Oasis Boulevard alignments within Sections 10, 13, 14 and 15 of Township 4 North, Range 4 West of the Gila and Salt River Base and Meridian.

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For additional information, please contact the Development Services Department at (602) 348-6207.

Pub: Aug 5, 2022

LEGAL NOTICE

The Arizona Department of Health Services (ADHS) is requesting Proposals for the following solicitation: BPAM00079 Detection and Mitigation of COVID-19 in Confinement Facilities

A copy of the Request for Proposal (RFP) may be obtained by visiting <https://app.az.gov> or by email at procurement@adhs.gov or 1-800-367-8739 (TDD).

Pub: Aug 5, 2022

LEGAL NOTICE

The Arizona Lottery has issued Solicitation No. BPAM004743 for Lottery Ticket Counter Tempered Glass. Proposals are due on August 19 at 3:00 P.M. MST. For details call 602-542-5511 or visit <https://app.az.gov>.

Pub: Aug 5, 2022

FINDING WORK

SHOULDN'T BE WORK.

ACENTRAL.COM | FRIDAY, AUGUST 5, 2022 | 118

Legal Notices

LEGAL NOTICE

The Arizona State Procurement Office, on behalf of the Arizona State Trust Land (ASLT), has issued a Request for Proposal (RFP) No. BPAM004733. ASLT is responsible for maintaining the integrity of State Trust Land to keep areas free from debris and potential hazards (environmental and otherwise). Lands are often a site for illegal dumping of trash and various debris. ASLT requires vendors available to assist with litter clean ups and disposals on State Trust Lands. ASLT intends to establish a term Contract for a scheduled and call-out litterdumping pick-up and disposal services on State Trust Land.

To view a copy of the Official RFP, including all the details, interested parties should go to <https://app.az.gov>. You must be registered in Arizona Procurement Portal (APP) to submit a proposal. Proposals must be received in APP no later than date time as indicated in APP.

Pub: Aug 5, 2022

CITY OF BUCKEYE, ARIZONA

INVITATION FOR BID (IFB)

No. 2022024

PUBLIC NOTICE

The City of Buckeye is seeking sealed bids from qualified contractors for The Chamber of Commerce Building finishes upgrade. Bids for IFB 2022024 Chamber of Commerce Finishes Upgrade shall be due by August 19, 2022 at 3:00 p.m., MST.

Contractors wishing to submit a Bid may obtain the IFB packet by contacting the City of Buckeye, Pat Glasmonn at patglasmonn@buckeyeaz.gov or 602-348-6773. IFB Packets may also be downloaded at <https://www.buckeyeaz.gov/business/Construction-Contracting/IFB-solicitations>.

Pub: July 29, Aug 5, 2022

270

AFFIDAVIT OF SIGN POSTING
City of Buckeye

Case No: PLZZ-21-00028

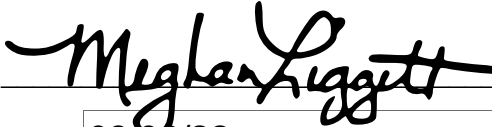
Project Name: _____

Applicant Name: HILGARTWILSON

Location: Canyon Springs & Desert Oasis

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearing in the City of Buckeye shall post signs as Prescribed by the "City of Buckeye Site Posting Requirements." **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to update the hearing information on the sign until the final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within 10 days after final disposition of the case.**

I confirm that the site has been posted as detailed by the City of Buckeye Site Posting Requirements for the case above and the site was posted at least fifteen (15) prior to the public hearing.

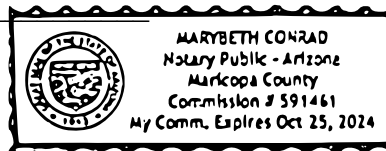
Applicant's/Representative's signature: 

SUBSCRIBED AND SWORN before me on 08/02/22

Notary Public:



My Commission Expires:



10-25-24

City of Buckeye
PUBLIC HEARING

Planning and Zoning Commission: August 23, 2022 @ 6:00 P.M.
City Council: September 20, 2022 @ 6:00 P.M.

LOCATION OF HEARINGS: City Council Chambers,
530 East Monroe Avenue, Buckeye, AZ

REQUEST: North Star Ranch Community Master Plan Amendment
(previously known as Spurlock Ranch).

PROPOSAL: North Star Ranch is envisioned as a comprehensive and balanced master planned community that will provide diverse housing and lifestyle opportunities complemented by connected and cohesive parks and open space system and supported by retail and employment centers to serve Community residents.

GENERAL LOCATION: North of Central Arizona Project Canal between
Canyon Springs and Desert Oasis Boulevard alignments.

SIZE: 2,818 acres

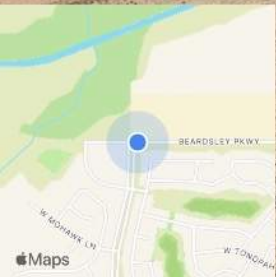
CASE #: PLZZ-21-00028

APPLICANT CONTACT: Toni Bonar- HILGARTWILSON
PHONE #: 602-490-0535

DEVELOPMENT SERVICES DEPARTMENT

623-349-6207

Posting Date: 8/2/2022



Aug 02, 2022 08:20AM
Beardsley Pkwy
Maricopa County

City of Buckeye
PUBLIC HEARING

Planning and Zoning Commission: August 23, 2022 @ 6:00 P.M.

City Council: September 20, 2022 @ 6:00 P.M.

LOCATION OF HEARINGS: City Council Chambers,
530 East Monroe Avenue, Buckeye, AZ

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CASE #: PLZZ-21-00028

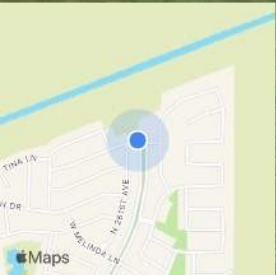
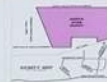
APPLICANT CONTACT: Toni Bonar- HILGARTWILSON

PHONE #: 602-490-0535

DEVELOPMENT SERVICES DEPARTMENT

623-349-6207

Posting Date: 8/2/2022



Aug 02, 2022 09:17AM
26128 W Tina Ln
Maricopa County

PUBLIC COMMENT

NORTH STAR RANCH PUBLIC COMMENT

Date	Property Owner or other Interested Party	Email/Phone Number	Source of Contact	APN	Owner Address	Comment/Concern	Response
8/8/2022	Christen Sposi	602-505-2393	Phone call.	503-84-002U 503-84-002T	1119 E Blackhawk Dr Phoenix, AZ 85024	1) Wanted to know which meeting she should attend so she could learn more about the project. 2) Wanted to be sure she still had access to her 20-ac property that is located between North Star and the CAP.	1) Explained Planning Commission and City Council functions and that either one would provide information on the project. 2) Explained collector streets will provide access to the parcel located south of North Star Ranch and the CAP.
8/16/2022	Steve Rabenold	928-501-9984	Phone call.	510-05-835	21909 N 261st Ave, Buckeye, AZ 85396	1) Mostly want to know what is happening. 2) Will there be signals. 3) How large is the project. 4) Dirt hauling for the bridge starts about 2 AM.	Responded to his questions during the phone call.
8/15/2022	Kent Pace	480-424-3438	Email.	503-84-002G 503-84-002J 503-84-002L 503-84-002D 503-84-002E	3850 E Baseline Road Suite 114 Mesa, AZ 85206	1) Did not receive letter. Neighbor provided a copy. 2) Describe brief description on changes. 3) Requested a digital copy of the submittal. 4) Offered to speak in support of the project.	Sent an email response with a summary of CMP changes, sent a digital copy of the CMP, and that the owner/developer wants to reach out to him after he returns from his travels.

North Star Ranch

PLZZ-21-00.028

Notifications for:

City Council – December 19, 2023

THE ARIZONA REPUBLIC

PO Box 194, Phoenix, Arizona 85001-0194

Phone 1-602-444-7315

Fax 1-877-943-0443

This is not an invoice

PNI-Arizona Republic

AFFIDAVIT OF PUBLICATION

HILGARTWILSON
2141 E HIGHLAND AVE # 250
PHOENIX, AZ 85016-4787

This is not an invoice

Order # 0005862983 # of Affidavits 1

P.O #

Issues Dated:

12/03/23

STATE OF WISCONSIN }
COUNTY OF BROWN } SS.

I, being first duly sworn, upon oath
deposes and says: That I am the legal
clerk of the Arizona Republic, a newspaper
of general circulation in the counties of
Maricopa, Coconino, Pima and Pinal, in
the State of Arizona, published weekly
at Phoenix, Arizona, and that the copy
hereto attached is a true copy of the
advertisement published in the said
paper in the issue(s) dated indicated.



Sworn to before me this

3 RD day of
DECEMBER 2023



Notary Public

My Commission expires:

9/9/25

City of Buckeye
NOTICE IS HEREBY GIVEN that the
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19, 2023, in the City Council Chambers,
530 E Monroe Avenue, Buckeye,
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hearing all persons for or against the
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Case No. PL27-21-00208: Request for
the approval of a 2,818-acre Community
Master Plan Amendment for the North
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Arizona Project Canal between the
Canyon Serinas and Desert Oasis Bou-
levard alignments within Sections 10,
13, 14 and 15 of Township 4 North,
Range 4 West of the Gila and Salt River
Base and Meridian.
For additional information, please con-
tact the Development Services Depart-
ment at (623) 349-6267.
Pub: Dec 3, 2023

VICKY FELTY
Notary Public
State of Wisconsin

Affidavit of Mailing Notice

Case Number: PLZZ-21-00028
Project Name: North Star Ranch CMP Amendment
Applicant Name: Toni Bonar
Location: North of CAP Canal between Desert Oasis Blvd & Canyon Springs Blvd alignments

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: Toni Bonar

SUBSCRIBED AND SWORN before me this 01 day of December, 2023, by:

[Signature]
Notary Public



My Commission Expires:

01/12/2025

AFFIDAVIT OF SIGN POSTING
City of Buckeye

Case No: PLZZ-21-00028
Project Name: _____
Applicant Name: Hilgart Wilson
Location: Canyon Springs & Desert Oasis

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearing in the City of Buckeye shall post signs as Prescribed by the "City of Buckeye Site Posting Requirements." **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to update the hearing information on the sign until the final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within 10 days after final disposition of the case.**

I confirm that the site has been posted as detailed by the City of Buckeye Site Posting Requirements for the case above and the site was posted at least fifteen (15) prior to the public hearing.

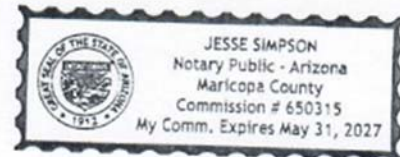
Applicant's/Representative's signature: _____

SUBSCRIBED AND SWORN before me on 11/30/23

Notary Public: _____

My Commission Expires: _____

5/31/27



WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 52-23

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN AMENDMENT TO THE SPURLOCK RANCH COMMUNITY MASTER PLAN AS DESCRIBED IN CASE NUMBER PLZZ-21-00028; APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BUCKEYE, ARIZONA AND FESTIVAL RANCH NORTH, LLC, CONCERNING THE DEVELOPMENT OF THE PROPERTY; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT.

WHEREAS, the City of Buckeye ("City") Development Code requires that approval of a Community Master Plan ("CMP") or a Major Amendment to a Community Master Plan be adopted by the Mayor and City Council as part of an approved development agreement between the City and the appropriate party(ies); and

WHEREAS, the City is authorized by Ariz. Rev. Stat. § 9-500.05 to enter into development agreements; and

WHEREAS, the proposed Amendment to the Spurlock Ranch CMP for the development known as North Star Ranch, Case No. PLZZ-21-00028, applies to approximately 2,818 acres of real property legally described in Exhibit A, and depicted in Exhibit B, both of which are attached hereto; and

WHEREAS, the proposed Amendment to the Spurlock Ranch CMP for the development known as North Star Ranch, Case No. PLZZ-21-00028, was properly noticed for public hearings, and the necessary hearings were conducted on September 13, 2022 and December 19, 2023; and

WHEREAS, the proposed CMP Amendment will enhance the welfare of the community by providing additional development and infrastructure within the City in an area approximately 2 miles north of the intersection of Sun Valley Parkway and Canyon Springs Boulevard, and will not depreciate surrounding property values, and is in harmony with the purposes and intent of the City Development Code and the General Plan; and

WHEREAS, the City of Buckeye Planning & Zoning Commission held a public hearing on September 13, 2022, and recommended approval of this CMP Amendment.

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

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

Section 2. The Amendment to the Spurlock Ranch CMP for the development known as North Star Ranch set forth in Case PLZZ-21-00028, is hereby approved, subject to the conditions of approval attached hereto as **Exhibit C**, incorporated herein by this express reference.

Section 3. The North Star Ranch Development Agreement dated December 19, 2023 between the City of Buckeye, and Arizona municipal corporation and Festival Ranch North, LLC, a Delaware limited liability company, is hereby approved in substantially the form and substance on file with the City Clerk.

Section 4. The Mayor is authorized to sign the Development Agreement, and the Mayor, City Manager, City Clerk, and the City Attorney are hereby authorized and directed to take all steps to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 19th day of December, 2023.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**EXHIBIT A
TO
ORDINANCE 52-23**

[Legal Description]

(See Following Pages)

EXHIBIT A

NORTH STAR RANCH OVERALL BOUNDARY LEGAL DESCRIPTION

PARCEL 1

A portion of land being situated within Sections 10, 11, 12, 13, 14 and 15, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a 3-1/2" GLO brass cap stamped "T4N R4W S12 S13 R3W S7 S18 1915", 1.2' above ground accepted as the Northeast corner of said Section 13 from which a 2-1/2" GLO brass cap stamped "1/4 S13 S18 1915", 1.2' above ground accepted as the East quarter corner of said Section 13 bears South 00°25'40" West, 2641.37 feet;

Thence South 00°25'40" West, 2641.37 feet along the east line of the Northeast quarter of said Section 13 to the East quarter corner of said Section 13;

Thence South 00°24'51" West, 152.51 feet along the east line of the Southeast quarter of said Section 13 to the northwesterly right of way line of the Central Arizona Project Canal;

Thence departing said east line, South 69°27'46" West, 2828.86 feet along said northwesterly right of way line to the west line of the Southeast quarter of said Section 13;

Thence departing said northwesterly right of way line, North 00°24'09" East, 1163.25 feet along said west line to the Northwest corner of the Southeast quarter of said Section 13;

Thence North 89°36'15" West, 2639.63 feet along the south line of the Northwest quarter of said Section 13 to the quarter corner common to said Sections 13 and 14;

Thence North 89°38'22" West, 2636.45 feet along the south line of the Northeast quarter of said Section 14 to the Southwest corner of the Northeast quarter of said Section 14;

Thence South 00°20'25" West, 2643.59 feet along the east line of the Southwest quarter of said Section 14 to the Southeast corner of the Southwest quarter of said Section 14;

Thence North $89^{\circ}36'21''$ West, 2645.12 feet along the south line of the Southwest quarter of said Section 14, to the Southwest corner of said Section 14, also being the Southeast corner of said Section 15;

Thence North $89^{\circ}35'43''$ West, 1145.85 feet along the south line of the Southeast quarter of said Section 15 to the centerline of an existing Western Area Power Administration (WAPA) transmission right of way recorded as Document No. 93-0411440, records of Maricopa County, Arizona;

Thence departing said south line, North $17^{\circ}45'50''$ West, 4768.27 feet along said centerline;

Thence North $17^{\circ}46'42''$ West, 791.42 feet along said centerline to a point on the south line of the Southwest quarter of said Section 10, from which the South quarter corner of said Section 10 bears South $89^{\circ}33'57''$ East, a distance of 237.18 feet;

Thence departing said south line and continuing North $17^{\circ}46'42''$ West, 5560.82 feet along said centerline to the north line of the Northwest quarter of said Section 10;

Thence departing said centerline, South $89^{\circ}40'31''$ East, 1970.94 feet along last said north line to the North quarter corner of said Section 10;

Thence South $89^{\circ}34'28''$ East, 2642.40 feet along the north line of the Northeast quarter of said Section 10 to the Northeast corner of said Section 10, also being the Northwest corner of said Section 11;

Thence South $89^{\circ}35'52''$ East, 2640.04 feet along the north line of the Northwest quarter of said Section 11 to the North quarter corner of said Section 11;

Thence South $89^{\circ}37'41''$ East, 2640.48 feet along the north line of the Northeast quarter of said Section 11 to the Northeast corner of said Section 11, also being the Northwest corner of said Section 12;

Thence South $89^{\circ}32'10''$ East, 2639.32 feet along the north line of the Northwest quarter of said Section 12 to the North quarter corner of said Section 12;

Thence South $89^{\circ}41'47''$ East, 2642.01 feet along the north line of the Northeast quarter of said Section 12 to the Northeast corner of said Section 12;

Thence South $00^{\circ}24'59''$ West, 2640.48 feet along the east line of the Northeast quarter of said Section 12 to the East quarter corner of said Section 12;

Thence South $00^{\circ}22'12''$ West, 2642.19 feet along the east line of the Southeast quarter of said Section 12 to the **POINT OF BEGINNING**;

TOGETHER WITH:**PARCEL 2**

A portion of land being situated within the Southeast quarter of Section 13, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a 2-1/2" GLO brass cap stamped "1/4 S13 S18 1915", 1.2' above ground accepted as the East quarter corner of said Section 13 from which a 3-1/2" GLO brass cap stamped "T4N R4W S12 S13 R3W S7 S18 1915", 1.2' above ground accepted as the Northeast corner of said Section 13 bears North 00°25'40" East, 2641.37 feet;

Thence South 00°24'51" West, 1009.15 feet along the east line of the Southeast quarter of said Section 13 to the southeasterly right of way line of the Central Arizona Project Canal;

Thence departing said east line, South 69°27'46" West, 1067.33 feet along said southeasterly right of way line to the **POINT OF BEGINNING**;

Thence departing said southeasterly right of way line, South 00°00'00" East, 213.57 feet;

Thence South 69°27'46" West, 464.53 feet along a line that is 200.00 feet southeasterly of and parallel with said southeasterly right of way line;

Thence North 00°00'00" East, 213.57 feet to said southeasterly right of way line;

Thence North 69°27'46" East, 464.53 feet along said southeasterly right of way line to the **POINT OF BEGINNING**.

EXCEPT:

That portion of land being situated within the Northwest quarter of Section 10, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a 2-1/2" GLO brass cap stamped "T4N R4W S3 S4 S9 S10 1916", 1.2' above ground accepted as the Northwest corner of said Section 10 from which a 2-1/2" GLO brass cap leaning northwesterly, stamped "1/4 S13 S10 1916", 1.7' above ground accepted as the North quarter corner of said Section 10 bears South 89°40'31" East, 2638.45 feet,

Thence South 89°40'31" East, 667.51 feet along the north line of the Northwest quarter of said Section 10 to the centerline of an existing Western Area Power Administration

(WAPA) transmission right of way recorded as Document No. 93-0411440, records of Maricopa County, Arizona;

Thence departing said centerline and continuing South 89°40'31" East, 939.65 feet along said north line to the west line of an Arizona Public Service (APS) right of way recorded as Document No. 2009-1197110, records of Maricopa County, Arizona;

Thence departing said north line, South 00°21'04" West, 1534.96 feet along said west line to the **POINT OF BEGINNING**;

Thence continuing South 00°21'04" West, 1013.97 feet along said west line to the easterly line of said WAPA transmission right of way;

Thence departing said west line, North 17°46'42" West, 1066.94 feet along said easterly line;

Thence departing said easterly line, South 89°38'56" East, 331.99 feet to the **POINT OF BEGINNING**.

The above described parcels contain a combined computed area of 122,754,337 sq. ft. (2,818.0518 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

Prepared by: HILGARTWILSON, LLC
 2141 E. Highland Avenue, Suite 250
 Phoenix, AZ 85016
 Project No. 1048
 Date: December 7, 2023

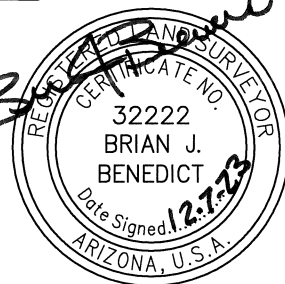
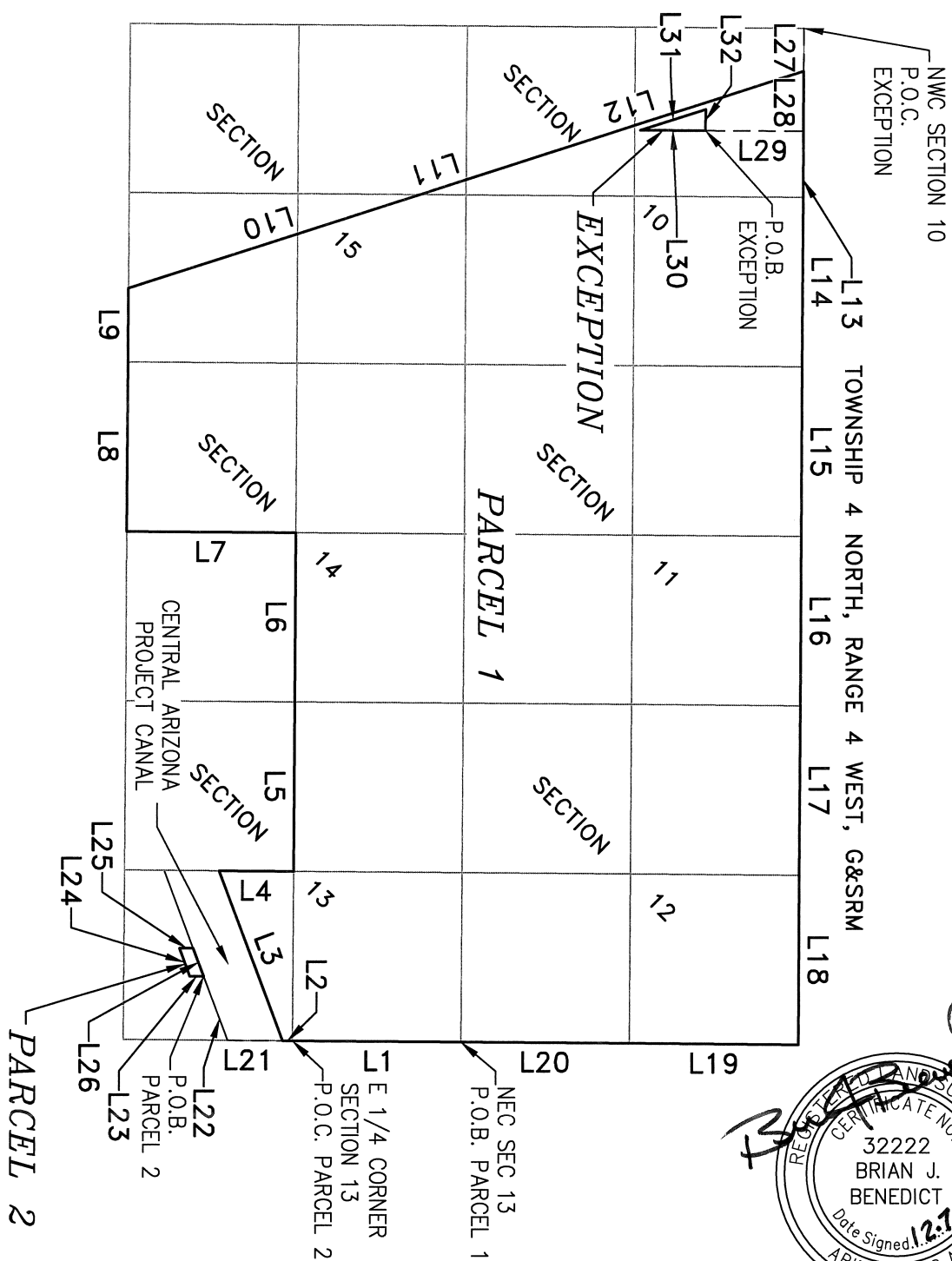


**EXHIBIT B
TO
ORDINANCE 52-23**

[Property Depiction]

(See Following Pages)

EXHIBIT B



PAGE 1 OF 2

PROJ.NO.: 1048
 DATE: JULY 2022
 SCALE: N.T.S.
 DRAWN BY: BJB/GS
 CHECKED BY: BJB

NORTH STAR RANCH
 OVERALL BOUNDARY
 BUCKEYE, ARIZONA

EXHIBIT B


HILGARTWILSON
 2141 E. HIGHLAND AVE., STE. 250
 PHOENIX, AZ 85016
 P: 602.490.0535 / F: 602.368.2436

EXHIBIT B

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°25'40"W	2641.37'
L2	S00°24'51"W	152.51'
L3	S69°27'46"W	2828.86'
L4	N00°24'09"E	1163.25'
L5	N89°36'15"W	2639.63'
L6	N89°38'22"W	2636.45'
L7	S00°20'25"W	2643.59'
L8	N89°36'21"W	2645.12'
L9	N89°35'43"W	1145.85'
L10	N17°45'50"W	4768.27'
L11	N17°46'42"W	791.42'
L12	N17°46'42"W	5560.82'
L13	S89°40'31"E	1970.94'
L14	S89°34'28"E	2642.40'
L15	S89°35'52"E	2640.04'
L16	S89°37'41"E	2640.48'
L17	S89°32'10"E	2639.32'
L18	S89°41'47"E	2642.01'
L19	S00°24'59"W	2640.48'
L20	S00°22'12"W	2642.19'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L21	S00°24'51"W	1009.15'
L22	S69°27'46"W	1067.33'
L23	S00°00'00"E	213.57'
L24	S69°27'46"W	464.53'
L25	N00°00'00"E	213.57'
L26	N69°27'46"E	464.53'
L27	S89°40'31"E	667.51'
L28	S89°40'31"E	939.65'
L29	S00°21'04"W	1534.96'
L30	S00°21'04"W	1013.97'
L31	N17°46'42"W	1066.94'
L32	S89°38'56"E	331.99'



PAGE 2 OF 2

PROJ.NO.: 1048	NORTH STAR RANCH OVERALL BOUNDARY BUCKEYE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: JULY 2022		
SCALE: N.T.S.		
DRAWN BY: BJB/GS		
CHECKED BY: BJB	EXHIBIT B	

**EXHIBIT C
TO
ORDINANCE 52-23**

[Conditions of Approval]

Planning

- a. Development of the property shall be in general conformance to the project narrative report entitled “North Star Ranch Third Community Master Plan Amendment” consisting of 87 pages excluding appendices page count, dated March 4, 2022 and stamped received March 7, 2022, except as modified by the following conditions:
- b. Each phase includes a reasonable amount of open space and amenities, as determined and approved by the Planning Division.
- c. The property owner(s) and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.

Public Works

- d. This subdivision is subject to a Maintenance Improvement District (MID) and in accordance with City of Buckeye Ordinance 42-06. The MID shall be established prior to the recordation of the first Final Plat as determined in the MID guidelines and submitted with the first Final Plat or before.
- e. This subdivision is subject to a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. The SLID shall be established prior to the recordation of the first Final Plat as determined in the SLID guidelines and submitted with the first Final Plat or before.
- f. All trash shall be collected through a City of Buckeye licensed trash hauler, including construction debris. Trash enclosures shall be in accordance with City of Buckeye standards.
- g. In regards to storm drainage, the City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye’s MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

Water Resources

- h. Waterlines are looped with a minimum of two connections to any phase.
- i. Temporary upstream and downstream drainage provisions are provided for any phase to the satisfaction of the City Engineer.

- j. The North Star Ranch Master Water Report review comments provided by City of Buckeye Water Resources Department that were provided to HilgartWilson (the applicant) by email on April 18, 2022 will be addressed and all civil documents approved prior to Preliminary Plat approval.

Fire

- k. All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.
- l. Two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.
- m. Residential developments where the number of dwelling units exceeds 20 shall be provided with two separate and approved fire apparatus access roads.

Engineering - General

- n. Approval of this CMP Amendment is conditioned upon, and will not be effective, until City Council has approved the requisite development agreement approving this CMP Amendment.
- o. Where applicable, no structures may be built on slopes of 15 percent or greater.
- p. The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project.
- q. This subdivision is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat.
- r. All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.
- s. Phasing of public infrastructure shall be subject to a phasing plan as approved by the Development Services Director and City Engineer.
- t. Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.
- u. The Applicant will submit an electronic CAD and GIS file with full construction documents of the development to the City Engineer, Public Works Department, and

GIS Administrator upon Final Plat approval in order to maintain current street records and assist in emergency dispatch and response.

- v. All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five feet. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.
- w. Prior to Final Plat recordation, the City Engineer shall approve all engineering and construction plans and reports for the required infrastructure for the project.
- x. Individual project phases must meet Engineering Design Standard requirements, as may be approved by the City, and including but not limited to water, sewer, drainage, and access requirements.
- y. All utilities must be designed to serve the regional area as described in the CMP Water, Wastewater and Reclaimed Water Master Plans and as approved by the City Engineer.

Engineering - Drainage

- z. Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.
- aa. The Property Owner/Developer must accommodate off-site storm water in the project design plans, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations may not be altered unless there are easements or agreements with adjacent downstream landowners that specifically allow altering the discharge conditions, or as approved by the City.
- bb. The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.
- cc. At the time of improvement plan submittal, the Property Owner/Developer shall provide a comprehensive Drainage Master Plan, which addresses all on-site and off-site drainage requirements and issues. The Drainage Master Plan shall also identify the method by which existing 100-year floodplains will be mitigated.

Engineering - Public Safety

- dd. The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.

- ee. Prior to delivery of any combustible materials to the site for vertical construction, an adequate fire protection system shall be completely operational, with proper fire flow, as approved by the Fire Chief and City Engineer.
- ff. The Property Owner/Developer shall dedicate a two and one half (2.5) to three (3) acre site for a public safety facility, with the precise size, shape and location to be approved by the Fire Chief and City Engineer.

Engineering - Streets

- gg. The Owner/Developer shall submit a Traffic Impact Analysis at the time of Preliminary Plat or Site Plan for review and approval by the City.
- hh. All streets (local, collector, and arterial), sidewalks, parks, and other common areas, as determined by the City Engineer, shall be sufficiently illuminated to ensure the safety and security of persons and property. The City Engineer shall approve all lighting improvements.
- ii. All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment unless otherwise approved by the City.
- jj. Pavement sections for all streets shall be determined in accordance with a City Engineer-approved geotechnical analysis, but shall not be less than the City's minimum requirements.
- kk. Street signs and sign posts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City Engineer.
- ll. Any traffic signals required due to traffic generated by this project shall be installed by the Property Owner/Developer when warranted, as approved by the City. The Property Owner/Developer may enter into a traffic signal reimbursement agreement pursuant to and in accordance with City code requirements that provides for reimbursement from other private property owners for their proportionate share impact based on percentage of traffic generated by each property owner at project buildout or as otherwise mutually agreed. The projected traffic from each contributing property will be determined by a traffic impact analysis prepared by a registered civil engineer and reviewed and approved by the City.
- mm. All traffic signals required within this development are required to be constructed by the Property Owner/Developer when warranted. The Property Owner/Developer may enter into a traffic signal reimbursement agreement pursuant to and in accordance with City code requirements that provides for reimbursement from other private property owners for their proportionate share impact based on percentage of traffic generated by each property owner at project buildout or as

otherwise mutually agreed. The projected traffic from each contributing property will be determined by a traffic impact analysis prepared by a registered civil engineer and reviewed and approved by the City.

- nn. In the event that access to and within a non-residential site located within the project is proven to be a threat to public safety and security, the Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City Engineer and the Development Services Director.
- oo. The Property Owner/Developer shall submit a Map of Dedication (MOD) to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may be requested by the City to be dedicated in advance of development to permit the construction of needed City infrastructure to adjacent sites.
- pp. A bi-directional WB-50 turning diagram is required to be shown for all driveways, drive isles, streets and other access ways. The diagram is required to have a continuous drive path and line segments are not allowed.
- qq. Provide a Transportation Impact Analysis for City review and approval. The TIA needs to cover the entire CMP area.
- rr. The Canyon Springs Bridge is required to be completed prior to the release of any building permits.
- ss. A traffic impact analysis shall be updated on an annual basis by the Owner. This update shall include traffic counts at City approved locations, stop sign warrants, and traffic signal warrants as required by the City.
- tt. The Property Owner/Developer shall dedicate the half-street right of way for Happy Valley Road and may use the Happy Valley Road for offsite drainage conveyance on an interim basis. While the project uses the right of way for drainage, the Property Owner/Developer shall maintain the right of way. The City has the right to construct Happy Valley Road within the right of way at any time.

Engineering - Wastewater

- uu. At the time of Improvement Plan submittal, the Property Owner/Developer shall submit for review and approval a Sewer Master Plan, which provides sizing calculations for all on-site and off-site sewers.
- vv. Prior to Final Plat approval, an effluent irrigation pipe (Purple Pipe) system shall be designed by the Property Owner/Developer and approved by the City Engineer in order to service association maintained landscaping areas, with the exception of smaller landscape areas, landscape areas with low water usage plantings and those landscape areas that are remote and deemed not economically feasible for the extension of Purple Pipe.

- ww. The Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatments and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project.
- xx. Recharge facilities shall be located and constructed in a manner that the majority of potable wells, as determined by the City Engineer, for the project can be permitted as recovery wells.
- yy. Effluent required for recharge or reuse is directly related to the amount of sewer generation from the land.
- zz. All effluent generated by this project is owned by the City.
- aaa. Prior to Final Plat approval, a CMP level Wastewater Master Plan must be provided to the City for review and approval.
- bbb. Prior to Final Plat approval, a CMP level Reclaimed Water Master Plan must be provided to the City for review and approval.

Engineering - Water

- ccc. The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. This includes utilizing non-potable water for construction before using City potable water.
- ddd. To the extent allowed by law, all Type-I Non-irrigation and Irrigation Grandfathered Rights associated with the property shall be properly extinguished and the resulting extinguishment credits conveyed to the City of Buckeye or pledged to the City of Buckeye account at the Arizona Department of Water Resources prior to the issuance of any building permits.
- eee. The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.
- fff. The Property Owner/Developer shall notify the City's Water Resources Department of the location of any registered and unregistered wells on the property and the Property Owner/Developer and the City's Water Resources Department shall meet and confer to determine if the wells are beneficial or whether they shall be abandoned. Wells shall be abandoned by the Property Owner/Developer if the City's Water Resources Department determines that they present a health and safety hazard or are contributing to groundwater contamination and are not able to be rehabilitated, modified, or re-drilled to prevent the health and safety hazard or groundwater contamination. Abandonment of wells shall be performed pursuant to and in compliance with State law and shall be completed prior to the issuance of any building permits

- ggg. Prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all Arizona Department of Water Resources ADWR rules and regulations. In the event the City has been designated an assured water provided prior to Final Plat approval, and the ADWR has not yet issued a Certificate or Certificates of Assured Water Supply for the subdivision, a Certificate or Certificates of Assured Water Supply will not be required by the City. The City may instead require as a condition to Final Plat approval that the Property Owner/Developer provide the City with other evidence demonstrating that there is sufficient volume and quality of water necessary to serve the demands at the subdivision such as a physical availability determination issued by the ADWR along with supporting documentation or that the Property Owner/Developer provide the City with a copy of an analysis of assured water supply, with supporting documentation, issued by the ADWR for the subdivision.
- hhh. Prior to Preliminary/Final Plat/Site Plan approval, the Property Owner/Developer shall submit to the City for review and approval Water Master Plans. In order to provide for water production, the Property Owner/Developer may be required to provide additional sites for production wells and water production site on the Preliminary/Final Plat/Site Plan or at off-site locations.
- iii. In the event the City has been designated by the Arizona Department of Water Resources (ADWR) as having an assured water supply, the Property Owner/Developer has, prior to Final Plat approval and if requested by the City, reduced the volume of its analysis of assured water supply for the subdivision to allow the City to include the relinquished water supply in the City's designation in order that the City may provide water service to the subdivision; provided, however, the Property Owner/Developer may relinquish a portion(s) of its analysis for assured water supply in connection with water service by the City to a Phase or Phases of development of the subdivision if ADWR approves such partial relinquishment and reduction in the analysis volume without negatively impacting the priority of the remaining reserved groundwater under the Property Owner/Developer's analysis of assured water supply. The Property Owner/Developer acknowledges that the City is preparing to submit to ADWR its application for designation as an assured water provider and the Property Owner/Developer agrees to cooperate with and support the City's efforts in processing its designation application. The Property Owner/Developer further agrees that it shall submit to ADWR its request to reduce its analysis, by the volume required to meet the demand of the development included in the designation, as applicable and as requested by the City, upon (1) ADWR's administrative determination that the City's designation application is complete; and (2) written

notice from ADWR to the City that ADWR is prepared to issue its order designating the City as an assured water provider upon submission of any applicable requests to reduce analyses of assured water supply as evidence of physical availability (the foregoing requirements collectively referred to as “Analysis Reduction Requirements”). If prior to the date on which ADWR issues its order designating the City as an assured water provider, the law or ADWR policy and procedure change that affect the above Analysis Reduction Requirements for the Property Owner/Developer, the Property Owner/Developer specifically acknowledges and agrees that the City shall have the right to require the Property Owner/Developer’s compliance with the new law or ADWR policy or procedure and the Property Owner/Developer agrees that it shall perform its obligations in such regard at its sole cost and expense.

- jjj. Prior to Final Plat approval, a CMP level Water Master Plan must be provided to the City for review and approval.

When recorded, return to:

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

NORTH STAR RANCH

DEVELOPMENT AGREEMENT

DATED DECEMBER 19, 2023

BY AND BETWEEN

THE CITY OF BUCKEYE, AN
ARIZONA MUNICIPAL CORPORATION,

AND

FESTIVAL RANCH NORTH, LLC, A
DELAWARE LIMITED LIABILITY COMPANY

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**DEVELOPMENT AGREEMENT
(North Star Ranch)**

1. **Date.** The effective date of this Development Agreement ("**Agreement**") is December 19, 2023 (the "**Effective Date**").

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

CITY OF BUCKEYE, ARIZONA ("**City**")
Attention: Dan Cotterman, City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326

FESTIVAL RANCH NORTH, LLC ("**Owner**")
a Delaware limited liability company
Attention: Larry Yount
5040 E. Shea Blvd., Ste. 254
Scottsdale, AZ 85254

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

3.1. Owner is the owner of approximately 2,818 acres of land located in the City, which land is more particularly described in the attached **Exhibit A** (the "**Land**") and depicted in the attached **Exhibit B**. Pursuant to the General Plan and Land Use District Map of the City, the Land is located in a Planned Community Land Use District.

3.2. On March 29, 2005, the City of Buckeye (formerly the Town of Buckeye) and Owner's predecessor in interest entered into a development agreement in connection with the Land which was recorded on March 30, 2005 in the Official Records of the Maricopa County Recorder at document number 2005-0392717, and later amended by the parties pursuant to the First Amendment to Development Agreement for Spurlock Ranch Community Master Plan on November 21, 2006 and recorded on December 1, 2006 in the Official Records of the Maricopa County Recorder at document number 20061575697 (the foregoing described development agreement and amendment collectively referred to as the "**Former Development Agreement**") The Former Development Agreement has expired by its terms and the City and Owner desire to enter into this Agreement in connection with development of the Land in accordance with the terms and provisions herein set forth.

3.3. On March 15, 2005, the City of Buckeye (formerly the Town of Buckeye) approved a community master plan for the Land (Ordinance No. 16A-05) that set forth the zoning and regulatory framework for Spurlock Ranch master planned community, which was later amended in the First Amendment to Development Agreement for Spurlock Ranch Community Master Plan dated November 21, 2006. ("**Spurlock Ranch CMP**").

3.4. The City of Buckeye (formerly the Town of Buckeye) adopted the 2008 General Plan on January 18, 2008, which reflected a mix of compatible low density, medium density, and

regional commercial land uses within the former Spurlock Ranch CMP. The most recent major general plan amendment update was ratified on August 28, 2018 and is referred to as “Imagine Buckeye 2040 GP.” The Imagine Buckeye 2040 GP changed the land use from the 2008 General Plan within the former Spurlock Ranch CMP area to Master Planned Community. The Master Planned Community Land Use Designation is compatible with all Community Master Plans in the City of Buckeye and allows flexibilities in current and any future land use proposal guided by a series of goals and policies.

3.5. Owner desires to enable development of the Land as a phased planned development and such phasing has been generally described in the North Star Ranch CMP (as defined below) and accepted by the City.

3.6. On March 4, 2022, the Owner submitted for approval a revised application to amend the Spurlock Ranch CMP, including the following documents pertaining to the Land: project narrative; land use, circulation and infrastructure plans; list of permitted uses, recreational amenities and design themes, development standards and review procedures along with the supporting technical studies, which documents are intended by Owner to collectively constitute a Community Master Plan (the “**North Star Ranch CMP**” or “**North Star Ranch**”) pursuant to the City of Buckeye Development Code (the “**Development Code**”).

3.7. City and Owner desire to enter into this Agreement to approve the CMP for the Land pursuant to A.R.S. § 9-500.05 and Section 8.6.3 of the Development Code.

3.8. On December 19, 2023, by Ordinance No. 52-23, (“**Ordinance**”) City approved this Agreement and the CMP.

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.

5. Community Master Plan.

5.1. The North Star Ranch CMP is hereby approved, and the types of uses, together with the densities and intensities of such uses for each development parcel located on the Land as shown in the North Star Ranch CMP, are hereby established. Subject to Section 12 of this Agreement, the North Star Ranch CMP, together with the conditions of approval set forth on **Exhibit C** attached hereto, and any amendments to the North Star Ranch CMP or the conditions, shall control as to any issues not covered by the Development Code or by any other Laws or Regulations. This Agreement shall control as to any inconsistency between the North Star Ranch CMP and this Agreement. This Agreement satisfies Section 8.6.3 of the City Development Code that requires that a Community Master Plan be adopted with a development agreement.

5.2. The Land may be planned and developed in phases (individually “**Phase**” and collectively “**Phases**”). Owner shall have the right to plan and develop more than one Phase at a time, with the location, rate, timing and sequencing to be determined by Owner, provided, however the City may require a different development phasing plan if such location or sequencing determinations by the Owner materially adversely affect the City's ability to provide municipal services to the Phase. Should a development phasing plan pursuant to this Section 5.2 be created

and/or modified, then any such development phasing plan or modification shall not necessitate an amendment to this Agreement, but shall be retained in the City's official file for the Land.

5.3. The City reserves the right to require reasonable dedications of part of the Land for fire stations pursuant to the provisions of this Agreement, open space and other public purposes as part of City's final development approvals in addition to those areas shown on the CMP, subject to Owner's rights under applicable United States and Arizona statutory and case law. Owner represents to the City that it has entered into a school dedication agreement with Wickenburg Unified School District No. 9 that sets forth Owner's commitments to provide school sites within the Land to serve North Star Ranch. If any governmental entity adopts a school impact fee that Owner is obligated to pay which covers the dedication of land, capital costs or related public infrastructure costs for construction of or for the benefit of a public school and which such fee is paid to the City, the parties agree to work in good faith to provide credit, as allowed by law, against the school impact fee to offset such land dedications, capital costs or related public infrastructure costs made by Owner.

6. Laws and Regulations.

6.1. The City of Buckeye Code of Ordinances ("**City Code**"), as amended from time to time, including but not limited to that portion titled the Development Code as well as design, detail, and construction standards adopted by City Council from time to time, shall govern the development of the Land subject to the uses, and development standards, densities and other provisions as provided in the North Star Ranch CMP, as amended. The City must be able to regulate the planning and development of the Land and the construction and installation of improvements on the Land in order to serve the best interests of the City. Consequently, the City reserves the right, exercising its sole and absolute discretion, to amend the existing City Code, the Development Code, or to adopt new laws, rules, regulations and standards of development for the City, whether by ordinance or resolution, or official policies and procedures (all of the foregoing, collectively, and as amended or adopted from time to time, referred to as the "**Laws and Regulations**"). The Laws and Regulations in effect at the time of development and/or the issuance of a permit to construct or make improvements, which includes construction of any public infrastructure required pursuant to this Agreement, shall apply to the Land subject to any provisions within the CMP that conflict with the Laws and Regulations wherein the CMP shall govern. Additionally, the preliminary plat for North Star Ranch Phase 1 (PLZS-21-00134) as approved by the City and subject to all applicable stipulations ("**NSR Phase 1**") is not subject to future changes to the Laws and Regulations for a period of five (5) years from the date of final approval of NSR Phase 1 and may develop as initially approved and subject to all currently applicable Laws and Regulations.

6.2. Notwithstanding the provisions of Section 12 of this Agreement, future Laws and Regulations shall apply to the Land regardless of the impact on the development of the Land, 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.

6.3. Any change to the Laws and Regulations as allowed in this Section 6 shall not discriminate against Owner and the Land, and any change shall be uniformly applied to all similar

land and landowners at such time such land is within the boundaries of City. The applicability of future changes in the Laws and Regulations to the Land will be construed as a condition to development imposed by operation of law and this Agreement shall not convert such conditions and operation of law into a contractual obligation of Owner.

7. Infrastructure.

7.1. The construction and installation of the water and wastewater facilities, public streets and bridges, curbs, gutters, sidewalks and traffic control, directional signs, and other public infrastructure and public facilities on the Land as required by the CMP and the Laws and Regulations (collectively, "**Infrastructure**") shall be subject to and in compliance with the Laws and Regulations. Owner shall cause all the Infrastructure required by the CMP to be constructed and installed at no cost to the City and in accordance with the requirements of this Agreement. To the extent this Agreement does not address the timing of the construction of a portion of the Infrastructure, such Infrastructure may be constructed in segments that correspond to the Phases, if any set forth in the CMP or, if none, as determined by Owner. In the event the City requires infrastructure to be sized or constructed to serve and benefit other off-site property or projects, the cost of constructing such oversized or regional public infrastructure may be reimbursed by the City through (i) a public infrastructure reimbursement agreement in accordance with Chapter 20 of City Code, as may be amended, subject to budgeted and appropriated funding at the time of construction of the oversized regional public infrastructure, or (ii) such other reimbursement mechanism acceptable to the City such as reimbursement through impact fees or a repayment agreement established pursuant to a benefit study prepared in accordance with Sections 20-11-4 through 20-11-7 of the City Code, as may be amended. If a reimbursement agreement with acceptable reimbursement mechanism is not available, then the City will not require oversizing to be constructed by Owner. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by City in connection with the CMP or each Phase. Dedication of Infrastructure or construction of Infrastructure within public rights-of-way or easements by the Owner shall not constitute acceptance of the Infrastructure by the City or for purposes of starting any warranty period. Acceptance of any and all Infrastructure by the City for purposes of the City assuming maintenance and repair obligations and for purposes of commencing the warranty period shall be expressly evidenced by the City as provided herein.

7.2. Upon completion by the Owner of any Infrastructure pursuant to Section 7.1 of this Agreement, the Owner shall notify the City in writing of the presumptive completion of such Infrastructure. So long as such Infrastructure is constructed in accordance with the approved plans and the requirements of Section 7.1, as verified by the inspection of the completed improvements by the City Engineer and all punch list items have been completed, the City shall accept the Infrastructure, unless such Infrastructure is to be owned or accepted by some other governmental entity. The City shall notify the Owner, in writing, of the City's acceptance of the Infrastructure as of the day of the final inspection. Acceptance of any Infrastructure is expressly conditioned upon a two-year warranty for such Infrastructure, as provided in Section 7.3, below. Except as provided in Section 7.4 below, after acceptance of any Infrastructure, the City thereafter shall maintain, repair and operate such Infrastructure at its own cost. Owner, at no cost to City, shall dedicate rights-of-ways or convey public easements necessary for the construction, installation, operation and maintenance of the Infrastructure as required by City, which rights-of-ways or easements may be located adjacent to or in other public and private rights-of-ways or easements.

7.3. Owner shall give to City a two year warranty for all Infrastructure, which warranty shall begin on the date that City accepts the Infrastructure as provided in this Section. Any material deficiencies in material or workmanship identified by City's staff during the two year warranty period shall be brought to the attention of Owner(s), who provided the warranty, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of City's staff. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for City to require (i) an extension of the warranty for an additional two year period or, (ii) the proper repair of, or (iii) the removal and reinstallation of that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the two year warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Land. Nothing contained herein shall prevent the City or Owner(s) from seeking recourse against any other third party for damage to the Infrastructure caused by such third party.

7.4. Owner shall maintain and repair all Infrastructure comprised of streets, parkways and alleys and all appurtenances thereto at its expense, for a period of one (1) year from the date the City accepts the Infrastructure pursuant to Section 20-8 of City Code, as may be amended. Such maintenance shall consist of all maintenance and repair actions reasonably required by customary engineering industry standards for each item of Infrastructure. Notwithstanding the foregoing, Owner agrees to forever maintain all landscaping located within the public easements and rights-of-way located on the Land and such obligation shall survive the termination or expiration of this Agreement; provided, however, Owner may assign this obligation to one or more homeowner associations ("HOA") provided such HOA is legally bound to such landscaping maintenance obligation and has adequate financial ability, acceptable to the City, to bear such obligation.

7.5. Traffic Count and Analysis. A traffic impact analysis has been submitted and must be approved by the City prior to the submission of any final construction plans or final plats. The Owner agrees that going forward a traffic count and analysis for North Star Ranch shall be prepared and updated on a regular, but no more than annual, basis by Owner, starting on the date that is one year after the issuance of the first building permit for vertical construction ("TCA"). The due date, form and scope of the TCA will be coordinated with the City and may include traffic counts at City approved locations and times, analysis of stop sign warrants, and analysis of traffic signal warrants as required by the City. As part of roadway phasing, additional traffic counts may be requested by the City to determine the Average Daily Traffic ("ADT") on phased road sections to determine if the specific road section is nearing its capacity pursuant to Section 6-3 Table 1 of the City's Engineering Design Standards and as provided for in this Agreement.

7.6. Canyon Springs Boulevard Bridge. Included within the Infrastructure to be constructed and installed by Owner at Owner's sole cost, subject to Owner's rights to enter into a reimbursement pursuant to Section 7.1 above to establish proportionate share reimbursement by other benefitted property owners, is the Canyon Springs Boulevard bridge over the Central Arizona Project ("CAP") canal, which shall be completed in accordance with City requirements prior to the issuance of any residential building permit on the Land. The bridge will not be phased and will be constructed to its ultimate width as required for three lanes of traffic each direction (76' face of curb to face of curb); street improvements will initially be striped for 2 lanes each direction. A Jersey or similar barrier, as approved by the City Engineer, shall be included in the Owner's

construction of the Canyon Springs Boulevard bridge to provide a physical barrier so that emergency vehicles can use either side of the bridge to access the development. This barrier does not meet the requirements of the City's Fire Code for two points of access, and Owner shall be required to provide two points of access to the Land as set forth in this Agreement. If construction of the Canyon Springs Boulevard Bridge is complete and accepted by the City by the date of City Council approval of this Agreement, then the construction obligations of Owner in this Section 7.6 shall be deemed satisfied.

7.7. Second Bridge at Desert Oasis Boulevard.

7.7.1. *Permanent Second Bridge.* Owner shall, at Owner's sole cost, subject to Owner's rights to enter into a reimbursement pursuant to Section 7.1 above to establish proportionate share reimbursement by other benefitted property owners, construct the second bridge over the CAP Canal at the Desert Oasis Boulevard alignment ("**Permanent Second Bridge**"), which such bridge construction shall be allowed in two phases with each phase having three lanes as approved by the City.

7.7.1.1. *Phase 1.* Design of phase 1 of the Permanent Second Bridge must commence on or before the Canyon Springs Boulevard Bridge reaches a road volume meeting the City's lower limit of 5800 ADT per lane capacity as adopted in Section 6-3, Table 1 of the City's Engineering Design Standards, as amended from time to time. Construction of the Permanent Second Bridge must be completed on or before the Canyon Springs Boulevard Bridge reaches the median ADT per lane as adopted in Section 6-3, Table 1 of the City's Engineering Design standards, as amended from time to time. At the time of design and construction of the Permanent Second Bridge, Owner shall also design and construct improvements to Desert Oasis Boulevard to a minimum of a complete half street consisting of three lanes, one lane in each direction and a center lane, curb, gutter, sidewalk and a raised median with lighting as approved by the City.

7.7.1.2. *Phase 2.* At such time that phase 1 of Desert Oasis Boulevard reaches a road volume meeting the City's lower ADT limit per lane for a two lane collector street, as adopted in Section 6-3, Table 1 of the City's Engineering Design Standards, as amended from time to time, Owner shall commence design of the expansion of Desert Oasis Boulevard to its full street cross section and commence design of phase 2 of the Permanent Second Bridge. At such time as the Desert Oasis Boulevard traffic volume reaches the median lane volume, as adopted in Section 6-3, Table 1 of the City's Engineering Design Standards, as amended from time to time, Owner shall commence construction to complete phase 2 of Desert Oasis Boulevard and phase 2 of the Permanent Second Bridge. If Desert Oasis Boulevard is not under construction by Owner to expand beyond the one lane in each direction and roadway capacity has exceeded the median volume by 10% for a two lane collector as determined by the City, no additional building permits will be issued by the City for the Land until the road is widened to its ultimate cross section, unless otherwise approved by the City Engineer. Subject to approval by the City Engineer and

subject to a potential pro rata contribution by Owner to adjacent development(s) constructing new roadways which will reduce ADT on Desert Oasis Boulevard and the Permanent Second Bridge, Owner will not be responsible for construction of phase 2 of Desert Oasis Boulevard and phase 2 of the Permanent Second Bridge if construction of another roadway or other improvements are imminent and which are anticipated to reduce the ADT on phase 1 of the Desert Oasis Boulevard and phase 1 of the Permanent Second Bridge to acceptable levels.

7.7.2. Interim Secondary Bridge and Access. Prior to the construction of phase 1 of the Permanent Second Bridge, a secondary emergency access is required and must be constructed prior to release of a building permit for vertical construction within the first phase of development. This interim secondary access may utilize the existing Central Arizona Project bridge at approximately the 275th Avenue alignment (“**Interim Second Bridge**”). Interim improvements may be required for the Interim Second Bridge provided that the City shall not require permanent improvements. Prior to the release of a building permit for vertical construction within the first phase of development, an all-weather access, or other surface that complies with County PM-10 requirements, starting at the existing pavement of Beardsley Parkway and continuing to a paved collector road connection in the first phase of development as shown on the “Depiction of Phase 1 and Phase 1 Access” exhibit attached hereto as **Exhibit D**, shall be constructed to allow access to the Interim Second Bridge. All wash crossings along this emergency all-weather access road shall pass a minimum of the 25-year 2 hour storm under them and the 100 year 6 hour over a paved section of the road with a water depth no greater than 6 inches.

7.7.3. Happy Valley Road. Owner shall dedicate the half-street rights of way (“**ROW**”) and a public utility easement for Happy Valley Road along the north property line of the Land. This ROW may be used on an interim basis for the collection and conveyance of offsite storm water. At such time as the property north of the Land develops, the ROW may be converted to the south half of Happy Valley Road with full improvements, all as required by the City. Owner has no obligation to design or construct, or bear any expense, for the future build out of Happy Valley Road. The foregoing ROW, while being used as drainage for the Land, shall be maintained, at no cost to the City, by the Owner or HOA.

7.7.4. Widening of Phased Roadway Sections. Owner shall have the responsibility of widening roadway sections (“**Phased Roadway Section(s)**”) that exceed the City’s median adopted lane capacities in Table 1 of Section 6-3 of the City’s Engineering Design Standards, unless otherwise approved by the City Engineer. These criteria will be applied to all Phased Roadway Sections that are not constructed initially to their full build out cross-section. At such time that a Phased Roadway Section, or segment thereof, reaches a road volume meeting the City’s lower limit ADT per lane as adopted in Section 6-3 Table 1 of the City’s Engineering Design Standards, Owner shall start design of roadway expansion plans for that specified section of roadway. At such time the road segment volume

reaches the median lane volume specified in said standard Owner shall start construction of the specified road segment. If Owner has not started the construction of a roadway segment that has exceeded the median ADT by 10% for said roadway, no additional building permits will be issued by the City for the Land until the road is under construction, unless otherwise approved by the City Engineer. Phased roadway segments that will be analyzed in the TCA will be all phased roads on the Land as well as Canyon Springs Boulevard from Sun Valley Parkway to the Land and Desert Oasis Boulevard from Sun Valley Parkway to the Land. Subject to approval by the City Engineer and subject to a potential pro rata contribution by Owner to adjacent development(s) constructing new roadways which will reduce ADT on any Phased Roadway Section, Owner will not be responsible for construction of any Phased Roadway Section if construction of another roadway or other improvements are imminent and which are anticipated to reduce the ADT on the Phased Roadway Section to acceptable levels.

7.7.5. Recharge Facility/Facilities; Reclaimed Water; Direct Reuse. Owner shall, at Owner's sole cost, construct an underground storage facility (as defined in A.R.S. §45-802.01) ("USF") at a location demonstrated to the City's satisfaction that complies with statutory, regulatory, and City requirements. The stored water in the USF must be in the area of impact of the City's municipal wells to allow for the municipal wells providing water service to the Land to be permitted by the City as recovery wells. Once construction of the USF has been completed in accordance with City and state requirements, and accepted by the City, Owner shall convey the USF and any associated public infrastructure needed to operate the USF, along with the site on which the USF has been constructed, to the City, all at no cost to the City. Owner agrees to grant easements to the City that are needed for the operation and maintenance of the USF. Owner may store water in the USF subject to valid storage permits and pursuant to City requirements. Subject to separate written agreement between the City and Owner, Owner may purchase reclaimed water/effluent from the City for the direct reuse of the reclaimed water on the Land.

8. Flood Control. Flood control measures for the Land shall comply with the requirements of the United States Army Corp of Engineers, and the Laws and Regulations, and, to the extent they are not superseded by the United States Army Corp of Engineers or the Laws and Regulations, the requirements of the Maricopa County Flood Control District.

9. Community Facilities Districts; Street Light Improvement District; Maintenance Improvement District.

9.1. Community Facilities District. The City, in accordance with its adopted Community Facilities Guidelines, will consider any requests by Owner of the City to form a community facilities district comprised of the Land in order to aid in financing the cost of the Infrastructure. Nothing contained herein shall be construed to compel the City to form a community facilities district or for the community facilities district, if formed, to finance any Infrastructure.

9.2. Street Light Improvement District.

9.2.1. Owner shall, as part of the required public infrastructure on the Land, and in accordance with City Code, construct, install and dedicate to the City, at no cost to the City, street lights on all public streets, including major arterials, minor arterial and collector streets.

9.2.2. Owner shall initiate the formation of a street light improvement district prior to final plat approval by executing and presenting to the City a petition for the formation of the street light improvement district, in a form approved by the City, for the purposes of paying the cost of the electricity, operation and maintenance of the street lighting system on the Land.

9.2.3. Following the presentation of the petition for the formation of a street light improvement district in a form approved by the City, the City will commence improvement district proceedings to form a street light improvement district and to assess the cost of electricity, operation and maintenance of street lights against the property within the street light improvement district.

9.3. Maintenance Improvement District.

9.3.1. Owner shall, in accordance with City Code, initiate the formation of a maintenance improvement district prior to final plat approval by executing and presenting to the City a petition for the formation of the maintenance improvement district, in a form approved by the City, formed for the purpose of providing for operation, maintenance, repair and improvement of parkings, parkways, retention basins and detention basins within, adjacent to, or that serve the district, and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such parkings, parkways, retention basins and detention basins.

9.3.2. Following the presentation of the petition for the formation of a maintenance improvement district in a form approved by the City, the City will commence improvement district proceedings to form a maintenance improvement district which will allow the City to assess the cost of operation, maintenance, repair and improvement of parkings, parkways, retention basins and detention basins within, adjacent to, or that serve the district, and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such parkings, parkways, retention basins and detention basins within the Land if the City determines the HOA is not adequately providing maintenance.

10. Fees and Credits/Reimbursement. Pursuant to A.R.S. §9-463.05, Owner shall pay to City applicable development impact fees ("**Development Fees**") that are imposed by City as of or after the date of this Agreement, subject to offsets and credits or reimbursements, as allowed by law.

11. Services.

11.1. The City shall, to the extent permitted by law, include the Land in the City's municipal service area and, upon Owner's construction and installation of the necessary Infrastructure as required by the Laws and Regulations or the CMP, the City shall provide to the Land such utility and other services in a manner that is similar to that by which City provides such utilities and services generally to the residents of City, including sewer, water, garbage, fire and police. With respect to municipal water service to the Land, Owner shall be required to provide the City with a source and supply of water capable of serving the Land for 100 years and evidence of such 100-year supply shall include the issuance of a certificate of assured water supply for the Land by the Arizona Department of Water Resources ("**ADWR**") unless the City has received a designation of assured water supply from ADWR that includes the Land within such designation. To the extent a court or other governmental agency determines that the City shall not provide one or more municipal services to all or part of the Land, the City shall not be liable for any damages, costs or expenses incurred or suffered by Owner as a result of the City's inability to serve.

11.2. Since City does not have a current source of capital to offset the capital expenditures related to police and fire service, the Owner agrees to do the following in connection with the development of the Land:

11.2.1. Dedicate a real property parcel of the Land (exclusive of streets and other publicly dedicated parts of the Land) for one permanent, combined police substation, police communication tower or equipment, and fully-operational fire station ("**Public Safety Facility**"). Owner acknowledges and agrees that any Public Safety Regional Wireless Communication sites shall be exempt from restrictions for site locations, size and height requirements and such sites shall be for public safety purposes only. Land to be dedicated for the Public Safety Facility shall be provided as shown on the attached **Exhibit E**.

11.2.2. Pay the costs for the City to design, construct, furnish and equip, the Public Safety Facility. The Public Safety Facility shall be a minimum size as reasonably required by the City to serve the Land. The building, furnishings and equipment shall be of a standard design or specification adopted by the City. The fire station shall be a minimum of three bays, and all equipment reasonably necessary for a fully-operational facility, including, but not limited to, fire apparatus and vehicles. In addition, Owner shall be required to install, at Owner's cost, City-approved automated pre-warning signs or a public safety signal on adjacent streets to warn the traveling public of an emergency event. The police substation to be constructed by the City as part of the Public Safety Facility shall be attached to the fire station, and built pursuant to, and in accordance with, standard City requirements. City agrees that Owner will not be responsible for any operations and maintenance costs for the Public Safety Facility.

11.2.3. The Public Safety Facility shall be constructed and completed in accordance with City requirements prior to the any of the following: (1) City release of the first non-school commercial building permit, (2) City release of the 2185th single family home permit, or (3) seven (7) years from the date of issuance of the first vertical building permit. Commencing at the time of issuance of the first vertical building permit, and until the issuance of a certificate of occupancy for the

Public Safety Facility, Owner shall pay 100% of the City's cost for the staffing of 6 of the 15 daily fire personnel necessary for full fire coverage and 100% of the City's cost for the staffing of 1 sworn police officer for full sworn police officer coverage ("**Required Public Safety Staffing**"). The City will provide written invoices to Owner for the Costs of the Required Public Safety Staffing, which invoices must be paid no later than thirty (30) days after the date of the invoice. One year prior to the City's planned start of construction for the Public Safety Facility, but no later than six (6) years from the date of issuance of the first vertical building permit, Owner shall pay for one fully-equipped fire truck. A temporary fire station or other temporary public safety facilities will not be required by the City.

12. Non-Moratorium. Provided Owner has met the requirements of this Agreement, the City shall not (i) impose a moratorium, (ii) enforce any Laws or Regulations that directly impose material limitations on the rate, timing or sequencing (other than the City's ability to require different sequencing pursuant to Section 5.2 of this Agreement), or (iii) impose any Laws or Regulations which are intended for anti-growth purposes. This prohibition shall not apply to the extent that a limitation may be (a) required or mandated by county, State or federal laws; (b) required or imposed by judicial or regulatory action; or (c) necessary to alleviate or otherwise contain threats to public health or safety. Unless City imposes a moratorium as permitted in this section and subject to all Laws and Regulations, Owner shall be allowed to apply for and receive approvals from City for development on the Land that is consistent with this Agreement and the CMP. Nothing in this Section 12 shall preclude Owner from exercising their rights under applicable United States and Arizona statutory and case law to object to or redress City as to any such moratorium or change in Laws or Regulations.

13. Agriculture Use. Owner shall have the right to use or grant rights to use the undeveloped part of the Land for agriculture purposes, including livestock grazing, but not dairy or feed lot operations, until such time as development begins on that part of the Land provided such uses do not constitute a nuisance to the developed areas of the Land. However, Owner shall use fences, setbacks and other physical buffers to adequately separate the agricultural uses from other uses, and Owner shall utilize agricultural practices to control dust, odors and water runoff and other resulting conditions from the agricultural uses to ensure that such agricultural uses comply with the Laws and Regulations that apply to such agricultural uses.

14. Covenants, Conditions and Restrictions. Owner shall have the right to record one or more declaration of covenants, conditions and restrictions ("**CC&Rs**") for the area of the CMP and each phase to govern the private development and use of the Land. The CC&Rs shall be consistent with this Agreement and the CMP and all applicable Laws and Regulations, and each of the CC&Rs shall be subject to the prior review and approval of City to confirm its compliance with this Agreement and the CMP.

15. 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**"):

15.1. By Owner(s) respectively for themselves only:

(i) Owner is a corporation or limited liability company, duly formed and in good standing in their respective States of incorporation or formation and duly qualified to do business in Arizona.

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

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

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

15.2. By City:

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

16. Cooperation.

16.1. City and Owner shall each designate a representative to act as a liaison between City and its various departments and Owner ("**Representatives**"). The Representatives shall be available at all reasonable times to assist with the performance of the parties under this Agreement. The initial representative for City ("**City Representative**") shall be the City Manager, and the initial representative for Owner ("**Owner Representative**") shall be Larry Yount. City Representative and Owner Representative may be changed by the applicable party by giving notice to the other party of the name, title, address and telephone number of the replacement.

16.2. City does and will from time to time, at the election of City, use the assistance of private independent attorneys, accountants, architects, engineers, inspectors and other outside professionals and consultants to assist City in the process of administering the development of land within the boundaries of City, including the Land. If Owner desires to have the City retain additional outside professionals and consultants in connection with the Land, and if the City is willing to do so, the Owner shall reimburse the City for all reasonable fees and costs of the professionals and consultants. Although the City shall have the right to retain and control the professionals and consultants, the City shall consider the Owner's recommendation in connection with the selection of the additional professionals and consultants.

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

18. 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, without the necessity of an assignment of this Agreement with the conveyance of any part of the Land. However, the provisions of this Agreement shall terminate

as to any Lot (as defined in this Agreement) as provided in the section of this Agreement titled "**Duration.**"

19. 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. 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 that are set forth in Section 20 of this Agreement. In addition to the dispute resolution process and remedies set forth in Section 20 of this Agreement and **Exhibit F** hereto and notwithstanding anything in this Agreement to the contrary, the City shall have the right to withhold the issuance of building permits for improvements on the land affected by such default (regardless of Land ownership) until the Default is cured by Owner. Nothing contained in this section shall prevent City from using any remedies or imposing any fines available to it under the Laws and Regulations for a violation or breach by Owner of any Laws and Regulations.

20. Dispute Resolution Remedies. The parties shall be limited to the remedies and dispute resolution process set forth in **Exhibit F** and in this Section. Any dispute, controversy, claim, or cause of action arising out of or relating to this Agreement shall be governed by Arizona law. The Owner and City agree that any award rendered by the arbitrator (as defined in Exhibit E) pursuant to the provisions of **Exhibit F** shall be binding on both parties, and if either party does not abide by the award rendered by the arbitrator, the provisions of **Exhibit F** shall apply.

21. Duration.

21.1. Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties twenty-five (25) years after the Effective Date of this Agreement. This Agreement may be extended for additional five (5) year terms upon mutual written agreement by the City and Owner. Upon the termination of this Agreement, neither party shall have any further obligations under this Agreement. However, such termination shall not affect any approval, permit, subdivision map or site plan that has been given, issued or approved by City for any part of the Land as of the date of such termination. The City is willing to have this Agreement be effective for the period of time set forth in this Agreement because of the large number of acres owned by Owner.

21.2. This Agreement shall automatically terminate as to any Lot without the necessity of any notice, agreement or recording by or between the parties anytime the required certificates of occupancy are issued by City for all buildings on a Lot. A "Lot" (collectively "Lots") shall be any part of the Land, including common areas, that is identified in a recorded residential subdivision plat or site plan that has received final approval from the City. This Agreement shall

automatically terminate as to any part of the Land that is dedicated by deed, map of dedication or otherwise for Infrastructure and other 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 City or a special taxing district formed pursuant to Title 48, Arizona Revised Statutes, as amended.

22. Assignment. Owner shall have the right to sell, transfer or assign ("Transfer") part or all of the Land to any person or entity ("Transferee") at any time during the duration of this Agreement. Owner shall be released from the obligations under this Agreement with respect to the part of the Land that is 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 "Community Master Plan", Section 7 "Infrastructure", and Section 11 "Services", 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 Land, and any default with regard to the remainder of the Land shall not affect the Transferred Land. If the Transferred Land is a part of a Phase, then defaults with regard to the Transferred Land in the Phase shall only affect other Land that is a part of the same Phase and only to the minimum extent necessary in accordance with City requirements.
- e) Any amendment to this Agreement in connection with the Transferred Land shall affect only the Transferred Land and shall not be an amendment of this Agreement as to the part of the Land that is not transferred. Any Default of this Agreement in connection with the Transferred Land shall affect only the Transferred Land and shall not be a Default under this Agreement as to the part of the Land that is not the subject of a Transfer.

23. Lien Financing. Owner shall have the right at any time, and as often as it desires, to finance the Land and to secure the financing with a lien or liens against the Land. Nothing contained in this section or this Agreement shall constitute a subordination of this Agreement to any voluntary or involuntary obligation, tax, charge, assessment, encumbrance or other lien against the Land.

24. Compliance Confirmation. When requested by either City or Owner, which request can be made from time to time, the other shall use its best efforts to 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).

25. 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.

26. 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).

27. 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.

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

29. Time of Essence and Merger. Time is of the essence of this Agreement. This Agreement, together with all exhibits, which are incorporated herein, constitute the entire agreement between the parties hereto pertaining to the subject matters of this Agreement and the CMP. All prior contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein, and this Agreement constitutes full satisfaction of all claims and liabilities that exist, whether known or unknown, on or before the effective date of this Agreement, between the parties.

30. Benefit and Binding Effect. This Agreement shall be for the benefit of and binding upon the parties hereto and their successors and assigns.

31. Counterpart Signature. 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.

32. Amendment. Any amendment to this Agreement shall be in writing and signed by the parties.

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

34. 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 transmitted by facsimile or two days after mailing by certified mail, return receipt requested and

postage prepaid, to the addresses or facsimile numbers set forth in the section of this Agreement titled "Parties," with copies to the following:

For City: Dan Cotterman, City Manager
City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326

With a copy to: K. Scott McCoy, City Attorney
City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326

For Owner: Larry Yount
Festival Ranch North, LLC
5040 E. Shea Blvd., Ste. 254
Scottsdale, AZ 85254

With a copy to: Susan E Demmitt
Gammage & Burnham PLC
40 N. Central Ave., 20th Floor
Phoenix, AZ 85004

35. 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.

36. 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.

37. Waiver of Claims. Owner, and Owner's successors and assigns, knowingly and voluntarily forever release and discharge the City and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from all legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Owner has against the City, and arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement. Owner and all other parties having an interest in the Land intend 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. §§ 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.

38. Indemnity. Owner and its successors or assigns (collectively, "**Owner**"), shall indemnify, defend and hold harmless the City and each council member, officer, official or employee thereof

(the City and any such person being herein called an “**Indemnified Party**”), for, from and against any and all losses, claims, damages, liabilities costs and expenses (including 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 any provisions of this Agreement, except for those Claims which have been adjudicated to be caused by the City’s gross negligence or intentional misconduct. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party in respect of which indemnification may be sought against Owner, notify Owner (as provided in Section 34 of this Agreement) 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.

39. Attorney’s Fees. The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys’ fees and costs.

40. No Waiver of Rights or Remedies. 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.

41. Certification. To the extent applicable under A.R.S. § 35-394, Owner certifies that it does not, and will not for the duration of this Agreement, 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.

42. 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.

43. **Signature.** The parties have executed this Agreement on the date first above written.

(Signatures on Following Page)

CITY:

CITY OF BUCKEYE, ARIZONA, 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 ____ day of _____, 20____, 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 Agreement on behalf of the City.

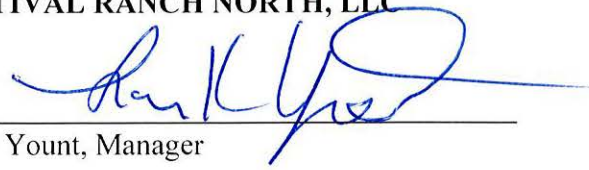
I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

OWNER:

FESTIVAL RANCH NORTH, LLC

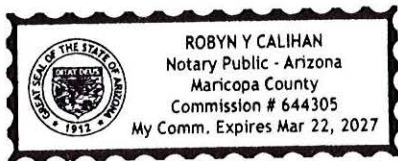

Larry Yount, Manager

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 13th day of December, 2023, before me personally appeared Larry Yount in his capacity as Manager of FESTIVAL RANCH NORTH, LLC, 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 Agreement on behalf of FESTIVAL RANCH NORTH, LLC.

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)



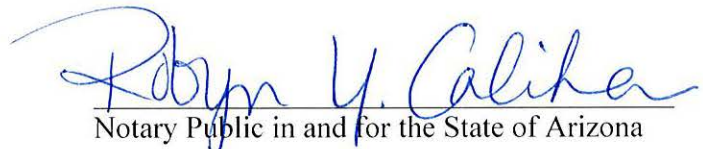

Notary Public in and for the State of Arizona

EXHIBIT A

(Legal Description of Land)

See following page(s).

EXHIBIT A

NORTH STAR RANCH OVERALL BOUNDARY LEGAL DESCRIPTION

PARCEL 1

A portion of land being situated within Sections 10, 11, 12, 13, 14 and 15, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a 3-1/2" GLO brass cap stamped "T4N R4W S12 S13 R3W S7 S18 1915", 1.2' above ground accepted as the Northeast corner of said Section 13 from which a 2-1/2" GLO brass cap stamped "1/4 S13 S18 1915", 1.2' above ground accepted as the East quarter corner of said Section 13 bears South 00°25'40" West, 2641.37 feet;

Thence South 00°25'40" West, 2641.37 feet along the east line of the Northeast quarter of said Section 13 to the East quarter corner of said Section 13;

Thence South 00°24'51" West, 152.51 feet along the east line of the Southeast quarter of said Section 13 to the northwesterly right of way line of the Central Arizona Project Canal;

Thence departing said east line, South 69°27'46" West, 2828.86 feet along said northwesterly right of way line to the west line of the Southeast quarter of said Section 13;

Thence departing said northwesterly right of way line, North 00°24'09" East, 1163.25 feet along said west line to the Northwest corner of the Southeast quarter of said Section 13;

Thence North 89°36'15" West, 2639.63 feet along the south line of the Northwest quarter of said Section 13 to the quarter corner common to said Sections 13 and 14;

Thence North 89°38'22" West, 2636.45 feet along the south line of the Northeast quarter of said Section 14 to the Southwest corner of the Northeast quarter of said Section 14;

Thence South 00°20'25" West, 2643.59 feet along the east line of the Southwest quarter of said Section 14 to the Southeast corner of the Southwest quarter of said Section 14;

Thence North $89^{\circ}36'21''$ West, 2645.12 feet along the south line of the Southwest quarter of said Section 14, to the Southwest corner of said Section 14, also being the Southeast corner of said Section 15;

Thence North $89^{\circ}35'43''$ West, 1145.85 feet along the south line of the Southeast quarter of said Section 15 to the centerline of an existing Western Area Power Administration (WAPA) transmission right of way recorded as Document No. 93-0411440, records of Maricopa County, Arizona;

Thence departing said south line, North $17^{\circ}45'50''$ West, 4768.27 feet along said centerline;

Thence North $17^{\circ}46'42''$ West, 791.42 feet along said centerline to a point on the south line of the Southwest quarter of said Section 10, from which the South quarter corner of said Section 10 bears South $89^{\circ}33'57''$ East, a distance of 237.18 feet;

Thence departing said south line and continuing North $17^{\circ}46'42''$ West, 5560.82 feet along said centerline to the north line of the Northwest quarter of said Section 10;

Thence departing said centerline, South $89^{\circ}40'31''$ East, 1970.94 feet along last said north line to the North quarter corner of said Section 10;

Thence South $89^{\circ}34'28''$ East, 2642.40 feet along the north line of the Northeast quarter of said Section 10 to the Northeast corner of said Section 10, also being the Northwest corner of said Section 11;

Thence South $89^{\circ}35'52''$ East, 2640.04 feet along the north line of the Northwest quarter of said Section 11 to the North quarter corner of said Section 11;

Thence South $89^{\circ}37'41''$ East, 2640.48 feet along the north line of the Northeast quarter of said Section 11 to the Northeast corner of said Section 11, also being the Northwest corner of said Section 12;

Thence South $89^{\circ}32'10''$ East, 2639.32 feet along the north line of the Northwest quarter of said Section 12 to the North quarter corner of said Section 12;

Thence South $89^{\circ}41'47''$ East, 2642.01 feet along the north line of the Northeast quarter of said Section 12 to the Northeast corner of said Section 12;

Thence South $00^{\circ}24'59''$ West, 2640.48 feet along the east line of the Northeast quarter of said Section 12 to the East quarter corner of said Section 12;

Thence South $00^{\circ}22'12''$ West, 2642.19 feet along the east line of the Southeast quarter of said Section 12 to the **POINT OF BEGINNING**;

TOGETHER WITH:**PARCEL 2**

A portion of land being situated within the Southeast quarter of Section 13, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a 2-1/2" GLO brass cap stamped "1/4 S13 S18 1915", 1.2' above ground accepted as the East quarter corner of said Section 13 from which a 3-1/2" GLO brass cap stamped "T4N R4W S12 S13 R3W S7 S18 1915", 1.2' above ground accepted as the Northeast corner of said Section 13 bears North 00°25'40" East, 2641.37 feet;

Thence South 00°24'51" West, 1009.15 feet along the east line of the Southeast quarter of said Section 13 to the southeasterly right of way line of the Central Arizona Project Canal;

Thence departing said east line, South 69°27'46" West, 1067.33 feet along said southeasterly right of way line to the **POINT OF BEGINNING**;

Thence departing said southeasterly right of way line, South 00°00'00" East, 213.57 feet;

Thence South 69°27'46" West, 464.53 feet along a line that is 200.00 feet southeasterly of and parallel with said southeasterly right of way line;

Thence North 00°00'00" East, 213.57 feet to said southeasterly right of way line;

Thence North 69°27'46" East, 464.53 feet along said southeasterly right of way line to the **POINT OF BEGINNING**.

EXCEPT:

That portion of land being situated within the Northwest quarter of Section 10, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a 2-1/2" GLO brass cap stamped "T4N R4W S3 S4 S9 S10 1916", 1.2' above ground accepted as the Northwest corner of said Section 10 from which a 2-1/2" GLO brass cap leaning northwesterly, stamped "1/4 S13 S10 1916", 1.7' above ground accepted as the North quarter corner of said Section 10 bears South 89°40'31" East, 2638.45 feet,

Thence South 89°40'31" East, 667.51 feet along the north line of the Northwest quarter of said Section 10 to the centerline of an existing Western Area Power Administration

(WAPA) transmission right of way recorded as Document No. 93-0411440, records of Maricopa County, Arizona;

Thence departing said centerline and continuing South 89°40'31" East, 939.65 feet along said north line to the west line of an Arizona Public Service (APS) right of way recorded as Document No. 2009-1197110, records of Maricopa County, Arizona;

Thence departing said north line, South 00°21'04" West, 1534.96 feet along said west line to the **POINT OF BEGINNING**;

Thence continuing South 00°21'04" West, 1013.97 feet along said west line to the easterly line of said WAPA transmission right of way;

Thence departing said west line, North 17°46'42" West, 1066.94 feet along said easterly line;

Thence departing said easterly line, South 89°38'56" East, 331.99 feet to the **POINT OF BEGINNING**.

The above described parcels contain a combined computed area of 122,754,337 sq. ft. (2,818.0518 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

Prepared by: HILGARTWILSON, LLC
 2141 E. Highland Avenue, Suite 250
 Phoenix, AZ 85016
 Project No. 1048
 Date: December 7, 2023

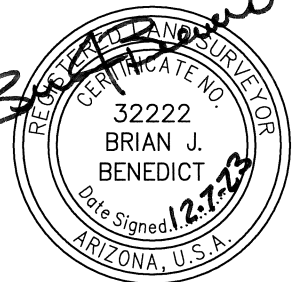
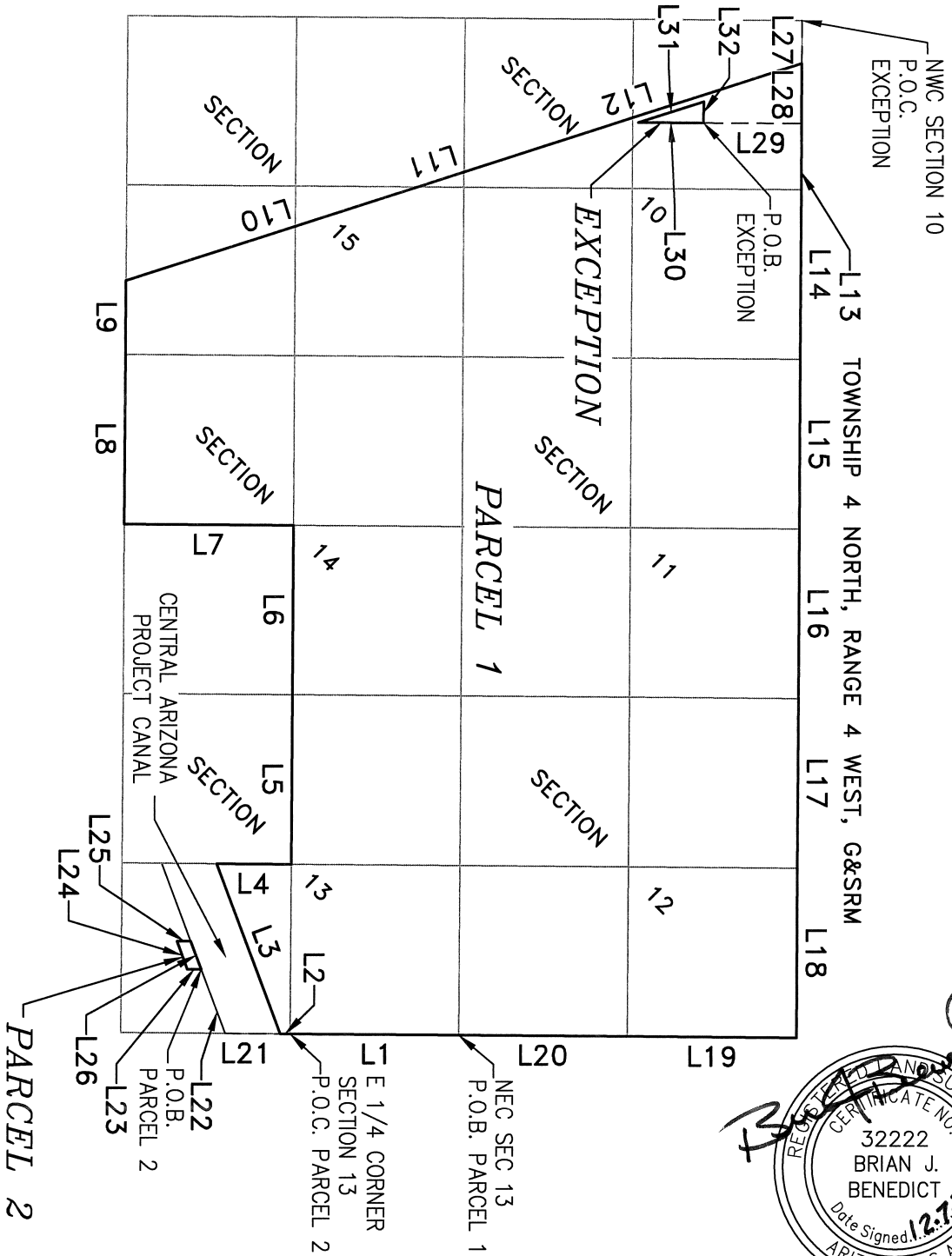


EXHIBIT B

(Depiction of Land)

See following page.

EXHIBIT B



PAGE 1 OF 2

PROJ.NO.:	1048
DATE:	JULY 2022
SCALE:	N.T.S.
DRAWN BY:	BJB/GS
CHECKED BY:	BJB

NORTH STAR RANCH
OVERALL BOUNDARY
BUCKEYE, ARIZONA
EXHIBIT B

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

EXHIBIT B

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°25'40"W	2641.37'
L2	S00°24'51"W	152.51'
L3	S69°27'46"W	2828.86'
L4	N00°24'09"E	1163.25'
L5	N89°36'15"W	2639.63'
L6	N89°38'22"W	2636.45'
L7	S00°20'25"W	2643.59'
L8	N89°36'21"W	2645.12'
L9	N89°35'43"W	1145.85'
L10	N17°45'50"W	4768.27'
L11	N17°46'42"W	791.42'
L12	N17°46'42"W	5560.82'
L13	S89°40'31"E	1970.94'
L14	S89°34'28"E	2642.40'
L15	S89°35'52"E	2640.04'
L16	S89°37'41"E	2640.48'
L17	S89°32'10"E	2639.32'
L18	S89°41'47"E	2642.01'
L19	S00°24'59"W	2640.48'
L20	S00°22'12"W	2642.19'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L21	S00°24'51"W	1009.15'
L22	S69°27'46"W	1067.33'
L23	S00°00'00"E	213.57'
L24	S69°27'46"W	464.53'
L25	N00°00'00"E	213.57'
L26	N69°27'46"E	464.53'
L27	S89°40'31"E	667.51'
L28	S89°40'31"E	939.65'
L29	S00°21'04"W	1534.96'
L30	S00°21'04"W	1013.97'
L31	N17°46'42"W	1066.94'
L32	S89°38'56"E	331.99'



PAGE 2 OF 2

PROJ.NO.: 1048	NORTH STAR RANCH OVERALL BOUNDARY BUCKEYE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: JULY 2022		
SCALE: N.T.S.		
DRAWN BY: BJB/GS		
CHECKED BY: BJB	EXHIBIT B	

EXHIBIT C
(Conditions of CMP Approval)

See following page(s).

Planning

- a. Development of the property shall be in general conformance to the project narrative report entitled “North Star Ranch Third Community Master Plan Amendment” consisting of 87 pages excluding appendices page count, dated March 4, 2022 and stamped received March 7, 2022, except as modified by the following conditions:
- b. Each phase includes a reasonable amount of open space and amenities, as determined and approved by the Planning Division.
- c. The property owner(s) and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.

Public Works

- d. This subdivision is subject to a Maintenance Improvement District (MID) and in accordance with City of Buckeye Ordinance 42-06. The MID shall be established prior to the recordation of the first Final Plat as determined in the MID guidelines and submitted with the first Final Plat or before.
- e. This subdivision is subject to a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. The SLID shall be established prior to the recordation of the first Final Plat as determined in the SLID guidelines and submitted with the first Final Plat or before.
- f. All trash shall be collected through a City of Buckeye licensed trash hauler, including construction debris. Trash enclosures shall be in accordance with City of Buckeye standards.
- g. In regards to storm drainage, the City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye’s MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

Water Resources

- h. Waterlines are looped with a minimum of two connections to any phase.
- i. Temporary upstream and downstream drainage provisions are provided for any phase to the satisfaction of the City Engineer.
- j. The North Star Ranch Master Water Report review comments provided by City of Buckeye Water Resources Department that were provided to HilgartWilson (the applicant) by email on April 18, 2022 will be addressed and all civil documents approved prior to Preliminary Plat approval.

Fire

- k. All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.

- l. Two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.
- m. Residential developments where the number of dwelling units exceeds 20 shall be provided with two separate and approved fire apparatus access roads.

Engineering - General

- n. Approval of this CMP Amendment is conditioned upon, and will not be effective, until City Council has approved the requisite development agreement approving this CMP Amendment.
- o. Where applicable, no structures may be built on slopes of 15 percent or greater.
- p. The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project.
- q. This subdivision is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat.
- r. All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.
- s. Phasing of public infrastructure shall be subject to a phasing plan as approved by the Development Services Director and City Engineer.
- t. Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.
- u. The Applicant will submit an electronic CAD and GIS file with full construction documents of the development to the City Engineer, Public Works Department, and GIS Administrator upon Final Plat approval in order to maintain current street records and assist in emergency dispatch and response.
- v. All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five feet. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.

- w. Prior to Final Plat recordation, the City Engineer shall approve all engineering and construction plans and reports for the required infrastructure for the project.
- x. Individual project phases must meet Engineering Design Standard requirements, as may be approved by the City, and including but not limited to water, sewer, drainage, and access requirements.
- y. All utilities must be designed to serve the regional area as described in the CMP Water, Wastewater and Reclaimed Water Master Plans and as approved by the City Engineer.

Engineering - Drainage

- z. Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.
- aa. The Property Owner/Developer must accommodate off-site storm water in the project design plans, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations may not be altered unless there are easements or agreements with adjacent downstream landowners that specifically allow altering the discharge conditions, or as approved by the City.
- bb. The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.
- cc. At the time of improvement plan submittal, the Property Owner/Developer shall provide a comprehensive Drainage Master Plan, which addresses all on-site and off-site drainage requirements and issues. The Drainage Master Plan shall also identify the method by which existing 100-year floodplains will be mitigated.

Engineering - Public Safety

- dd. The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.
- ee. Prior to delivery of any combustible materials to the site for vertical construction, an adequate fire protection system shall be completely operational, with proper fire flow, as approved by the Fire Chief and City Engineer.
- ff. The Property Owner/Developer shall dedicate a two and one half (2.5) to three (3) acre site for a public safety facility, with the precise size, shape and location to be approved by the Fire Chief and City Engineer.

Engineering - Streets

- gg. The Owner/Developer shall submit a Traffic Impact Analysis at the time of Preliminary Plat or Site Plan for review and approval by the City.

- hh. All streets (local, collector, and arterial), sidewalks, parks, and other common areas, as determined by the City Engineer, shall be sufficiently illuminated to ensure the safety and security of persons and property. The City Engineer shall approve all lighting improvements.
- ii. All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment unless otherwise approved by the City.
- jj. Pavement sections for all streets shall be determined in accordance with a City Engineer-approved geotechnical analysis, but shall not be less than the City's minimum requirements.
- kk. Street signs and sign posts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City Engineer.
- ll. Any traffic signals required due to traffic generated by this project shall be installed by the Property Owner/Developer when warranted, as approved by the City. The Property Owner/Developer may enter into a traffic signal reimbursement agreement pursuant to and in accordance with City code requirements that provides for reimbursement from other private property owners for their proportionate share impact based on percentage of traffic generated by each property owner at project buildout or as otherwise mutually agreed. The projected traffic from each contributing property will be determined by a traffic impact analysis prepared by a registered civil engineer and reviewed and approved by the City.
- mm. All traffic signals required within this development are required to be constructed by the Property Owner/Developer when warranted. The Property Owner/Developer may enter into a traffic signal reimbursement agreement pursuant to and in accordance with City code requirements that provides for reimbursement from other private property owners for their proportionate share impact based on percentage of traffic generated by each property owner at project buildout or as otherwise mutually agreed. The projected traffic from each contributing property will be determined by a traffic impact analysis prepared by a registered civil engineer and reviewed and approved by the City.
- nn. In the event that access to and within a non-residential site located within the project is proven to be a threat to public safety and security, the Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City Engineer and the Development Services Director.

- oo. The Property Owner/Developer shall submit a Map of Dedication (MOD) to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may be requested by the City to be dedicated in advance of development to permit the construction of needed City infrastructure to adjacent sites.
- pp. A bi-directional WB-50 turning diagram is required to be shown for all driveways, drive isles, streets and other access ways. The diagram is required to have a continuous drive path and line segments are not allowed.
- qq. Provide a Transportation Impact Analysis for City review and approval. The TIA needs to cover the entire CMP area.
- rr. The Canyon Springs Bridge is required to be completed prior to the release of any building permits.
- ss. A traffic impact analysis shall be updated on an annual basis by the Owner. This update shall include traffic counts at City approved locations, stop sign warrants, and traffic signal warrants as required by the City.
- tt. The Property Owner/Developer shall dedicate the half-street right of way for Happy Valley Road and may use the Happy Valley Road for offsite drainage conveyance on an interim basis. While the project uses the right of way for drainage, the Property Owner/Developer shall maintain the right of way. The City has the right to construct Happy Valley Road within the right of way at any time.

Engineering - Wastewater

- uu. At the time of Improvement Plan submittal, the Property Owner/Developer shall submit for review and approval a Sewer Master Plan, which provides sizing calculations for all on-site and off-site sewers.
- vv. Prior to Final Plat approval, an effluent irrigation pipe (Purple Pipe) system shall be designed by the Property Owner/Developer and approved by the City Engineer in order to service association maintained landscaping areas, with the exception of smaller landscape areas, landscape areas with low water usage plantings and those landscape areas that are remote and deemed not economically feasible for the extension of Purple Pipe.
- ww. The Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatments and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project.
- xx. Recharge facilities shall be located and constructed in a manner that the majority of potable wells, as determined by the City Engineer, for the project can be permitted as recovery wells.

- yy. Effluent required for recharge or reuse is directly related to the amount of sewer generation from the land.
- zz. All effluent generated by this project is owned by the City.
- aaa. Prior to Final Plat approval, a CMP level Wastewater Master Plan must be provided to the City for review and approval.
- bbb. Prior to Final Plat approval, a CMP level Reclaimed Water Master Plan must be provided to the City for review and approval.

Engineering - Water

- ccc. The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. This includes utilizing non-potable water for construction before using City potable water.
- ddd. To the extent allowed by law, all Type-I Non-irrigation and Irrigation Grandfathered Rights associated with the property shall be properly extinguished and the resulting extinguishment credits conveyed to the City of Buckeye or pledged to the City of Buckeye account at the Arizona Department of Water Resources prior to the issuance of any building permits.
- eee. The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.
- fff. The Property Owner/Developer shall notify the City's Water Resources Department of the location of any registered and unregistered wells on the property and the Property Owner/Developer and the City's Water Resources Department shall meet and confer to determine if the wells are beneficial or whether they shall be abandoned. Wells shall be abandoned by the Property Owner/Developer if the City's Water Resources Department determines that they present a health and safety hazard or are contributing to groundwater contamination and are not able to be rehabilitated, modified, or re-drilled to prevent the health and safety hazard or groundwater contamination. Abandonment of wells shall be performed pursuant to and in compliance with State law and shall be completed prior to the issuance of any building permits
- ggg. Prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all Arizona Department of Water Resources ADWR rules and regulations. In the event the City has been designated an assured water provided prior to Final Plat approval, and the ADWR has not yet issued a Certificate or Certificates of Assured Water Supply for the subdivision, a Certificate or Certificates of Assured Water Supply will not be required by the City. The City may instead require as a condition to Final Plat approval that the Property

Owner/Developer provide the City with other evidence demonstrating that there is sufficient volume and quality of water necessary to serve the demands at the subdivision such as a physical availability determination issued by the ADWR along with supporting documentation or that the Property Owner/Developer provide the City with a copy of an analysis of assured water supply, with supporting documentation, issued by the ADWR for the subdivision.

- hhh. Prior to Preliminary/Final Plat/Site Plan approval, the Property Owner/Developer shall submit to the City for review and approval Water Master Plans. In order to provide for water production, the Property Owner/Developer may be required to provide additional sites for production wells and water production site on the Preliminary/Final Plat/Site Plan or at off-site locations.
- iii. In the event the City has been designated by the Arizona Department of Water Resources (ADWR) as having an assured water supply, the Property Owner/Developer has, prior to Final Plat approval and if requested by the City, reduced the volume of its analysis of assured water supply for the subdivision to allow the City to include the relinquished water supply in the City's designation in order that the City may provide water service to the subdivision; provided, however, the Property Owner/Developer may relinquish a portion(s) of its analysis for assured water supply in connection with water service by the City to a Phase or Phases of development of the subdivision if ADWR approves such partial relinquishment and reduction in the analysis volume without negatively impacting the priority of the remaining reserved groundwater under the Property Owner/Developer's analysis of assured water supply. The Property Owner/Developer acknowledges that the City is preparing to submit to ADWR its application for designation as an assured water provider and the Property Owner/Developer agrees to cooperate with and support the City's efforts in processing its designation application. The Property Owner/Developer further agrees that it shall submit to ADWR its request to reduce its analysis, by the volume required to meet the demand of the development included in the designation, as applicable and as requested by the City, upon (1) ADWR's administrative determination that the City's designation application is complete; and (2) written notice from ADWR to the City that ADWR is prepared to issue its order designating the City as an assured water provider upon submission of any applicable requests to reduce analyses of assured water supply as evidence of physical availability (the foregoing requirements collectively referred to as "Analysis Reduction Requirements"). If prior to the date on which ADWR issues its order designating the City as an assured water provider, the law or ADWR policy and procedure change that affect the above Analysis Reduction Requirements for the Property Owner/Developer, the Property Owner/Developer specifically acknowledges and agrees that the City shall have the right to require the Property Owner/Developer's

compliance with the new law or ADWR policy or procedure and the Property Owner/Developer agrees that it shall perform its obligations in such regard at its sole cost and expense.

- jjj. Prior to Final Plat approval, a CMP level Water Master Plan must be provided to the City for review and approval.

EXHIBIT D
(Depiction of Phase 1A and 1B)

See following page.

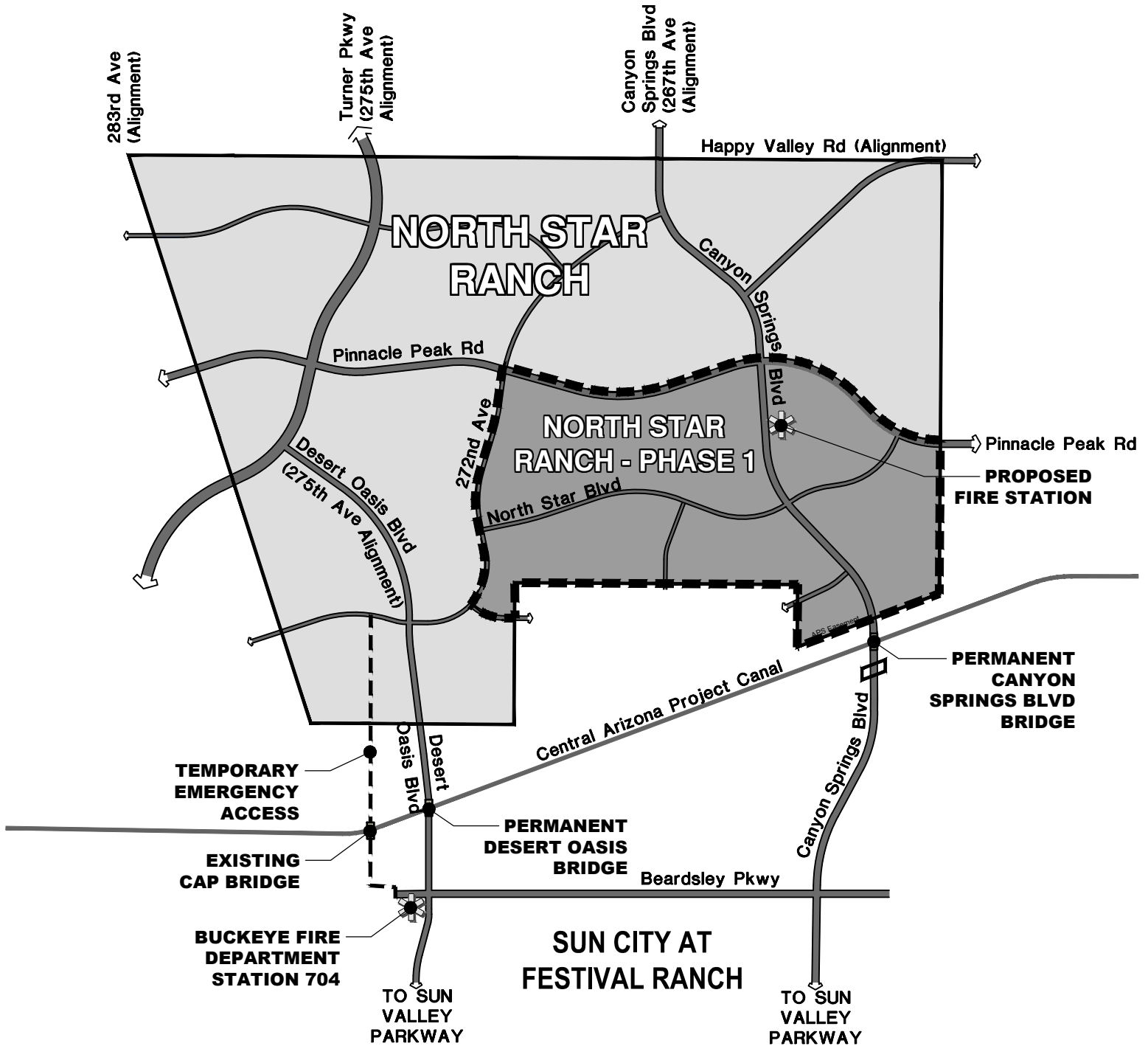


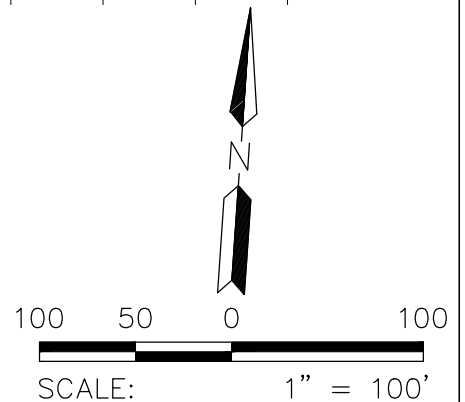
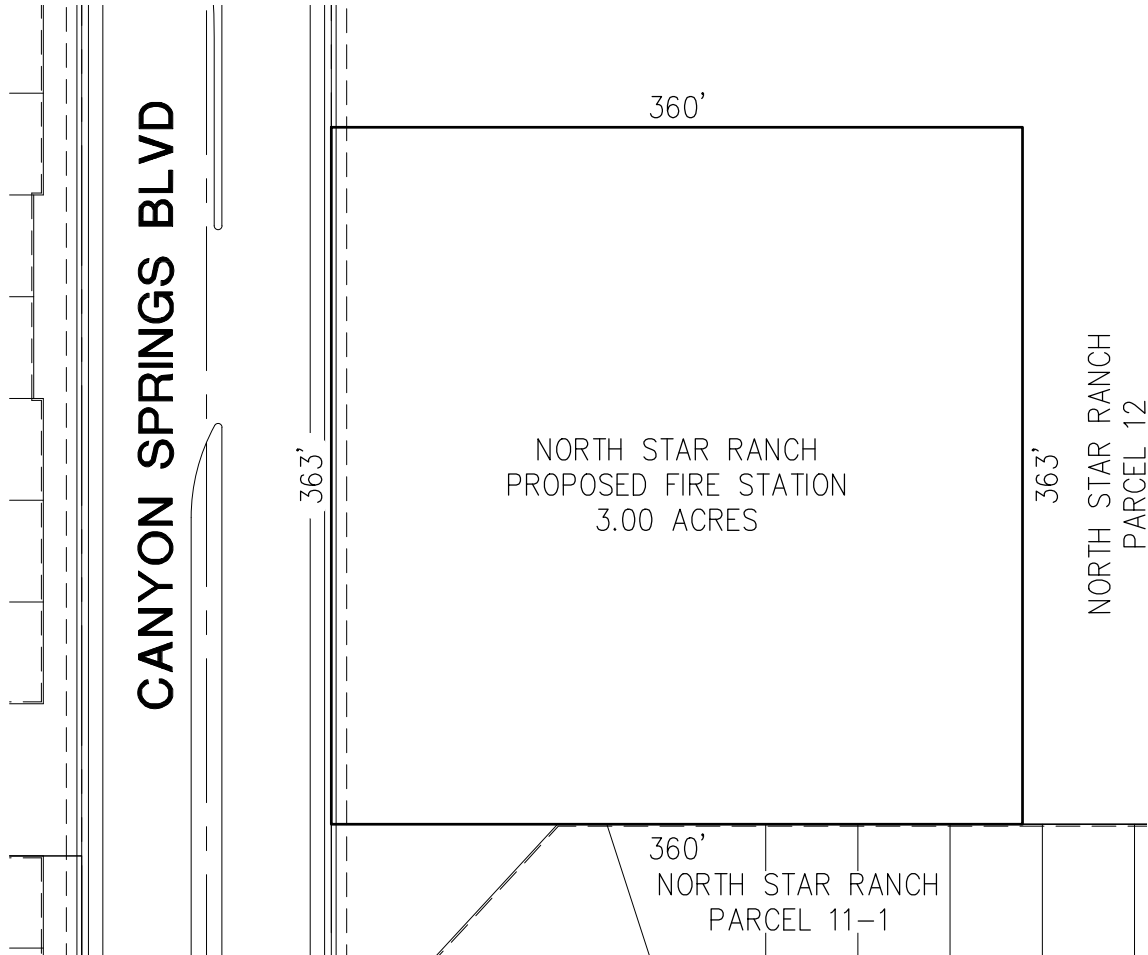
EXHIBIT D

PHASE 1 & PHASE 1 ACCESS

EXHIBIT E

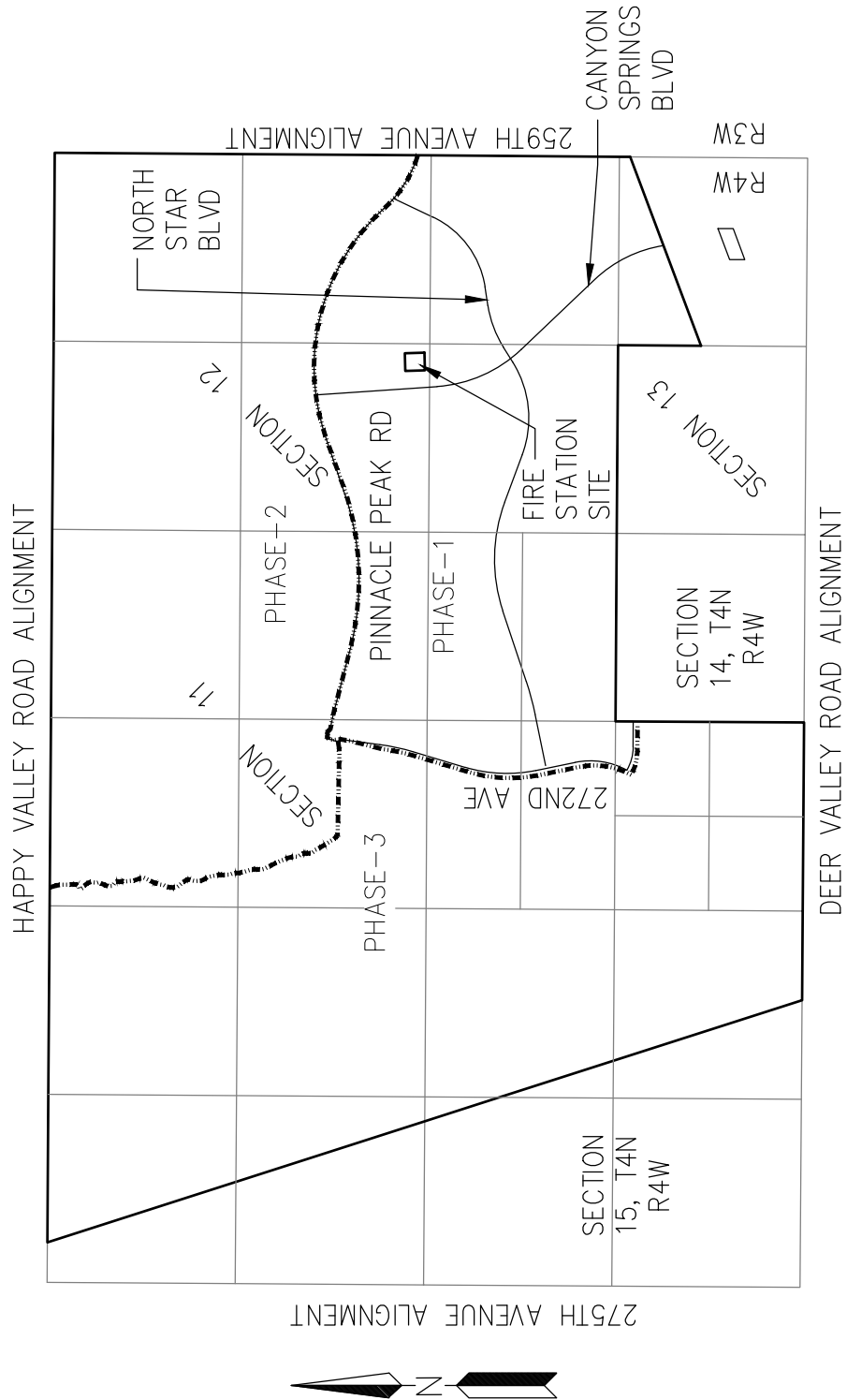
(Depiction of Permanent Facility [Public Safety Facility])

See following page.



SHEET 1 OF 2

PROJ.NO.: 1048	NORTH STAR RANCH NORTH STAR BOULEVARD BUCKEYE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEP 2023		
SCALE: AS SHOWN		
DRAWN BY: HW	EXHIBIT E	
CHECKED BY: ZH		



SHEET 2 OF 2

PROJ.NO.: 1048	NORTH STAR RANCH NORTH STAR BOULEVARD BUCKEYE, ARIZONA EXHIBIT E	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEP 2023		
SCALE: AS SHOWN		
DRAWN BY: HW		
CHECKED BY: ZH		

EXHIBIT F

DISPUTE RESOLUTION/REMEDIES

- A. The dispute resolution process ("Process") and remedies set forth herein shall not apply to an action by the City to condemn or acquire by inverse condemnation all or any portion of the Property, and in the event of any such action by the City, Owner shall have all rights and remedies available to it at law or in equity.
- B. If an event of default is not cured within the Cure Period, as defined at Section 19 of this Agreement, the non-defaulting party may institute the Process, pursuant to Paragraph C below.
- C. Any controversy or claim subject to the Process shall be settled by an arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules ("Rules") (except that the terms of this Agreement and this Exhibit shall control over conflicting rules), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- D. The dispute shall be heard by a single arbitrator from a panel of qualified arbitrators located within the Phoenix metropolitan area.
- E. The place of arbitration shall be Phoenix, Arizona.
- F. The parties agree that the remedies available for the award by the arbitrator shall be limited to specific performance and declaratory relief and that under no circumstances shall the arbitrator issue an award of monetary damages, whether characterized as actual, consequential or otherwise, provided, however, the arbitrator may award the payment of an amount owed, or enjoin the withholding of amounts due, pursuant to Sections 5, 7, 10 and 11 of this Agreement.
- G. The parties have structured this Process with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this Process. The hearing of any dispute shall be expedited and will commence as soon as practicable, but no later than forty-five (45) days after selection of the arbitrator. This deadline can be extended only with the consent of both parties to the dispute, or by decision of the arbitrator upon a showing of emergency circumstances.
- H. The arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that the disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse.

- I. In order to effectuate the parties' goals, the hearing, once commenced, will proceed from business day to business day until concluded, absent a showing of good cause.
- J. The arbitrator shall, within thirty (30) days from the conclusion of the hearing, issue the award.
- K. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, and may award attorneys' fees to either party.
- L. The award of the arbitrator shall be accompanied by a reasoned opinion.
- M. The award of the arbitrator shall be final and binding. Except as otherwise provided in this Agreement, this Exhibit and the Commercial Arbitration Rules of the AAA, the Process shall be subject to the provisions of the Arizona Arbitration Act (A.R.S. §§ 12-1501--1518). In the event a party seeks confirmation of an award, or if there is a failure to abide by any award, either party may seek any remedy at law or equity for failure to comply with the award, but in no event shall the award be reviewed *de novo* or consequential monetary damages be ordered by the court.



Community Master Plan Amendment

Report to the Mayor and City Council

CASE NUMBER: PLZZ-21-00028

TITLE: North Star Ranch (Formally Spurlock Ranch) Major Community Master Plan Amendment (CMPA)

MEETING DATE: January 16, 2024

Applicant: Toni Bonar, AICP of HilgartWilson

Owner: Larry Yount of Festival Ranch North LLC

Request: Approval of a CMPA for North Star Ranch, formerly known as Spurlock Ranch

District: City Council District 4

Location: Approximately two miles north of the intersection of Sun Valley Parkway and Canyon Springs Boulevard

Density : Approximately 3.4 dwelling units per acre

Site size: Approximately 2,818 acres

Public input: None received

Recommendation: Hold a Public Hearing and Adopt Ordinance 52-23, approving Case PLZZ-21-00028, North Star Ranch Community Master Plan Amendment (CMPA), subject to Conditions a. through jjj.

PROJECT DESCRIPTION:

1. Toni Bonar, AICP of HilgartWilson on behalf Festival Ranch North LLC is proposing a CMPA for North Star Ranch, a 2,818 acre development previously known as Spurlock Ranch.
2. The North Star Ranch CMPA will establish the regulatory framework and design standards necessary to facilitate development of a master planned residential community on 2,818 acres within the northern reaches of the City of Buckeye. The CMPA will include the creation of diverse, walkable neighborhoods centered around mixed-use community centers; purposeful architecture, integrated parks, and recreational amenities designed to contribute to the overall structure and social identity of the community.
3. The 2,818 acre CMPA is generally located north of the Central Arizona Project Canal between the Canyon Springs and Desert Oasis Boulevard alignments (Exhibit A). The land use plan for North Star Ranch (Exhibit C) is designed as a flexible framework that can evolve over time as the area matures and urbanizes.
4. Residential living opportunities will be comprised of single-family and multi-family neighborhoods. North Star Ranch will offer locally oriented retail services and employment opportunities that will be designed with strong connections to the residential neighborhoods.
5. Land use classifications for North Star Ranch accommodate a mix of detached and attached single family, small lot single family, single family for rent and multi-family as well as complimentary commercial, light industrial, and mixed-use development. North Star Ranch is planned for a maximum residential yield of 9,668 dwelling units at an overall density of 3.4 dwelling units per acre. The land use plan envisions commercial, multi-family, and higher density single family uses in close proximity to key transportation corridors with contemporary single-family neighborhoods comprising the balance of the community.
6. Commercial areas will be physically and visually integrated with residential portions of the community. Commercial development opportunities will contribute to the jobs to housing balance and will provide local employment opportunities for residents.
7. North Star Ranch will also include a strong pedestrian connectivity system that maximizes mobility and provides linkages to integrate accessible open spaces and community centers within walking distance.

PUBLIC PARTICIPATION SUMMARY:

8. The applicant posted the site, sent notifications to those within 500 feet of the project, held a neighborhood meeting, and was advertised in the Arizona Republic within the time constraints set by code.

BACKGROUND:

9. July 20, 1991: The subject property was annexed into the City of Buckeye under Ordinance 7-91.
10. March 15, 2005: The Mayor and City Council approved the Spurlock Ranch CMP for the subject property under Ordinance 16A-05.
11. May 2005: An amendment to the Spurlock Ranch CMP was administratively approved to accommodate a land swap with Festival Ranch.
12. December 3, 2008: A second amendment to the Spurlock Ranch CMP was administratively approved to adjust land uses and circulation regarding a land swap.
13. September 13, 2022: The Planning and Zoning Commission recommended approval of the North Star Ranch CMP to the Mayor and City Council.
14. December 19, 2023: The Mayor and City Council continued the proposed CMPA until January 16, 2024.

AREA CONTEXT:

15. Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Undeveloped	Master Planned Community	Planned Community (PC)
North	Undeveloped State Trust Land	Neighborhood	Not Applicable to State Lands
South	CAP Canal and Developed Festival Ranch CMP	Neighborhood, Open Space, Rural, and Master Planned Community	Planned Community (PC)
East	Undeveloped	City of Surprise Neighborhood	Rural Residential (RR)
West	Undeveloped	Master Planned Community	Planned Community (PC)

ANALYSIS:

Uses

16. The land use proposed within the CMPA includes Neighborhood Residential (NR), Community Mixed Use (CMU), Public Facilities (PF), and Light Industrial (LI). The land use summary table below provided the distribution of land uses.

17. Land Use Summary Table:

LAND USE SUMMARY				
Land Use Category (1)	Gross Area (Acres)	Gross Area (%)	Total Proposed Target Units	Total Proposed Target Units (%)
NR	2,462	87%	8,269	86%
CMU	200	7%	1,399	14%
Parks (2)	71	3%	-	-
PF	53	2%	-	-
LI	31	1%	-	-
Total	2,818	100%	9,668	100%

(1) Land Uses are defined as Neighborhood Residential (NR), Community Mixed Use (CMU, Public Facility (PF), and Light Industrial (LI).

(2) Acreage reflects only the "Parks" designated on the master plan. Additional neighborhood and pocket parks will be identified within the NR and CMU Land Use Categories as the Project develops.

18. The Neighborhood Residential (NR) land use designation provides a range of housing opportunities to be developed within the residential neighborhoods of North Star Ranch. Allowed product types may include traditional single-family detached, single-family attached, townhomes, duplexes, cluster products, and multifamily uses such as apartments, condominiums, and single-family for rent products. The NR land use also permits complementary non-residential land uses such as small-scale neighborhood commercial, office, and educational institutions.
19. The Community Mixed Use (CMU) land use designation provides for vertical and horizontal mixed-use developments that may include non-residential uses such as retail, commercial, offices, entertainment, hospitality, and medical alongside residential uses such as multifamily and various types of single-family developments. The CMU land use areas are intended to primarily serve the needs of North Star Ranch residents and are concentrated in higher intensity areas with multi-modal transportation corridors such as the intersections of Turner Parkway and Desert Oasis Boulevard, Turner Parkway and Pinnacle Peak Road, and Canyon Springs Boulevard and Pinnacle Peak Road.
20. The LI land use designation provides for more intense employment opportunities within North Star Ranch. The LI CMP Parcel is approximately 31 acres and is located between

two major power line corridors in the northwestern-most quadrant of the project. The development profile of anticipated users includes contractors and service-oriented companies, warehousing, storage, distribution and other research and development uses.

21. The CMPA provides dimensional standards and allowable, prohibited, and conditional uses. Public facilities will follow current code when developing municipal projects.
22. A Solar Overlay District has been incorporated and includes requirements for the development, and operation of a solar generation facility to serve the needs of the public and residents of North Star Ranch. Additionally, an Employment Overlay within this same area permits flexibility within the northwestern portion of the property for the potential expansion of employment uses.

Parks and Open Space

23. The Master Open Space and Trails Plan provides an overview of the open space to be provided within the Community. As each development phase moves forward, and a preliminary plat is prepared, the specific location, size, and character of open space areas and parks will be provided in more detail. Open space within the Community is defined as Open Space, Active Open Space, Passive Open Space, and Edge Condition.
24. Parks provide residents with areas to connect with nature, socialize, recreate, and connect to the overall greater Community. Parks within North Star Ranch follow the guidelines set forth in the City of Buckeye's Parks and Recreation Master Plan. The North Star Ranch park system will include a hierarchy of parks comprised of the Community's "Largest Park," Neighborhood Parks, and Pocket Parks, all of which will be supported by the comprehensive and connected path and trail system. Parks will be thoughtfully designed and programmed based on their location, scale and proximity to other parks and trails. To allow for flexibility in site planning and establishment of character for a neighborhood within the Community, the park locations and park type will be defined at the time of the preliminary plat submittal.
25. Wagner Wash is a significant feature within the Community that will largely remain in a natural condition. Trails will be established along both sides of the Wash to take advantage of the views and minimally uninterrupted access within North Star Ranch and beyond; providing the regional connectivity envisioned by the City.

Development Standards

26. Development and Design Standards and Guidelines of the Buckeye Development Code shall govern, except as modified within this CMPA:
 - a. Dimensional Standards:

The dimensional standards for the NR, CMU, and LI land uses are fairly consistent with current code and can be found in the project narrative as Table 4 (Page 26), Table 6 (Page 30), and Table 8 (Page 33). A comparison to the current City of Buckeye Municipal Code dimensional standards can be found in Appendix A (Page 54) of the project narrative.

- b. Maximum Garage Width – This modification increases the width of garage doors to accommodate vehicles and RV garages on smaller lots.

Garage Door Width	
Buckeye Development Code	North Star Ranch CMPA
Not to exceed 50% of building façade on lots less than 6,000 sf or less	Not to exceed 57% of building façade on lots widths 60 ft or less
Not to exceed 40% of building façade on lots between 6,000 and 10,000 sf	Not to exceed 50% of building façade on lots widths between 60 and 80 ft
Not to exceed 30% of building façade on lots 10,000 sf or greater	Not to exceed 40% of building façade on lots widths 80 ft or greater

- c. Orientation to the Street - This modification would allow lots of 40 feet or less, or lots 55 feet and greater in width, be allowed a side facing entryway door. Current code requires that all homes have a front facing door.
- d. Building and Parking Location, Layout, and Orientation - The applicant is asking for specific dimensional requirements for horizontal multi-family. The recent adoption of the Housekeeping code amendment has negated this request.
- e. Building Mass and Articulation - The applicant is requesting fewer façade enhancements for horizontal multi-family.
- f. Roof Form - The object of this modification is also to reflect the specific needs of the horizontal multi-family products in regards to vertical elevation changes.
- g. Entrances and Porches - This modification is again geared towards the horizontal multi-family product. The modification will not require a main building entry facing the adjacent frontage road.
- h. Site Enhancement Landscaping - The applicant is modifying proposes a 25 percent of open space. This would be a cumulative percentage instead of a parcel by parcel basis. The reduction of commercial landscape from 20 to ten (10) percent is also requested by the applicant.

- i. Off-Street Parking - Modifications to parking is accommodate the specific needs of the various parks found within the CMPA area.
- j. Fences and Walls, and Screening, Height, Side, and Rear - The proposed modification of the wall standards are meant to increase wall heights from the Development Code requirements which allows for six foot high walls in residential and eight foot walls in commercial and industrials areas. The applicant is proposing walls seven feet in height adjacent to a collector streets, and eight feet adjacent to arterials, excluding retaining wall.
- k. Site Wall Articulation - Wall articulation requirements are proposed to be lessened. The CMPA suggests that the spacing of such articulations be reduced from every 400 feet along arterials or highways (200 feet in the Development Code) and every 200 feet (100 feet in the Development Code) along all other street classifications.
- l. Signage - The signage component of this CMPA proposes specific requirements for Entry Approach and Entry Monument signage.

Transportation

- 27. Primary access to North Star Ranch will be by way of two bridges that cross the Central Arizona Project Canal at the Canyon Springs Boulevard and Desert Oasis Boulevard alignments. These roadway corridors and bridges will be provided by the developer and satisfy the requirement for two points of access for the Project. Both Canyon Springs Boulevard and Desert Oasis Boulevard will be extended north from existing alignments within Sun City Festival to the south. The Canyon Springs Bridge is currently under construction and the Desert Oasis Bridge anticipates a 2028 construction date.
- 28. Turner Parkway (200 foot full right-of-way width), a planned regional parkway corridor, enters the project at the mid-point of the western boundary and veers northeast generally along the 275th Avenue alignment.
- 29. The Project incorporates three 140 foot wide major arterial streets (130 foot within the initial Phase). These include, 1) Canyon Springs Boulevard, which enters the Project from Sun City Festival and meanders north, 2) Desert Oasis Boulevard enters the Project from Sun City Festival and meanders north until intersecting with Turner Parkway, and 3) Pinnacle Peak Road, which runs east/west through the project.
- 30. Happy Valley Road is a 120 foot wide arterial street and enters the project from the northeast and intersects into Canyon Springs Boulevard. A series of 80 foot wide Collector streets provide circulation internal to the project, connection to Festival Ranch to the west, and connection to small isolated parcels south of the project and north of the CAP Canal.

Water

31. Several well sites are proposed within Phase 1 of the project and they will be designed and constructed to meet the City's well sites engineering design standards. These proposed wells along with additional future wells will supply raw water to meet the City's firm water supply requirement. As part of the project, North Star Ranch Regional Water Campus will be constructed, and it will include the storage, pumping, and treatment necessary to meet the domestic and fire protection demands of the Project.

Wastewater

31. The nearest infrastructure to the project is the existing gravity collection system south of the CAP Canal and the existing Festival Ranch Water Reclamation Facility (WRF) located approximately three miles southwest of North Star Ranch. A gravity collection system will be constructed to collect the wastewater flows from the project and will convey them to the southwest corner of the project. From there, the preferred offsite sewer alignment is to sewer west through the adjacent parcel (Ni Property) and eventually sewer south to the WRF by gravity.

RECOMMENDATION:

32. Staff recommends the Mayor and City Council conduct a public hearing to adopt Ordinance 52-23, approving a Major CMPA for North Star Ranch, consisting of approximately 2,818 acres located approximately two (2) miles north of the intersection of Sun Valley Parkway and Canyon Springs Boulevard, Case PLZZ-21-00028, subject to Conditions a. through jjj., for the following reasons:

- Conformance with General Plan
- Conformance with Development Code
- No outstanding issues for reviewing departments (Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).

Planning

- a. Development of the property shall be in general conformance to the project narrative report entitled "North Star Ranch Third Community Master Plan Amendment" consisting of 87 pages excluding appendices page count, dated March 4, 2022 and stamped received March 7, 2022, except as modified by the following conditions:
- b. Each phase includes a reasonable amount of open space and amenities, as determined and approved by the Planning Division.

- c. The property owner(s) and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.

Public Works

- d. This subdivision is subject to a Maintenance Improvement District (MID) and in accordance with City of Buckeye Ordinance 42-06. The MID shall be established prior to the recordation of the first Final Plat as determined in the MID guidelines and submitted with the first Final Plat or before.
- e. This subdivision is subject to a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. The SLID shall be established prior to the recordation of the first Final Plat as determined in the SLID guidelines and submitted with the first Final Plat or before.
- f. All trash shall be collected through a City of Buckeye licensed trash hauler, including construction debris. Trash enclosures shall be in accordance with City of Buckeye standards.
- g. In regards to storm drainage, the City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

Water Resources

- h. Waterlines are looped with a minimum of two connections to any phase.
- i. Temporary upstream and downstream drainage provisions are provided for any phase to the satisfaction of the City Engineer.
- j. The North Star Ranch Master Water Report review comments provided by City of Buckeye Water Resources Department that were provided to HilgartWilson (the applicant) by email on April 18, 2022 will be addressed and all civil documents approved prior to Preliminary Plat approval.

Fire

- k. All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.
- l. Two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

- m. Residential developments where the number of dwelling units exceeds 20 shall be provided with two separate and approved fire apparatus access roads.

Engineering - General

- n. Approval of this CMP Amendment is conditioned upon, and will not be effective, until City Council has approved the requisite development agreement approving this CMP Amendment.
- o. Where applicable, no structures may be built on slopes of 15 percent or greater.
- p. The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project.
- q. This subdivision is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statute § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat.
- r. All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.
- s. Phasing of public infrastructure shall be subject to a phasing plan as approved by the Development Services Director and City Engineer.
- t. Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.
- u. The Applicant will submit an electronic CAD and GIS file with full construction documents of the development to the City Engineer, Public Works Department, and GIS Administrator upon Final Plat approval in order to maintain current street records and assist in emergency dispatch and response.
- v. All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five feet. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.

- w. Prior to Final Plat recordation, the City Engineer shall approve all engineering and construction plans and reports for the required infrastructure for the project.
- x. Individual project phases must meet Engineering Design Standard requirements, as may be approved by the City, and including but not limited to water, sewer, drainage, and access requirements.
- y. All utilities must be designed to serve the regional area as described in the CMP Water, Wastewater and Reclaimed Water Master Plans and as approved by the City Engineer.

Engineering - Drainage

- z. Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.
- aa. The Property Owner/Developer must accommodate off-site storm water in the project design plans, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations may not be altered unless there are easements or agreements with adjacent downstream landowners that specifically allow altering the discharge conditions, or as approved by the City.
- bb. The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.
- cc. At the time of improvement plan submittal, the Property Owner/Developer shall provide a comprehensive Drainage Master Plan, which addresses all on-site and off-site drainage requirements and issues. The Drainage Master Plan shall also identify the method by which existing 100-year floodplains will be mitigated.

Engineering - Public Safety

- dd. The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.
- ee. Prior to delivery of any combustible materials to the site for vertical construction, an adequate fire protection system shall be completely operational, with proper fire flow, as approved by the Fire Chief and City Engineer.
- ff. The Property Owner/Developer shall dedicate a two and one half (2.5) to three (3) acre site for a public safety facility, with the precise size, shape and location to be approved by the Fire Chief and City Engineer.

Engineering - Streets

- gg. The Owner/Developer shall submit a Traffic Impact Analysis at the time of Preliminary Plat or Site Plan for review and approval by the City.
- hh. All streets (local, collector, and arterial), sidewalks, parks, and other common areas, as determined by the City Engineer, shall be sufficiently illuminated to ensure the safety and security of persons and property. The City Engineer shall approve all lighting improvements.
- ii. All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment unless otherwise approved by the City.
- jj. Pavement sections for all streets shall be determined in accordance with a City Engineer-approved geotechnical analysis, but shall not be less than the City's minimum requirements.
- kk. Street signs and sign posts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City Engineer.
- ll. Any traffic signals required due to traffic generated by this project shall be installed by the Property Owner/Developer when warranted, as approved by the City. The Property Owner/Developer may enter into a traffic signal reimbursement agreement pursuant to and in accordance with City code requirements that provides for reimbursement from other private property owners for their proportionate share impact based on percentage of traffic generated by each property owner at project buildout or as otherwise mutually agreed. The projected traffic from each contributing property will be determined by a traffic impact analysis prepared by a registered civil engineer and reviewed and approved by the City.
- mm. All traffic signals required within this development are required to be constructed by the Property Owner/Developer when warranted. The Property Owner/Developer may enter into a traffic signal reimbursement agreement pursuant to and in accordance with City code requirements that provides for reimbursement from other private property owners for their proportionate share impact based on percentage of traffic generated by each property owner at project buildout or as otherwise mutually agreed. The projected traffic from each

contributing property will be determined by a traffic impact analysis prepared by a registered civil engineer and reviewed and approved by the City.

- nn. In the event that access to and within a non-residential site located within the project is proven to be a threat to public safety and security, the Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City Engineer and the Development Services Director.
- oo. The Property Owner/Developer shall submit a Map of Dedication (MOD) to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may be requested by the City to be dedicated in advance of development to permit the construction of needed City infrastructure to adjacent sites.
- pp. A bi-directional WB-50 turning diagram is required to be shown for all driveways, drive isles, streets and other access ways. The diagram is required to have a continuous drive path and line segments are not allowed.
- qq. Provide a Transportation Impact Analysis for City review and approval. The TIA needs to cover the entire CMP area.
- rr. The Canyon Springs Bridge is required to be completed prior to the release of any building permits.
- ss. The traffic impact analysis (TIA) prepared for the Project shall be reviewed and approved by the City prior to the approval of any final plats or site plans within the Project. At the direction of the City Engineer, a "Traffic Count and Traffic Count Analysis" shall be prepared by developer on a regular basis, but no more than annually, to determine when thresholds are met which might trigger widening of phased streets or when traffic signals are warranted. The City Engineer shall determine where and when the traffic counts are required. The traffic counts will be limited to those phased streets within the Project, street intersections within the Project which might warrant traffic signals and Canyon Springs Boulevard and Desert Oasis Boulevard north of Sun Valley Parkway. The Property Owner/Developer shall dedicate the half-street right of way for Happy Valley Road and may use the Happy Valley Road for offsite drainage conveyance on an interim basis. While the project uses the right of way for drainage, the Property Owner/Developer shall maintain the right of way. The City has the right to construct Happy Valley Road within the right of way at any time.

Engineering - Wastewater

- tt. At the time of Improvement Plan submittal, the Property Owner/Developer shall submit for review and approval a Sewer Master Plan, which provides sizing calculations for all on-site and off-site sewers.
- uu. Prior to Final Plat approval, an effluent irrigation pipe (Purple Pipe) system shall be designed by the Property Owner/Developer and approved by the City Engineer in order to service association maintained landscaping areas, with the exception of smaller landscape areas, landscape areas with low water usage plantings and those landscape areas that are remote and deemed not economically feasible for the extension of Purple Pipe.
- vv. The Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatments and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project.
- ww. Recharge facilities shall be located and constructed in a manner that the majority of potable wells, as determined by the City Engineer, for the project can be permitted as recovery wells.
- xx. Effluent required for recharge or reuse is directly related to the amount of sewer generation from the land.
- yy. All effluent generated by this project is owned by the City.
- zz. Prior to Final Plat approval, a CMP level Wastewater Master Plan must be provided to the City for review and approval.
- aaa. Prior to Final Plat approval, a CMP level Reclaimed Water Master Plan must be provided to the City for review and approval.

Engineering - Water

- bbb. The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. This includes utilizing non-potable water for construction before using City potable water.
- ccc. To the extent allowed by law, all Type-I Non-irrigation and Irrigation Grandfathered Rights associated with the property shall be properly extinguished and the resulting extinguishment credits conveyed to the City of Buckeye or

- pledged to the City of Buckeye account at the Arizona Department of Water Resources prior to the issuance of any building permits.
- ddd. The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.
 - eee. The Property Owner/Developer shall notify the City's Water Resources Department of the location of any registered and unregistered wells on the property and the Property Owner/Developer and the City's Water Resources Department shall meet and confer to determine if the wells are beneficial or whether they shall be abandoned. Wells shall be abandoned by the Property Owner/Developer if the City's Water Resources Department determines that they present a health and safety hazard or are contributing to groundwater contamination and are not able to be rehabilitated, modified, or re-drilled to prevent the health and safety hazard or groundwater contamination. Abandonment of wells shall be performed pursuant to and in compliance with State law and shall be completed prior to the issuance of any building permits
 - fff. Prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all Arizona Department of Water Resources ADWR rules and regulations. In the event the City has been designated an assured water provided prior to Final Plat approval, and the ADWR has not yet issued a Certificate or Certificates of Assured Water Supply for the subdivision, a Certificate or Certificates of Assured Water Supply will not be required by the City. The City may instead require as a condition to Final Plat approval that the Property Owner/Developer provide the City with other evidence demonstrating that there is sufficient volume and quality of water necessary to serve the demands at the subdivision such as a physical availability determination issued by the ADWR along with supporting documentation or that the Property Owner/Developer provide the City with a copy of an analysis of assured water supply, with supporting documentation, issued by the ADWR for the subdivision.
 - ggg. Prior to Preliminary/Final Plat/Site Plan approval, the Property Owner/Developer shall submit to the City for review and approval Water Master Plans. In order to provide for water production, the Property Owner/Developer may be required to provide additional sites for production wells and water production site on the Preliminary/Final Plat/Site Plan or at off-site locations.

- hhh. In the event the City has been designated by the Arizona Department of Water Resources (ADWR) as having an assured water supply, the Property Owner/Developer has, prior to Final Plat approval and if requested by the City, reduced the volume of its analysis of assured water supply for the subdivision to allow the City to include the relinquished water supply in the City's designation in order that the City may provide water service to the subdivision; provided, however, the Property Owner/Developer may relinquish a portion(s) of its analysis for assured water supply in connection with water service by the City to a Phase or Phases of development of the subdivision if ADWR approves such partial relinquishment and reduction in the analysis volume without negatively impacting the priority of the remaining reserved groundwater under the Property Owner/Developer's analysis of assured water supply. The Property Owner/Developer acknowledges that the City is preparing to submit to ADWR its application for designation as an assured water provider and the Property Owner/Developer agrees to cooperate with and support the City's efforts in processing its designation application. The Property Owner/Developer further agrees that it shall submit to ADWR its request to reduce its analysis, by the volume required to meet the demand of the development included in the designation, as applicable and as requested by the City, upon (1) ADWR's administrative determination that the City's designation application is complete; and (2) written notice from ADWR to the City that ADWR is prepared to issue its order designating the City as an assured water provider upon submission of any applicable requests to reduce analyses of assured water supply as evidence of physical availability (the foregoing requirements collectively referred to as "Analysis Reduction Requirements"). If prior to the date on which ADWR issues its order designating the City as an assured water provider, the law or ADWR policy and procedure change that affect the above Analysis Reduction Requirements for the Property Owner/Developer, the Property Owner/Developer specifically acknowledges and agrees that the City shall have the right to require the Property Owner/Developer's compliance with the new law or ADWR policy or procedure and the Property Owner/Developer agrees that it shall perform its obligations in such regard at its sole cost and expense.
- iii. Prior to Final Plat approval, a CMP level Water Master Plan must be provided to the City for review and approval.

ATTACHMENTS:

Exhibit A - Vicinity Map
Exhibit B - CMPA Document
Exhibit C - Land Use Map
Exhibit D - School Letter
Exhibit E - Citizen Participation Report
Exhibit F – Ordinance 52-23

Prepared By:
Bart Wingard, Principal Planner

Reviewed By:
Adam Copeland, Deputy Planning Director

GAMMAGE & BURNHAM, PLC

ATTORNEYS AT LAW

40 NORTH CENTRAL AVENUE

20TH FLOOR

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(602) 256-4456

January 8, 2024

Via email: hwingard@buckeyeaz.gov

Mr. Bart Wingard
Principal Planner
City of Buckeye
530 E. Monroe Ave.
Buckeye, Arizona 85326

RE: PLZZ-21-00028 – North Star Ranch

Dear Bart:

Please accept this letter as a request that Case No. PLZZ-21-00028, the North Star Ranch CMP Amendment and development agreement, which are currently scheduled for hearing before the City of Buckeye City Council on January 16, 2024, be continued to the February 6, 2024 meeting to allow additional time for the applicant to work with City staff.

Should you have any questions regarding this request, please do not hesitate to contact me.

Sincerely,

GAMMAGE & BURNHAM

By



Susan E. Demmitt

cc: Brian Craig, City of Buckeye: bcraig@buckeyeaz.gov
Adam Copeland, City of Buckeye: acopeland@buckeyeaz.gov
K. Scott McCoy, City of Buckeye: smcoy@buckeyeaz.gov

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

MEETING DATE: 01/16/24	AGENDA ITEM: 6.A. CC - Selection of Vice Mayor 2024
DATE PREPARED: 01/11/24	DISTRICT NO.:
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Public Meeting / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the nomination and appointment of a Vice Mayor for a one-year term beginning January 16, 2024, and ending on January 21, 2025.

SUMMARY

PROJECT DESCRIPTION:

Council voted to approve Ordinance No. 13-13 on December 17, 2013. Council will appoint a Vice Mayor for the term of January 2024 to January 2025.

City Code of Ordinances, Section 2-2-2 - Vice Mayor

A. The council shall, annually, at a scheduled meeting in January, elect by motion a vice mayor from among their number.

B. The vice mayor shall be elected by majority vote of the members of council present at the election meeting. In the event that no candidate receives a majority vote, the two (2) candidates receiving the highest number of votes shall run in a runoff vote until such time as one (1) candidate receives a majority.

C. In the absence or disability of the mayor, the vice mayor shall serve as acting mayor and shall have all the powers, duties and responsibilities of the mayor during such absence or disability.

BENEFITS:

This action will increase the opportunities for the members of the council to serve in a leadership position during their term of office.

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

ATTACHMENTS:

[Nomination_of_Vice_Mayor_2024.pdf](#)

Nomination of Vice Mayor 2024

Lucinda Aja, City Clerk

Code of Ordinances Section 2-2-2 - Vice Mayor



City of Buckeye Code of Ordinances

Section 2-2-2 - Vice Mayor

- A. The council shall, at the first regular meeting in January of each year, elect by motion a vice mayor from among their number.
- B. The vice mayor shall be elected by majority vote of the members of council present at the election meeting. In the event that no candidate receives a majority vote, the two (2) candidates receiving the highest number of votes shall run in a runoff vote until such time as one (1) candidate receives a majority.
- C. In the absence or disability of the mayor, the vice mayor shall serve as acting mayor and shall have all the powers, duties and responsibilities of the mayor during such absence or disability.

History

2012-2014 Brian McAchran

2014-2015 Eric Orsborn

2016 Michelle Hess

2017 Craig Heustis

2018-2019 Eric Orsborn

2020 Craig Heustis

2021 Tony Youngker

2022 Craig Heustis

2023 Michelle Hess

Mayor will accept nominations and council will
vote for the 2024-2025 selection!