



PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

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

**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
NOVEMBER 1, 2016
AGENDA**

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

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.

*Members of the City Council will either attend in person or by telephone conference call or video presentation.
Items listed may be considered by the Council in any order.*

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

2A. Comments from the Public - Members of the audience may comment on any item of interest.
Council Action: Open Meeting Law does not permit Council discussion of items not specifically on the agenda.

2B. Awards/Presentations/Proclamations

Mayor Meck will proclaim November 1, 2016 to be Extra Mile Day.

An award will be presented to Phil Marcotte in recognition of his recent retirement.

3. Minutes

Council to take action on approval of the minutes of the October 4, 2016 Council Workshop and the October 4, 2016 Regular Council Meeting.

4. Expenditures

Council to take action on the request to ratify the payment of the accounts payable expenditures made. Copies of invoices are available at City Hall.

CONSENT AGENDA ITEMS

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 Councilmember requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.

***5. New Business**

- *5A. Council to take action on approval of the Art Display Agreement between the City of Buckeye and the Buckeye Main Street Coalition for the display of works by artist Harold Lyon in City buildings.**

Summary: The City and the Buckeye Main Street Coalition (“Coalition”) desire to promote, sustain, and cultivate public art through the display of art pieces in City buildings. The Coalition has agreed to lend framed paintings by well-known western artist Harold Lyon to be displayed in City Hall and at City libraries for the purpose of art education and community interests. Over the course of two years, paintings will be rotated throughout the display sites. After discussion with the Coalition it was determined the City would not be required to insure the artwork; an amendment to the previously approved Agreement has been made removing the insurance clause.

Staff Liaison: Cheryl Sedig, Community Services Director, (623) 349-6302, csedig@buckeyeaz.gov

- *5B. Council to take action on Resolution No. 68-16 approving an Intergovernmental Agreement between the City of Phoenix and the City of Buckeye relating to grant reimbursement for multiple security upgrades including COX fiber communications infrastructure to the Buckeye Park and Ride; authorizing the City Manager to execute and deliver said Agreement.**

Summary: A grant in the amount of \$36,009 has been awarded to support transit security at the East Buckeye Park and Ride located on the southwest corner of Jackrabbit Trail and Palm Lane. The City of Buckeye is a sub-recipient of Federal Transportation Authority (FTA) funds managed through the City of Phoenix. Along with security enhancements, funding will include constructing new COX fiber communications infrastructure in the area. The required amount to be paid by the City for project costs is \$7,202.

Staff Liaison: Andrea Marquez, Planner II, (623) 349-6220, amarquez@buckeyeaz.gov

6. Continued / Tabled Items

7. Public Hearings / Non-Consent - New Business

- 7A. Council will hold a public hearing and take action on Ordinance No. 19-16 approving the Third Amendment to the Trillium Pre-Annexation and Development Agreement between the City of Buckeye, Arizona JF Purchase LLC and TW Purchase LLC; and approving the Amendment to the Trillium Community Master Plan as described in the Master Plan Amendment No. PLZ-15-00145 (MCMPA15-02).**

Summary: The Community Master Plan Amendment will bring the master plan circulation plan into alignment with the Hassayampa Valley Framework Study and General Plan which identified alignments and road classifications. Land uses are adjusted to foster creation of a 300 acre business park, a 64 acre community center, regional retail, diverse residential options, and an age-restricted component. The Development Agreement Amendment includes extending the construction performance deadlines and extending the term for an additional five years.

Staff Liaison: Ed Boik, Principal Planner, (623) 349-6207, eboik@buckeyeaz.gov

7B. Council to take action on the following Boards and Commissions changes:

Airport Advisory Board -

- **reappoint Paul Daffinrud (District 5) as a Regular Member, with a term expiration date of December, 2020;**
- **reappoint Larry Runge (District 5) as a Regular Member, with a term expiration date of December, 2020;**

Buckeye Pollution Control Corporation -

- **remove Arthur Nehf as a Regular Member;**

Community Services Advisory Board -

- **remove Chester Hetrick (District 6) as a Regular Member, effective December 31, 2016;**
- **reappoint Linda Gross (District 1) as a Regular Member, with a term expiration date of December, 2020;**
- **reappoint Sue Mros (District 2) as a Regular Member, with a term expiration date of December, 2020;**
- **reappoint Teresa Bible (District 6) as a Regular Member, with a term expiration date of December, 2020;**

Library Advisory Board -

- **remove Lynnette Kwasiborski (District 2) as a Regular Member;**
- **appoint Kristen Beeter (District 6) as a Regular Member, with a term expiration date of December, 2020;**

Planning and Zoning Commission -

- **remove Nick Hudec (District 6) as a Regular Member, effective December 31, 2016;**
- **remove Jeffrey Nagy (District 1) as a Regular Member, effective December 31, 2016;**
- **reappoint Thomas Marcinko (At-Large) as a Regular Member, with a term expiration date of December, 2020;**
- **reappoint Preston Hundley (District 2) as a Regular Member, with a term expiration date of December, 2020;**
- **reappoint Deanna Kupcik (District 3) as an Alternate Member, with a term expiration date of December, 2020;**
- **reappoint John Pringle (District 5) as an Alternate Member, with a term expiration date of December, 2020;**
- **appoint Jesse Knight (District 1) as a Regular Member, effective December 31, 2016, with a term expiration date of December, 2020;**
- **appoint Charles Trullinger (District 6) as an Alternate Member, filling the unexpired term vacated by Duane Mitry, with a term expiration date of December, 2019.**

Summary: The City encourages community involvement in our programs through our boards and commissions. Several Board and Commission members have completed their first four-year term and are eligible for an additional four-year term. Reappointments have been recommended for eligible members. Removals have been recommended for members that are ineligible to serve a second four-year term, members that have requested to be removed, and members that have moved out of the City of Buckeye. New members are appointed as vacancies occur and applications demonstrating eligibility are received and reviewed by staff.

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

8. City Manager's Report and Government Relations

Council will receive brief project and program updates from City Manager and his designees

- *Council may ask questions that will be researched and staff will report before and at next meeting*
- *No legal action will be taken at the meeting on matters discussed*
- *Reports may be received on the topics list attached to the agenda*

9. Comments from the Mayor and Council

Mayor and Council may present a brief summary on current events and/or report on any of the Boards and Commissions and other organizations as necessary.

Councilmember Garza:

Councilmember HagEstad:

Councilmember Orsborn:

Buckeye Pollution Control Corporation

Community Development Advisory Committee (CDAC Regular Member)

Valley Metro RPTA Board

WESTMARC

Greater Phoenix Economic Council (GPEC)

Councilmember McAchran:

Airport Advisory Board

Main Street Board

Project Boost, SCOSIC Board

Way Out West (WOW) Coalition Project Manager

Buckeye Youth Council

Councilmember Heustis:

All Faith Board President

Planning and Zoning

Public Safety Retirement Board (Fire)

Vice Mayor Hess:

Community Development Advisory Board (CDAC Alternate Member)

Community Services Advisory Board

Public Safety Retirement Board (Police)

MAG Human Services Coordinating Committee (MAG HSCC Vice Chair)

Southwest Lending Closet Board

Mayor Meck:

All Faith Board

Chamber of Commerce Board

MAG Economic Development Committee

MAG Regional Council

MAG Regional Council Executive Committee

*The Council may not propose, discuss, deliberate, or take any legal action on information presented.
Council may direct inquiries to staff.*

10. Council will make a motion to adjourn the meeting.

Proclamation

Proclamation

Proclamation

Proclamation

Proclamation

**City of Buckeye
Proclamation
Extra Mile Day**

WHEREAS, Buckeye, Arizona is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Buckeye, Arizona is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Buckeye, Arizona is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Buckeye, Arizona acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2016.

NOW THEREFORE BE IT RESOLVED, that I, Jackie A. Meck, Mayor of the City of Buckeye, Arizona do hereby proclaim November 1, 2016, to be Extra Mile Day. I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Given under my hand in these free United States in the City of Buckeye on the 1st day of November, two thousand sixteen and to which I have caused the Seal of the City of Buckeye to be affixed and have made this proclamation public.

Signed: _____
Jackie A. Meck, Mayor

Attest: _____
Lucinda J. Aja, City Clerk

Minutes

Minutes

Minutes

Minutes

Minutes



**CITY OF BUCKEYE
COUNCIL WORKSHOP
OCTOBER 4, 2016
MINUTES**

**City Council Chambers
530 E. Monroe Ave.
Buckeye, AZ 85326
4:15 p.m.**

1. Call to Order/Roll Call

Mayor Meck called the meeting to order at 4:15 p.m.

Members Present: Councilmember HagEstad, Councilmember Orsborn, Councilmember McAchran, Councilmember Heustis, Vice Mayor Hess, and Mayor Meck.

Members Absent: Councilmember Garza.

Departments Present: City Manager Roger Klingler, City Attorney Shiela Schmidt, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Council Carol Conley, Fire Chief Bob Costello, Finance Director Larry Price, Public Works Director Scott Lowe, Public Information Office Bob Bushner, and Economic Development Director Len Becker.

2. Economic Development Catalyst Program Funding Request Presentations for Fiscal Year 2016-2017

Staff Liaison: Len Becker, Economic Development Director

Mr. Becker opened the presentation and provided a review the Economic Development Catalyst Program ("the Program"). The Program is intended to promote the rehabilitation of existing commercial, industrial, or mixed-use properties by offering up to \$25,000 of City funding, per project, toward improvement costs. Applicant and project eligibility was discussed. Funding was approved in the amount of \$100,000 for Fiscal Year 2016-2017; 17 applications were received with a total amount of \$254,409 requested. Applications were then reviewed by City staff, Councilmember Liaisons, and Main Street Stakeholders. After review, eight applicants have been recommended for approval of funding in the total amount of \$100,218.75. Laura Serbin summarized the request for funding by applicant Enrique Gomez on behalf of 2 Amigos Auto Repair; the project consists of the replacement of exterior doors and windows and a new store front façade. Mr. Becker summarized the request for funding by applicant Christopher Denten on behalf of Adelante Healthcare; the project includes façade modernization. Mr. Denten presented statements related to the request and the proposed project. Mr. Becker summarized the request for funding by applicant Joe Blanton on behalf of Millstone Café, Inc. Mr. Blanton presented information related to the proposed project, which consists of installation of custom window awnings and structures. Ms. Serbin provided an overview of the request by applicant Dennis Calik on behalf of National Bank of Arizona; the project includes new exterior finishes, new doors and windows, new entry vestibule with Automatic Teller Machine (ATM), new landscape with existing planters, and repair of concrete sidewalk at entrance. Mr. Becker provided an overview of the request by applicant Lupe Encinas on behalf of Oasis Insurance, LLC. Ms. Encinas presented statements related to the proposed project, which consists of removal and replacement of the patio, removal and replacement of exterior doors and windows, exterior building paint, installation of new exterior lighting, and new landscaping with

landscape lighting. Mr. Becker summarized the request for funding by applicant Salvador Real on behalf of Salvador's Restaurant. John Landry provided information related to the proposed project, which consists of fully refurbishing and converting an apartment complex into a restaurant. Mr. Becker provided an overview of the request for funding by applicant Jonathan Stein on behalf of To The Limit Printing Solutions. Jessica Stein presented statements related to the proposed project, which consists of installation of metal window awnings. Mr. Becker provided an overview of the request for funding by applicant Dave Burtenshaw, on behalf of West Valley Tire. Kris Radics provided information related to the proposed project, which consists of painting the entire exterior of the building and replacement of security doors. Mr. Becker stated the applications will be reviewed by appropriate staff to ensure code compliance. General discussion was held regarding project eligibility, including parking lot projects. Ms. Schmidt clarified project funding must benefit the public and be for a public purpose. Applicants were thanked for their participation.

3. Adjournment

A motion was made by Councilmember Orsborn and seconded by Vice Mayor Hess to adjourn the meeting at 5:20 p.m. Motion passed unanimously.

Jackie A. Meck, 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 the 4th day of October, 2016. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
OCTOBER 4, 2016
MINUTES**

City Council Chambers
530 E. Monroe Ave.
Buckeye, AZ 85326
6:00 p.m.

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

Mayor Meck called the meeting to order at 6:00 p.m. Reverend Vince Parks of Summit Community Church led the invocation. Vice Mayor Hess led the Pledge of Allegiance.

Members Present: Councilmember Garza, Councilmember HagEstad, Councilmember Orsborn, Councilmember McAchran, Councilmember Heustis, Vice Mayor Hess, and Mayor Meck.

Members Absent: None.

Departments Present: City Manager Roger Klingler, City Attorney Shiela Schmidt, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Council Carol Conley, Police Chief Larry Hall, Fire Chief Bob Costello, Finance Director Larry Price, Public Works Director Scott Lowe, Development Services Director George Flores, Information Technology Director Greg Platacz, Water Resources Director Dave Nigh, Public Information Officer Bob Bushner, Economic Development Director Len Becker, Human Resources Director Nancy Love, City Engineer Scott Zipprich, Deputy Director of Planning Terri Hogan, Library Manager Jana White, and Intergovernmental Affairs Manager George Diaz.

2A. Comments from the Public.

Eric Godfrey, Buckeye Union High School District Superintendent, provided statements and information related to the Maintenance and Operations (M&O) Override ballot measure.

2B. Awards/Presentations/Proclamations

Mayor Meck proclaimed October as Community Planning Month.

Mayor Meck proclaimed October as Domestic Violence Awareness Month.

3. Minutes

A motion was made by Councilmember Heustis and seconded by Councilmember Orsborn to approve the minutes of the September 6, 2016 Council Workshop and September 6, 2016 Regular Council Meeting. Motion passed unanimously.

4. Expenditures

A motion was made by Councilmember Orsborn and seconded by Councilmember Heustis to ratify the payment of the accounts payable expenditures made. Motion passed unanimously. Copies of invoices are available at City Hall.

CONSENT AGENDA ITEMS

Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters. A motion was made by Councilmember Orsborn and seconded by Councilmember Heustis to approve Consent Items *5A., *5B., *5C., *5D., *5E., *5F., and *5G. Motion passed unanimously.

***5. New Business**

- *5A. Council to take action on approval of the Non-Profit Community Funding Subcommittee recommendations to award funds to various non-profits serving City of Buckeye Residents.**
Staff Liaison: Robert Wisener, Conservation/Project Manager

Council approved the Non-Profit Community Funding Subcommittee recommendations to award funds to various non-profits serving City of Buckeye Residents.

- *5B. Council to take action on approval of an amendment to the previously approved day of April 2017 for hosting the Vietnam Traveling Memorial Wall at Earl Edgar Park, to November 2017, to align with various Veterans Day activities; authorize staff to approve future amendments to the date as necessary.**
Staff Liaison: Myra Curtis, Community Engagement Manager

Council approved the amendment to the previously approved day of April 2017 for hosting the Vietnam Traveling Memorial Wall at Earl Edgar Park, to November 2017, to align with various Veterans Day activities; authorize staff to approve future amendments to the date as necessary.

- *5C. Council to take action on approval of the award of Economic Development Catalyst Program funding for various properties located in the City of Buckeye.**
Staff Liaison: Len Becker, Economic Development Director

Council approved the award of Economic Development Catalyst Program funding for various properties located in the City of Buckeye.

- *5D. Council to take action on approval of the following purchase, in accordance with the City Vehicle Replacement Policy and budgeted in the Fiscal Year 2016-2017 City of Buckeye annual appropriation: from Sutphen Corporation one (1) Sutphen Custom Pumper (HGAC Contract No. HS-5593).**
Staff Liaison: Scott Lowe, Public Works Director

Council approved the following purchase, in accordance with the City Vehicle Replacement Policy and budgeted in the Fiscal Year 2016-2017 City of Buckeye annual appropriation: from Sutphen Corporation one (1) Sutphen Custom Pumper (HGAC Contract No. HS-5593).

- *5E. Council to take action on the award of the Cooperative Purchase Agreement Addendum (Contract No. 2016-030) to Metering Services, Inc. for Encoded Receiver Transmitter (ERT) installation.**
Staff Liaisons: Chris Williams, Construction/Contracting
Dave Nigh, Water Resources Director

Council awarded the Cooperative Purchase Agreement Addendum (Contract No. 2016-030) to Metering Services, Inc. for Encoded Receiver Transmitter (ERT) installation.

- *5F. Council to take action on the approval of a reclassification of the CALEA (Commission on Accreditation of Law Enforcement Agencies) Accreditation Coordinator to CALEA Accreditation Manager, with an effective date of September 25, 2016.**

Staff Liaisons: Nancy Love, Human Resources Director
Larry Hall, Police Chief

Council approved the reclassification of the CALEA (Commission on Accreditation of Law Enforcement Agencies) Accreditation Coordinator to CALEA Accreditation Manager, with an effective date of September 25, 2016.

- *5G. Council to take action on Resolution No. 63-16 approving a holiday Council meeting schedule by cancelling the Regular City Council Meetings scheduled for November 15, 2016 and December 20, 2016 and holding one Council meeting in the months of November and December.**

Staff Liaison: Lucinda Aja, City Clerk

Council adopted Resolution No. 63-16 approving a holiday Council meeting schedule by cancelling the Regular City Council Meetings scheduled for November 15, 2016 and December 20, 2016 and holding one Council meeting in the months of November and December.

6. Continued / Tabled Items - None.

7. Public Hearings / Non-Consent - New Business

- 7A. Council will take action on the request to authorize the City Manager or designee to expend up to \$150,000 from the undesignated 6.25 fund balance for the purpose of expedited project management and tasks related to the Cardinal IG project.**

Staff Liaison: Len Becker, Economic Development Director

Mr. Becker provided an overview of the request to expend 6.25 funds; Ordinance No. 31-12 sets forth provisions allowing for the use of 6.25 percent of transaction privilege taxes received from the State of Arizona Department of Revenue. These funds may be used for economic development purposes and projects. Staff is requesting authorization to expend up to \$150,000 of the unallocated 6.25 fund balance for the purpose of expedited project management and tasks related to the Cardinal IG economic development project. A motion was made by Councilmember Orsborn and seconded by Councilmember Heustis to authorize the City Manager or designee to expend up to \$150,000 from the undesignated 6.25 fund balance for the purpose of expedited project management and tasks related to the Cardinal IG project. Motion passed unanimously.

- 7B. Council will take action on the First Amendment to the Agreement between the Buckeye Pollution Control Corporation (BPCC) and Allied Waste Industries (Arizona), Inc.**

Staff Liaison: Scott Lowe, Public Works Director

Mr. Lowe provided an overview of the Amendment to the Agreement between the BPCC and Allied Waste Industries (Arizona), Inc. ("Allied"). The amendment serves the purpose of expanding the Southwest Regional Landfill through the acquisition of the adjacent 374.57 acres of Arizona State Land Department property. An aerial map of the property was displayed. The property will be purchased for an amount not to exceed \$3 million, to be paid by Allied through the BPCC. Acquisition of the additional property adjacent to the landfill site ensures the landfill will have an increased lifespan. Members of the BPCC approved the amendment at a Special Meeting held September 27, 2016. Councilmember Heustis requested information related to the purchase. Mr. Lowe clarified the purchase amount is not an

expenditure from the City of Buckeye; funds will be paid by Allied. Councilmember Orsborn requested information related to the landfill lifespan. Chris Coyle, General Manager of Republic Services, discussed the life of the landfill; the expansion of the landfill property will increase the life of the landfill an additional 75 to 80 years. Steps for moving forward were reviewed. Councilmember Orsborn discussed the importance of the public private partnership between the City of Buckeye and Allied; stated the landfill is a revenue source to the City. Mr. Coyle discussed the lease agreement; BPCC owns the land and leases it to Allied, resulting in revenue to the City. Mr. Coyle stated this landfill is the largest in the State of Arizona operated by Republic Services. Mayor Meck stated the facility has been well-maintained by Allied and thanked them for their partnership. A motion was made by Councilmember Orsborn and seconded by Councilmember Heustis to approve the First Amendment to the Agreement between the Buckeye Pollution Control Corporation (BPCC) and Allied Waste Industries (Arizona), Inc. Motion passed unanimously.

7C. Council will take action on Resolution No. 64-16 amending the Personnel Rules and Policies of the City of Buckeye, Chapter 4, Classification and Compensation, relating to overtime pay and declaring an emergency.

Staff Liaison: Nancy Love, Human Resources Director

Ms. Love provided an overview of the request to amend the Personnel Rules and Policies relating to overtime pay. Currently, when a non-exempt employee takes bereavement leave, those hours away from work are not considered hours worked for the purpose of calculating overtime. Council agreed to include bereavement leave as hours worked for fire personnel with the approval of the Fiscal Year 2016-2017 Fire Memorandum of Understanding on September 6, 2016. The current bereavement leave policy for personnel, except for fire personnel, was discussed. This Amendment to the City of Buckeye Personnel Rules and Policies will allow bereavement hours to be considered hours worked when considering overtime calculations for all non-exempt employees eligible for overtime pay. Councilmember HagEstad requested further information regarding bereavement leave hours taken during normal working hours. Ms. Love clarified calculation of bereavement leave hours will only include leave taken during normal working hours; an employee would not be eligible for paid bereavement leave hours during non-working days, including Fridays for employees whose normal schedule is Monday through Thursday. Councilmember Orsborn stated that, in order to remain consistent with his previous nay vote when the bereavement pay policy was approved for fire personnel, he intends to vote nay on this item. Vice Mayor Hess requested information related to the number of employees currently eligible for overtime pay. Ms. Love stated approximately 50 percent of employees are non-exempt and eligible for overtime pay. Councilmember Heustis requested further information related to non-exempt employees. Ms. Love stated this policy would affect all non-exempt employees, including police officers eligible for overtime. Mayor Meck stated provisions approved for fire personnel should be approved for all employees. A motion was made by Councilmember Heustis and seconded by Councilmember McAchran to adopt Resolution No. 64-16 amending the Personnel Rules and Policies of the City of Buckeye, Chapter 4, Classification and Compensation, relating to overtime pay and declaring an emergency. A roll call vote reflected Councilmember Garza, Councilmember HagEstad, Councilmember McAchran, Councilmember Heustis, Vice Mayor Hess, and Mayor Meck voted aye; Councilmember Orsborn voted nay. Motion carried.

8. City Manager's Report and Government Relations

Mr. Lowe provided an update of improvements made at the rodeo grounds and displayed photographs of the updates.

9. Comments from the Mayor and Council

Councilmember Garza: no comment.

Councilmember HagEstad: no comment.

Councilmember Orsborn: no comment.

Councilmember McAchran: recognized Zion Wiley of the Buckeye Youth Council who was present to observe the meeting.

Councilmember Heustis: provided statements related to General Election ballot measures; stated All Faith Community Services will be the recipient of funds raised at a recent benefit.

Vice Mayor Hess: no comment.

Mayor Meck: provided statements related to General Election ballot measures; stated a golf tournament was held for the benefit of All Faith Community Services, Homeless Youth, and White Tank Mountains Conservancy with approximately \$70,000 in profits generated.

10. Council will make a motion to adjourn the meeting.

A motion was made by Councilmember Orsborn and seconded by Councilmember Heustis to adjourn the meeting at 6:44 p.m. Motion passed unanimously.

Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on the 4th day of October, 2016. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

Expenditures

Expenditures

Expenditures

Expenditures

Expenditures



10/12/2016 16:14
ptulkan

City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

P 4
apwarrnt

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 101216ap 10/12/2016 DUE DATE: 10/12/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1706 NATIONAL METER & AUTOM	1 40003351 520575	00001	21700201	INV	10/01/2016	s1075102001 71.05 71.05 Invoice Net	71.05 -----
1782 POSTMASTER	1 10004150 521510	00000		INV	10/05/2016	2016-11-05-104 215.00 215.00 Invoice Net	215.00 -----
3082 RITTOCH-POWELL & ASSOCI	1 79047753 701197	00000	20150375	INV	10/11/2016	3581 5,181.70 5,181.70 Invoice Net	5,181.70 -----
=====							
3 INVOICES						CHECK TOTAL	5,467.75
						CASH ACCOUNT BALANCE	18,760,938.35
=====							

10/12/2016 16:14
ptulkan

City of Buckeye, AZ - LIVE
PREPAID INVOICE LIST

P 1
apawrrnt

CHECK: 101216ap 10/12/2016

VENDOR	VENDOR NAME	R	INVOICE	PO	TYPE	DUE DATE	AMOUNT	CHECK COMMENT
CASH ACCOUNT: 9999 104000 Cash in Bank - Checking								
1978	3M COMPANY	00001	ss30390		21700094	INV 10/12/2016	7,386.98	104354 SIGNS & MARKINGS C
1103	AQUATIC ENVIRON	00000	39628		21700180	INV 10/11/2016	354.70	104355 "PULSAR CHEMICALS"
1104	ARAMARK UNIFORM	00000	472112268		21700158	INV 10/11/2016	366.39	104356 ANNUAL PO FOR UNIF
1104	ARAMARK UNIFORM	00000	472112269		21700158	INV 10/11/2016	74.17	104356 ANNUAL PO FOR UNIF
1104	ARAMARK UNIFORM	00000	472112267		21700158	INV 10/11/2016	60.71	104356 ANNUAL PO FOR UNIF
1104	ARAMARK UNIFORM	00000	472112270		21700158	INV 10/11/2016	22.47	104356 ANNUAL PO FOR UNIF
1104	ARAMARK UNIFORM	00000	472112257		21700158	INV 10/11/2016	162.68	104356 ANNUAL PO FOR UNIF
1137	ARIZONA WATER C	00001	oct 2016		21700351	INV 10/11/2016	75.00	104357 ANNUAL PO FOR WATE
1151	AZ BLUE STAKE,	00000	2016am1210		21700319	INV 10/10/2016	415.67	104358 ANNUAL PO FOR MONT
1165	AZ GLOVE & SAFE	00001	7408626		21700337	INV 10/12/2016	363.30	104359 ANNUAL PO FOR FIRS
1193	BAKER AND TAYLO	00001	61191		21700303	INV 10/11/2016	40.00	104360 PUBLICATIONS, AUDI
1193	BAKER AND TAYLO	00001	61311		21700303	INV 10/11/2016	10.00	104360 PUBLICATIONS, AUDI
1234	BROWN'S PARTSMA	00000	921480		21700183	INV 10/12/2016	414.20	104361 PLUMBING SUPPLIES
1250	BUCKEYE VALLEY	00001	cob063020161		21700476	INV 10/11/2016	138.68	104362 Buckeye Valley New
1250	BUCKEYE VALLEY	00001	92120162		21700476	INV 10/11/2016	780.08	104362 Buckeye Valley New
1250	BUCKEYE VALLEY	00001	92120164		21700476	INV 10/11/2016	34.67	104362 Buckeye Valley New
1250	BUCKEYE VALLEY	00001	92120165		21700476	INV 10/11/2016	104.01	104362 Buckeye Valley New
1250	BUCKEYE VALLEY	00001	92120166		21700476	INV 10/11/2016	138.68	104362 Buckeye Valley New
1250	BUCKEYE VALLEY	00001	92120168		21700476	INV 10/11/2016	34.67	104362 Buckeye Valley New
1250	BUCKEYE VALLEY	00001	92120169		21700476	INV 10/11/2016	779.96	104362 Buckeye Valley New
1250	BUCKEYE VALLEY	00001	921201610		21700476	INV 10/11/2016	179.88	104362 Buckeye Valley New
1250	BUCKEYE VALLEY	00001	921201614		21700476	INV 10/11/2016	98.88	104362 Buckeye Valley New
1250	BUCKEYE VALLEY	00001	921201615		21700476	INV 10/11/2016	104.01	104362 Buckeye Valley New
1257	BUSTAMANTE & KU	00000	sept 2016		21700026	INV 10/11/2016	10,000.00	104363 MISCELLANEOUS SERV
1274	CALVERT OIL COM	00000	134215		21700336	INV 10/11/2016	2,904.76	104364 ANNUAL PO FOR DRIP
1279	CANON SOLUTIONS	00001	988742799		21700028	INV 10/12/2016	380.00	104365 Canon Office Suppl
1284	CEMEX	00001	9434176964		21700149	INV 10/11/2016	556.24	104366 CONCRETE FOR PROJE
3021	CINTAS CORP NO	00000	466275848		21700076	INV 10/12/2016	137.89	104367 FLEET UNIFORM RENT
3021	CINTAS CORP NO	00000	466275847		21700076	INV 10/12/2016	42.22	104367 FLEET UNIFORM RENT
3021	CINTAS CORP NO	00000	466275846		21700270	INV 10/12/2016	5.29	104367 OPEN PO FY16-17 EN
1303	CITY ELECTRIC S	00001	28559		21700185	INV 10/11/2016	369.04	104368 FACILITIES - LIGHT
1303	CITY ELECTRIC S	00001	55191		21700185	INV 10/11/2016	124.67	104368 FACILITIES - LIGHT
1330	CORE CONST. SER	00000	23015035app10		20150290	INV 10/01/2016	45,745.96	104369 FIRE STATION 704 C
1343	CUMMINS ROCKY M	00000	10096158		21700112	INV 10/12/2016	110.54	104370 EQUIPMENT MAINTENA
1363	DESERT EDGE AUT	00000	5273		21700473	INV 10/12/2016	1,065.39	104371 EQUIPMENT MAINTENA
1363	DESERT EDGE AUT	00000	5314		21700471	INV 10/12/2016	2,683.58	104371 EQUIPMENT MAINTENA
1406	ENTERSECT	00001	1016ep31005		21700145	INV 10/01/2016	75.00	104372 DATA PROCESSING, C
5114	EPS GROUP, INC.	00001	14-207.18-10			INV 10/06/2016	70.00	104373 AFS-14-025 N MILLE
5114	EPS GROUP, INC.	00002	14-207.18-13			INV 10/06/2016	4,490.00	104374 AFS-14-025 N MILLE
5114	EPS GROUP, INC.	00002	14-207.18-12			INV 10/06/2016	10,400.00	104374 AFS-14-025 N MILLE
5114	EPS GROUP, INC.	00002	14-207.18-11			INV 10/06/2016	1,265.00	104374 AFS-14-025 N MILLE
3029	EVERBRIDGE INC	00001	m30464		21700174	INV 10/06/2016	2,765.56	104375 DATA PROCESSING, C
1414	EWING IRRIGATIO	00000	2259433		21700088	INV 10/11/2016	71.59	104376 SUPPLIES AND PARTS
1431	FELIX CONSTRUCT	00000	2014026app170121916		20150381	INV 10/06/2016	93,885.70	104377 EFFLUENT LINE (CEN
1432	FERGUSON ENTERP	00001	284350		21700192	INV 10/12/2016	1,437.86	104378 ANNUAL PO MATERIA
1432	FERGUSON ENTERP	00001	281187		21700241	INV 10/12/2016	937.87	104378 ANNUAL PO-MATERIAL
1432	FERGUSON ENTERP	00001	284819		21700241	INV 10/12/2016	1,079.78	104378 ANNUAL PO-MATERIAL



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VENDOR	VENDOR NAME	R	INVOICE	PO	TYPE	DUE DATE	AMOUNT	CHECK COMMENT
1432	FERGUSON ENTERP	00001	283701	21700241	INV	10/12/2016	4,959.63	104378 ANNUAL PO-MATERIAL
1432	FERGUSON ENTERP	00001	284201	21700241	INV	10/12/2016	5,011.59	104378 ANNUAL PO-MATERIAL
1432	FERGUSON ENTERP	00001	283354	21700241	INV	10/12/2016	446.22	104378 ANNUAL PO-MATERIAL
1432	FERGUSON ENTERP	00001	283994	21700241	INV	10/12/2016	5,476.48	104378 ANNUAL PO-MATERIAL
1432	FERGUSON ENTERP	00001	284303	21700241	INV	10/12/2016	1,230.29	104378 ANNUAL PO-MATERIAL
1432	FERGUSON ENTERP	00001	273531	21700242	INV	10/12/2016	3,418.47	104378 ANNUAL PO FOR FIRE
1440	FLEETPRIDE INC	00000	79918478	21700115	INV	10/12/2016	71.15	104379 AUTOMOTIVE AND TRA
1440	FLEETPRIDE INC	00000	80262780	21700115	INV	10/12/2016	64.70	104379 AUTOMOTIVE AND TRA
1440	FLEETPRIDE INC	00000	80195488	21700115	INV	10/12/2016	55.63	104379 AUTOMOTIVE AND TRA
1440	FLEETPRIDE INC	00000	80137392	21700115	INV	10/12/2016	69.90	104379 AUTOMOTIVE AND TRA
1440	FLEETPRIDE INC	00000	80168459	21700285	INV	10/12/2016	34.89	104379 AUTOMOTIVE / EQUIP
1440	FLEETPRIDE INC	00000	80301787	21700285	INV	10/12/2016	13.83	104379 AUTOMOTIVE / EQUIP
1440	FLEETPRIDE INC	00000	80107007	21700285	INV	10/12/2016	28.03	104379 AUTOMOTIVE / EQUIP
1440	FLEETPRIDE INC	00000	79959316	21700285	INV	10/12/2016	19.42	104379 AUTOMOTIVE / EQUIP
1440	FLEETPRIDE INC	00000	79949835	21700285	INV	10/12/2016	6.35	104379 AUTOMOTIVE / EQUIP
1440	FLEETPRIDE INC	00000	79897053	21700285	INV	10/12/2016	55.38	104379 AUTOMOTIVE / EQUIP
1447	FOREMOST PROMOT	00000	358020		INV	10/05/2016	1,182.72	104380 police supplies
1455	FREIGHTLINER, S	00000	xp00119714601	21700116	INV	10/12/2016	195.02	104381 PARTS AND SERVICE
1455	FREIGHTLINER, S	00000	xp00119985501	21700116	INV	10/12/2016	87.08	104381 PARTS AND SERVICE
1455	FREIGHTLINER, S	00000	xp00119467101	21700116	INV	10/12/2016	343.96	104381 PARTS AND SERVICE
1455	FREIGHTLINER, S	00000	xp00120106001	21700116	INV	10/12/2016	408.00	104381 PARTS AND SERVICE
1455	FREIGHTLINER, S	00000	xp00120187501	21700116	INV	10/12/2016	41.37	104381 PARTS AND SERVICE
1497	HAMILTON'S TOWI	00001	90030	21700255	INV	10/12/2016	33.00	104382 VEHICLE TOWING- ON
1497	HAMILTON'S TOWI	00001	89322	21700255	INV	10/12/2016	61.00	104382 VEHICLE TOWING- ON
1501	HARRINGTON INDU	00000	1518981	21700292	INV	10/11/2016	176.88	104383 ANNUAL PO TO REBUI
1506	HELENA CHEMICAL	00001	1043655	21700090	INV	10/11/2016	959.89	104384 PESTICIDE AND HERB
1513	HILL BROTHERS C	00000	4425918	21700243	INV	10/11/2016	351.86	104385 ANNUAL PO FOR CHLO
1513	HILL BROTHERS C	00000	4425824	21700119	INV	10/12/2016	117.29	104385 ANNUAL PO FOR CHEM
1513	HILL BROTHERS C	00000	4425823	21700119	INV	10/12/2016	234.58	104385 ANNUAL PO FOR CHEM
1513	HILL BROTHERS C	00000	4425666	21700119	INV	10/12/2016	117.29	104385 ANNUAL PO FOR CHEM
1559	INTERSTATE BATT	00000	100367603	21700282	INV	10/12/2016	151.23	104386 BATTERIES FOR VEHI
1559	INTERSTATE BATT	00000	100367425	21700282	INV	10/12/2016	813.61	104386 BATTERIES FOR VEHI
1573	JOHN DEERE COMP	00001	115502341	21700376	INV	10/12/2016	10,535.82	104387 AUTOMOBILES, SCHOO
1592	KWIK TOW	00001	83094	21700417	INV	10/01/2016	239.00	104388 VEHICLE TOWING
1646	MAR. CO. ATTN.	00000	10/11/16		INV	10/11/2016	146.15	104389 INTEREST ON RICO T
3069	MISCO WATER	00001	11174azbr	21700434	INV	10/11/2016	750.00	104390 CALIBRATE FLOW MET
1725	NORWOOD EQUIPME	00000	51945n	21700122	INV	10/12/2016	169.89	104391 SWEEPERS, STREET,
1725	NORWOOD EQUIPME	00000	51902n	21700122	INV	10/12/2016	509.62	104391 SWEEPERS, STREET,
1725	NORWOOD EQUIPME	00000	51869n	21700122	INV	10/12/2016	148.53	104391 SWEEPERS, STREET,
1725	NORWOOD EQUIPME	00000	51839n	21700122	INV	10/12/2016	300.57	104391 SWEEPERS, STREET,
999998	ONE TIME PAY	00000	B.STOCKLEY		INV	10/10/2016	50.00	104392 2012 IFC FUNDAMENT
999997	OTP-UB REFUNDS	00000	10689601		INV	10/06/2016	4,320.00	104393 refund of over bil
1782	POSTMASTER	00000	13736		INV	10/10/2016	20,000.00	104394 Postage for UB
1786	POWER DMS, INC	00000	12882	21700172	INV	10/12/2016	5,830.99	104395 DATA PROCESSING, C
1805	PURCELL TIRE CO	00000	60194217	21700490	INV	10/12/2016	894.30	104396 TIRES AND TUBES FO
1805	PURCELL TIRE CO	00000	60194527	21700490	INV	10/12/2016	839.35	104396 TIRES AND TUBES FO
1805	PURCELL TIRE CO	00000	60194526	21700490	INV	10/12/2016	276.45	104396 TIRES AND TUBES FO
1822	RAINFOREST PLUM	00000	cm446810	21700074	CRM	10/11/2016	-759.00	104397 AIR CONDITIONING,
1822	RAINFOREST PLUM	00000	446224	21700074	INV	10/11/2016	3,536.00	104397 AIR CONDITIONING,

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VENDOR	VENDOR NAME	R	INVOICE	PO	TYPE	DUE DATE	AMOUNT	CHECK COMMENT
1842	ROADWAY ELECTRI	00001	10	21700474	INV	10/11/2016	4,065.00	104398 ELECTRICAL EQUIPME
1842	ROADWAY ELECTRI	00001	9	21700474	INV	10/11/2016	7,865.00	104398 ELECTRICAL EQUIPME
1842	ROADWAY ELECTRI	00001	8	21700474	INV	10/11/2016	4,065.00	104398 ELECTRICAL EQUIPME
1869	SAN TAN FORD	00000	f163134	21700079	INV	10/12/2016	31,815.70	104399 AUTOMOTIVE VEHICLE
1858	SHI INTERNATION	00001	b05606267	21700427	INV	10/12/2016	2,673.45	104400 COMPUTER SOFTWARE
1944	STANDARD PRINTI	00001	247901	21700346	INV	10/11/2016	353.98	104401 ANNUAL PO FOR UTIL
1944	STANDARD PRINTI	00001	247867	21700346	INV	10/11/2016	633.58	104401 ANNUAL PO FOR UTIL
1944	STANDARD PRINTI	00001	247957	21700346	INV	10/11/2016	218.45	104401 ANNUAL PO FOR UTIL
5229	SWEETWATER AUTO	00001	1003447	21700347	INV	10/12/2016	406.67	104402 EQUIPMENT MAINTENA
5229	SWEETWATER AUTO	00001	1003448	21700347	INV	10/12/2016	406.67	104402 EQUIPMENT MAINTENA
5229	SWEETWATER AUTO	00001	1003451	21700347	INV	10/12/2016	406.67	104402 EQUIPMENT MAINTENA
1227	TERRY W BRAN	00000	1609	21700102	INV	10/11/2016	250.00	104403 AIRPORT MONTHLY MA
1884	THE SEGAL COMPA	00000	290555	21700207	INV	10/11/2016	2,166.67	104404 CONSULTING SERVICE
5256	ZUMAR INDUSTRIE	00001	29467	21700374	INV	10/12/2016	316.68	104405 OPEN PO FY16-17 SU
CASH ACCOUNT	9999		104000				322,411.66	TOTAL



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CHECK SUMMARY

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DUE DATE: 10/12/2016

FUND ORG	ACCOUNT		AMOUNT	AVLB BUDGET
1000 10004150 Community Svc Admi	1000-40-125-150-0000-521510-	Postage and Freight	215.00	11,554.11
		FUND TOTAL	<u>215.00</u>	
CASH ACCOUNT 9999 104000	BALANCE 18,760,938.35			
4000 40003351 Customer Svc Meter	4000-30-210-351-0000-520575-	Water Meters R & M	71.05	426,937.56
		FUND TOTAL	<u>71.05</u>	
CASH ACCOUNT 9999 104000	BALANCE 18,760,938.35			
7904 79047753 Roosevelt St ID	7904-70-700-753-0000-701197-	Engineering Services	5,181.70	33.60
		FUND TOTAL	<u>5,181.70</u>	
CASH ACCOUNT 9999 104000	BALANCE 18,760,938.35			
=====				
CHECK SUMMARY TOTAL			5,467.75	
=====				
GRAND TOTAL			327,879.41	
=====				

** END OF REPORT - Generated by Pam Tulkan **

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 101216ap 10/12/2016 DUE DATE: 10/12/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1978 3M COMPANY	1 38103202 521715	00001	21700094	INV	10/12/2016	ss30390 7,386.98 7,386.98 CHECK TOTAL	7,386.98
1103 AQUATIC ENVIRONMENTAL	1 10003170 521540	00000	21700180	INV	10/11/2016	39628 354.70 354.70 CHECK TOTAL	354.70
1104 ARAMARK UNIFORM & CARE	1 40003210 521922 2 40013220 521922	00000	21700158	INV	10/11/2016	472112268 306.18 60.21 Invoice Net 366.39	
1104 ARAMARK UNIFORM & CARE	1 40003210 521922 2 40013220 521922	00000	21700158	INV	10/11/2016	472112269 13.13 61.04 Invoice Net 74.17	
1104 ARAMARK UNIFORM & CARE	1 40003210 521922	00000	21700158	INV	10/11/2016	472112267 60.71 60.71 Invoice Net	
1104 ARAMARK UNIFORM & CARE	1 40003210 521922	00000	21700158	INV	10/11/2016	472112270 22.47 22.47 Invoice Net	
1104 ARAMARK UNIFORM & CARE	1 40013220 521922	00000	21700158	INV	10/11/2016	472112257 162.68 162.68 CHECK TOTAL	686.42
1137 ARIZONA WATER COMPANY	1 40013220 526120	00001	21700351	INV	10/11/2016	oct 2016 75.00 75.00 CHECK TOTAL	75.00
1151 ARIZONA BLUE STAKE, IN	1 40003350 521514	00000	21700319	INV	10/10/2016	2016am1210 415.67 415.67 CHECK TOTAL	415.67
1165 ARIZONA GLOVE & SAFETY	1 40013221 522152	00001	21700337	INV	10/12/2016	7408626 363.30 363.30 CHECK TOTAL	363.30
1193 BAKER & TAYLOR	1 10004151 521550	00001	21700303	INV	10/11/2016	61191 40.00 40.00 Invoice Net	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1193 BAKER & TAYLOR	00001 21700303 INV 10/11/2016					61311	
1 10004151 521550	CommSvcLib BksLb					10.00	
	Invoice Net					10.00	
						CHECK TOTAL	50.00
1234 BROWN'S PARTSMASTER IN	00000 21700183 INV 10/12/2016					921480	
1 10003170 520506	PubWrkAdmi RepRep					414.20	
	Invoice Net					414.20	
						CHECK TOTAL	414.20
1250 MARLENA M TURNER	00001 21700476 INV 10/11/2016					cob063020161	
1 10001102 523055	City Clerk PrinAdv					138.68	
	Invoice Net					138.68	
1250 MARLENA M TURNER	00001 21700476 INV 10/11/2016					92120162	
1 10001102 523055	City Clerk PrinAdv					780.08	
	Invoice Net					780.08	
1250 MARLENA M TURNER	00001 21700476 INV 10/11/2016					92120164	
1 10001102 523055	City Clerk PrinAdv					34.67	
	Invoice Net					34.67	
1250 MARLENA M TURNER	00001 21700476 INV 10/11/2016					92120165	
1 10001102 523055	City Clerk PrinAdv					104.01	
	Invoice Net					104.01	
1250 MARLENA M TURNER	00001 21700476 INV 10/11/2016					92120166	
1 10001102 523055	City Clerk PrinAdv					138.68	
	Invoice Net					138.68	
1250 MARLENA M TURNER	00001 21700476 INV 10/11/2016					92120168	
1 10001102 523055	City Clerk PrinAdv					34.67	
	Invoice Net					34.67	
1250 MARLENA M TURNER	00001 21700476 INV 10/11/2016					92120169	
1 10001102 523055	City Clerk PrinAdv					779.96	
	Invoice Net					779.96	
1250 MARLENA M TURNER	00001 21700476 INV 10/11/2016					921201610	
1 10001102 523055	City Clerk PrinAdv					179.88	
	Invoice Net					179.88	
1250 MARLENA M TURNER	00001 21700476 INV 10/11/2016					921201614	
1 10001102 523055	City Clerk PrinAdv					98.88	
	Invoice Net					98.88	
1250 MARLENA M TURNER	00001 21700476 INV 10/11/2016					921201615	
1 10001102 523055	City Clerk PrinAdv					104.01	
	Invoice Net					104.01	
						CHECK TOTAL	2,393.52
1257 BUSTAMANTE & KUFFNER P	00000 21700026 INV 10/11/2016					sept 2016	
1 10001110 520021	Fin Adm Prosec					10,000.00	
	Invoice Net					10,000.00	
						CHECK TOTAL	10,000.00



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 101216ap 10/12/2016 DUE DATE: 10/12/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1274	CALVERT OIL COMPANY	00000	21700336	INV	10/11/2016	134215	
	1 40003212 520581			CtrBuck	WellMaintR	726.19	
	2 40003213 520581			SundBuck	WellMaintR	2,178.57	
				Invoice Net		2,904.76	
				CHECK TOTAL		2,904.76	-----
1279	CANON SOLUTIONS AMERIC	00001	21700028	INV	10/12/2016	988742799	
	1 10005185 521501			Eng	OffSupEq	380.00	
				Invoice Net		380.00	
				CHECK TOTAL		380.00	-----
1284	CEMEX	00001	21700149	INV	10/11/2016	9434176964	
	1 38103202 520502			HURFund	StrOverRM	556.24	
				Invoice Net		556.24	
				CHECK TOTAL		556.24	-----
3021	CINTAS CORPORATION NO	00000	21700076	INV	10/12/2016	466275848	
	1 38103202 521922			HURFund	Uniform	137.89	
				Invoice Net		137.89	
3021	CINTAS CORPORATION NO	00000	21700076	INV	10/12/2016	466275847	
	1 10003171 521922			PubWrkVeh	Uniform	42.22	
				Invoice Net		42.22	
3021	CINTAS CORPORATION NO	00000	21700270	INV	10/12/2016	466275846	
	1 40053205 521922			SW	Uniform	5.29	
				Invoice Net		5.29	
				CHECK TOTAL		185.40	-----
1303	COLORADO ELECTRIC SUPP	00001	21700185	INV	10/11/2016	28559	
	1 10003170 520506			PubWrkAdmi	RepRep	369.04	
				Invoice Net		369.04	
1303	COLORADO ELECTRIC SUPP	00001	21700185	INV	10/11/2016	55191	
	1 10003170 520506			PubWrkAdmi	RepRep	124.67	
				Invoice Net		124.67	
				CHECK TOTAL		493.71	-----
1330	CORE CONSTRUCTION INC	00000	20150290	INV	10/01/2016	23015035app10	
	1 50252140 540030			CIPFire	Bldgs	45,745.96	
				Invoice Net		45,745.96	
				CHECK TOTAL		45,745.96	-----
1343	CUMMINS ROCKY MOUNTAIN	00000	21700112	INV	10/12/2016	10096158	
	1 10003171 521502			PubWrkVeh	ProSupEq	110.54	
				Invoice Net		110.54	
				CHECK TOTAL		110.54	-----
1363	DESERT EDGE AUTO BODY	00000	21700473	INV	10/12/2016	5273	
	1 31001115 521508			RiskMgmt	AutoExp	1,065.39	
				Invoice Net		1,065.39	

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 101216ap 10/12/2016 DUE DATE: 10/12/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1363	DESERT EDGE AUTO BODY 1 31001115 521508	00000	21700471	INV	10/12/2016	5314 2,683.58 2,683.58 CHECK TOTAL	3,748.97 -----
1406	ENTERSECT 1 10002121 526120	00001	21700145	INV	10/01/2016	1016ep31005 75.00 75.00 CHECK TOTAL	75.00 -----
5114	EPS GROUP, INC. 1 40013220 542030	00001		INV	10/06/2016	14-207.18-10 70.00 70.00 CHECK TOTAL	70.00 -----
5114	EPS GROUP, INC. 1 40013220 542030	00002		INV	10/06/2016	14-207.18-13 4,490.00 4,490.00	
5114	EPS GROUP, INC. 1 40013220 542030	00002		INV	10/06/2016	14-207.18-12 10,400.00 10,400.00	
5114	EPS GROUP, INC. 1 40013220 542030	00002		INV	10/06/2016	14-207.18-11 1,265.00 1,265.00 CHECK TOTAL	16,155.00 -----
3029	EVERBRIDGE INC 1 10002121 526120	00001	21700174	INV	10/06/2016	m30464 2,765.56 2,765.56 CHECK TOTAL	2,765.56 -----
1414	EWING IRRIGATION 1 10003170 520506	00000	21700088	INV	10/11/2016	2259433 71.59 71.59 CHECK TOTAL	71.59 -----
1431	FELIX CONSTRUCTION COM 1 40013220 542030	00000	20150381	INV	10/06/2016	2014026app170121916 93,885.70 93,885.70 CHECK TOTAL	93,885.70 -----
1432	FERGUSON ENTERPRISES I 1 40003351 520575	00001	21700192	INV	10/12/2016	284350 1,437.86 1,437.86	
1432	FERGUSON ENTERPRISES I 1 40003350 521514	00001	21700241	INV	10/12/2016	281187 937.87 937.87	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK: 101216ap 10/12/2016 DUE DATE: 10/12/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1432 FERGUSON ENTERPRISES I	00001 21700241 INV 10/12/2016					284819	
1 40003350 521514	WtrDistrib WtrDiSysRM					1,079.78	
	Invoice Net					1,079.78	
1432 FERGUSON ENTERPRISES I	00001 21700241 INV 10/12/2016					283701	
1 40003350 521514	WtrDistrib WtrDiSysRM					4,959.63	
	Invoice Net					4,959.63	
1432 FERGUSON ENTERPRISES I	00001 21700241 INV 10/12/2016					284201	
1 40003350 521514	WtrDistrib WtrDiSysRM					5,011.59	
	Invoice Net					5,011.59	
1432 FERGUSON ENTERPRISES I	00001 21700241 INV 10/12/2016					283354	
1 40003350 521514	WtrDistrib WtrDiSysRM					446.22	
	Invoice Net					446.22	
1432 FERGUSON ENTERPRISES I	00001 21700241 INV 10/12/2016					283994	
1 40003350 521514	WtrDistrib WtrDiSysRM					5,476.48	
	Invoice Net					5,476.48	
1432 FERGUSON ENTERPRISES I	00001 21700241 INV 10/12/2016					284303	
1 40003350 521514	WtrDistrib WtrDiSysRM					1,230.29	
	Invoice Net					1,230.29	
1432 FERGUSON ENTERPRISES I	00001 21700242 INV 10/12/2016					273531	
1 40003350 520574	WtrDistrib FirHyRM					3,418.47	
	Invoice Net					3,418.47	
						CHECK TOTAL	23,998.19
1440 FLEETPRIDE INC	00000 21700115 INV 10/12/2016					79918478	
1 10003171 521502	PubWrkVeh ProSupEq					71.15	
	Invoice Net					71.15	
1440 FLEETPRIDE INC	00000 21700115 INV 10/12/2016					80262780	
1 10003171 521502	PubWrkVeh ProSupEq					64.70	
	Invoice Net					64.70	
1440 FLEETPRIDE INC	00000 21700115 INV 10/12/2016					80195488	
1 10003171 521502	PubWrkVeh ProSupEq					55.63	
	Invoice Net					55.63	
1440 FLEETPRIDE INC	00000 21700115 INV 10/12/2016					80137392	
1 10003171 521502	PubWrkVeh ProSupEq					69.90	
	Invoice Net					69.90	
1440 FLEETPRIDE INC	00000 21700285 INV 10/12/2016					80168459	
1 40003218 521508	Global AutoExp					34.89	
	Invoice Net					34.89	
1440 FLEETPRIDE INC	00000 21700285 INV 10/12/2016					80301787	
1 40003218 521508	Global AutoExp					13.83	
	Invoice Net					13.83	
1440 FLEETPRIDE INC	00000 21700285 INV 10/12/2016					80107007	
1 40003218 521508	Global AutoExp					28.03	
	Invoice Net					28.03	
1440 FLEETPRIDE INC	00000 21700285 INV 10/12/2016					79959316	
1 40003351 521508	CustSvcMtr AutoExp					19.42	
	Invoice Net					19.42	

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 101216ap 10/12/2016 DUE DATE: 10/12/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1440 FLEETPRIDE INC	00000 21700285 INV 10/12/2016					79949835	
1 40003351 521508	CustSvcMtr AutoExp					6.35	
	Invoice Net					6.35	
1440 FLEETPRIDE INC	00000 21700285 INV 10/12/2016					79897053	
1 40003351 521508	CustSvcMtr AutoExp					55.38	
	Invoice Net					55.38	
						CHECK TOTAL	419.28
1447 FOREMOST PROMOTIONS	00000 INV 10/05/2016					358020	
1 10002121 521504	PDAdmin ComPolSup					1,182.72	
	Invoice Net					1,182.72	
						CHECK TOTAL	1,182.72
1455 FREIGHTLINER STERLING	00000 21700116 INV 10/12/2016					xp00119714601	
1 38103202 521508	HURFund AutoExp					195.02	
	Invoice Net					195.02	
1455 FREIGHTLINER STERLING	00000 21700116 INV 10/12/2016					xp00119985501	
1 10003171 521502	PubWrkVeh ProSupEq					87.08	
	Invoice Net					87.08	
1455 FREIGHTLINER STERLING	00000 21700116 INV 10/12/2016					xp00119467101	
1 10003171 521502	PubWrkVeh ProSupEq					343.96	
	Invoice Net					343.96	
1455 FREIGHTLINER STERLING	00000 21700116 INV 10/12/2016					xp00120106001	
1 10003171 521502	PubWrkVeh ProSupEq					408.00	
	Invoice Net					408.00	
1455 FREIGHTLINER STERLING	00000 21700116 INV 10/12/2016					xp00120187501	
1 10003171 521502	PubWrkVeh ProSupEq					41.37	
	Invoice Net					41.37	
						CHECK TOTAL	1,075.43
1497 HAMILTON'S TOWING	00001 21700255 INV 10/12/2016					90030	
1 10003171 521502	PubWrkVeh ProSupEq					33.00	
	Invoice Net					33.00	
1497 HAMILTON'S TOWING	00001 21700255 INV 10/12/2016					89322	
1 10003171 521502	PubWrkVeh ProSupEq					61.00	
	Invoice Net					61.00	
						CHECK TOTAL	94.00
1501 HARRINGTON INDUSTRIAL	00000 21700292 INV 10/11/2016					1518981	
1 40003218 520585	Global TreatM					176.88	
	Invoice Net					176.88	
						CHECK TOTAL	176.88
1506 HELENA CHEMICAL COMPAN	00001 21700090 INV 10/11/2016					1043655	
1 10003170 520506	PubWrkAdmi RepRep					959.89	
	Invoice Net					959.89	
						CHECK TOTAL	959.89

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DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 101216ap 10/12/2016 DUE DATE: 10/12/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1513 HILL BROTHERS CHEMICAL	00000 21700243 INV				10/11/2016	4425918	
1 40013224 521540	FesBuck Chem					351.86	
	Invoice Net					351.86	
1513 HILL BROTHERS CHEMICAL	00000 21700119 INV				10/12/2016	4425824	
1 40003215 521540	FesBuck Chem					117.29	
	Invoice Net					117.29	
1513 HILL BROTHERS CHEMICAL	00000 21700119 INV				10/12/2016	4425823	
1 40003213 521540	SundBuck Chem					234.58	
	Invoice Net					234.58	
1513 HILL BROTHERS CHEMICAL	00000 21700119 INV				10/12/2016	4425666	
1 40003214 521540	TartBuck Chem					117.29	
	Invoice Net					117.29	
	CHECK TOTAL					821.02	-----
1559 INTERSTATE BATTERY OF	00000 21700282 INV				10/12/2016	100367603	
1 40003351 521508	CustSvcMtr AutoExp					151.23	
	Invoice Net					151.23	
1559 INTERSTATE BATTERY OF	00000 21700282 INV				10/12/2016	100367425	
1 40003211 521508	WtrIrr AutoExp					127.27	
2 40003218 521508	Global AutoExp					176.27	
3 40003350 521508	WtrDistrib AutoExp					510.07	
	Invoice Net					813.61	
	CHECK TOTAL					964.84	-----
1573 DEERE & COMPANY	00001 21700376 INV				10/12/2016	115502341	
1 50053171 541210	VehiRep Auto>5K					10,535.82	
	Invoice Net					10,535.82	
	CHECK TOTAL					10,535.82	-----
1592 KWIK TOW	00001 21700417 INV				10/01/2016	83094	
1 10002121 520033	PAdmin VehTow					239.00	
	Invoice Net					239.00	
	CHECK TOTAL					239.00	-----
1646 MARICOPA COUNTY ATTORN	00000 INV				10/11/2016	10/11/16	
1 30352121 421504	RICO RICO					146.15	
	Invoice Net					146.15	
	CHECK TOTAL					146.15	-----
3069 MISCO WATER	00001 21700434 INV				10/11/2016	11174azbr	
1 40013223 520543	TartBuck SundWW					375.00	
2 40013224 520543	FesBuck WW R&M					375.00	
	Invoice Net					750.00	
	CHECK TOTAL					750.00	-----
1725 NORWOOD EQUIPMENT INC	00000 21700122 INV				10/12/2016	51945n	
1 38103202 521726	HURFund SweepPrt					169.89	
	Invoice Net					169.89	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 101216ap 10/12/2016 DUE DATE: 10/12/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1725 NORWOOD EQUIPMENT INC	00000 21700122 INV 10/12/2016					51902n	
1 38103202 521726	HURFund SweepPrt					509.62	
	Invoice Net					509.62	
1725 NORWOOD EQUIPMENT INC	00000 21700122 INV 10/12/2016					51869n	
1 38103202 521726	HURFund SweepPrt					148.53	
	Invoice Net					148.53	
1725 NORWOOD EQUIPMENT INC	00000 21700122 INV 10/12/2016					51839n	
1 38103202 521726	HURFund SweepPrt					300.57	
	Invoice Net					300.57	
	CHECK TOTAL						1,128.61
999998 WESTERN ARIZONA FIRE M	00000 INV 10/10/2016					B.STOCKLEY	
1 10002140 526110	FDAdmin ConSem					50.00	
	Invoice Net					50.00	
	CHECK TOTAL						50.00
999997 ENCANTADA ESTATES HOA	00000 INV 10/06/2016					10689601	
1 40003210 436001	WtrAdmin WtrSales					4,320.00	
	Invoice Net					4,320.00	
	CHECK TOTAL						4,320.00
1782 POSTMASTER	00000 INV 10/10/2016					13736	
1 40003210 520037	WtrAdmin ProfSvcGen					8,000.00	
2 40013220 520037	WWAdmin ProfSvcGen					8,000.00	
3 40053205 520037	SW ProfSvcGen					4,000.00	
	Invoice Net					20,000.00	
	CHECK TOTAL						20,000.00
1786 POWER DMS, INC	00000 21700172 INV 10/12/2016					12882	
1 10002121 526120	PDAdmin DuesSub					5,830.99	
	Invoice Net					5,830.99	
	CHECK TOTAL						5,830.99
1805 PURCELL TIRE COMPANY	00000 21700490 INV 10/12/2016					60194217	
1 10003171 521502	PubWrkVeh ProSupEq					894.30	
	Invoice Net					894.30	
1805 PURCELL TIRE COMPANY	00000 21700490 INV 10/12/2016					60194527	
1 10003171 521502	PubWrkVeh ProSupEq					839.35	
	Invoice Net					839.35	
1805 PURCELL TIRE COMPANY	00000 21700490 INV 10/12/2016					60194526	
1 10003171 521502	PubWrkVeh ProSupEq					276.45	
	Invoice Net					276.45	
	CHECK TOTAL						2,010.10
1822 RAINFOREST PLUMBING &	00000 21700074 CRM 10/11/2016					cm446810	
1 30584160 521502	ComSvcPr ProSupEq					-759.00	
	Invoice Net					-759.00	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 101216ap 10/12/2016 DUE DATE: 10/12/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1822 RAINFOREST PLUMBING & 1 30584160 521502	00000 21700074 INV 10/11/2016 ComSvcPr ProSupEq Invoice Net					446224 3,536.00 3,536.00 CHECK TOTAL 2,777.00	-----
1842 ROADWAY ELECTRIC LLC 1 31001115 523009	00001 21700474 INV 10/11/2016 RiskMgmt Losses> Invoice Net					10 4,065.00 4,065.00	
1842 ROADWAY ELECTRIC LLC 1 31001115 523009	00001 21700474 INV 10/11/2016 RiskMgmt Losses> Invoice Net					9 7,865.00 7,865.00	
1842 ROADWAY ELECTRIC LLC 1 31001115 523009	00001 21700474 INV 10/11/2016 RiskMgmt Losses> Invoice Net					8 4,065.00 4,065.00 CHECK TOTAL 15,995.00	-----
1869 SAN TAN FORD 1 10005180 549999	00000 21700079 INV 10/12/2016 DevSvc ComplCap Invoice Net					f163134 31,815.70 31,815.70 CHECK TOTAL 31,815.70	-----
1858 SHI INTERNATIONAL CORP 1 10001189 520030	00001 21700427 INV 10/12/2016 IT SftwLic Invoice Net					b05606267 2,673.45 2,673.45 CHECK TOTAL 2,673.45	-----
1944 STANDARD PRINTING COMP 1 40003210 520037 2 40013220 520037 3 40053205 520037	00001 21700346 INV 10/11/2016 WtrAdmin ProfSvcGen WWAdmin ProfSvcGen SW ProfSvcGen Invoice Net					247901 106.19 106.19 141.60 353.98	
1944 STANDARD PRINTING COMP 1 40003210 520037 2 40013220 520037 3 40053205 520037	00001 21700346 INV 10/11/2016 WtrAdmin ProfSvcGen WWAdmin ProfSvcGen SW ProfSvcGen Invoice Net					247867 190.07 190.07 253.44 633.58	
1944 STANDARD PRINTING COMP 1 40003210 520037 2 40013220 520037 3 40053205 520037	00001 21700346 INV 10/11/2016 WtrAdmin ProfSvcGen WWAdmin ProfSvcGen SW ProfSvcGen Invoice Net					247957 65.53 65.54 87.38 218.45 CHECK TOTAL 1,206.01	-----
5229 SWEETWATER AUTO GLASS 1 31001115 521508	00001 21700347 INV 10/12/2016 RiskMgmt AutoExp Invoice Net					1003447 406.67 406.67	
5229 SWEETWATER AUTO GLASS	00001 21700347 INV 10/12/2016					1003448	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 101216ap 10/12/2016 DUE DATE: 10/12/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	1 31001115 521508			RiskMgmt AutoExp		406.67	
				Invoice Net		406.67	
5229 SWEETWATER AUTO GLASS			00001 21700347	INV	10/12/2016	1003451	
	1 31001115 521508			RiskMgmt AutoExp		406.67	
				Invoice Net		406.67	
				CHECK TOTAL			1,220.01
1227 TERRY W BRANDT			00000 21700102	INV	10/11/2016	1609	
	1 40103200 520037			Airp ProfSvcGen		250.00	
				Invoice Net		250.00	
				CHECK TOTAL			250.00
1884 THE SEGAL COMPANY			00000 21700207	INV	10/11/2016	290555	
	1 10001115 520037			HRAdm ProfSvcGen		2,166.67	
				Invoice Net		2,166.67	
				CHECK TOTAL			2,166.67
5256 ZUMAR INDUSTRIES, INC.			00001 21700374	INV	10/12/2016	29467	
	1 38103202 521715			HURFund Sig&Mark		316.68	
				Invoice Net		316.68	
				CHECK TOTAL			316.68
=====							
110 INVOICES						CHECK TOTAL	322,411.66
						CASH ACCOUNT BALANCE	19,083,350.01
=====							

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City of Buckeye, AZ - LIVE
CHECK SUMMARY

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CHECK: 101216ap 10/12/2016

DUE DATE: 10/12/2016

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET		
1000 10001102	City Clerk	1000-10-102-102-0000-523055-	Legal Printing and Adv	2,393.52	7,236.24
1000 10001110	Finance Admin	1000-10-110-110-0000-520021-	City Prosecutor	10,000.00	.00
1000 10001115	Human Resources Ad	1000-10-115-115-0000-520037-	Professional Services	2,166.67	20,362.75
1000 10001189	Information Techno	1000-10-128-189-0000-520030-	Software Licenses	2,673.45	514,783.03
1000 10002121	Police Administrat	1000-20-120-121-0000-520033-	Vehicle Towing	239.00	4,000.00
1000 10002121	Police Administrat	1000-20-120-121-0000-521504-	Community Policing Sup	1,182.72	7,987.92
1000 10002121	Police Administrat	1000-20-120-121-0000-526120-	Dues and Subscription	8,671.55	6,989.35
1000 10002140	Fire Administratio	1000-20-122-140-0000-526110-	Conference and Seminar	50.00	317.00
1000 10003170	Public Works Admin	1000-30-130-170-0000-520506-	Repair and Replace	1,939.39	178,907.87
1000 10003170	Public Works Admin	1000-30-130-170-0000-521540-	Chemicals	354.70	9,000.00
1000 10003171	Vehicle Maintenanc	1000-30-130-171-0000-521502-	Program Supplies/Equip	3,356.43	82,075.53
1000 10003171	Vehicle Maintenanc	1000-30-130-171-0000-521922-	Uniforms	42.22	1,297.58
1000 10004151	Comm Svc Library	1000-40-125-151-0000-521550-	Books - Library	50.00	42,538.27
1000 10005180	Development Servic	1000-50-133-180-0000-549999-	Completed Capital	31,815.70	331.74
1000 10005185	Engineering	1000-50-134-185-0000-521501-	Office Supply/Equipmen	380.00	4,004.43
		FUND TOTAL		65,315.35	
CASH ACCOUNT 9999 104000	BALANCE 19,083,350.01				
3035 30352121	RICO	3035-20-120-121-0000-421504-	Project Funding Awards	146.15	.00
		FUND TOTAL		146.15	
CASH ACCOUNT 9999 104000	BALANCE 19,083,350.01				
3058 30584160	Comm Services Prog	3058-40-125-160-0000-521502-	Program Supplies/Equip	2,777.00	49,685.73
		FUND TOTAL		2,777.00	
CASH ACCOUNT 9999 104000	BALANCE 19,083,350.01				
3100 31001115	Risk Mgmt Retentio	3100-10-115-115-0000-521508-	Automotive Expenses	4,968.98	94,450.43
3100 31001115	Risk Mgmt Retentio	3100-10-115-115-0000-523009-	Losses >\$5,000	15,995.00	21,654.37
		FUND TOTAL		20,963.98	
CASH ACCOUNT 9999 104000	BALANCE 19,083,350.01				
3810 38103202	Highway User Reven	3810-30-130-202-0000-520502-	Street Overlay R & M	556.24	144,667.47
3810 38103202	Highway User Reven	3810-30-130-202-0000-521508-	Automotive Expenses	195.02	100,414.59
3810 38103202	Highway User Reven	3810-30-130-202-0000-521715-	Signs & Markings	7,703.66	16,459.43
3810 38103202	Highway User Reven	3810-30-130-202-0000-521726-	Sweeper Parts	1,128.61	14,244.93
3810 38103202	Highway User Reven	3810-30-130-202-0000-521922-	Uniforms	137.89	3,985.40
		FUND TOTAL		9,721.42	
CASH ACCOUNT 9999 104000	BALANCE 19,083,350.01				



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City of Buckeye, AZ - LIVE
CHECK SUMMARY

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CHECK: 101216ap 10/12/2016

DUE DATE: 10/12/2016

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
4000 40003210	Water Utility Admi	4,320.00	.00
4000 40003210	Water Utility Admi	8,361.79	418,897.38
4000 40003210	Water Utility Admi	402.49	11,588.16
4000 40003211	Irrigation	127.27	4,031.38
4000 40003212	Central Buckeye	726.19	47,600.00
4000 40003213	Sundance Buckeye	2,178.57	138,761.93
4000 40003213	Sundance Buckeye	234.58	20,000.00
4000 40003214	Tartesso Buckeye	117.29	1,700.00
4000 40003215	Festival Buckeye	117.29	1,500.00
4000 40003218	Global	176.88	79,908.84
4000 40003218	Global	253.02	4,072.06
4000 40003350	Water Distribution	3,418.47	44,586.04
4000 40003350	Water Distribution	510.07	9,028.57
4000 40003350	Water Distribution	19,557.53	2,216,353.65
4000 40003351	Customer Svc Meter	1,437.86	426,937.56
4000 40003351	Customer Svc Meter	232.38	3,441.93
CASH ACCOUNT 9999 104000 BALANCE 19,083,350.01		FUND TOTAL	42,171.68
4001 40013220	Wastewater Adminis	8,361.80	362,449.27
4001 40013220	Wastewater Adminis	283.93	2,000.00
4001 40013220	Wastewater Adminis	75.00	5,363.00
4001 40013220	Wastewater Adminis	110,110.70	698,608.52
4001 40013221	Central Buckeye	363.30	472.69
4001 40013223	Tartesso Buckeye	375.00	166,267.52
4001 40013224	Festival Buckeye	375.00	251,925.95
4001 40013224	Festival Buckeye	351.86	7,000.00
CASH ACCOUNT 9999 104000 BALANCE 19,083,350.01		FUND TOTAL	120,296.59
4005 40053205	Solid Waste	4,482.42	49,000.00
4005 40053205	Solid Waste	5.29	300.29
CASH ACCOUNT 9999 104000 BALANCE 19,083,350.01		FUND TOTAL	4,487.71
4010 40103200	Airport	250.00	425.00
CASH ACCOUNT 9999 104000 BALANCE 19,083,350.01		FUND TOTAL	250.00
5005 50053171	Vehicle Replacemen	10,535.82	280,306.00

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City of Buckeye, AZ - LIVE
CHECK SUMMARY

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CHECK: 101216ap 10/12/2016

DUE DATE: 10/12/2016

FUND ORG	ACCOUNT		AMOUNT	AVLB BUDGET
		FUND TOTAL	10,535.82	
CASH ACCOUNT 9999 104000	BALANCE 19,083,350.01			
5025 50252140 CIP Fire	5025-20-122-140-0000-540030-	Buildings	45,745.96	422,061.61
		FUND TOTAL	45,745.96	
CASH ACCOUNT 9999 104000	BALANCE 19,083,350.01			
CHECK SUMMARY TOTAL			322,411.66	
GRAND TOTAL			322,411.66	

** END OF REPORT - Generated by Pam Tulkan **



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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 101016t 10/10/2016 DUE DATE: 10/10/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1842 ROADWAY ELECTRIC LLC						11	
1 31001115 523009			00001 21700474	INV	10/10/2016	2,276.00	
				RiskMgmt	Losses>	2,276.00	
				Invoice Net			
						CHECK TOTAL	2,276.00
=====							
1 INVOICES						CHECK TOTAL	2,276.00
						CASH ACCOUNT BALANCE	18,656,997.51
=====							



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City of Buckeye, AZ - LIVE
CHECK SUMMARY

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CHECK: 101016t 10/10/2016		DUE DATE: 10/10/2016		
FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET	
3100 31001115 Risk Mgmt Retentio	3100-10-115-115-0000-523009-	Losses >\$5,000	2,276.00	21,654.37
CASH ACCOUNT 9999 104000	BALANCE 18,656,997.51	FUND TOTAL	2,276.00	
		CHECK SUMMARY TOTAL	2,276.00	
		GRAND TOTAL	2,276.00	

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616p 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1782 POSTMASTER						winter mailing 2016	
1 10004150 521510			00000 21700475	INV	10/06/2016	4,137.21	
			CommaSvcAd	PostFr		4,137.21	
			Invoice Net				
						CHECK TOTAL	4,137.21
=====							
1 INVOICES						CHECK TOTAL	4,137.21
						CASH ACCOUNT BALANCE	18,044,160.15
=====							



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City of Buckeye, AZ - LIVE
CHECK SUMMARY

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CHECK: 100616p 10/06/2016		DUE DATE: 10/06/2016	
FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
1000 10004150 Community Svc Admi	1000-40-125-150-0000-521510- Postage and Freight	4,137.21	11,554.11
CASH ACCOUNT 9999 104000	BALANCE 18,044,160.15	FUND TOTAL 4,137.21	
=====		CHECK SUMMARY TOTAL	4,137.21
=====		GRAND TOTAL	4,137.21
=====			

** END OF REPORT - Generated by Pam Tulkan **

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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100516ap 10/05/2016 DUE DATE: 10/05/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1978 3M COMPANY	1 38103202 521715	00001	21700094	INV	10/04/2016	ss30389 2,970.00 2,970.00	
				HURFund	Sig&Mark		
				Invoice Net			
				CHECK TOTAL		2,970.00	-----
1517 ALBERT HOLLER & ASSOCI	1 10001110 520037	00000	21700223	INV	10/04/2016	sept 2016 5,000.00 5,000.00	
				Fin Adm	ProfSvcGen		
				Invoice Net			
				CHECK TOTAL		5,000.00	-----
1088 AMERICAN TOWER INC	1 10002121 520041	00000	21700025	INV	10/04/2016	OCT 2016 4,088.94 4,088.94	
				PDAdmin	RWCSubFee		
				Invoice Net			
				CHECK TOTAL		4,088.94	-----
1103 AQUATIC ENVIRONMENTAL	1 10003170 521540	00000	21700180	INV	10/04/2016	39528 788.75 788.75	
				PubWrkAdmi	Chem		
				Invoice Net			
				CHECK TOTAL		788.75	-----
1104 ARAMARK UNIFORM & CARE	1 40003210 521922	00000	21700158	INV	10/04/2016	472109350 284.31 60.21 344.52	
	2 40013220 521922			WtrAdmin	Uniform		
				WWAdmin	Uniform		
				Invoice Net			
1104 ARAMARK UNIFORM & CARE	1 40003210 521922	00000	21700158	INV	10/04/2016	472109351 13.13 61.04 74.17	
	2 40013220 521922			WtrAdmin	Uniform		
				WWAdmin	Uniform		
				Invoice Net			
1104 ARAMARK UNIFORM & CARE	1 40003210 521922	00000	21700158	INV	10/04/2016	472109349 60.71 60.71	
				WtrAdmin	Uniform		
				Invoice Net			
1104 ARAMARK UNIFORM & CARE	1 40003210 521922	00000	21700158	INV	10/04/2016	472109352 22.47 22.47	
				WtrAdmin	Uniform		
				Invoice Net			
1104 ARAMARK UNIFORM & CARE	1 40013220 521922	00000	21700158	INV	10/04/2016	472109339 162.68 162.68	
				WWAdmin	Uniform		
				Invoice Net			
				CHECK TOTAL		664.55	-----
5138 ARIZONA SUPREME COURT	1 10002120 521521	00000		INV	09/30/2016	2017-00000148 4,125.00 4,125.00	
				CityCrt	ITEq<5K		
				Invoice Net			
				CHECK TOTAL		4,125.00	-----
5215 ATWELL, LLC	1 50203170 520037	00000		INV	09/26/2016	0188077 429.13 429.13	
				RdwayCon	ProfSvcGen		
				Invoice Net			



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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK: 100516ap 10/05/2016 DUE DATE: 10/05/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
5215 ATWELL, LLC	1 50203170 520037	00000		INV	09/26/2016	0187650	
				RdwayCon	ProfSvcGen	1,824.25	
				Invoice Net		1,824.25	
				CHECK TOTAL			2,253.38
1193 BAKER AND TAYLOR	1 10004151 521550	00000	21700303	INV	10/05/2016	t44160200	
				CommSvcLib	BksLb	69.26	
				Invoice Net		69.26	
				CHECK TOTAL			69.26
1193 BAKER & TAYLOR	1 10004151 521550	00001	21700303	INV	10/05/2016	t43128810	
				CommSvcLib	BksLb	26.99	
				Invoice Net		26.99	
1193 BAKER & TAYLOR	1 10004151 521550	00001	21700303	INV	10/05/2016	t43311820	
				CommSvcLib	BksLb	115.93	
				Invoice Net		115.93	
1193 BAKER & TAYLOR	1 10004151 521550	00001	21700303	INV	10/05/2016	t42763800	
				CommSvcLib	BksLb	209.38	
				Invoice Net		209.38	
1193 BAKER & TAYLOR	1 10004151 521550	00001	21700303	INV	10/05/2016	t42967940	
				CommSvcLib	BksLb	58.36	
				Invoice Net		58.36	
1193 BAKER & TAYLOR	1 10004151 521550	00001	21700303	INV	10/05/2016	4011668516	
				CommSvcLib	BksLb	25.24	
				Invoice Net		25.24	
1193 BAKER & TAYLOR	1 10004151 521550	00001	21700303	INV	10/05/2016	4011668517	
				CommSvcLib	BksLb	126.50	
				Invoice Net		126.50	
1193 BAKER & TAYLOR	1 10004151 521550	00001	21700303	INV	10/05/2016	4011668518	
				CommSvcLib	BksLb	138.74	
				Invoice Net		138.74	
1193 BAKER & TAYLOR	1 10004151 521550	00001	21700303	INV	10/05/2016	4011668519	
				CommSvcLib	BksLb	148.22	
				Invoice Net		148.22	
1193 BAKER & TAYLOR	1 10004151 521550	00001	21700303	INV	10/05/2016	4011668520	
				CommSvcLib	BksLb	36.50	
				Invoice Net		36.50	
1193 BAKER & TAYLOR	1 10004151 521550	00001	21700303	INV	10/05/2016	4011668521	
				CommSvcLib	BksLb	37.60	
				Invoice Net		37.60	
1193 BAKER & TAYLOR	1 10004151 521550	00001	21700303	INV	10/05/2016	4011674150	
				CommSvcLib	BksLb	142.78	
				Invoice Net		142.78	
1193 BAKER & TAYLOR	1 10004151 521550	00001	21700303	INV	10/05/2016	4011674151	
				CommSvcLib	BksLb	103.21	
				Invoice Net		103.21	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	4011674152	



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City of Buckeye, AZ - LIVE
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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100516ap 10/05/2016 DUE DATE: 10/05/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	1 10004151 521550			CommSvcLib BksLb		16.65	
				Invoice Net		16.65	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	4011674153	
	1 10004151 521550			CommSvcLib BksLb		37.18	
				Invoice Net		37.18	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	4011674154	
	1 10004151 521550			CommSvcLib BksLb		45.73	
				Invoice Net		45.73	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	4011674155	
	1 10004151 521550			CommSvcLib BksLb		187.26	
				Invoice Net		187.26	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	4011682132	
	1 10004151 521550			CommSvcLib BksLb		111.72	
				Invoice Net		111.72	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	4011682133	
	1 10004151 521550			CommSvcLib BksLb		39.72	
				Invoice Net		39.72	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	4011682134	
	1 10004151 521550			CommSvcLib BksLb		27.58	
				Invoice Net		27.58	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	4011682135	
	1 10004151 521550			CommSvcLib BksLb		65.02	
				Invoice Net		65.02	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	4011682136	
	1 10004151 521550			CommSvcLib BksLb		68.11	
				Invoice Net		68.11	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	t43499510	
	1 10004151 521550			CommSvcLib BksLb		195.49	
				Invoice Net		195.49	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	t44009020	
	1 10004151 521550			CommSvcLib BksLb		53.98	
				Invoice Net		53.98	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	4011716202	
	1 10004151 521550			CommSvcLib BksLb		186.88	
				Invoice Net		186.88	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	4011716203	
	1 10004151 521550			CommSvcLib BksLb		105.42	
				Invoice Net		105.42	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	4011716204	
	1 10004151 521550			CommSvcLib BksLb		30.10	
				Invoice Net		30.10	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	4011716206	
	1 10004151 521550			CommSvcLib BksLb		19.09	
				Invoice Net		19.09	
1193 BAKER & TAYLOR		00001	21700303	INV	10/05/2016	4011716207	
	1 10004151 521550			CommSvcLib BksLb		36.52	
				Invoice Net		36.52	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK: 100516ap 10/05/2016 DUE DATE: 10/05/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1193 BAKER & TAYLOR	00001 21700303 INV				10/05/2016	4011716208	
1 10004151 521550	CommSvcLib BksLb					146.06	
	Invoice Net					146.06	
1193 BAKER & TAYLOR	00001 21700303 INV				10/05/2016	4011716209	
1 10004151 521550	CommSvcLib BksLb					67.70	
	Invoice Net					67.70	
1193 BAKER & TAYLOR	00001 21700303 INV				10/05/2016	4011716210	
1 10004151 521550	CommSvcLib BksLb					82.56	
	Invoice Net					82.56	
1193 BAKER & TAYLOR	00001 21700303 INV				10/05/2016	4011716211	
1 10004151 521550	CommSvcLib BksLb					19.55	
	Invoice Net					19.55	
1193 BAKER & TAYLOR	00001 21700303 INV				10/05/2016	4011716212	
1 10004151 521550	CommSvcLib BksLb					101.47	
	Invoice Net					101.47	
1193 BAKER & TAYLOR	00001 21700303 INV				10/05/2016	4011716213	
1 10004151 521550	CommSvcLib BksLb					39.10	
	Invoice Net					39.10	
1193 BAKER & TAYLOR	00001 21700303 INV				10/05/2016	4011716214	
1 10004151 521550	CommSvcLib BksLb					43.48	
	Invoice Net					43.48	
1193 BAKER & TAYLOR	00001 21700303 INV				10/05/2016	4011717058	
1 10004151 521550	CommSvcLib BksLb					73.04	
	Invoice Net					73.04	
1193 BAKER & TAYLOR	00001 21700303 INV				10/05/2016	4011717059	
1 10004151 521550	CommSvcLib BksLb					75.16	
	Invoice Net					75.16	
1193 BAKER & TAYLOR	00001 21700303 INV				10/05/2016	4011717060	
1 10004151 521550	CommSvcLib BksLb					37.60	
	Invoice Net					37.60	
1193 BAKER & TAYLOR	00001 21700303 INV				10/05/2016	4011717062	
1 10004151 521550	CommSvcLib BksLb					176.01	
	Invoice Net					176.01	
						CHECK TOTAL	3,257.63
1233 BROWN WHOLESALE ELECTR	00000 21700085 INV				10/04/2016	702118	
1 38103202 520602	HURFund TrfSigRM					499.56	
	Invoice Net					499.56	
						CHECK TOTAL	499.56
5077 BUCKEYE MAIN STREET CO	00000 21700022 INV				10/04/2016	0938	
1 30701187 520017	EcoDevRein MaiStrCoal					15,000.00	
	Invoice Net					15,000.00	
						CHECK TOTAL	15,000.00
1014 BUCKEYE THUNDERBIRD JU	00000 21700301 INV				10/04/2016	92016	
1 10004160 520013	CommSvcRec InstrucSIC					165.00	
	Invoice Net					165.00	

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100516ap 10/05/2016 DUE DATE: 10/05/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK	
						CHECK TOTAL	165.00	-----
1248	B V CHAMBER OF COMMERCE 1 30701187 520018	00001	21700457	INV	10/05/2016	cardinal ig		
				EcoDevRein	GenConSvc	1,000.00		
				Invoice Net		1,000.00		
						CHECK TOTAL	1,000.00	-----
3107	CALMAT CO 1 38103202 520502	00001	21700371	INV	10/04/2016	80223976		
				HURFund	StrOverRM	419.89		
				Invoice Net		419.89		
						CHECK TOTAL	419.89	-----
1274	CALVERT OIL COMPANY 1 40003350 521508	00000		INV	10/03/2016	134047		
				WtrDistrib	AutoExp	56.40		
				Invoice Net		56.40		
1274	CALVERT OIL COMPANY 1 40003218 520515	00000		INV	10/03/2016	134115		
				Global	GenRM	115.48		
				Invoice Net		115.48		
1274	CALVERT OIL COMPANY 1 40003218 520515	00000		INV	10/03/2016	134113		
				Global	GenRM	200.17		
				Invoice Net		200.17		
1274	CALVERT OIL COMPANY 1 40003218 520515	00000		INV	10/03/2016	134125		
				Global	GenRM	351.18		
				Invoice Net		351.18		
						CHECK TOTAL	723.23	-----
3021	CINTAS CORPORATION NO 1 38103202 521922	00000	21700076	INV	10/04/2016	466273135		
				HURFund	Uniform	235.54		
				Invoice Net		235.54		
3021	CINTAS CORPORATION NO 1 10003171 521922	00000	21700076	INV	10/04/2016	466273134		
				PubWrkVeh	Uniform	75.42		
				Invoice Net		75.42		
3021	CINTAS CORPORATION NO 1 40053205 521922	00000	21700270	INV	10/04/2016	466273133		
				SW	Uniform	5.29		
				Invoice Net		5.29		
						CHECK TOTAL	316.25	-----
1320	COMMERCIAL REFRIGERATI 1 10003170 520506	00000	21700143	INV	10/04/2016	52633		
				PubWrkAdmi	RepRep	139.00		
				Invoice Net		139.00		
						CHECK TOTAL	139.00	-----
5383	COPPER STATE BOLT & NU 1 40013221 520540	00001	21700384	INV	10/01/2016	101760916		
				CtrBuck	WWPIRM	863.00		
				Invoice Net		863.00		
5383	COPPER STATE BOLT & NU 1 40013222 520543	00001	21700384	INV	10/04/2016	101769355		
				SundBuck	SundWW	863.00		
				Invoice Net		863.00		



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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100516ap 10/05/2016 DUE DATE: 10/05/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
5383	COPPER STATE BOLT & NU 1 40013223 520543	00001	21700384	INV	10/04/2016	101769347 TartBuck SundWW 747.88 Invoice Net 747.88	
5383	COPPER STATE BOLT & NU 1 40013224 520543	00001	21700384	INV	10/04/2016	101769350 FesBuck WW R&M 747.88 Invoice Net 747.88	
						CHECK TOTAL	3,221.76
1330	CORE CONSTRUCTION INC 1 50252140 540030	00000	20150290	INV	10/04/2016	23015035app9 CIPFire Bldgs 310,782.24 Invoice Net 310,782.24	
						CHECK TOTAL	310,782.24
1343	CUMMINS ROCKY MOUNTAIN 1 40013223 520543	00000		INV	09/28/2016	10043309 TartBuck SundWW 1,634.53 Invoice Net 1,634.53	
1343	CUMMINS ROCKY MOUNTAIN 1 40013221 520540	00000		INV	09/28/2016	10042689 CtrBuck WWPLRM 1,433.49 Invoice Net 1,433.49	
1343	CUMMINS ROCKY MOUNTAIN 1 40013221 520540	00000		INV	09/28/2016	10042761 CtrBuck WWPLRM 2,505.38 Invoice Net 2,505.38	
1343	CUMMINS ROCKY MOUNTAIN 1 40013221 520540	00000		INV	09/28/2016	10078579 CtrBuck WWPLRM 686.79 Invoice Net 686.79	
1343	CUMMINS ROCKY MOUNTAIN 1 40013222 520543	00000		INV	09/28/2016	10043713 SundBuck SundWW 1,634.53 Invoice Net 1,634.53	
1343	CUMMINS ROCKY MOUNTAIN 1 40013224 520543	00000		INV	09/28/2016	10043452 FesBuck WW R&M 1,636.80 Invoice Net 1,636.80	
1343	CUMMINS ROCKY MOUNTAIN 1 40013224 520543	00000		INV	09/28/2016	10050423 FesBuck WW R&M 621.79 Invoice Net 621.79	
1343	CUMMINS ROCKY MOUNTAIN 1 40013224 520543	00000		INV	09/28/2016	10053894 FesBuck WW R&M 864.90 Invoice Net 864.90	
1343	CUMMINS ROCKY MOUNTAIN 1 40013224 520543	00000		INV	09/28/2016	10071011 FesBuck WW R&M 411.40 Invoice Net 411.40	
1343	CUMMINS ROCKY MOUNTAIN 1 40013224 520543	00000		INV	09/28/2016	10076357 FesBuck WW R&M 930.60 Invoice Net 930.60	
						CHECK TOTAL	12,360.21
1360	DENNIS L LOPEZ & ASSOC 1 50203170 542010	00000		INV	09/29/2016	June 6 2016 RdwayCon StrSys>5K 2,000.00 Invoice Net 2,000.00	



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City of Buckeye, AZ - LIVE
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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100516ap 10/05/2016 DUE DATE: 10/05/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	2,000.00
5351 DOWNTOWN DECORATIONS,	1 10004155 549999	00001	21700222	INV	10/04/2016	1128	
			CommSvcPrk	ComplCap		5,440.00	
				Invoice Net		5,440.00	
						CHECK TOTAL	5,440.00
3032 ECD SYSTEMS LLC	1 10003170 520506	00000	21700274	INV	10/04/2016	885213	
			PubWrkAdmi	RepRep		26.00	
				Invoice Net		26.00	
3032 ECD SYSTEMS LLC	1 10003170 520506	00000	21700274	INV	10/04/2016	885189	
			PubWrkAdmi	RepRep		40.73	
				Invoice Net		40.73	
						CHECK TOTAL	66.73
1007 EDWARDS AND GINN, P.C.	1 10002121 520037	00000	21700257	INV	10/04/2016	161003	
			PAdmin	ProfSvcGen		7,500.00	
				Invoice Net		7,500.00	
						CHECK TOTAL	7,500.00
3035 EMPIRE PUMP	1 40003213 520581	00000	21700435	INV	10/04/2016	18144	
			SundBuck	WellMaintR		5,947.50	
				Invoice Net		5,947.50	
						CHECK TOTAL	5,947.50
1402 EMPIRE SOUTHWEST	1 40003350 521505	00000	21700397	INV	10/04/2016	143019	
			WtrDistrib	EqRenta		686.40	
				Invoice Net		686.40	
1402 EMPIRE SOUTHWEST	1 40003350 521505	00000	21700397	INV	10/04/2016	143017	
			WtrDistrib	EqRenta		633.40	
				Invoice Net		633.40	
						CHECK TOTAL	1,319.80
1414 EWING IRRIGATION	1 10003170 520506	00000	21700088	INV	10/04/2016	2144384	
			PubWrkAdmi	RepRep		245.21	
				Invoice Net		245.21	
						CHECK TOTAL	245.21
1432 FERGUSON ENTERPRISES I	1 40013223 520543	00001	21700193	INV	10/04/2016	283533	
			TartBuck	SundWW		326.41	
				Invoice Net		326.41	
1432 FERGUSON ENTERPRISES I	1 40003210 520582	00001	21700399	INV	10/04/2016	282759	
			WtrAdmin	SampStatio		17,898.37	
				Invoice Net		17,898.37	
1432 FERGUSON ENTERPRISES I	1 40003350 521514	00001	21700241	INV	10/04/2016	283151	
			WtrDistrib	WtrDiSysRM		265.66	
				Invoice Net		265.66	



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City of Buckeye, AZ - LIVE
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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100516ap 10/05/2016 DUE DATE: 10/05/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1432	FERGUSON ENTERPRISES	I	00001 21700241	INV	10/04/2016	283016	
	1 40003350 521514		WtrDistrib	WtrDiSysRM		975.88	
			Invoice Net			975.88	
1432	FERGUSON ENTERPRISES	I	00001 21700241	INV	10/04/2016	282141	
	1 40003350 521514		WtrDistrib	WtrDiSysRM		2,477.39	
			Invoice Net			2,477.39	
1432	FERGUSON ENTERPRISES	I	00001 21700241	INV	10/04/2016	282968	
	1 40003350 521514		WtrDistrib	WtrDiSysRM		1,679.73	
			Invoice Net			1,679.73	
1432	FERGUSON ENTERPRISES	I	00001 21700241	INV	10/04/2016	283700	
	1 40003350 521514		WtrDistrib	WtrDiSysRM		2,407.69	
			Invoice Net			2,407.69	
1432	FERGUSON ENTERPRISES	I	00001 21700192	INV	10/04/2016	283130	
	1 40003351 520575		CustSvcMtr	WtrMeR&M		1,223.70	
			Invoice Net			1,223.70	
1432	FERGUSON ENTERPRISES	I	00001 21700192	INV	10/04/2016	283162	
	1 40003351 520575		CustSvcMtr	WtrMeR&M		1,359.68	
			Invoice Net			1,359.68	
			CHECK TOTAL			28,614.51	-----
5358	GRISWOLD INDUSTRIES		00001 21700249	INV	10/04/2016	701260	
	1 40003212 520506		CtrBuck	RepRep		1,233.18	
			Invoice Net			1,233.18	
			CHECK TOTAL			1,233.18	-----
1521	HORIZON TOWER LIMITED		00000 21700029	INV	10/04/2016	201610	
	1 10002121 520041		PDAdmin	RWCSubFee		2,318.54	
			Invoice Net			2,318.54	
			CHECK TOTAL			2,318.54	-----
1560	ITERIS INC		00001 21700360	INV	10/04/2016	67910	
	1 38103202 520602		HURFund	TrfSigRM		17,979.85	
			Invoice Net			17,979.85	
			CHECK TOTAL			17,979.85	-----
1662	JENI MC CUTCHEON, PSY.D		00001 21700314	INV	10/04/2016	759	
	1 10002121 523027		PDAdmin	Recruit		800.00	
			Invoice Net			800.00	
			CHECK TOTAL			800.00	-----
1585	KEYWEST LOCK & SAFE		00000 21700053	INV	10/04/2016	5118	
	1 10003170 520506		PubWrkAdmi	RepRep		467.68	
			Invoice Net			467.68	
			CHECK TOTAL			467.68	-----
1598	LABOR SYSTEMS		00000 21700073	INV	10/04/2016	9916979	
	1 30352121 520037		RICO	ProfSvcGen		761.84	
			Invoice Net			761.84	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100516ap 10/05/2016 DUE DATE: 10/05/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1598	LABOR SYSTEMS	00000	21700245	INV	10/04/2016	9916980	
	1 30522121 510001			ImpFund	SalWag	705.84	
				Invoice Net		705.84	
1598	LABOR SYSTEMS	00000	21700244	INV	10/04/2016	9916982	
	1 10002121 520037			PDAdmin	ProfSvcGen	452.06	
				Invoice Net		452.06	
1598	LABOR SYSTEMS	00000	21700244	INV	10/04/2016	9916978	
	1 10002121 520037			PDAdmin	ProfSvcGen	1,420.86	
				Invoice Net		1,420.86	
1598	LABOR SYSTEMS	00000	21700196	INV	10/04/2016	9916981	
	1 10005180 520037			DevSvc	ProfSvcGen	552.60	
				Invoice Net		552.60	
1598	LABOR SYSTEMS	00000	21700196	INV	10/04/2016	9916923	
	1 10005180 520037			DevSvc	ProfSvcGen	552.60	
				Invoice Net		552.60	
				CHECK TOTAL		4,445.80	-----
1604	LAWSON PRODUCTS INC	00000	21700321	INV	10/04/2016	9304390918	
	1 10003170 520506			PubWrkAdmi	RepRep	1,968.06	
				Invoice Net		1,968.06	
				CHECK TOTAL		1,968.06	-----
1607	LEAGUE OF AZ CITIES &	00000	21700425	INV	10/04/2016	fy16/17	
	1 10001101 520039			CM	LeagCities	32,661.00	
				Invoice Net		32,661.00	
				CHECK TOTAL		32,661.00	-----
3057	LEX ZLOKICH	00000	21700216	INV	10/04/2016	51	
	1 10004160 520013			CommSvcRec	InstrucSIC	1,165.00	
				Invoice Net		1,165.00	
				CHECK TOTAL		1,165.00	-----
1646	MARICOPA COUNTY ATTORN	00000		INV	10/05/2016	9/29/16	
	1 30352121 421504			RICO	RICO	31,531.00	
				Invoice Net		31,531.00	
				CHECK TOTAL		31,531.00	-----
2114	MARK G. WOOD	00000	21700467	INV	10/04/2016	155	
	1 10001115 520037			HRAdm	ProfSvcGen	337.50	
				Invoice Net		337.50	
				CHECK TOTAL		337.50	-----
1661	MCCLURE, STEVEN	00000	21700039	INV	10/04/2016	092816	
	1 10002120 520016			CityCrt	PubDef	1,900.00	
				Invoice Net		1,900.00	
				CHECK TOTAL		1,900.00	-----



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK: 100516ap 10/05/2016 DUE DATE: 10/05/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1706	NATIONAL METER & AUTOM 1 40003351 520575	00001	21700429	INV	09/30/2016	s1074991003 38,976.38 38,976.38	
1706	NATIONAL METER & AUTOM 1 40003351 520575	00001	21700201	INV	10/04/2016	s1074991005 3,038.54 3,038.54	
1706	NATIONAL METER & AUTOM 1 40003351 520575	00001	21700429	INV	10/04/2016	s1074991007 17,442.31 17,442.31	
						CHECK TOTAL	59,457.23
999998	LJCAA 1 10002120 526120	00000		INV	09/27/2016	J. TSE 25.00 25.00	
						CHECK TOTAL	25.00
5338	OVERDRIVE, INC 1 10004151 521550	00001	21700308	INV	10/04/2016	3880141624610083016 89.98 89.98	
5338	OVERDRIVE, INC 1 10004151 521550	00001	21700308	INV	10/04/2016	3880193807080090916 166.99 166.99	
5338	OVERDRIVE, INC 1 10004151 521550	00001	21700308	INV	10/04/2016	3880000141217092616 47.99 47.99	
5338	OVERDRIVE, INC 1 10004151 521550	00001	21700308	INV	10/04/2016	3880200205337092316 209.18 209.18	
5338	OVERDRIVE, INC 1 10004151 521550	00001	21700308	INV	10/05/2016	3880171459620091216 44.97 44.97	
5338	OVERDRIVE, INC 1 10004151 521550	00001	21700308	INV	10/05/2016	3880131501313093016 609.11 609.11	
						CHECK TOTAL	1,168.22
3024	PBC PHOENIX INC 1 10003170 520019	00001	21700065	INV	10/04/2016	334918 300.00 300.00	
3024	PBC PHOENIX INC 1 40003210 520019	00001	21700063	INV	10/04/2016	336055 641.46 641.46	
3024	PBC PHOENIX INC 1 40103200 520019	00001	21700062	INV	10/04/2016	332977 236.70 236.70	
3024	PBC PHOENIX INC 1 40103200 520019	00001	21700062	INV	10/04/2016	336067 210.40 210.40	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100516ap 10/05/2016 DUE DATE: 10/05/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
3024	PBC PHOENIX INC 1 10003170 520019	00001	21700065	INV	10/04/2016	336886	
			PubWrkAdmi	Custo		11,058.09	
			Invoice Net			11,058.09	
3024	PBC PHOENIX INC 1 10003170 520019	00001	21700065	INV	10/04/2016	336065	
			PubWrkAdmi	Custo		9,869.24	
			Invoice Net			9,869.24	
3024	PBC PHOENIX INC 1 30903170 520019	00001	21700064	INV	10/04/2016	332976	
			SundCross	Custo		7,676.58	
			Invoice Net			7,676.58	
3024	PBC PHOENIX INC 1 30903170 520019	00001	21700064	INV	10/04/2016	332157	
			SundCross	Custo		7,039.50	
			Invoice Net			7,039.50	
3024	PBC PHOENIX INC 1 35754150 520019	00001	21700214	INV	10/04/2016	332154	
			AAA	Custo		786.60	
			Invoice Net			786.60	
3024	PBC PHOENIX INC 1 35754150 520019	00001	21700214	INV	10/04/2016	323425	
			AAA	Custo		825.93	
			Invoice Net			825.93	
3024	PBC PHOENIX INC 1 10003170 520019	00001	21700065	INV	10/04/2016	334894	
			PubWrkAdmi	Custo		500.00	
			Invoice Net			500.00	
3024	PBC PHOENIX INC 1 10003170 520019	00001	21700065	INV	10/04/2016	334893	
			PubWrkAdmi	Custo		900.00	
			Invoice Net			900.00	
3024	PBC PHOENIX INC 1 10003170 520019	00001	21700065	INV	10/04/2016	334892	
			PubWrkAdmi	Custo		540.00	
			Invoice Net			540.00	
3024	PBC PHOENIX INC 1 10003170 520019	00001	21700065	INV	10/04/2016	334890	
			PubWrkAdmi	Custo		300.00	
			Invoice Net			300.00	
3024	PBC PHOENIX INC 1 10003170 520019	00001	21700065	INV	10/04/2016	334889	
			PubWrkAdmi	Custo		380.00	
			Invoice Net			380.00	
			CHECK TOTAL			41,264.50	-----
1752	PERLMAN ARCHITECTS OF 1 50252140 540030	00000	20150291	INV	10/04/2016	4709	
			CIPFire	Bldgs		162.00	
			Invoice Net			162.00	
			CHECK TOTAL			162.00	-----
3079	POSITIVE COACHING ALLI 1 10004160 521538	00000	21700068	INV	10/04/2016	60697	
			CommSvcRec	PrSupSp		1,900.00	
			Invoice Net			1,900.00	
			CHECK TOTAL			1,900.00	-----
1841	ROAD MACHINERY 1 10003171 521502	00001	21700125	INV	10/04/2016	sw00500241	
			PubWrkVeh	ProSupEq		2,983.19	
			Invoice Net			2,983.19	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100516ap 10/05/2016 DUE DATE: 10/05/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	2,983.19
1842 ROADWAY ELECTRIC LLC	1 31001115 523003	00001	21700396	INV	10/04/2016	7	
				RiskMgmt	AutoLiabCl	3,775.00	
				Invoice Net		3,775.00	
						CHECK TOTAL	3,775.00
5118 RUST AUTOMATION & CONT	1 40013221 520540	00001	21700373	INV	10/04/2016	176378	
				CtrBuck	WWPlRM	16,021.72	
				Invoice Net		16,021.72	
						CHECK TOTAL	16,021.72
5310 SANDS CHEVROLET, LLC	1 31001115 521508	00000	21700395	INV	10/04/2016	395116	
				RiskMgmt	AutoExp	7,329.14	
				Invoice Net		7,329.14	
						CHECK TOTAL	7,329.14
1881 SECRETARY OF STATE	1 10002121 526120	00000		INV	10/04/2016	D.HOWARD	
				PDAdmin	DuesSub	43.00	
				Invoice Net		43.00	
						CHECK TOTAL	43.00
1881 AZ SECRETARY OF STATE	1 10002121 526120	00001		INV	10/04/2016	N.YOUNG	
				PDAdmin	DuesSub	43.00	
				Invoice Net		43.00	
						CHECK TOTAL	43.00
1896 SHAMROCK FOODS COMPANY	1 35754150 521502	00000	21700003	INV	10/05/2016	15819468	
				AAA	ProSupEq	87.29	
				Invoice Net		87.29	
1896 SHAMROCK FOODS COMPANY	1 35754150 521502	00000	21700003	INV	10/05/2016	15848243	
				AAA	ProSupEq	87.29	
				Invoice Net		87.29	
1896 SHAMROCK FOODS COMPANY	1 35754150 521502	00000	21700003	INV	10/05/2016	15877255	
				AAA	ProSupEq	103.63	
				Invoice Net		103.63	
						CHECK TOTAL	278.21
5407 STORMWATER OUTREACH FO	1 10003170 526120	00000		INV	09/29/2016	1042	
				PubWrkAdmi	DuesSub	2,000.00	
				Invoice Net		2,000.00	
						CHECK TOTAL	2,000.00
5229 SWEETWATER AUTO GLASS	1 31001115 521508	00001	21700347	INV	10/04/2016	1003440	
				RiskMgmt	AutoExp	373.14	
				Invoice Net		373.14	
5229 SWEETWATER AUTO GLASS	00001	21700347	INV	10/04/2016		1003435	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK: 100516ap 10/05/2016 DUE DATE: 10/05/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	1 31001115 521508			RiskMgmt AutoExp		428.02	
				Invoice Net		428.02	
5229	SWEETWATER AUTO GLASS		00001 21700347	INV 10/04/2016		1003445	
	1 31001115 521508			RiskMgmt AutoExp		388.84	
				Invoice Net		388.84	
5229	SWEETWATER AUTO GLASS		00001 21700347	INV 10/04/2016		1003424	
	1 31001115 521508			RiskMgmt AutoExp		388.84	
				Invoice Net		388.84	
				CHECK TOTAL		1,578.84	-----
5348	TAFS, INC		00001 21700385	INV 10/04/2016		12105	
	1 40003213 520585			SundBuck TreatM		228.90	
				Invoice Net		228.90	
				CHECK TOTAL		228.90	-----
1988	TARGET SPECIALTY PRODU		00000 21700060	INV 10/04/2016		p10464056	
	1 10004155 521502			CommSvcPrk ProSupEq		4,674.58	
				Invoice Net		4,674.58	
1988	TARGET SPECIALTY PRODU		00000 21700059	INV 10/04/2016		p10464057	
	1 10004155 521502			CommSvcPrk ProSupEq		696.20	
				Invoice Net		696.20	
				CHECK TOTAL		5,370.78	-----
2010	TRANS WEST ANALYTICAL		00001 21700248	INV 10/04/2016		1365978	
	1 40013221 520049			CtrBuck LabFees		1,454.00	
				Invoice Net		1,454.00	
2010	TRANS WEST ANALYTICAL		00001 21700248	INV 10/04/2016		1365992	
	1 40013224 520049			FesBuck LabFees		1,622.00	
				Invoice Net		1,622.00	
				CHECK TOTAL		3,076.00	-----
2010	TRANS WEST ANALYTICAL		00002 21700248	INV 10/04/2016		1365993	
	1 40013222 520049			SundBuck LabFees		1,363.00	
				Invoice Net		1,363.00	
2010	TRANS WEST ANALYTICAL		00002 21700248	INV 10/04/2016		1365967	
	1 40013223 520049			TartBuck LabFees		1,613.00	
				Invoice Net		1,613.00	
				CHECK TOTAL		2,976.00	-----
2030	U.S. FOOD INC		00001 21700015	INV 10/05/2016		3698511	
	1 35754150 521502			AAA ProSupEq		47.01	
				Invoice Net		47.01	
2030	U.S. FOOD INC		00001 21700015	INV 10/05/2016		3657382	
	1 35754150 521502			AAA ProSupEq		1,540.33	
				Invoice Net		1,540.33	
2030	U.S. FOOD INC		00001 21700015	INV 10/05/2016		5922751	
	1 35754150 521502			AAA ProSupEq		39.92	
				Invoice Net		39.92	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100516ap 10/05/2016 DUE DATE: 10/05/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
2030 U.S. FOOD INC	1 35754150 521502	00001	21700015	INV	10/05/2016	3789362	
		AAA		ProSupEq		2,055.32	
				Invoice Net		2,055.32	
				CHECK TOTAL			3,682.58
2035 UNIFIRST CORPORATION	1 35754150 523017	00000	21700016	INV	10/05/2016	3151698411	
		AAA		Space		10.95	
				Invoice Net		10.95	
				CHECK TOTAL			10.95
2027 USA BLUE BOOK	1 40013222 520543	00000	21700295	INV	10/04/2016	58610	
				SundBuck	SundWW	111.44	
				Invoice Net		111.44	
2027 USA BLUE BOOK	1 40013222 520543	00000	21700295	INV	10/04/2016	58608	
				SundBuck	SundWW	163.19	
				TartBuck	SundWW	838.39	
				Invoice Net		1,001.58	
2027 USA BLUE BOOK	1 40013221 520540	00000	21700295	INV	10/04/2016	58607	
				CtrBuck	WWPLRM	132.09	
				Invoice Net		132.09	
2027 USA BLUE BOOK	1 40013221 521503	00000	21700334	INV	10/04/2016	58516	
				CtrBuck	LabSup	49.78	
				Invoice Net		49.78	
2027 USA BLUE BOOK	1 40013222 521503	00000	21700334	INV	10/04/2016	56430	
				SundBuck	LabSup	86.47	
				Invoice Net		86.47	
2027 USA BLUE BOOK	1 40013222 521503	00000	21700334	INV	10/04/2016	61417	
				SundBuck	LabSup	87.01	
				Invoice Net		87.01	
				CHECK TOTAL			1,468.37
=====							
174 INVOICES				CHECK TOTAL		670,628.64	
				CASH ACCOUNT BALANCE		18,337,825.96	
=====							



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City of Buckeye, AZ - LIVE
CHECK SUMMARY

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CHECK: 100516ap 10/05/2016

DUE DATE: 10/05/2016

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET	
1000	10001101	City Manager	1000-10-101-101-0000-520039-	League of AZ Cities Du	32,661.00	.00
1000	10001110	Finance Admin	1000-10-110-110-0000-520037-	Professional Services	5,000.00	54,863.47
1000	10001115	Human Resources Ad	1000-10-115-115-0000-520037-	Professional Services	337.50	22,060.19
1000	10002120	City Court	1000-20-117-120-0000-520016-	Public Defender	1,900.00	14,600.00
1000	10002120	City Court	1000-20-117-120-0000-521521-	IT Equipment <\$5000	4,125.00	4,875.00
1000	10002120	City Court	1000-20-117-120-0000-526120-	Dues and Subscription	25.00	685.00
1000	10002121	Police Administrat	1000-20-120-121-0000-520037-	Professional Services	9,372.92	179,500.84
1000	10002121	Police Administrat	1000-20-120-121-0000-520041-	RWC Subscriber Fees	6,407.48	99,576.52
1000	10002121	Police Administrat	1000-20-120-121-0000-523027-	Recruitment	800.00	310.00
1000	10002121	Police Administrat	1000-20-120-121-0000-526120-	Dues and Subscription	86.00	7,210.90
1000	10003170	Public Works Admin	1000-30-130-170-0000-520019-	Custodial Contract (PW	23,847.33	126,998.00
1000	10003170	Public Works Admin	1000-30-130-170-0000-520506-	Repair and Replace	2,886.68	178,907.87
1000	10003170	Public Works Admin	1000-30-130-170-0000-521540-	Chemicals	788.75	9,000.00
1000	10003170	Public Works Admin	1000-30-130-170-0000-526120-	Dues and Subscription	2,000.00	941.00
1000	10003171	Vehicle Maintenanc	1000-30-130-171-0000-521502-	Program Supplies/Equip	2,983.19	82,075.96
1000	10003171	Vehicle Maintenanc	1000-30-130-171-0000-521922-	Uniforms	75.42	1,297.58
1000	10004151	Comm Svc Library	1000-40-125-151-0000-521550-	Books - Library	4,495.11	42,538.27
1000	10004155	Comm Svc Parks	1000-40-125-155-0000-521502-	Program Supplies/Equip	5,370.78	54,854.54
1000	10004155	Comm Svc Parks	1000-40-125-155-0000-549999-	Completed Capital	5,440.00	23,021.81
1000	10004160	Comm Svc Recreatio	1000-40-125-160-0000-520013-	Contract Instruc-SIC	1,330.00	21,292.00
1000	10004160	Comm Svc Recreatio	1000-40-125-160-0000-521538-	Program Supplies Sports	1,900.00	36,481.83
1000	10005180	Development Servic	1000-50-133-180-0000-520037-	Professional Services	1,105.20	162,284.19
CASH ACCOUNT 9999 104000			BALANCE 18,337,825.96	FUND TOTAL	112,937.36	
3035	30352121	RICO	3035-20-120-121-0000-421504-	Project Funding Awards	31,531.00	.00
3035	30352121	RICO	3035-20-120-121-0000-520037-	Professional Services	761.84	84,508.57
CASH ACCOUNT 9999 104000			BALANCE 18,337,825.96	FUND TOTAL	32,292.84	
3052	30522121	Impound Fund	3052-20-120-121-0000-510001-	Salaries and Wages	705.84	3,000.00
CASH ACCOUNT 9999 104000			BALANCE 18,337,825.96	FUND TOTAL	705.84	
3070	30701187	Eco Dev Reinvestme	3070-10-126-187-0000-520017-	Main Street Coalition	15,000.00	.00
3070	30701187	Eco Dev Reinvestme	3070-10-126-187-0000-520018-	General Contractual Se	1,000.00	42,800.50
CASH ACCOUNT 9999 104000			BALANCE 18,337,825.96	FUND TOTAL	16,000.00	
3090	30903170	Sundance Crossings	3090-30-130-170-0000-520019-	Custodial Contract (PW	14,716.08	.00



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City of Buckeye, AZ - LIVE
CHECK SUMMARY

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CHECK: 100516ap 10/05/2016

DUE DATE: 10/05/2016

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
CASH ACCOUNT 9999 104000		BALANCE 18,337,825.96	
		FUND TOTAL	14,716.08
3100 31001115	Risk Mgmt Retentio 3100-10-115-115-0000-521508-	Automotive Expenses	8,907.98
3100 31001115	Risk Mgmt Retentio 3100-10-115-115-0000-523003-	Auto Liability Claims	3,775.00
		FUND TOTAL	12,682.98
CASH ACCOUNT 9999 104000		BALANCE 18,337,825.96	
3575 35754150	Area Agency on Agi 3575-40-125-150-0000-520019-	Custodial Contract (PW	1,612.53
3575 35754150	Area Agency on Agi 3575-40-125-150-0000-521502-	Program Supplies/Equip	3,960.79
3575 35754150	Area Agency on Agi 3575-40-125-150-0000-523017-	Space	10.95
		FUND TOTAL	5,584.27
CASH ACCOUNT 9999 104000		BALANCE 18,337,825.96	
3810 38103202	Highway User Reven 3810-30-130-202-0000-520502-	Street Overlay R & M	419.89
3810 38103202	Highway User Reven 3810-30-130-202-0000-520602-	Traffic Signal R&M	18,479.41
3810 38103202	Highway User Reven 3810-30-130-202-0000-521715-	Signs & Markings	2,970.00
3810 38103202	Highway User Reven 3810-30-130-202-0000-521922-	Uniforms	235.54
		FUND TOTAL	22,104.84
CASH ACCOUNT 9999 104000		BALANCE 18,337,825.96	
4000 40003210	Water Utility Admi 4000-30-210-210-0000-520019-	Custodial Contract (PW	641.46
4000 40003210	Water Utility Admi 4000-30-210-210-0000-520582-	Sampling Stations	17,898.37
4000 40003210	Water Utility Admi 4000-30-210-210-0000-521922-	Uniforms	380.62
4000 40003212	Central Buckeye 4000-30-210-212-0000-520506-	Repair and Replace	1,233.18
4000 40003213	Sundance Buckeye 4000-30-210-213-0000-520581-	Well Maintenance Repai	5,947.50
4000 40003213	Sundance Buckeye 4000-30-210-213-0000-520585-	Treatment Plant O&M	228.90
4000 40003218	Global 4000-30-210-218-0000-520515-	Generator R & M	666.83
4000 40003350	Water Distribution 4000-30-210-350-0000-521505-	Equipment Rental	1,319.80
4000 40003350	Water Distribution 4000-30-210-350-0000-521508-	Automotive Expenses	56.40
4000 40003350	Water Distribution 4000-30-210-350-0000-521514-	Water Distrib System R	7,806.35
4000 40003351	Customer Svc Meter 4000-30-210-351-0000-520575-	Water Meters R & M	62,040.61
		FUND TOTAL	98,220.02
CASH ACCOUNT 9999 104000		BALANCE 18,337,825.96	
4001 40013220	Wastewater Adminis 4001-30-215-220-0000-521922-	Uniforms	283.93
4001 40013221	Central Buckeye 4001-30-215-221-0000-520049-	Laboratory Fees	1,454.00
4001 40013221	Central Buckeye 4001-30-215-221-0000-520540-	Wastewater Plant R & M	21,642.47
4001 40013221	Central Buckeye 4001-30-215-221-0000-521503-	Lab Supplies	49.78
4001 40013222	Sundance Buckeye 4001-30-215-222-0000-520049-	Laboratory Fees	1,363.00



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City of Buckeye, AZ - LIVE
CHECK SUMMARY

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CHECK: 100516ap 10/05/2016

DUE DATE: 10/05/2016

FUND ORG	ACCOUNT		AMOUNT	AVLB BUDGET	
4001 40013222	Sundance Buckeye	4001-30-215-222-0000-520543-	WW R&M	2,772.16	852,385.08
4001 40013222	Sundance Buckeye	4001-30-215-222-0000-521503-	Lab Supplies	173.48	162.86
4001 40013223	Tartesso Buckeye	4001-30-215-223-0000-520049-	Laboratory Fees	1,613.00	.00
4001 40013223	Tartesso Buckeye	4001-30-215-223-0000-520543-	WW R&M	3,547.21	166,267.52
4001 40013224	Festival Buckeye	4001-30-215-224-0000-520049-	Laboratory Fees	1,622.00	.00
4001 40013224	Festival Buckeye	4001-30-215-224-0000-520543-	WW R&M	5,213.37	251,925.95
			FUND TOTAL	39,734.40	
CASH ACCOUNT 9999	104000	BALANCE 18,337,825.96			
4005 40053205	Solid Waste	4005-30-205-205-0000-521922-	Uniforms	5.29	300.29
			FUND TOTAL	5.29	
CASH ACCOUNT 9999	104000	BALANCE 18,337,825.96			
4010 40103200	Airport	4010-30-200-200-0000-520019-	Custodial Contract (PW	447.10	800.00
			FUND TOTAL	447.10	
CASH ACCOUNT 9999	104000	BALANCE 18,337,825.96			
5020 50203170	Roadway Constructi	5020-30-130-170-0000-520037-	Professional Services	2,253.38	22,746.62
5020 50203170	Roadway Constructi	5020-30-130-170-0000-542010-	Street Systems	2,000.00	811,700.00
			FUND TOTAL	4,253.38	
CASH ACCOUNT 9999	104000	BALANCE 18,337,825.96			
5025 50252140	CIP Fire	5025-20-122-140-0000-540030-	Buildings	310,944.24	422,061.61
			FUND TOTAL	310,944.24	
CASH ACCOUNT 9999	104000	BALANCE 18,337,825.96			
			CHECK SUMMARY TOTAL	670,628.64	
			GRAND TOTAL	670,628.64	

** END OF REPORT - Generated by Pam Tulkan **

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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

P 1
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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616r 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1174 AZ MUNICIPAL RISK RETE	1 1030 218000	00001		INV	10/06/2016	3rd qtr 2016	
		PR Fund		WC Inc		210,762.00	
		Invoice Net				210,762.00	
						CHECK TOTAL	210,762.00
1298 CHLIC	1 1030 213000	00000		INV	10/06/2016	2020108	
		PR Fund		Health		598,425.15	
		Invoice Net				598,425.15	
						CHECK TOTAL	598,425.15
1318 COLONIAL SUPPLEMENTAL	1 1030 216800	00000		INV	10/06/2016	85985590912344	
		PR Fund		Colonial		1,692.71	
		Invoice Net				1,692.71	
						CHECK TOTAL	1,692.71
1612 LIBERTY MUTUAL GROUP	1 1030 216170	00000		INV	10/06/2016	318208	
		PR Fund		AutoIns		4,779.88	
		Invoice Net				4,779.88	
						CHECK TOTAL	4,779.88
1632 MHN SERVICES BANK OF A	1 10001115 520037	00000		INV	10/06/2016	3200052197	
		HRAdm		ProfSvcGen		979.44	
		Invoice Net				979.44	
						CHECK TOTAL	979.44
2073 WAGeworks INC	1 10001115 520037	00000		INV	10/06/2016	125a10485791	
		HRAdm		ProfSvcGen		718.00	
		Invoice Net				718.00	
						CHECK TOTAL	718.00
=====							
6 INVOICES						CHECK TOTAL	817,357.18
						CASH ACCOUNT BALANCE	18,040,022.94
=====							



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City of Buckeye, AZ - LIVE
CHECK SUMMARY

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CHECK: 100616r 10/06/2016

DUE DATE: 10/06/2016

FUND ORG	ACCOUNT		AMOUNT	AVLB BUDGET
1000 10001115	Human Resources Ad 1000-10-115-115-0000-520037-	Professional Services	1,697.44	20,362.75
		FUND TOTAL	1,697.44	
CASH ACCOUNT 9999 104000	BALANCE 18,040,022.94			
1030 1030	Payroll Fund 1030-00-000-000-0000-213000-	Health Insurance	598,425.15	
1030 1030	Payroll Fund 1030-00-000-000-0000-216170-	Liberty Home & Auto In	4,779.88	
1030 1030	Payroll Fund 1030-00-000-000-0000-216800-	Colonial Insurance	1,692.71	
1030 1030	Payroll Fund 1030-00-000-000-0000-218000-	Worker's Comp Ins	210,762.00	
		FUND TOTAL	815,659.74	
CASH ACCOUNT 9999 104000	BALANCE 18,040,022.94			
=====				
CHECK SUMMARY TOTAL			817,357.18	
=====				
GRAND TOTAL			817,357.18	
=====				

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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100316r 10/03/2016 DUE DATE: 10/03/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1177 AZ PUBLIC SERVICE		00001		INV	10/03/2016	0915161	
	1 31503170 527012			slid1		2,297.38	
	2 31503170 527010			SLID		1,345.42	
	3 31503170 527024			SLID		1,756.16	
	4 31503170 527011			SLID		1,262.63	
	5 31503170 527013			SLID		1,179.01	
	6 31503170 527014			SLID		2,507.08	
	7 31503170 527015			SLID		1,114.98	
	8 31503170 527016			SLID		1,260.86	
	9 31503170 527017			SLID		830.96	
	10 31503170 527018			SLID		1,484.42	
	11 31503170 527023			SLID		286.22	
	12 31503170 527020			SLID		318.87	
	13 31503170 527021			SLID		199.70	
	14 31503170 527022			SLID		145.11	
	15 31503170 527025			SLID		698.90	
	16 31503170 527026			SLID		312.86	
	17 31503170 527027			SLID		368.42	
	18 31503170 527032			SLID		435.12	
	19 31503170 527029			SLID		123.07	
	20 31503170 527031			SLID		1,052.23	
	21 31503170 527030			SLID		1,163.86	
	22 38103202 521700			HURFund		39,734.84	
	25 31503170 527033			SLID		714.75	
				Invoice Net		60,592.85	
				CHECK TOTAL		60,592.85	-----
1177 ARIZONA PUBLIC SERVICE		00002		INV	10/03/2016	908161	
	1 10001110 526010			Fin Adm		63,702.36	
	2 10002121 520041			PDAdmin		679.85	
	3 40103200 526010			Airp		983.48	
	4 10002121 521502			PDAdmin		105.58	
	5 40003301 526010			TractAWell		1,251.59	
	6 38103202 521700			HURFund		7,109.20	
	7 35754150 523017			AAA		2,094.29	
	8 30903170 526010			SundCross		16,535.77	
	9 40013221 526010			CtrBuck		19,105.96	
	10 40013222 526010			SundBuck		20,722.71	
	11 40013223 526010			TartBuck		1,266.71	
	12 40013224 526010			FesBuck		9,030.12	
	13 40013225 526010			NELiftStat		2,852.09	
	14 40003210 526010			WtrAdmin		2,810.63	
	15 40003212 526010			CtrBuck		2,951.39	
	16 40003213 526010			SundBuck		38,533.70	
	17 40003214 526010			TartBuck		20,178.73	
	18 40003215 526010			FesBuck		18,360.05	
	19 40003216 526010			Sonora		720.39	

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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100316r 10/03/2016 DUE DATE: 10/03/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
	20 40003217 526010		Hopeville	ElecExp		2,753.83	
	21 40003218 526010		Global	ElecExp		36,861.91	
			Invoice Net			268,610.34	
						CHECK TOTAL	268,610.34
1251	BUCKEYE WATER CONSERVA	00001	DrainWells	INV	10/03/2016	5451	
	1 40003302 526010		Invoice Net	ElecExp		9,503.70	
						9,503.70	
						CHECK TOTAL	9,503.70
1291	CENTURY LINK	00001	SundBuck	INV	10/03/2016	13881865001	
	1 40013222 526025		Invoice Net	TeleUtil		681.67	
						681.67	
						CHECK TOTAL	681.67
1333	COX COMMUNICATIONS SIT	00001	IT	INV	10/03/2016	920161	
	1 10001189 520032		Invoice Net	TelSvc		713.11	
						713.11	
						CHECK TOTAL	713.11
1489	GUST ROSENFELD P.L.C.	00000	Fin Adm	INV	10/03/2016	3143641	
	1 10001110 520001		Invoice Net	LegSvc		1,944.00	
						1,944.00	
1489	GUST ROSENFELD P.L.C.	00000	Fin Adm	INV	10/03/2016	3143671	
	1 10001110 520001		Invoice Net	LegSvc		757.36	
						757.36	
1489	GUST ROSENFELD P.L.C.	00000	Fin Adm	INV	10/03/2016	3143781	
	1 10001110 520001		Invoice Net	LegSvc		47,180.62	
	2 40003210 520001		WtrAdmin	LegSvc		605.20	
						47,785.82	
1489	GUST ROSENFELD P.L.C.	00000	Fin Adm	INV	10/03/2016	3143631	
	1 10001110 520001		Invoice Net	LegSvc		1,255.50	
						1,255.50	
1489	GUST ROSENFELD P.L.C.	00000	Fin Adm	INV	10/03/2016	3143661	
	1 10001110 520001		Invoice Net	LegSvc		1,032.75	
						1,032.75	
1489	GUST ROSENFELD P.L.C.	00000	WtrAdmin	INV	10/03/2016	3143681	
	1 40003210 520001		Invoice Net	LegSvc		447.53	
						447.53	
1489	GUST ROSENFELD P.L.C.	00000	WtrAdmin	INV	10/03/2016	3143701	
	1 40003210 520001		Invoice Net	LegSvc		80.00	
						80.00	
1489	GUST ROSENFELD P.L.C.	00000	Fin Adm	INV	10/03/2016	3143711	
	1 10001110 520001		Invoice Net	LegSvc		392.70	
						392.70	
1489	GUST ROSENFELD P.L.C.	00000	Fin Adm	INV	10/03/2016	3143731	
	1 10001110 520001		Invoice Net	LegSvc		1,425.46	
						1,425.46	

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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100316r 10/03/2016 DUE DATE: 10/03/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
1489	GUST ROSENFELD P.L.C.	00000		INV	10/03/2016	3143721	
	1 10001110 520001	Fin Adm		LegSvc		2,284.80	
		Invoice Net				2,284.80	
1489	GUST ROSENFELD P.L.C.	00000		INV	10/03/2016	3143741	
	1 10001110 520001	Fin Adm		LegSvc		953.70	
		Invoice Net				953.70	
1489	GUST ROSENFELD P.L.C.	00000		INV	10/03/2016	3144381	
	1 10001110 520001	Fin Adm		LegSvc		193.80	
		Invoice Net				193.80	
1489	GUST ROSENFELD P.L.C.	00000		INV	10/03/2016	3143691	
	1 40003210 520001	WtrAdmin		LegSvc		1,893.39	
		Invoice Net				1,893.39	
1489	GUST ROSENFELD P.L.C.	00000		INV	10/03/2016	3143751	
	1 10001110 520001	Fin Adm		LegSvc		11,590.02	
		Invoice Net				11,590.02	
1489	GUST ROSENFELD P.L.C.	00000		INV	10/03/2016	3138981	
	1 10001110 520001	Fin Adm		LegSvc		168.73	
		Invoice Net				168.73	
1489	GUST ROSENFELD P.L.C.	00000		INV	10/03/2016	3143771	
	1 10001110 520001	Fin Adm		LegSvc		1,790.11	
		Invoice Net				1,790.11	
1489	GUST ROSENFELD P.L.C.	00000		INV	10/03/2016	3143761	
	1 10001110 520001	Fin Adm		LegSvc		68.85	
		Invoice Net				68.85	
						CHECK TOTAL	74,064.52
1773	PITNEY BOWES INC	00003		INV	10/03/2016	922161	
	1 10001110 521510	Fin Adm		PostFr		2,700.00	
		Invoice Net				2,700.00	
						CHECK TOTAL	2,700.00
1936	SPRINT	00001		INV	10/03/2016	2567898980861	
	1 10002121 526025	PDAdmin		TeleUtil		73.77	
		Invoice Net				73.77	
						CHECK TOTAL	73.77
2058	VERIZON WIRELESS, BELL	00001		INV	10/03/2016	97719307521	
	1 10001100 526025	Council		TeleUtil		441.00	
	2 10001101 526025	CM		TeleUtil		245.00	
	3 10001110 526025	Fin Adm		TeleUtil		22.38	
	4 10001115 526025	HRAdm		TeleUtil		98.00	
	5 10002121 526025	PDAdmin		TeleUtil		4,899.14	
	6 10002140 526025	FDAdmin		TeleUtil		966.99	
	7 50012140 526025	CemImp		TeleUtil		98.00	
	8 10004151 526025	CommSvcLib		TeleUtil		245.00	
	9 10004155 526025	CommSvcPrk		TeleUtil		71.38	
	10 10004150 526025	CommSvcAd		TeleUtil		98.00	



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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100316r 10/03/2016 DUE DATE: 10/03/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
11	35754150 521519	AAA		LTAF		44.76	
12	10004160 526025	CommSvcRec		TeleUtil		383.52	
13	35754150 523022	AAA		Trans		22.38	
14	10003171 526025	PubWrkVeh		TeleUtil		98.00	
15	40103200 526025	Airp		TeleUtil		49.00	
16	10003170 526025	PubWrkAdmi		TeleUtil		343.00	
17	40053205 526025	SW		TeleUtil		147.00	
18	38103202 526025	HURFund		TeleUtil		731.94	
19	40003210 526025	WtrAdmin		TeleUtil		1,070.70	
20	40003213 526025	SundBuck		TeleUtil		142.76	
21	40003214 526025	TartBuck		TeleUtil		93.76	
22	40003218 526025	Global		TeleUtil		236.52	
23	40013220 526025	WWAdmin		TeleUtil		49.00	
24	40013221 526025	CtrBuck		TeleUtil		250.67	
25	40013222 526025	SundBuck		TeleUtil		116.14	
26	40013223 526025	TartBuck		TeleUtil		71.38	
27	40013224 526025	FesBuck		TeleUtil		22.38	
28	40013226 526025	ColSewSys		TeleUtil		71.38	
29	10001112 526025	Proc		TeleUtil		147.00	
30	10005185 526025	Eng		TeleUtil		294.00	
31	10005180 526025	DevSvc		TeleUtil		784.00	
32	10001102 526025	City Clerk		TeleUtil		98.00	
33	10001189 526025	IT		TeleUtil		451.19	
34	10001187 526025	EcoDev		TeleUtil		49.00	
		Invoice Net				12,952.37	
				CHECK TOTAL		12,952.37	-----
2058	VERIZON WIRELESS SERVI	00002	INV 10/03/2016			97719307511	
1	10002121 526025	PDAdmin		TeleUtil		3,273.13	
2	35732121 523034	PDGrts		GrtExpSt		183.54	
3	35742140 523013	FDGrts		NucEmMgm		30.59	
4	10002140 526025	FDAdmin		TeleUtil		520.98	
5	10005180 526025	DevSvc		TeleUtil		152.95	
6	10005185 526025	Eng		TeleUtil		152.95	
7	40013221 526025	CtrBuck		TeleUtil		61.18	
8	40013222 526025	SundBuck		TeleUtil		61.18	
9	40003210 526025	WtrAdmin		TeleUtil		367.08	
10	40013226 526025	ColSewSys		TeleUtil		30.59	
11	40003218 526025	Global		TeleUtil		305.90	
12	40053205 526025	SW		TeleUtil		30.59	
13	40103200 526025	Airp		TeleUtil		61.18	
14	10001189 526025	IT		TeleUtil		243.93	
15	10004151 526025	CommSvcLib		TeleUtil		61.18	
16	10001101 526025	CM		TeleUtil		122.36	
17	10001100 526025	Council		TeleUtil		244.72	
18	10004160 526025	CommSvcRec		TeleUtil		244.72	
		Invoice Net				6,148.75	



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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100316r 10/03/2016 DUE DATE: 10/03/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
2058	VERIZON WIRELESS SERVI	00002		INV	10/03/2016	97719198561	
	2 10002140 526025			FDAdmin		84.00	
	10 10001189 526025			IT		114.29	
				Invoice Net		198.29	
				CHECK TOTAL		6,347.04	-----
=====							
	27 INVOICES			CHECK TOTAL		436,239.37	
				CASH ACCOUNT BALANCE		17,967,114.00	
=====							

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City of Buckeye, AZ - LIVE
CHECK SUMMARY

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apwarrnt

CHECK: 100316r 10/03/2016

DUE DATE: 10/03/2016

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET	
1000	10001100	Mayor & Council				
1000	10001101	City Manager	1000-10-100-100-0000-526025-	Telephone	685.72	7,154.51
1000	10001102	City Clerk	1000-10-101-101-0000-526025-	Telephone	367.36	4,036.64
1000	10001110	Finance Admin	1000-10-102-102-0000-526025-	Telephone	98.00	1,417.00
1000	10001110	Finance Admin	1000-10-110-110-0000-520001-	Legal Services	71,038.40	755,678.57
1000	10001110	Finance Admin	1000-10-110-110-0000-521510-	Postage and Freight	2,700.00	1,786.66
1000	10001110	Finance Admin	1000-10-110-110-0000-526010-	Electric - Utility	63,702.36	443,731.11
1000	10001110	Finance Admin	1000-10-110-110-0000-526025-	Telephone	22.38	310.24
1000	10001112	Procurement	1000-10-112-112-0000-526025-	Telephone	147.00	918.00
1000	10001115	Human Resources Ad	1000-10-115-115-0000-526025-	Telephone	98.00	1,214.00
1000	10001187	Economic Developmen	1000-10-126-187-0000-526025-	Telephone	49.00	576.00
1000	10001189	Information Techno	1000-10-128-189-0000-520032-	Telecom Services	713.11	220,422.20
1000	10001189	Information Techno	1000-10-128-189-0000-526025-	Telephone	809.41	5,726.64
1000	10002121	Police Administrat	1000-20-120-121-0000-520041-	RWC Subscriber Fees	679.85	99,576.52
1000	10002121	Police Administrat	1000-20-120-121-0000-521502-	Program Supplies/Equip	105.58	88,348.17
1000	10002121	Police Administrat	1000-20-120-121-0000-526025-	Telephone	8,246.04	51,805.60
1000	10002140	Fire Administratio	1000-20-122-140-0000-526025-	Telephone	1,571.97	10,048.11
1000	10003170	Public Works Admin	1000-30-130-170-0000-526025-	Telephone	343.00	2,044.00
1000	10003171	Vehicle Maintenanc	1000-30-130-171-0000-526025-	Telephone	98.00	793.62
1000	10004150	Community Svc Admi	1000-40-125-150-0000-526025-	Telephone	98.00	814.00
1000	10004151	Comm Svc Library	1000-40-125-151-0000-526025-	Telephone	306.18	2,837.94
1000	10004155	Comm Svc Parks	1000-40-125-155-0000-526025-	Telephone	71.38	491.86
1000	10004160	Comm Svc Recreatio	1000-40-125-160-0000-526025-	Telephone	628.24	7,874.72
1000	10005180	Development Servic	1000-50-133-180-0000-526025-	Telephone	936.95	14,711.30
1000	10005185	Engineering	1000-50-134-185-0000-526025-	Telephone	446.95	6,339.30
			FUND TOTAL		153,962.88	
CASH ACCOUNT	9999 104000	BALANCE	17,967,114.00			
3090	30903170	Sundance Crossings	3090-30-130-170-0000-526010-	Electric - Utility	16,535.77	98,014.86
			FUND TOTAL		16,535.77	
CASH ACCOUNT	9999 104000	BALANCE	17,967,114.00			
3150	31503170	SLID Operations	3150-30-130-170-0000-527010-	2006-SLID-001 Operatio	1,345.42	13,377.16
3150	31503170	SLID Operations	3150-30-130-170-0000-527011-	2006-SLID-007 Operatio	1,262.63	12,503.74
3150	31503170	SLID Operations	3150-30-130-170-0000-527012-	SLID 1 Operations	2,297.38	22,713.24
3150	31503170	SLID Operations	3150-30-130-170-0000-527013-	2006-SLID-008 Operatio	1,179.01	2,451.16
3150	31503170	SLID Operations	3150-30-130-170-0000-527014-	2006-SLID-011 Operatio	2,507.08	24,804.84
3150	31503170	SLID Operations	3150-30-130-170-0000-527015-	2006-SLID-015 Operatio	1,114.98	11,040.04
3150	31503170	SLID Operations	3150-30-130-170-0000-527016-	2006-SLID-016 Operatio	1,260.86	12,485.28
3150	31503170	SLID Operations	3150-30-130-170-0000-527017-	2006-SLID-017 Operatio	830.96	8,231.08
3150	31503170	SLID Operations	3150-30-130-170-0000-527018-	2006-SLID-019 Operatio	1,484.42	12,551.16
3150	31503170	SLID Operations	3150-30-130-170-0000-527020-	2007-SLID-001 Operatio	318.87	3,158.26
3150	31503170	SLID Operations	3150-30-130-170-0000-527021-	2007-SLID-002 Operatio	199.70	1,978.60
3150	31503170	SLID Operations	3150-30-130-170-0000-527022-	2007-SLID-003 Operatio	145.11	1,434.78
3150	31503170	SLID Operations	3150-30-130-170-0000-527023-	2006-SLID-009 Operatio	286.22	2,836.56
3150	31503170	SLID Operations	3150-30-130-170-0000-527024-	2006-SLID-003 Operatio	1,756.16	17,392.68



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City of Buckeye, AZ - LIVE
CHECK SUMMARY

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CHECK: 100316r 10/03/2016

DUE DATE: 10/03/2016

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
3150 31503170	SLID Operations 3150-30-130-170-0000-527025-	2007-SLID-010 Operatio 698.90	6,927.20
3150 31503170	SLID Operations 3150-30-130-170-0000-527026-	2007-SLID-013 Operatio 312.86	3,098.28
3150 31503170	SLID Operations 3150-30-130-170-0000-527027-	2007-SLID-021 Operatio 368.42	3,647.16
3150 31503170	SLID Operations 3150-30-130-170-0000-527029-	2011-SLID-001 Operatio 123.07	1,216.86
3150 31503170	SLID Operations 3150-30-130-170-0000-527030-	2012-SLID-002 Operatio 1,163.86	6,450.69
3150 31503170	SLID Operations 3150-30-130-170-0000-527031-	2013-SLID-002 Operatio 1,052.23	504.18
3150 31503170	SLID Operations 3150-30-130-170-0000-527032-	2009-SLID-02A Operatio 435.12	4,297.76
3150 31503170	SLID Operations 3150-30-130-170-0000-527033-	2015-SLID-001 Operatio 714.75	10,850.29
		FUND TOTAL	20,858.01
CASH ACCOUNT 9999 104000	BALANCE 17,967,114.00		
3573 35732121	Police Dept Grants 3573-20-120-121-0000-523034-	Grant Expenditure Stat 183.54	313,956.38
		FUND TOTAL	183.54
CASH ACCOUNT 9999 104000	BALANCE 17,967,114.00		
3574 35742140	Fire Department Gr 3574-20-122-140-0000-523013-	Nuc Emerg. Mgmt Expend 30.59	57,060.04
		FUND TOTAL	30.59
CASH ACCOUNT 9999 104000	BALANCE 17,967,114.00		
3575 35754150	Area Agency on Agi 3575-40-125-150-0000-521519-	LTAf II 44.76	19,629.73
3575 35754150	Area Agency on Agi 3575-40-125-150-0000-523017-	Space 2,094.29	47,939.23
3575 35754150	Area Agency on Agi 3575-40-125-150-0000-523022-	Transportation 22.38	11,489.65
		FUND TOTAL	2,161.43
CASH ACCOUNT 9999 104000	BALANCE 17,967,114.00		
3810 38103202	Highway User Reven 3810-30-130-202-0000-521700-	Street Lighting Base C 46,844.04	456,281.83
3810 38103202	Highway User Reven 3810-30-130-202-0000-526025-	Telephone 731.94	3,503.60
		FUND TOTAL	47,575.98
CASH ACCOUNT 9999 104000	BALANCE 17,967,114.00		
4000 40003210	Water Utility Admi 4000-30-210-210-0000-520001-	Legal Services 3,026.12	252,600.41
4000 40003210	Water Utility Admi 4000-30-210-210-0000-526010-	Electric - Utility 2,810.63	40,734.00
4000 40003210	Water Utility Admi 4000-30-210-210-0000-526025-	Telephone 1,437.78	1,945.14
4000 40003212	Central Buckeye 4000-30-210-212-0000-526010-	Electric - Utility 2,951.39	43,792.37
4000 40003213	Sundance Buckeye 4000-30-210-213-0000-526010-	Electric - Utility 38,533.70	760,072.00
4000 40003213	Sundance Buckeye 4000-30-210-213-0000-526025-	Telephone 142.76	2,436.72
4000 40003214	Tartesso Buckeye 4000-30-210-214-0000-526010-	Electric - Utility 20,178.73	5,794.71
4000 40003214	Tartesso Buckeye 4000-30-210-214-0000-526025-	Telephone 93.76	3,949.92
4000 40003215	Festival Buckeye 4000-30-210-215-0000-526010-	Electric - Utility 18,360.05	36,697.74



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City of Buckeye, AZ - LIVE
CHECK SUMMARY

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CHECK: 100316r 10/03/2016

DUE DATE: 10/03/2016

FUND ORG	ACCOUNT		AMOUNT	AVLB BUDGET	
4000 40003216	Sonora	4000-30-210-216-0000-526010-	Electric - Utility	720.39	23,566.09
4000 40003217	Hopeville	4000-30-210-217-0000-526010-	Electric - Utility	2,753.83	9,025.02
4000 40003218	Global	4000-30-210-218-0000-526010-	Electric - Utility	36,861.91	569,813.72
4000 40003218	Global	4000-30-210-218-0000-526025-	Telephone	542.42	2,127.56
4000 40003301	Tract A Well	4000-30-211-301-0000-526010-	Electric - Utility	1,251.59	9,505.47
4000 40003302	Drainage Wells	4000-30-211-302-0000-526010-	Electric - Utility	9,503.70	116,701.80
			FUND TOTAL	139,168.76	
CASH ACCOUNT 9999 104000	BALANCE	17,967,114.00			
4001 40013220	Wastewater Adminis	4001-30-215-220-0000-526025-	Telephone	49.00	6,025.00
4001 40013221	Central Buckeye	4001-30-215-221-0000-526010-	Electric - Utility	19,105.96	149,688.56
4001 40013221	Central Buckeye	4001-30-215-221-0000-526025-	Telephone	311.85	4,793.78
4001 40013222	Sundance Buckeye	4001-30-215-222-0000-526010-	Electric - Utility	20,722.71	147,621.65
4001 40013222	Sundance Buckeye	4001-30-215-222-0000-526025-	Telephone	858.99	3,897.24
4001 40013223	Tartesso Buckeye	4001-30-215-223-0000-526010-	Electric - Utility	1,266.71	176,140.90
4001 40013223	Tartesso Buckeye	4001-30-215-223-0000-526025-	Telephone	71.38	5,356.04
4001 40013224	Festival Buckeye	4001-30-215-224-0000-526010-	Electric - Utility	9,030.12	169,289.32
4001 40013224	Festival Buckeye	4001-30-215-224-0000-526025-	Telephone	22.38	6,071.24
4001 40013225	Northeast Lift Sta	4001-30-215-225-0000-526010-	Electric - Utility	2,852.09	14,345.40
4001 40013226	Collections Sewer	4001-30-215-226-0000-526025-	Telephone	101.97	5,938.52
			FUND TOTAL	54,393.16	
CASH ACCOUNT 9999 104000	BALANCE	17,967,114.00			
4005 40053205	Solid Waste	4005-30-205-205-0000-526025-	Telephone	177.59	1,398.66
			FUND TOTAL	177.59	
CASH ACCOUNT 9999 104000	BALANCE	17,967,114.00			
4010 40103200	Airport	4010-30-200-200-0000-526010-	Electric - Utility	983.48	10,258.62
4010 40103200	Airport	4010-30-200-200-0000-526025-	Telephone	110.18	1,086.32
			FUND TOTAL	1,093.66	
CASH ACCOUNT 9999 104000	BALANCE	17,967,114.00			
5001 50012140	Cemetery Improveme	5001-20-122-140-0000-526025-	Telephone	98.00	914.00
			FUND TOTAL	98.00	
CASH ACCOUNT 9999 104000	BALANCE	17,967,114.00			
			CHECK SUMMARY TOTAL	436,239.37	



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City of Buckeye, AZ - LIVE
CHECK SUMMARY

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CHECK:	100316r	10/03/2016		DUE DATE: 10/03/2016	
FUND ORG		ACCOUNT		AMOUNT	AVLB BUDGET

===== GRAND TOTAL 436,239.37 =====

** END OF REPORT - Generated by Pam Tulkan **

*Utility Billing
Refunds*



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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

P 1
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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
999997	2014-2 IH BORROWER L.P 1 4000 230000	00000		INV	09/30/2016	15.0490.10	
				WtrUtil	SecDepRef	126.36	
				Invoice Net		126.36	
				CHECK TOTAL			126.36
999997	2015- 1 IH2 BORROWER, 1 4000 230000	00000		INV	09/30/2016	11.1070.10	
				WtrUtil	SecDepRef	122.68	
				Invoice Net		122.68	
				CHECK TOTAL			122.68
999997	ACCARDO, ANTONIO 1 4000 230000	00000		INV	09/30/2016	18.0040.07	
				WtrUtil	SecDepRef	86.75	
				Invoice Net		86.75	
				CHECK TOTAL			86.75
999997	AGUILA, PEDRO 1 4000 230000	00000		INV	09/30/2016	12.6100.07	
				WtrUtil	SecDepRef	41.40	
				Invoice Net		41.40	
				CHECK TOTAL			41.40
999997	AGUILA, PEDRO 1 9999 117500	00000		INV	09/30/2016	12.6100.07	
				PolCah	UBClear	114.92	
				Invoice Net		114.92	
				CHECK TOTAL			114.92
999997	ALICEA, JOI 1 4000 230000	00000		INV	09/30/2016	18.2356.06	
				WtrUtil	SecDepRef	9.43	
				Invoice Net		9.43	
				CHECK TOTAL			9.43
999997	ALLEN, EMILY 1 4005 230000	00000		INV	09/30/2016	98.4776.03	
				SWFd	SecDepRef	30.00	
				Invoice Net		30.00	
				CHECK TOTAL			30.00
999997	ALVAREZ, OSCAR 1 9999 117500	00000		INV	09/30/2016	20.0063.04	
				PolCah	UBClear	263.21	
				Invoice Net		263.21	
				CHECK TOTAL			263.21
999997	ANDERSON, JAMES 1 9999 117500	00000		INV	09/30/2016	3.0580.05	
				PolCah	UBClear	33.34	
				Invoice Net		33.34	
				CHECK TOTAL			33.34
999997	ANDREWS, KEVIN 1 4000 230000	00000		INV	09/30/2016	6.1450.16	
				WtrUtil	SecDepRef	109.68	
				Invoice Net		109.68	
				CHECK TOTAL			



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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK	
						CHECK TOTAL	109.68	-----
999997	ANGEL, ROBERT 1 4000 230000	00000		INV	09/30/2016	16.2960.10		
				WtrUtil	SecDepRef	39.60		
				Invoice Net		39.60		
						CHECK TOTAL	39.60	-----
999997	ANSONG HOLDINGS LLC 1 4000 230000	00000		INV	09/30/2016	13.0726.04		
				WtrUtil	SecDepRef	181.66		
				Invoice Net		181.66		
						CHECK TOTAL	181.66	-----
999997	AOYS, BENJAMIN 1 4000 230000	00000		INV	09/30/2016	11.0000.05		
				WtrUtil	SecDepRef	47.16		
				Invoice Net		47.16		
						CHECK TOTAL	47.16	-----
999997	AYERS, LORRAINE 1 4000 230000	00000		INV	09/30/2016	16.0800.10		
				WtrUtil	SecDepRef	105.03		
				Invoice Net		105.03		
						CHECK TOTAL	105.03	-----
999997	BAGLEY, BROCK & CONCHA 1 9999 117500	00000		INV	09/30/2016	25.0980.02		
				PolCah	UBClear	40.18		
				Invoice Net		40.18		
						CHECK TOTAL	40.18	-----
999997	BARCELLONA, RUTH B. 1 9999 117500	00000		INV	09/30/2016	13.0260.02		
				PolCah	UBClear	65.61		
				Invoice Net		65.61		
						CHECK TOTAL	65.61	-----
999997	BARNARD, SANDRA AND KE 1 4000 230000	00000		INV	09/30/2016	14.5700.08		
				WtrUtil	SecDepRef	226.69		
				Invoice Net		226.69		
						CHECK TOTAL	226.69	-----
999997	BARRAZA, WILLENE & HEN 1 9999 117500	00000		INV	09/30/2016	17.9896.01		
				PolCah	UBClear	37.52		
				Invoice Net		37.52		
						CHECK TOTAL	37.52	-----
999997	BEECK, DANIELLE 1 4000 230000	00000		INV	09/30/2016	20.5539.04		
				WtrUtil	SecDepRef	121.37		
				Invoice Net		121.37		
						CHECK TOTAL	121.37	-----



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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
999997	BENNETT PROPERTY MANAG 1 9999 117500	00000		INV	09/30/2016	10.2320.09 96.04 96.04 PolCah UBClear Invoice Net	96.04 -----
999997	BLACK, SARA & CHRIS 1 4000 230000	00000		INV	09/30/2016	6.1770.02 75.00 75.00 WtrUtil SecDepRef Invoice Net	75.00 -----
999997	BLAND, DAVID 1 4005 230000	00000		INV	09/30/2016	17.0799.02 30.00 30.00 SWFd SecDepRef Invoice Net	30.00 -----
999997	BLOUNT, ANDRE & NAVEJA 1 4005 230000	00000		INV	09/30/2016	17.7677.03 30.00 30.00 SWFd SecDepRef Invoice Net	30.00 -----
999997	BUDD, TAMMY & RODRIGUE 1 4000 230000	00000		INV	09/30/2016	15.1120.15 57.83 57.83 WtrUtil SecDepRef Invoice Net	57.83 -----
999997	CARPENTER, CHAD 1 4000 230000	00000		INV	09/30/2016	10.6418.08 20.25 20.25 WtrUtil SecDepRef Invoice Net	20.25 -----
999997	CARROLL, CHRISTINE 1 4000 230000	00000		INV	09/30/2016	14.5870.06 41.48 41.48 WtrUtil SecDepRef Invoice Net	41.48 -----
999997	CATANZARO, GEORGE 1 9999 117500	00000		INV	09/30/2016	16.5345.04 53.31 53.31 PolCah UBClear Invoice Net	53.31 -----
999997	CENTURY 21 NORTHWEST 1 4000 230000	00000		INV	09/30/2016	20.2932.10 117.97 117.97 WtrUtil SecDepRef Invoice Net	117.97 -----
999997	CHASE, MATTHEW 1 4001 230000	00000		INV	09/30/2016	80.1202.01 44.03 44.03 WWPd SecDepRef Invoice Net	44.03 -----



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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	44.03
999997	CHAVEZ, SYLVIA 1 4000 230000	00000		INV	09/30/2016	4.0700.05 WtrUtil SecDepRef 22.05 22.05 Invoice Net	-----
						CHECK TOTAL	22.05
999997	CLOER, ROBERT & LINDA 1 4005 230000	00000		INV	09/30/2016	17.0886.01 SWFd SecDepRef 10.62 10.62 Invoice Net	-----
						CHECK TOTAL	10.62
999997	CLOER, ROBERT & LINDA 1 9999 117500	00000		INV	09/30/2016	17.0886.01 PolCah UBClear 19.38 19.38 Invoice Net	-----
						CHECK TOTAL	19.38
999997	COLEMAN, TANYA 1 4001 230000	00000		INV	09/30/2016	80.1234.01 WWFd SecDepRef 74.99 74.99 Invoice Net	-----
						CHECK TOTAL	74.99
999997	CONCIALDI, SUSAN & MAR 1 4000 230000	00000		INV	09/30/2016	12.3871.04 WtrUtil SecDepRef 167.73 167.73 Invoice Net	-----
						CHECK TOTAL	167.73
999997	CORE CONSTRUCTION IC 1 9999 117500	00000		INV	09/30/2016	99.1408.01 PolCah UBClear 2,883.92 2,883.92 Invoice Net	-----
						CHECK TOTAL	2,883.92
999997	CROWDER, VALERIE & THO 1 4005 230000	00000		INV	09/30/2016	98.6266.04 SWFd SecDepRef 10.62 10.62 Invoice Net	-----
						CHECK TOTAL	10.62
999997	CRUCE, CHRISTINE 1 4005 230000	00000		INV	09/30/2016	98.8174.02 SWFd SecDepRef 10.62 10.62 Invoice Net	-----
						CHECK TOTAL	10.62
999997	CYPREXX SERVICES, LLC 1 9999 117500	00000		INV	09/30/2016	98.7314.03 PolCah UBClear 9.41 9.41 Invoice Net	-----
						CHECK TOTAL	9.41



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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
999997 DAHM, ERIKA	1 4005 230000	00000		INV	09/30/2016	98.7597.01	
		SWFd		SecDepRef		9.38	
		Invoice Net				9.38	
				CHECK TOTAL			9.38
999997 DEJA, WILLIAM AND PAME	1 4005 230000	00000		INV	09/30/2016	17.9028.04	
		SWFd		SecDepRef		19.18	
		Invoice Net				19.18	
				CHECK TOTAL			19.18
999997 DELL, DEREK & VICTORIA	1 4000 230000	00000		INV	09/30/2016	15.1270.04	
		WtrUtil		SecDepRef		6.19	
		Invoice Net				6.19	
				CHECK TOTAL			6.19
999997 DELL, DEREK & VICTORIA	1 9999 117500	00000		INV	09/30/2016	15.1270.04	
		PolCah		UBClear		45.00	
		Invoice Net				45.00	
				CHECK TOTAL			45.00
999997 DENNY, ROGER	1 4000 230000	00000		INV	09/30/2016	21.2228.02	
		WtrUtil		SecDepRef		5.06	
		Invoice Net				5.06	
				CHECK TOTAL			5.06
999997 DIXON, YVETTE	1 4000 230000	00000		INV	09/30/2016	15.0580.08	
		WtrUtil		SecDepRef		12.52	
		Invoice Net				12.52	
				CHECK TOTAL			12.52
999997 DOAK, DARRYL & DEBRA	1 9999 117500	00000		INV	09/30/2016	18.2893.04	
		PolCah		UBClear		390.00	
		Invoice Net				390.00	
				CHECK TOTAL			390.00
999997 DOUCETTE, SHERMAN	1 4005 230000	00000		INV	09/30/2016	98.3547.02	
		SWFd		SecDepRef		30.00	
		Invoice Net				30.00	
				CHECK TOTAL			30.00
999997 DURAN, FRANK	1 4000 230000	00000		INV	09/30/2016	10.0620.12	
		WtrUtil		SecDepRef		47.79	
		Invoice Net				47.79	
				CHECK TOTAL			47.79
999997 DURTSCHI, MICHAEL	1 4000 230000	00000		INV	09/30/2016	11.3980.15	
		WtrUtil		SecDepRef		105.42	
		Invoice Net				105.42	



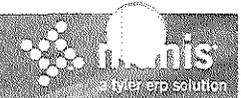
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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK	
						CHECK TOTAL	105.42	-----
999997	ELLIOT, GIA 1 9999 117500	00000		INV	09/30/2016	14.8131.02		
				PolCah	UBClear	127.32		
				Invoice Net		127.32		
						CHECK TOTAL	127.32	-----
999997	ELLIOT, SCOTT 1 4000 230000	00000		INV	09/30/2016	16.5138.04		
				WtrUtil	SecDepRef	47.40		
				Invoice Net		47.40		
						CHECK TOTAL	47.40	-----
999997	EMPIRE RESIDENTIAL DPP 1 4005 230000	00000		INV	09/30/2016	98.3815.04		
				SWFd	SecDepRef	10.62		
				Invoice Net		10.62		
						CHECK TOTAL	10.62	-----
999997	EMPIRE RESIDENTIAL OPP 1 4005 230000	00000		INV	09/30/2016	98.4168.04		
				SWFd	SecDepRef	10.62		
				Invoice Net		10.62		
						CHECK TOTAL	10.62	-----
999997	EMPIRE RESIDENTIAL OPP 1 4000 230000	00000		INV	09/30/2016	15.3480.10		
				WtrUtil	SecDepRef	93.75		
				Invoice Net		93.75		
						CHECK TOTAL	93.75	-----
999997	EMPIRE RESIDENTIAL OPP 1 4005 230000	00000		INV	09/30/2016	98.8102.04		
				SWFd	SecDepRef	10.62		
				Invoice Net		10.62		
						CHECK TOTAL	10.62	-----
999997	ENRIQUEZ, MARIA 1 4000 230100	00000		INV	09/30/2016	0000879928-000110681		
				WtrUtil	GloDepRef	200.00		
				Invoice Net		200.00		
						CHECK TOTAL	200.00	-----
999997	EV CAPITAL, LLC 1 4000 230000	00000		INV	09/30/2016	20.4368.05		
				WtrUtil	SecDepRef	102.57		
				Invoice Net		102.57		
						CHECK TOTAL	102.57	-----
999997	FIGUEROA, JAIME 1 4005 230000	00000		INV	09/30/2016	98.8390.04		
				SWFd	SecDepRef	10.62		
				Invoice Net		10.62		
						CHECK TOTAL	10.62	-----



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
999997 FOGARTY, PATRICIA	1 4000 230000	00000		WtrUtil	INV 09/30/2016	21.3818.02	
				SecDepRef		50.55	
				Invoice Net		50.55	
				CHECK TOTAL			50.55
999997 FOGARTY, PATRICIA	1 9999 117500	00000		PolCah	INV 09/30/2016	21.3818.02	
				UBClear		132.73	
				Invoice Net		132.73	
				CHECK TOTAL			132.73
999997 FOSTER, ANTWAWN & HOLL	1 4005 230000	00000		SWFd	INV 09/30/2016	97.0070.04	
				SecDepRef		10.62	
				Invoice Net		10.62	
				CHECK TOTAL			10.62
999997 FRAZIER, JASMINE	1 9999 117500	00000		PolCah	INV 09/30/2016	17.0239.01	
				UBClear		19.38	
				Invoice Net		19.38	
				CHECK TOTAL			19.38
999997 FREEMAN, RACHAEL & DIV	1 4005 230000	00000		SWFd	INV 09/30/2016	97.0952.01	
				SecDepRef		10.62	
				Invoice Net		10.62	
				CHECK TOTAL			10.62
999997 FUFAR, GUDETA	1 9999 117500	00000		PolCah	INV 09/30/2016	16.5360.04	
				UBClear		96.01	
				Invoice Net		96.01	
				CHECK TOTAL			96.01
999997 GAMEZ, EDUARDO & LOZAN	1 9999 117500	00000		PolCah	INV 09/30/2016	11.1216.11	
				UBClear		108.61	
				Invoice Net		108.61	
				CHECK TOTAL			108.61
999997 GARCIA, YAJAIRA AND GO	1 4000 230000	00000		WtrUtil	INV 09/30/2016	11.1143.06	
				SecDepRef		142.48	
				Invoice Net		142.48	
				CHECK TOTAL			142.48
999997 GATTISON, KENNETH & HA	1 4005 230000	00000		SWFd	INV 09/30/2016	98.5857.04	
				SecDepRef		30.00	
				Invoice Net		30.00	
				CHECK TOTAL			30.00
999997 GILMORE, KRISTINE	1 4005 230000	00000		SWFd	INV 09/30/2016	97.1389.02	
				SecDepRef		10.62	
				Invoice Net		10.62	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	10.62
999997	GILMORE, KRISTINE 1 9999 117500	00000		INV	09/30/2016	97.1389.02	
				PolCah	UBClear	19.38	
				Invoice Net		19.38	
						CHECK TOTAL	19.38
999997	GOIKE, CORY & MELANI 1 4001 230000	00000		INV	09/30/2016	80.0127.03	
				WWFd	SecDepRef	5.94	
				Invoice Net		5.94	
						CHECK TOTAL	5.94
999997	GONZALEZ, ESTHER 1 4000 230000	00000		INV	09/30/2016	12.4560.08	
				WtrUtil	SecDepRef	53.32	
				Invoice Net		53.32	
						CHECK TOTAL	53.32
999997	GRIFFIN, JANET L 1 4000 230000	00000		INV	09/30/2016	11.1083.04	
				WtrUtil	SecDepRef	75.00	
				Invoice Net		75.00	
						CHECK TOTAL	75.00
999997	GRIFFIN, JANET L 1 9999 117500	00000		INV	09/30/2016	11.1083.04	
				PolCah	UBClear	42.37	
				Invoice Net		42.37	
						CHECK TOTAL	42.37
999997	GRIFFITH, MICHELE 1 9999 117500	00000		INV	09/30/2016	98.5871.03	
				PolCah	UBClear	73.72	
				Invoice Net		73.72	
						CHECK TOTAL	73.72
999997	GUERRA, POULETTE 1 4000 230000	00000		INV	09/30/2016	16.3320.06	
				WtrUtil	SecDepRef	81.78	
				Invoice Net		81.78	
						CHECK TOTAL	81.78
999997	H & H MANAGEMENT INC 1 4000 230000	00000		INV	09/30/2016	16.0900.13	
				WtrUtil	SecDepRef	133.09	
				Invoice Net		133.09	
						CHECK TOTAL	133.09
999997	HALBERT, NATASHA 1 4005 230000	00000		INV	09/30/2016	17.9938.01	
				SWFd	SecDepRef	18.11	
				Invoice Net		18.11	
						CHECK TOTAL	18.11



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
999997	HALL, DONALD & SARA 1 4005 230000	00000		INV	09/30/2016	98.8687.04	
				SWFd	SecDepRef	10.62	
				Invoice Net		10.62	
				CHECK TOTAL			10.62
999997	HARRIS, DIANNA 1 9999 117500	00000		INV	09/30/2016	11.5141.06	
				PolCah	UBClear	115.22	
				Invoice Net		115.22	
				CHECK TOTAL			115.22
999997	HARWELL, ROBERT & TAMM 1 4005 230000	00000		INV	09/30/2016	17.8782.02	
				SWFd	SecDepRef	10.62	
				Invoice Net		10.62	
				CHECK TOTAL			10.62
999997	HELMAN, ESTELLE 1 4005 230000	00000		INV	09/30/2016	98.5163.03	
				SWFd	SecDepRef	30.00	
				Invoice Net		30.00	
				CHECK TOTAL			30.00
999997	HEREDIA, JENNIFER & LU 1 4001 230000	00000		INV	09/30/2016	80.1440.02	
				WWFd	SecDepRef	73.06	
				Invoice Net		73.06	
				CHECK TOTAL			73.06
999997	HODSON, ELIZABETH & MI 1 4000 230000	00000		INV	09/30/2016	10.0160.07	
				WtrUtil	SecDepRef	119.38	
				Invoice Net		119.38	
				CHECK TOTAL			119.38
999997	HOLZEMER, BRYAN 1 9999 117500	00000		INV	09/30/2016	18.6672.02	
				PolCah	UBClear	36.26	
				Invoice Net		36.26	
				CHECK TOTAL			36.26
999997	HOPKINS, MARGARET & HU 1 4000 230000	00000		INV	09/30/2016	20.2630.07	
				WtrUtil	SecDepRef	115.35	
				Invoice Net		115.35	
				CHECK TOTAL			115.35
999997	IMPERIAL RESIDENTIAL 1 9999 117500	00000		INV	09/30/2016	98.5940.03	
				PolCah	UBClear	15.00	
				Invoice Net		15.00	
				CHECK TOTAL			15.00
999997	IWANYLO, TODD & IRENE 1 4000 230000	00000		INV	09/30/2016	11.4870.08	
				WtrUtil	SecDepRef	37.06	
				Invoice Net		37.06	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	37.06
999997	JACKALONE, JAMESON 1 4005 230000	00000		INV	09/30/2016	17.7399.03	
				SWFd	SecDepRef	10.62	
				Invoice Net		10.62	
						CHECK TOTAL	10.62
999997	JAIMIE VERGARA FIGUEROA 1 4000 230100	00000		INV	09/30/2016	0000878372-001102539	
				WtrUtil	GloDepRef	200.00	
				Invoice Net		200.00	
						CHECK TOTAL	200.00
999997	JEFFERY, SHERI 1 9999 117500	00000		INV	09/30/2016	98.8543.03	
				PolCah	UBClear	22.96	
				Invoice Net		22.96	
						CHECK TOTAL	22.96
999997	JENKINS, GARY R 1 9999 117500	00000		INV	09/30/2016	12.7468.02	
				PolCah	UBClear	35.79	
				Invoice Net		35.79	
						CHECK TOTAL	35.79
999997	JIMENEZ, JORGE 1 9999 117500	00000		INV	09/30/2016	98.5421.01	
				PolCah	UBClear	88.20	
				Invoice Net		88.20	
						CHECK TOTAL	88.20
999997	JOHN, JOEL 1 4005 230000	00000		INV	09/30/2016	98.8542.02	
				SWFd	SecDepRef	10.62	
				Invoice Net		10.62	
						CHECK TOTAL	10.62
999997	JUNKER, GERRANN 1 9999 117500	00000		INV	09/30/2016	20.0793.06	
				PolCah	UBClear	125.52	
				Invoice Net		125.52	
						CHECK TOTAL	125.52
999997	KUCINSKAS, JOYCE 1 9999 117500	00000		INV	09/30/2016	21.3546.02	
				PolCah	UBClear	124.43	
				Invoice Net		124.43	
						CHECK TOTAL	124.43
999997	KUNDE, LESLIE & CHRIST 1 4000 230000	00000		INV	09/30/2016	21.1795.03	
				WtrUtil	SecDepRef	48.46	
				Invoice Net		48.46	
						CHECK TOTAL	48.46



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
999997 LARSEN, NEAL & TRICIA	1 4000 230000	00000		WtrUtil	INV 09/30/2016	14.4430.08	
				SecDepRef		38.97	
				Invoice Net		38.97	
				CHECK TOTAL			38.97
999997 LINDSLEY, STEVEN & ESP	1 4005 230000	00000		SWFd	INV 09/30/2016	98.3102.04	
				SecDepRef		30.00	
				Invoice Net		30.00	
				CHECK TOTAL			30.00
999997 LOPEZ, GABRIELA & ROBL	1 4000 230000	00000		WtrUtil	INV 09/30/2016	13.5288.09	
				SecDepRef		149.79	
				Invoice Net		149.79	
				CHECK TOTAL			149.79
999997 LUA DIAZ, AGUSTIN & CA	1 9999 117500	00000		PolCah	INV 09/30/2016	16.2740.07	
				UBClear		53.56	
				Invoice Net		53.56	
				CHECK TOTAL			53.56
999997 MACRI, VIVIAN & RICCI	1 9999 117500	00000		PolCah	INV 09/30/2016	16.4496.15	
				UBClear		190.55	
				Invoice Net		190.55	
				CHECK TOTAL			190.55
999997 MAIN, JOSHUA	1 4000 230000	00000		WtrUtil	INV 09/30/2016	14.3330.06	
				SecDepRef		63.00	
				Invoice Net		63.00	
				CHECK TOTAL			63.00
999997 MALKEMUS, MELANIE & RI	1 9999 117500	00000		PolCah	INV 09/30/2016	17.0371.02	
				UBClear		19.38	
				Invoice Net		19.38	
				CHECK TOTAL			19.38
999997 MARK BROWER PROPERTIES	1 4000 230000	00000		WtrUtil	INV 09/30/2016	18.2905.08	
				SecDepRef		174.99	
				Invoice Net		174.99	
				CHECK TOTAL			174.99
999997 MCALLISTER, JARED & DA	1 4005 230000	00000		SWFd	INV 09/30/2016	98.7311.03	
				SecDepRef		30.00	
				Invoice Net		30.00	
				CHECK TOTAL			30.00
999997 MCDUFFIE, EBONI & CEAS	1 4000 230000	00000		WtrUtil	INV 09/30/2016	10.2550.16	
				SecDepRef		13.29	
				Invoice Net		13.29	



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK	
						CHECK TOTAL	13.29	-----
999997	MCDUFFIE, EBONI & CEAS 1 9999 117500	00000		INV	09/30/2016	10.2550.16		
				PolCah	UBClear	174.67		
				Invoice Net		174.67		
						CHECK TOTAL	174.67	-----
999997	METROPOLITAN REAL ESTA 1 9999 117500	00000		INV	09/30/2016	11.6530.10		
				PolCah	UBClear	96.04		
				Invoice Net		96.04		
						CHECK TOTAL	96.04	-----
999997	METROPOLITAN REAL ESTA 1 4000 230000	00000		INV	09/30/2016	10.3640.08		
				WtrUtil	SecDepRef	104.56		
				Invoice Net		104.56		
						CHECK TOTAL	104.56	-----
999997	MICHELLE COHEE 1 4000 230100	00000		INV	09/30/2016	0000690929-000110798		
				WtrUtil	GloDepRef	200.00		
				Invoice Net		200.00		
						CHECK TOTAL	200.00	-----
999997	MILTON, RONALD & FAY 1 9999 117500	00000		INV	09/30/2016	21.0334.02		
				PolCah	UBClear	31.97		
				Invoice Net		31.97		
						CHECK TOTAL	31.97	-----
999997	MOFFETT, JANIS 1 4000 230000	00000		INV	09/30/2016	15.0400.07		
				WtrUtil	SecDepRef	132.66		
				Invoice Net		132.66		
						CHECK TOTAL	132.66	-----
999997	MOORE, ANDREW 1 9999 117500	00000		INV	09/30/2016	11.5151.06		
				PolCah	UBClear	40.05		
				Invoice Net		40.05		
						CHECK TOTAL	40.05	-----
999997	NELSON, CHRISTOPHER 1 4005 230000	00000		INV	09/30/2016	97.1409.01		
				SWFd	SecDepRef	30.00		
				Invoice Net		30.00		
						CHECK TOTAL	30.00	-----
999997	NEW HORIZONS CAPITAL F 1 4000 230000	00000		INV	09/30/2016	18.2800.08		
				WtrUtil	SecDepRef	157.69		
				Invoice Net		157.69		
						CHECK TOTAL	157.69	-----



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
999997	NOVACK, BRAD 1 4000 230000	00000		WtrUtil SecDepRef Invoice Net	INV 09/30/2016	18.7773.02 102.79 102.79	102.79
						CHECK TOTAL	-----
999997	OFFERPAD, LLC 1 9999 117500	00000		PolCah UBClear Invoice Net	INV 09/30/2016	10.0180.10 96.01 96.01	96.01
						CHECK TOTAL	-----
999997	OLIVAS, GABRIEL 1 9999 117500	00000		PolCah UBClear Invoice Net	INV 09/30/2016	11.5207.09 49.89 49.89	49.89
						CHECK TOTAL	-----
999997	OLSON, JAMES 1 9999 117500	00000		PolCah UBClear Invoice Net	INV 09/30/2016	21.0576.02 32.90 32.90	32.90
						CHECK TOTAL	-----
999997	OPENDOOR PHOENIX, LLC 1 4000 230000	00000		WtrUtil SecDepRef Invoice Net	INV 09/30/2016	21.1348.03 191.26 191.26	191.26
						CHECK TOTAL	-----
999997	OPENDOOR PHOENIX, LLC 1 4005 230000	00000		SWFd SecDepRef Invoice Net	INV 09/30/2016	98.8582.03 30.00 30.00	30.00
						CHECK TOTAL	-----
999997	OWEN, AUSTIN 1 4000 230000	00000		WtrUtil SecDepRef Invoice Net	INV 09/30/2016	13.5189.04 66.06 66.06	66.06
						CHECK TOTAL	-----
999997	PACHECO, YASMI & BARBA 1 4005 230000	00000		SWFd SecDepRef Invoice Net	INV 09/30/2016	98.8308.02 10.33 10.33	10.33
						CHECK TOTAL	-----
999997	PANGRAZIO, MATT 1 4005 230000	00000		SWFd SecDepRef Invoice Net	INV 09/30/2016	17.7752.03 10.62 10.62	10.62
						CHECK TOTAL	-----
999997	PARAL, PATRICIA 1 4000 230000	00000		WtrUtil SecDepRef Invoice Net	INV 09/30/2016	16.5252.09 28.57 28.57	

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK	
						CHECK TOTAL	28.57	-----
999997	PARAL, PATRICIA 1 4000 230000	00000		INV	09/30/2016	20.2894.08		
				WtrUtil	SecDepRef	164.92		
				Invoice Net		164.92		
						CHECK TOTAL	164.92	-----
999997	PARISE, GREGORY & WILS 1 4005 230000	00000		INV	09/30/2016	98.8234.04		
				SWFd	SecDepRef	30.00		
				Invoice Net		30.00		
						CHECK TOTAL	30.00	-----
999997	PARK, JESSE & KIMBERLY 1 4005 230000	00000		INV	09/30/2016	17.9194.03		
				SWFd	SecDepRef	10.62		
				Invoice Net		10.62		
						CHECK TOTAL	10.62	-----
999997	PATTI, JAMES 1 4005 230000	00000		INV	09/30/2016	17.9927.01		
				SWFd	SecDepRef	10.62		
				Invoice Net		10.62		
						CHECK TOTAL	10.62	-----
999997	PATTI, JAMES 1 9999 117500	00000		INV	09/30/2016	17.9927.01		
				PolCah	UBClear	19.38		
				Invoice Net		19.38		
						CHECK TOTAL	19.38	-----
999997	PELOSO, MICHAEL & TERE 1 9999 117500	00000		INV	09/30/2016	21.1943.02		
				PolCah	UBClear	10.41		
				Invoice Net		10.41		
						CHECK TOTAL	10.41	-----
999997	PERCHEZ, CARLOS 1 4000 230000	00000		INV	09/30/2016	18.0586.06		
				WtrUtil	SecDepRef	56.07		
				Invoice Net		56.07		
						CHECK TOTAL	56.07	-----
999997	PERRY, VALEN 1 4000 230000	00000		INV	09/30/2016	18.2434.08		
				WtrUtil	SecDepRef	111.23		
				Invoice Net		111.23		
						CHECK TOTAL	111.23	-----
999997	PERRY, VALEN 1 9999 117500	00000		INV	09/30/2016	18.2434.08		
				PolCah	UBClear	96.01		
				Invoice Net		96.01		
						CHECK TOTAL	96.01	-----



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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
999997	PETERSEN, CAMILLE	00000		INV	09/30/2016	17.7674.03	
	1 9999 117500	PolCah		UBClear		37.50	
		Invoice Net				37.50	
				CHECK TOTAL			37.50
999997	PHAN, KIEU	00000		INV	09/30/2016	16.5378.06	
	1 4000 230000	WtrUtil		SecDepRef		55.69	
		Invoice Net				55.69	
				CHECK TOTAL			55.69
999997	PHAN, KIEU	00000		INV	09/30/2016	16.5378.06	
	1 9999 117500	PolCah		UBClear		139.13	
		Invoice Net				139.13	
				CHECK TOTAL			139.13
999997	PHOENIX HOLDING I LP	00000		INV	09/30/2016	16.2380.12	
	1 9999 117500	PolCah		UBClear		89.71	
		Invoice Net				89.71	
				CHECK TOTAL			89.71
999997	PLESH, KELLY	00000		INV	09/30/2016	18.2773.05	
	1 9999 117500	PolCah		UBClear		134.34	
		Invoice Net				134.34	
				CHECK TOTAL			134.34
999997	PRIGGE, DIEDRICH	00000		INV	09/30/2016	11.0840.02	
	1 9999 117500	PolCah		UBClear		40.18	
		Invoice Net				40.18	
				CHECK TOTAL			40.18
999997	PRTICHARD, ARTHUR & JA	00000		INV	09/30/2016	6.3440.16	
	1 4000 230000	WtrUtil		SecDepRef		102.10	
		Invoice Net				102.10	
				CHECK TOTAL			102.10
999997	PULTE GROUP-	00000		INV	09/30/2016	21.3831.01	
	1 9999 117500	PolCah		UBClear		154.34	
		Invoice Net				154.34	
				CHECK TOTAL			154.34
999997	QUINN, ROBERT & PATRIC	00000		INV	09/30/2016	25.0951.02	
	1 9999 117500	PolCah		UBClear		32.90	
		Invoice Net				32.90	
				CHECK TOTAL			32.90
999997	RATLIFF, CURTIS & TIFF	00000		INV	09/30/2016	10.2110.08	
	1 4000 230000	WtrUtil		SecDepRef		93.79	
		Invoice Net				93.79	



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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

P 16
apwarrnt

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	93.79
999997	RENKEN, JOHN			INV	09/30/2016	80.0204.02	
	1 9999 117500	00000		PolCah	UBClear	13.89	
				Invoice Net		13.89	
						CHECK TOTAL	13.89
999997	REYES, ERIK & JACQUELI			INV	09/30/2016	14.7915.08	
	1 4000 230000	00000		WtrUtil	SecDepRef	18.10	
				Invoice Net		18.10	
						CHECK TOTAL	18.10
999997	REYES, NICHOLAS & AMAN			INV	09/30/2016	98.9014.01	
	1 9999 117500	00000		PolCah	UBClear	34.69	
				Invoice Net		34.69	
						CHECK TOTAL	34.69
999997	RONALD BERENDSEN			INV	09/30/2016	0000845942-000113002	
	1 4000 230100	00000		WtrUtil	GloDepRef	200.00	
				Invoice Net		200.00	
						CHECK TOTAL	200.00
999997	ROSALIA URETA			INV	09/30/2016	0000877162-000118031	
	1 4000 230100	00000		WtrUtil	GloDepRef	200.00	
				Invoice Net		200.00	
						CHECK TOTAL	200.00
999997	RUIZ, SANDRA			INV	09/30/2016	20.3794.02	
	1 4000 230000	00000		WtrUtil	SecDepRef	9.39	
				Invoice Net		9.39	
						CHECK TOTAL	9.39
999997	SANDOVAL, CHRISTOPHER			INV	09/30/2016	0000609012-000113543	
	1 4000 230100	00000		WtrUtil	GloDepRef	200.00	
				Invoice Net		200.00	
						CHECK TOTAL	200.00
999997	SCHRAMM, CLAUDIA			INV	09/30/2016	10.2340.13	
	1 4000 230000	00000		WtrUtil	SecDepRef	96.01	
				Invoice Net		96.01	
						CHECK TOTAL	96.01
999997	SEQUOIA HOLDINGS LLC			INV	09/30/2016	6.3150.10	
	1 9999 117500	00000		PolCah	UBClear	181.43	
				Invoice Net		181.43	
						CHECK TOTAL	181.43



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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

P 17
apwarrnt

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
999997 SEVELIN, LINDA	1 4000 230000	00000		WtrUtil	INV 09/30/2016	13.0914.04	
				SecDepRef		91.67	
				Invoice Net		91.67	
				CHECK TOTAL			91.67
999997 SIMS, TIMOTHY & VALDEZ	1 4005 230000	00000		SWFd	INV 09/30/2016	98.8574.04	
				SecDepRef		30.00	
				Invoice Net		30.00	
				CHECK TOTAL			30.00
999997 SONTERRE, SHAWN & LORI	1 9999 117500	00000		PolCah	INV 09/30/2016	11.0110.07	
				UBClear		123.76	
				Invoice Net		123.76	
				CHECK TOTAL			123.76
999997 SORRELLS, SEAN	1 4000 230000	00000		WtrUtil	INV 09/30/2016	16.5606.06	
				SecDepRef		141.61	
				Invoice Net		141.61	
				CHECK TOTAL			141.61
999997 SS LAND HOLDINGS FOUR	1 4000 230000	00000		WtrUtil	INV 09/30/2016	14.8092.05	
				SecDepRef		153.32	
				Invoice Net		153.32	
				CHECK TOTAL			153.32
999997 SS LANDHOLDINGS FOUR,	1 4005 230000	00000		SWFd	INV 09/30/2016	98.7544.05	
				SecDepRef		10.62	
				Invoice Net		10.62	
				CHECK TOTAL			10.62
999997 SS LANDHOLDINGS FOUR,	1 9999 117500	00000		PolCah	INV 09/30/2016	98.7544.05	
				UBClear		19.38	
				Invoice Net		19.38	
				CHECK TOTAL			19.38
999997 SUCHER, KENNETH & HOLZ	1 4000 230000	00000		WtrUtil	INV 09/30/2016	10.0190.04	
				SecDepRef		109.58	
				Invoice Net		109.58	
				CHECK TOTAL			109.58
999997 SUNLAND ASPHALT	1 4000 230000	00000		WtrUtil	INV 09/30/2016	99.1175.01	
				SecDepRef		173.43	
				Invoice Net		173.43	
				CHECK TOTAL			173.43
999997 SWIDE, SHAVAUN	1 4000 230000	00000		WtrUtil	INV 09/30/2016	20.0551.05	
				SecDepRef		32.02	
				Invoice Net		32.02	



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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

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apwarrnt

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
						CHECK TOTAL	32.02
999997	THEILGAARD, WALLY & HA 1 9999 117500	00000		INV	09/30/2016	15.2050.06	
				PolCah	UBClear	188.39	
				Invoice Net		188.39	
						CHECK TOTAL	188.39
999997	THROSSEL, MICAH 1 4000 230000	00000		INV	09/30/2016	11.4790.14	
				WtrUtil	SecDepRef	132.66	
				Invoice Net		132.66	
						CHECK TOTAL	132.66
999997	THROSSEL, MICAH 1 9999 117500	00000		INV	09/30/2016	11.4790.14	
				PolCah	UBClear	138.34	
				Invoice Net		138.34	
						CHECK TOTAL	138.34
999997	TOWNER, KATHLEEN 1 9999 117500	00000		INV	09/30/2016	98.4910.02	
				PolCah	UBClear	57.72	
				Invoice Net		57.72	
						CHECK TOTAL	57.72
999997	ULTIMATE PROPERTIES, I 1 9999 117500	00000		INV	09/30/2016	97.0115.03	
				PolCah	UBClear	19.38	
				Invoice Net		19.38	
						CHECK TOTAL	19.38
999997	VALENTINE SALES & MANA 1 4000 230100	00000		INV	09/30/2016	0000678561-000113715	
				WtrUtil	GloDepRef	200.00	
				Invoice Net		200.00	
						CHECK TOTAL	200.00
999997	VALENZUELA, MOSES 1 4000 230100	00000		INV	09/30/2016	000609772-000110629	
				WtrUtil	GloDepRef	200.00	
				Invoice Net		200.00	
						CHECK TOTAL	200.00
999997	VAN CAMPEN, JOHN 1 9999 117500	00000		INV	09/30/2016	17.7680.01	
				PolCah	UBClear	19.38	
				Invoice Net		19.38	
						CHECK TOTAL	19.38
999997	VASQUEZ, ALEJANDRO & A 1 9999 117500	00000		INV	09/30/2016	97.0234.02	
				PolCah	UBClear	38.76	
				Invoice Net		38.76	
						CHECK TOTAL	38.76



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City of Buckeye, AZ - LIVE
DETAIL INVOICE LIST

P 19
apwarrnt

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking CHECK: 100616ub 10/06/2016 DUE DATE: 10/06/2016

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	CHECK
999997	VASQUEZ, MARIA 1 4000 230100	00000		WtrUtil GloDepRef	INV 09/30/2016	0000873325-000110176 200.00 200.00 Invoice Net	200.00 CHECK TOTAL
999997	WALKER, LESLIE & DAVID 1 4005 230000	00000		SWFd SecDepRef	INV 09/30/2016	17.7585.05 10.62 10.62 Invoice Net	10.62 CHECK TOTAL
999997	WARREN, NICOLE & WAYNE 1 9999 117500	00000		PolCah UBClear	INV 09/30/2016	25.0631.04 102.31 102.31 Invoice Net	102.31 CHECK TOTAL
999997	WEEKS, THERESA 1 4000 230000	00000		WtrUtil SecDepRef	INV 09/30/2016	18.7251.05 37.10 37.10 Invoice Net	37.10 CHECK TOTAL
999997	WILSON, GARY 1 4000 230000	00000		WtrUtil SecDepRef	INV 09/30/2016	20.3260.03 120.10 120.10 Invoice Net	120.10 CHECK TOTAL
999997	WINTER, MARK 1 9999 117500	00000		PolCah UBClear	INV 09/30/2016	21.2441.03 128.73 128.73 Invoice Net	128.73 CHECK TOTAL
999997	ZEPEDA, FRANK 1 9999 117500	00000		PolCah UBClear	INV 09/30/2016	98.8180.02 30.00 30.00 Invoice Net	30.00 CHECK TOTAL
=====							
178 INVOICES						CHECK TOTAL	16,406.33
						CASH ACCOUNT BALANCE	17,222,665.76
=====							



10/06/2016 15:40
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City of Buckeye, AZ - LIVE
CHECK SUMMARY

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apwarrnt

CHECK: 100616ub 10/06/2016

DUE DATE: 10/06/2016

FUND ORG	ACCOUNT	AMOUNT	AVLB BUDGET
4000 4000	Water Utility Fund 4000-00-000-000-0000-230000-	Security Deposits Refu	5,919.71
4000 4000	Water Utility Fund 4000-00-000-000-0000-230100-	Global Deposits Refund	1,800.00
		FUND TOTAL	7,719.71
CASH ACCOUNT 9999 104000	BALANCE 17,222,665.76		
4001 4001	Wastewater Fund 4001-00-000-000-0000-230000-	Security Deposits Refu	198.02
		FUND TOTAL	198.02
CASH ACCOUNT 9999 104000	BALANCE 17,222,665.76		
4005 4005	Solid Waste Fund 4005-00-000-000-0000-230000-	Security Deposits Refu	618.78
		FUND TOTAL	618.78
CASH ACCOUNT 9999 104000	BALANCE 17,222,665.76		
9999 9999	Pooled Cash 9999-00-000-000-0000-117500-	Utilitye A/R Clearing	7,869.82
		FUND TOTAL	7,869.82
CASH ACCOUNT 9999 104000	BALANCE 17,222,665.76		
		CHECK SUMMARY TOTAL	16,406.33
		GRAND TOTAL	16,406.33

** END OF REPORT - Generated by Pam Tulkan **

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**CITY OF BUCKEYE
COUNCIL ACTION REPORT**

(You may add additional text by double clicking next to the text box or drop down menu)

MEETING DATE:	November 1, 2016	AGENDA ITEM:	*5A.
DATE PREPARED:	October 10, 2016	DISTRICT NO.:	ALL
STAFF LIAISON:	Cheryl Sedig, Director	DIRECTOR APPROVAL:	CS
DEPARTMENT:	Community Services	FINANCE APPROVAL:	LP

Will not be added without both approvals

ACTION / MOTION: (This language identifies the formal motion to be made by Council)

Council to take action on approving the Art Display Agreement between the City of Buckeye ("City") and the Buckeye Main Street Coalition (the "Coalition") for the display of works by artist Harold Lyon in City buildings.

WORKSHOP
 SPECIAL
 CONSENT
 NON-CONSENT
 TABLED
 PUBLIC HEARING

RELEVANT COUNCIL GOAL:

GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:

The City desires to promote, sustain and cultivate public art through the display of art pieces at display sites at City buildings in Buckeye, Arizona. Sharing the same desire, the Coalition has agreed to lend framed paintings by well-known western artist Harold Lyon; to be displayed in City Hall and at City libraries for the purpose of art education and community interests.

This item is coming back to Council for approval after previously being on the September 20th Council meeting agenda. The previous agreement included a clause requiring the City to acquire insurance for the artwork. After discussions with the Main Street Coalition, it was determined the City of Buckeye will not insure the artwork. The artwork was donated to the Main Street Coalition at no cost; therefore there will be no loss of funds to the Main Street Coalition should damage or theft occur.

BENEFITS: The purpose of the Agreement is to promote and showcase the arts within the City where visitors can admire the talent and artistic western paintings of the well-known artist Harold Lyon.

FUTURE ACTION: *Council and staff; does this need to be communicated internally/externally?*

Over the course of the two year agreement, paintings will be rotated throughout the display sites at City Hall and City libraries. Additional City building locations may be added by an amendment to the Agreement. The City has the right to remove the display of art in its sole discretion.

FINANCIAL IMPACT STATEMENT: *Must be completed before submission*

N/A

CURRENT FISCAL YEAR TOTAL COST N/A

BUDGETED
 UNBUDGETED FISCAL YEAR BUDGET (check one)
F/Y: N/A

FUND / DEPARTMENT (GL#): N/A

ATTACHMENTS: ***ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*
Agreement

ART DISPLAY AGREEMENT

This Art Display Agreement ("Agreement") is made and entered on this _____ day of November, 2016 by and between the City of Buckeye, Buckeye, Arizona ("City"), and the Buckeye Main Street Coalition ("Coalition") on the terms and conditions set forth below.

WHEREAS, the City desires to promote, sustain and cultivate public art through the display of art pieces at Display Sites in Buckeye, Arizona; and

WHEREAS, the City has established Display Sites for the placement of art; and

WHEREAS, in exchange for the promotion of the arts, the Coalition desires to lend, at no cost to the City, Artwork, as depicted on Exhibit A, attached hereto and incorporated herein by reference, for display at the Display Sites designated below.

NOW, THEREFORE, in consideration of the promises and the agreements contained herein, the Parties hereby agree as follows:

1. **ARTWORK**—Limited to the framed paintings of artist Harold Lyon as per Exhibit A, attached hereto.
2. **DISPLAY SITE**—The Artwork will be located at City Hall, 530 E Monroe Ave, Buckeye, AZ 85326 and Buckeye Public Library branches—310 N 6th St, Buckeye, AZ and 21699 W Yuma Rd #116, Buckeye, AZ 85326. Other City buildings may be added upon agreement between the City and the Coalition and Exhibit A shall be amended to reflect those additional display sites. Both the Coalition and the City recognize that not all of the artwork may fit in the display site due to the inventory and/or size of the artwork.
3. **DELIVERY/LOAN PERIOD**—Coalition hereby agrees to loan the Artwork to the City for the time period of two years. Coalition acknowledges and agrees that all Artwork submitted for display is subject to final approval of the City Manager prior to any placement or installation of Artwork at the Display Site. The City may, in its sole discretion, have the Artwork removed from a Display Site prior to the expiration of this Agreement.
4. **INSTALLATION**—the Artwork shall be installed and incorporated into the Display Site and will be installed by the Public Works Department. Only framed artwork will be installed. All unframed artwork, if desired for display, shall be framed by the Coalition prior to installation at no cost to the City.
5. **LIMITATION OF LIABILITY**—The City shall not be liable for any damage to or loss of the Artwork while on display at the Display Sites.
6. **PHOTOGRAPHIC RIGHTS**—The Coalition hereby grants permission to the City and the Council to photograph and/or videotape and/or to authorize others to photograph and/or videotape the Artwork for any non-commercial use, including but not limited to, installation documentation, publicity of the Artwork, record keeping and additional non-commercial purposes such as, among others, education, public relations and promotion of the arts. The Coalition recognizes that residents of Buckeye may, from time to time, photograph the artwork for their own purposes and the City has no ability to restrict photography for any reason by its citizens, residents or patrons of its public facilities.
7. **REPRESENTATIONS AND WARRANTIES REGARDING COPYRIGHT**—The Coalition warrants and represents that the Artwork is an original creation of Harold Lyon and will not infringe the copyright, trademark or other intangible rights of any third party.
8. **TERMINATION**—This Agreement may, at any time, be terminated for any reason by written notification of 30 days by either party. If termination by the Coalition, the 30 days notification shall be in addition to the ability of the Public Works Department to schedule removal of the artwork from the display site.
9. **TERM** – The term of this Agreement shall be for two years, commencing on November 2, 2016 and expiring on November 2, 2018, unless earlier terminated as provide herein. This Agreement may be renewed for successive two year term(s), upon mutual written consent signed by both parties.

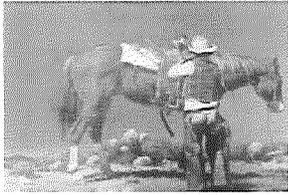
Ron Noble, President
Buckeye Main Street Coalition
423 E Monroe
Buckeye, AZ 85326

Roger Klingler, City Manager
City of Buckeye
530 E Monroe
Buckeye, AZ 85326

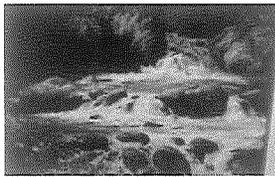
EXHIBIT A
TO
ART DISPLAY AGREEMENT
BETWEEN
CITY OF BUCKEYE
AND
BUCKEYE MAIN STREET COALITION

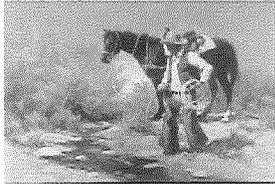
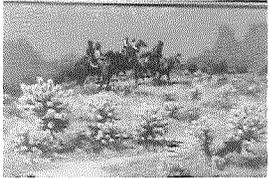
[Artwork]

See following pages.

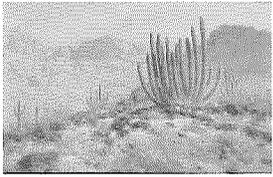


ANOTHER DAY (UNFRAMED)	18 X 24	\$	5,000.00	
ARIZONA SUNSET (UNFRAMED)	24 X 36	\$	5,250.00	
BIG HORN	24 X 36	\$	9,150.00	
BRINGING IN THE LITTLE ONE	24 X 36	\$	9,150.00	
BRINGING THEM IN (UNFRAMED)	24 X 36	\$	5,250.00	
BY COOL WATER	24 X 30	\$	5,250.00	





CERAMONI	24 X 36	\$ 9,150.00	
COFFEE TIME	36 X 48	\$ 16,250.00	
DAYS END	18 X 36	\$ 5,250.00	
DAYS END #2	34 X 60	\$ 22,000.00	
DESERT CREEK (UNFRAMED)	24 X 36	\$ 5,250.00	
DESERT LIGHT (UNFRAMED)	24 X 30	\$ 4,000.00	



DESERT VISTA

18 X 24

\$ 5,000.00



DISTANT RIDER

36 X 48

\$ 16,250.00



FALLEN TIMBER

30 X 40

\$ 11,125.00



FIXIN THE SADDLE

36 X 24

\$ 16,250.00



FORT HUACHUCA CALVARY

44 X 72

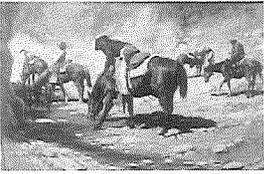
\$ 25,000.00



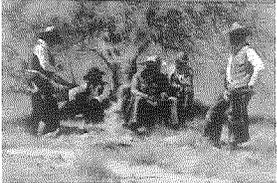
FRESH WATER

30 X 40

\$ 11,125.00



LATE AGAIN	48 X 36	\$	5,250.00	
MAKING TIME	30 X 48	\$	13,750.00	
NIGHT RIDERS	34 X 60	\$	22,000.00	
NOON BREAK	36 X 48	\$	16,250.00	
OCEAN PINES (UNFRAMED)	24 X 36	\$	5,250.00	
RIDE ON The WIND	60 X 44	\$	20,000.00	





SUN SET

24 X 40

\$ 9,100.00



SUNRISE SALT PACKER

24 X 48

\$ 10,652.00



THE CHOLLA GARDEN

24 X 36

\$ 9,150.00



THE OPEN GATE

18 X 24

\$ 5,000.00



THUNDERHEAD

72 X 44

\$ 25,000.00



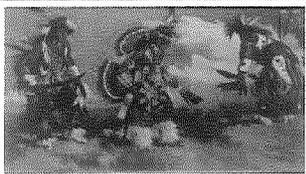
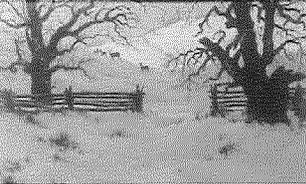
WAITING

18 X 24

\$ 5,000.00



WILD AND FREE (UNFRAMED)	24 X 48	\$	9,150.00	
WINTERLAND	24 X 48	\$	10,652.00	
YESTERDAY	30 X 60	\$	16,250.00	
TOTALS:		\$	368,154.00	



SB

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**CITY OF BUCKEYE
COUNCIL ACTION REPORT**

MEETING DATE:	November 1, 2016	AGENDA ITEM:	<i>KSB</i>
DATE PREPARED:	September 29, 2016	DISTRICT NO.:	ALL
STAFF LIAISON:	Andrea Marquez, Planner II	DIRECTOR APPROVAL:	<i>[Signature]</i> 10-10-16
DEPARTMENT:	Development Services	FINANCE APPROVAL:	LP

Will not be added without both approvals

ACTION TITLE: Resolution No. 68-16 Approving the Intergovernmental Agreement between the City of Buckeye and the City of Phoenix relating to Grant Reimbursement for multiple security upgrades including COX fiber communications infrastructure; Authorizing the Interim City Manager to execute and deliver said Agreement.

WORKSHOP SPECIAL CONSENT NON-CONSENT TABLED PUBLIC HEARING

RECOMMENDATIONS:

Council to adopt Resolution No. 68-16 Approving the Intergovernmental Agreement between the City of Buckeye and the City of Phoenix relating to Grant Reimbursement for multiple security upgrades including COX fiber communications infrastructure; Authorizing the Interim City Manager to execute and deliver said Agreement.

RELEVANT COUNCIL GOAL:

GOAL 4: Adequate, Well-Maintained and Well-Planned Public Infrastructure

SUMMARY

PROJECT DESCRIPTION:

A grant in the amount of \$36,009 has been awarded to support Transit Security at the East Buckeye Park and Ride. The City of Buckeye is a Sub-Recipient of the Federal Transportation Authority ("FTA") funds managed through the City of Phoenix. The IGA is required as a precondition to the release of assistance to each recipient of funds under the grant. The City is requesting FTA funds to be allocated for security upgrades at the East Buckeye Park and Ride located north of Interstate 10 on the southwest corner of Jackrabbit Trail and Palm Lane. The park and ride is currently being served by one route, Route 563. The unmanned facility currently has 250 parking spaces, with a security building and a small silo that doubles as a waiting area. Future plans for the seven acre site will expand to as many as 500 parking spaces and arrival and departure slots for up to four buses.

The security enhancements will include installation of an access control system for the two doors at the facility. The facility currently is not monitored by personnel at this time. Installation of a video security camera with intelligent counting sensors will allow for off-site monitoring by the police department and allow transit staff to report required park and ride counts. The furniture will include a desk the full length of the wall with two chairs and a small storage cab which will allow the facility to be utilized as a quasi-substation for public safety personnel. The facility is currently vacant, unfurnished and has bathroom facilities. Furnishing the facility will encourage public safety personnel (i.e. Buckeye Police Department, ADOT State Troopers and Maricopa Sheriff's Office) to utilize the office space; thus having a presence that is visible to the residents as well as the park and ride users.

The funding will also include constructing new COX Fiber communications infrastructure in the area.

BENEFITS:

Enhanced Park and Ride at the East Buckeye location allowing for increased parking spaces and bus departure slots, as well as security enhancements to the access control systems facility that will allow public safety personnel use, and includes construction of COX Fiber communications infrastructure to the area.

FUTURE ACTION: (Council and Staff)

Staff will continue to work with the City of Phoenix to request the reimbursement until all funds are expended.

ATTACHMENTS: ***ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

Resolution No. 68-16; IGA

FINANCIAL NARRATIVE:

The City was awarded \$36,009 Federal funds for Transit Security. The Total Eligible Project Cost (TEPC) of \$36,009 with a Federal Share of TEPC is \$28,807 and the required Local Share/Match by the City of Buckeye of the TEPC is in the amount of \$7,202.

CURRENT FISCAL YEAR TOTAL COST (as reflected in motion) \$7,202

BUDGETED UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y: 2016-2017

FUND / DEPARTMENT (GL#): 50243170-541070

RESOLUTION NO. 68-16

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX AND THE CITY OF BUCKEYE RELATING TO GRANT REIMBURSEMENT FOR MULTIPLE SECURITY UPGRADES INCLUDING COX FIBER COMMUNICATIONS INFRASTRUCTURE TO THE BUCKEYE PARK AND RIDE; AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT.

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

Section 1. The Intergovernmental Agreement (Federal Transit Administration Grant Pass-through Agreement) between the City of Phoenix and the City of Buckeye ("City"), relating to Grant Number AZ-2016-016-00 ("Agreement") for the purpose of providing the City with **multiple security upgrades including COX fiber communications infrastructure to the Buckeye Park and Ride**, is hereby approved in the form on file with the City Clerk.

Section 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the 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 1st day of November, 2016.

Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

AGREEMENT NO. _____
(CFDA 20.507)
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF BUCKEYE

(Grant Pass-through Agreement)
(Grant No. AZ-2016-016-00)

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and the City of Buckeye, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "SUB-RECIPIENT").

RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, SUB-RECIPIENT has broad statutory authority to exercise all of the powers granted to municipal corporations and to cities by the constitution and laws of this state, together with all of the implied powers necessary to carry into execution all the expressed powers granted therein and the power the enter into intergovernmental agreements with other governmental entities with other governmental entities (A.R.S. Section 11-951, et seq.); and,

WHEREAS, the laws of the state of Arizona authorize municipalities to: (1) "engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation . . ." [A.R.S. Section 9-511 (A)]; (2) to "appropriate and spend public monies" on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of (its) inhabitants . . ." [A.R.S. Section 9-500.11]; and, (3) to "be vested with all the powers of incorporated towns as set forth in title 9, in addition to all powers vested in them pursuant to their respective charters, or other provisions of law . . ." [A.R.S. Section 9-499.01]; and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory authority and such powers do not conflict with any of said provisions; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of transit security and same was awarded as Grant No. AZ-2016-016-00; and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

WHEREAS, PHOENIX and SUB-RECIPIENT have been authorized by their respective Councils to enter into this Agreement; NOW, THEREFORE,

AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." For any indirect costs charged to the grant, SUB-RECIPIENT shall provide an approved cost allocation plan/indirect cost rate in accordance with 2 CFR Part 200 prior to receiving reimbursement. Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$28,807. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

SUB-RECIPIENT shall submit their application for reimbursement of federal share to:

City of Phoenix
Public Transit Department
Fiscal Services Division, Accounts Payable Section
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit "B"** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment such as cancelled checks or bank statements.
3. All purchases of vehicles shall be accompanied with "Vehicle Inventory Record" form.
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" form.
5. All reimbursements for staff time must include a verification of all hours billed, including copies of all applicable timecards or other time reporting documentation.
6. Such other documentation as PHOENIX or the FTA may require.
7. All reimbursements for indirect costs must be accompanied by an approved cost allocation plan on file with SUB-RECIPIENT'S cognizant federal agency.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

- | | | |
|---------|---|---|
| Exhibit | A | Federal Grant Pass Through Agreement Detail Summary |
| Exhibit | B | FTA Grant Expenditure Reimbursement Request Application |
| Exhibit | C | Required Reports |
| Exhibit | D | Required Federal Provisions |

Exhibit E Partial List of Applicable Laws

Exhibit F Master Grant Agreement, Table of Contents

Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.
4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit "A" in the event of damage or complete loss.
5. Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
6. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Andrea Marquez
Roger Klingler, Interim City Manager
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326
Telephone: (623) 349-6220
FAX: (623) 349-6222

If intended for PHOENIX:

Maria Hyatt
Public Transit Director
Public Transit Department
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, Arizona 85003
Telephone: (602) 262.7242
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

7. Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and SUB-RECIPIENT. The effective date is the date provided above.

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

CITY OF PHOENIX, ARIZONA
Ed Zuercher, City Manager

By _____
Maria Hyatt
Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON 8-31-16.

CITY OF BUCKEYE, ARIZONA
A Municipal Corporation

By _____
Roger Klingler, Interim City Manager

ATTEST:

Lucinda J. Aja, City Clerk - BUCKEYE

APPROVED AS TO FORM:

Scott W. Ruby, City Attorney - BUCKEYE

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for PHOENIX

Attorney for SUB-RECIPIENT

801934v1

EXHIBIT "A"

FEDERAL GRANT PASS THRU AGREEMENT

GRANT NUMBER: AZ-2016-016-00				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF BUCKEYE				
GRANT SUB- RECIPIENT'S ADDRESS: 530 E. Monroe Avenue Buckeye, AZ 85326				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$ 36,009		
• Federal Share of TEPC:		\$ 28,807		
• Local Share/Match of TEPC:		\$ 7,202		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.42.09	Transit Security	\$ 7,202	\$28,807	\$36,009

EXHIBIT "B"

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (PTD) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS	GRANT AGREEMENT NUMBER	REQUEST NO.
REPORTING PERIOD (Dates)		
FROM:		TO:

	TOTAL	LOCAL MATCH	FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -	\$ -

REQUIRED SIGNATURES

This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any applicable Federal directives may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for 3 years beyond the later of asset disposal or final close-out of the grant with FTA.

For PTD use only

Date request received:	Approved for funds availability (signature/date)
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EXHIBIT "C"

Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing
<u>5310 FTA Grants</u>		
Grant Performance Information	Annually or as required by FTA	Evaluation of Grant Accomplishments

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT "D"

Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved aspirational goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2016 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide an EEO Program Plan.
8. Section 319 of Public Law 101-121 prohibits recipients of federal contracts from using appropriated funds for lobbying U.S. Federal Agencies or the United States Congress in connection with a specific covered federal action and requires all persons to disclose lobbying if they request or receive a covered federal action.

By signing this agreement, SUB-RECIPIENT certifies that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of SUB-RECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, SUB-RECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUB-RECIPIENT shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including SUB-CONTRACTORS, sub-grants, and contracts under grants, loans, and cooperative agreements) and that SUB-RECIPIENT shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT "E"

Partial List of Applicable Laws

- A. Federal Codes. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.
3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.
4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.
5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.
6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.
7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.
2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.
4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,
 - b) Cancellation, termination or suspension of this Agreement, in whole or in part.
6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 4 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB-RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.

8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. 5333(b), otherwise known as 13(c).

9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:

18 U.S.C. 1001

Section 5323(d) of 49 U.S.C. chapter 53

Section 5323(f) of 49 U.S.C. chapter 53

Section 5309(i) of 49 U.S.C. chapter 53

Section 5301 of 49 U.S.C. chapter 53

Section 5326 of 49 U.S.C. chapter 53

Section 5329 of 49 U.S.C. chapter 53

Section 5337 of 49 U.S.C. chapter 53

Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.

Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.

Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Subtitle B, Chapter VI et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

- C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR Part 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

EXHIBIT "F"

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT
ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, as amended, Title 23, United States Code (Highways),
as amended by, the Fixing America's Surface Transportation (FAST) Act,
the Moving Ahead for Progress in the 21st Century Act (MAP-21),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
(SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008,
or other Federal laws that FTA administers.**

**FTA MA(22)
October 1, 2015
<http://www.fta.dot.gov>**

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EXHIBIT "G"

Required Local Provisions

1. Transactional Conflicts of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.
2. Assignability; Successors and Assigns. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned, in whole or in part, by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
3. Employment and Organization Disclaimer. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
4. Entire Agreement; Modification (No Oral Modification). This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
5. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.
7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.
9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.

**CITY OF BUCKEYE
COUNCIL ACTION REPORT**

MEETING DATE:	November 1, 2016	AGENDA ITEM:	7A.
DATE PREPARED:	October 11, 2016	DISTRICT NO.:	4
STAFF LIAISON:	Ed Boik, AICP, Principal Planner	DIRECTOR APPROVAL:	<i>[Signature]</i> 10-11-2016
DEPARTMENT:	Development Services	FINANCE APPROVAL:	N/A

ACTION / MOTION:

Council to hold a public hearing and take action on Ordinance No. 19-16 approving Amendment No. 3 to the Trillium Development Agreement and approving Amendment No. 2 to the Trillium Community Master Plan; authorizing the Mayor to execute and deliver Amendment No. 3 to the Trillium Development Agreement.

WORKSHOP SPECIAL CONSENT NON-CONSENT TABLED PUBLIC HEARING

RELEVANT COUNCIL GOAL:

GOAL 3: A Well-Planned Urban Community

GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:

The request is to adopt Ordinance No. 19-16 approving Amendment No. 3 to the Trillium Development Agreement and approving Amendment No. 2 to the Trillium Community Master Plan and authorizing the Mayor to execute and deliver Amendment No. 3 to the Trillium Development Agreement. The request is in conformance with adopted plans and standards.

If approved, the Community Master Plan Amendment would affect all 3,029 acres in the Trillium CMP. In particular, the amendment will bring the master plan circulation plan into alignment with the Hassayampa Valley Framework Study and General Plan which identified alignments and road classifications for future Wintersburg Pkwy., Johnson Rd., and Bruner Rd. Land uses are adjusted accordingly in the Trillium CMP to improve compatibility with the new alignments and to foster the creation of 300 acre business park, a 64-acre community center, regional retail, diverse residential options, and an age-restricted component. The above changes will improve the city's job-to-residents balance and ensure high quality of life with excellent access to trails, open spaces, schools, and other community elements.

The City of Buckeye Development Code requires that approval of a CMP or a CMP amendment be adopted by the Mayor and City Council as part of an approved development agreement or amendment between the City and the CMP applicant. Amendment No. 3 to the Trillium Development Agreement includes approval of the Trillium CMP Amendment No. 2. The Trillium Development Agreement amendment also includes extending the construction performance deadlines and extending the term of the Trillium Development Agreement for an additional 5 years.

The Planning and Zoning Commission reviewed the community master plan amendment request on September 27, 2016 and unanimously recommended approval subject to stipulations a – q.

Staff and the applicant are supportive of Amendment No. 3 to the Trillium Development Agreement. All landowners subject to the Trillium Development Agreement have signed Amendment No. 3. Approval of Amendment No. 3 will extend all remaining incremental performance deadlines 5 years and the development agreement expiration 5 years to 2050 (currently 2045). Approval will also bring the Trillium CMP into alignment with adopted transportation studies and the General Plan.

BENEFITS:

Approval will allow for the orderly development of Trillium and ensure conformance of the CMP with other adopted plans.

FUTURE ACTION:

No further action is required.

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST N/A

BUDGETED UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y: N/A

FUND / DEPARTMENT (GL#): N/A

ATTACHMENTS: ***ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

Ordinance No. 19-16
Amendment No. 3 to Trillium Development Agreement
Vicinity Context Map
Planning and Zoning Commission Staff Report and Exhibits

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 19-16

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE THIRD AMENDMENT TO THE TRILLIUM PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BUCKEYE, ARIZONA, JF PURCHASE LLC AND TW PURCHASE LLC; APPROVING THE AMENDMENT TO THE TRILLIUM COMMUNITY MASTER PLAN AS DESCRIBED IN THE MASTER PLAN AMENDMENT NO. PLZ-15-00145 (MCMPA15-02); AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER THE THIRD AMENDMENT TO THE TRILLIUM PRE-ANNEXATION AND DEVELOPMENT AGREEMENT.

WHEREAS, consideration of the proposed Trillium Community Master Plan Amendment No. PLZ-15-00145 (MCMPA15-02) (the “CMP Amendment”) was properly noticed for public hearings and the necessary hearings were conducted on September 27, 2016 and November 1, 2016; and

WHEREAS, the proposed CMP Amendment will enhance the health, safety, and welfare of the community, and will not depreciate surrounding property values, and at the same time is in harmony with the purposes and intent of the City of Buckeye Development Code and the City of Buckeye General Plan; and

WHEREAS, the CMP Amendment applies to the property as described in the legal description contained within the attached Exhibit A; and

WHEREAS, the City of Buckeye Planning and Zoning Commission unanimously recommended approval of the CMP Amendment at a public meeting held on September 27, 2016; and

WHEREAS, the City of Buckeye Development Code requires that approval of a Community Master Plan (“CMP”) or a CMP amendment be adopted by the Mayor and City Council as part of an approved development agreement or amendment between the City and the CMP applicant; and

WHEREAS, the City of Buckeye is authorized by A.R.S. § 9-500.05 to enter into an amendment to the existing Trillium Pre-Annexation and Development Agreement.

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 hereby incorporated as if fully set forth herein.

Section 2. The Trillium Community Master Plan Amendment No. PLZ-15-00145 (MCMPA15-02) is hereby approved amending the existing Trillium Community Master Plan, subject to the attached stipulations in Exhibit B, which are made a part hereof as if fully set out in this Ordinance.

Section 3. The Third Amendment to the Trillium Pre-Annexation and Development Agreement, as amended by the First Amendment and the Second Amendment, is hereby approved in the form and substance on file with the City Clerk.

Section 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and to take all steps necessary to carry out the purpose and intent of this Ordinance.

Section 5. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 1st day of November, 2016.

Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

**EXHIBIT A
TO
ORDINANCE NO. 19-16**

Legal Description (Trillium)

EXHIBIT "A"
TRILLIUM
LEGAL DESCRIPTION

A portion of land being situated within the East half of Section 12, All of Sections 13 & 24, Township 3 North, Range 5 West and the South half of Section 7, the Southwest Quarter of Section 8, all of Section 18 and the West half of Section 17, Township 3 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County Arizona being more particularly described as follows:

BEGINNING at a GLO brass cap accepted as the Northeast corner of said Section 12;

Thence South $00^{\circ}29'33''$ West, 2639.92 feet along the east line of the Northeast Quarter of said Section 12 to a GLO brass cap accepted as the East Quarter corner of said Section 12;

Thence leaving said east line, South $89^{\circ}32'36''$ East, 5278.66 feet along the east-west mid-section line of said Section 7 to a Maricopa County brass cap flush accepted as the East Quarter corner of said Section 7;

Thence South $89^{\circ}33'26''$ East, 2571.16 feet along the east-west mid-section of said Section 8 to the westerly Right-of-Way line of Sun Valley Parkway as filed in Book 33 of Road Maps, Page 4 records of Maricopa County, Arizona;

Thence leaving said east-west line, South $00^{\circ}20'16''$ West, 2641.38 feet along said westerly Right-of-Way line of Sun Valley Parkway;

Thence continuing along said westerly Right-of-Way of Sun Valley Parkway South $00^{\circ}31'18''$ West, 5282.01 feet to the south line of said Section 17;

Thence leaving said westerly Right-of-Way line of Sun Valley Parkway, North $89^{\circ}33'53''$ West, 2565.49 feet along said south line of said Section 17 to a GLO brass cap accepted as the Southwest corner of said Section 17;

Thence North $89^{\circ}24'50''$ West, 2630.45 feet along the south line of said Section 18 to a GLO brass cap accepted as the South Quarter Corner of said Section 18;

Thence continuing along said south line, North $89^{\circ}27'49''$ West, 2645.65 feet to a GLO brass cap accepted as the Southwest corner of said Section 18;

Thence leaving said south line, South $00^{\circ}48'13''$ West, 2637.33 feet along the east line of said Section 24 to a GLO brass cap accepted as the East Quarter corner of said Section 24;

Thence continuing along said east line, South 00°19'45" West, 2638.85 feet to a Maricopa County aluminum cap accepted as the Southeast corner of said Section 24;

Thence leaving said east line, North 89°33'33" West, 2646.08 feet along the south line of said Section 24 to a GLO brass cap accepted as the South Quarter corner of said Section 24;

Thence continuing along said south line, North 89°34'10" West, 2639.24 feet to a GLO brass cap accepted as the Southwest corner of said Section 24;

Thence leaving said south line, North 00°21'42" East, 2633.91 feet along the west line of said Section 24 to a GLO brass cap accepted as the West Quarter corner of said Section 24;

Thence continuing along said west line, North 00°30'48" East, 2634.75 feet to a GLO brass cap accepted as the Southwest corner of said Section 13;

Thence North 00°29'54" East, 2641.92 feet along the west line of said Section 13 to an aluminum cap accepted as the West Quarter corner of said Section 13;

Thence continuing along said west line, North 00°29'37" East, 2641.52 feet to a brass cap flush accepted as the Northwest corner of said Section 13;

Thence South 89°26'52" East, 2643.11 feet along the north line of said Section 13 to a GLO brass cap accepted as the South Quarter corner of said Section 12;

Thence North 00°28'58" East, 5302.64 feet along the north-south mid-section line of said Section 12 to a found GLO brass cap accepted as the North Quarter corner of said Section 12;

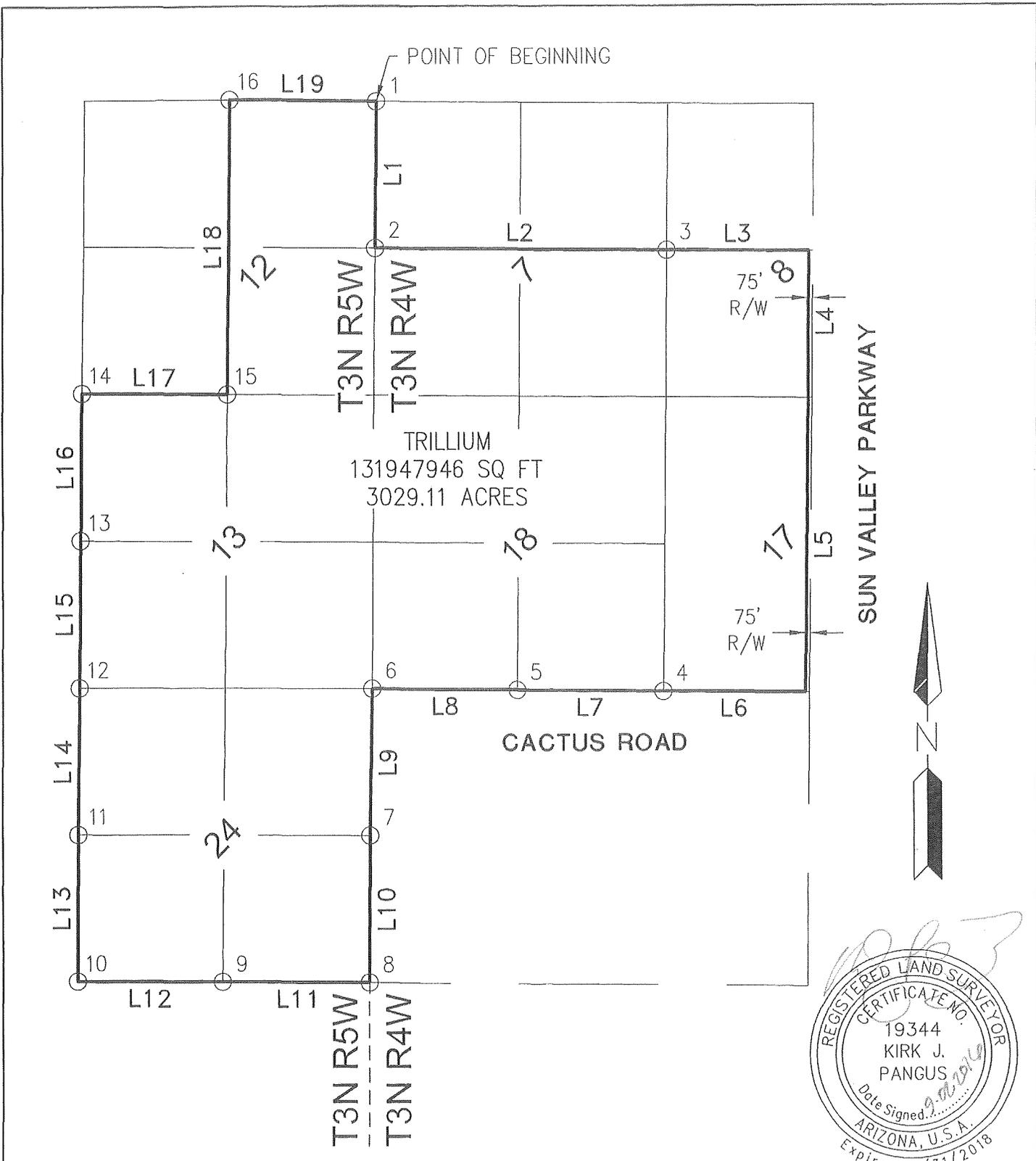
Thence South 89°08'52" East, 2642.03 feet along the north line of said Section 12 to the **POINT OF BEGINNING**.

Said portion of land containing 131947946.25 s.f., or 3029.108 acres, more or less and being subject to any easements, restrictions, and/or rights-of-way.

This description shown hereon is not to be used to violate subdivision regulations of the state, county and/or municipality of any other land division restrictions.

Prepared by: HilgartWilson, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1175
Date: September 2016





SEE LAST SHEET OF THIS EXHIBIT "B"
FOR SECTIONAL INFORMATION

PAGE 3 OF 4

PROJ.NO.:	1175	TRILLIUM	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE:	SEP 2016		
SCALE:	NTS	MARICOPA COUNTY, ARIZONA	
DRAWN BY:	DSP		
CHECKED BY:	KJP		

SECTIONAL MONUMENT INFORMATION

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°29'33"W	2639.92'
L2	S89°32'36"E	5278.66'
L3	S89°33'26"E	2571.16'
L4	S00°20'16"W	2641.38'
L5	S00°31'18"W	5282.01'
L6	N89°33'53"W	2565.49'
L7	N89°24'50"W	2630.45'
L8	N89°27'49"W	2645.65'
L9	S00°48'13"W	2637.33'
L10	S00°19'45"W	2638.85'
L11	N89°33'33"W	2646.08'
L12	N89°34'10"W	2639.24'
L13	N00°21'42"E	2633.91'
L14	N00°30'48"E	2634.75'
L15	N00°29'54"E	2641.92'
L16	N00°29'37"E	2641.52'
L17	S89°26'52"E	2643.11'
L18	N00°28'58"E	5302.64'
L19	S89°08'52"E	2642.03'

1. NORTHEAST CORNER OF SEC.12, T3N, R5W, FOUND GLO BRASS CAP
2. EAST QUARTER CORNER OF SEC.12, T3N, R5W, FOUND GLO BRASS CAP
3. EAST QUARTER CORNER OF SEC.7, T3N, R4W, FOUND MARICOPA COUNTY BRASS CAP FLUSH
4. SOUTHWEST CORNER OF SEC.17, T3N, R4W, FOUND GLO BRASS CAP
5. SOUTH QUARTER CORNER OF SEC.18, T3N, R4W, FOUND GLO BRASS CAP
6. SOUTHWEST CORNER OF SEC.18, T3N, R4W, FOUND GLO BRASS CAP
7. WEST QUARTER CORNER OF SEC.24, T3N, R4W, FOUND GLO BRASS CAP
8. SOUTHEAST CORNER OF SEC.24, T3N, R4W, FOUND MARICOPA COUNTY ALUMINUM CAP
9. SOUTH QUARTER CORNER OF SEC.24, T3N, R5W, FOUND GLO BRASS CAP
10. SOUTHWEST CORNER OF SEC.24, T3N, R5W, FOUND GLO BRASS CAP
11. WEST QUARTER CORNER OF SEC.24, T3N, R5W, FOUND GLO BRASS CAP
12. SOUTHWEST CORNER OF SEC.13, T3N, R5W, FOUND GLO BRASS CAP
13. WEST QUARTER CORNER OF SEC.13, T3N, R5W, FOUND ALUMINUM CAP
14. NORTHWEST CORNER OF SEC.13, T3N, R5W, FOUND BRASS CAP FLUSH
15. SOUTH QUARTER CORNER OF SEC.12, T3N, R5W, FOUND GLO BRASS CAP
16. NORTH QUARTER CORNER OF SEC.12, T3N, R5W, FOUND GLO BRASS CAP



PAGE 4 OF 4

PROJ.NO.: 1175	TRILLIUM SUN VALLEY PKWY & CACTUS RD MARICOPA COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEP 2016		
SCALE: NTS		
DRAWN BY: DSP		
CHECKED BY: KJP		

**EXHIBIT B
TO
ORDINANCE NO. 19-16**

Stipulations

- a. Development of the property shall be in general conformance with the Community Master Plan entitled Trillium 2nd Amended Community Master Plan” consisting of 50 pages, exhibits and appendices, dated July 14, 2016 and stamped received July 18, 2016, except as modified by the following stipulations.
- b. A native plant inventory shall be required prior to any development or construction activities. The native plant inventory shall define methods for transplanting materials to a nursery, on-site or off-site, during construction and transplanting back to the site when a landscaping plan is implemented. Formal transplanting guidelines are available from 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.
- d. Street right-of-way dedications shall match the City of Buckeye Engineering Design Standards Section 6-3 – Street Planning and Design Criteria.
- e. Roadway geometrics and intersection spacing shall be in compliance with the City of Buckeye Engineering Design Standards Section 6-3 – Street Planning and Design Criteria.
- f. The Property Owner/Developer shall provide for channelization of off-site storm water that will be intercepted by this project in accordance with a Final Drainage Report as approved by the City Engineer, which shall be submitted along with the first submittal of the improvements plans. In the case where work related to interception of off-site storm water is required on adjacent parcels of land not controlled by the Property Owner/Developer, the Property Owner/Developer shall first obtain a drainage easement from the adjacent parcel owners. Said drainage easements shall be executed and submitted to the City prior to approval of the Grading Plans and shall be recorded prior to approval of the Final Plat for this project.
- g. Reconcile any outstanding comments from the Flood Control District of Maricopa County on the current Master Drainage Report for Trillium (comments to be provided under separate cover).
- h. A Floodplain Use Permit from the Flood Control District of Maricopa County is required for this project prior to the City issuing a grading permit.
- i. A minimum of a complete half-street cross-section for perimeter streets per the COB EDS 6-3.801 is required along Trillium’s boundary as determined by the City Engineer.
- j. All sewer vault and haul operations are required to be permitted by MCESD prior to City approval.

- k. Developer shall update the Traffic Impact Analysis with each phase of development of the business park (Village 1). A second point of access to serve the business park shall be provided if and when any phase of development increases the total projected Average Daily Traffic (ADT) to 14,000 or above. The second point of access can be an additional street connecting to Sun Valley Parkway as long as a minimum of 660 feet of separation is maintained between the 2 streets. Right of way for the second point of connection shall be reserved until such time it is determined whether or not a second point of access is required.
- l. A street shall not be extended to the north property line of the business park unless written proof is provided to the City that the property owner to the north has or is in agreement to dedicate right of way to the proposed Greenway Road alignment.
- m. D104.3 Remoteness Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses. 2 points of emergency FD access will be required for both commercial and residential developments.
- n. B101.1 Scope. The procedure for determining fire-flow requirements for buildings or portions of buildings hereafter constructed shall be in accordance with this appendix. This appendix does not apply to structures other than buildings. All parcel phases will be required to meet the IFC 2012 appendix "B" fire flow requirements or Current City of Buckeye Adopted Fire Code.
- o. 503.1.2.1 Additional access. Residential developments where the number of dwelling units exceeds 10 shall be provided with two separate and approved fire apparatus access roads unless the homes are equipped with fire sprinkler systems or as determined by the Fire Chief.
- p. [A] 102.4 Application of building code. The design and construction of new structures shall comply with the International Building Code, and any alterations, additions, changes in use or changes in structures required by this code, which are within the scope of the 2012 International Building Code, shall be made in accordance therewith. Or current City Building Code.
- q. [A] 102.5 Application of residential code. Where structures are designed and constructed in accordance with the 2012 International Residential Code, the provisions of this code shall apply as follows: Or current City of Buckeye Building Code.
 - 1. Construction and design provisions: Provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall also apply.
 - 2. Administrative, operational and maintenance provisions: All such provisions of this code shall apply.
 - 3. Site plan FD approval will be required for each parcel phase development.

WHEN RECORDED RETURN TO:

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

**THIRD AMENDMENT TO
PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
(Trillium)**

This Third Amendment to Pre-Annexation and Development Agreement (this “Third Amendment”) is entered into this 1st day of November, 2016 (the “Effective Date”) by and between the **City of Buckeye**, an Arizona municipal corporation (the “City”), **JF Purchase LLC**, an Arizona limited liability company and **TW Purchase LLC**, an Arizona limited liability company (**JF Purchase LLC** and **TW Purchase LLC** collectively referred to herein as “Owner”).

RECITALS:

A. The City and Trillium West, LLC, an Arizona limited liability company, entered into a Pre-Annexation and Development Agreement approved by the City of Buckeye (formerly the Town of Buckeye) on September 21, 2004 and originally recorded with the Maricopa County Recorder in Instrument No. 2004-1105637, and then re-recorded to correct minor errors in Instrument No. 2005-0354480 (the “Development Agreement”), covering certain real property consisting of approximately three thousand forty two (3,042) acres, which property is legally described and depicted on **Exhibits A and B** attached hereto (the “Property”).

B. Trillium West, LLC thereafter conveyed its interest in a portion of the Property to JF Properties, Inc., an Arizona corporation (“JF Properties”). On May 16, 2006, the City of Buckeye, Trillium West, LLC, and JF Properties, entered into a First Amendment to the Development Agreement, recorded with the Maricopa County Recorder in Instrument No. 2006-1146707 (the “First Amendment”), wherein Trillium West, LLC assigned all of its interests and obligations in the Development Agreement as it pertained to the Property to JF Properties. Among other provisions, the First Amendment (i) identified certain components of the public infrastructure to be constructed by JF Properties pursuant to the Development Agreement; (ii) acknowledged that such public infrastructure may be eligible under the Laws and Regulations for Development Fee credits; and (iii) set forth the terms and conditions concerning the location, design, construction, furnishing, equipping and maintenance of fire stations and other related issues.

C. Subsequent to the execution and recordation of the Development Agreement and the First Amendment, ownership of the Property changed. The current owners of the Property are JF Purchase LLC, an Arizona limited liability company, and TW Purchase LLC, an Arizona limited liability company.

D. Following the purchase and sale of the Property to TW Purchase LLC and JF Purchase LLC, Trillium West LLC, as the former owner of approximately 2,582 acres of the Property, and JF Properties, Inc., as the former owner of approximately 450 acres of the Property, each assigned all of their interests and obligations under the Development Agreement and the First Amendment to TW Purchase LLC and to JF Purchase LLC, respectively. Under the terms and conditions of the Bill of Sale, Assignment and Assumption Agreement dated February 1, 2007, TW Purchase LLC and JF Purchase LLC each agreed to assume all of the interests and obligations under the Development Agreement and the First Amendment. Notice of each such assignment was provided to the City on July 18, 2007.

E. Owner and the City desire to amend the Trillium Community Master Plan (the "Master Plan") for the Property as described in the Master Plan Amendment No. PLZ-15-00145 (MCMPA15-02).

F. The City and Owner desire to enter into this Third Amendment, pursuant to A.R.S. § 9-500.05 and the City Code, to amend the Development Agreement as set forth herein, on the terms and conditions hereinafter set forth.

G. On November 1, 2016, by Ordinance No. 19-16 (the "Ordinance"), the City approved the amendment to the Master Plan for the Property as described in the Trillium Second Amended Community Master Plan dated July 14, 2016.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Owner hereby agree as follows:

1. **Amendment to Master Plan.** The Master Plan for the Property is hereby amended as described in the Master Plan Amendment No. 2 dated July 14, 2016 as prepared by Hilgart Wilson, LLC. The differences between the Master Plan, as amended by Amendment No. 2, and the City Code, are set forth in **Exhibit C** attached hereto, and are hereby approved. Owner represents and warrants that the Master Plan, as amended, is in compliance with the City's Code, including the City Development Code, except for those differences set forth in **Exhibit C** to this Third Amendment.

2. **Amendment to the Development Agreement.** The following provisions of the Development Agreement are hereby amended as set forth below:

a. **Defined Terms.** Although previously amended in the Second Amendment to the Pre-Annexation and Development Agreement (Trillium), for

convenience and clarity, the parties agree that, for the purpose of the Development Agreement and any and all subsequently executed Amendments thereto, the terms "Owner" and "Developer" shall have the same meaning and shall be used interchangeably and that the terms "Property" and "Land" shall have the same meaning and shall be used interchangeably.

b. Amendment to paragraph 5(c) of the Development Agreement under heading entitled "Community Master Plan and Annexation".

Paragraph 5(c) of the Development Agreement is hereby amended to read as follows:

City shall permit and Owner shall have the right to develop the Land consistent with this Agreement and the Master Plan, as may be amended from time to time pursuant to the requirements of the City Code subject to: (i) the submission and approval of a more detailed plan for, (1) each phase of development, (2) each plat, and (3) each site plan, and (ii) compliance with the Laws and Regulations. Subject to the foregoing and the provisions of Sections 6 and 12 of this Agreement, the right to develop the Land in accordance with the uses and densities as provided in the Master Plan is hereby vested and shall not be changed, provided, however, the City reserves the right to modify, terminate or otherwise change the Master Plan including the right to develop in accordance with the uses, densities, intensities and other standards established by the Master Plan and terminate this Agreement, if (1) material progress has not been made by the Owner or such other persons developing the Land in the commencement of construction of the elements of the public infrastructure required by the Master Plan (such as and primarily the elements relating to water, sewer and streets) **BY SEPTEMBER 21, 2025** or (2) Owner or such other persons developing the Land has not completed or caused to be completed development of (i) at least twenty percent (20%) of the Land shown on the Master Plan **BY SEPTEMBER 21, 2033** (ii) at least sixty-two percent (62%) of Land **BY SEPTEMBER 21, 2040** and (iii) one hundred percent (100%) of the Land **BY SEPTEMBER 21, 2050** as may be extended pursuant to Section 35 hereof.

c. Amendment to paragraph 21 of the Development Agreement under heading entitled "Duration".

Paragraph 21(a) of the Development Agreement is hereby amended to read as follows:

Unless terminated earlier pursuant to Section 5(c) 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 (20) years after the date of this Agreement~~ **ON SEPTEMBER 21, 2050**. ~~However, unless terminated earlier by the Town pursuant to Section 5(e) of this Agreement, if less than sixty two percent (62%) of the Land is still subject to this Agreement twenty (20) years after the date of this Agreement, this~~

~~Agreement shall automatically extend without the necessity of any notice, agreement or recording by or between the parties for an additional ten (10) years, for a total of thirty (30) years, at which time this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by or between the parties.~~ Upon the termination of this Agreement, neither party shall have any further obligations under this Agreement. However, such termination shall not affect any executed and delivered Service Agreement or 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.

3. **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 below:

Owner: JF Purchase LLC and TW Purchase LLC
c/o El Dorado Holdings, Inc.
8501 North Scottsdale Road, Suite 120
Scottsdale, Arizona 85253
Attention: Linda Cheney

With a copy to: Stephen C. Earl
Earl, Curley & Lagarde, P.C.
3101 North Central Avenue, Suite 1000
Phoenix, Arizona 85012

City: City of Buckeye
530 East Monroe
Buckeye, Arizona 85326
Attention: City Manager

With copy to: Scott W. Ruby, Esq.
Gust Rosenfeld, P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553

4. **Exhibits.** The following Exhibits are incorporated herein and made a part of this Third Amendment by this reference.

- a. **Exhibit A:** Legal description of the Property
- b. **Exhibit B:** Depiction of the Property
- c. **Exhibit C:** Difference Between Master Plan, as amended by Amendment No. 3 and the City Code

5. **Non-Default and Waiver of Claims.** By executing this Third Amendment, Owner affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Development Agreement, as amended. Owner knowingly and voluntarily forever releases and discharges 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 Owner has against the City, and arising from actions, omissions, delays or other events that occurred prior to the date of the Development Agreement. Owner on behalf of itself and all other parties having an interest in the Land intends to encumber the Land with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by the Development Agreement, as amended, and by signing this Third Amendment waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land that Owner of the Land may have now or in the future under the provisions of Ariz. Rev. Stat. Sections 12-1134 through and including 12-1136 resulting from the Development Agreement, as amended, or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by the Development Agreement, as amended, to be enacted, adopted or applied by the City now or hereafter. Owner acknowledges and agrees the terms and conditions set forth in the Development Agreement, as amended, cause an increase in the fair market value of the Land and such increase exceeds any possible reduction in the fair market value of the Land caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by the Development Agreement, as amended, and adopted or applied by the City to the Land.

6. **Encumbrance of the Property.** The provisions, terms and restrictions of this Third Amendment shall run with and bind the Property as equitable servitudes and also as covenants running with the land.

7. **Recording.** This Third Amendment may be recorded in the office of the Maricopa County Recorder.

8. **Authority.** Owner individually warrants, with respect to their own status only, that they have the requisite authority to bind the entity on whose behalf they are signing and no other consents are required.

9. **Counterparts.** For convenience, this Third Amendment may be executed in one or more counterparts and each executed counterpart shall for all purposes be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument. This Third Amendment, and the First and Second Amendments, together with the Development Agreement, will constitute the entire Agreement between the parties and supercedes all previous written or oral agreements or understandings regarding the subject matter of the Third Amendment, the Second Amendment, the First Amendment, and the Development Agreement.

10. **Effect of Third Amendment.** In all other respects, the Development Agreement is affirmed and ratified, and, except as expressly modified by the First Amendment, the Second Amendment, and this Third Amendment, all terms and conditions of the Development Agreement shall remain in full force and effect.

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

12. **Definitions and Conflicting Provisions.** Unless otherwise separately defined in the First Amendment, the Second Amendment, and this Third Amendment, all capitalized terms contained herein shall be given the meaning set forth for such terms in the Development Agreement. Any understandings, terms or conditions between the City and Owner relating directly and expressly to the subject matter of this Third Amendment not set forth herein shall be deemed to be superseded by this Third Amendment. All of the terms, provisions and conditions of the Development Agreement, the First Amendment, the Second Amendment and this Third Amendment, or any other agreement to which City and Owner are or may become parties which are not expressly modified, amended or clarified by this Third Amendment (or which, in context, must be deemed modified, amended or clarified hereby) shall remain in full force and effect. In the event of any conflict between this Third Amendment and the Development Agreement, the provisions of this Third Amendment shall control. The City acknowledges and agrees that Owner and their successors and permitted assignees have a right to rely, and will be relying, on the terms, provisions and conditions of this Third Amendment.

IN WITNESS WHEREOF, the City and Owner have executed and entered into this Third Amendment as of the Effective Date.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

CITY:

CITY OF BUCKEYE, an Arizona municipal corporation

By: _____
Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 20____, before me personally appeared Jackie A. Meck, the Mayor for the CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Third Amendment to the Trillium Pre-Annexation and Development Agreement on behalf of the City of Buckeye.

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:

JF PURCHASE LLC, an Arizona limited liability company

By: El Dorado Trillium LLC,
an Arizona limited liability company
Its: Member

By: El Dorado Holdings, Inc.,
an Arizona corporation
Its: Manager

By: Jinda Cheney
Its: Vice President

By: Apollo-JDMAZ Trillium JV, LLC
a Delaware limited liability company
Its: Member

By: JDMAZ Trillium Investment, LLC, a
Delaware limited liability company
Its: Manager

By: JDMAZ Investments, L.L.C.,
an Arizona limited liability
company
Its: Managing Member

By: [Signature]
Its: Authorized Representative

Date: October 10, 2016

[ACKNOWLEDGEMENT ON FOLLOWING PAGE]

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 10th day of October, 2016, before me personally appeared Linda Cheney, Vice President of El Dorado Holdings, Inc., an Arizona Corporation, Manager of El Dorado Trillium LLC, an Arizona Limited Liability company, Member of JF Purchase LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the Third Amendment to the Trillium Pre-Annexation and Development Agreement on behalf of such entity.

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)



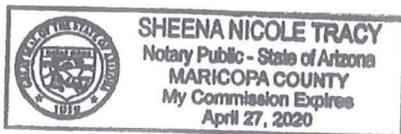
Louise A Leland
Notary Public in and for the State of Arizona

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 7th day of October, 2016, before me personally appeared Mel L. Shultz, Authorized Representative of JDMAZ Investments, L.L.C., an Arizona limited liability company, Managing Member of JDMAZ Trillium Investment, LLC, a Delaware limited liability company, Manager of Apollo-JDMAZ Trillium JV, LLC, an Delaware limited liability company, Member of JF Purchase LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Third Amendment to the Trillium Pre-Annexation and Development Agreement on behalf of such entity.

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)



Sheena Nicole Tracy
Notary Public in and for the State of Arizona

OWNER:

TW PURCHASE LLC, an Arizona limited liability company

By: El Dorado Trillium LLC,
an Arizona limited liability company
Its: Member

By: El Dorado Holdings, Inc.,
an Arizona corporation
Its: Manager

By: Jinda Cheney
Its: Vice President

By: Apollo-JDMAZ Trillium JV, LLC
a Delaware limited liability company
Its: Member

By: JDMAZ Trillium Investment, LLC,
a Delaware limited liability company
Its: Manager

By: JDMAZ Investments, L.L.C.,
an Arizona limited liability company
Its: Managing Member

By: [Signature]
Its: Authorized Representative

Date: October 10, 2016

[ACKNOWLEDGEMENT ON FOLLOWING PAGE]

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 10th day of October, 2016, before me personally appeared Linda Cheney, Vice President of El Dorado Holdings, Inc., an Arizona Corporation, Manager of El Dorado Trillium LLC, an Arizona limited liability company, Member of TW Purchase LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the Third Amendment to the Trillium Pre-Annexation and Development Agreement on behalf of such entity.

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)



Louise A Leland

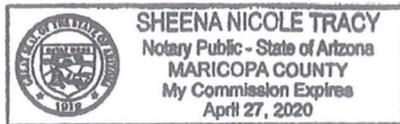
Notary Public in and for the State of Arizona

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 7th day of October, 2016, before me personally appeared Mel L. Shultz, Authorized Representative of JDMAZ Investments, L.L.C., an Arizona limited liability company, Managing Member of JDMAZ Trillium Investment, LLC, a Delaware limited liability company, Manager of Apollo-JDMAZ Trillium JV, LLC, a Delaware limited liability company, Member of TW Purchase LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Third Amendment to the Trillium Pre-Annexation and Development Agreement on behalf of such entity.

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)



Sheena Nicole Tracy

Notary Public in and for the State of Arizona

INDEX OF EXHIBITS

- Exhibit A - Legal Description of the Property
- Exhibit B - Depiction of the Property
- Exhibit C - Differences between the Master Plan, as amended by Amendment No. 3, and the City Code

**EXHIBIT A
TO
THIRD AMENDMENT TO THE TRILLIUM PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT**

[Legal Description of the Property]

(See following page.)

EXHIBIT "A"
TRILLIUM
LEGAL DESCRIPTION

A portion of land being situated within the East half of Section 12, All of Sections 13 & 24, Township 3 North, Range 5 West and the South half of Section 7, the Southwest Quarter of Section 8, all of Section 18 and the West half of Section 17, Township 3 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County Arizona being more particularly described as follows:

BEGINNING at a GLO brass cap accepted as the Northeast corner of said Section 12;

Thence South 00°29'33" West, 2639.92 feet along the east line of the Northeast Quarter of said Section 12 to a GLO brass cap accepted as the East Quarter corner of said Section 12;

Thence leaving said east line, South 89°32'36" East, 5278.66 feet along the east-west mid-section line of said Section 7 to a Maricopa County brass cap flush accepted as the East Quarter corner of said Section 7;

Thence South 89°33'26" East, 2571.16 feet along the east-west mid-section of said Section 8 to the westerly Right-of-Way line of Sun Valley Parkway as filed in Book 33 of Road Maps, Page 4 records of Maricopa County, Arizona;

Thence leaving said east-west line, South 00°20'16" West, 2641.38 feet along said westerly Right-of-Way line of Sun Valley Parkway;

Thence continuing along said westerly Right-of-Way of Sun Valley Parkway South 00°31'18" West, 5282.01 feet to the south line of said Section 17;

Thence leaving said westerly Right-of-Way line of Sun Valley Parkway, North 89°33'53" West, 2565.49 feet along said south line of said Section 17 to a GLO brass cap accepted as the Southwest corner of said Section 17;

Thence North 89°24'50" West, 2630.45 feet along the south line of said Section 18 to a GLO brass cap accepted as the South Quarter Corner of said Section 18;

Thence continuing along said south line, North 89°27'49" West, 2645.65 feet to a GLO brass cap accepted as the Southwest corner of said Section 18;

Thence leaving said south line, South 00°48'13" West, 2637.33 feet along the east line of said Section 24 to a GLO brass cap accepted as the East Quarter corner of said Section 24;

Thence continuing along said east line, South 00°19'45" West, 2638.85 feet to a Maricopa County aluminum cap accepted as the Southeast corner of said Section 24;

Thence leaving said east line, North 89°33'33" West, 2646.08 feet along the south line of said Section 24 to a GLO brass cap accepted as the South Quarter corner of said Section 24;

Thence continuing along said south line, North 89°34'10" West, 2639.24 feet to a GLO brass cap accepted as the Southwest corner of said Section 24;

Thence leaving said south line, North 00°21'42" East, 2633.91 feet along the west line of said Section 24 to a GLO brass cap accepted as the West Quarter corner of said Section 24;

Thence continuing along said west line, North 00°30'48" East, 2634.75 feet to a GLO brass cap accepted as the Southwest corner of said Section 13;

Thence North 00°29'54" East, 2641.92 feet along the west line of said Section 13 to an aluminum cap accepted as the West Quarter corner of said Section 13;

Thence continuing along said west line, North 00°29'37" East, 2641.52 feet to a brass cap flush accepted as the Northwest corner of said Section 13;

Thence South 89°26'52" East, 2643.11 feet along the north line of said Section 13 to a GLO brass cap accepted as the South Quarter corner of said Section 12;

Thence North 00°28'58" East, 5302.64 feet along the north-south mid-section line of said Section 12 to a found GLO brass cap accepted as the North Quarter corner of said Section 12;

Thence South 89°08'52" East, 2642.03 feet along the north line of said Section 12 to the **POINT OF BEGINNING**.

Said portion of land containing 131947946.25 s.f., or 3029.108 acres, more or less and being subject to any easements, restrictions, and/or rights-of-way.

This description shown hereon is not to be used to violate subdivision regulations of the state, county and/or municipality of any other land division restrictions.

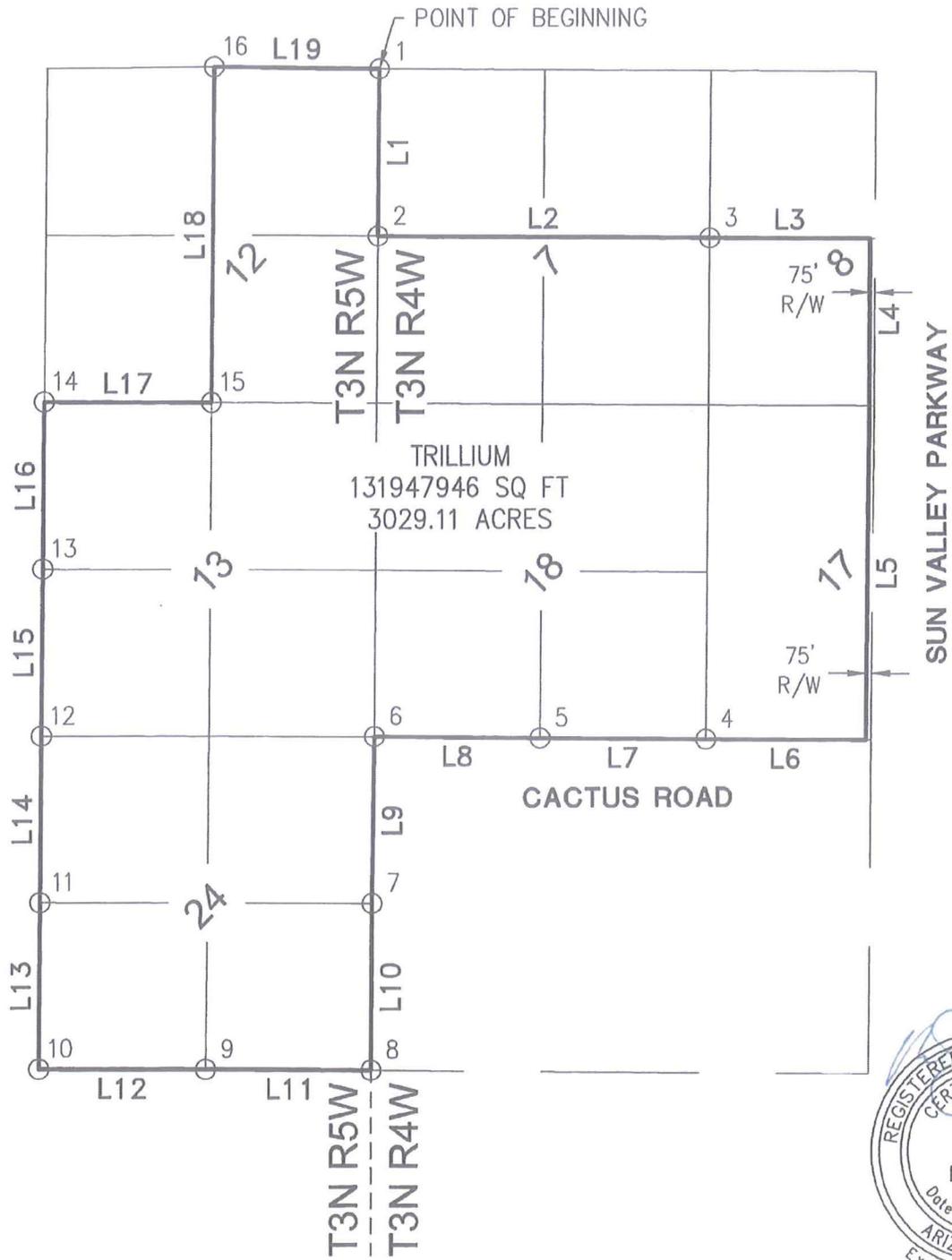
Prepared by: HilgartWilson, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1175
Date: September 2016



**EXHIBIT B
TO
THIRD AMENDMENT TO THE TRILLIUM PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT**

[Depiction of the Property]

(See following page.)



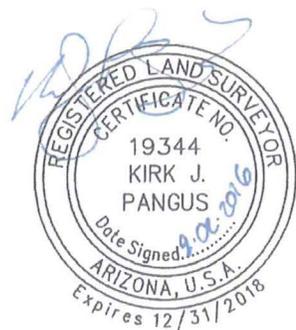
SEE LAST SHEET OF THIS EXHIBIT "B"
FOR SECTIONAL INFORMATION

PROJ.NO.: 1175	TRILLIUM	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEP 2016		
SCALE: NTS	SUN VALLEY PKWY & CACTUS RD	
DRAWN BY: DSP	MARICOPA COUNTY, ARIZONA	
CHECKED BY: KJP	EXHIBIT "B"	

SECTIONAL MONUMENT INFORMATION

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°29'33"W	2639.92'
L2	S89°32'36"E	5278.66'
L3	S89°33'26"E	2571.16'
L4	S00°20'16"W	2641.38'
L5	S00°31'18"W	5282.01'
L6	N89°33'53"W	2565.49'
L7	N89°24'50"W	2630.45'
L8	N89°27'49"W	2645.65'
L9	S00°48'13"W	2637.33'
L10	S00°19'45"W	2638.85'
L11	N89°33'33"W	2646.08'
L12	N89°34'10"W	2639.24'
L13	N00°21'42"E	2633.91'
L14	N00°30'48"E	2634.75'
L15	N00°29'54"E	2641.92'
L16	N00°29'37"E	2641.52'
L17	S89°26'52"E	2643.11'
L18	N00°28'58"E	5302.64'
L19	S89°08'52"E	2642.03'

1. NORTHEAST CORNER OF SEC.12, T3N, R5W, FOUND GLO BRASS CAP
2. EAST QUARTER CORNER OF SEC.12, T3N, R5W, FOUND GLO BRASS CAP
3. EAST QUARTER CORNER OF SEC.7, T3N, R4W, FOUND MARICOPA COUNTY BRASS CAP FLUSH
4. SOUTHWEST CORNER OF SEC.17, T3N, R4W, FOUND GLO BRASS CAP
5. SOUTH QUARTER CORNER OF SEC.18, T3N, R4W, FOUND GLO BRASS CAP
6. SOUTHWEST CORNER OF SEC.18, T3N, R4W, FOUND GLO BRASS CAP
7. WEST QUARTER CORNER OF SEC.24, T3N, R4W, FOUND GLO BRASS CAP
8. SOUTHEAST CORNER OF SEC.24, T3N, R4W, FOUND MARICOPA COUNTY ALUMINUM CAP
9. SOUTH QUARTER CORNER OF SEC.24, T3N, R5W, FOUND GLO BRASS CAP
10. SOUTHWEST CORNER OF SEC.24, T3N, R5W, FOUND GLO BRASS CAP
11. WEST QUARTER CORNER OF SEC.24, T3N, R5W, FOUND GLO BRASS CAP
12. SOUTHWEST CORNER OF SEC.13, T3N, R5W, FOUND GLO BRASS CAP
13. WEST QUARTER CORNER OF SEC.13, T3N, R5W, FOUND ALUMINUM CAP
14. NORTHWEST CORNER OF SEC.13, T3N, R5W, FOUND BRASS CAP FLUSH
15. SOUTH QUARTER CORNER OF SEC.12, T3N, R5W, FOUND GLO BRASS CAP
16. NORTH QUARTER CORNER OF SEC.12, T3N, R5W, FOUND GLO BRASS CAP



PAGE 4 OF 4

PROJ.NO.: 1175	TRILLIUM	HILGARTWILSON
DATE: SEP 2016		
SCALE: NTS	SUN VALLEY PKWY & CACTUS RD	2141 E. HIGHLAND AVE., STE. 250
DRAWN BY: DSP	MARICOPA COUNTY, ARIZONA	PHOENIX, AZ 85016
CHECKED BY: KJP	EXHIBIT "B"	P: 602.490.0535 / F: 602.368.2436

**EXHIBIT C
TO
THIRD AMENDMENT TO THE TRILLIUM PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT**

[Differences between the Master Plan as amended by Amendment No. 3 and the City Code]

(See following page.)

EXHIBIT C
TRILLIUM CMP AMENDMENT MODIFICATIONS TO THE
CITY OF BUCKEYE, ARIZONA DEVELOPMENT CODE

This document outlines modifications to the City of Buckeye, Arizona Development Code, effective January 16, 2010 and last amended January 2, 2016 as compared to the Trillium Community Master Plan (CMP) Amendment, dated July 14, 2016.

All items modified in the Development Code by the Trillium CMP are noted in bold and with a larger font size in this document. All references to Article, Table, and Section are per the City of Buckeye, Arizona Development Code.

Kennel, indoor/outdoor	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Veterinary clinic	P	NP	NP	NP	NP	NP	NP	C	NP	NP	NP	NP	NP	NP	NP	C
Farmers market	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Marjor entertainment facility, outdoor	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Racetrack (auto, dog, & horse)	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
RV campground	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
RV Park	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Shooting range, outdoor	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Zoo	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Feed store	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Open-air, market or flea market	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Nursery & plant sales	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Plant sales, retail	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Gasoline sales	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Bed & Breakfast	C	C	C	C	C	C	C	C	NP	C	C	C	C	C	C	C
Boarding house/guest room	NP	NP	C	C	C	NP	C	C	NP	NP	NP	NP	NP	NP	NP	NP
Group home	P	C	C	C	NP	NP	C	C	P⁽⁴⁾	C⁽⁴⁾	C⁽⁴⁾	C⁽⁴⁾	NP	NP	NP	C⁽⁴⁾

Group recovery home	C	C	C	NP	NP	NP	C	C	C ⁽⁴⁾	C ⁽⁴⁾	C ⁽⁴⁾	NP	NP	NP	C ⁽⁴⁾	C ⁽⁴⁾
									<p>P = Permitted NP= Not Permitted C= Conditional Use T= Temporary Use</p> <ol style="list-style-type: none"> 1. "Primary" cell sites, as shown on Exhibit 26, Wireless Communication Facilities in the CMP, are permitted. Otherwise, they remain a conditional use. 2. Conditional Use within Trillium, Village 4 for the purpose of expanding the Trillium wastewater treatment plant to accommodate offsite waste water flows. 3. Permitted as a temporary use within Trillium for the purpose of providing a temporary treatment plant to accommodate phasing prior to final construction of the wastewater treatment plant. 4. Group homes and/or Group recovery homes shall not be permitted within 800 radial feet (as measured from the closest property lines) of another Group home or Group recovery home. 							

Article 3: Use Regulations										
Mixed Use and Non- Residential										
Use Type	Table 3.1-5: Table of Allowed Uses					Trillium Amended Mixed Use and Non-Residential Uses				
	NMU	PO	C-1	C-3	BP	NMU	PO	C-1	C-3	BP
Utility facility, major	NP	NP	NP	C	C	T⁽²⁾	T⁽²⁾	T⁽²⁾	C	C
Tower (including any facility with a tower)	C	C	C	P	P	P⁽¹⁾	P⁽¹⁾	P⁽¹⁾	P	P
Shelter care facility, homeless	C	NP	C	C	NP	NP	NP	NP	C	NP
Convenience store with gas sales	C	NP	P	P	C	NP	NP	P	P	C
Tobacco oriented retailer	C	NP	C	P	NP	NP	NP	C	P	NP
Gasoline sales	C	NP	P	P	C	NP	NP	P	P	C
Vehicle sales & rental	C	NP	NP	P	P	NP	NP	NP	P	NP
Vehicle service & repair, major	C	NP	NP	P	NP	NP	NP	NP	P	NP
Vehicle service & repair, minor	P	NP	P	P	NP	NP	NP	NP	P	NP
Bed & breakfast	P	NP	P	NP	NP	NP	NP	NP	NP	NP
Group home	C	NP	C	C	NP	C⁽³⁾	NP	NP	C⁽³⁾	NP

Group recovery home	C	NP	C	C	NP	C⁽³⁾	NP	NP	C⁽³⁾	NP
Cemetery	NP	NP	P	P	P	NP	NP	NP	NP	NP
Crematorium or funeral parlor	NP	NP	P	P	P	NP	NP	NP	NP	NP
Hospital	NP	C	NP	P	P	NP	NP	NP	NP	P
Animal training school	NP	NP	NP	P	P	NP	NP	NP	NP	NP
Kennel, indoor only	NP	NP	NP	P	P	NP	NP	NP	NP	P
Veterinary clinic	P	NP	P	P	P	P	NP	P	NP	P
Race track (auto, dog, & horse)	NP	NP	NP	C	C	NP	NP	NP	NP	NP
Zoo	NP	NP	NP	C	NP	NP	NP	NP	NP	NP
Sexually oriented business	NP	NP	NP	C	NP	NP	NP	NP	NP	NP
Boat, and RV storage	NP	NP	NP	C	NP	NP	NP	NP	NP	NP
Recycling Center, indoor	NP	NP	NP	NP	C	NP	NP	NP	NP	NP

P = Permitted
NP= Not Permitted
C= Conditional Use
T= Temporary Use

1. "Primary" cell sites, as shown on Exhibit 26, Wireless Communication Facilities in the CMP, are permitted. Otherwise, they remain a conditional use.

2. Permitted as a temporary use within Trillium for the purpose of providing a temporary treatment plant to accommodate phasing prior to final construction of the wastewater treatment plant.

3. Group homes and/or Group recovery homes shall not be permitted within 800 radial feet (as measured from the closest property lines) of another Group home or Group recovery home.

Article 3: Use Regulations

Towers; Transmitting Station Standards

Section 3.2.2.1.1 - Transmitting Station

This section has been modified as follows:

Transmitting stations may be located on the ground, on mixed use or non-residential buildings, or on a structure such as a flagpole, light standard, or water tower, but only within those zoning districts indicated in Table 3.1-1 or those **“primary” facilities as indicated on Exhibit 26, Wireless Communication Facilities in the CMP.**

Antennae mounted to the roof of a structure is allowed to exceed the established building height by 20 feet provided antennas are concealed or otherwise integrated into the building architectural design.

Antennae mounted to the sides of a building is allowed to exceed the established building height by 20 feet provided antennas are concealed or otherwise integrated into the building architectural design.

- a. If mounted on the ground, the maximum height of a transmitting station shall be the same as for any other structure in that zoning district.
- b. If mounted on a mixed use or non-residential building, or other structure such as flagpole, light standard, or water tower, the maximum height of the transmitting station shall not exceed ten feet above the highest point on the building (excluding the transmitting station) or the maximum height of a building in that zoning district as shown in Article 4, Dimensional Standards.

Section 3.2.2.1.2.a - Evidence of Need for Tower

The following is added to this section:

All wireless communication companies shall be required to locate on existing towers in the Trillium CMP unless an approved, independent radio frequency (RF) study confirms the need for a new wireless communication facility.

Section 3.2.2.1.2.b - Basic Maximum Height and
Section 3.2.2.1.2.c - Co Location Bonus Height

These sections are replaced with:

All freestanding structures shall be restricted to 75 feet in conditional use zones or as a secondary use and 125 feet in permitted use zones. Height for a freestanding tower must be measured from grade to the highest point on the tower structure, including any installed antennae and lighting and supporting structures.

Section 3.2.2.1.2.d - Yards

This section is replaced with:

Accessory equipment located on the ground shall meet the setback requirements of the underlying district, unless the equipment is located within public right-of-way or within a walled compound. The location of the equipment in public right-of-way shall be subject to review and approval by the City of Buckeye.

The required setback shall be equal to the height of the tower unless sited adjacent to major power transmission corridors or utility substations, in which case the setback shall not apply to side(s) adjacent to the power transmission corridor or utility substation.

Section 3.2.2.1.2.f - Buffering, Screening, and Fencing

This section is modified as follows:

All fences and walls, other than wireless facilities that are part of a Distributed Antenna System approved by the City to be located within public right-of-way, must be screened as provided in Section 5.4.5, Fences, Walls, and Screening. The base of the tower and each guy anchor must be surrounded by a fence or wall at least eight feet in height that effectively screens the view of the tower compound and accessory facilities from view from adjacent streets and properties.

New wireless communication facilities that are part of a Distributed Antenna System (DAS) approved by the City to be located within public right-of-way are exempt from the masonry screen wall and setback requirements when antenna are mounted on light standards, traffic control poles, and other existing structures. In this case, an alternate screening plan shall be provided by the Landowner to the Development Services Director for review and approval.

Stealth sites are a requirement in any residential or mixed-use zoned property.

Section 3.2.2.1.2.g - Co-Location on Existing Towers

The following is added to this section:

All freestanding structures shall be designed to accommodate a minimum of two wireless communication companies.

Section 3.2.2.1.2.h - Construction Standards

The following is added to this section:

Antennae mounted to the sides of a building shall not extend from the wall of the building more than fifteen (15) inches.

Antennae mounted to other vertical elements shall be painted to match the structure.

Antennae attached to major power line transmission towers:

- i. The antenna array and any related equipment on a major utility transmission tower or pole shall be located below the power lines.
- ii. Antenna and cabling shall be painted to match the existing structure.

Antennae attached to other existing vertical elements, including structures, ball field lights, or other pole-like features:

- i. The maximum width of the antenna array shall not exceed four (4) feet from center to center of antenna panels.

Section 3.2.2.1.2.i - Access

This section is replaced with:

Wireless communication facilities shall be served by a durable, all-weather drive from a roadway right-of-way or access easement. Said drive shall be constructed with an all-weather surface consisting, at a minimum, of aggregate base course (ABC) with a dustless surface and shall be able to support emergency vehicles.

Section 3.2.2.1.2.j - Maintenance, Operation, and Removal

The following is added to this section:

Each tower owner shall maintain the equipment building(s) and the support or tower structure; including the cost of removal in the event the facility is abandoned for more than one year.

Article 4: Dimensional Standards

Residential

Table 4.1-1: Dimensional Standards - Residential Districts									Trillium Amended Dimensional Standards - Residential Districts										
	SF 43	SF 18	SF 10	SF 6	SF 3	SF 1	MF 1	MF 2		SF 43	SF 18	SF 10	SF 6	SF 3	SF 1	MF 1	MF 2		
Density, max (du/ gross acre)	-	-	-	-	-	-	15.0	no max; 15.1 min	Density, max (du/ gross acre)	-	-	-	-	-	-	15.0	no max; 15.1 min		
Lot Size (sq. ft.)	43,000	18,000	10,000	6,000	3,000	1,000	-	-	Lot Size (sq. ft.)	43,000	18,000	10,000	6,000	3,000	1,000	-	-		
Lot Width (ft) [1]	140	100	80	55	30	20	-	-	Lot Width (ft) [1]	140	100	70	50	30	20	-	-		
Min. Setback	Front (ft)	40	25	21	Front-loaded garage - 18 Side-loaded garage - 15 Living - 10	8	0	15	0	Min. Setback [4]	40	25			10	0			
													Front entry garage [8]	21			18	15	0
													Front Side entry garage [8]	15			10	-	-
									Front Living Area [8]			15	10			-	-		

	Side (ft) [2]	20	15	10	5 w/ 15 aggregate	5	0 w/ 15 aggregate	5	0	Side (ft) [2][8]	Min. - 20 Total - 40	Min. - 10 Total - 25	Min. - 5 Total - 15	Min. - 5 Total - 10-15 [5]	Min. - 5 Total - 10	0	Min. - 5 Total -	Min. - 0 Total -
	Rear (ft) [3]	30	30	25	20	10	8	15	10	Rear (ft) [3]	30	30	25 [6]	20 [6]	10 [6]	8 [6]	15	10
	Lot Coverage, max (%)	30	45	45	50	65	65	70	95	Lot Coverage, max (%)	N/A [7]	N/A [7]	N/A [7]	N/A [7]	N/A [7]	N/A [7]	70	85
	Building Height, max (feet)	35	35	35	35	45	50	50	-	Building Height, max (feet)	35	35	35	35	45	50	50	-
	Max Disturbance Area (sq. ft.)	-	-	-	-	-	-	-	-	Max Disturbance Area (sq. ft.) [9]	20,000 (lots ranging from 30,000 - 43,000 sq. ft.)		25,000 (lots greater than 43,000 sq. ft.)		-	-	-	-

NOTES:

- [1] Lot width is measured at front building line.
- [2] An additional 5 feet of setback shall be required for all corner lots adjacent to public right-of-way.
- [3] For accessory buildings, a 5-foot minimum setback.

Notes:

- [1] Lot width is measured at the "front garage" front yard building setback.
- [2] An additional 5 feet, or an open space tract a minimum of 5' in width, of setback shall be required for all corner lots adjacent to public right-of-way.
- [3] For accessory buildings, a 5-foot minimum setback.
- [4] A maximum 2' projection will be allowed into the setbacks for bay windows, fireplaces, overhangs, etc.
- [5] SF-6 lots less than 58' in width shall have side yard setbacks that total no less than 10' in width, SF-6 lots 58'-63' in width shall have side yard setbacks that total 13' in width, and SF-6 lots greater than 63' in width shall have side yard setbacks that total no less than 15' 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] Maximum lot coverage does not apply and lot coverage will be controlled by the required yard setbacks.
- [8] All corners shall have a 33'x33' sight visibility triangle.
- [9] The non-disturbance area shall not have any improvements other than necessary underground infrastructure and perimeter fencing, as described in the Individual On-Site Walls as described in Section 5.4.5.B.3 of this document. A natural area open space easement shall be granted over the non-disturbance areas.

Article 4: Dimensional Standards

Mixed Use and Non- Residential

Table 4.1-2: Dimensional Standards - Mixed Use District (NMU) Table 4.1-3: Dimensional Standards - Non-Residential and Other Districts							Trillium Amended Mixed Use and Non-Residential Dimensional Standards					
		NMU	PO	C-1	C-3	BP	NMU	PO	C-1	C-3	BP	
Residential density, maximum (DU/gross acre)		10.0	-	-	-	-	10.0	-	-	-	-	
District Size, minimum (acres)		-	-	-	15	15	-	-	-	15	15	
Setbacks	Adjacent to Residential Districts	Front (ft)	-	10	15	50	50	-	10	10	20	50
		Side (ft)	- [1]	10	30	80	50	-	10	30	30	50
		Rear (ft)	- [2]	20	30	80	50	-	20	30	50	50
	All Others	Front (ft)	-	0	0	0	Setback from peripheral property line: 25	-	0	0	0	Setback from peripheral property line: 25
		Side (ft)	- [1]	10	10	50		-	10 [1]	10 [1]	10 [1]	
		Rear (ft)	- [2]	0	0	0		-	0	0	0	
Lot Coverage, maximum (percent)		70	70	50	70	70	70	70	50	70	70	
Building Height, maximum (feet)		50	90	30	90	50	50	90	30	90	60	

<p>NOTES:</p> <p>[1] Corner lots shall have a minimum 10-foot side setback on the street sides.</p> <p>[2] If alleys are used in a development, there is a minimum 30' building face to building face separation across the alley.</p>	<p>Notes:</p> <p>[1] No requirement for side yard setback between buildings within same parcel as long as fire code and building codes are met.</p>
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Article 4: Dimensional Standards

Measurements and Exceptions

Section 4.2.4.C - Height Exceptions for Structures

The following is added to this section:

The 75 foot height limitation shall apply, but the 100 square foot horizontal area limitation shall not apply to the 3 iconic towers to be located at each major community entrance on Sun Valley Parkway and Wintersburg Parkway and to be located at the Intersection of Sun Valley Parkway and Wintersburg Parkway.

Off Street Parking Requirements

Section 4.3 - Off-Street Parking Requirements

The following is added to this section:

1) Off-street parking is not required for pocket parks or for neighborhood parks less than 4 acres in size. Off-street parking is recommended for any neighborhood park exceeding 5 acres in size and required for any neighborhood parks exceeding 8 acres in size.

2) A study may be completed in accordance with "4.3.3-Schedule C" by the developer or property owner, when the developer or property owner believes that 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. The study shall be reviewed by the City and approved by the Director.

Article 5: Development and Design Standards and Guidelines

Signs

Section 5.11 - Signs

The following is added to this section:

Trillium Monuments and Signage- signage is allowed to be placed on community, village, and neighborhood monumentation as long as the scale and character of the signage is generally in conformance with that shown on Exhibit 17, Signage in the CMP.

Article 5: Development and Design Standards and Guidelines

Table 5.4-1: Site Enhancement Landscaping Requirements (by District Type)				Trillium Amended Site Enhancement Landscaping Requirements (by District Type)		
	Residential (common areas within subdivisions and multiple-family developments only)	Commercial and Mixed Use	Industrial	Residential (common areas within subdivisions and multiple-family developments only)	Commercial and Mixed Use	Industrial
Minimum percentage of parcel to be landscaped	30%	20%	10%	<p><u>Multifamily</u> - minimum of 15% landscaped area within the parcel.</p> <p><u>Single Family</u> - minimum of 20% landscaped area averaged throughout Trillium. Landscaped areas include the Community Park, neighborhood and pocket parks. Each preliminary plat for single family residential parcels shall track the cumulative landscaped areas to assure the overall 20% is met. This analysis shall take into account other usable open space, parks, and recreation centers located within the vicinity of the parcel.</p>	20%	10%

Article 5: Development and Design Standards and Guidelines

Fences, Walls, and Screening

Section 5.4.5.B.1.b - Fences, Walls, and Screening, Side and Rear

The following is added to this section:

The maximum height of any privacy wall, excluding retaining wall, shall not exceed 7 feet adjacent to collector streets and 8 feet adjacent to arterial streets or parkways. The maximum height, inclusive of the privacy wall and any required retaining wall, shall not exceed 8 feet adjacent to collector streets and 9 feet adjacent to arterial streets or parkways.

Residential Building Standards and Guidelines

Section 5.7.2.C - Maximum Garage Width

This section is replaced with the following:

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 35% of the overall building façade on lots having a typical width greater than 80 feet, 45% of the overall building façade on lots having typical widths greater than 60 feet and less than or equal to 80 feet and 55% of the façade on lots having a typical lot width of 60 feet or less.

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, including those that front on an alley, courtyard or similar shared drive.

(refer to Article 10: Definitions within this document for the definition of facade.)

Section 5.7.3.B.1 - Standards for Single-Family and Two-Family Detached Residential Dwellings, Orientation of Dwellings to the Street

This section is replaced with the following:

On all lots 55 feet or less in width, each residence 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.

<p>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 and the entrance is visible from neighboring units.</p>
<p>Section 5.7.3.B.2 - Architectural - Standards for Single-Family and Two-Family Detached Residential Dwelling, Architectural Variety</p> <p>The following is added to this section:</p> <p>As a standard feature, stone, brick, or accent façade material shall be provided on at least one elevation for each floor plan.</p>
<p style="text-align: center;">Large Lot Development Standards</p>
<p>Section 5.4.5.B.4 - Fences, Walls, and Screening, Wall and Fence Placement</p> <p>The following is added to this section:</p> <p>On lots 30,000 square feet or greater, perimeter walls shall be set at or outside of the disturbance limit at the side or rear property line.</p>
<p>Section 5.4.5.B.3 - Fences, Walls, and Screening, Wall and Fence Material</p> <p>The following is added to this section:</p> <p>When an individual lot, 30,000 square feet or greater, is adjacent to significant natural common area open spaces, at least 50% of the wall shall be view fence.</p>
<p style="text-align: center;">Article 10: Definitions</p>
<p>Section 10.4 - Definitions, Other Terms Defined</p> <p>The following is added to this section:</p> <p>Building façade - Front of home parallel to the street plus the following: Where livable area is forward of the garage, the length of the wall return from the forward livable area to the 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.</p>



El Dorado
Holdings, Inc.

Transmittal

To: Shiela Schmidt, City of Buckeye

From: Linda Cheney, El Dorado Holdings

Date: October 10, 2016

Re: Trillium – Third Development Agreement Amendment

Shiela,
Enclosed please find the fully executed third amendment to the Trillium
Development Agreement.

If you have any questions, please do not hesitate to call me at 602-955-2424.

 Linda Cheney
Vice President

WHEN RECORDED RETURN TO:

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

**THIRD AMENDMENT TO
PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
(Trillium)**

This Third Amendment to Pre-Annexation and Development Agreement (this “Third Amendment”) is entered into this 1st day of November, 2016 (the “Effective Date”) by and between the **City of Buckeye**, an Arizona municipal corporation (the “City”), **JF Purchase LLC**, an Arizona limited liability company and **TW Purchase LLC**, an Arizona limited liability company (**JF Purchase LLC** and **TW Purchase LLC** collectively referred to herein as “Owner”).

RECITALS:

A. The City and Trillium West, LLC, an Arizona limited liability company, entered into a Pre-Annexation and Development Agreement approved by the City of Buckeye (formerly the Town of Buckeye) on September 21, 2004 and originally recorded with the Maricopa County Recorder in Instrument No. 2004-1105637, and then re-recorded to correct minor errors in Instrument No. 2005-0354480 (the “Development Agreement”), covering certain real property consisting of approximately three thousand forty two (3,042) acres, which property is legally described and depicted on **Exhibits A and B** attached hereto (the “Property”).

B. Trillium West, LLC thereafter conveyed its interest in a portion of the Property to JF Properties, Inc., an Arizona corporation (“JF Properties”). On May 16, 2006, the City of Buckeye, Trillium West, LLC, and JF Properties, entered into a First Amendment to the Development Agreement, recorded with the Maricopa County Recorder in Instrument No. 2006-1146707 (the “First Amendment”), wherein Trillium West, LLC assigned all of its interests and obligations in the Development Agreement as it pertained to the Property to JF Properties. Among other provisions, the First Amendment (i) identified certain components of the public infrastructure to be constructed by JF Properties pursuant to the Development Agreement; (ii) acknowledged that such public infrastructure may be eligible under the Laws and Regulations for Development Fee credits; and (iii) set forth the terms and conditions concerning the location, design, construction, furnishing, equipping and maintenance of fire stations and other related issues.

C. Subsequent to the execution and recordation of the Development Agreement and the First Amendment, ownership of the Property changed. The current owners of the Property are JF Purchase LLC, an Arizona limited liability company, and TW Purchase LLC, an Arizona limited liability company.

D. Following the purchase and sale of the Property to TW Purchase LLC and JF Purchase LLC, Trillium West LLC, as the former owner of approximately 2,582 acres of the Property, and JF Properties, Inc., as the former owner of approximately 450 acres of the Property, each assigned all of their interests and obligations under the Development Agreement and the First Amendment to TW Purchase LLC and to JF Purchase LLC, respectively. Under the terms and conditions of the Bill of Sale, Assignment and Assumption Agreement dated February 1, 2007, TW Purchase LLC and JF Purchase LLC each agreed to assume all of the interests and obligations under the Development Agreement and the First Amendment. Notice of each such assignment was provided to the City on July 18, 2007.

E. Owner and the City desire to amend the Trillium Community Master Plan (the "Master Plan") for the Property as described in the Master Plan Amendment No. PLZ-15-00145 (MCMPIA15-02).

F. The City and Owner desire to enter into this Third Amendment, pursuant to A.R.S. § 9-500.05 and the City Code, to amend the Development Agreement as set forth herein, on the terms and conditions hereinafter set forth.

G. On November 1, 2016, by Ordinance No. 19-16 (the "Ordinance"), the City approved the amendment to the Master Plan for the Property as described in the Trillium Second Amended Community Master Plan dated July 14, 2016.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Owner hereby agree as follows:

1. **Amendment to Master Plan.** The Master Plan for the Property is hereby amended as described in the Master Plan Amendment No. 2 dated July 14, 2016 as prepared by Hilgart Wilson, LLC. The differences between the Master Plan, as amended by Amendment No. 2, and the City Code, are set forth in **Exhibit C** attached hereto, and are hereby approved. Owner represents and warrants that the Master Plan, as amended, is in compliance with the City's Code, including the City Development Code, except for those differences set forth in **Exhibit C** to this Third Amendment.

2. **Amendment to the Development Agreement.** The following provisions of the Development Agreement are hereby amended as set forth below:

a. **Defined Terms.** Although previously amended in the Second Amendment to the Pre-Annexation and Development Agreement (Trillium), for

convenience and clarity, the parties agree that, for the purpose of the Development Agreement and any and all subsequently executed Amendments thereto, the terms "Owner" and "Developer" shall have the same meaning and shall be used interchangeably and that the terms "Property" and "Land" shall have the same meaning and shall be used interchangeably.

b. Amendment to paragraph 5(c) of the Development Agreement under heading entitled "Community Master Plan and Annexation".

Paragraph 5(c) of the Development Agreement is hereby amended to read as follows:

City shall permit and Owner shall have the right to develop the Land consistent with this Agreement and the Master Plan, as may be amended from time to time pursuant to the requirements of the City Code subject to: (i) the submission and approval of a more detailed plan for, (1) each phase of development, (2) each plat, and (3) each site plan, and (ii) compliance with the Laws and Regulations. Subject to the foregoing and the provisions of Sections 6 and 12 of this Agreement, the right to develop the Land in accordance with the uses and densities as provided in the Master Plan is hereby vested and shall not be changed, provided, however, the City reserves the right to modify, terminate or otherwise change the Master Plan including the right to develop in accordance with the uses, densities, intensities and other standards established by the Master Plan and terminate this Agreement, if (1) material progress has not been made by the Owner or such other persons developing the Land in the commencement of construction of the elements of the public infrastructure required by the Master Plan (such as and primarily the elements relating to water, sewer and streets) **BY SEPTEMBER 21, 2025** or (2) Owner or such other persons developing the Land has not completed or caused to be completed development of (i) at least twenty percent (20%) of the Land shown on the Master Plan **BY SEPTEMBER 21, 2033** (ii) at least sixty-two percent (62%) of Land **BY SEPTEMBER 21, 2040** and (iii) one hundred percent (100%) of the Land **BY SEPTEMBER 21, 2050** as may be extended pursuant to Section 35 hereof.

c. Amendment to paragraph 21 of the Development Agreement under heading entitled "Duration".

Paragraph 21(a) of the Development Agreement is hereby amended to read as follows:

Unless terminated earlier pursuant to Section 5(c) 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 (20) years after the date of this Agreement~~ **ON SEPTEMBER 21, 2050**. ~~However, unless terminated earlier by the Town pursuant to Section 5(e) of this Agreement, if less than sixty two percent (62%) of the Land is still subject to this Agreement twenty (20) years after the date of this Agreement, this~~

~~Agreement shall automatically extend without the necessity of any notice, agreement or recording by or between the parties for an additional ten (10) years, for a total of thirty (30) years, at which time this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by or between the parties.~~ Upon the termination of this Agreement, neither party shall have any further obligations under this Agreement. However, such termination shall not affect any executed and delivered Service Agreement or 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.

3. **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 below:

Owner: JF Purchase LLC and TW Purchase LLC
c/o El Dorado Holdings, Inc.
8501 North Scottsdale Road, Suite 120
Scottsdale, Arizona 85253
Attention: Linda Cheney

With a copy to: Stephen C. Earl
Earl, Curley & Lagarde, P.C.
3101 North Central Avenue, Suite 1000
Phoenix, Arizona 85012

City: City of Buckeye
530 East Monroe
Buckeye, Arizona 85326
Attention: City Manager

With copy to: Scott W. Ruby, Esq.
Gust Rosenfeld, P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553

4. **Exhibits.** The following Exhibits are incorporated herein and made a part of this Third Amendment by this reference.

- a. **Exhibit A:** Legal description of the Property
- b. **Exhibit B:** Depiction of the Property
- c. **Exhibit C:** Difference Between Master Plan, as amended by Amendment No. 3 and the City Code

5. **Non-Default and Waiver of Claims.** By executing this Third Amendment, Owner affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Development Agreement, as amended. Owner knowingly and voluntarily forever releases and discharges 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 Owner has against the City, and arising from actions, omissions, delays or other events that occurred prior to the date of the Development Agreement. Owner on behalf of itself and all other parties having an interest in the Land intends to encumber the Land with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by the Development Agreement, as amended, and by signing this Third Amendment waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land that Owner of the Land may have now or in the future under the provisions of Ariz. Rev. Stat. Sections 12-1134 through and including 12-1136 resulting from the Development Agreement, as amended, or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by the Development Agreement, as amended, to be enacted, adopted or applied by the City now or hereafter. Owner acknowledges and agrees the terms and conditions set forth in the Development Agreement, as amended, cause an increase in the fair market value of the Land and such increase exceeds any possible reduction in the fair market value of the Land caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by the Development Agreement, as amended, and adopted or applied by the City to the Land.

6. **Encumbrance of the Property.** The provisions, terms and restrictions of this Third Amendment shall run with and bind the Property as equitable servitudes and also as covenants running with the land.

7. **Recording.** This Third Amendment may be recorded in the office of the Maricopa County Recorder.

8. **Authority.** Owner individually warrants, with respect to their own status only, that they have the requisite authority to bind the entity on whose behalf they are signing and no other consents are required.

9. **Counterparts.** For convenience, this Third Amendment may be executed in one or more counterparts and each executed counterpart shall for all purposes be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument. This Third Amendment, and the First and Second Amendments, together with the Development Agreement, will constitute the entire Agreement between the parties and supercedes all previous written or oral agreements or understandings regarding the subject matter of the Third Amendment, the Second Amendment, the First Amendment, and the Development Agreement.

10. **Effect of Third Amendment.** In all other respects, the Development Agreement is affirmed and ratified, and, except as expressly modified by the First Amendment, the Second Amendment, and this Third Amendment, all terms and conditions of the Development Agreement shall remain in full force and effect.

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

12. **Definitions and Conflicting Provisions.** Unless otherwise separately defined in the First Amendment, the Second Amendment, and this Third Amendment, all capitalized terms contained herein shall be given the meaning set forth for such terms in the Development Agreement. Any understandings, terms or conditions between the City and Owner relating directly and expressly to the subject matter of this Third Amendment not set forth herein shall be deemed to be superseded by this Third Amendment. All of the terms, provisions and conditions of the Development Agreement, the First Amendment, the Second Amendment and this Third Amendment, or any other agreement to which City and Owner are or may become parties which are not expressly modified, amended or clarified by this Third Amendment (or which, in context, must be deemed modified, amended or clarified hereby) shall remain in full force and effect. In the event of any conflict between this Third Amendment and the Development Agreement, the provisions of this Third Amendment shall control. The City acknowledges and agrees that Owner and their successors and permitted assignees have a right to rely, and will be relying, on the terms, provisions and conditions of this Third Amendment.

IN WITNESS WHEREOF, the City and Owner have executed and entered into this Third Amendment as of the Effective Date.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

CITY:

CITY OF BUCKEYE, an Arizona municipal corporation

By: _____
Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 20____, before me personally appeared Jackie A. Meck, the Mayor for the CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Third Amendment to the Trillium Pre-Annexation and Development Agreement on behalf of the City of Buckeye.

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)

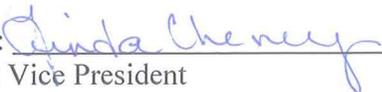
Notary Public in and for the State of Arizona

OWNER:

JF PURCHASE LLC, an Arizona limited liability company

By: El Dorado Trillium LLC,
an Arizona limited liability company
Its: Member

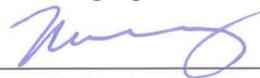
By: El Dorado Holdings, Inc.,
an Arizona corporation
Its: Manager

By: 
Its: Vice President

By: Apollo-JDMAZ Trillium JV, LLC
a Delaware limited liability company
Its: Member

By: JDMAZ Trillium Investment, LLC, a
Delaware limited liability company
Its: Manager

By: JDMAZ Investments, L.L.C.,
an Arizona limited liability
company
Its: Managing Member

By: 
Its: Authorized Representative

Date: October 10, 2016

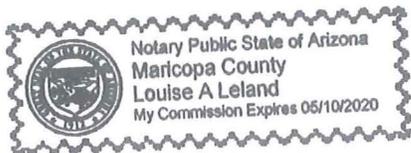
[ACKNOWLEDGEMENT ON FOLLOWING PAGE]

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 10th day of October, 2016, before me personally appeared Linda Cheney, Vice President of El Dorado Holdings, Inc., an Arizona Corporation, Manager of El Dorado Trillium LLC, an Arizona Limited Liability company, Member of JF Purchase LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the Third Amendment to the Trillium Pre-Annexation and Development Agreement on behalf of such entity.

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)



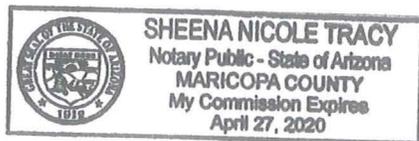
Louise A Leland
Notary Public in and for the State of Arizona

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 7th day of October, 2016, before me personally appeared Mel L. Shultz, Authorized Representative of JDMAZ Investments, L.L.C., an Arizona limited liability company, Managing Member of JDMAZ Trillium Investment, LLC, a Delaware limited liability company, Manager of Apollo-JDMAZ Trillium JV, LLC, an Delaware limited liability company, Member of JF Purchase LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Third Amendment to the Trillium Pre-Annexation and Development Agreement on behalf of such entity.

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)



Sheena Nicole Tracy
Notary Public in and for the State of Arizona

OWNER:

TW PURCHASE LLC, an Arizona limited liability company

By: El Dorado Trillium LLC,
an Arizona limited liability company
Its: Member

By: El Dorado Holdings, Inc.,
an Arizona corporation
Its: Manager

By: Jinda Cheney
Its: Vice President

By: Apollo-JDMAZ Trillium JV, LLC
a Delaware limited liability company
Its: Member

By: JDMAZ Trillium Investment, LLC,
a Delaware limited liability company
Its: Manager

By: JDMAZ Investments, L.L.C.,
an Arizona limited liability company
Its: Managing Member

By: [Signature]
Its: Authorized Representative

Date: October 10, 2016

[ACKNOWLEDGEMENT ON FOLLOWING PAGE]

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 10th day of October, 2016, before me personally appeared Linda Cheney, Vice President of El Dorado Holdings, Inc., an Arizona Corporation, Manager of El Dorado Trillium LLC, an Arizona limited liability company, Member of TW Purchase LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the Third Amendment to the Trillium Pre-Annexation and Development Agreement on behalf of such entity.

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)



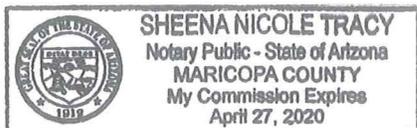
Louise A Leland
Notary Public in and for the State of Arizona

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 7th day of October, 2016, before me personally appeared Mel L. Shultz, Authorized Representative of JDMAZ Investments, L.L.C., an Arizona limited liability company, Managing Member of JDMAZ Trillium Investment, LLC, a Delaware limited liability company, Manager of Apollo-JDMAZ Trillium JV, LLC, a Delaware limited liability company, Member of TW Purchase LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Third Amendment to the Trillium Pre-Annexation and Development Agreement on behalf of such entity.

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)



Sheena Nicole Tracy
Notary Public in and for the State of Arizona

INDEX OF EXHIBITS

- Exhibit A** - Legal Description of the Property
- Exhibit B** - Depiction of the Property
- Exhibit C** - Differences between the Master Plan, as amended by Amendment No. 3, and the City Code

**EXHIBIT A
TO
THIRD AMENDMENT TO THE TRILLIUM PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT**

[Legal Description of the Property]

(See following page.)

EXHIBIT "A"
TRILLIUM
LEGAL DESCRIPTION

A portion of land being situated within the East half of Section 12, All of Sections 13 & 24, Township 3 North, Range 5 West and the South half of Section 7, the Southwest Quarter of Section 8, all of Section 18 and the West half of Section 17, Township 3 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County Arizona being more particularly described as follows:

BEGINNING at a GLO brass cap accepted as the Northeast corner of said Section 12;

Thence South 00°29'33" West, 2639.92 feet along the east line of the Northeast Quarter of said Section 12 to a GLO brass cap accepted as the East Quarter corner of said Section 12;

Thence leaving said east line, South 89°32'36" East, 5278.66 feet along the east-west mid-section line of said Section 7 to a Maricopa County brass cap flush accepted as the East Quarter corner of said Section 7;

Thence South 89°33'26" East, 2571.16 feet along the east-west mid-section of said Section 8 to the westerly Right-of-Way line of Sun Valley Parkway as filed in Book 33 of Road Maps, Page 4 records of Maricopa County, Arizona;

Thence leaving said east-west line, South 00°20'16" West, 2641.38 feet along said westerly Right-of-Way line of Sun Valley Parkway;

Thence continuing along said westerly Right-of-Way of Sun Valley Parkway South 00°31'18" West, 5282.01 feet to the south line of said Section 17;

Thence leaving said westerly Right-of-Way line of Sun Valley Parkway, North 89°33'53" West, 2565.49 feet along said south line of said Section 17 to a GLO brass cap accepted as the Southwest corner of said Section 17;

Thence North 89°24'50" West, 2630.45 feet along the south line of said Section 18 to a GLO brass cap accepted as the South Quarter Corner of said Section 18;

Thence continuing along said south line, North 89°27'49" West, 2645.65 feet to a GLO brass cap accepted as the Southwest corner of said Section 18;

Thence leaving said south line, South 00°48'13" West, 2637.33 feet along the east line of said Section 24 to a GLO brass cap accepted as the East Quarter corner of said Section 24;

Thence continuing along said east line, South 00°19'45" West, 2638.85 feet to a Maricopa County aluminum cap accepted as the Southeast corner of said Section 24;

Thence leaving said east line, North 89°33'33" West, 2646.08 feet along the south line of said Section 24 to a GLO brass cap accepted as the South Quarter corner of said Section 24;

Thence continuing along said south line, North 89°34'10" West, 2639.24 feet to a GLO brass cap accepted as the Southwest corner of said Section 24;

Thence leaving said south line, North 00°21'42" East, 2633.91 feet along the west line of said Section 24 to a GLO brass cap accepted as the West Quarter corner of said Section 24;

Thence continuing along said west line, North 00°30'48" East, 2634.75 feet to a GLO brass cap accepted as the Southwest corner of said Section 13;

Thence North 00°29'54" East, 2641.92 feet along the west line of said Section 13 to an aluminum cap accepted as the West Quarter corner of said Section 13;

Thence continuing along said west line, North 00°29'37" East, 2641.52 feet to a brass cap flush accepted as the Northwest corner of said Section 13;

Thence South 89°26'52" East, 2643.11 feet along the north line of said Section 13 to a GLO brass cap accepted as the South Quarter corner of said Section 12;

Thence North 00°28'58" East, 5302.64 feet along the north-south mid-section line of said Section 12 to a found GLO brass cap accepted as the North Quarter corner of said Section 12;

Thence South 89°08'52" East, 2642.03 feet along the north line of said Section 12 to the **POINT OF BEGINNING**.

Said portion of land containing 131947946.25 s.f., or 3029.108 acres, more or less and being subject to any easements, restrictions, and/or rights-of-way.

This description shown hereon is not to be used to violate subdivision regulations of the state, county and/or municipality of any other land division restrictions.

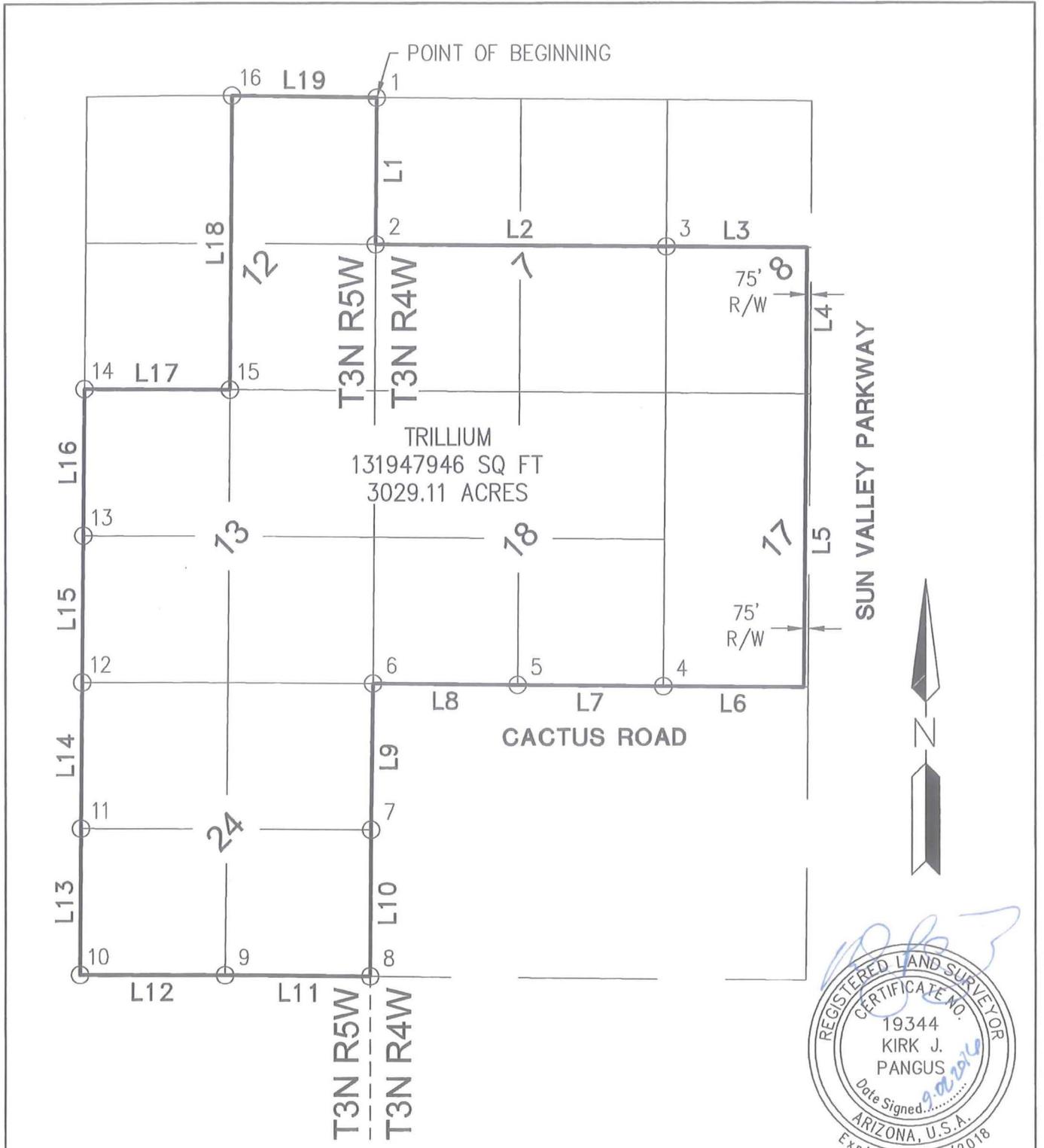
Prepared by: HilgartWilson, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1175
Date: September 2016



**EXHIBIT B
TO
THIRD AMENDMENT TO THE TRILLIUM PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT**

[Depiction of the Property]

(See following page.)



SEE LAST SHEET OF THIS EXHIBIT "B"
FOR SECTIONAL INFORMATION

PAGE 3 OF 4

PROJ.NO.: 1175	TRILLIUM	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEP 2016		
SCALE: NTS	SUN VALLEY PKWY & CACTUS RD	
DRAWN BY: DSP	MARICOPA COUNTY, ARIZONA	
CHECKED BY: KJP	EXHIBIT "B"	

SECTIONAL MONUMENT INFORMATION

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°29'33"W	2639.92'
L2	S89°32'36"E	5278.66'
L3	S89°33'26"E	2571.16'
L4	S00°20'16"W	2641.38'
L5	S00°31'18"W	5282.01'
L6	N89°33'53"W	2565.49'
L7	N89°24'50"W	2630.45'
L8	N89°27'49"W	2645.65'
L9	S00°48'13"W	2637.33'
L10	S00°19'45"W	2638.85'
L11	N89°33'33"W	2646.08'
L12	N89°34'10"W	2639.24'
L13	N00°21'42"E	2633.91'
L14	N00°30'48"E	2634.75'
L15	N00°29'54"E	2641.92'
L16	N00°29'37"E	2641.52'
L17	S89°26'52"E	2643.11'
L18	N00°28'58"E	5302.64'
L19	S89°08'52"E	2642.03'

1. NORTHEAST CORNER OF SEC.12, T3N, R5W, FOUND GLO BRASS CAP
2. EAST QUARTER CORNER OF SEC.12, T3N, R5W, FOUND GLO BRASS CAP
3. EAST QUARTER CORNER OF SEC.7, T3N, R4W, FOUND MARICOPA COUNTY BRASS CAP FLUSH
4. SOUTHWEST CORNER OF SEC.17, T3N, R4W, FOUND GLO BRASS CAP
5. SOUTH QUARTER CORNER OF SEC.18, T3N, R4W, FOUND GLO BRASS CAP
6. SOUTHWEST CORNER OF SEC.18, T3N, R4W, FOUND GLO BRASS CAP
7. WEST QUARTER CORNER OF SEC.24, T3N, R4W, FOUND GLO BRASS CAP
8. SOUTHEAST CORNER OF SEC.24, T3N, R4W, FOUND MARICOPA COUNTY ALUMINUM CAP
9. SOUTH QUARTER CORNER OF SEC.24, T3N, R5W, FOUND GLO BRASS CAP
10. SOUTHWEST CORNER OF SEC.24, T3N, R5W, FOUND GLO BRASS CAP
11. WEST QUARTER CORNER OF SEC.24, T3N, R5W, FOUND GLO BRASS CAP
12. SOUTHWEST CORNER OF SEC.13, T3N, R5W, FOUND GLO BRASS CAP
13. WEST QUARTER CORNER OF SEC.13, T3N, R5W, FOUND ALUMINUM CAP
14. NORTHWEST CORNER OF SEC.13, T3N, R5W, FOUND BRASS CAP FLUSH
15. SOUTH QUARTER CORNER OF SEC.12, T3N, R5W, FOUND GLO BRASS CAP
16. NORTH QUARTER CORNER OF SEC.12, T3N, R5W, FOUND GLO BRASS CAP



PROJ.NO.: 1175	TRILLIUM SUN VALLEY PKWY & CACTUS RD MARICOPA COUNTY, ARIZONA	HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEP 2016		
SCALE: NTS	EXHIBIT "B"	
DRAWN BY: DSP		
CHECKED BY: KJP		

**EXHIBIT C
TO
THIRD AMENDMENT TO THE TRILLIUM PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT**

[Differences between the Master Plan as amended by Amendment No. 3 and the City Code]

(See following page.)

EXHIBIT C
TRILLIUM CMP AMENDMENT MODIFICATIONS TO THE
CITY OF BUCKEYE, ARIZONA DEVELOPMENT CODE

This document outlines modifications to the City of Buckeye, Arizona Development Code, effective January 16, 2010 and last amended January 2, 2016 as compared to the Trillium Community Master Plan (CMP) Amendment, dated July 14, 2016.

All items modified in the Development Code by the Trillium CMP are noted in bold and with a larger font size in this document. All references to Article, Table, and Section are per the City of Buckeye, Arizona Development Code.

Kennel, indoor/outdoor	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Veterinary clinic	P	NP	NP	NP	NP	NP	NP	C	NP	NP	NP	NP	NP	NP	NP	C
Farmers market	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Marjor entertainment facility, outdoor	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Racetrack (auto, dog, & horse)	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
RV campground	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
RV Park	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Shooting range, outdoor	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Zoo	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Feed store	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Open-air, market or flea market	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Nursery & plant sales	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Plant sales, retail	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Gasoline sales	C	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Bed & Breakfast	C	C	C	C	C	C	C	C	NP	C	C	C	C	C	C	C
Boarding house/ guest room	NP	NP	C	C	C	NP	C	C	NP	NP	NP	NP	NP	NP	NP	NP
Group home	P	C	C	C	NP	NP	C	C	P⁽⁴⁾	C⁽⁴⁾	C⁽⁴⁾	C⁽⁴⁾	NP	NP	NP	C⁽⁴⁾

Group recovery home	C	C	C	NP	NP	NP	C	C	C ⁽⁴⁾	C ⁽⁴⁾	C ⁽⁴⁾	NP	NP	NP	C ⁽⁴⁾	C ⁽⁴⁾
									<p>P = Permitted NP= Not Permitted C= Conditional Use T= Temporary Use</p> <p>1. "Primary" cell sites, as shown on Exhibit 26, Wireless Communication Facilities in the CMP, are permitted. Otherwise, they remain a conditional use.</p> <p>2. Conditional Use within Trillium, Village 4 for the purpose of expanding the Trillium wastewater treatment plant to accommodate offsite waste water flows.</p> <p>3. Permitted as a temporary use within Trillium for the purpose of providing a temporary treatment plant to accommodate phasing prior to final construction of the wastewater treatment plant.</p> <p>4. Group homes and/or Group recovery homes shall not be permitted within 800 radial feet (as measured from the closest property lines) of another Group home or Group recovery home.</p>							

Article 3: Use Regulations										
Mixed Use and Non- Residential										
Use Type	Table 3.1-5: Table of Allowed Uses					Trillium Amended Mixed Use and Non-Residential Uses				
	NMU	PO	C-1	C-3	BP	NMU	PO	C-1	C-3	BP
Utility facility, major	NP	NP	NP	C	C	T⁽²⁾	T⁽²⁾	T⁽²⁾	C	C
Tower (including any facility with a tower)	C	C	C	P	P	P⁽¹⁾	P⁽¹⁾	P⁽¹⁾	P	P
Shelter care facility, homeless	C	NP	C	C	NP	NP	NP	NP	C	NP
Convenience store with gas sales	C	NP	P	P	C	NP	NP	P	P	C
Tobacco oriented retailer	C	NP	C	P	NP	NP	NP	C	P	NP
Gasoline sales	C	NP	P	P	C	NP	NP	P	P	C
Vehicle sales & rental	C	NP	NP	P	P	NP	NP	NP	P	NP
Vehicle service & repair, major	C	NP	NP	P	NP	NP	NP	NP	P	NP
Vehicle service & repair, minor	P	NP	P	P	NP	NP	NP	NP	P	NP
Bed & breakfast	P	NP	P	NP	NP	NP	NP	NP	NP	NP
Group home	C	NP	C	C	NP	C⁽³⁾	NP	NP	C⁽³⁾	NP

Group recovery home	C	NP	C	C	NP	C ⁽³⁾	NP	NP	C ⁽³⁾	NP
Cemetery	NP	NP	P	P	P	NP	NP	NP	NP	NP
Crematorium or funeral parlor	NP	NP	P	P	P	NP	NP	NP	NP	NP
Hospital	NP	C	NP	P	P	NP	NP	NP	NP	P
Animal training school	NP	NP	NP	P	P	NP	NP	NP	NP	NP
Kennel, indoor only	NP	NP	NP	P	P	NP	NP	NP	NP	P
Veterinary clinic	P	NP	P	P	P	P	NP	P	NP	P
Race track (auto, dog, & horse)	NP	NP	NP	C	C	NP	NP	NP	NP	NP
Zoo	NP	NP	NP	C	NP	NP	NP	NP	NP	NP
Sexually oriented business	NP	NP	NP	C	NP	NP	NP	NP	NP	NP
Boat, and RV storage	NP	NP	NP	C	NP	NP	NP	NP	NP	NP
Recycling Center, indoor	NP	NP	NP	NP	C	NP	NP	NP	NP	NP

P = Permitted
NP= Not Permitted
C= Conditional Use
T= Temporary Use

1. "Primary" cell sites, as shown on Exhibit 26, Wireless Communication Facilities in the CMP, are permitted. Otherwise, they remain a conditional use.

2. Permitted as a temporary use within Trillium for the purpose of providing a temporary treatment plant to accommodate phasing prior to final construction of the wastewater treatment plant.

3. Group homes and/or Group recovery homes shall not be permitted within 800 radial feet (as measured from the closest property lines) of another Group home or Group recovery home.

Article 3: Use Regulations

Towers; Transmitting Station Standards

Section 3.2.2.1.1 - Transmitting Station

This section has been modified as follows:

Transmitting stations may be located on the ground, on mixed use or non-residential buildings, or on a structure such as a flagpole, light standard, or water tower, but only within those zoning districts indicated in Table 3.1-1 or those “primary” facilities as indicated on Exhibit 26, **Wireless Communication Facilities in the CMP.**

Antennae mounted to the roof of a structure is allowed to exceed the established building height by 20 feet provided antennas are concealed or otherwise integrated into the building architectural design.

Antennae mounted to the sides of a building is allowed to exceed the established building height by 20 feet provided antennas are concealed or otherwise integrated into the building architectural design.

a. If mounted on the ground, the maximum height of a transmitting station shall be the same as for any other structure in that zoning district.

b. If mounted on a mixed use or non-residential building, or other structure such as flagpole, light standard, or water tower, the maximum height of the transmitting station shall not exceed ten feet above the highest point on the building (excluding the transmitting station) or the maximum height of a building in that zoning district as shown in Article 4, Dimensional Standards.

Section 3.2.2.1.2.a - Evidence of Need for Tower

The following is added to this section:

All wireless communication companies shall be required to locate on existing towers in the Trillium CMP unless an approved, independent radio frequency (RF) study confirms the need for a new wireless communication facility.

Section 3.2.2.1.2.b - Basic Maximum Height and
Section 3.2.2.1.2.c - Co Location Bonus Height

These sections are replaced with:

All freestanding structures shall be restricted to 75 feet in conditional use zones or as a secondary use and 125 feet in permitted use zones. Height for a freestanding tower must be measured from grade to the highest point on the tower structure, including any installed antennae and lighting and supporting structures.

Section 3.2.2.1.2.d - Yards

This section is replaced with:

Accessory equipment located on the ground shall meet the setback requirements of the underlying district, unless the equipment is located within public right-of-way or within a walled compound. The location of the equipment in public right-of-way shall be subject to review and approval by the City of Buckeye.

The required setback shall be equal to the height of the tower unless sited adjacent to major power transmission corridors or utility substations, in which case the setback shall not apply to side(s) adjacent to the power transmission corridor or utility substation.

Section 3.2.2.1.2.f - Buffering, Screening, and Fencing

This section is modified as follows:

All fences and walls, **other than wireless facilities that are part of a Distributed Antenna System approved by the City to be located within public right-of-way**, must be screened as provided in Section 5.4.5, Fences, Walls, and Screening. The base of the tower and each guy anchor must be surrounded by a fence or wall at least eight feet in height that effectively screens the view of the tower compound and accessory facilities from view from adjacent streets and properties.

New wireless communication facilities that are part of a Distributed Antenna System (DAS) approved by the City to be located within public right-of-way are exempt from the masonry screen wall and setback requirements when antenna are mounted on light standards, traffic control poles, and other existing structures. In this case, an alternate screening plan shall be provided by the Landowner to the Development Services Director for review and approval.

Stealth sites are a requirement in any residential or mixed-use zoned property.

Section 3.2.2.1.2.g - Co-Location on Existing Towers

The following is added to this section:

All freestanding structures shall be designed to accommodate a minimum of two wireless communication companies.

Section 3.2.2.1.2.h - Construction Standards

The following is added to this section:

Antennae mounted to the sides of a building shall not extend from the wall of the building more than fifteen (15) inches.

Antennae mounted to other vertical elements shall be painted to match the structure.

Antennae attached to major power line transmission towers:

i. The antenna array and any related equipment on a major utility transmission tower or pole shall be located below the power lines.

ii. Antenna and cabling shall be painted to match the existing structure.

Antennae attached to other existing vertical elements, including structures, ball field lights, or other pole-like features:

i. The maximum width of the antenna array shall not exceed four (4) feet from center to center of antenna panels.

Section 3.2.2.1.2.i - Access

This section is replaced with:

Wireless communication facilities shall be served by a durable, all-weather drive from a roadway right-of-way or access easement. Said drive shall be constructed with an all-weather surface consisting, at a minimum, of aggregate base course (ABC) with a dustless surface and shall be able to support emergency vehicles.

Section 3.2.2.1.2.j - Maintenance, Operation, and Removal

The following is added to this section:

Each tower owner shall maintain the equipment building(s) and the support or tower structure; including the cost of removal in the event the facility is abandoned for more than one year.

Article 4: Dimensional Standards

Residential

Table 4.1-1: Dimensional Standards - Residential Districts

Trillium Amended Dimensional Standards - Residential Districts

		SF 43	SF 18	SF 10	SF 6	SF 3	SF 1	MF 1	MF 2										
		SF 43	SF 18	SF 10	SF 6	SF 3	SF 1	MF 1	MF 2	SF 43	SF 18	SF 10	SF 6	SF 3	SF 1	MF 1	MF 2		
Density, max (du/ gross acre)		-	-	-	-	-	-	15.0	no max; 15.1 min	Density, max (du/ gross acre)	-	-	-	-	-	-	15.0	no max; 15.1 min	
Lot Size (sq. ft.)		43,000	18,000	10,000	6,000	3,000	1,000	-	-	Lot Size (sq. ft.)	43,000	18,000	10,000	6,000	3,000	1,000	-	-	
Lot Width (ft) [1]		140	100	80	55	30	20	-	-	Lot Width (ft) [1]	140	100	70	50	30	20	-	-	
Min. Setback	Front (ft)	40	25	21	Front-loaded garage - 18 Side-loaded garage - 15 Living - 10	8	0	15	0	Min. Setback [4]	Front entry garage [8]	40	25	21	18	10	0	15	0
											Front Side entry garage [8]			15	10			-	-
											Front Living Area [8]			15	10			-	-

	Side (ft) [2]	20	15	10	5 w/ 15 aggregate	5	0 w/ 15 aggregate	5	0	Side (ft) [2][8]	Min. - 20 Total - 40	Min. - 10 Total - 25	Min. - 5 Total - 15	Min. - 5 Total - 10	0	Min. - 5 Total -	Min. - 0 Total -	
	Rear (ft) [3]	30	30	25	20	10	8	15	10	Rear (ft) [3]	30	30	25 [6]	20 [6]	10 [6]	8 [6]	15	10
	Lot Coverage, max (%)	30	45	45	50	65	65	70	95	Lot Coverage, max (%)	N/A [7]	N/A [7]	N/A [7]	N/A [7]	N/A [7]	N/A [7]	70	85
	Building Height, max (feet)	35	35	35	35	45	50	50	-	Building Height, max (feet)	35	35	35	35	45	50	50	-
	Max Disturbance Area (sq. ft.)	-	-	-	-	-	-	-	-	Max Disturbance Area (sq. ft.) [9]	20,000 (lots ranging from 30,000 - 43,000 sq. ft.)		25,000 (lots greater than 43,000 sq. ft.)		-	-	-	-

NOTES:

- [1] Lot width is measured at front building line.
- [2] An additional 5 feet of setback shall be required for all corner lots adjacent to public right-of-way.
- [3] For accessory buildings, a 5-foot minimum setback.

Notes:

- [1] Lot width is measured at the **"front garage" front yard building setback.**
- [2] An additional 5 feet, **or an open space tract a minimum of 5' in width**, of setback shall be required for all corner lots adjacent to public right-of-way.
- [3] For accessory buildings, a 5-foot minimum setback.
- [4] **A maximum 2' projection will be allowed into the setbacks for bay windows, fireplaces, overhangs, etc.**
- [5] **SF-6 lots less than 58' in width shall have side yard setbacks that total no less than 10' in width, SF-6 lots 58'-63' in width shall have side yard setbacks that total 13' in width, and SF-6 lots greater than 63' in width shall have side yard setbacks that total no less than 15' 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] Maximum lot coverage does not apply and lot coverage will be controlled by the required yard setbacks.
- [8] All corners shall have a 33'x33' sight visibility triangle.
- [9] The non-disturbance area shall not have any improvements other than necessary underground infrastructure and perimeter fencing, as described in the Individual On-Site Walls as described in Section 5.4.5.B.3 of this document. A natural area open space easement shall be granted over the non-disturbance areas.

Article 4: Dimensional Standards

Mixed Use and Non- Residential

Table 4.1-2: Dimensional Standards - Mixed Use District (NMU) Table 4.1-3: Dimensional Standards - Non-Residential and Other Districts						Trillium Amended Mixed Use and Non-Residential Dimensional Standards						
		NMU	PO	C-1	C-3	BP	NMU	PO	C-1	C-3	BP	
Residential density, maximum (DU/gross acre)		10.0	-	-	-	-	10.0	-	-	-	-	
District Size, minimum (acres)		-	-	-	15	15	-	-	-	15	15	
Setbacks	Adjacent to Residential Districts	Front (ft)	-	10	15	50	50	-	10	10	20	50
		Side (ft)	- [1]	10	30	80	50	-	10	30	30	50
		Rear (ft)	- [2]	20	30	80	50	-	20	30	50	50
	All Others	Front (ft)	-	0	0	0	Setback from peripheral property line: 25	-	0	0	0	Setback from peripheral property line: 25
		Side (ft)	- [1]	10	10	50		-	10 [1]	10 [1]	10 [1]	
		Rear (ft)	- [2]	0	0	0		-	0	0	0	
Lot Coverage, maximum (percent)		70	70	50	70	70	70	70	50	70	70	
Building Height, maximum (feet)		50	90	30	90	50	50	90	30	90	60	

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.

Notes:

[1] No requirement for side yard setback between buildings within same parcel as long as fire code and building codes are met.

Article 4: Dimensional Standards

Measurements and Exceptions

Section 4.2.4.C - Height Exceptions for Structures

The following is added to this section:

The 75 foot height limitation shall apply, but the 100 square foot horizontal area limitation shall not apply to the 3 iconic towers to be located at each major community entrance on Sun Valley Parkway and Wintersburg Parkway and to be located at the Intersection of Sun Valley Parkway and Wintersburg Parkway.

Off Street Parking Requirements

Section 4.3 - Off-Street Parking Requirements

The following is added to this section:

1) Off-street parking is not required for pocket parks or for neighborhood parks less than 4 acres in size. Off-street parking is recommended for any neighborhood park exceeding 5 acres in size and required for any neighborhood parks exceeding 8 acres in size.

2) A study may be completed in accordance with "4.3.3-Schedule C" by the developer or property owner, when the developer or property owner believes that 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. The study shall be reviewed by the City and approved by the Director.

Article 5: Development and Design Standards and Guidelines

Signs

Section 5.11 - Signs

The following is added to this section:

Trillium Monuments and Signage- signage is allowed to be placed on community, village, and neighborhood monumentation as long as the scale and character of the signage is generally in conformance with that shown on Exhibit 17, Signage in the CMP.

Article 5: Development and Design Standards and Guidelines

Table 5.4-1: Site Enhancement Landscaping Requirements (by District Type)				Trillium Amended Site Enhancement Landscaping Requirements (by District Type)		
	Residential (common areas within subdivisions and multiple-family developments only)	Commercial and Mixed Use	Industrial	Residential (common areas within subdivisions and multiple-family developments only)	Commercial and Mixed Use	Industrial
Minimum percentage of parcel to be landscaped	30%	20%	10%	<p>Multifamily - minimum of 15% landscaped area within the parcel.</p> <p>Single Family - minimum of 20% landscaped area averaged throughout Trillium. Landscaped areas include the Community Park, neighborhood and pocket parks. Each preliminary plat for single family residential parcels shall track the cumulative landscaped areas to assure the overall 20% is met. This analysis shall take into account other usable open space, parks, and recreation centers located within the vicinity of the parcel.</p>	20%	10%

Article 5: Development and Design Standards and Guidelines

Fences, Walls, and Screening

Section 5.4.5.B.1.b - Fences, Walls, and Screening, Side and Rear

The following is added to this section:

The maximum height of any privacy wall, excluding retaining wall, shall not exceed 7 feet adjacent to collector streets and 8 feet adjacent to arterial streets or parkways. The maximum height, inclusive of the privacy wall and any required retaining wall, shall not exceed 8 feet adjacent to collector streets and 9 feet adjacent to arterial streets or parkways.

Residential Building Standards and Guidelines

Section 5.7.2.C - Maximum Garage Width

This section is replaced with the following:

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 35% of the overall building façade on lots having a typical width greater than 80 feet, 45% of the overall building façade on lots having typical widths greater than 60 feet and less than or equal to 80 feet and 55% of the façade on lots having a typical lot width of 60 feet or less.

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, including those that front on an alley, courtyard or similar shared drive.

(refer to Article 10: Definitions within this document for the definition of facade.)

Section 5.7.3.B.1 - Standards for Single-Family and Two-Family Detached Residential Dwellings, Orientation of Dwellings to the Street

This section is replaced with the following:

On all lots 55 feet or less in width, each residence 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.

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 and the entrance is visible from neighboring units.

Section 5.7.3.B.2 - Architectural - Standards for Single-Family and Two-Family Detached Residential Dwelling, Architectural Variety

The following is added to this section:

As a standard feature, stone, brick, or accent façade material shall be provided on at least one elevation for each floor plan.

Large Lot Development Standards

Section 5.4.5.B.4 - Fences, Walls, and Screening, Wall and Fence Placement

The following is added to this section:

On lots 30,000 square feet or greater, perimeter walls shall be set at or outside of the disturbance limit at the side or rear property line.

Section 5.4.5.B.3 - Fences, Walls, and Screening, Wall and Fence Material

The following is added to this section:

When an individual lot, 30,000 square feet or greater, is adjacent to significant natural common area open spaces, at least 50% of the wall shall be view fence.

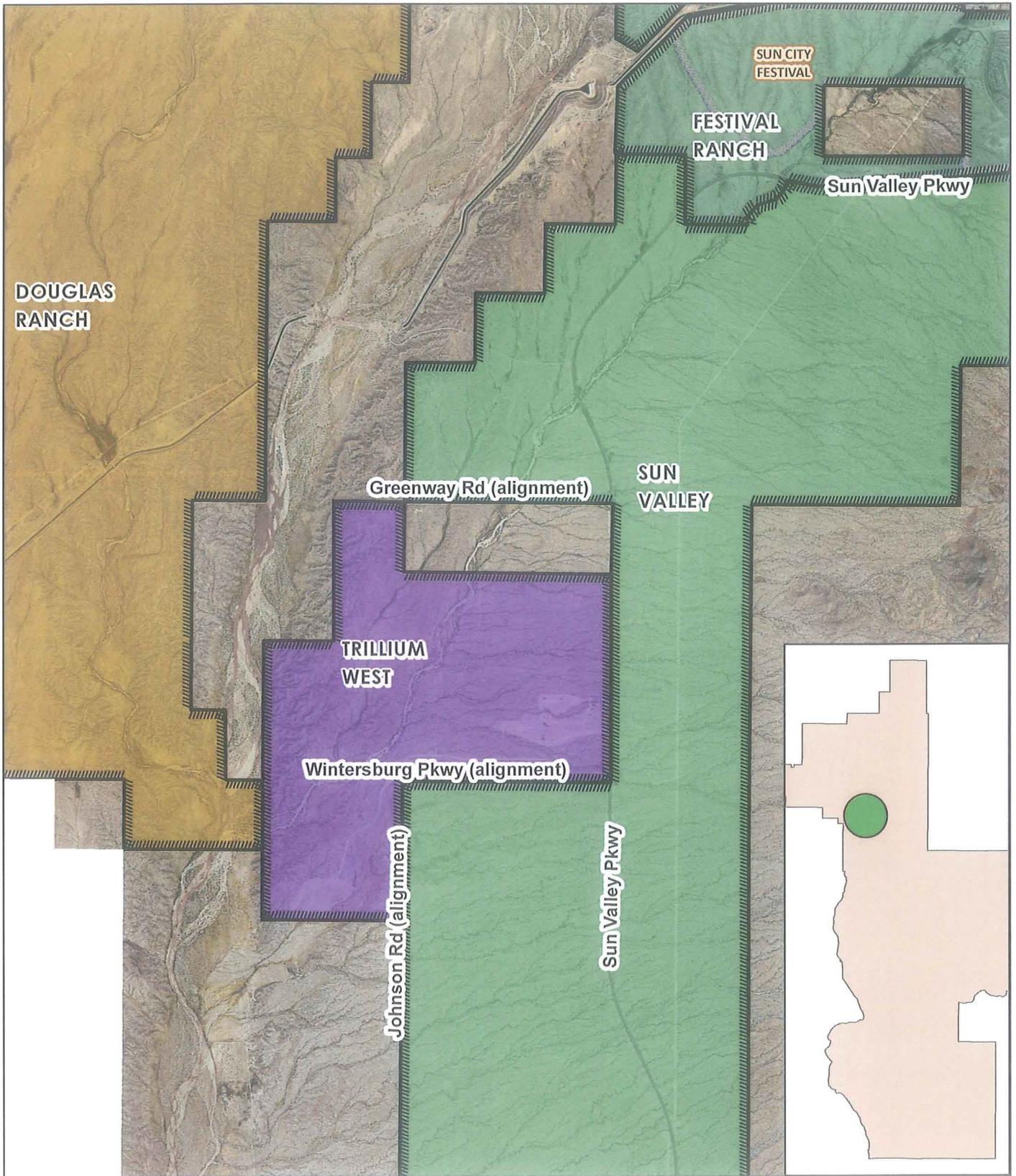
Article 10: Definitions

Section 10.4 - Definitions, Other Terms Defined

The following is added to this section:

Building façade - Front of home parallel to the street plus the following: Where livable area is forward of the garage, the length of the wall return from the forward livable area to the 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.

Vicinity Map





Community Master Plan Amendment

Report to the Planning and Zoning Commission

CASE NUMBER: PLZ-16-000145
TITLE: Trillium Community Master Plan Amendment #2
MEETING DATE: September 27, 2016
AGENDA ITEM: 6A

Applicant: Toni Bonar, Hilgart-Wilson
Owner: Linda Cheney, El Dorado Holdings, Inc.
Request: Major Amendment to Trillium Community Master Plan
Location: Generally located within the boundaries of Sun Valley Pkwy, Wintersburg Pkwy (alignment), Hassayampa River and Greenway Rd (alignment)
District: 4
Site size: Approx. 3,029 acres
Density: 6,596 maximum units (2.17 du/ac)
Public input: None known
Recommendation: **Approve** with stipulations

PROJECT DESCRIPTION

1. The request is a Community Master Plan (CMP) major amendment for Trillium to modernize the development plan, reassign land uses, increase housing diversity, incorporate the Hassayampa Valley Transportation Framework Plan, and provide employment opportunities via a business park. The amendment also eliminates the need for a separate planning unit plan or refined planning documents other than typical preliminary plats, final plats and site plans.
2. The subject property includes 3,029 acres and is located west of Sun Valley Parkway, generally north of the Wintersburg Parkway (alignment), west of the Hassayampa River, and south of Greenway Road (alignment).
3. There is no adjacent development. All adjacent lands are undeveloped, vacant desert.

AREA CONTEXT

Table 1: Existing Land Use, General Plan Designation, and Zoning District

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Master Planned Community	PC, Planned Community
North	Vacant	Low-Density Residential; Medium-Density Residential; High-Density Residential; Community Commercial	PC, Planned Community
South	Vacant (Sun Valley CMP)	Medium Density Residential	PC, Planned Community
East	Vacant (Sun Valley CMP)	Low-Density Residential; Medium-Density Residential;	PC, Planned Community
West	Vacant (Douglas Ranch CMP)	Low Density Residential; Open Space	PC, Planned Community

PUBLIC PARTICIPATION SUMMARY:

4. A joint General Plan Amendment and Community Master Plan Neighborhood meeting was held on September 22, 2015 at Festival Foothills Elementary School. There was no community members or nearby residence in attendance.

Table 2: Public Notice

Notification Element	Date
Published in Buckeye Valley News	9/8/2016
Site Posted	9/3/2016
Mailing to Property Owners w/in 500'	9/9/2016

BACKGROUND:

5. CMP03-394: Trillium West Community Master Plan, approved by Town Council on August 17, 2004
6. CMPA(M)07-07 Trillium Community Master Plan Amendment No. 1, approved by Town Council on September 21, 2010
7. Trillium Neighborhood Planning Unit 1, approved December 20, 2011
8. Trillium Neighborhood Planning Unit 3, approved December 20, 2011
9. MGPA15-02 PLZ-15-00072, Trillium General Plan Amendment, approved by Town Council on December 29, 2015

ANALYSIS:

10. The changes proposed within the Community Master Plan Amendment will bring the Trillium Community Master Plan into conformance with the approved and ratified City of Buckeye General Plan by incorporating the Hassayampa Framework Transportation Study and improving the cities jobs-to-residents balance by incorporating a 64 acre multi-use community core and a 300 acre business park. The amended CMP also includes a significant age-restricted component as well as traditional single-family neighborhoods, multi-family opportunities and large-lot residential opportunities which diversifies the housing stock and promotes multi-generational and varied lifestyle neighborhood.

Community Core

11. The 64 acre community center will be a community gathering and activity space and will include park space, a community club/recreation center, elementary school and a lake. This core also can include minor commercial, mixed-use, or higher density residential uses. An integrated 71-acre community commercial area is planned just southeast of and adjacent to the community core (Northwest corner of Sun Valley Pkwy and Wintersburg Pkwy). Grade separated pedestrian crossings are proposed to provide safe

access for children and others who are commuting to school or using the community/recreation center, parks or visiting other community core uses.

Age-restricted Community

12. Approximately 360 acres are planned for an age restricted community within Village 2. A natural open space drainage corridor will separate the age-restricted community from traditional single-family neighborhood on the south and a second open space corridor will buffer the age-restricted community from the business park on the north. The age-restricted community will be amenitized with a community recreation/club center and numerous multi-use trails. A target of 1,291 units (3.6 du/ac) is planned for the age restricted community.

Business Park

13. Village 1. Unlike previous iterations of the CMP, a significant 303 acre business park is proposed on the northern quarter of the project. The business park will improve the city's job-to-resident balance and promote Trillium as a sustainable live-work community. All access will be from Sun Valley Parkway. There is a second emergency access only connection south into the age-restricted community. Because of this single point of public access, a stipulation is proposed which will require a second point of access once the average daily traffic counts at the access point exceed 14,000 cars daily. The City will work with the developer to define the location of the second point of access as the project moves into subdivision review.
14. The business park is proposed to contain a mix of warehouse, light manufacturing, data centers, offices, business park type uses.

Traditional Neighborhoods

15. The remainder of the development is designed as a traditional master planned community with minor commercial and mixed use nodes, parks, open space, multiple school sites and variety different residential densities. Each village will have slightly different community characteristics; however all will be unified with a consistent community sign, wall, and landscaping theme package as shown in the CMP exhibits.
16. Village 2 is laced with open space, trails, neighborhood and pocket parks and has direct access to the community core. A public safety (police/fire) facility and water campus are planned at the southwest corner of Village 2. The fire department has reviewed and approves this planned location. Diverse residential options are planned in this village. The majority planned is traditional single-family residential. There are high density units

near the community core/commercial center in the southeast corner of the village which will promote townhomes, condominium and other multi-family uses. The target density of high density areas is 15 du/ac which is typical of suburban resort-style apartment complexes.

17. Village 3 is located between Wagner Wash and the Hassayampa River. The terrain is rugged with many hills and washes. This promotes a lower density village of clustered housing or large-lot development. Neighborhood and pocket parks will be provided along with open space recreation corridors. A future high school site is also proposed in this village. For all school sites, the developer will have additional discussions with Saddle Mountain Unified School district through the preliminary platting process to determine final school site size and location requirements. Adjacent to the high school is 20 acres of mixed use which will provide a small low intensity commercial office component and some residential.
18. Village 4 is located south of Wintersburg Pkwy and west of Johnson Road. It is home to a large 100-acre multi-use community park. The park will have substantial natural open space, trails, large turf areas, parking, playgrounds, basketball/tennis courts and other undefined amenities. The City of Buckeye and Trillium HOA will partner for programming which will facilitate youth and adult sports, fitness programs and more. The Village also includes parks, trails, open space, and an elementary school. The density and development type will generally be low-density single-family residential.

Open Space, Trails, and Parks

19. The project is threaded with numerous natural washes. Select washes will be preserved and enhanced for storm water management, wildlife migration, and recreational opportunities. Additionally, as the project develops native plants will be surveyed and preserved, relocated, or salvaged as determined through native plant surveys.
20. All open space will be bordered with view fencing except for special circumstances where rear yards are in close proximity. This will be determined through the preliminary plat process. 30% of the open space will be unfenced so that numerous access opportunities are present. Additionally, these penetrations improve safety and comply with CPTED requirements. This will be achieved through single-loaded streets, cul-de-sac and knuckle open spaces openings, trail/pathway corridors, parks and other methods. The 30% open penetration requirement will not be enforced for powerline corridors and adjacent to the business park.

21. The community will provide 7 acres of active open space for every 1,000 residents. Additionally the overall open space will be 20% of the total site area which is in accordance with community services requirements.

Zoning Development and Land Use Standards

22. CMPs are customized master planned developments and almost always have unique land use and development standards. Trillium uses the 2010 Development Code as a base for development and has numerous modifications which will support the vision for the development. These modifications include adjustments to permitted uses, setbacks and lot coverage and residential design requirements. These changes clarify design intents, preserve additional natural open space, and improve screening and neighborhood use mixes. Staff has reviewed all these modifications and is supportive of the changes.

Master Drainage Plan, Water Plan, Wastewater Plan

23. Water Resources and Engineering have reviewed the materials provided with the CMP and have no further comments. Further refinements to the master plans will be managed as the project moves through the development process.

Development Agreement and Stipulations

24. A separate development agreement amendment is in review and will be forwarded to City Council for consideration with this request.
25. The applicant has reviewed and agrees to all stipulations.

RECOMMENDATION:

26. Staff recommends the Planning and Zoning Commission motion for **approval** with stipulations a-q, for the following reasons:
 - Conformance with General Plan
 - Development is compatible with adjacent land uses and approved plans
 - Conformance with Development Code
 - No outstanding issues for reviewing departments
 - a. Development of the property shall be in general conformance with the Community Master Plan entitled Trillium 2nd Amended Community Master Plan” consisting of 50 pages, exhibits and appendices, dated July 14, 2016 and stamped received July 18, 2016, except as modified by the following stipulations.

- b. A native plant inventory shall be required prior to any development or construction activities. The native plant inventory shall define methods for transplanting materials to a nursery, on-site or off-site, during construction and transplanting back to the site when a landscaping plan is implemented. Formal transplanting guidelines are available from 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.
- d. Street right-of-way dedications shall match the City of Buckeye Engineering Design Standards Section 6-3 – Street Planning and Design Criteria.
- e. Roadway geometrics and intersection spacing shall be in compliance with the City of Buckeye Engineering Design Standards Section 6-3 – Street Planning and Design Criteria.
- f. The Property Owner/Developer shall provide for channelization of off-site storm water that will be intercepted by this project in accordance with a Final Drainage Report as approved by the City Engineer, which shall be submitted along with the first submittal of the improvements plans. In the case where work related to interception of off-site storm water is required on adjacent parcels of land not controlled by the Property Owner/Developer, the Property Owner/Developer shall first obtain a drainage easement from the adjacent parcel owners. Said drainage easements shall be executed and submitted to the City prior to approval of the Grading Plans and shall be recorded prior to approval of the Final Plat for this project.
- g. Reconcile any outstanding comments from the Flood Control District of Maricopa County on the current Master Drainage Report for Trillium (comments to be provided under separate cover).
- h. A Floodplain Use Permit from the Flood Control District of Maricopa County is required for this project prior to the City issuing a grading permit.
- i. A minimum of a complete half-street cross-section for perimeter streets per the COB EDS 6-3.801 is required along Trillium’s boundary as determined by the City Engineer.
- j. All sewer vault and haul operations are required to be permitted by MCESD prior to City approval.
- k. Developer shall update the Traffic Impact Analysis with each phase of development of the business park (Village 1). A second point of access to serve the business park shall be provided if and when any phase of development increases the total projected Average Daily Traffic (ADT) to 14,000 or above. The second point of access can be an additional street connecting to Sun Valley Parkway as long as a minimum of 660 feet of separation is maintained between

the 2 streets. Right of way for the second point of connection shall be reserved until such time it is determined whether or not a second point of access is required.

- l. A street shall not be extended to the north property line of the business park unless written proof is provided to the City that the property owner to the north has or is in agreement to dedicate right of way to the proposed Greenway Road alignment.
- m. D104.3 Remoteness Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses. 2 points of emergency FD access will be required for both commercial and residential developments.
- n. B101.1 Scope. The procedure for determining fire-flow requirements for buildings or portions of buildings hereafter constructed shall be in accordance with this appendix. This appendix does not apply to structures other than buildings. All parcel phases will be required to meet the IFC 2012 appendix "B" fire flow requirements or Current City of Buckeye Adopted Fire Code.
- o. 503.1.2.1 Additional access. Residential developments where the number of dwelling units exceeds 10 shall be provided with two separate and approved fire apparatus access roads unless the homes are equipped with fire sprinkler systems or as determined by the Fire Chief.
- p. [A] 102.4 Application of building code. The design and construction of new structures shall comply with the International Building Code, and any alterations, additions, changes in use or changes in structures required by this code, which are within the scope of the 2012 International Building Code, shall be made in accordance therewith. Or current City Building Code.
- q. [A] 102.5 Application of residential code. Where structures are designed and constructed in accordance with the 2012 International Residential Code, the provisions of this code shall apply as follows: Or current City of Buckeye Building Code.
 - 1. Construction and design provisions: Provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall also apply.
 - 2. Administrative, operational and maintenance provisions: All such provisions of this code shall apply.
 - 3. Site plan FD approval will be required for each parcel phase development.

ATTACHMENTS

- Vicinity Map (Aerial Photo)
- Land Use Map
- Zoning Map
- Narrative

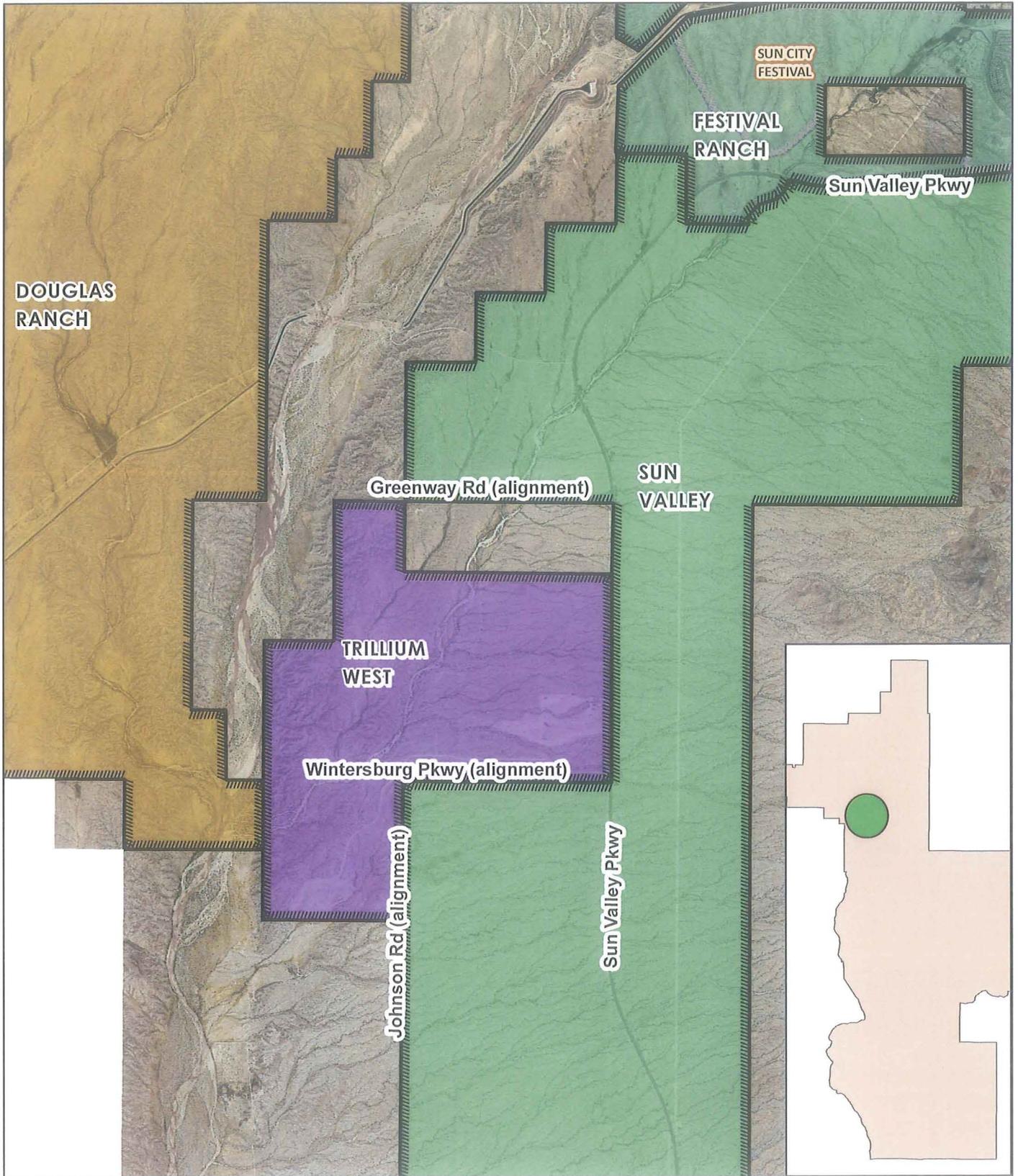
Prepared By:

Ed Boik, AICP, Principal Planner

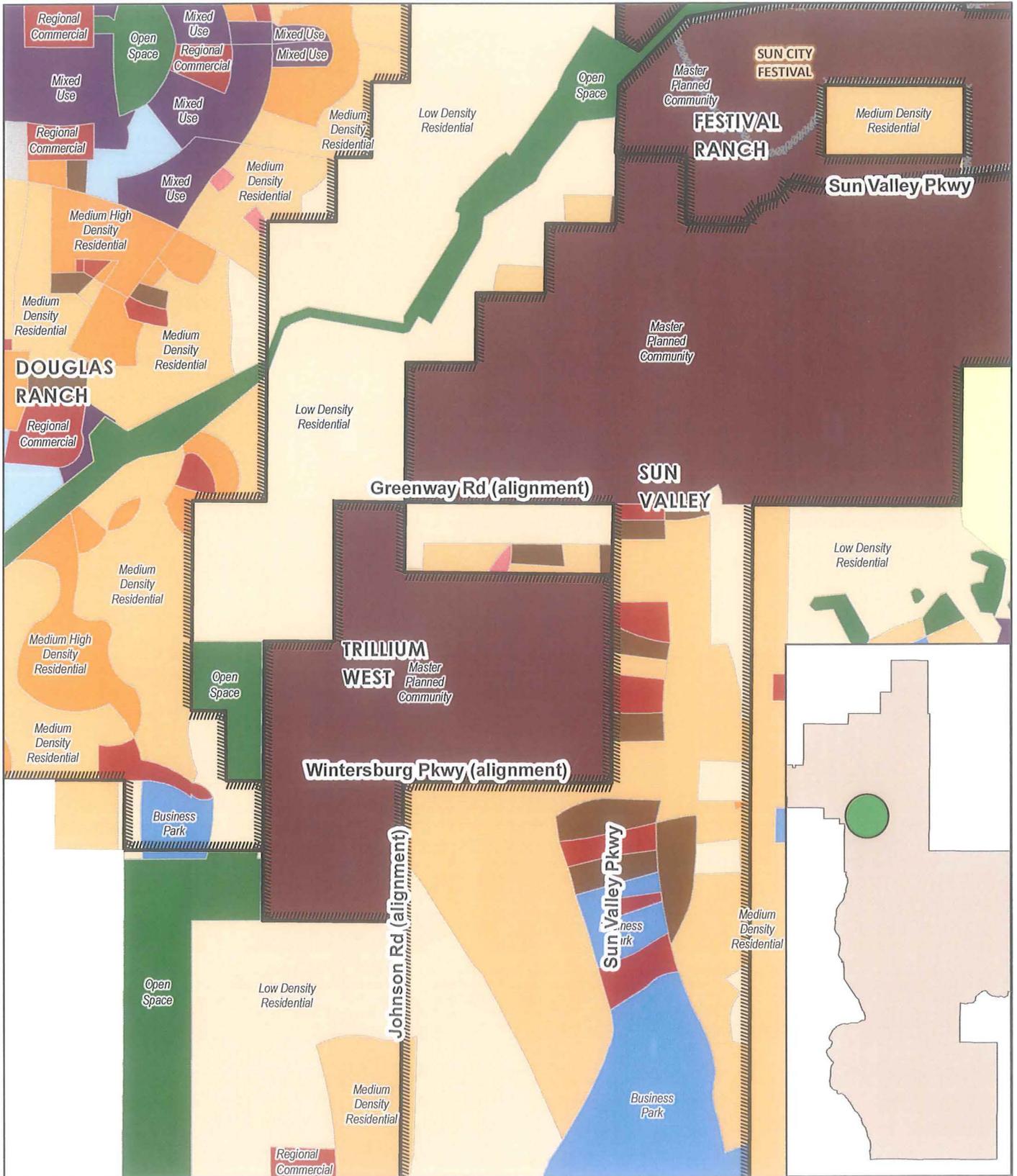
Reviewed By:

Terri Hogan, AICP, Deputy Director of Planning

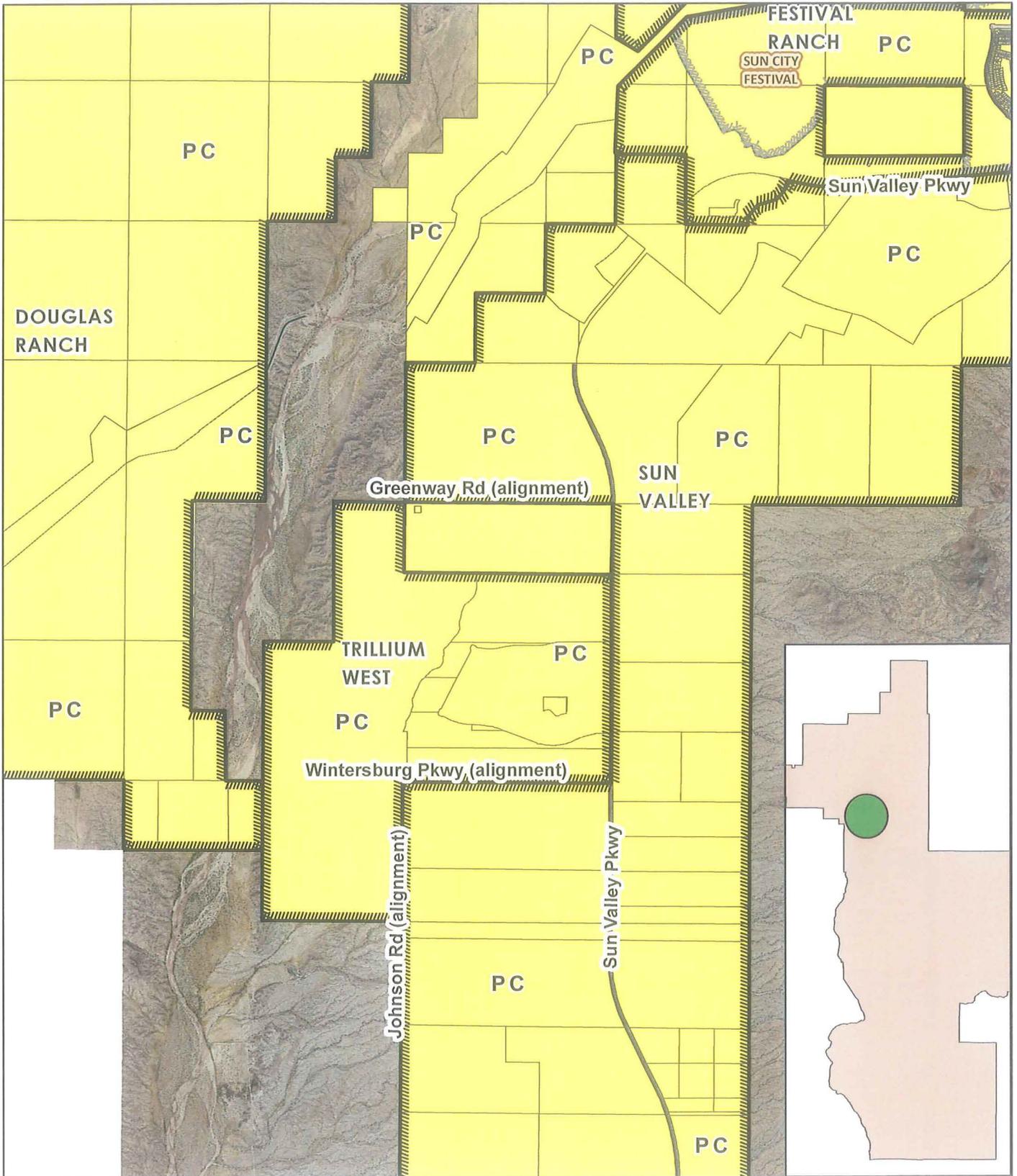
Vicinity Map



Land Use Map



Zoning Map



Trillium

Second Amended Community Master Plan





Community Master Plan
Major Amendment Number 2

Buckeye, Arizona
July 14, 2016

Applicant

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- Appendix A - Biological Evaluation Reliance Letter
- Appendix B - Archaeological Survey Reliance Letter
- Appendix C - Master Drainage Report
- Appendix D - Master Potable Water Report
- Appendix E - Master Wastewater Report
- Appendix F - Master Reclaimed Water Report
- Appendix G - Traffic Impact Study
- Appendix H - Sun Valley Area Plan (on file with the City)
- Appendix I - Saddle Mountain Unified School District Support Letter
- Appendix J – Title Report

Overview

In 1888, settlers named a canal in a small rural Arizona community "Buckeye," after the state tree of their home state of Ohio. The canal's great influence on the farming community allowed the City to subsequently take on the name as well. Trillium reflects on the roots of these early Buckeye settlers. Trillium is a wildflower that grows in untouched areas of woods; the white trillium is the state wildflower of Ohio. The name has an elevated tone, yet maintains an element of the rare and wild. Trillium is rooted from the "tri" aspect of the flower. There are three leaves and three petals. In relation to our development, Trillium reflects not only the surrounding three environmental elements: the two mountain ranges and riverbed; Trillium suggests a balance between the past, present and future of The City of Buckeye.

The 3,029 acres that make up the Trillium community (hereinafter referred to as Trillium, Project, Property, or Community) are part of the larger, previously approved, Sun Valley Area Plan. As such, the land uses and street alignments have been generally determined. Refer to **Exhibit 1, Surrounding Land Uses and Street Alignments** for land uses and general locations. These surrounding uses and alignments are general in nature and not as refined as Trillium. The applicant has worked closely with the City of Buckeye to determine preferred roadway alignments. When the land plans for the surrounding developments are refined, their street alignments are anticipated to also be refined and realigned to match those of Trillium, where appropriate.

The Trillium Community Master Plan (CMP) was initially approved in 2004 and later amended in 2009. **Exhibit 2, Existing Sun Valley & Trillium Land Use Plan** graphically depicts the Sun Valley Area Plan with the first amended CMP. A copy of **Appendix H**, Sun Valley Area Plan is on file with the City.

This proposed second amended CMP is a result of a change in the ownership's vision for Trillium. While the underlying concept of creating a viable community is retained, the proposed modifications improve upon the original concept by establishing a defined active adult community with its own club/recreation center, creating a Community Core, adding a Community Park, and providing additional employment opportunities via the neighborhood and regional commercial parcels, and the Business Park. The following principles are the guiding elements of this amendment.

- Create a significant Community Core of approximately 64 acres in size. This Community Core will become a gathering place for the overall Community while creating a focal point and sense of arrival. The uses within this Community Core are envisioned to include a neighborhood park, club/recreation center, elementary school, and an additional parcel that could include commercial, residential or mixed use uses.

- Create community character, connectivity, and recreational opportunities with a large, 102-acre, centralized Community Park consisting of amenities such as soccer, football, and softball fields; tennis and basketball courts; playgrounds; large picnic pavilion, passive recreation areas and ramadas.
- Encourage social interaction with the addition of two club/recreation centers, a hierarchy of parks, and an integrated trail system; thus, creating pedestrian connectivity between neighborhoods, commercial, employment, public facilities, and open spaces.
- Create a diversity of housing types, sizes, designs, and densities to maintain a vibrant, sustainable community from the first time homebuyer to the empty nester.
- Realign Wintersburg Parkway to the Cactus Road alignment to eliminate a barrier between neighborhoods in the eastern portion of Trillium. MCDOT has included the Cactus Road alignment as an acceptable alternative in their Wintersburg Parkway Corridor Study.
- Establish a 303-acre Business Park at the northeast corner of the Community adjacent to Sun Valley Parkway. The Business Park will significantly improve the ratio of employment to households within the Community; thus, contributing to a strong sustainable community.

As a result of the addition of the two club/recreation centers, Community Park, and Business Park, the allowable number of residential units is reduced from what was previously approved. This second CMP amendment for Trillium provides for a maximum of 6,596 dwelling units and an overall density of 2.2 dwelling units per acre. This is a reduction from the 7,700 dwelling units (2.54 dwelling units per acre) in the first amended Trillium CMP.

The vision, theme, and overall character of Trillium are further articulated within this CMP.

Introduction

The Trillium community is located approximately 15 miles north of Interstate 10, along the west side of the Sun Valley Parkway. As shown on **Exhibit 3, Regional Location Map**, Trillium is located between the White Tank Mountains and the Belmont Mountains, and abuts the Hassayampa River on its western boundary. This Community incorporates both magnificent mountain views as well as the unique and relatively unspoiled Sonoran desert environment along the Hassayampa River.

To accentuate the distinctive character of the Community, as well as to allow for the development of a sustainable master planned community, Trillium is designed around a village concept, allowing higher density development in the eastern portion of the Property in closer proximity to Sun Valley Parkway, the Community Core, and employment opportunities and lower densities in the western portion of the Property as you encounter more varied terrain and approach the Hassayampa River.

Land uses, roadway design, trail locations and concepts, and landscape design palettes are developed to enhance the character and overall theme of Trillium.

Goals and Objectives

The following goals are the basis of the Conceptual Land Use Plan.

- Provide a Community Core, which will be the focal point and primary gathering place for the Community.
- Introduce an active adult community inclusive of an independent focal point and gathering place.
- Offer a range of housing types, retail commercial, and employment opportunities responsive to local and regional markets.
- Provide an integrated mix of land uses linked by a hierarchy of streets along with a trail system that offers residents and employees a strong sense of community and the opportunity to walk or bike from place to place within the Community and to adjacent areas.
- Efficiently provide, in conjunction with the City of Buckeye, major utilities and services including water, sewer, roads, and storm drainage to the Community, its residents, and those who work here.
- Preserve views of the White Tank Mountains, Belmont Mountains, the natural desert landscaping, and the native area around the Hassayampa River, while providing for the orderly and sustainable development of the Property.

- Provide two club/recreation centers and a hierarchy of parks, including a large Community Park, several medium sized neighborhood parks, and numerous pocket parks, together with a system of pathways and trails, for the enjoyment of the Trillium residents.

Physical Settings

The physical settings of the Property form the framework in which any new master planned community must exist. Care in analyzing the existing physical settings and sensitivity to the character of the land are key components to insuring that the resulting development will protect the character of the City of Buckeye as well as showcase the Property and development.

Surrounding Properties/Ownership

Exhibit 4, Surrounding Properties illustrates the surrounding properties and current Property ownership for Trillium.

Opportunities and Constraints

The Property provides numerous opportunities and constraints in developing the Property as shown in **Exhibit 5, Opportunities and Constraints**.

No public utilities (water, wastewater, drainage, gas, cable, etc.) exist on the Property. The planning and development of these utilities is a key component to the development of Trillium.

Transmission power lines which traverse the Property and a substation located in the south-central portion of the Property create constraints on the overall development, but also provide the opportunity for open space and trail corridors.

The western portion of the Property encompasses areas of desert habitat and intermittent slopes of greater than 15%, especially near the Hassayampa River. Lower residential densities and unique lot requirements will be necessary to allow for the development of this area while still preserving the overall character.

Prime views of the White Tank Mountains and Belmont Mountains exist throughout the Community. Open edge treatment along drainage corridors will be provided to allow future residents the enjoyment of these views.

Wagner Wash traverses the Property from the northeast to the southwest to the Hassayampa River. This wash, which is the only 404 designated jurisdictional wash on the Property, offers pathways, open space, and view opportunities as well as preservation of the natural desert habitat within the area.

Biological Evaluation

As part of the original CMP approval, SWCA, Inc. Environmental Consultants was contracted to complete a Biological Evaluation for the Trillium development in January

2003. A reliance letter was prepared in June 2016. The finding of this Biological Evaluation Report concluded that no endangered, threatened, proposed endangered, or proposed threatened plants or animals are known to occur regularly within the Project area. No additional endangered species surveys are recommended. A copy of the reliance letter can be found in **Appendix A, Biological Evaluation Reliance Letter**. A copy of the 2003 Biological Evaluation is on file with the City.

Flora

The vegetation present in the Project area consists of native desert vegetation typical of the Lower Colorado River Valley subdivision of the Sonoran desert scrub biotic community. Within the Project area, the two types of vegetation communities exist: upland vegetation and xeroriparian vegetation.

SWCA’s report did find Protected Native Plants classified under the Arizona Native Plant Law (A.R.S. 3-904) present in the Project area. No Highly Safeguarded plants are known to exist or were observed in the Project area. All cacti found in the Project area are salvage-restricted plants. **Table 1: Plants Observed within the Project Area** lists the Arizona Department of Agriculture (ADA) protected plant species found in the Project area and the type of protection they are afforded under the law.

Table 1: Plants Observed Within the Project Area

Plants Observed Within the Project Area that are Protected under the Arizona Native Plant Law	
Species	Category of Protection
Foothill palo verde	Salvage Assessed
Blue palo verde	Salvage Assessed
Velvet mesquite	Harvest Restricted Salvage Assessed
Ocotillo	Salvage Restricted
Crucifixion thorn (<i>Castela emoryi</i>)	Salvage Restricted
Desert ironwood	Salvage Assessed
Desert willow	Salvage Assessed
All cacti (saguaro, strawberry hedgehog, buckhorn cholla, barrel cactus, and silver cholla)	Salvage Restricted
Salvage Restricted – Collection or destruction by permit only	
Salvage Assessed – These plants have a significant value if salvaged	
Harvest Restricted – Permits required to remove plant by-products (fuel wood)	

SWCA recommended that a Notice of Intent to Clear Land be submitted to the Arizona Department of Agriculture at least 60 days prior to vegetation removal activities. An onsite nursery for reuse of mature, healthy desert vegetation shall be established.

Where possible, the intent is to incorporate most of the salvaged plants into the development. Any excess vegetation will be offered to commercial plant salvagers. All statutes and regulations regarding salvageable plants will be observed.

Fauna

In November 2014, environmental consultants, Westland Resources Inc., performed a survey of the Property to determine the occurrence of the Sonoran Desert Tortoise and to determine if the Property had potential habitat that might support the tortoise. Westland determined that Trillium has low and very low quality tortoise habitat. A second survey for presence of the Sonoran Desert Tortoise was performed in April 2015 and one tortoise was found in the far northwest corner of the Property near the banks of the Hassayampa River.

In the event US Fish and Wildlife Service decides to place the Sonoran Desert Tortoise on the Endangered Species List, the Arizona Game and Fish Guidelines for handling the Sonoran Desert Tortoise will be followed if any tortoises are encountered during construction activities, as well as the implementation of other approved tortoise conservation measures.

No pygmy owls were discovered as part of the 2003 SWCA survey. No additional endangered species surveys were recommended.

Archaeological Survey

SWCA, Inc. Environmental Consultants completed an archaeology survey in February 2003. A reliance letter was prepared in June 2016. A total of 2,936 acres were surveyed and approximately 64 acres of this area falls within the Hassayampa River or Wagner Wash. Two sites and 47 isolated artifacts have been identified and recorded. These sites were thoroughly researched, both in office and field, by qualified archeologists from January 13-23, 2003.

The first site is located near the Wagner Wash. It is a 25 m x 23 m area on 1,414 ft. amsl elevation with creosote bush, palo verde, and triangle-leaf bursage vegetation. This 1930 Euro-American site consists of a small concentration of trash and appears to represent a single dumping episode. There are no features that likely represent a historic campsite. This site fails to meet any of the National Register of Historic Places (NRHP) eligibility criteria.

The second site is also located near the Wagner Wash. It is a 56 m x 41 m area on 1,350 ft. amsl with creosote bush, palo verde, and ironwood vegetation. This 1943 Euro-American site condition is fair to poor due to modern human and cattle disturbance, erosion, and architectural augmentation. It consists of a well, cement stock tank, and metal water tank surrounded by fences. The fence, metal water tank, and some wood pallets and tires, appear to be modern additions and repairs.

This site does not contain any new or significant information pertaining to Euro-American habitation in this region and lacks integrity due to modern alterations and additions. This site is not eligible for NRHP considerations.

In addition, SWCA also reviewed four previously documented archaeological surveys in the area. They found no additional sites. Four historic roads located within a half-mile radius of this Project from the General Land Office (GLO) 1919 survey plat maps were observed during the survey. These roads do not meet any NRHP eligibility criteria, as they are not associated with any significant historical person or event and will not contribute any new or significant information.

No further archaeological work is recommended for this Project area. A copy of the reliance letter can be found in **Appendix B, Archaeological Survey Reliance Letter**. A copy of the 2003 Archaeological Survey is on file with the City.

Jurisdictional Water Delineation

In October 2008, the U. S. Army Corps of Engineers determined that Wagner Wash is the only jurisdictional wash within Trillium as shown on **Exhibit 6, Jurisdictional Waterways**. Based upon that determination, a nationwide permit to disturb portions of the wash to install roadway and utility crossings was submitted to and approved by the U. S. Army Corps of Engineers. The jurisdictional delineation and nationwide permit were recently extended by the U. S. Army Corps of Engineers through July 2017 and March 2017, respectively. The development of Trillium will comply with the approved nationwide permit.

Wagner Wash, within Trillium, provides a mechanism for moving stormwater through the Property and an opportunity to add open space, trails, and preservation of natural desert views and habitat. The design concept for Trillium attempts to minimize potential impacts to Wagner Wash. Design standards for Wagner Wash are discussed further in the Recreation/Open Space section. Additional drainage corridors will move stormwater efficiently through the Property to Wagner Wash. These corridors will become green belts and open space corridors.

Development Plan

This plan is guided by and reflective of the policies and guidelines outlined in the City of Buckeye General Plan. The CMP identifies the appropriate land uses, intensity of development, densities, and development standards. Therefore, specific land use, parcels, densities, circulation, open space and design guidelines are presented in this CMP allowing the City to review the specific proposals the applicant is presenting related to the development of this Property.

The overall concept for Trillium builds upon the City of Buckeye General Plan, a detailed assessment of the physical environment, and the vision of the property owners and master developer. The concept includes four villages, which form the backbone for the creation of a distinctive community based plan that maximizes the utilization of the Property, while protecting the entitlements of surrounding properties and the physical environment. The location of the four villages is shown on **Exhibit 7, Community Framework**.

Each Village is further refined into Pods and their associated land uses. These Pods may be further split into smaller development parcels. This provides greater flexibility at the time of development. **Exhibit 8, Land Use Master Plan** graphically depicts the Pods and land uses and is the regulatory document for the CMP. The neighborhoods, parks, open spaces, and internal roadway systems are envisioned to develop as shown on **Exhibit 9, Conceptual Land Plan**. Future engineering studies and market conditions may have an impact on the parcel densities and configurations and could require modifications to the Conceptual Land Plan. The Conceptual Land Plan is a concept of how Trillium is planned to develop. Modifications to the Conceptual Land Plan do not constitute the need for a CMP Amendment, as long as the modifications are in conformance with the Land Use Master Plan exhibit, which is the regulatory document. Modifications to the Land Use Master Plan are subject to Section 8.6.6.K of the City of Buckeye, Arizona Development Code.

Within the four villages, roads, pathways and trails, landscaping, and land uses are designed to accentuate and complement the lifestyles and land forms within the Community. Wagner Wash runs through Trillium, which will remain in its natural state except for road crossings. A series of interconnected pathways/trails within the Community, including alongside both sides of Wagner Wash, provide excellent pedestrian access and opportunities to enjoy the native desert environment throughout the Community. The paths along Wagner Wash will also serve as maintenance roads.

The plan envisions a dynamic Community Core at the primary window into the Community from Sun Valley Parkway. This center of activity delivers the impetus for significant social interaction among the residents with its mix of land uses, which will include a club/recreation center, distinctive park and elementary school. Depending on market conditions, additional opportunities include retail, restaurants, or higher density residential to take advantage of its location near the park and club/recreation center. The Community Core will be linked to the Community's trail system by way of a grade-

separated crossing. Refer to **Exhibit 10 – A through F, Community Core Concept** for a concept of how the Community Core is envisioned.

A 71-acre regional commercial center is ideally situated at the northwest corner of Sun Valley and Wintersburg Parkways, which are both anticipated to become high traffic corridors. This site envisions a major tenant situated at the corner of the two parkways with other commercial buildings situated adjacent to the circular street interior to Trillium. Commercial concepts for this site are shown on **Exhibit 11, Commercial Concept**. The commercial site is anticipated to be phased and layout changed as users are selected and market conditions are known. In addition, a 9-acre neighborhood commercial corner is situated at Wintersburg Parkway and Johnson Road; a convenient location for the residents of Trillium. These locations also promote a walkable environment for the nearby residents.

A Business Park of approximately 303 acres is planned along Sun Valley Parkway at the Community's northern boundary. This employment center will provide nearby employment opportunities for Trillium residents. The Business Park will be an aesthetically pleasing development of high quality architecture of similar or compatible materials, colors, and textures. Development will occur on a per user basis, but the character of each parcel will be controlled by Conditions, Covenants and Restrictions imposed by the master developer to assure a unified theme and character throughout the Business Park. The architectural character and a conceptual parcel site plan that reflects the vision for the Business Park is shown on **Exhibit 12, Business Park Concept**. Access to Sun Valley Parkway will be provided via a commercial collector street. The allowance of and provisions related to any driveway connections to Sun Valley Parkway for parcels adjacent to Sun Valley Parkway will be determined during the site plan review process and are not approved or disallowed by this CMPA.

The local and collector streets internal to the villages will be designed to provide connection between parcels, allowing residents to visit neighbors, shop, work, go to school, and partake of recreational opportunities, while minimizing the need to access the parkway and arterial roadway network. In this way, traffic volumes on the parkway and arterial roadway network will not escalate due to short trips. Although direct vehicular access from Village 2 to the Business Park cannot be provided due to the location of the gated active adult community, a hard surfaced pathway will allow pedestrians and bicyclists from Village 2 to commute to the Business Park without using Sun Valley Parkway. Refer to **Exhibit 13, Street & Circulation Plan** for overall street locations and classifications and **Exhibit 14 – A through D, Street Cross-sections** for street cross-sections and conceptual planting plans.

Recreational opportunities abound within the villages. Two club/recreation centers will be provided, one within the active adult area and a second within the family area of Village 2. The Community Park and neighborhood parks are strategically placed to maximize visibility and accessibility. Pocket parks will be located throughout the residential area with the intent of having a neighborhood and/or pocket park within a relatively short walking distance of every home. Open spaces will include a mix of

urban and traditional style of landscaping, parks, and an interconnected pathway and trail system. Access to the natural environment will be maintained by incorporating paths/trails along the drainage corridors, which link to Wagner Wash or to the Hassayampa River. The paths/trails will become progressively more natural (non-paved) as they approach the Hassayampa River. Other paths/trails within Trillium may be constructed of decomposed granite, asphalt, or concrete.

Community Character

Character is the spirit of the community, essential to its vitality, lifestyle, and economic well-being. An integrated, harmonious design establishes the overall appearance and character of Trillium. Each village is planned with a discernable character. Village 1 is an aesthetically pleasing employment center with a cohesive, compatible layout of high quality architecture. Village 2 promotes a variety of lifestyles ranging from young adults to families and active adults. The entry into Trillium becomes the hub of activity for residents of Trillium with the Community Core and a regional commercial center. Village 3 provides solitude with lower densities within a more secluded and natural setting. Village 4 is designed for families desiring close proximity to an elementary school, neighborhood park, and the large Community Park.

Community Balance

Trillium incorporates a balance of land uses to establish and maintain a high quality of life with its diverse mixture of housing and employment opportunities together with significant community open spaces and amenities. Integrated design elements such as site planning, architecture, engineering, and landscape design will create a cohesive and desirable community.

Connectivity

Land uses are strategically placed to provide a comprehensive multi-model circulation system and to encourage convenient non-automotive trips (such as walking and cycling). Ample non-vehicular, as well as vehicular access, are offered between residential and non-residential areas. Two pedestrian underpasses will be offered to provide a convenient and safe connection for the residents. The first will allow residents ingress and egress to the Community Core without having to cross a collector street at grade. The second will allow pedestrians and bicyclists to continue along the paths on Wagner Wash and to reach the Community Park without having to cross Wintersburg Parkway at grade.

Design

The theme carried throughout Trillium is reflected in the wall and landscape concepts, entry and monumentation features, and signage. Entrances into the Trillium community, perimeter walls, and directional signage are very important in establishing the character of the Project. Just as the Project is designed to accentuate the natural

features of the site and celebrate the history of the City of Buckeye, the entry monuments and perimeter walls will be designed to reflect the area and complement the overall landscape design and Community aesthetics. Refer to **Exhibit 15, Landscape Concepts**; **Exhibit 16, Wall Concepts**; **Exhibit 17, Signage**; **Exhibit 18, Identity Corner**; and **Exhibit 19 – A and B, Community Entrances** for examples of the overall theme.

Trillium will be designed to be visually appealing, using curvilinear streetscapes, greenbelts, and open spaces at key focal points. The neighborhood parks, Community Park, and the two club/recreation centers are strategically located to be accessible, but also to be visually appealing at key street intersections. Appropriately placed pocket parks and natural open spaces will be located throughout the community. In addition to being pedestrian friendly, Trillium offers generous landscaped parkways and arterial streets and grade-separated pedestrian crossings to access the Community Core and the Community Park. Refer to **Exhibit 20, Pedestrian Underpass** for a concept of how the underpasses could develop.

Recreational Opportunities

Open space corridors are placed strategically throughout Trillium providing continuous visual and physical connectivity. An array of active and passive amenities is distributed throughout the Community. The location, type, and programming of the open space and amenities will be appropriate for the character of each village and the physical environment.

Open Space, Pathways and Trails, and Parks

The recreation areas within Trillium form a hierarchy of parks, pathways and trails, and open spaces, including pocket parks, neighborhood parks, recreation centers, and a larger 102-acre Community Park (93 net-acres). These distinct types of parks benefit specific service areas and are designed to include different levels of recreational activities. Trillium will include numerous pocket parks that provide smaller scale recreational areas designed to satisfy the needs of the surrounding residents. Larger neighborhood parks will be provided, which will serve the surrounding neighborhoods and provide more amenities and playfields than found within the pocket parks. Finally, a Community Park encompassing a variety of sports facilities, playgrounds, picnic pavilion, and various other amenities, together with parking and a trailhead, is located on the south side of Wintersburg Parkway and west of Johnson Road. This facility will attract residents from the entire Trillium community. Refer to **Exhibit 21, Parks & Trails Plan** for anticipated park and trail locations and **Exhibit 22 – A and B, Park Concepts** for the various park concepts and proposed amenities.

The City of Buckeye's 2016 Parks and Recreation Master Plan (PRMP) was adopted by Buckeye City Council on February 16, 2016. Trillium will be in substantial conformance with the PRMP. Assuming lot sizes are predominately 6,000-9,999 square feet and the associated zoning district is SF-6, the required park area per the PRMP would be 5%.

Trillium anticipates a 102- acre Community Park, nine neighborhood parks ranging in size from 3 to 21 acres, two club/recreation centers approximately 9 acres each, and numerous pocket parks within an approximate 1/4 mile distance of each home. As a result, the combined parks and recreation centers will significantly exceed the 2016 PRMP proposed requirement of 151.5 net-acres or 5% of the gross project area. The size, configuration, and amenities are considered conceptual and subject to change as more detailed planning is completed in conjunction with future preliminary plats; however, a minimum of 151.5 acres of park areas will be provided. With the exception of the Community Park, which is designated on the Land Use Master Plan and quantified in the Land Use Budget, park locations may also be revised from those shown on the Conceptual Land Plan. However, each home will be located within approximately ½ mile of a neighborhood park or club/recreation center and ¼ mile of a pocket park. If a golf course is constructed within an active adult community, 50% of the golf course may count toward the park requirements within that active adult community.

The pocket parks, neighborhood parks, recreation centers, and Community Park will be owned and maintained by the respective Homeowner's Associations (HOAs) in which they are located.

Assuming the lot sizes are predominately 6,000-9,999 square feet and the zoning district is SF-6, per the PRMP, the required area of open space is 20%. Trillium will exceed 20% of open space inclusive of parks. The open spaces include common areas such as open spaces, retention basins, natural areas, parks, and club/recreation centers. The parks include pocket parks, neighborhood parks and the Community Park. Preliminary locations of neighborhood parks are represented on **Exhibit 21, Parks & Trails Plan**. When including open spaces, pathway and trail systems, and strategically situated parks, Trillium's open space area will exceed 20% of the Project's total gross area.

Community Core

The Community Core is approximately 64 acres in size and is located at the terminus of both the primary entry from Sun Valley Parkway and the first major entry on Wintersburg Parkway as you travel westerly from Sun Valley Parkway. The Community Core not only provides a distinctive awe-inspiring sense of arrival, but also serves as a dynamic community amenity and gathering place with its neighborhood park, elementary school, and club/recreation center. Depending on market conditions, additional opportunities within the Community Core include retail, restaurant, or higher density residential uses to take advantage of its location near the park and club/recreation center.

The neighborhood park within the Community Core will begin construction prior to issuance of the first certificate of occupancy, not including model homes, and will be completed prior to issuance of the 100th certificate of occupancy. The club /recreation center within the Community Core will be completed no later than the occupancy of the

500th home, exclusive of model homes and active adult homes. Construction of the mixed-use development will be based on market demand. Construction of the school will be determined by the school district.

Refer to **Exhibit 10 – A through F, Community Core Concept** for a concept of how the area is anticipated to develop. The land uses and configurations may be modified as long as the changes meet the requirements of the CMP.

Club /Recreation Centers

In addition to the club/recreation center in the Community Core, a second club recreation center will be provided as a centerpiece of the active adult community. These club/recreation centers will provide a variety of passive and active amenities, which are anticipated to include outdoor event space, tennis facility, pools, and a clubhouse. The club/recreation centers will contribute toward the neighborhood park requirement. The club /recreation center within the Community Core will be completed as described above. The club /recreation center within the active adult community may be phased. However, approximately 50% of the active adult club/recreation center will be developed prior to the occupancy of the 100th home and the remainder of the center will be completed prior to occupancy of the 300th home, exclusive of model homes.

The club /recreation centers will be in general conformance with the conceptual plans as shown on **Exhibit 10 – A through F, Community Core Concept** and **Exhibit 23, Active Adult Club/Recreation Center Concept**.

Community Park

The Community Park is envisioned to serve the overall Trillium community. It is estimated to be approximately 102 acres in size, far exceeding the Parks and Recreation Master Plan range of 35-50 acres. It is located south of Wintersburg Parkway and west of Johnson Road. The Community Park will be owned and maintained by the Trillium Master Homeowners Association.

The Community Park is envisioned to provide a variety of passive and active amenities including sports facilities, playgrounds, picnic pavilion, various other amenities, parking, and trailhead. Sports facilities are envisioned to include baseball, softball, and soccer fields and tennis and basketball courts as shown on **Exhibit 22 – A through C, Park Concepts**. These facilities are representative of the type of amenities that will be provided. The actual amenities provided will be determined during more detailed planning prior to final design of the Community Park. If changes are made, the amenities offered will provide a similar level of service and quality as shown on **Exhibit 22 – A through C, Park Concepts**.

It is envisioned the HOA will partner with the City of Buckeye Community Services to develop a mutually beneficial programming agreement; inclusive of programs such as youth enrichment programs, youth and adult sports, and fitness programs. Under this

agreement, the City could utilize sports facilities and amenities in the Community Park to provide programmed activities to benefit the residents of Trillium.

Trillium will initially be served by two club/recreation centers and neighborhood parks within Village 2. Therefore, the Community Park will be constructed in conjunction with Villages 3 and/or 4. Development of the first 50% of the park amenities will begin no later than occupancy of the 100th home and completed prior to the 500th home in Villages 3 and/or 4; not inclusive of Village 2. The balance of the park will be started no later than occupancy of the 700th home and be completed no later than occupancy of the 1,100th home in Villages 3 and/or 4; not inclusive of Village 2. If Village 3 develops as an active adult community, this park phasing will only be dependent on Village 4's occupancy.

Neighborhood Parks

Neighborhood parks will provide local recreational opportunities and amenities such as ramadas, picnic areas, play equipment, tot lots, open play areas, sports fields or multi-use fields, volleyball and basketball courts. The active adult and Community Core club/recreation centers will contribute toward the neighborhood park requirement. A total of nine neighborhood parks, ranging in size from 3 to 21 acres, together with two club/recreation centers are anticipated. The number, location, and configuration of neighborhood parks may change; however, the total park area of 151.5 acres (5% of the gross area) will be met and each home will be located within approximately ½-mile of a neighborhood or Community Park. The neighborhood parks will be in general conformance with the conceptual plan shown on **Exhibit 22 - A through C, Park Concepts**.

Pocket Parks

Numerous pocket parks are anticipated to serve nearby residents, allowing small open active play areas and tot lots within an approximate ¼ mile walking distance of each resident. These parks are generally a minimum of 0.5 acres in size and interspersed within each of the residential villages. Pocket parks will be in general conformance with the conceptual plan shown on **Exhibit 22 – A through C, Park Concepts**.

Pathways and Trails

In addition to sidewalks located along street landscaped areas, a pathway and trail network has been created to take advantage of the Project's wash, drainage, and greenbelt corridors. The pathways and trails will be in general conformance with the locations and types of pathways and trails shown on **Exhibit 21, Parks & Trails Plan** and **Exhibit 24, Path and Trail Concepts**. The pathway and trail network will interconnect neighborhoods, parks, schools, club/recreation centers, regional and neighborhood commercial, and employment centers and provide a non-vehicular circulation network for Trillium. For ease and safe pedestrian access, a grade-separated crossing will connect the Community Core to the Community's trail system.

A second grade-separated crossing across Wintersburg Parkway will connect the paths along Wagner Wash to the community park. The pathway and trail system is envisioned to reflect the development style and natural features of Trillium and to provide a smooth transition from the more intense village development to low density residential development and natural desert. The non-vehicular circulation is supported by a network of sidewalks, bike lanes, pathways, and trails. Sidewalks vary from 5 feet to 6 feet, secondary paths consist of a 10-foot hard surface, local paths consist of a 4-foot hard or non-paved surface, primary trails vary from a 5-foot to 8-foot non-paved surface, and backcountry trails vary from a 3-foot to 4-foot non-paved surface. The location, number, and type of pathways and trails are subject to change without a CMP amendment as long as the intent of the non-vehicular network shown on **Exhibit 21, Parks & Trails Plan** remains intact.

Open Space Corridor Edge Treatment

The Hassayampa River and Wagner Wash are spectacular natural features within Trillium. They will largely remain in a natural condition. A pathway will be established within Trillium along the top of each bank of Wagner Wash. A backcountry trail along the east side of the Hassayampa River will be established due to the topographic constraints along the river's edge. Man-made open space corridors planned throughout Trillium will also provide open space and connectivity within Trillium. One open space corridor runs along the south side of the active adult community connecting Sun Valley Parkway with Wagner Wash. This open space corridor will be a minimum of 150 feet in width.

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. Conceptual exhibits that reflect the intent of the following provisions are shown on **Exhibit 25 A and B, Open Space Corridor Edge Treatment**. The following edge treatments shall be applied to Wagner Wash, Hassayampa River, and the man-made open space corridors described above.

- 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.
- 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.
- A minimum of 30% of frontage along Wagner Wash, Hassayampa River, and the internal open space corridors shall be open and unfenced. The north edge of the open space corridor that separates the active adult area from the 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 and Hassayampa River will be tracked individually; whereas, the 30% requirement for the internal open space corridors will be tracked cumulatively.

Open edge treatments to meet the 30% requirement may include (but are not limited to) the following:

- Single-loaded street along the open space;
- Cul-de-sac or knuckle openings a minimum of 50 feet in width;
- Connecting trail or pathway corridors;
- Adjacent parks;
- Open space between building envelopes that are a minimum of 40 feet in width;
- 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 along the south side of the Business Park and within powerline easements are specifically excluded from this requirement.

Access and Circulation

The Trillium circulation plan is developed using a hierarchy of parkway, arterial, collector and local streets. The streets will typically be public streets, but the collector and local streets may also be developed as private streets where deemed appropriate by the developer. An interconnected hierarchy of pedestrian pathways and trails will also be offered to provide non-vehicular access throughout the Community.

The Trillium Circulation Plan includes Johnson Road as a north-south arterial, Sun Valley Parkway as a north-south parkway, and Wintersburg Parkway as an east-west parkway. Johnson Road will ultimately provide access to Wintersburg Parkway and Greenway Road. Wintersburg Parkway will provide access to Douglas Ranch.

Trillium's collector streets provide the linkage to the parkway and arterial network. They are designed to connect individual parcels with one another, allowing residents the opportunity to avoid using the parkways and arterials for local trips. The pedestrian and vehicular connectivity minimizes trip distance within and between neighborhoods.

The street classifications and cross-sections are in response to the Traffic Impact Study and City of Buckeye street standards. **Exhibit 13, Street & Circulation Plan** depicts the street network. **Exhibit 14 – A through D, Street Cross-Sections** depicts the street cross-sections and conceptual planting plan along street alignments. All streets will be constructed per City of Buckeye standards. Village 2, Active Adult is anticipated to be gated with private streets. Village 3 may also develop as a gated community with private streets.

Schools

Important to creating a livable community is incorporation of elementary schools centrally located and easily accessible from the surrounding neighborhoods and providing for high school students. Trillium’s proposed school sites are shown on the Conceptual Land Plan and also on **Exhibit 21, Parks & Trails Plan**. The elementary schools are located to provide pedestrian and bicycle access.

Based on Student Projection Factors, as indicated within **Table 2: Student Projection Factors** and based on discussions with the School District, less than two elementary schools and less than one-half of a high school are required to serve Trillium. The support letter from Saddle Mountain Unified School District is provided in **Appendix I, Saddle Mountain Unified School District Support Letter**. As a result of the discussions with the school district, two elementary schools and one high school are planned for Trillium. The elementary school located within Village 2 is anticipated to be located within the Community Core and will include a grade-separated crossing under the collector street to provide safe access to the elementary school from the adjacent residential parcels. The elementary school within Village 4 anticipates much less traffic volume along the adjacent collector street. At-grade access will provide safe travel for elementary students. The high school site is located within Trillium along Wintersburg Parkway within Village 3.

Table 2: Student Projection Factors

Elementary School K-8		High School	
Students / Household	Land Use Category	Students / Household	Land Use Category
0.25	Very Low Density	0.17	Very Low Density
0.45	Low Density	0.16	Low Density
0.53	Medium Density	0.05	Medium Density
0.256	Medium/High Density	0.064	Medium/High Density
0.18	High Density	0.09	High Density
0.18	Mixed Use	0.09	Mixed Use
1,100	Students/Elementary School	1,700	Students/High School

Student projection ratios based on information provided by Saddle Mountain Unified School District on 9/4/2015.

The proposed number and location of schools may be amended over time to reflect the actual needs of the school district. At the time of preliminary plat, direct coordination with the school district will occur to reconfirm the school requirements. Relocation of the schools shall not require an amendment to the CMP.

Public Facilities

Through discussions with the fire department, a public safety facility for a joint fire station and police sub-station will be located along Johnson Road north of Wintersburg Parkway in Village 2. Although the site is shown in Pod 9, it can be moved to another location if mutually agreeable to the City and developer, without requiring a CMP amendment.

The wastewater treatment facility has been sized for the Project. The City has stated that they prefer regional wastewater treatment facilities that are capable of handling significantly more flow than would be generated by Trillium alone. The Trillium wastewater treatment facility is located such that the majority of the wastewater flows from the Sun Valley master planned community could be conveyed to it via gravity flow. To take on wastewater flows from Sun Valley or other offsite areas, the Trillium wastewater treatment facility will need to be enlarged by expanding into adjacent residential parcels. Considering this, Section 3.1 of the City of Buckeye Code is amended by this CMPA to allow Major Utility Facilities within the residential zoning categories, if adjacent to the proposed wastewater treatment facility and for the purpose of expanding that facility to accommodate offsite wastewater flows. The expansion into residential parcels would need to be mutually agreeable to the City and developer and would require a conditional use permit.

Land Uses and Zoning Districts

The Land Use Plan includes Very-Low, Low, Medium, Medium-High, and High-Density Residential; Mixed Use; Business Park; Neighborhood Commercial, Regional Commercial; School; Public; and Open Space land uses. The gross overall density for the Trillium development is anticipated to be 2.2 residential dwelling units per acre.

Table 3: Trillium Land Use Summary summarizes the proposed land uses and intended target densities by Village and overall Community. The proposed Community Master Plan will eventually yield a maximum of 6,596 residential units.

Table 3: Trillium Land Use Summary

Village	Land Use Category	Gross Acres	% of Total	Target Unit	% of Total
1	BP (Business Park)	303	100.0%	N/A	0.0%
	Subtotal	303	100%	0	0%
2	MDR (3-4.5 du/ac)	677	73.7%	2,436	74.2%
	M/HDR (4.5-10 du/ac)	29	3.2%	203	6.2%
	HDR (10-30 du/ac)	28	3.0%	416	12.7%
	CC (Community Center)	64	6.9%	152	4.6%
	MU (Mixed-Use)	29	3.1%	75	2.3%
	RC (Regional Commercial)	71	7.7%	N/A	0.0%
	NC (Neighborhood Commercial)	9	0.9%	N/A	0.0%
	Public	13	1.4%	N/A	0.0%
	Subtotal	918	100%	3,282	100%
3	VLDR (1-2.5 du/ac)	150	13.1%	1,634	81.5%
	LDR (2-4 du/ac)	98	8.6%	295	14.7%
	OS	817	71.4%	N/A	0.0%
	MU (Mixed-Use)	58	5.1%	75	3.7%
	HS	20	1.8%	N/A	0.0%
		Subtotal	1,144	100%	2,004
4	LDR (2-4 du/ac)	437	65.9%	1,310	100.0%
	OS	59	8.8%	N/A	0.0%
	Park	102	15.4%	N/A	0.0%
	Public	66	9.9%	N/A	0.0%
		Subtotal	663	100%	1,310
Overall	VLDR (1-2.5 du/ac)	150	4.9%	1,634	24.8%
	LDR (2-4 du/ac)	535	17.7%	1,605	24.3%
	MDR (3-4.5 du/ac)	677	22.3%	2,436	36.9%
	M/HDR (4.5-10 du/ac)	29	1.0%	203	3.1%
	HDR (10-30 du/ac)	28	0.9%	416	6.3%
	MU (Mixed-Use)	87	2.9%	150	2%
	CC (Community Center)	64	2.1%	152	2%
	BP (business park)	303	10.0%	N/A	0%
	Public	78	2.6%	N/A	0%
	RC (Regional Commercial)	71	2.3%	N/A	0%
	NC (Neighborhood Commercial)	9	0.3%	N/A	0%
	OS	876	28.9%	N/A	0%
	HS	20	0.7%	N/A	0%
	Community Park	102	3.4%	N/A	0%
		Total	3,029	100%	6,596

Notes:

1. All acreage is approximate. Subtotals and totals may not exactly add up due to rounding errors.
2. Community Core is permitted a variety of uses, including neighborhood park, elementary school, and recreation center. Retail uses, multifamily residential, and other mixed uses may be incorporated into the Community Core, but shall not exceed 30% of the Community Core acreage.

Table 4: Land Use Budget, provides projected development density for each of the proposed villages. The Table illustrates the individual Pods, their proposed land uses, minimum and maximum densities, target units, and target densities. The Community Master Plan proposes a maximum of 6,596 dwelling units for Trillium, resulting in a Project density of approximately 2.2 dwelling units per gross acre.

The Trillium Land Use Budget describes the density ranges and target densities that will be allowed within the each residential Pod. The density range is the minimum and maximum density (dwelling units per gross acre) allowed for each Pod. The minimum and maximum number of dwelling units (or range) allowed on any residential Pod is based on the gross acreage for that Pod. Revisions to the number of lots and configuration of any given pod will inevitably occur; however, the density range for each Pod will remain a constant. The number of dwelling units for any residential Pod shall not drop below the range minimum or exceed the range maximum without effecting an amendment to the CMP.

Target density is the density used to calculate the maximum number of dwelling units allowed for each residential Pod without the transfer of units from another Pod. The target density assigned to each Pod cannot be exceeded without transfer of dwelling units to that Pod. The Pod from which density was transferred shall then hold a reduced target density to correspond to the transferred units. The target density on a residential Pod can be achieved by using a combination of lot sizes and housing types as long as the number of lots stays within the minimum and maximum density range. This will provide homebuilders and developers the flexibility and ability to respond to market conditions as the Community develops and future residential preferences are known. In general, a developer or homebuilder can elect to provide larger lots or, where appropriate, smaller lots with more open space. The residential Pod controls the total allowed residential units.

Table 4: Land Use Budget

VILLAGE	POD # (1)	Land Use Category	Gross Area (Acres) (1)	Residential			
				Minimum No. of Units Allowed (2)	Maximum No. of Units Allowed (2)	Total Proposed Units	Target Gross Density (2) (3)
						(Target Units) (2) (3)	
1	1	BP (Business Park)	303	N/A	N/A	N/A	0
	Total		303	0	0	0	0.0
2	2	Public (water campus)	7	N/A	N/A	N/A	N/A
	3	MDR (3-4.5 du/ac)	359	1,075	1,613	1,291	3.6
	4	MDR (3-4.5 du/ac)	318	954	1,432	1,145	3.6
	5	CC (Community Core) (4)	64	0	350	152	2.4
	6	HDR (10-30 du/ac)	28	277	833	416	15.0
	7	RC (Regional Commercial)	71	N/A	N/A	N/A	N/A
	8	M/HDR (4.5-10 du/ac)	29	130	291	203	7.0
	9	Public (public safety site)	6	N/A	N/A	N/A	N/A
	10	NC (Neighborhood Commercial)	9	N/A	N/A	N/A	N/A
	11	MU (Mixed-Use)	29	0	157	75	2.6
	Total		918	2,436	4,676	3,282	3.6
3	12	OS (Wagner open space)	22	N/A	N/A	N/A	N/A
	13	OS (Wagner open space)	101	N/A	N/A	N/A	N/A
	14	LDR (2-4 du/ac)	98	196	393	295	3.0
	15	VLDR (1-2.5 du/ac)	817	817	2,043	1,634	2.0
	16	OS (Hassayampa open space)	27	N/A	N/A	N/A	N/A
	17	HS	58	N/A	N/A	N/A	N/A
	18	MU (Mixed-Use)	20	0	111	75	3.7
	Total		1,144	1,013	2,547	2,004	1.8
4	19	OS (Wagner open space)	59	N/A	N/A	N/A	N/A
	20	Park (community park)	102	N/A	N/A	N/A	N/A
	21	Public (substation)	10	N/A	N/A	N/A	N/A
	22	LDR (2-4 du/ac)	437	873	1,747	1,310	3.0
	23	Public (wastewater)	56	N/A	N/A	N/A	N/A
	Total		663	873	1,747	1,310	2.0
Total (All Villages)			3,029	4,322	6,596	6,596	2.2

Note:

- (1) All acreage is approximate. Subtotals and totals may not exactly add up due to rounding errors.
- (2) Minimum, Maximum, and Target density are based on the CMP Pod as defined in Exhibit 8, Land Use Master Plan. As the Project develops, the Pods may be divided into individual parcels. The Minimum, Maximum, and Target density will be determined by the overall CMP Pod and not the individual stand-alone parcel.
- (3) Target units and densities may be exceeded if dwelling units are transferred from another Pod and the maximum number of units for the Pod and overall project is not exceeded.
- (4) Community Core is permitted a variety of uses, including neighborhood park, elementary school, and recreation center. Retail uses, multifamily residential, and other mixed uses may be incorporated into the Community Core, but shall not exceed 30% of the Community Core acreage.

Residential Zoning Districts

Residential districts are intended to establish a variety of housing types to meet diverse economic and social needs of the residents and to establish an integrated pattern of neighborhoods. **Table 5: Permitted Residential Districts** lists the residential districts permitted within each land use category.

Table 5: Permitted Residential Districts

LAND USE	RESIDENTIAL DISTRICT
VLDR	SF-43, SF-18, SF-10, SF-6, SF-3, SF-1, MF-1 ⁽¹⁾
LDR	SF-18, SF-10, SF-6, SF-3, SF-1, MF-1 ⁽¹⁾
MDR	SF-10, SF-6, SF-3, SF-1, MF-1
M/HDR	SF-3, SF-1, MF-1
HDR	MF-1, MF-2

⁽¹⁾ The combined acreage of SF-1 and MF-1 shall not exceed 15% of the total VLDR area and 25% of the LDR area.

The residential districts shall comply with the City of Buckeye Development Code Section 2.3, as amended, except as modified herein.

Table 6: Residential Development Standards

District		SF-43	SF-18	SF-10	SF-6	SF-3	SF-1	MF-1	MF-2	
Lot Dimensions, minimum	Lot Size (sq. ft.)	43,000	18,000	10,000	6,000	3,000	1,000	-	-	
	Lot Width (ft.) [1]	140	100	70	50	30	20	-	-	
Setbacks, minimum [4]	Front (ft.) [8]	Living Area	40	25	15	10	10	0	-	-
		Front Garage	40	25	21	18	10	0	15	0
		Side Entry Garage	40	25	15	10	10	0	-	-
	Side (ft.) [2][8]	Minimum	20	10	5	5	5	0	5	0
		Total	40	25	15	10'-15' [5]	10'	0'	-	-
	Rear (ft.) [3]	30	30	25 [6]	20 [6]	10 [6]	8 [6]	15	10'	
Lot Coverage, maximum (%) [7]		N/A [7]	N/A [7]	N/A [7]	N/A [7]	N/A [7]	N/A [7]	70	85	
Building Height, maximum (ft.)		35	35	35	35	45	50	50	-	

Notes:

- [1] Lot width is measured at the "front garage" front yard building setback.
- [2] An additional 5 feet, or an open space tract a minimum of 5' in width, of setback shall be required for all corner lots adjacent to public right-of-way.
- [3] For accessory buildings, a 5-foot minimum setback.
- [4] A maximum 2' projection will be allowed into the setbacks for bay windows, fireplaces, overhangs, etc.
- [5] SF-6 lots less than 58' in width shall have side yard setbacks that total no less than 10' in width, SF-6 lots 58'-63' in width shall have side yard setbacks that total 13' in width, and SF-6 lots greater than 63' in width shall have side yard setbacks that total no less than 15' 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] Maximum lot coverage does not apply and lot coverage will be controlled by the required yard setbacks.
- [8] All corners shall have a 33'x33' sight visibility triangle.

Residential Uses

The allowable uses permitted within each residential district shall be per Section 3.1 of the City of Buckeye Development Code, as amended, except as amended herein.

The following, which is not permitted per Table 3.1.5, is permitted as a conditional use within Trillium, Village 4 if for the purpose of expanding the Trillium wastewater treatment plant to accommodate offsite wastewater flows.

SF-18, SF-10, SF-6, SF-3, SF-1, and MF-1: Utility facility, major.

The following, which is a conditional use per Table 3.1.5, is specifically permitted within Trillium.

“Primary” cell sites, as shown on **Exhibit 26, Wireless Communication Facilities**, are permitted by right.

The following uses, which are allowed per Table 3.1.5, are specifically not permitted within Trillium.

SF-43: Dwelling, mfd. Home; Shelter care facility, homeless; Cemetery; Agriculture; Commercial ranch; Dairy; Residential ranch; Animal training school; Kennel, indoor only; Kennel, indoor/ outdoor; Veterinary clinic; Farmers market; Major entertainment facility, outdoor; Race track (auto, dog, & horse); RV campground; RV Park; Shooting range, outdoor; Zoo; Feed store; Open-air market or flea market; Nursery & plant sales; Plant sales, retail; Gasoline sales; and Bed & breakfast.

SF-18: Dwelling, mfd. Home; Shelter care facility, homeless; and Cemetery.

SF-10: Dwelling, mfd. Home; Boarding house/ guest room; Shelter care facility, homeless; and Cemetery.

SF-6: Dwelling, mfd. Home; Boarding house/ guest room; Shelter care facility, homeless; and Cemetery.

SF-3: Dwelling, mfd. Home and Boarding house/ guest room.

SF-1: Dwelling, mfd. Home.

MF-1: Boarding house/ guest room; Group home; Shelter care facility, homeless; and Cemetery.

MF-2: Boarding house/ guest room; Shelter care facility, homeless; and Cemetery.

Group home and group recovery home are subject to the following:

1. Group home and group recovery home is a conditional use per Table 3.1.5.
2. Group homes and/or Group recovery homes shall not be permitted within 800 radial feet (as measured from the closest property lines) of another Group home or Group recovery home.

Active Adult Community

A portion of Village 2 is planned to develop as an active adult community. Village 3 and possibly Village 4 could also be developed as an active adult community. Active adult communities are defined as those whose full time residents (with some allowed exceptions) are over a certain age threshold (generally 50 years or older). Age related restrictions for active adult communities will be governed by the Project's CC&Rs, and not by the City of Buckeye.

The following alternative land uses and development standards are allowed for any portion of the Project developed as an active adult community:

1. Elementary school sites as shown on **Exhibit 8, Land Use Master Plan** and **Exhibit 9, Conceptual Land Plan** that are deemed no longer necessary to serve the student population of Trillium may be replaced with residential uses, community centers, recreation centers, golf course and/or golf clubhouses, parks and/or other forms of open space. Development of school sites as residential shall not increase the overall maximum number of allowable residential units as shown in **Table 4: Land Use Budget**.
2. Proposed neighborhood parks within active adult communities may be programmed with amenities that better fit the active adult lifestyle. Alternative uses such as residential, community centers, recreation centers and golf and/or golf clubhouses are also allowed in lieu of neighborhood parks. Residential uses are subject to the overall maximum number of allowable residential units not being exceeded as shown in **Table 4: Land Use Budget** and are subject to the Community's overall required park acreage of 151.5 acres and 20% open space area, inclusive of park area, are met.
3. Community and/or recreation centers will count toward meeting the open space requirement. Also, 50% of the Golf Course will count for a maximum of 50% of open space/park requirements within the active adult area that the golf course serves. This has been added to the Aged Qualified section within the narrative.
4. All residential districts, including single family detached, single family attached and multi-family residential districts as described in this CMP are allowed within active adult communities, subject to the following provisions:

- a) The number of residential units that would otherwise be allowed per **Table 4: Land Use Budget** shall not be exceeded for the active adult community.
 - b) Any residential district that would not otherwise be allowed per **Table 5: Permitted Residential Districts** shall not be located within 600 feet of any dwelling unit within a non-active adult residential area unless adequately screened and buffered from the non-active adult dwelling unit to the satisfaction of the Development Services Director.
5. Neighborhood scale commercial uses contributing to a resort-like lifestyle, such as a restaurant and small shops and not a commercial entity, which are intended to serve and are located within the active adult community are allowed in residential districts as long as any such use is a minimum of 600 feet from any dwelling unit within a non-active adult residential area, or is adequately screened and buffered from the non-active adult dwelling unit to the satisfaction of the Development Services Director, and as long as such commercial use does not exceed 10 percent of the total area of the active adult community.
6. Active adult communities may be gated and separated from the surrounding communities by a solid wall or view fencing and partial view fencing along significant open space corridors with the only penetrations being gated vehicular or non-vehicular access points into the Community.
7. Gated communities shall provide the following:
- a) Alternative private streets shall be constructed as required and approved by the City of Buckeye.
 - b) Water, sewer, public utility, refuse collection, and emergency vehicle easements shall be granted over all private streets.
 - c) Gates shall be automated per the City of Buckeye Fire Department requirements.

Non-Residential and Mixed Use Zoning Districts

Commercial and Business Park districts strengthen the City's economic base and offer employment opportunities for the residents of the Trillium and surrounding communities. The Business Park district provides an opportunity for a mix of light industrial, office, and manufacturing in a Business Park setting. **Table 7: Permitted Non-Residential and Mixed-Use Districts** lists the non-residential districts permitted within each land use category.

Table 7: Permitted Non-Residential and Mixed-Use Districts

LAND USE	NON-RESIDENTIAL DISTRICT
NC (Neighborhood Commercial)	C-1, PO
RC (Regional Commercial)	C-3
CC (Community Core) ⁽¹⁾	NMU, C-1, SF-1, MF-1, MF-2
BP (Business Park)	BP
MU (Mixed-Use)	NMU, C-1, PO

(1) Uses within the Community Core, other than a park, recreation center, and elementary school, shall not exceed 30% of the Community Core's gross acreage.

Commercial and Business Park districts shall comply with the City of Buckeye Development Code Sections 2.5, Office and Commercial Districts and 2.6, Industrial Districts, as amended, except as modified herein. Mixed-use districts promote compatibility between residential and non-residential uses through the use of pedestrian scale, varied forms, and horizontal and/or vertical mix of uses. All mixed-use districts shall comply with the City of Buckeye Development Code Section 2.4, Mixed-Use Districts, as amended, except as modified herein.

Table 8: Non-Residential and Mixed-Use Development Standards

District			NMU	PO	C-1	C-3	BP
Density			10.0	-	-	-	-
Lot Coverage, maximum (%)			70	70	50	70	70
District Size, minimum (acres)			-	-	-	15	15
Setbacks, minimum	Adjacent to Residential Districts	Front (ft.)	-	10	10	20	50
		Side (ft.)		10	30	30	50
		Rear (ft.)		20	30	50	50
	Adjacent to Non-Residential Districts	Front (ft.)		0	0	0	Setback from peripheral property line: 25
		Side (ft.)		10 [1]	10 [1]	10 [1]	
		Rear (ft.)		0	0	0	
Building Height, maximum (ft.)			50	90	30	90	60

Notes:
[1] No requirement for side yard setback between buildings within same parcel as long as fire code and building codes are met.

Non-Residential and Mixed-Use Uses

The allowable uses permitted within each non-residential and mixed-use district shall be per Section 3.1 of the City of Buckeye Development Code, as amended, except as amended herein.

The following, which is not permitted per Table 3.1.5, is permitted as a temporary use within Trillium for the purpose of providing a temporary treatment plant to accommodate phasing prior to final construction of the wastewater treatment plant.

SF-18, SF-10, SF-6, SF-3, SF-1, MF-1, NMU, C-1, and PO: Utility facility, major.

The following, which is a conditional use per Table 3.1.5, is specifically permitted within Trillium.

“Primary” cell sites, as shown on **Exhibit 26, Wireless Communication Facilities**, are permitted by right.

The following uses, which are allowed per Table 3.1.5, are specifically not permitted within Trillium.

NMU: Shelter care facility, homeless; Convenience store with gas sales; Tobacco oriented retailer; Gasoline sales; Vehicle sales & rental; Vehicle service & repair, major; Vehicle service & repair, minor; and Bed & breakfast.

PO: Hospital

C-1: Group home; Group recovery home; Shelter care facility, homeless; Cemetery; Crematorium or funeral parlor; Vehicle service & repair, minor; and Bed & breakfast.

C-3: Cemetery; Crematorium or funeral parlor; Hospital; Animal training school; Kennel, indoor only; Veterinary clinic; Race track (auto, dog, & horse); Zoo; Sexually oriented business; Boat, and RV storage.

BP: Cemetery; Crematorium or funeral parlor; Animal training school; Race track (auto, dog, & horse); Vehicle sales & rental; and Recycling Center.

When allowed, Group home and group recovery home are subject to the following:

1. Group home and group recovery home is a conditional use per Table 3.1.5.
2. Group homes and/or Group recovery homes shall not be permitted within 800 radial feet (as measured from the closest property lines) of another Group home or Group recovery home.

General Land Development Standards

Article 5, Development and Design Standards and Guidelines of the City of Buckeye Development Code, as amended shall govern, except as modified within this CMP. Following are specific amendment to the Development Code.

Measurements and Exceptions

Measurements in all residential, mixed-use, commercial, and Business Park uses shall comply with the City of Buckeye Development Code Section 4.2, as amended, except as modified herein.

Section “4.2.4C- Height Exceptions for Structures” is amended to add the following italicized sentence:

The regulations of this Development shall not apply to barns, silos, cooling towers, fire towers, monuments, public art, or water tanks provided the structure does not exceed 75 feet in height and does not occupy a horizontal area in excess of 100 square feet. *The 75 foot height limitation shall apply, but the 100 square foot horizontal area limitation **shall not** apply to the 3 iconic towers to be located at each major community entrance on Sun Valley Parkway and Wintersburg Parkway and to be located at the Intersection of Sun Valley Parkway and Wintersburg Parkway.*

Building Standards and Guidelines

The goal of the Trillium Building Standards and Guidelines is to create and maintain a livable, attractive, quality development while continuing to add to the “friendly city” characteristics of Buckeye. All residential, commercial, Business Park, and mixed-use building standards and guidelines shall comply with the City of Buckeye Development Code Sections 5.7, 5.8, 5.9, and 5.12, as amended, except as modified herein.

Section “5.7.2.C – Maximum Garage Width” is amended by deleting the existing section within the code and replacing it with the following:

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 35% of the overall building façade on lots having a typical width greater than 80 feet, 45% of the overall building façade on lots having typical widths greater than 60 feet and less than or equal to 80 feet and 55% of the façade on lots having a typical lot width of 60 feet or less.

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, including those that front on an alley, courtyard or similar shared drive.

Building façade is defined as: Front of home parallel to the street plus the following: Where livable area is forward of the garage, the length of the wall return from the forward livable area to the 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.

Section “5.7.3.B.1 – Orientation of Dwellings to the Street” is amended by deleting the existing section within the code and replacing it with the following:

- i. On all lots 55 feet or less in width, each residence 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.*
- ii. 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 and the entrance is visible from neighboring units.*

Section “5.7.3.B.2 - Architectural Variety” is amended to add the following:

- iv. As a standard feature, stone, brick, or accent façade material shall be provided on at least one elevation for each floor plan.*

Large Lot Development Standards

Village 3 is planned to develop at a density of 1.8 dwelling units per acre. A range of zoning districts and lot sizes are permitted; thus, creating diversity and supporting sustainability. A range of higher to lower density residential parcels will be strategically situated throughout Village 3. A softer footprint will be applied to parcels with lots greater than 30,000 square feet as outlined below. To accomplish this, disturbance areas shall be established and walls shall be situated to blend with the character and nature of this distinctive area. Refer to the section titled “Open Space, Trails, and Parks” referring to Open Space Corridor Edge Treatment for additional design standards along the Hassayampa River and Wagner Wash.

Disturbance Areas

Lots ranging 30,000 to 43,000 square feet shall be limited to a disturbance area of 20,000 square feet. Lots 43,000 square feet and greater shall be limited to a disturbance area of 25,000 square feet. The non-disturbance area shall not have any improvements other than necessary underground infrastructure and perimeter fencing, as described in the Individual On-Site Walls section below. A natural area open space easement shall be granted over the non-disturbance areas.

Individual On-Site Walls

On lots 30,000 square feet or greater, perimeter walls shall be set at or outside of the disturbance limit at the side or rear property line. When an individual lot is adjacent to significant natural common area open spaces, at least 50% of the wall shall be view fence.

Landscaping Standards

Landscaping within Trillium will be themed in keeping with the overall Sonoran desert setting. Land uses, roadways, pathways and trails and landscaping are all designed to enhance the uniqueness of this environment, while still providing an overall framework to tie the community together as a whole.

Landscaping in all residential, mixed-use, commercial, and Business Park uses shall comply with the City of Buckeye Development Code Section 5.4, as amended, except as modified herein.

“**Table 5.4 –1 – Site Landscaping Requirements**” is amended by deleting the minimum percentage of parcel to be landscaped within residential developments of 30%, and replacing with the following 2 sentences:

- 1) *Multifamily developments shall have a minimum of 15% landscaped area within the parcel.*
- 2) *Residential developments shall have a minimum of 20% landscaped area averaged throughout Trillium. Landscaped areas include the Community Park, neighborhood and pocket parks. Each preliminary plat for single family residential parcels shall track the cumulative landscaped areas to assure the overall 20% is met. This analysis shall take into account other usable open space, parks, and recreation centers located within the vicinity of the parcel.*

Off-Street Parking

Off-Street Parking shall comply with the development standards defined in the City of Buckeye Development Code Section 5.6, as amended, except as modified herein.

Section “4.3 – Off-Street Parking Requirements” is amended to add the following sentences:

- 1) *Off-street parking is not required for pocket parks or for neighborhood parks less than 4 acres in size. Off-street parking is recommended for any neighborhood park exceeding 5 acres in size and required for any neighborhood parks exceeding 8 acres in size.*
- 2) *A study may be completed in accordance with “4.3.3-Schedule C” by the developer or property owner, when the developer or property owner believes that 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. The study shall be reviewed by the City and approved by the Director.

Screening

Fences, walls, and screening in all residential, mixed-use, commercial, and Business Park uses shall comply with the City of Buckeye Development Code Section 5.4.5, as amended, except as modified herein.

Section “5.4.5.B.1.b – Fences and Walls, Height, Side and Rear” is amended to add the following:

The maximum height of any privacy wall, excluding retaining wall, shall not exceed 7 feet adjacent to collector streets and 8 feet adjacent to arterial streets or parkways. The maximum height, inclusive of the privacy wall and any required retaining wall, shall not exceed 8 feet adjacent to collector streets and 9 feet adjacent to arterial streets or parkways.

Signage

Refer to **Exhibit 17, Signage** for general theme and concepts envisioned for Trillium. Signage standards and requirements shall comply with the City of Buckeye Development Code Section 5.11, as amended, except as modified herein.

Section “5.11 – Signs” is amended to add the following:

Trillium Monuments and Signage- *signage is allowed to be placed on community, village, and neighborhood monumentation as long as the scale and character of the signage is generally in conformance with that shown on **Exhibit 17, Signage**.*

Street Lighting

Street lighting shall conform to Section 5.10, Exterior Lighting of the City of Buckeye Development Code and Section 7.2, Public Street Lights of the City of Buckeye Engineering Design Standards.

Wireless Communication Facilities

The Trillium CMP consists of neighborhoods and employment centers including a mix of uses intended to create a sustainable community. In order to have an environment that utilizes current and future wireless technology, the Trillium CMP includes provisions for the design, development, and operation of wireless communication facilities to serve the needs of the residents and business community.

In order to expedite the development of wireless infrastructure, five wireless communication facility sites have been selected for the “primary” cell towers as a

permitted use, subject only to site plan review. These locations are approved with the CMP. The locations of these “primary” sites are identified with **Exhibit 26, Wireless Communications Facilities**.

As wireless communication usage expands, additional wireless communication facilities, or “future” cell towers, will be necessary to manage the increased capacity. All wireless communication facilities, both “primary” and “future”, are subject to Section 3.2.2.1, Towers; Transmitting Stations of the City of Buckeye Development Code except as modified herein. Wireless facilities constructed and used for public safety purposes are exempt from these regulations.

Section “3.2.2.1.1 – Transmitting Station” is amended to add the following sentences shown in *italics* below:

Transmitting stations may be located on the ground, on mixed use or non-residential buildings, or on a structure such as a flagpole, light standard, or water tower, but only within those zoning districts indicated in Table 3.1-1 or those “primary” facilities as indicated on **Exhibit 26, Wireless Communication Facilities**.

Antennae mounted to the roof of a structure is allowed to exceed the established building height by 20 feet provided antennas are concealed or otherwise integrated into the building architectural design.

Antennae mounted to the sides of a building is allowed to exceed the established building height by 20 feet provided antennas are concealed or otherwise integrated into the building architectural design .

Section 3.2.2.1.2.a – Evidence of Need to Tower” is amended to add the following sentence:

All wireless communication companies shall be required to locate on existing towers in the Trillium CMP unless an approved, independent radio frequency (RF) study confirms the need for a new wireless communication facility.

Section “3.2.2.1.2.b – Basic Maximum Height” and **Section “3.2.2.1.2.c – Co-Location Bonus Height”** are amended to replace Sections 3.2.2.1.2.b and 3.2.2.1.2.c with the following:

All freestanding structures shall be restricted to 75 feet in conditional use zones or as a secondary use and 125 feet in permitted use zones. Height for a freestanding tower must be measured from grade to the highest point on the tower structure, including any installed antennae and lighting and supporting structures.

Section “3.2.2.1.2.d – Yards” is amended to replace Section 3.2.2.1.2.d with the following sentences:

Accessory equipment located on the ground shall meet the setback requirements of the underlying district, unless the equipment is located within public right-of-way or within a walled compound. The location of the equipment in public right-of-way shall be subject to review and approval by the City of Buckeye.

The required setback shall be equal to the height of the tower unless sited adjacent to major power transmission corridors or utility substations, in which case the setback shall not apply to side(s) adjacent to the power transmission corridor or utility substation.

Section “3.2.2.1.2.f – Buffering, Screening, and Fencing” is amended to modify Section 3.2.2.1.2.F with the following:

All fences and walls, other than wireless facilities that are part of a Distributed Antenna System approved by the City to be located within public right-of-way, must be screened as provided in Section 5.4.5, Fences, Walls, and Screenings. The base of the tower and each guy anchor must be surrounded by a fence or wall at least eight feet in height that effectively screens the view of the tower compound and accessory facilities from view from adjacent streets and properties.

New wireless communication facilities that are part of a Distributed Antenna System (DAS) approved by the City to be located within public right-of-way are exempt from the masonry screen wall and setback requirements when antenna are mounted on light standards, traffic control poles, and other existing structures. In this case, an alternate screening plan shall be provided by the Landowner to the Development Services Director for review and approval.

Stealth sites are a requirement in any residential or mixed-use zoned property.

Section “3.2.2.1.2.g – Co-Location of Existing Towers” is amended to add the following:

All freestanding structures shall be designed to accommodate a minimum of two wireless communication companies.

Section “3.2.2.1.2.h – Construction Standards” is amended to add the following:

Antennae mounted to the sides of a building shall not extend from the wall of the building more than fifteen (15) inches.

Antennae mounted to other vertical elements shall be painted to match the structure.

Antennae attached to major power line transmission towers:

- i. The antenna array and any related equipment on a major utility transmission tower or pole shall be located below the power lines.*

- ii. *Antenna and cabling shall be painted to match the existing structure.*

Antennae attached to other existing vertical elements, including structures, ball field lights, or other pole-like features:

- i. *The maximum width of the antenna array shall not exceed four (4) feet from center to center of antenna panels.*

Section “3.2.2.1.2.i – Access” is amended to replace Section 3.2.2.1.2.i with the following sentences:

Wireless communication facilities shall be served by a durable, all-weather drive from a roadway right-of-way or access easement. Said drive shall be constructed with an all-weather surface consisting, at a minimum, of aggregate base course (ABC) with a dust-less surface and shall be able to support emergency vehicles.

Section “3.2.2.1.2.j – Maintenance, Operation, and Removal” is amended to add the following:

Each tower owner shall maintain the equipment building(s) and the support or tower structure; including the cost of removal in the event the facility is abandoned for more than one year.

Infrastructure

Master Drainage Plan

The main objectives of the Drainage Master Plan is to ensure that the Trillium development provides 100-Year flood protection to habitable structures and the downstream drainage conditions are not significantly altered by the development of this Project. The flood protection systems consider both the potential of offsite flooding sources and the surface runoff generated by individual properties within the watershed.

Physical Constraints

There are physical constraints associated with the natural drainage patterns within this area that provide unique challenges related to the ability to design new drainage facilities. The primary physical constraints include 1) the Hassayampa River, 2) Wagner Wash, which has been identified as a Jurisdictional Water of the United States, and 3) culverts beneath Sun Valley Parkway.

There are also numerous natural washes that convey on- and offsite stormwater runoff across the Property. Some of the existing washes may be kept natural to pass these flows through the Project. 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.

Drainage Design Criteria

Trillium will have a pre vs post discharge drainage criteria for the peak 100-year rainfall event. Wagner Wash is a well-defined, regional wash tributary to the Hassayampa River with a FEMA mapped floodplain and floodway. Additionally, Wagner Wash is not tributary to any onsite or offsite ponding conditions along the I-10 embankment or CAP canal. Due to the proximity and direct connectivity of the Property to the Hassayampa River the resulting peak flow in the Hassayampa River will not be increased since the discharge hydrograph for Trillium will occur well in advance to the peak discharge generated by the upstream watershed. However, drainage corridors, directly tributary to the Hassayampa River and Wagner Wash in this watershed will still demonstrate adequate storage capacity so that post-development peak flows will not exceed pre-development peak flows.

Developed areas that drain to the Hassayampa River or Wagner Wash will provide retention to limit the post-development peak discharge compared to the pre-development peak discharge using the greater storage volumes calculated by the First Flush or the 100-year, 2-hour Pre- vs. Post-developed conditions.

Retention/detention basins will be designed so that the runoff shall be disposed of within thirty-six (36) hours either by percolation, drywells or bleed-off connections into

approved drainage ways. Flows from basins shall be in the location and direction of the historic flows.

Many of the washes within the Property will be required to be modified to handle alluvial fan flows identified in the FCDMC Sun Valley Area Drainage Master Plan. The water surface elevation in the channels of washes will remain one foot below any adjacent property.

Wagner Wash represents the most significant watercourse that passes through the interior of the Project. The wash also acts as the hydrologic outfall for all but the westernmost edge of the Project area, which drains directly to the Hassayampa River. The wash has a watershed comprised of many square miles stretching north and east of the site. Wagner Wash is the only Section 404 Jurisdictional Water delineated within the Project. Given the magnitude of the flows conveyed by the wash, and its jurisdictional status, encroachment into Wagner Wash's 100-year floodplain is expected to be relatively limited. The natural watercourse will remain largely undisturbed, and will continue to act as the primary outfall for the Project.

The Master Drainage Report, located in **Appendix C**, 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 **Exhibit 27, Drainage Plan**.

Master Potable Water Plan

The Potable Water system for the community has been designed to function both as a part of the larger City of Buckeye system at full build-out of the City's system and as a stand-alone system for serving solely the Trillium community until the City's system is fully built out. A full water study has been completed for the Trillium community and is presented in the Master Potable Water Report for Trillium, prepared by HILGARTWILSON in July 2016. The Master Potable Water Report discusses the proposed potable water infrastructure in detail and should be reviewed in conjunction with this CMPA.

At full build-out, the average day demand for Trillium and a small adjacent offsite area northeast of the Project, which will also be served by the Trillium water campus, is 3,257 GPM (4,690,047 gallons per day). In accordance with current City of Buckeye design standards, the average day demand is calculated using the following demand factors: 2,009 gallons per acre per day for commercial sites, 75 gallons per student per day for elementary school sites, 125 gallons per student per day for the high school site, and 480 and 375 gallons per dwelling unit per day for low/medium and high density residential units, respectively. A population density of 3.2 people per dwelling unit is used for single family residential units, a population density of 2.5 people per dwelling unit is used for multi-family units, and a population density of 2.0 people per dwelling unit is used for active adult units.

At full build-out, the projected maximum day demand and peak hour demand for Trillium, and the small adjacent offsite area northeast of the Project, are projected to be 5,863 GPM (8,442,085 gallons per day) and 9,771 GPM (14,070,142 gallons per day), respectively. The anticipated water storage requirement for the community and the small adjacent offsite area northeast of the Project, as determined using City of Buckeye engineering design criteria is 6.0 million gallons of usable storage.

The Arizona Department of Water Resources (ADWR) has issued two Certificates of Assured Water Supply (CAWS) for the Trillium community. Both of these certificates (Numbers 29-402095.0001 and 29-500049.0001) were issued in December of 2006 – one certificate for each of the two phases of development planned at that time.

Based on the results from groundwater analysis completed by Southwest Ground-water Consultants for an existing well in the Trillium area between 2006 and 2008, it is anticipated that the wells developed for Trillium will each have a capacity of at least 1,800 gpm to 2,000 gpm. Assuming a flow rate of 1,800 gpm from each well and a maximum pumping time of 18 hours per day, it is anticipated that six wells will be required for Trillium to meet the City's full source capacity and redundancy requirements. It is anticipated that five of the wells will be located east of Wagner Wash, and one northwest of the wash. (See **Exhibit 28, Potable Water Plan**)

The Trillium site will be served by two pressure zones due to the range of elevations across the site. It is anticipated that the majority of the site will be in the City's Pressure Zone 5, as defined by the City of Buckeye pressure zone elevation ranges. Portions of the west and southwest regions of the site will be in Pressure Zone 4. The proposed water supply facility (WSF) will be constructed within Zone 5, near the pressure zone boundary, and will function as a dual zone facility. The WSF will serve each zone through pumps and distribution lines dedicated to each zone, with storage tanks being shared between the zones. Pressures throughout the service area will be maintained in accordance with current City standards. Individual PRVs will be provided as required by the City at the time of final design. It is anticipated that one municipal PRV facility will be required along the boundary between the two pressure zones.

Hydraulic water model analysis of the designed infrastructure shows that pressures within the community remain between 51 psi and 110 psi for the domestic scenarios modeled. Maximum and minimum pressures for the average day demand scenario are 110 psi and 54 psi, respectively. Maximum and minimum pressures for the maximum day demand scenario are 109 psi and 54 psi, respectively. Maximum and minimum pressures for the peak hour demand scenario are 107 psi and 51 psi, respectively. All fire flow requirements are also met with residual pressures remaining above 20 psi during maximum day plus fire flow conditions. All hydraulic water analysis and fire flow requirements will be subject to the approval of the City of Buckeye.

The Master Potable Water Report, located in **Appendix D**, details the potable water study. The results of the study are shown in the **Exhibit 28, Potable Water Plan**.

Master Wastewater Plan

The Wastewater Master Plan sizes and locates the wastewater collection system for the Trillium development. The Trillium wastewater collection system for the community will also serve a small area of offsite flows northeast of the Project. The Trillium Water Reclamation Facility (WRF) and collection system service area is illustrated on **Exhibit 29, Wastewater Plan**. A full wastewater study has been completed for the Trillium community and is presented in the Master Wastewater Report for Trillium, prepared by HILGARTWILSON in July 2016. The Master Wastewater Report discusses the proposed wastewater collection system in detail and should be reviewed in conjunction with this CMPA. The report also discusses an analysis that was completed to show the portion of the future Sun Valley community that could gravity flow to the Trillium WRF if the City decides to use the Trillium WRF as a larger regional facility.

In accordance with current City of Buckeye design standards, the on-site wastewater collection system is designed using the following flow factors: 1,500 gallons per acre per day for commercial sites, 50 gallons per student per day for elementary school sites, 75 gallons per student per day for high school sites, and 100 gallons per capita per day for residential sites. A peaking factor is applied to the average daily flow to properly size the sewer collection lines to handle anticipated peak flows. Consistent with the City's current design guidelines, the peaking factor for sewer lines 8-inches and 10-inches in diameter is 4.0, and for sewer lines 12-inches and larger, the peaking factor is based on the upstream population the sewer line will serve, with a minimum peaking factor of 2.0.

All on-site wastewater collection lines will be a minimum of 8 inches in diameter. These collection lines will tie into sewer trunk mains ranging in size from 8 inches to 30 inches, which convey the wastewater flows to the WRF. (See **Exhibit 29, Wastewater Plan**)

The wastewater collection system will tie into the proposed WRF, which will be located in the southwest corner of the development site. This location places the WRF in the lowest-lying area of the community, thereby allowing for most of the development to be served by gravity sewer and minimizing the number of lift stations needed within the community and also minimizing the size of such lift stations. The average daily flow, including flow from Trillium and from the small offsite area northeast of the Project, projected to be treated at the WRF is 3.20 MGD is projected to be treated at the WRF at ultimate buildout. The peak flow calculated for ultimate buildout is 6.40 MGD.

The Master Wastewater Report, located in **Appendix E**, details the wastewater study. The results of the study are shown in the **Exhibit 29, Wastewater Plan**.

Master Reclaimed Water Plan

The reclaimed water system for the community has been designed to distribute treated effluent from the Trillium WRF to various parks and developed open spaces throughout Trillium for irrigation purposes. A full reclaimed water study has been completed for the Trillium community and is presented in the Master Reclaimed Water Report for Trillium,

prepared by HILGARTWILSON in July 2016. The Master Reclaimed Water Report discusses the proposed reclaimed water distribution system in detail and should be reviewed in conjunction with this CMPA.

It is anticipated the reclaimed water system will serve various parks and developed open space areas, including the Community Park and significant neighborhood parks. Other significantly-sized landscaped areas may also be served by the reclaimed water system where deemed appropriate. Depending on size and proximity to the reclaimed water mains, these may include pocket parks, landscaped areas along arterials and collector streets, community paths/trails, and landscaped tracts, where deemed appropriate.

The projected average day reclaimed water demand for the parks and significant developed open spaces within the Trillium development is estimated to be 481 GPM (692,640 gallons per day) at full build out. In accordance with current City of Buckeye design criteria for water systems, the average day reclaimed water demands are calculated based on the following demand factors: 1,786 gallons per acre per day for developed open spaces / parks and 4,325 gallons per acre per day for turf (See Table 1 in the City of Buckeye Engineering Design Standards, Section 3-1: Water, Adopted December 2012). The Master Reclaimed Water Plan assumes a mix of turf and desert landscaping for the parks and developed open space areas.

The reclaimed water system will consist of 4-inch to 12-inch pipelines. The system will be served by booster pumps supplied from an effluent storage tank located at the proposed WRF and a second set of booster pumps supplied from an effluent storage tank at the water campus. The two largest parks may also be served by treated effluent stored in private recreation lakes at each park.

The Master Reclaimed Water Report, located in **Appendix F**, details the reclaimed water study. The results of the study are shown in the **Exhibit 30, Reclaimed Water Plan**.

Utilities

Water Supply

The water supply system for the Community shall conform to the Master Potable Water Report, as set forth in **Appendix D**, and any refinements thereto.

Wastewater Facilities

Wastewater facilities for the Community shall conform to the Master Wastewater Report, as set forth in **Appendix E**, and any refinements thereto.

Reclaimed Water Facilities

Reclaimed Water facilities for the Community shall conform to the Master Reclaimed Water Report, as set forth in **Appendix F**, and any refinements thereto.

Underground Utilities

All utility lines, including electrical service lines, but not including transformers or enclosures containing equipment *such* as switches, meters or capacitors which are ground mounted, shall be placed underground in accordance with the specifications and policies of the respective utility company, except 69 KV or larger transmission lines, which will remain above ground.

Project Governance

Covenants, Conditions, and Restrictions

Trillium Covenants, Conditions, and Restrictions will set forth rules and regulations governing homeowner's rights and requirements.

Homeowners' Association

A Master Trillium Homeowners' Association will be organized to ensure long-term compliance with the Covenants, Conditions and Restrictions. Multiple Sub-Associations (designed to provide for individual parcel level maintenance or standards) may also be created. The Homeowners' Association(s) will assess monthly fees for the maintenance of landscaped common areas, landscaping in the right-of-way including medians, parks and other Community facilities.

Community Facilities District

A Community Facilities District(s) may be created to finance the installation and/or operations and maintenance of some or all the public infrastructure necessary to serve the Trillium community.

Adoption of Plan / Framework

It is essential that any CMP be compatible with and in substantial compliance with the City's General Plan policies and guidelines, zoning, and other City requirements. The Trillium CMP has been carefully crafted to comply with regulatory and policy documents.

Relationships

The land uses, densities and intensities, and development standards as set forth in this Community Master Plan and as adopted with a Development Agreement remain applicable to the Property. In the event of a conflict between the development standards of the CMP and the City Development Code, the CMP shall govern. The development standards remain with the CMP and supersede the City's Development Code (i.e. setbacks, lot coverage, density arrangement, and types of uses).

General Plan

A General Plan land use designation is Master Planned Community. The Trillium CMP conforms to the General Plan Land Use designation.

Development Agreement

The existing previously approved development agreement will be amended in conjunction with the Trillium CMP.

Land Use Master Plan

Adoption of the Trillium CMP results in its land uses becoming the permitted uses within the City's Planned Community District for the Project. All developed property within the Community shall comply with the uses set forth.

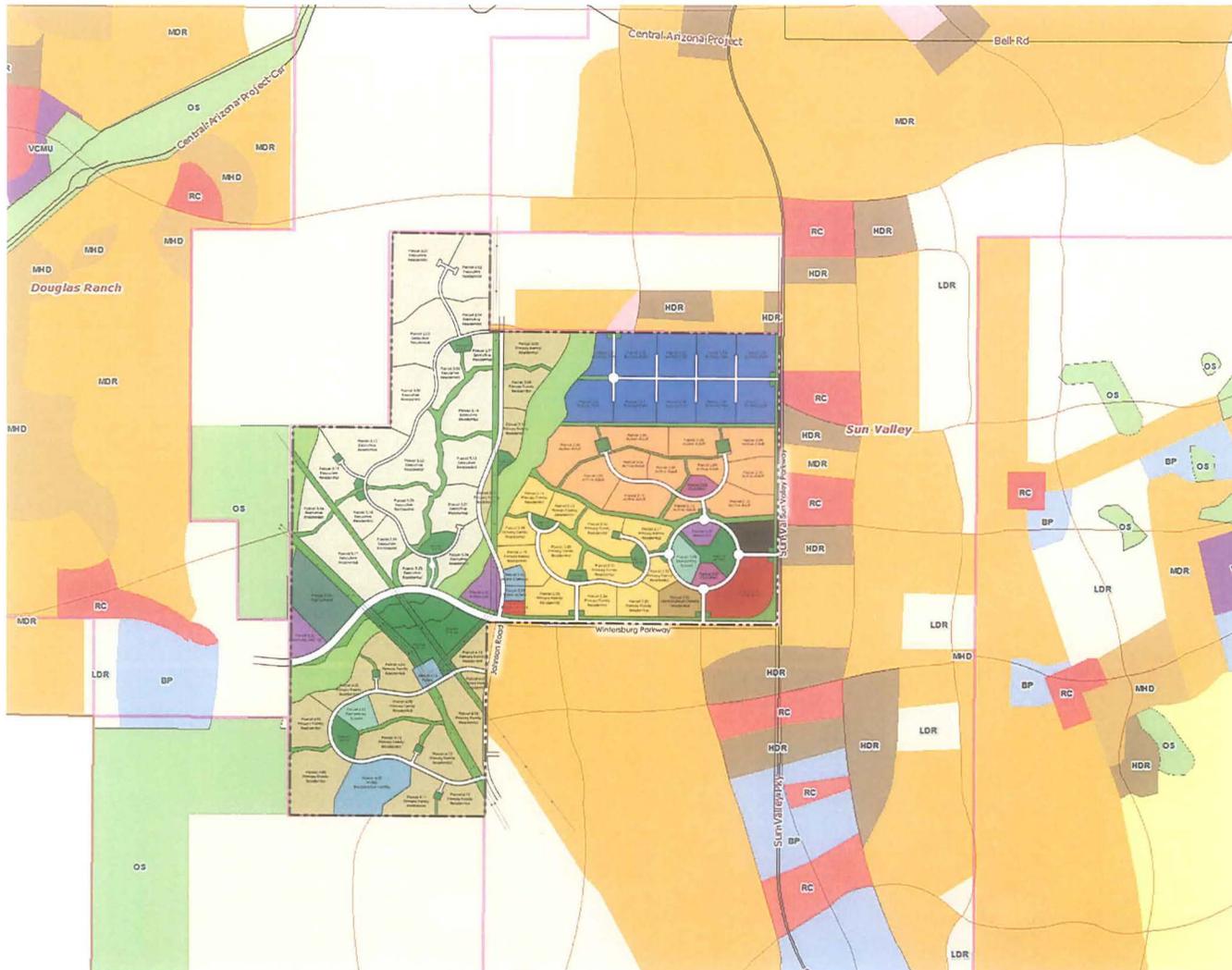
Exhibit 8, Land Use Master Plan graphically depicts the land uses within Trillium. The master engineering studies support the plan. **Exhibit 8, Land Use Master Plan** is the regulatory document for Trillium, while **Exhibit 9, Conceptual Land Plan** depicts a concept anticipated at this time. It is important to note that, as the Project develops, the mix of land uses identified in **Table 4: Land Use Budget** will be implemented.

Certain flexibility is built into the CMP, for example, it is possible that Trillium will include the development of a golf course and golf courses have been included as a permissible use in various Trillium zoning districts. However, the specific locations of golf courses are not included in the Conceptual Land Plan, with the understanding that this use can be included at the time of preliminary plat without necessitating a CMP amendment. In this instance, sufficient flexibility in design has been provided to allow the introduction of a golf course without reducing the permitted number of residential units within Trillium.

It is the intent of this CMP to provide sufficient flexibility with the preliminary plat to minimize the need for any CMP amendments as long as there is compliance with **Exhibit 8, Land Use Master Plan**; the general mix of land uses identified in and defined in **Table 4: Land Use Budget**; **Table 5: Permitted Residential Districts**; **Table 7: Permitted Non-Residential and Mixed-Use Districts**; and the development standards as shown in **Table 6: Residential Development Standards** and **Table 8: Non-Residential and Mixed-Use Development Standards**.

Phasing

As with any large CMP, market economics will have a significant impact on the overall phasing of the Project. It is anticipated that the Community will be phased, starting with Village 2. Phases will be based on market conditions, industry factors, and/or business considerations, as determined by the developer. The developer may phase the Project as deemed appropriate by the developer, as long as each phase is properly engineered with adequate utilities and streets to serve each phase. Ultimate utility phasing, as discussed in each utility master plan, will be determined with each preliminary plat submittal. In addition, phasing could include alternative solutions such as a temporary treatment plant.



Trillium

BUCKEYE, ARIZONA

Surrounding Land Uses &
Street Alignments
Exhibit 1

JF Purchase, L.L.C.
TW Purchase, L.L.C.

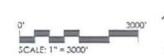
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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Trillium

BUCKEYE, ARIZONA

Existing Sun Valley & Trillium Land Use Plan Exhibit 2

Legend

- Very Low Density Residential (0-1 DU/Ac.)
- Low Density Residential (1-3 DU/Ac.)
- Medium Density Residential (3-6 DU/Ac.)
- Medium/High Density Residential (6-10 DU/Ac.)
- High Density Residential (10-15 DU/Ac.)
- ⊕ Elementary Schools
- ⊕ High Schools
- Parks
- Open Space
- Waste Water Treatment Facility
- Mixed-Use
- Community Commercial
- Regional Commercial

JF Purchase, L.L.C.
TW Purchase, L.L.C.

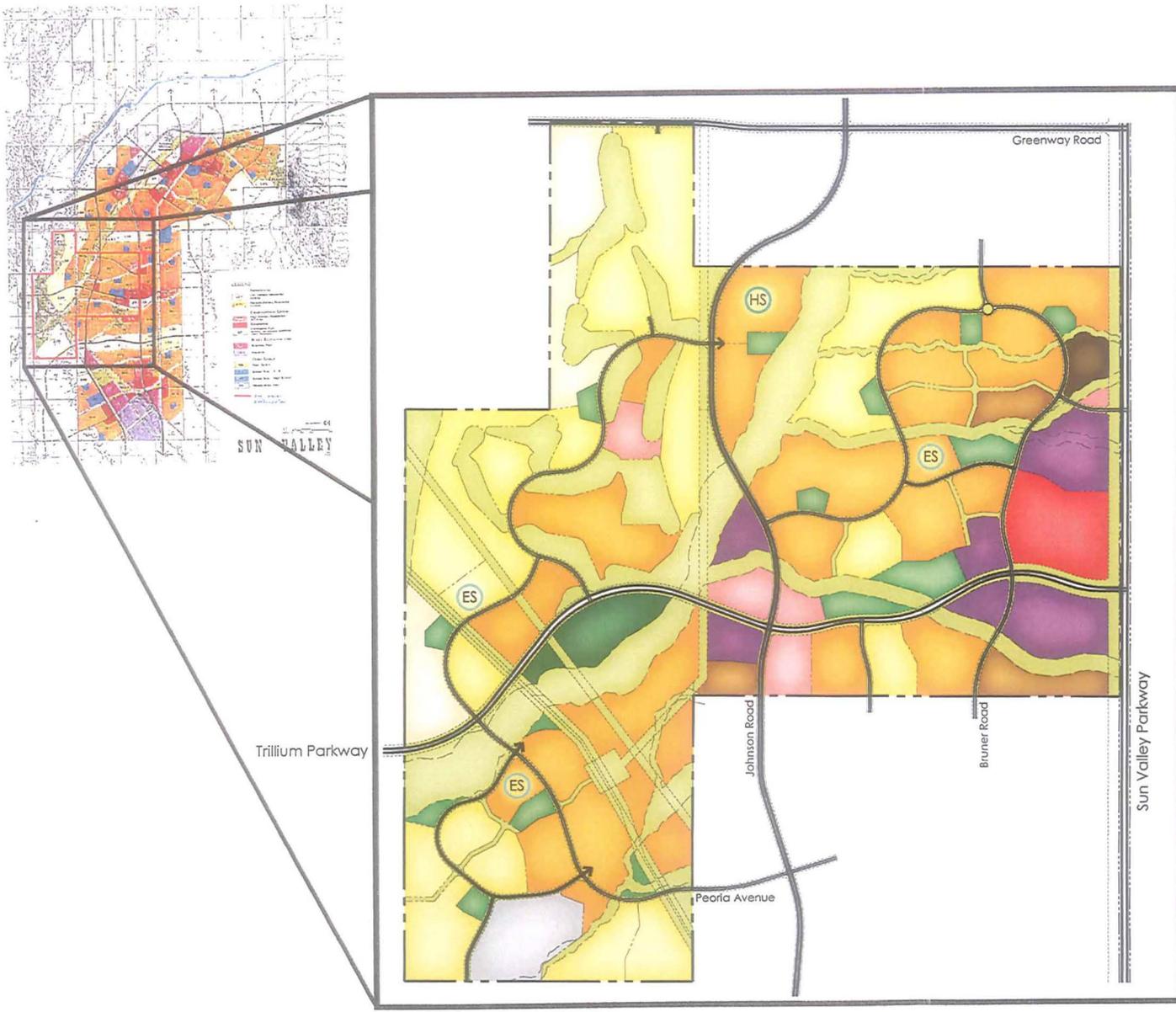
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

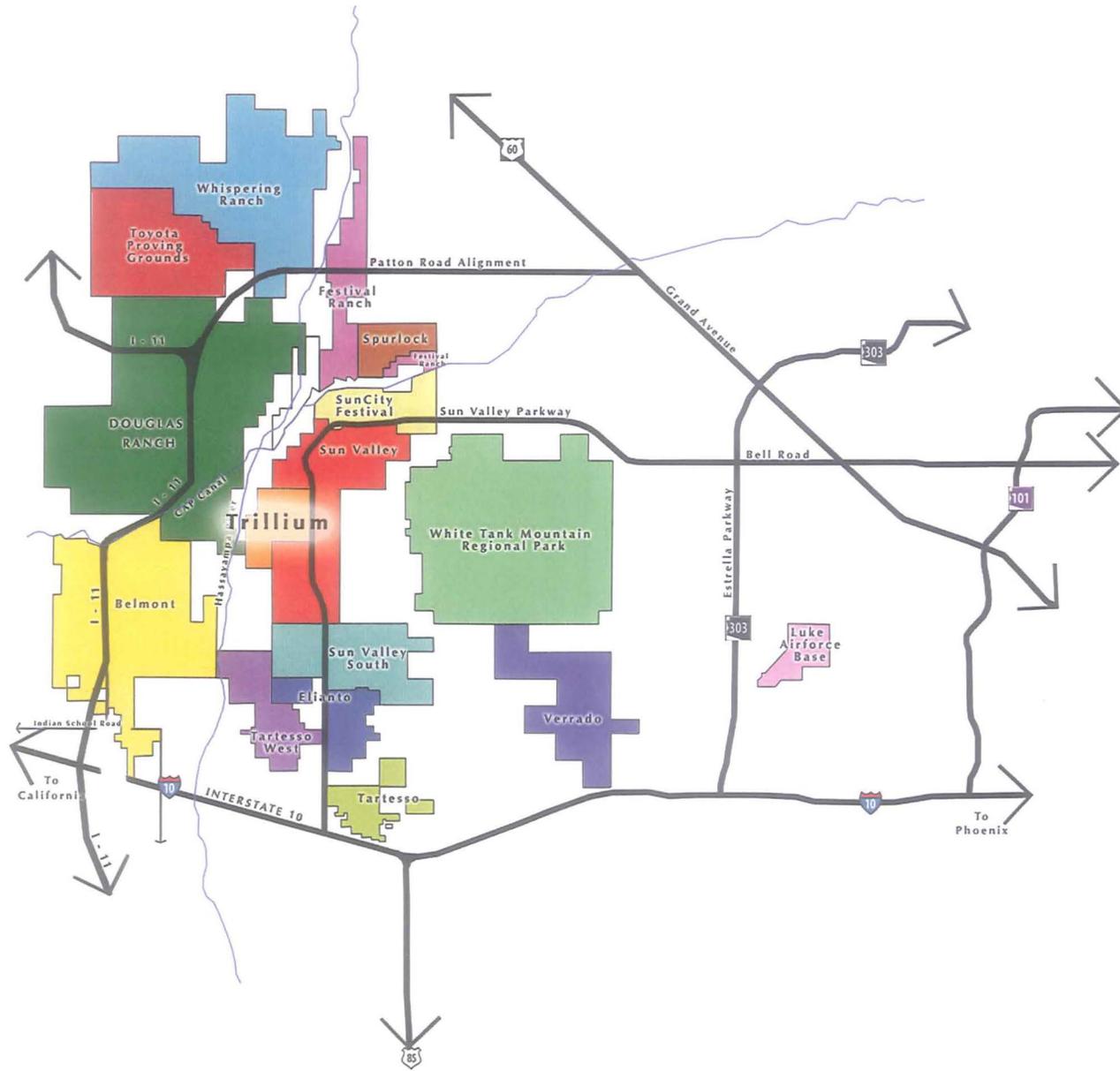
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Trillium

BUCKEYE, ARIZONA

Regional Location Map
Exhibit 3

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
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Trillium

BUCKEYE, ARIZONA

Surrounding Properties
Exhibit 4

JF Purchase, L.L.C.
TW Purchase, L.L.C.

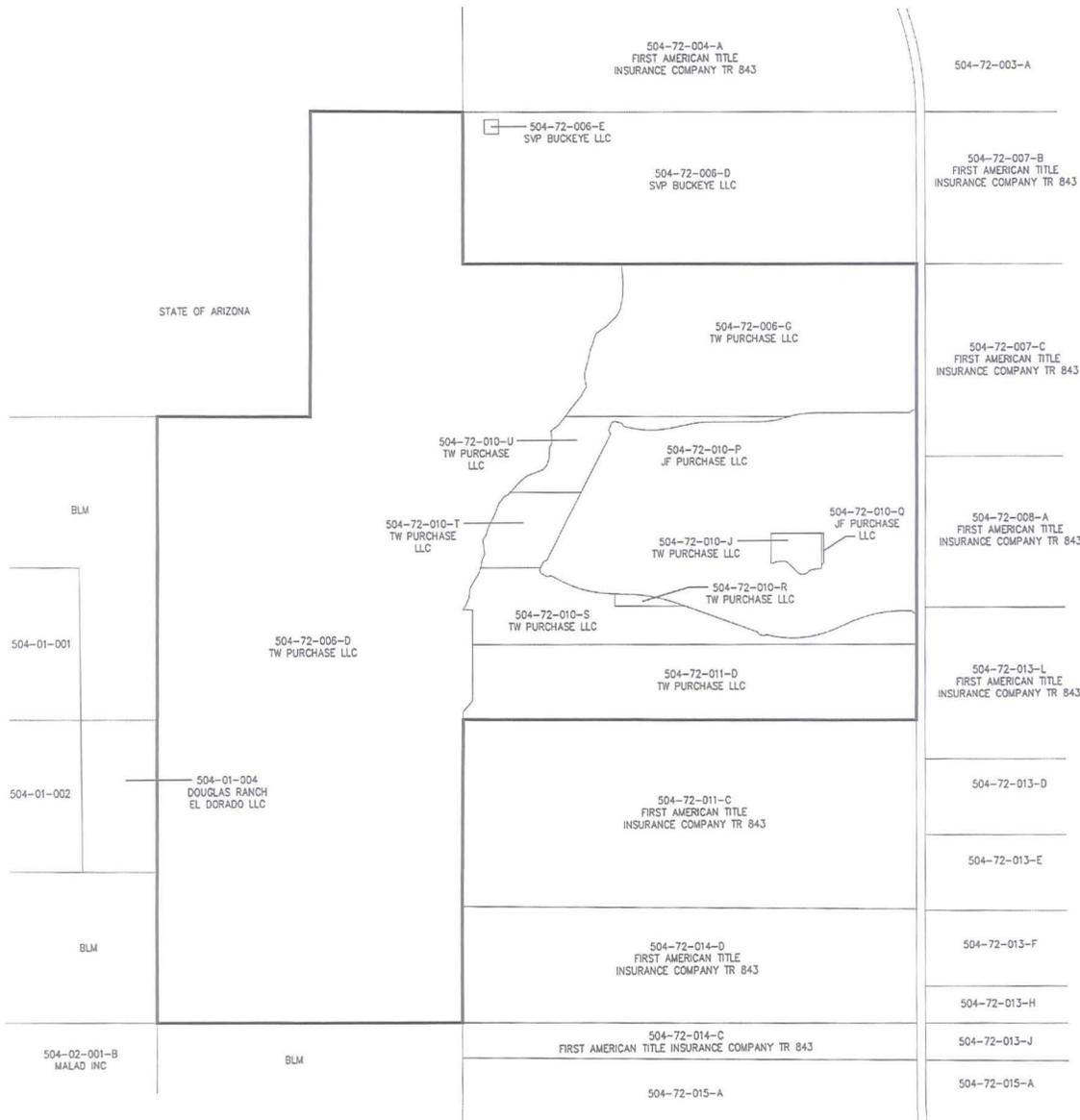
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

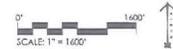
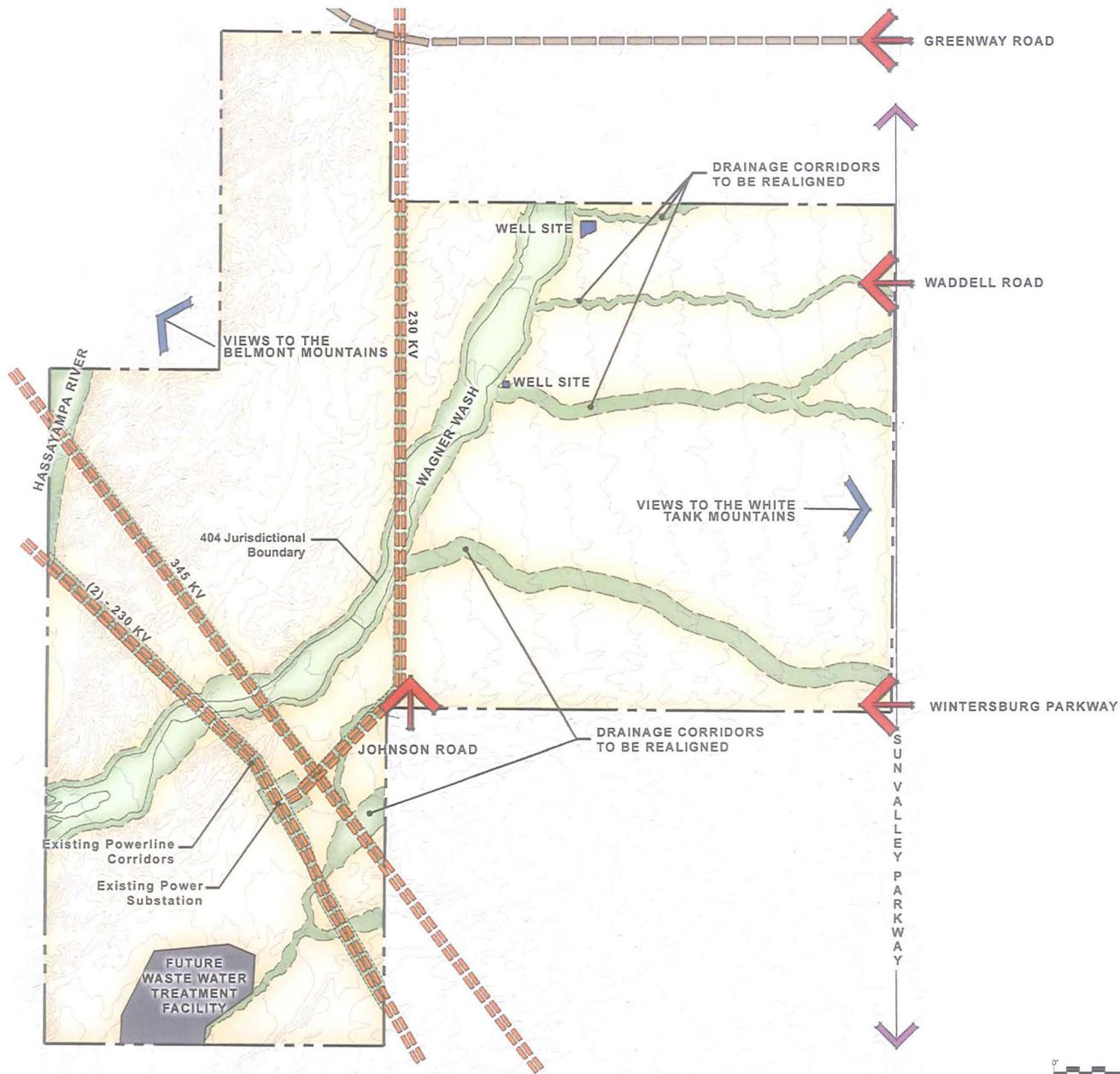
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 BUCKEYE, ARIZONA

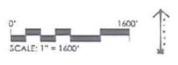
Opportunities & Constraints
 Exhibit 5

JF Purchase, L.L.C.
 TW Purchase, L.L.C.
 El Dorado Holdings Inc.,
 JDM Partners, L.L.C.

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Trillium

BUCKEYE, ARIZONA

Jurisdictional Waterways
Exhibit 6

JF Purchase, L.L.C.
TW Purchase, L.L.C.

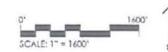
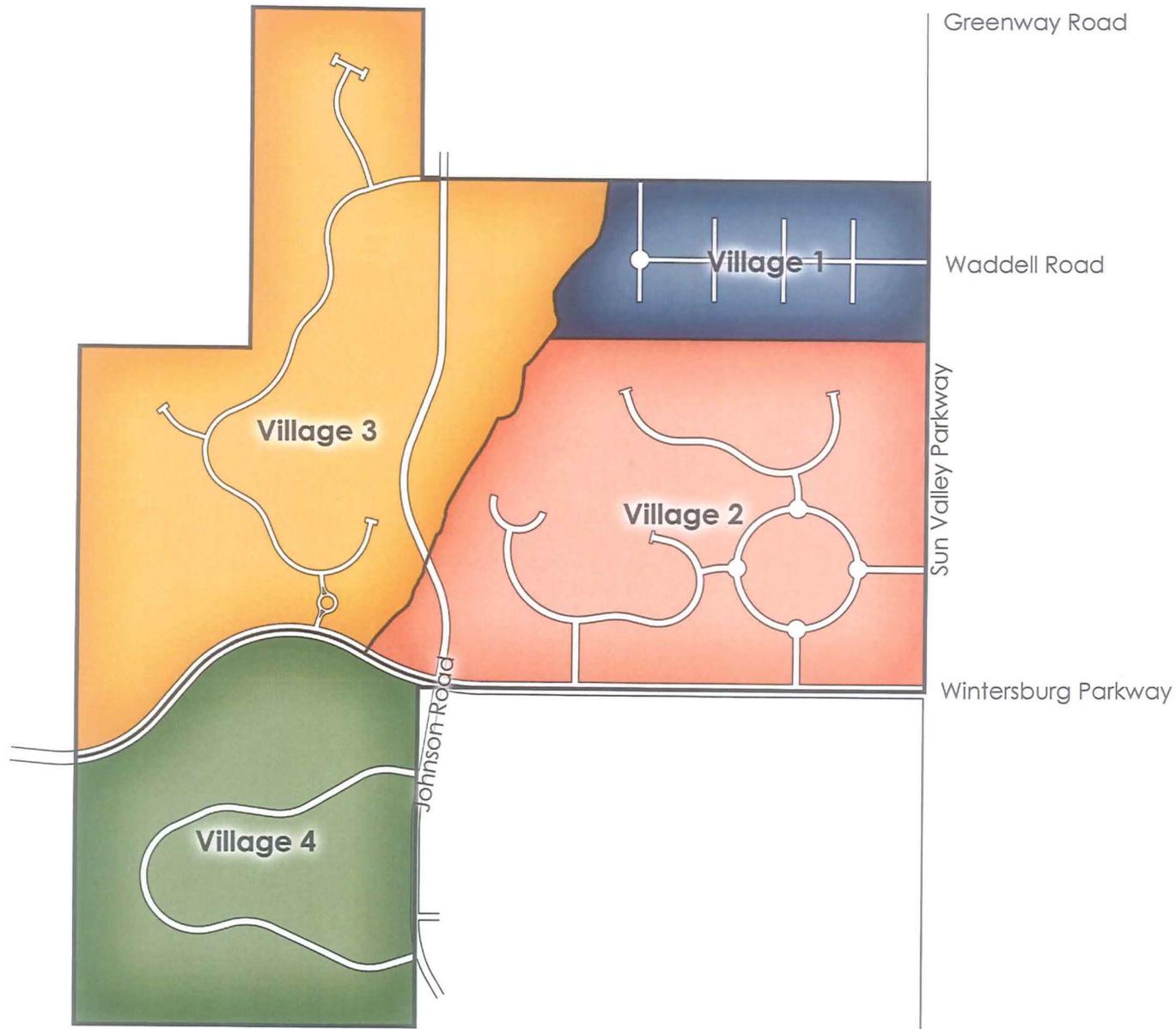
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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July, 2016



Trillium

BUCKEYE, ARIZONA

Community Framework
Exhibit 7

JF Purchase, L.L.C.
TW Purchase, L.L.C.

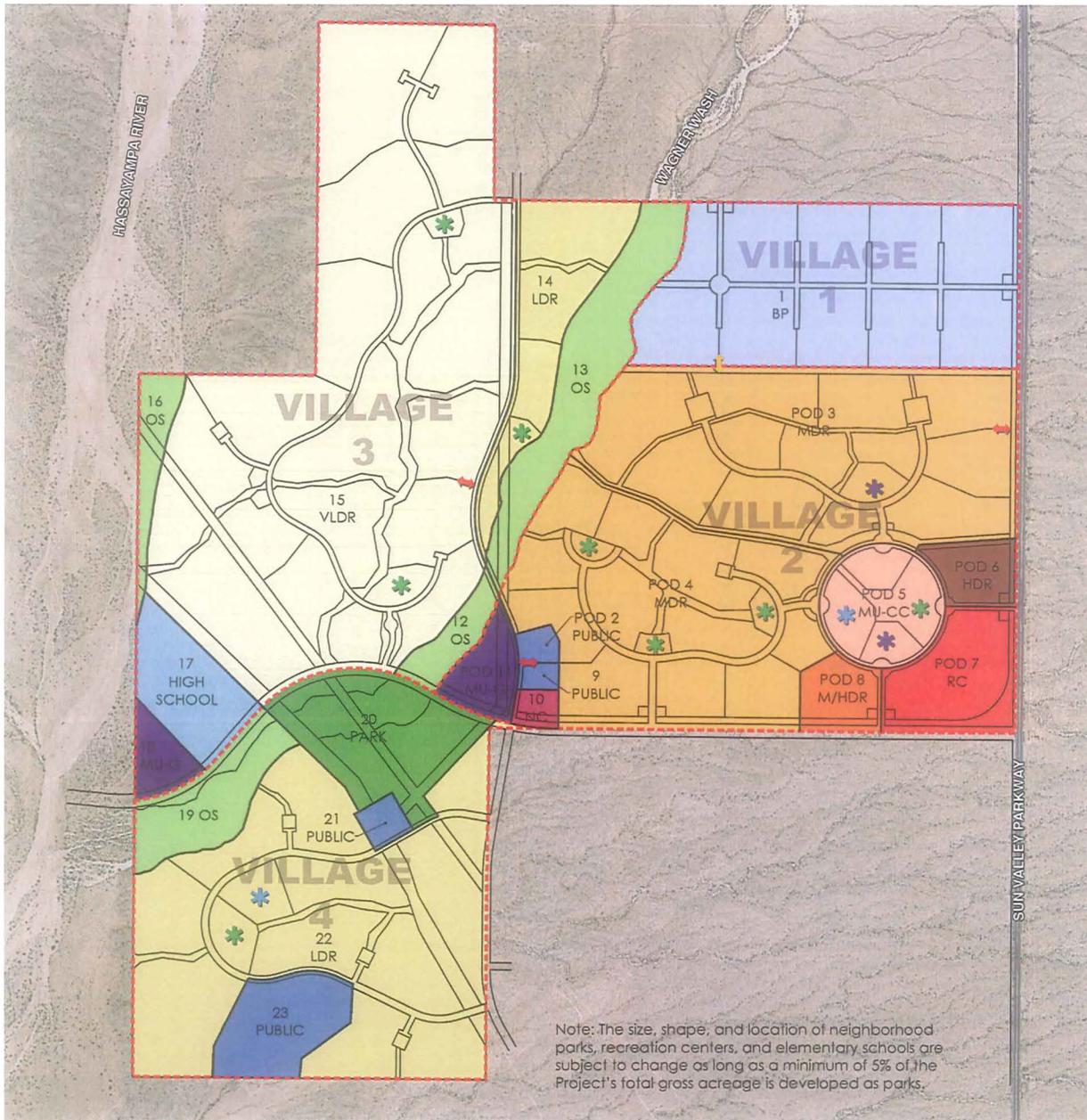
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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BUCKEYE, ARIZONA

Land Use Master Plan Exhibit 8

Legend

- Village Boundary
- POD Boundary
- BP (Business Park)
- VLDR (0-2.5 DU/Ac.)
- LDR (2.01-4.0 DU/Ac.)
- MDR (3.01-4.5 DU/Ac.)
- M/HDR (6.01-10.0 DU/Ac.)
- HDR (10.01-30.0 DU/Ac.)
- MU (Mixed-Use)
- CC (Community Core)
- RC (Regional Commercial)
- NC (Neighborhood Commercial)
- Community Park
- OS (Open Space)
- Public
- High School
- Elementary School
- Neighborhood Park
- Club / Recreation
- Non-loaded Local Residential Access
- Secondary Emergency Access

JF Purchase, L.L.C.
TW Purchase, L.L.C.

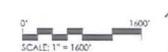
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

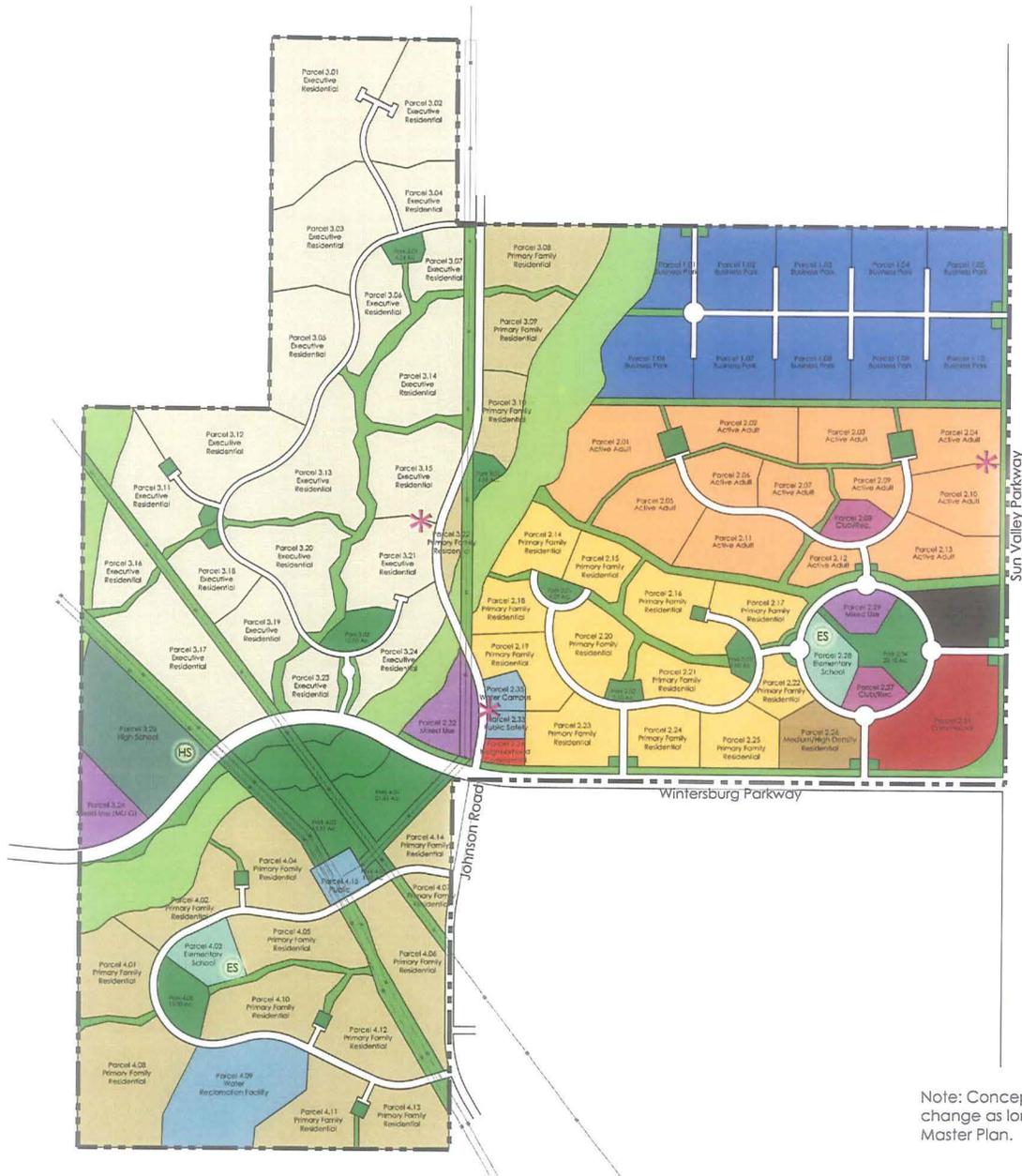
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Trillium

BUCKEYE, ARIZONA

Conceptual Land Plan Exhibit 9

Legend

- Very Low Density Residential
- Low Density Residential
- Medium Density Residential
- Medium Density Residential (Active Adult)
- Medium/High Density Residential
- High Density Residential
- Elementary School
- High School
- Parks
- Open Space
- Natural Areas
- Mixed Use
- RC (Regional Commercial)
- NC (Neighborhood Commercial)
- Business Park (BP)
- Recreation Centers
- Public
- * Non-loaded Local Residential Access

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
JDM Partners, L.L.C.

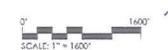
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Note: Conceptual Land Plan as shown is subject to change as long as changes conform to the Land Use Master Plan.



Trillium

BUCKEYE, ARIZONA

Community Core Concept
Exhibit 10 - A



Note: Graphic shown is conceptual in nature.
Final layout to be determined at the
time of construction documents

NOT TO SCALE

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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Note: Graphic shown is conceptual in nature.
Final layout to be determined at the
time of construction documents

NOT TO SCALE

Trillium

BUCKEYE, ARIZONA

Community Core Concept
Exhibit 10 - B

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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BUCKEYE, ARIZONA

Community Core Concept
Exhibit 10 - C

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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Note: Graphic shown is conceptual in nature.
Final layout to be determined at the
time of construction documents

NOT TO SCALE

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BUCKEYE, ARIZONA

Community Core Concept
Exhibit 10 - C

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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July, 2016



Note: Graphic shown is conceptual in nature.
Final layout to be determined at the
time of construction documents

NOT TO SCALE



Note: Graphic shown is conceptual in nature.
 Final layout to be determined at the
 time of construction documents

NOT TO SCALE

Trillium

BUCKEYE, ARIZONA

Community Core Concept
 Exhibit 10 - E

JF Purchase, L.L.C.
 TW Purchase, L.L.C.

El Dorado Holdings Inc.,
 JDM Partners, L.L.C.

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July, 2018



Note: Graphic shown is conceptual in nature.
 Final layout to be determined at the
 time of construction documents

NOT TO SCALE

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Community Core Concept
 Exhibit 10 - F

JF Purchase, L.L.C.
 TW Purchase, L.L.C.

El Dorado Holdings Inc.,
 JDM Partners, L.L.C.

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Note: Graphic shown is conceptual in nature.
 Final layout to be determined at the
 time of construction documents

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BUCKEYE, ARIZONA

Commercial Concept
 Exhibit 11

JF Purchase, L.L.C.
 TW Purchase, L.L.C.

El Dorado Holdings Inc.,
 JDM Partners, L.L.C.

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July, 2018



Note: Graphic shown is conceptual in nature.
 Final layout to be determined at the
 time of construction documents

Trillium

BUCKEYE, ARIZONA

Business Park Concept Exhibit 12

JF Purchase, L.L.C.
 TW Purchase, L.L.C.

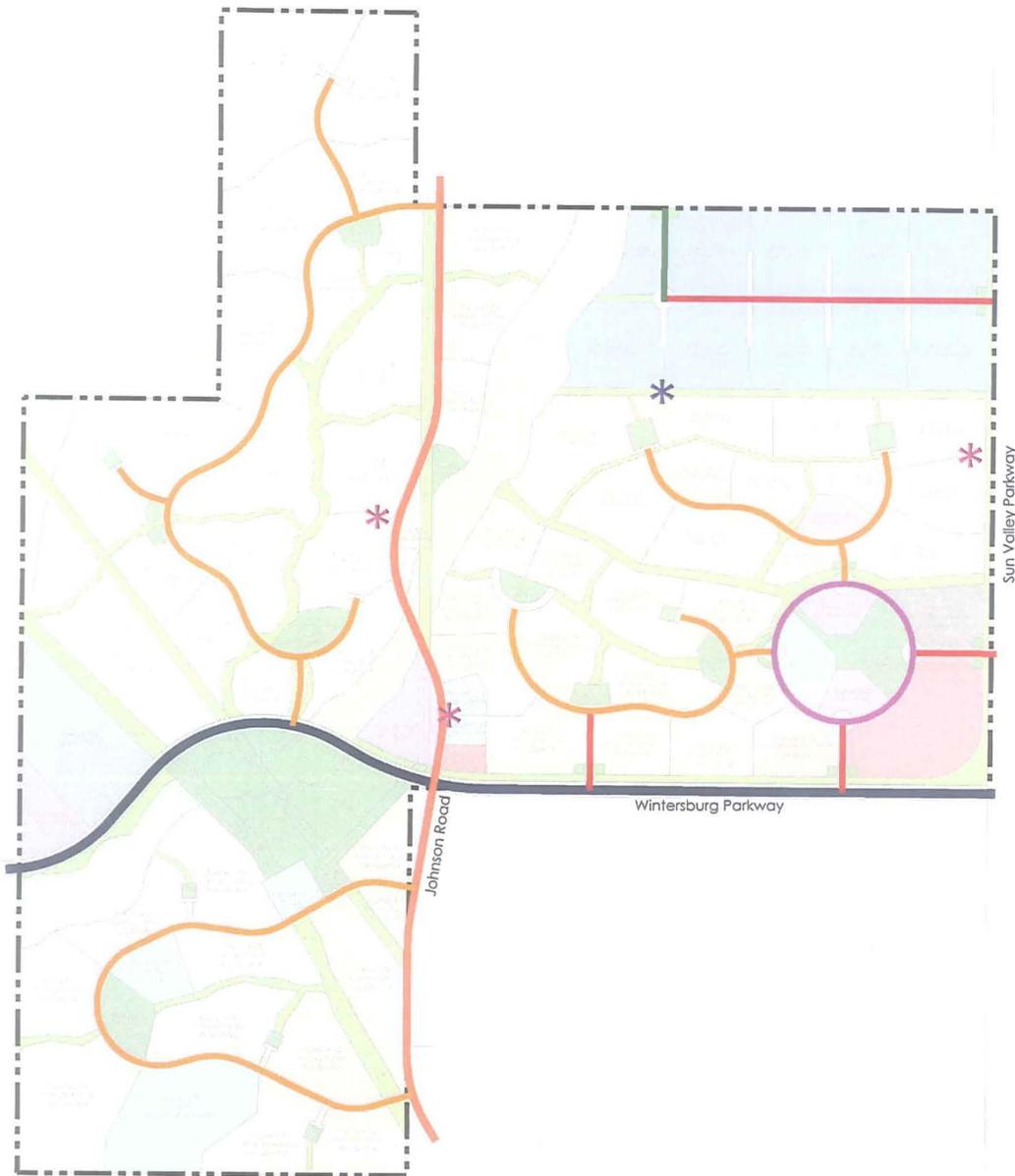
El Dorado Holdings Inc.,
 JDM Partners, L.L.C.

GREY|PICKETT

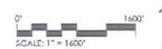


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Note: This exhibit to be revised when traffic impact study is complete.



Trillium

BUCKEYE, ARIZONA

Street & Circulation Plan
Exhibit 13

Legend

- █ Parkway
- █ Arterial
- █ Major Collector
- █ Collector
- █ Collector Section w/ Major Collector ROW
- █ Commercial Collector
- * Non-loaded Local Residential Access
- * Secondary Emergency Access

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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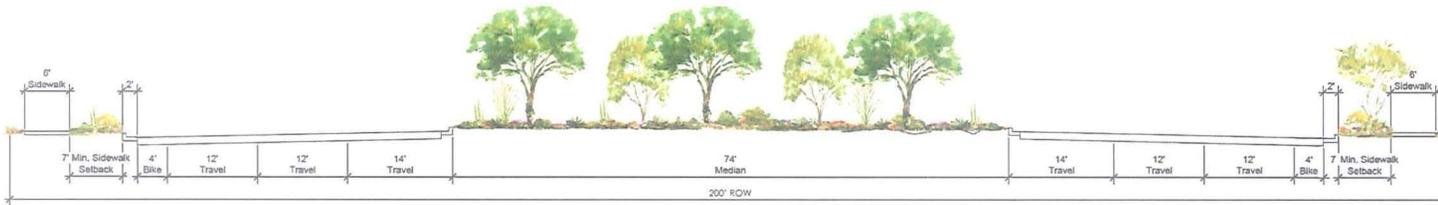
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Trillium

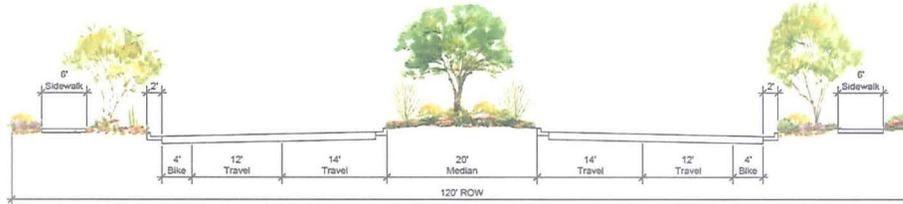
BUCKEYE, ARIZONA

Street Cross Sections Exhibit 14 - A



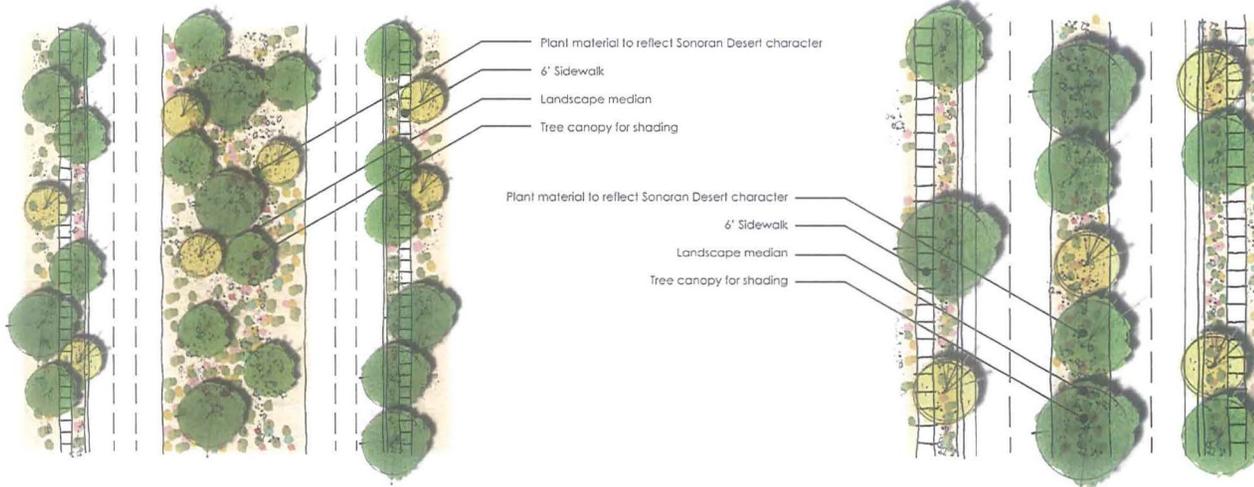
Section 1. Wintersburg Parkway

Note: Full right-of-way for Wintersburg Parkway, west of Johnson Road, will be dedicated to the City. The outside travel lanes (2 each direction) will be constructed as part of the Trillium development. Half street improvements for the portion of Wintersburg Parkway, east of Johnson Road and within Trillium project boundary will be constructed as part of the Trillium development.



Section 2. Johnson Road - Arterial
#63130

Note: Full right-of-way for Johnson Road, north of Wintersburg Parkway, will be dedicated to the City. The western half of right-of-way will be constructed by the developer as part of the Trillium development. Half street improvements for the portion of Johnson Road, south of Wintersburg parkway and adjacent to the Trillium project boundary, will be constructed as part of the Trillium development.



Conceptual Planting Plan 1. Wintersburg Parkway

Conceptual Planting Plan 2. Johnson Road - Arterial

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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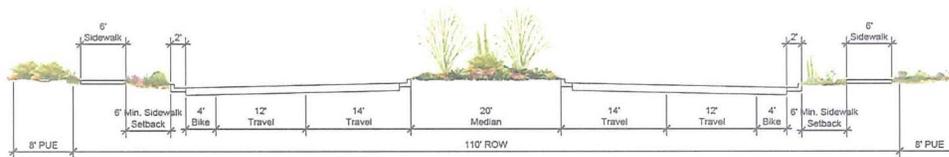
July, 2016

Trillium

BUCKEYE, ARIZONA

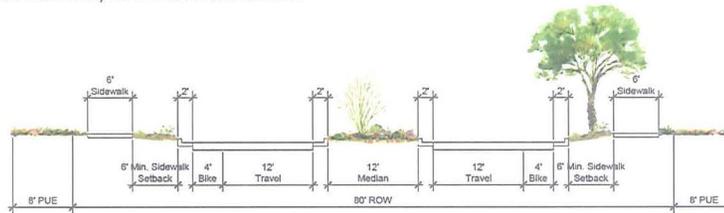
Street Cross Sections

Exhibit 14 - B



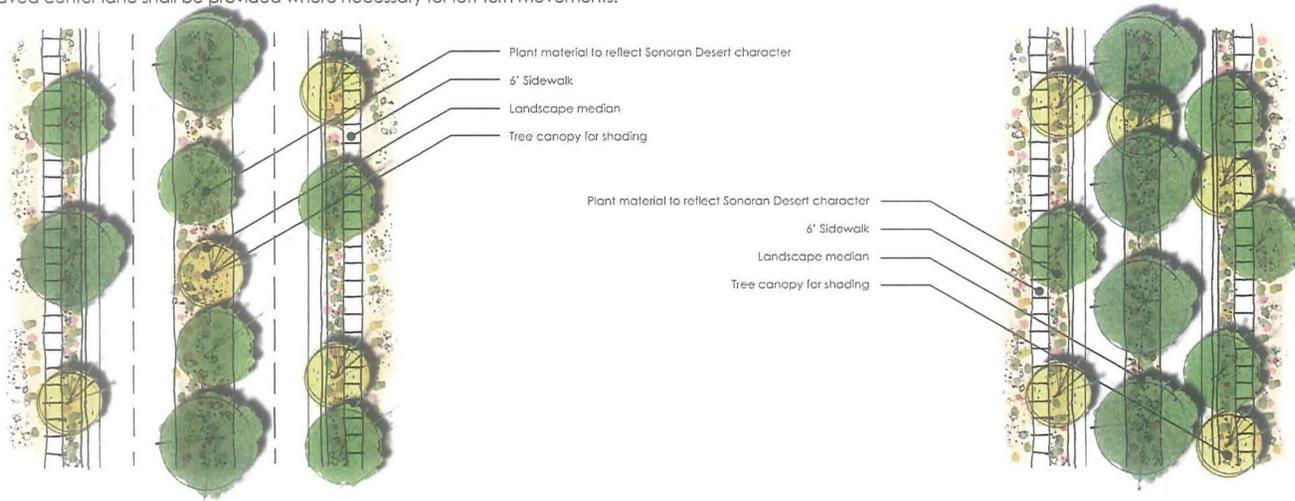
Section 3. Major Collector*
#63140

*Note: The raised median option may be provided at the discretion of the developer or will be provided if the TIA deems it necessary for controlling traffic. Where not provided, a paved center lane shall be provided where necessary for left turn movements.



Section 4. Collector*
#63150

*Note: The raised median option may be provided at the discretion of the developer or will be provided if the TIA deems it necessary for controlling traffic. Where not provided, a paved center lane shall be provided where necessary for left turn movements.



Conceptual Planting Plan 3. Major Collector

Conceptual Planting Plan 4. Collector

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
JDM Partners, L.L.C.

GREY|PICKETT



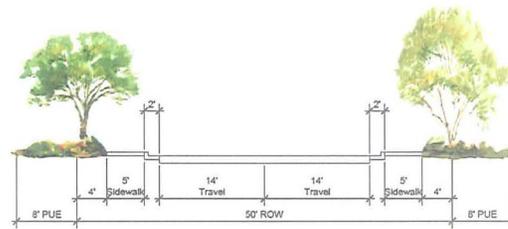
HILGARTWILSON
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July, 2016

Trillium

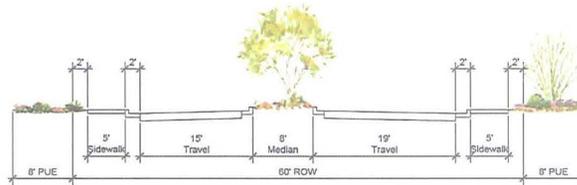
BUCKEYE, ARIZONA

Street Cross Sections
Exhibit 14 - C

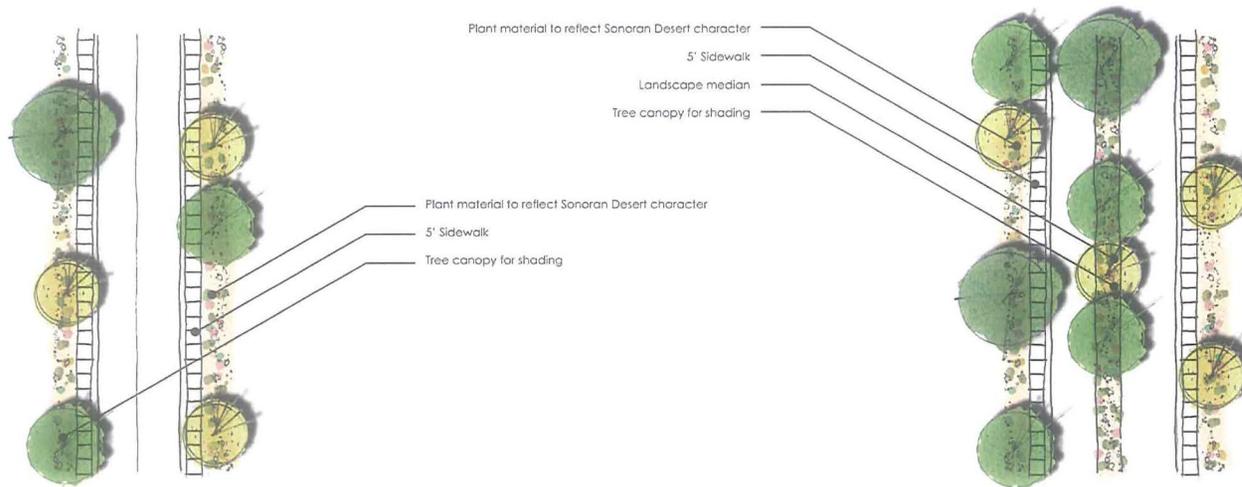


Section 5. Local*
#63160

*Note: Other street cross-sections may be allowed for private local streets and local streets within hillside or environmentally sensitive areas.



Section 6. Residential Entrance
#63190



Conceptual Planting Plan 5. Local

Conceptual Planting Plan 6. Residential Entrance

JF Purchase, L.L.C.
TW Purchase, L.L.C.

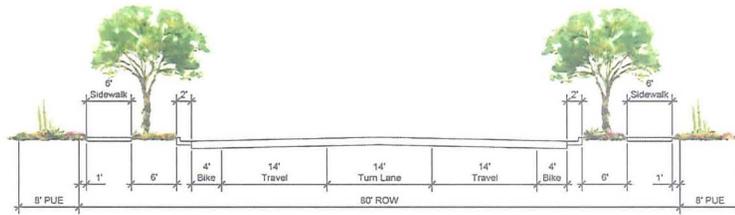
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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ENGINEER | PLAN | SURVEY | MANAGE

July, 2018



Section 7. Commercial Collector
#63180



Conceptual Planting Plan 7. Commercial Collector

Trillium

BUCKEYE, ARIZONA

Street Cross Sections
Exhibit 14 - D

JF Purchase, L.L.C.
TW Purchase, L.L.C.

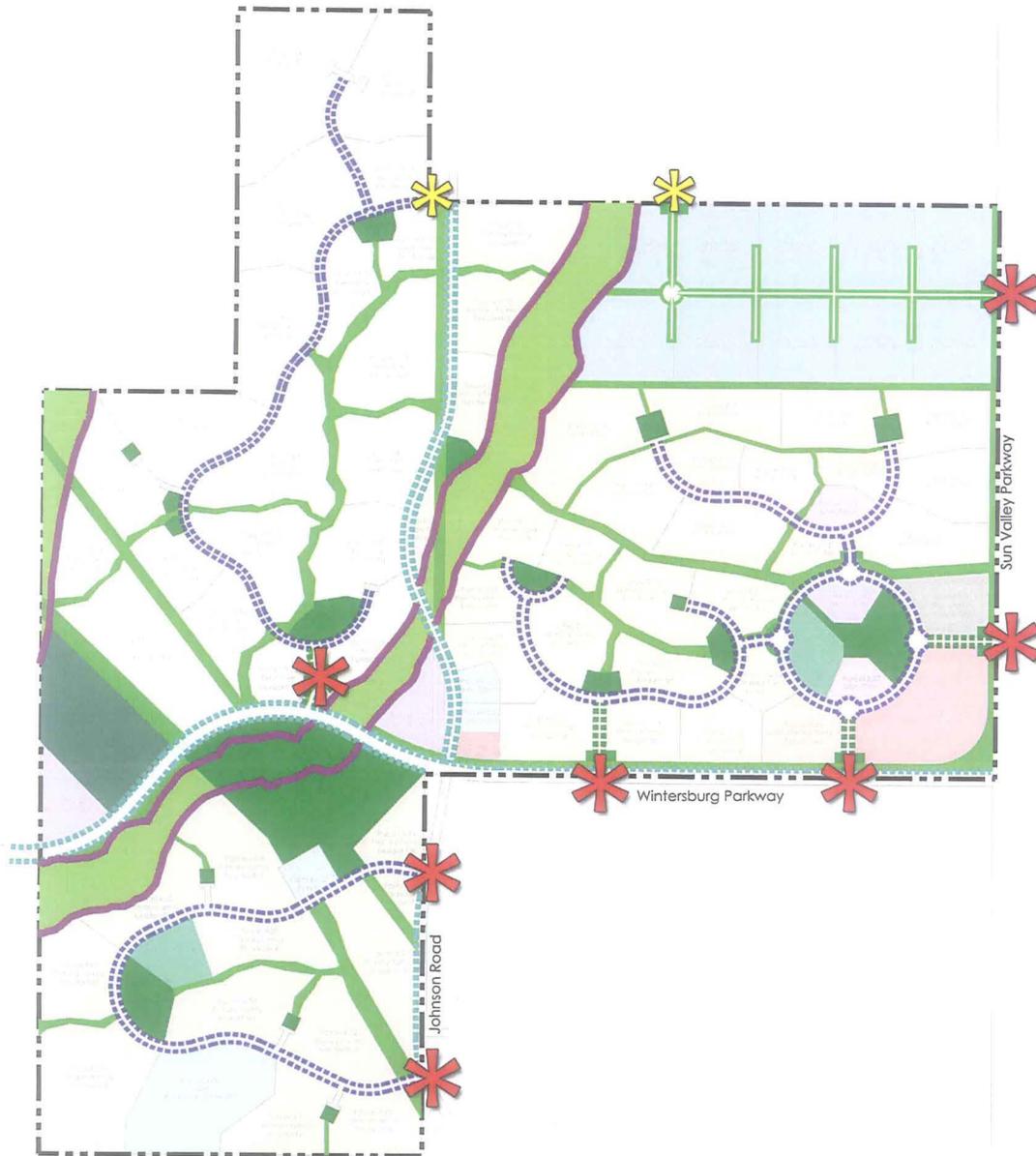
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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July, 2016



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BUCKEYE, ARIZONA

Landscape Concepts Exhibit 15

Legend

- Feature Landscape Palette
- Themed Arterial Landscape Palette
- Community Collector Landscape Palette
- Enhanced Desert Landscape Palette
- Transitional Desert Landscape Palette
- Native Desert Landscape Palette
- * Primary Village Entry Monumentation
- * Secondary Village Entry Monumentation

JF Purchase, L.L.C.
TW Purchase, L.L.C.

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JDM Partners, L.L.C.

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July, 2016

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BUCKEYE, ARIZONA

Wall Concepts
Exhibit 16

JF Purchase, L.L.C.
TW Purchase, L.L.C.

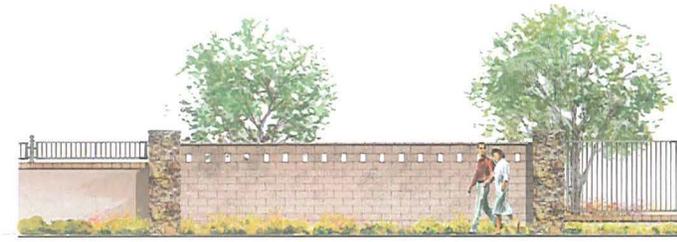
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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July, 2016



Note: Graphic shown is conceptual in nature. Final design to be determined at the time of construction documents.



Note: Graphic shown is conceptual in nature. Final design to be determined at the time of construction documents.

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BUCKEYE, ARIZONA

Signage
Exhibit 17

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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July, 2016

Trillium

BUCKEYE, ARIZONA

Identity Corner
Exhibit 18

JF Purchase, L.L.C.
TW Purchase, L.L.C.

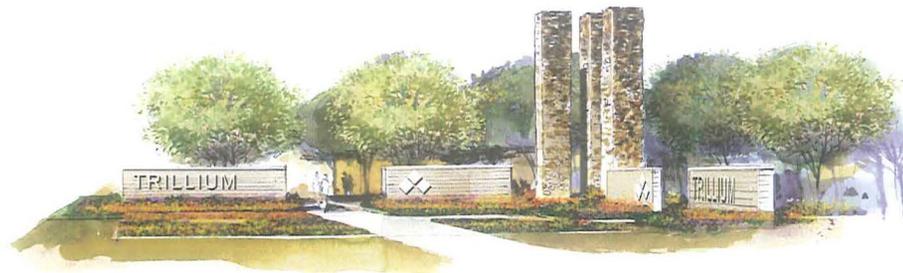
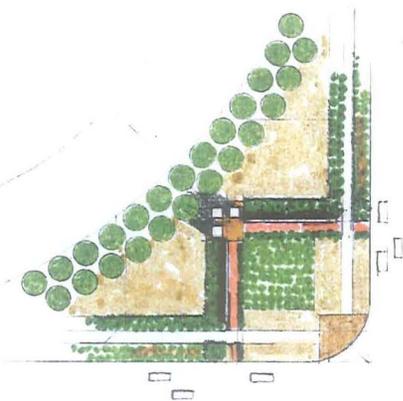
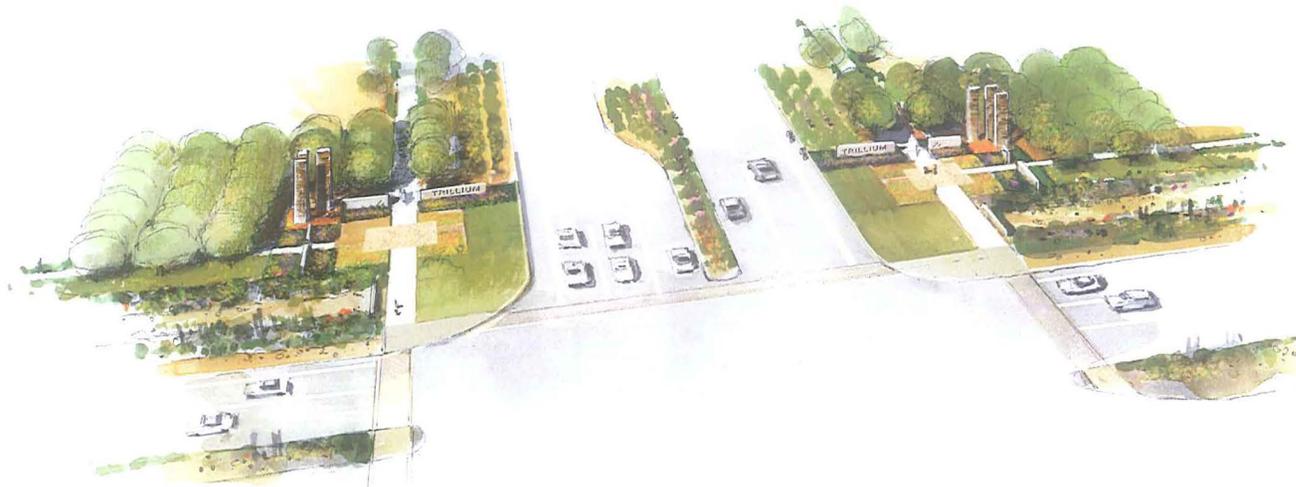
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

GREY|PICKETT

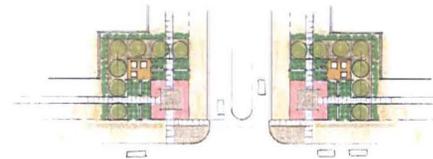
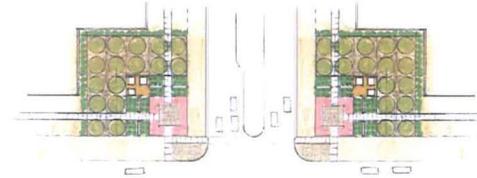
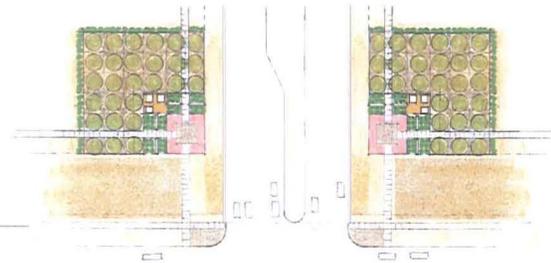


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ENGINEER | PLAN | SURVEY | MANAGE

July, 2016



Note: Graphic shown is conceptual in nature. Final design to be determined at the time of construction documents.



Note: Graphic shown is conceptual in nature. Final design to be determined at the time of construction documents.

Trillium
 BUCKEYE, ARIZONA
 Community Entrances
 Exhibit 19 - A

JF Purchase, L.L.C.
 TW Purchase, L.L.C.
 El Dorado Holdings Inc.,
 JDM Partners, L.L.C.

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 July, 2018



Note: Graphic shown is conceptual in nature. Final design to be determined at the time of construction documents.

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BUCKEYE, ARIZONA

Community Entrances
Exhibit 19 - B

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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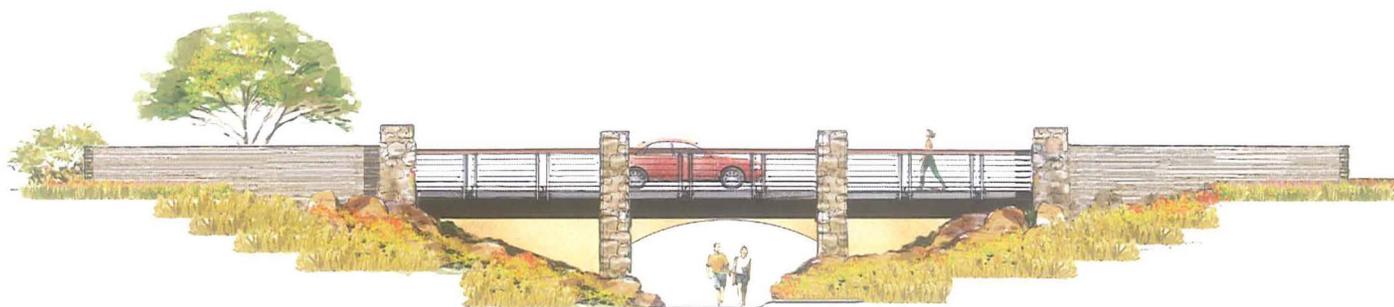
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BUCKEYE, ARIZONA

Pedestrian Underpass
Exhibit 20



Note: Graphic shown is conceptual in nature. Final design to be determined at the time of construction documents.

JF Purchase, L.L.C.
TW Purchase, L.L.C.

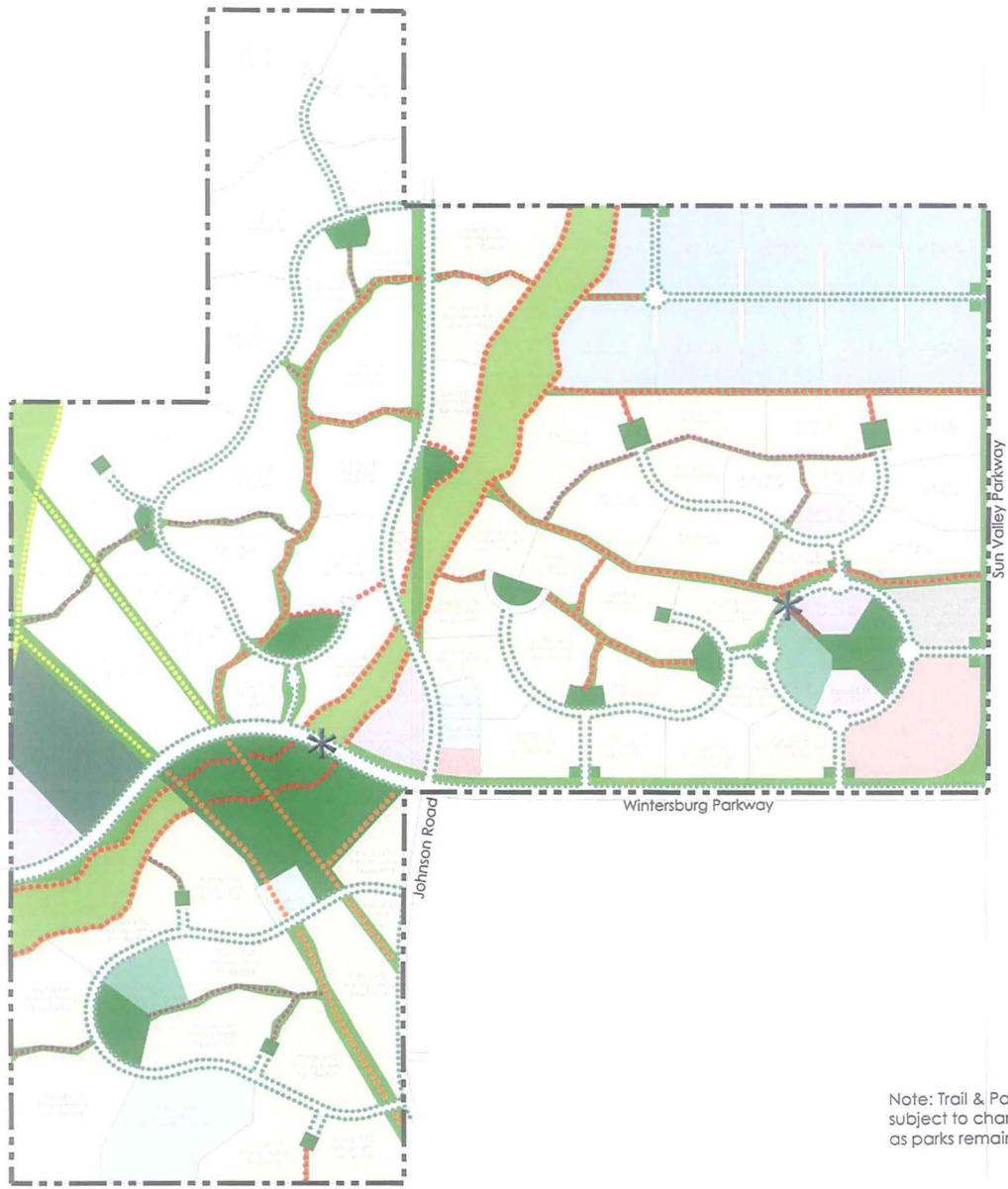
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

GREY|PICKETT

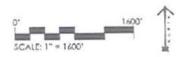


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Note: Trail & Pathway type, location, and number are subject to change without a CMP amendment as long as parks remain connected by a pedestrian network.



Trillium

BUCKEYE, ARIZONA

Parks & Trails Plan Exhibit 21

Legend

- Secondary Path - 10' Hard Surface
- Local Path - 4' Hard Surface or Non-paved
- Primary Trail - 5'-8' Non-paved
- Backcountry Trail - 3'-4' Non-paved
- Sidewalk - 6' Concrete
- Parks
- Open Space
- Natural Area
- Elementary School
- High School
- Grade-Separated Crossing

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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July, 2016



Note: Graphic shown is conceptual in nature.
 Final layout to be determined at the
 time of construction documents

CONCEPTUAL COMMUNITY PARK - NOT TO SCALE

Trillium

BUCKEYE, ARIZONA

Park Concepts
 Exhibit 22 - A

JF Purchase, L.L.C.
 TW Purchase, L.L.C.

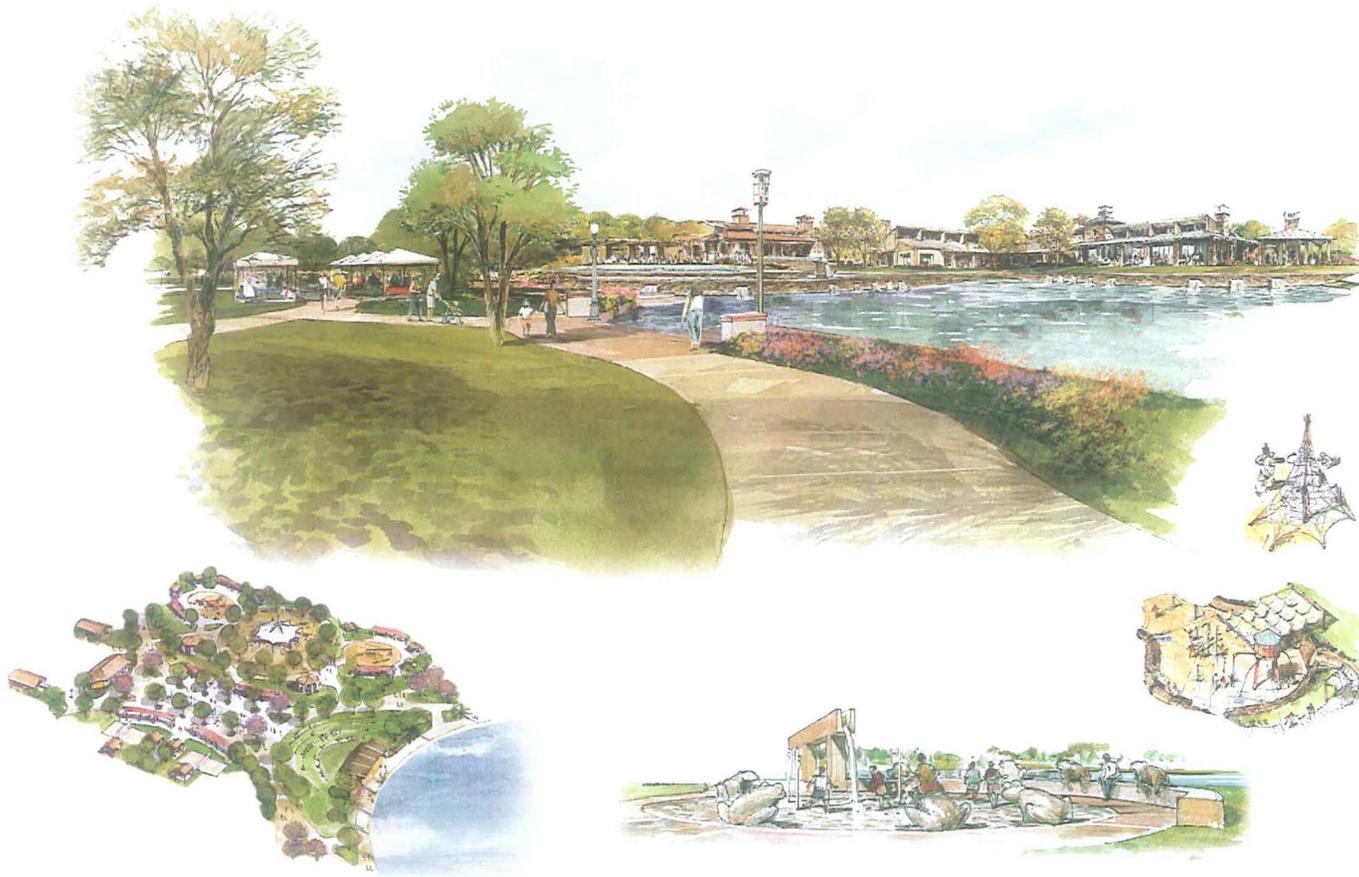
El Dorado Holdings Inc.,
 JDM Partners, L.L.C.

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July, 2016



Note: Graphic shown is conceptual in nature.
 Final layout to be determined at the
 time of construction documents

CONCEPTUAL COMMUNITY CORE PARK - NOT TO SCALE

Trillium

BUCKEYE, ARIZONA

Park Concepts
 Exhibit 22 - B

JF Purchase, L.L.C.
 TW Purchase, L.L.C.

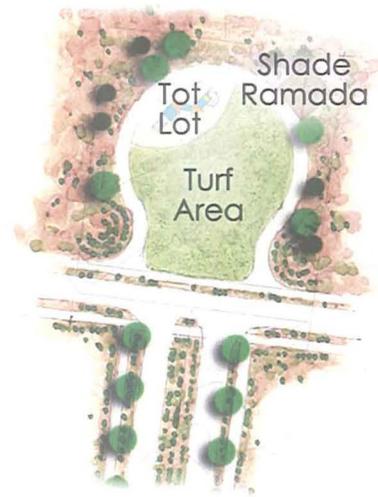
El Dorado Holdings Inc.,
 JDM Partners, L.L.C.

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CONCEPTUAL POCKET PARK - NOT TO SCALE



CONCEPTUAL NEIGHBORHOOD PARK - NOT TO SCALE

Note: Graphic shown is conceptual in nature.
Final layout to be determined at the
time of construction documents

Trillium

BUCKEYE, ARIZONA

Park Concepts
Exhibit 22 - C

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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- Putting Green
- Swimming Pool
- Patio
- Bocceball
- Pickleball
- Parking
- Tennis
- Event Lawn

Note: Graphic shown is conceptual in nature.
 Final layout to be determined at the
 time of construction documents

NOT TO SCALE

Trillium

BUCKEYE, ARIZONA

Active Adult Club / Recreation Center Concept Exhibit 23

JF Purchase, L.L.C.
 TW Purchase, L.L.C.

El Dorado Holdings Inc.,
 JDM Partners, L.L.C.

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Note: Graphic shown is conceptual in nature.
Final layout to be determined at the
time of construction documents

NOT TO SCALE

Trillium

BUCKEYE, ARIZONA

Active Adult Club /
Recreation Center Concept
Exhibit 23-B

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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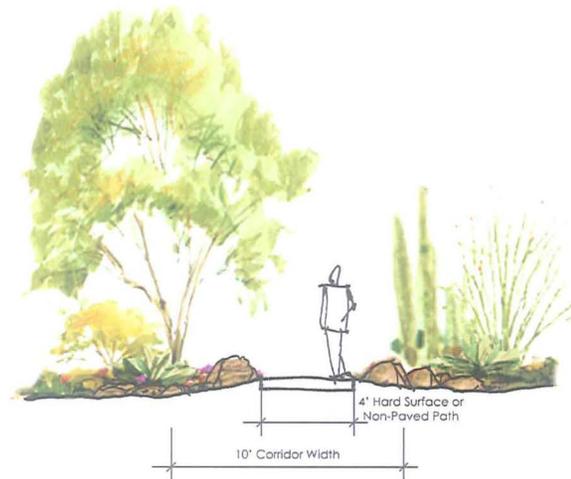


HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

October 2016



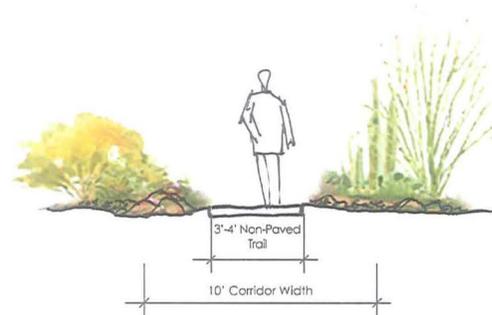
Conceptual Secondary Path - 10' Hard Surface



Conceptual Local Path - 4' Hard Surface or Non-Paved



Conceptual Primary Trail - 5' - 8' Non-Paved



Conceptual Backcountry Trail - 3'-4' Non-Paved

Trillium

BUCKEYE, ARIZONA

Path and Trail Concepts
Exhibit 24

JF Purchase, L.L.C.
TW Purchase, L.L.C.

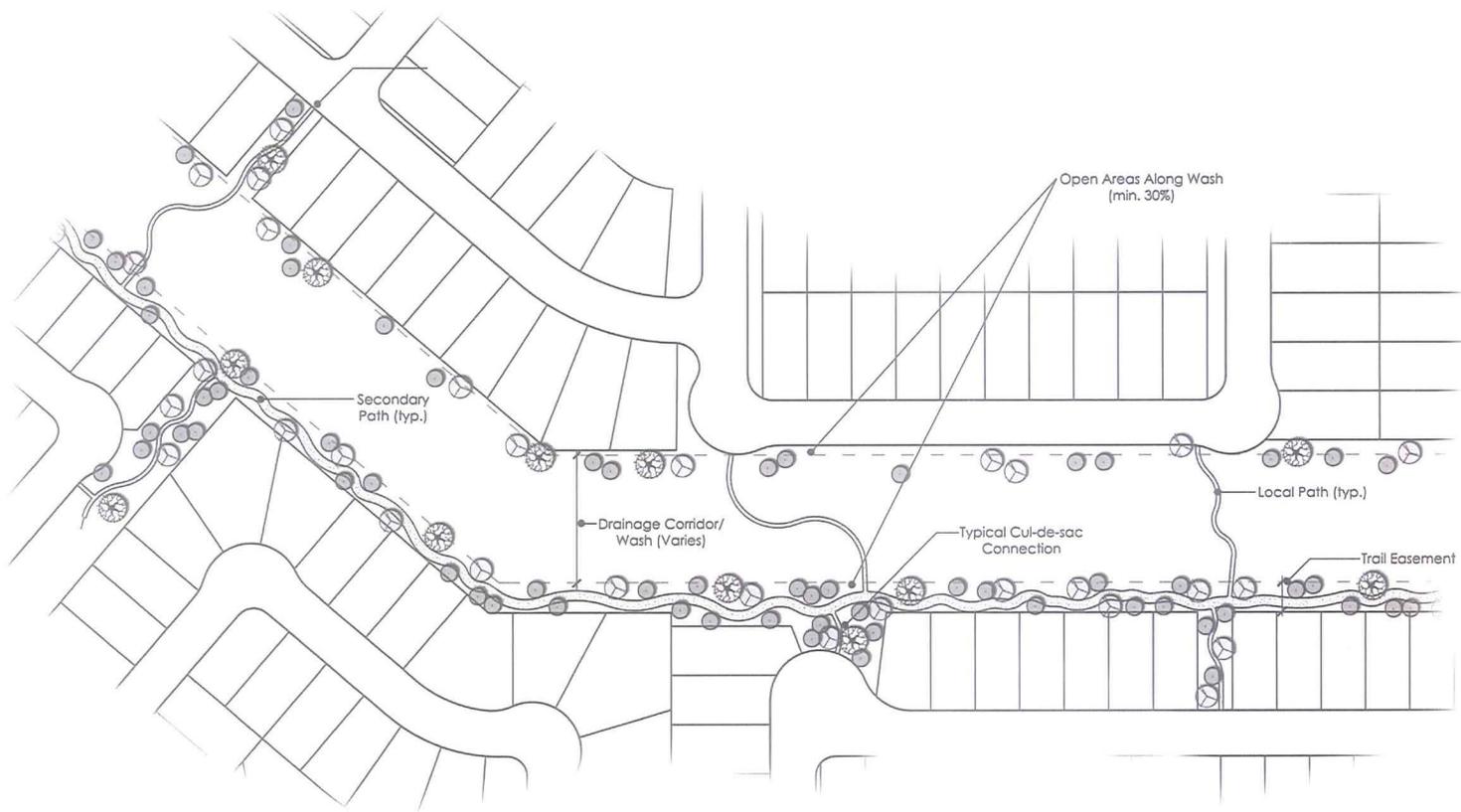
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JDM Partners, L.L.C.

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Trillium

BUCKEYE, ARIZONA

Open Space
Corridor Edge Treatment
Exhibit 25 - A

JF Purchase, L.L.C.
TW Purchase, L.L.C.

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JDM Partners, L.L.C.

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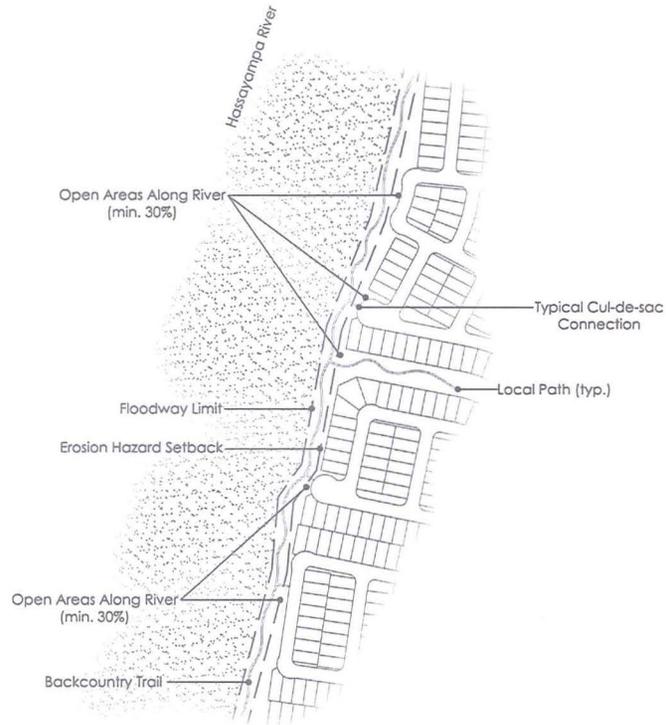


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Wagner Wash Edge Treatment Example



Hassayampa River Edge Treatment Example

Trillium

BUCKEYE, ARIZONA

Open Space
Corridor Edge Treatment
Exhibit 25 - B

Wagner Wash &
Hassayampa River

JF Purchase, L.L.C.
TW Purchase, L.L.C.

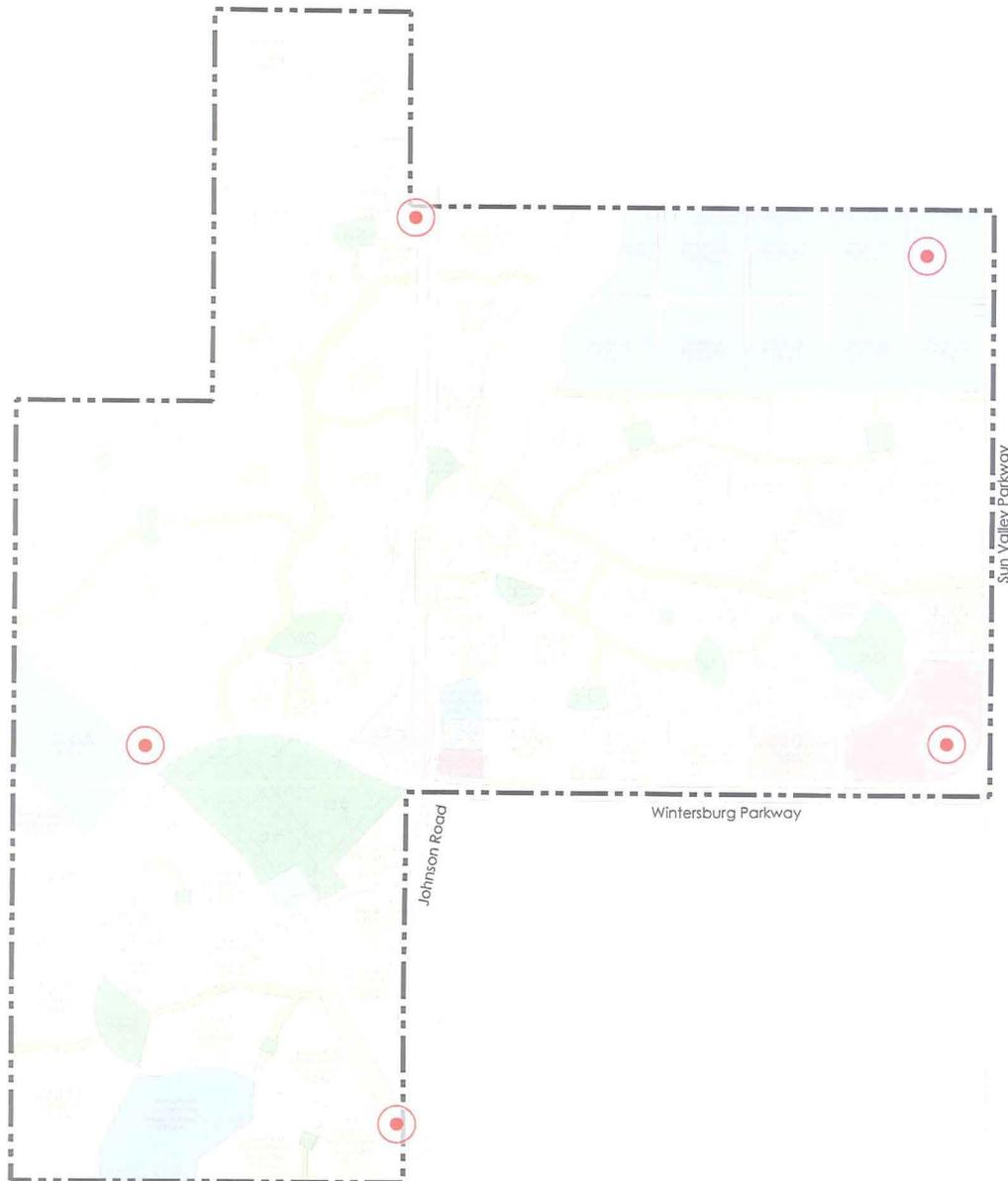
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JDM Partners, L.L.C.

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July, 2016



Trillium

BUCKEYE, ARIZONA

Wireless Communication
Facilities
Exhibit 26

Legend

- Primary Wireless Communication Site

JF Purchase, L.L.C.
TW Purchase, L.L.C.

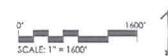
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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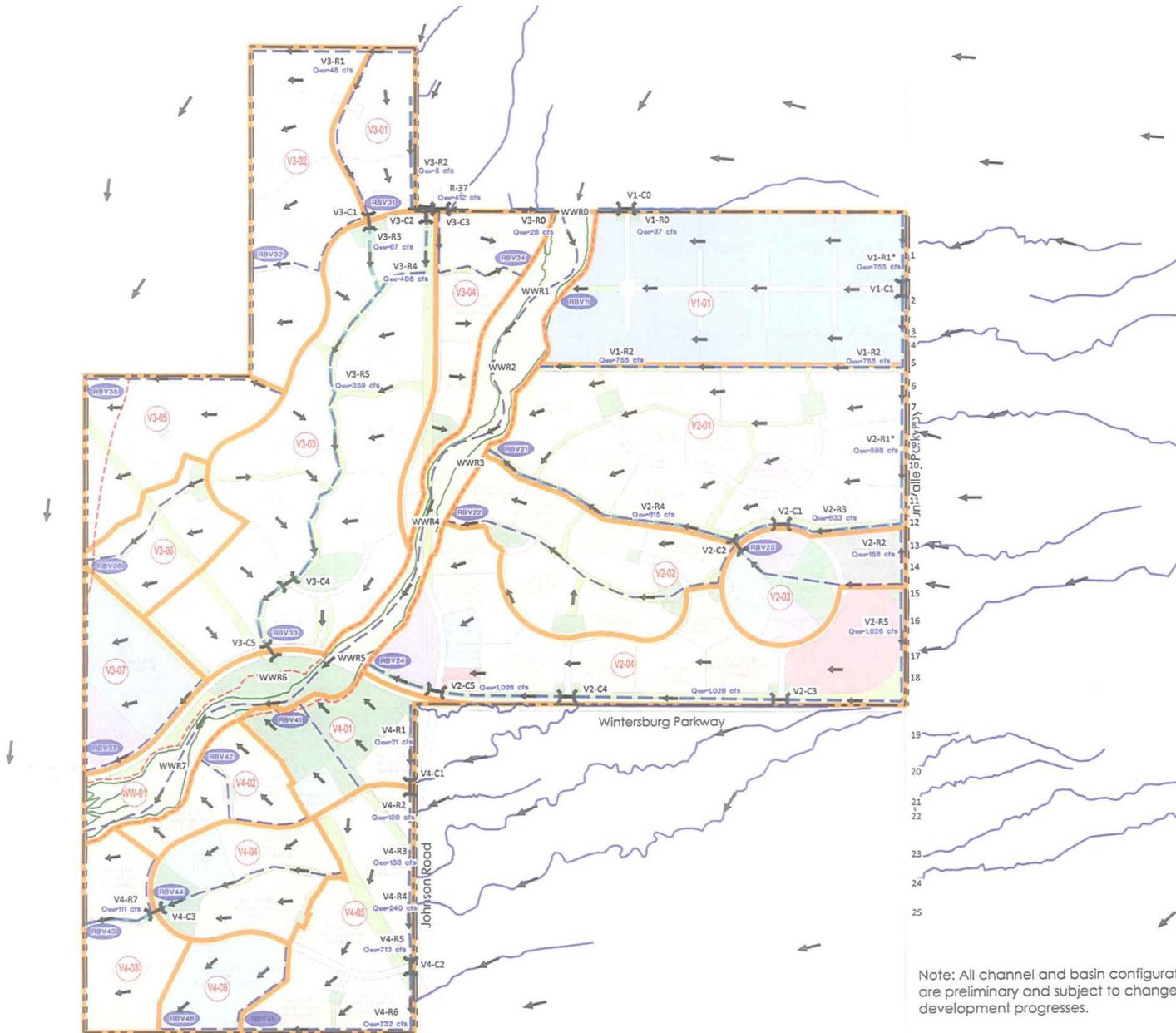
Trillium

BUCKEYE, ARIZONA

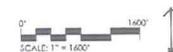
Drainage Plan
Exhibit 27

Legend

- Onsite Drainage Area
- JD 404 Limits
- Erosion Hazard Setback
- Proposed Drainage Channels
- Onsite Drainage Flow Path
- Offsite Drainage Flow Path
- Flow Arrow
- Proposed Culvert Crossing
- Proposed Village Channel Label
- Drainage Area Label
- Retention Basin
- Existing Culvert Location
- Village/Routing/Flow Rate Label



Note: All channel and basin configurations are preliminary and subject to change as development progresses.



JF Purchase, L.L.C.
TW Purchase, L.L.C.

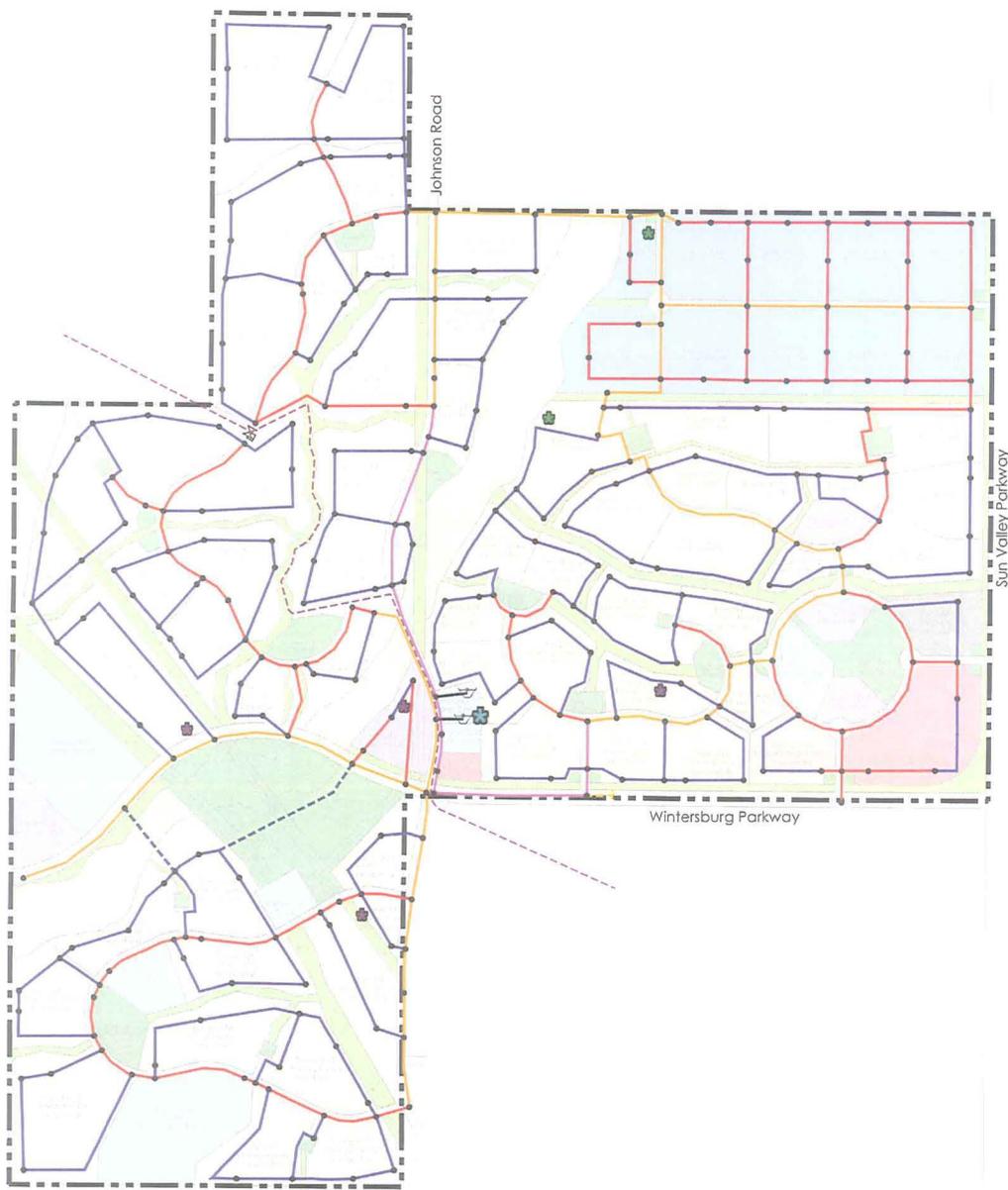
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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July, 2018



Trillium

BUCKEYE, ARIZONA

Potable Water Plan Exhibit 28

Legend

- 8" Diameter Pipe
- 12" Diameter Pipe
- 16" Diameter Pipe
- 20" Diameter Pipe
- Water Campus
- Existing Well Site
- Proposed Well Site
- Water Pressure Zone
- Proposed Water Line
- Potential Water Line For Looping
- Reservoir
- Junction
- Pressure Reducing Valve

JF Purchase, L.L.C.
TW Purchase, L.L.C.

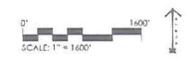
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

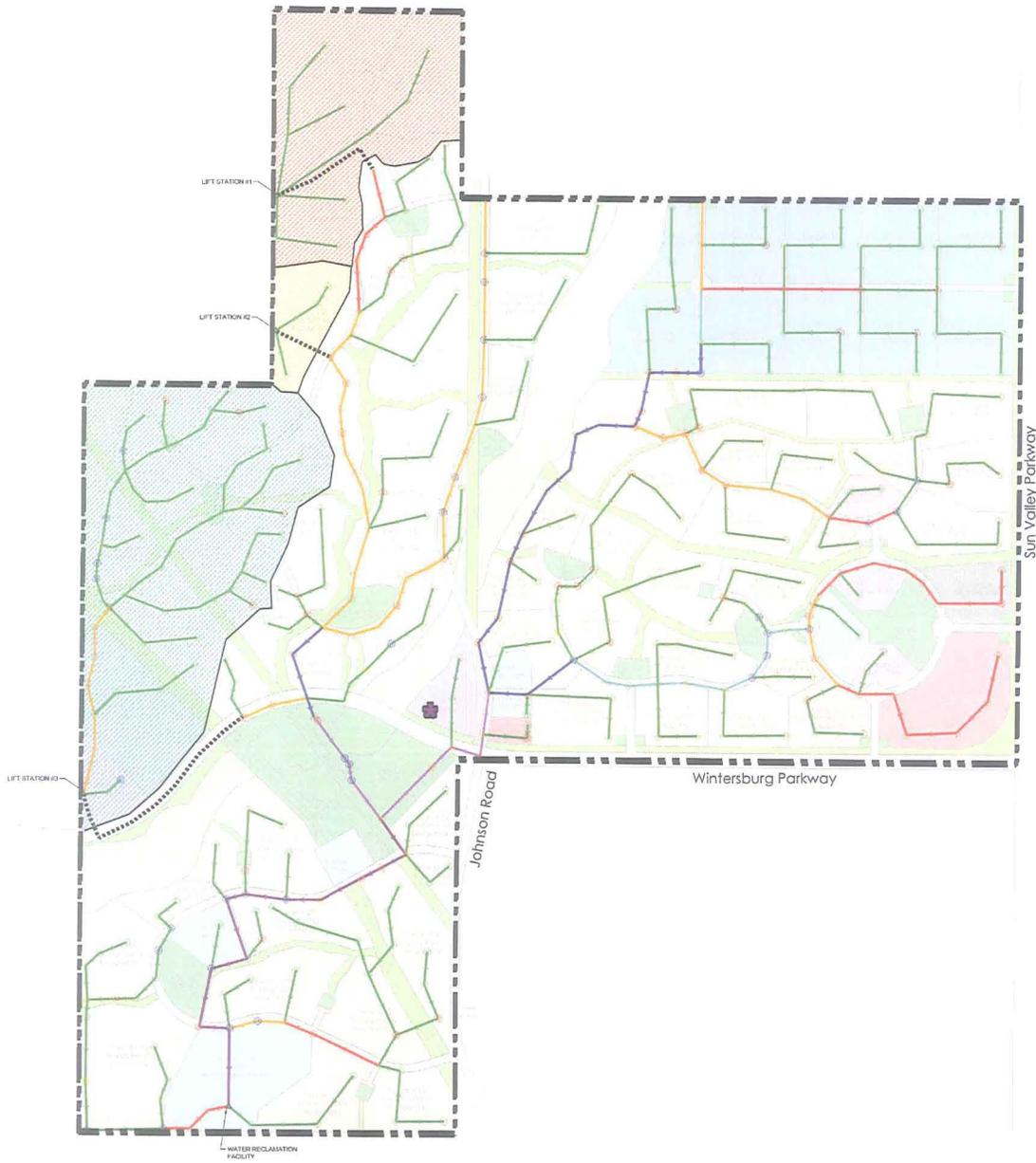
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July, 2016





Trillium

BUCKEYE, ARIZONA

Wastewater Plan
Exhibit 29

Legend

- 8" Diameter Pipe
- 10" Diameter Pipe
- 12" Diameter Pipe
- 15" Diameter Pipe
- 18" Diameter Pipe
- 21" Diameter Pipe
- 30" Diameter Pipe
- 0-10' Manhole Depth
- 10-15' Manhole Depth
- 15-20' Manhole Depth
- 20-25' Manhole Depth
- 25' + Manhole Depth
- Lift Station #1
- Lift Station #2
- Lift Station #3
- Proposed Sewer Line
- Proposed Forcemain
- △ Proposed Outfall
- Temporary Wastewater Treatment Facility

JF Purchase, L.L.C.
TW Purchase, L.L.C.

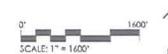
El Dorado Holdings Inc.,
JDM Partners, L.L.C.

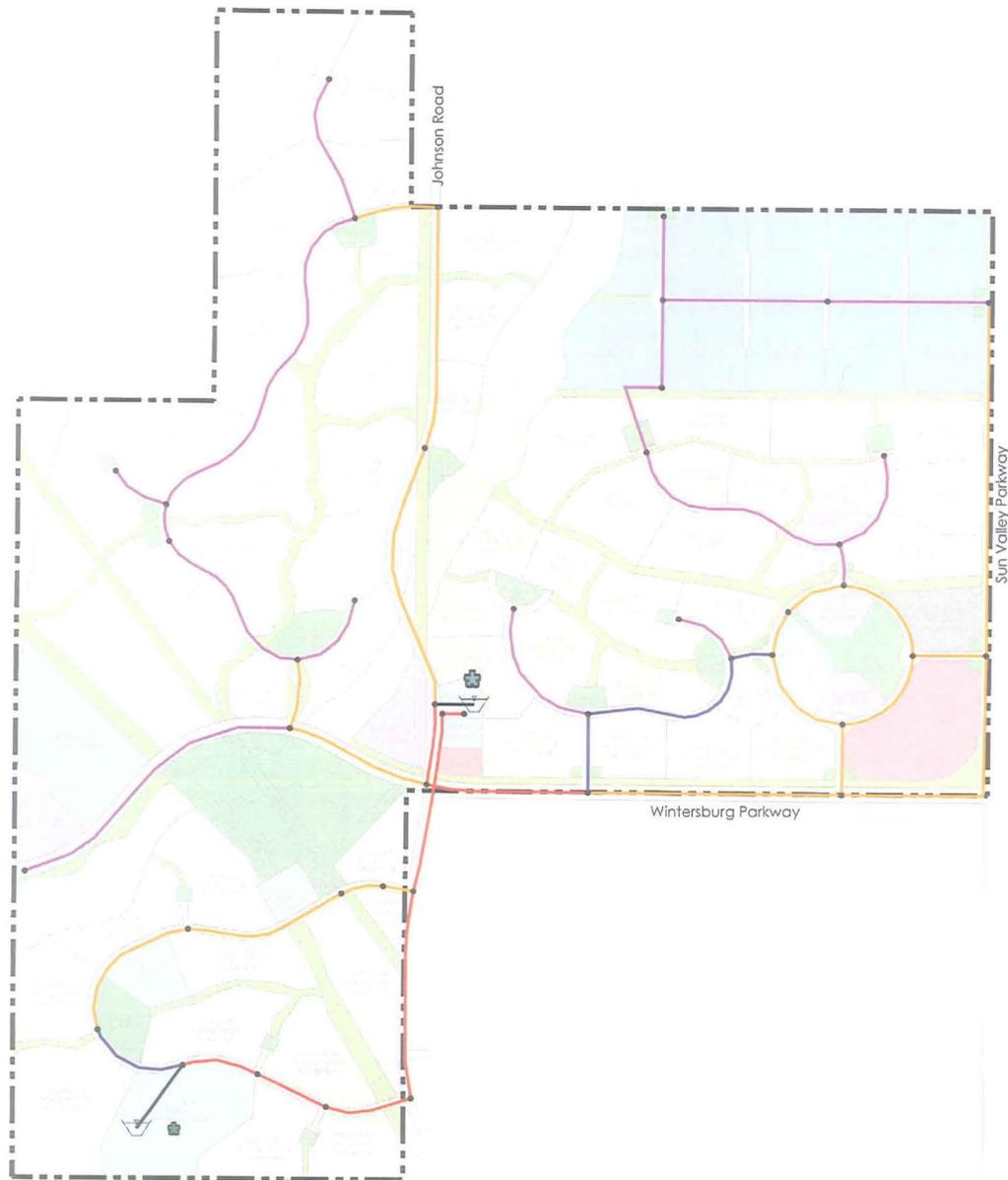
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July, 2016





Trillium

BUCKEYE, ARIZONA

Reclaimed Water Plan Exhibit 30

Legend

- 4" Diameter Pipe
- 6" Diameter Pipe
- 8" Diameter Pipe
- 12" Diameter Pipe
- Junction
- Proposed Water Line
- ⊕ Reservoir
- ★ Water Campus
- ★ Wastewater Reclamation

JF Purchase, L.L.C.
TW Purchase, L.L.C.

El Dorado Holdings Inc.,
JDM Partners, L.L.C.

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July, 2016

APPENDIX A BIOLOGICAL EVALUATION RELIANCE LETTER

A copy of the 2003 Biological Evaluation is on file with the City.



Sound Science. Creative Solutions.

Tucson Office
343 West Franklin Street
Tucson, AZ 85701
Tel 520.325.9194 Fax 520.325.2033
www.swca.com

June 7, 2016

Linda Cheney
Vice President
El Dorado Holdings
8501 N. Scottsdale Rd, Suite 120
Scottsdale, Arizona 85253

Re: Reliance Letter for the Trillium Project Report, Maricopa County, Arizona

Dear Ms. Cheney:

Per El Dorado Holdings' request, this letter will serve as SWCA Environmental Consultant's (SWCA) consent and acknowledgment that El Dorado Holdings and its affiliates may rely on the information presented in our 2003 report:

- *Biological Evaluation of the Bell 3000 Project Area, Buckeye, Maricopa County, Arizona, January 20, 2003.*

While El Dorado Holdings may rely on the information presented in the 2003 report, please note that these reports are now nearly 13 years old; thus, SWCA is not responsible for any changes in regulations (e.g., status listing changes for species protected by the Endangered Species Act) or changes to the condition of the property, that may affect the identification of sensitive biological resources.

SWCA appreciates this opportunity to be of service to you. Please contact us if you have further environmental consulting needs.

Sincerely,

A handwritten signature in blue ink that reads "Eleanor R. Gladding". The signature is written in a cursive, flowing style.

Eleanor R. Gladding
Senior Biologist / Project Manager

APPENDIX B ARCHAEOLOGICAL SURVEY RELIANCE LETTER

A copy of the 2003 Archaeological Survey is on file with the City.



Sound Science. Creative Solutions.

Phoenix Office
3033 North Central Avenue, Suite 145
Phoenix, AZ 85012
Tel 602.274.3831 Fax 602.274.3950
www.swca.com

June 9, 2016

Linda Cheney
Vice President
El Dorado Holdings
8501 N. Scottsdale Rd., Suite 120
Scottsdale, Arizona 85253

Re: Reliance Letter for the Trillium Development Project Report, Maricopa County, Arizona

Dear Ms. Cheney:

This letter will serve as SWCA's consent and acknowledgment that El Dorado Holdings and its affiliates may rely on the information presented in our 2003 report:

- *An Archaeological Survey of 3,000 Acres Located between the Hassayampa River and Sun Valley Parkway in Northwestern Maricopa County, Arizona.*

The methods used during the survey are in accordance with current standards. Only two archaeological sites were recorded; both sites were recommended not eligible for the National Register of Historic Places. SWCA checked AZSITE, the on-line database of archaeological records and found that one additional survey has been conducted by Archaeological Consulting Services in 2005 within the boundaries of the Trillium project area since the above survey was conducted. No sites were recorded. The results are reported in *Cultural Resources Survey of 12 acres of private land for the proposed Trillium Master Planned Community School, Cactus Road and Sun Valley Parkway, Maricopa County, Arizona* by Glenda Luhn. According to AZSITE, very few sites have been recorded in the project vicinity. The low density of archaeological sites in and around the project area suggests that the probability of other sites being found on the property area low.



While El Dorado Holdings may rely on the information presented in the 2003 report, please note that these reports are now 13 years old and SWCA is not responsible for changes in regulations (e.g. requirements of the Arizona State Historic Preservation Office), or changes to the condition of the property, that may affect the identification of sensitive archaeological resources.

SWCA appreciates this opportunity to be of service to you. Please contact us if you have further environmental consulting needs.

Sincerely,

A handwritten signature in black ink that reads "Adrienne Tremblay". The signature is written in a cursive, flowing style.

Adrienne Tremblay
Project Manager, Cultural Resources

APPENDIX C MASTER DRAINAGE REPORT

The Master Drainage Report is submitted to the City of Buckeye under separate cover and is incorporated into the Trillium Community Master Plan.

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 Trillium Community Master Plan.

APPENDIX E

MASTER WASTEWATER REPORT

The Master Wastewater Report is submitted to the City of Buckeye under separate cover and is incorporated into the Trillium Community Master Plan.

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 Trillium Community Master Plan.

APPENDIX G TRAFFIC IMPACT STUDY

The Traffic Impact Study is submitted to the City of Buckeye under separate cover and is incorporated into the Trillium Community Master Plan.

APPENDIX H SUN VALLEY AREA PLAN

This document is on file with the City of Buckeye

**APPENDIX I
SADDLE MOUNTAIN UNIFIED SCHOOL
DISTRICT SUPPORT LETTER**

Saddle Mountain Unified School District #90
38201 W. Indian School Road
Tonopah, AZ 85354
623-474-5115



September 8, 2015

Linda Cheney
Vice President
El Dorado Holdings, Inc.
426 North 44th Street, Suite 100
Phoenix, AZ 85008

Re: Trillium—Saddle Mountain Unified School District

Dear Ms. Cheney:

The purpose of this letter is to acknowledge that Trillium has been coordinating with the Saddle Mountain Unified School District (SMUSD) with respect to school facilities in Trillium. We understand that Trillium is processing an amendment to the Community Master Plan for Trillium. We have reviewed the student generation figures contained in the CMP amendment and support them. The number of school sites is adequate for the proposed student population. We are in support of the plan in its most recent revision.

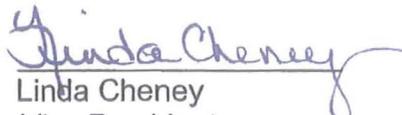
Both parties below acknowledge that before any plats or site plans are approved, Trillium and the Saddle Mountain Unified School District will enter into an agreement that will include the following:

1. The donation of elementary and high school sites.
2. The dollar contribution per dwelling unit to the school district, less any agreed upon offsets for donation of land and infrastructure improvements.
3. Agreement on the location, size and number of school sites to be determined at the time of Neighborhood Planning Unit approval by the Town of Buckeye.

If you have any questions, please do not hesitate to call.

Sincerely,


Mark Joraanstad, Ed. D.
Superintendent
Saddle Mountain USD #90


Linda Cheney
Vice President
El Dorado Holdings, Inc.

Paul Roetto
Board President

Gary Burton
Board Clerk

Dan Blackson
Board Member

Jim Keith
Board Member

Bernadette Delacruz
Board Member

APPENDIX J TITLE REPORT

SPECIAL REPORT

SCHEDULE A Amendment No 1

1. This report is for informational purposes only and is not to be considered as a commitment to issue any form of Title Insurance Policy. This report is for the sole use and benefit of the parties set forth in Number 2 below and liability is hereby limited to the amount of the fee paid.

This report was prepared from only those items of public record shown in the title plant indices of the issuing company to show the condition of title as reflected by same. Those items to which the hereinafter described land is subject are set forth in Schedule B, Part Two. No attempt has been made to reflect the condition of title relating to the items set forth in Schedule B, Part One.

2. For the use and benefit of:

EL Dorado Holdings, Inc.

3. The Title to the fee estate in the land described herein is at this date hereof vested in:

TW Purchase LLC, an Arizona limited liability company, as to Parcel Nos. 1 and 2 and JF Purchase LLC, an Arizona limited liability company, as to Parcel No. 3

4. The land referred to in this report is situated in Maricopa County, Arizona, and is described as:

SEE EXHIBIT "A" ATTACHED HEREIN

Search made to January 13, 2016 at 7:30 A.M.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Daniel Figueroa/ljb (602)567-8100

EXHIBIT "A"

PARCEL NO. 1:

A PORTION OF SECTION 7, SECTION 8, SECTION 17, AND SECTION 18, TOWNSHIP 3 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND SECTION 13, SECTION 24, AND THE EAST HALF OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 5 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A 3 1/2 INCH G.L.O. BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 12;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, SOUTH 00 DEGREES 29 MINUTES 45 SECONDS WEST, 2,639.96 FEET TO A 2 1/2 INCH G.L.O. BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 12;

THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 7, SOUTH 89 DEGREES 32 MINUTES 32 SECONDS EAST, 5,278.67 FEET TO A 3 INCH M.C.H.D. BRASS CAP, MARKED RLS 21782 2001 FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 8;

THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 8, SOUTH 89 DEGREES 33 MINUTES 16 SECONDS EAST, 2,571.18 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SUN VALLEY PARKWAY AS RECORDED IN BOOK 33 OF ROAD MAPS, PAGE 4, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT ALSO BEING A POINT ON A LINE 75.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 00 DEGREES 20 MINUTES 22 SECONDS WEST, 2,536.40 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 38 SECONDS WEST, 37.00 FEET;

THENCE SOUTH 45 DEGREES 20 MINUTES 22 SECONDS WEST, 56.57 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 38 SECONDS WEST, 1,633.75 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 1,865.00 FEET;

THENCE WEST, 367.18 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTH, THROUGH A CENTRAL ANGLE OF 11 DEGREES 16 MINUTES 49 SECONDS;

THENCE SOUTH 79 DEGREES 03 MINUTES 33 SECONDS WEST, 308.12 FEET TO A POINT OF A CURVATURE HAVING A RADIUS OF 1,735.00 FEET;

THENCE WESTERLY, 341.37 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTH, THROUGH A CENTRAL ANGLE OF 11 DEGREES 16 MINUTES 24 SECONDS;

THENCE NORTH 89 DEGREES 40 MINUTES 03 SECONDS WEST, 795.35 FEET TO A POINT OF CURVATURE HAVING RADIUS OF 1,865.00 FEET;

THENCE WESTERLY, 384.25 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTH, THROUGH A CENTRAL ANGLE OF 11 DEGREES 48 MINUTES 17 SECONDS;

THENCE SOUTH 78 DEGREES 31 MINUTES 40 SECONDS WEST, 303.23 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 1,735.00 FEET;

THENCE WESTERLY, 852.25 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTH, THROUGH A CENTRAL ANGLE OF 28 DEGREES 08 MINUTES 39 SECONDS;

THENCE NORTH 26 DEGREES 38 MINUTES 13 SECONDS WEST, 54.81 FEET;

THENCE NORTH 73 DEGREES 23 MINUTES 25 SECONDS WEST, 130.24 FEET;

THENCE SOUTH 63 DEGREES 21 MINUTES 55 SECONDS WEST, 58.27 FEET;

THENCE SOUTH 22 DEGREES 22 MINUTES 49 SECONDS WEST, 130.66 FEET;

THENCE SOUTH 24 DEGREES 05 MINUTES 45 SECONDS EAST, 52.17 FEET TO A POINT ON A NON-TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 64 DEGREES 08 MINUTES 27 SECONDS WEST, 1,735.00 FEET;

THENCE SOUTHWESTERLY, 35.91 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHWEST, THROUGH A CENTRAL ANGLE OF 01 DEGREES 11 MINUTES 09 SECONDS;

THENCE SOUTH 27 DEGREES 02 MINUTES 42 SECONDS WEST, 2,515.84 FEET;

THENCE SOUTH 73 DEGREES 26 MINUTES 56 SECONDS WEST, 55.17 FEET;

THENCE SOUTH 26 DEGREES 34 MINUTES 00 SECONDS WEST, 130.29 FEET;

THENCE SOUTH 17 DEGREES 57 MINUTES 18 SECONDS EAST, 59.06 FEET;

THENCE SOUTH 62 DEGREES 28 MINUTES 36 SECONDS EAST, 130.29 FEET;

THENCE NORTH 70 DEGREES 38 MINUTES 29 SECONDS EAST, 55.17 FEET;

THENCE SOUTH 62 DEGREES 57 MINUTES 18 SECONDS EAST, 266.79 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 1,865.00 FEET;

THENCE EASTERLY, 805.37 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTH, THROUGH A CENTRAL ANGLE OF 24 DEGREES 44 MINUTES 33 SECONDS;

THENCE SOUTH 87 DEGREES 41 MINUTES 51 SECONDS EAST, 344.07 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 2,795.00 FEET;

THENCE EASTERLY, 874.63 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTH, THROUGH A CENTRAL ANGLE OF 17 DEGREES 55 MINUTES 46 SECONDS;

THENCE SOUTH 69 DEGREES 46 MINUTES 04 SECONDS EAST, 1,424.13 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 1,865.00 FEET;

THENCE EASTERLY, 28.46 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTH, THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 28 SECONDS;

THENCE SOUTH 27 DEGREES 16 MINUTES 15 SECONDS EAST, 43.28 FEET;

THENCE SOUTH 73 DEGREES 02 MINUTES 20 SECONDS EAST, 96.00 FEET;

THENCE NORTH 60 DEGREES 47 MINUTES 37 SECONDS EAST, 42.99 FEET TO A POINT ON A NON-TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 14 DEGREES 33 MINUTES 53 SECONDS EAST, 1,865.00 FEET;

THENCE EASTERLY, 1,235.20 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTH,

THROUGH A CENTRAL ANGLE OF 37 DEGREES 56 MINUTES 50 SECONDS;

THENCE NORTH 66 DEGREES 37 MINUTES 03 SECONDS EAST, 300.61 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 2,195.00 FEET;

THENCE EASTERLY, 915.83 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTH, THROUGH A CENTRAL ANGLE OF 23 DEGREES 54 MINUTES 21 SECONDS;

THENCE SOUTH 89 DEGREES 28 MINUTES 36 SECONDS EAST, 143.18 FEET;

THENCE SOUTH 44 DEGREES 28 MINUTES 36 SECONDS EAST, 56.57 FEET;

THENCE SOUTH 89 DEGREES 28 MINUTES 36 SECONDS EAST, 38.27 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE OF SAID SUN VALLEY PARKWAY;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 00 DEGREES 31 MINUTES 24 SECONDS WEST, 1,862.08 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, NORTH 89 DEGREES 33 MINUTES 53 SECONDS WEST, 2,640.45 FEET TO A 2 1/2 INCH GLO BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 18;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, NORTH 89 DEGREES 24 MINUTES 46 SECONDS WEST, 2,630.44 FEET TO A 2 1/2 INCH GLO BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 18;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, NORTH 89 DEGREES 27 MINUTES 52 SECONDS WEST, 2,645.61 FEET TO A 3 1/2 INCH GLO BRASS CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 18;

THENCE SOUTH 00 DEGREES 48 MINUTES 21 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, 2,637.19 FEET, TO A 2 1/2 INCH G.L.O. BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 24;

THENCE SOUTH 00 DEGREES 19 MINUTES 45 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, 2638.89 FEET, TO A 2 INCH MARICOPA COUNTY ALUMINUM CAP, MARKED RLS 21782 2001 FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 24;

THENCE NORTH 89 DEGREES 33 MINUTES 27 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, 2646.08 FEET, TO A 2 1/2 INCH G.L.O. BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 24;

THENCE NORTH 89 DEGREES 34 MINUTES 10 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, 2639.11 FEET, TO A 2 1/2 INCH G.L.O. BRASS CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 24;

THENCE NORTH 00 DEGREES 21 MINUTES 34 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, 2633.94 FEET, TO A 2 1/2 INCH G.L.O. BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 24;

THENCE NORTH 00 DEGREES 30 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, 2634.73 FEET, TO A 2 1/2 INCH G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 24;

THENCE NORTH 00 DEGREES 29 MINUTES 48 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, 2641.72 FEET, TO A 2 INCH BRASS CAP, MARKED RLS 31034 2003 FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 13;

THENCE NORTH 00 DEGREES 29 MINUTES 48 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 13, 2641.72 FEET, TO A 2 INCH BRASS CAP MARKED RLS 31034 2003 FOUND AT THE NORTHWEST CORNER OF SAID SECTION 13;

THENCE SOUTH 89 DEGREES 26 MINUTES 42 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, 2643.17 FEET, TO A 2 1/2 INCH G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 13;

THENCE NORTH 00 DEGREES 29 MINUTES 00 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 12, 5302.81 FEET, A 2 INCH G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 12;

THENCE SOUTH 89 DEGREES 08 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12, 2642.10 FEET, TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

A PORTION OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A GLO BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 17, FROM WHICH A GLO BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 17 BEARS NORTH 00 DEGREES 30 MINUTES 01 SECOND EAST, 2641.18 FEET;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, NORTH 00 DEGREES 30 MINUTES 01 SECONDS EAST, 99.34 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 59 SECONDS EAST, 56.12 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PROPOSED BRUNER ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 00 MINUTES 06 SECONDS EAST, 478.47 FEET;

THENCE CONTINUING ON SAID EAST RIGHT OF WAY, NORTH 45 DEGREES 00 MINUTES 06 SECONDS EAST, 42.43 FEET TO THE SOUTH RIGHT OF WAY LINE OF PROPOSED SURREY AVENUE;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 89 DEGREES 59 MINUTES 54 SECONDS EAST, 867.01 FEET;

THENCE SOUTH 00 DEGREES 30 MINUTES 01 SECONDS WEST, 525.99 FEET;

THENCE SOUTH 48 DEGREES 22 MINUTES 41 SECONDS WEST, 30.49 FEET;

THENCE SOUTH 30 DEGREES 35 MINUTES 22 SECONDS WEST, 53.68 FEET;

THENCE SOUTH 57 DEGREES 29 MINUTES 32 SECONDS WEST, 32.23 FEET;

THENCE SOUTH 88 DEGREES 59 MINUTES 11 SECONDS WEST, 25.79 FEET;

THENCE SOUTH 70 DEGREES 11 MINUTES 27 SECONDS WEST, 21.07 FEET;

THENCE SOUTH 86 DEGREES 18 MINUTES 54 SECONDS WEST, 31.57 FEET;

THENCE SOUTH 81 DEGREES 11 MINUTES 48 SECONDS WEST, 51.10 FEET;

THENCE SOUTH 62 DEGREES 48 MINUTES 41 SECONDS WEST, 59.09 FEET;

THENCE SOUTH 51 DEGREES 14 MINUTES 39 SECONDS WEST, 41.85 FEET;
THENCE SOUTH 58 DEGREES 00 MINUTES 18 SECONDS WEST, 32.95 FEET;
THENCE SOUTH 73 DEGREES 46 MINUTES 03 SECONDS WEST, 43.44 FEET;
THENCE NORTH 82 DEGREES 28 MINUTES 45 SECONDS WEST, 50.52 FEET;
THENCE NORTH 58 DEGREES 50 MINUTES 33 SECONDS WEST, 41.02 FEET;
THENCE NORTH 43 DEGREES 49 MINUTES 24 SECONDS WEST, 32.66 FEET;
THENCE NORTH 45 DEGREES 57 MINUTES 03 SECONDS WEST, 43.72 FEET;
THENCE NORTH 31 DEGREES 54 MINUTES 04 SECONDS WEST, 30.45 FEET;
THENCE NORTH 46 DEGREES 48 MINUTES 25 SECONDS WEST, 99.06 FEET;
THENCE NORTH 42 DEGREES 17 MINUTES 07 SECONDS WEST, 37.92 FEET;
THENCE NORTH 56 DEGREES 19 MINUTES 14 SECONDS WEST, 57.44 FEET;
THENCE NORTH 88 DEGREES 34 MINUTES 38 SECONDS WEST, 48.84 FEET;
THENCE SOUTH 79 DEGREES 40 MINUTES 39 SECONDS WEST 26.65 FEET;
THENCE SOUTH 86 DEGREES 14 MINUTES 15 SECONDS WEST, 33.19 FEET;
THENCE SOUTH 87 DEGREES 47 MINUTES 54 SECONDS WEST, 40.95 FEET;
THENCE SOUTH 78 DEGREES 41 MINUTES 40 SECONDS WEST, 36.28 FEET;
THENCE SOUTH 50 DEGREES 20 MINUTES 41 SECONDS WEST, 22.98 FEET;
THENCE SOUTH 80 DEGREES 55 MINUTES 27 SECONDS WEST, 29.87 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 3:

A PORTION OF SECTIONS 8, 17 AND 18, TOWNSHIP 3 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 17, FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 17 BEARS NORTH 00 DEGREES 31 MINUTES 24 SECONDS EAST, 5,282.00 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, NORTH 00 DEGREES 31 MINUTES 24 SECONDS EAST, 1,861.96 FEET;

THENCE NORTH 89 DEGREES 28 MINUTES 36 SECONDS WEST, 75.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 28 MINUTES 36 SECONDS WEST, 38.27 FEET;

THENCE NORTH 44 DEGREES 28 MINUTES 36 SECONDS WEST, 56.57 FEET;

THENCE NORTH 89 DEGREES 28 MINUTES 36 SECONDS WEST, 143.18 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 2,195.00 FEET;

THENCE WESTERLY, 915.83 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23 DEGREES 54 MINUTES 21 SECONDS;

THENCE SOUTH 66 DEGREES 37 MINUTES 03 SECONDS WEST, 300.61 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 1,865.00 FEET;

THENCE WESTERLY 1,235.20 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37 DEGREES 56 MINUTES 50 SECONDS;

THENCE SOUTH 60 DEGREES 47 MINUTES 37 SECONDS WEST, 42.99 FEET;

THENCE NORTH 73 DEGREES 02 MINUTES 20 SECONDS WEST, 96.00 FEET;

THENCE NORTH 27 DEGREES 16 MINUTES 15 SECONDS WEST, 43.28 FEET TO A POINT ON A NON TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 19 DEGREES 21 MINUTES 27 SECONDS, EAST, 1,865.00 FEET;

THENCE WESTERLY, 28.46 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 28 SECONDS;

THENCE NORTH 69 DEGREES 46 MINUTES 04 SECONDS WEST, 1,424.13 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 2,795.00 FEET;

THENCE WESTERLY, 874.63 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17 DEGREES 55 MINUTES 46 SECONDS;

THENCE NORTH 87 DEGREES 41 MINUTES 51 SECONDS WEST, 344.07 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 1,865.00 FEET;

THENCE WESTERLY, 805.37 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24 DEGREES 44 MINUTES 33 SECONDS;

THENCE NORTH 62 DEGREES 57 MINUTES 18 SECONDS WEST, 266.79 FEET;

THENCE SOUTH 70 DEGREES 38 MINUTES 29 SECONDS WEST, 55.17 FEET;

THENCE NORTH 62 DEGREES 28 MINUTES 36 SECONDS WEST, 130.29 FEET;

THENCE NORTH 17 DEGREES 57 MINUTES 18 SECONDS WEST, 59.06 FEET;

THENCE NORTH 26 DEGREES 34 MINUTES 00 SECONDS EAST, 130.29 FEET;

THENCE NORTH 73 DEGREES 26 MINUTES 56 SECONDS EAST, 55.17 FEET;

THENCE NORTH 27 DEGREES 02 MINUTES 42 SECONDS EAST, 2,515.84 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 1,735.00 FEET;

THENCE NORTHEASTERLY, 35.91 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 11 MINUTES 09 SECONDS;

THENCE NORTH 24 DEGREES 05 MINUTES 45 SECONDS WEST, 52.17 FEET;

THENCE NORTH 22 DEGREES 22 MINUTES 49 SECONDS EAST, 130.66 FEET;

THENCE NORTH 63 DEGREES 21 MINUTES 55 SECONDS EAST, 58.27 FEET;

THENCE SOUTH 73 DEGREES 23 MINUTES 25 SECONDS EAST, 130.24 FEET;

THENCE SOUTH 26 DEGREES 38 MINUTES 13 SECONDS EAST 54.81 FEET TO A POINT ON A NON TANGENT-CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 16 DEGREES 40 MINUTES 19 SECONDS EAST, 1,735.00 FEET;

THENCE EASTERLY, 852.25 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28 DEGREES 08 MINUTES 39 SECONDS;

THENCE NORTH 78 DEGREES 31 MINUTES 40 SECONDS EAST, 303.23 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 1,865.00 FEET;

THENCE EASTERLY, 384.25 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREES 48 MINUTES 17 SECONDS;

THENCE SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST, 795.35 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 1,735.00 FEET;

THENCE EASTERLY, 341.37 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREES 16 MINUTES 24 SECONDS;

THENCE NORTH 79 DEGREES 03 MINUTES 03 SECONDS EAST, 308.12 FEET TO A POINT OF CURVATURE HAVING A RADIUS OF 1,865.00 FEET;

THENCE EASTERLY 367.18 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREES 16 MINUTES 49 SECONDS;

THENCE SOUTH 89 DEGREES 39 MINUTES 38 SECONDS EAST, 1,633.75 FEET;

THENCE NORTH 45 DEGREES 20 MINUTES 22 SECONDS EAST, 56.57 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 38 SECONDS EAST, 37.00 FEET TO A POINT ON A LINE 75.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF SUN VALLEY PARKWAY AS RECORDED IN BOOK 33 OF ROAD MAPS, PAGE 4, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 00 DEGREES 20 MINUTES 22 SECONDS WEST, 104.88 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 00 DEGREES 31 MINUTES 24 SECONDS WEST, 3,419.92 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PORTION OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A GLO BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 17, FROM WHICH A GLO BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 17 BEARS NORTH 00 DEGREES 30 MINUTES 01 SECONDS EAST, 2641.18 FEET;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, NORTH 00 DEGREES 30 MINUTES 01 SECONDS EAST, 99.34;

THENCE SOUTH 89 DEGREES 29 MINUTES 59 SECONDS EAST, 56.12 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PROPOSED BRUNER ROAD, SAID POINT BEING THE TRUE POINT OF

BEGINNING;

THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 00 MINUTES 06 SECONDS EAST, 478.47 FEET;

THENCE CONTINUING ON SAID EAST RIGHT OF WAY, NORTH 45 DEGREES 00 MINUTES 06 SECONDS EAST, 42.43 FEET TO SOUTH RIGHT OF WAY LINE OF PROPOSED SURREY AVENUE;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 89 DEGREES 59 MINUTES 54 SECONDS EAST, 867.01 FEET;

THENCE SOUTH 00 DEGREES 30 MINUTES 01 SECONDS WEST, 525.99 FEET;

THENCE SOUTH 48 DEGREES 22 MINUTES 41 SECONDS WEST, 30.49 FEET;

THENCE SOUTH 30 DEGREES 35 MINUTES 22 SECONDS WEST, 53.68 FEET;

THENCE SOUTH 57 DEGREES 29 MINUTES 32 SECONDS WEST, 32.23 FEET;

THENCE SOUTH 88 DEGREES 59 MINUTES 11 SECONDS WEST, 25.79 FEET;

THENCE SOUTH 70 DEGREES 11 MINUTES 27 SECONDS WEST, 21.07 FEET;

THENCE SOUTH 86 DEGREES 18 MINUTES 54 SECONDS WEST, 31.57 FEET;

THENCE SOUTH 81 DEGREES 11 MINUTES 48 SECONDS WEST, 51.10 FEET;

THENCE SOUTH 62 DEGREES 48 MINUTES 41 SECONDS WEST, 59.09 FEET;

THENCE SOUTH 51 DEGREES 14 MINUTES 39 SECONDS WEST, 41.85 FEET;

THENCE SOUTH 58 DEGREES 00 MINUTES 18 SECONDS WEST, 32.95 FEET;

THENCE SOUTH 73 DEGREES 46 MINUTES 03 SECONDS WEST, 43.44 FEET;

THENCE NORTH 82 DEGREES 28 MINUTES 45 SECONDS WEST, 50.52 FEET;

THENCE NORTH 58 DEGREES 50 MINUTES 33 SECONDS WEST, 41.02 FEET;

THENCE NORTH 43 DEGREES 49 MINUTES 24 SECONDS WEST, 32.66 FEET;

THENCE NORTH 45 DEGREES 57 MINUTES 03 SECONDS WEST, 43.72 FEET;

THENCE NORTH 31 DEGREES 54 MINUTES 04 SECONDS WEST, 30.45 FEET;

THENCE NORTH 46 DEGREES 48 MINUTES 25 SECONDS WEST, 99.06 FEET;

THENCE NORTH 42 DEGREES 17 MINUTES 07 SECONDS WEST, 37.92 FEET;

THENCE NORTH 56 DEGREES 19 MINUTES 14 SECONDS WEST, 57.44 FEET;

THENCE NORTH 88 DEGREES 34 MINUTES 38 SECONDS WEST, 48.84 FEET;

THENCE SOUTH 79 DEGREES 40 MINUTES 39 SECONDS WEST, 26.65 FEET;

THENCE SOUTH 86 DEGREES 14 MINUTES 15 SECONDS WEST, 33.19 FEET;

THENCE SOUTH 87 DEGREES 47 MINUTES 54 SECONDS WEST, 40.95 FEET;

THENCE SOUTH 78 DEGREES 41 MINUTES 40 SECONDS WEST, 36.28 FEET;

THENCE SOUTH 50 DEGREES 20 MINUTES 41 SECONDS WEST, 22.98 FEET;

THENCE SOUTH 80 DEGREES 55 MINUTES 27 SECONDS WEST, 29.87 FEET TO THE TRUE POINT OF BEGINNING.

SCHEDULE B

PART ONE:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Lack of a right of access to and from the land.

**SCHEDULE B
Amendment No 1**

(All recording data refers to records in the office of the County Recorder in the County in which the land is situated.)

EXCEPTIONS:

1. Second installment of 2015 taxes, a lien, payable on or before March 1, 2016, and delinquent May 1, 2016.
2. Taxes for the full year of 2016.
(The first half is due October 1, 2016 and is delinquent November 1, 2016. The second half is due March 1, 2017 and is delinquent May 1, 2017 .)

504-01-006D 1

504-72-006G 8

504-72-010J 5

504-72-010P through 504-72-010U

504-72-011D 1
3. Any assessment which may become a lien on the property herein described by reason of that certain proposed improvement lien, dated and posted January 03, 2006, Job No. 05-06.
4. Any charge upon said land by reason of its inclusion in Central Arizona Groundwater Replenishment District.
5. Any charge upon said land by reason of its inclusion in Trillium Community Facilities District.
6. Right of Way No. AR-035584 for easement and rights incident thereto for Mead-Liberty 345KV transmission line and right of way and access roads as set forth in document recorded as 85-411067 of Official Records and recorded as 88-279054 of Official Records.

(Affects Parcel Nos. 1 and 2)
7. Right of Way No. PHX-082297 for easement and rights incident thereto for electric transmission line as set forth in document recorded as 85-411068 of Official Records and recorded as 88-279054 of Official Records.

(Affects Parcel Nos. 1 and 2)
8. Right of Way No. A-10987 for easement and rights incident thereto for a 230 KV transmission line as set forth in document recorded as 85-411069 of Official Records and recorded as 88-279054 of Official Records.

(Affects Parcel Nos. 1 and 2)

9. Covenants, Conditions and Restrictions as set forth in document recorded in 2006-1672589 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 42 USC 3604(c).
10. Covenants, Conditions and Restrictions as set forth in document recorded in 2006-866068 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 42 USC 3604(c).

(Affects Parcel No. 3)

11. The terms and provisions contained in the document entitled "Pre-Annexation and Development Agreement" recorded as recorded September 22, 2004 as 2004-1105637 of Official Records; re-recorded March 23, 2005 as 2005-354480 of Official Records and amendment recorded August 29, 2006 as 2006-1146706 of Official Records and 2nd Amendment recorded October 12, 2010 as 2010-887433 of Official Records and Ordinance No. 31-10 recorded October 21, 2010 as 2010-922433 of Official Records.
12. The terms and provisions contained in the document entitled "Agreement and Notice of Municipal Provider Reporting Requirements for Trillium-Phase II Regarding Membership in the Central Arizona Groundwater Replenishment District" recorded December 22, 2006 as 2006-1672588 of Official Records.
13. The terms and provisions contained in the document entitled "Agreement and Notice of Municipal Provider" recorded June 27, 2006 as 2006-866067 of Official Records.

(Affects Parcel No. 3)

14. All matters as set forth in Notice of Formation of Trillium Community Facilities District (Town of Buckeye, Arizona), recorded January 12, 2006 as 2006-055381 of Official Records.
15. All matters as set forth in Development, Financing Participation and Intergovernmental Agreement No. 1 for Trillium Community Facilities District (Buckeye, Arizona), recorded January 12, 2006 as 2006-055382 of Official Records.
16. All matters as set forth in Resolution No. 05-06, recorded January 12, 2006 as 2006-055383 of Official Records.
17. All matters as set forth in General Plan for the Proposed Trillium Community Facilities District, recorded January 12, 2006 as 2006-055384 of Official Records.
18. An easement for right of way, slope, drainage and incidental purposes in the document recorded as 87-194103 of Official Records and thereafter conveyed to Maricopa County recorded as 87-194115 of Official Records.
19. An easement for access, utility and incidental purposes in the document recorded as 93-637670 of Official Records.

(Affects Parcel Nos. 1 and 2)

20. An easement for slope, drainage easement and incidental purposes in the document recorded as 87-194102 of Official Records and thereafter conveyed to Maricopa County, a political subdivision of the State of Arizona, its successors and assigns by document recorded as 87-194115 of Official Records.
21. Resolution No. 19-98 by the Town of Buckeye adopting Water and Wastewater Guideline recorded December 11, 1998 as 98-1121262 of Official records.
22. Easements, Restrictions, Reservations, Conditions, setback lines and other matters as set forth in the document recorded as Book 309 of Maps, Page 12.
23. Right of Way, Drainage Easement and Slope Easement for Sun Valley Parkway shown as Book 33 of Road Maps, Page 4.
24. Rights of the United States of America, State of Arizona, the municipality and the public, in and to that part of said land falling in the bed of the Hassayampa River.

(Affects Parcel Nos. 1 and 2)
25. Rights of way for transmission lines as disclosed as 88-279054 of Official Records and thereafter, the terms and provisions contained in the document entitled "Agreement" recorded January 09, 2004 as 2004-022680 of Official Records; re-recorded January 30, 2004 as 2004-093673 of Official Records and re-recorded May 21, 2004 as 2004-570341 of Official Records. By and between Trillium West LLC, an Arizona limited liability company and Western Area Power Administration United States Department of Energy.

(Affects Parcel Nos. 1 and 2)
26. Rights of way for transmission lines as disclosed as 86-111064 of Official Records and thereafter, Notice of Location of Portions of Certain Transmission Lines by The Bureau of Reclamation recorded July 22, 2004 as 2004-837375 of Official Records.

(Affects Parcel Nos. 1 and 2)
27. Ordinance No. 35-04, creating a Development Agreement and the Community Master Plan for the Development of Trillium, recorded as 2004-1076604 of Official Records and Amended as disclosed by Ordinance No. 31-10 recorded October 21, 2010 as 2010-922433 of Official Records.
28. Ordinance No. 68-04, amending the Land Use District Map of the Town of Buckeye, recorded as 2005-103985 of Official Records and recorded as 2005-103986 of Official Records.

(Affects Parcel Nos. 1 and 2)
29. Lack of a right of access to and from the land.

(Affects Parcel No. 2 by reason of the fact that contiguous property is in different ownership.)
30. Water rights, claims or title to water, whether or not shown by the public records.
31. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

End of Schedule B

**First American Title
Insurance Company
National Commercial
Services**



**The First American
Corporation**

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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**CITY OF BUCKEYE
COUNCIL ACTION REPORT**

(You may add additional text by double clicking next to the text box or drop down menu)

MEETING DATE:	November 1, 2016	AGENDA ITEM:	7B.
DATE PREPARED:	October 10, 2016	DISTRICT NO.:	ALL
STAFF LIAISON:	Lucinda Aja	DIRECTOR APPROVAL:	LA
DEPARTMENT:	City Clerk	FINANCE APPROVAL:	N/A

Will not be added without both approvals

ACTION / MOTION:

Council to take action on the following Boards and Commissions changes:

Airport Advisory Board -

- reappoint Paul Daffinrud (District 5) as a Regular Member, with a term expiration date of December, 2020;
- reappoint Larry Runge (District 5) as a Regular Member, with a term expiration date of December, 2020;

Buckeye Pollution Control Corporation -

- remove of Arthur Nehf as a Regular Member;

Community Services Advisory Board -

- remove Chester Hetrick (District 6) as a Regular Member, effective December 31, 2016;
- reappoint Linda Gross (District 1) as a Regular Member, with a term expiration date of December, 2020;
- reappoint Sue Mros (District 2) as a Regular Member, with a term expiration date of December, 2020;
- reappoint Teresa Bible (District 6) as a Regular Member, with a term expiration date of December, 2020;

Library Advisory Board -

- remove Lynnette Kwasiborski (District 2) as a Regular Member;
- appoint Kristen Beeter (District 6) as a Regular Member, with a term expiration date of December, 2020;

Planning and Zoning Commission -

- remove Nick Hudec (District 6) as a Regular Member, effective December 31, 2016;
- remove Jeffrey Nagy (District 1) as a Regular Member, effective December 31, 2016;
- reappoint Thomas Marcinko (At-Large) as a Regular Member, with a term expiration date of December, 2020;
- reappoint Preston Hundley (District 2) as a Regular Member, with a term expiration date of December, 2020;
- reappoint Deanna Kupcik (District 3) as an Alternate Member, with a term expiration date of December, 2020;
- reappoint John Pringle (District 5) as an Alternate Member, with a term expiration date of December, 2020;
- appoint Jesse Knight (District 1) as a Regular Member, effective December 31, 2016, with a term expiration date of December, 2020;
- appoint Charles Trullinger (District 6) as an Alternate Member, filling the unexpired term vacated by Duane Mitry, with a term expiration date of December, 2019.

WORKSHOP SPECIAL CONSENT NON-CONSENT TABLED PUBLIC HEARING

RELEVANT COUNCIL GOAL:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The City encourages community involvement in our programs through our boards and commissions. Several Board and Commission members have completed their first four-year term and are eligible for an additional four-year term. Reappointments have been recommended for eligible members. Removals have been recommended for members that are ineligible to serve a second four-year term, members that have requested to be removed, and members that have moved out of the City of Buckeye. New members are appointed as vacancies occur and applications demonstrating eligibility are received and reviewed by staff. Mr. Trullinger will be a new member of the Planning and Zoning Commission.

FINANCIAL IMPACT STATEMENT:

N/A

ATTACHMENTS: ***ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

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

CFD Agenda

CFD Agenda

CFD Agenda

CFD Agenda

CFD Agenda



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.

**JOINT MEETING OF THE
COMMUNITY FACILITIES DISTRICTS CITY OF BUCKEYE, ARIZONA
PURSUANT TO SECTIONS 48-711, 48-715 AND TITLE 38, CHAPTER 3, ARTICLE 3.1
ARIZONA REVISED STATUTES, AS AMENDED**

**ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
ELIANTO COMMUNITY FACILITIES DISTRICT
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
MIRIELLE COMMUNITY FACILITIES DISTRICT
SUNDANCE COMMUNITY FACILITIES DISTRICT
TARTESSO WEST COMMUNITY FACILITIES DISTRICT
TRILLIUM COMMUNITY FACILITIES DISTRICT
VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT
VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
WATSON ROAD COMMUNITY FACILITIES DISTRICT
WESTPARK COMMUNITY FACILITIES DISTRICT**

**NOVEMBER 1, 2016
AGENDA**

**City Council Chambers
530 E. Monroe Avenue
Buckeye, AZ 85326
Immediately following the 6:00 p.m. Regular Council Meeting**

1. Call to Order/Roll Call

2. Minutes

Board to take action on approval of the October 4, 2016 Joint Meeting Minutes for the following Community Facilities Districts:

Anthem Sun Valley
Elianto
Festival Ranch
Mirielle
Sundance
Tartesso West
Trillium
Verrado District 1
Verrado Western Overlay
Watson Road
Westpark

3. **Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) to hold a Public Hearing and take action on Resolution No. 08-16 approving the Feasibility Report relating to the acquisition and financing of certain improvements benefiting the District; declaring its intention to acquire certain improvements described in the Feasibility Report; forming a Special Assessment District No. 11, subject to certain conditions; determining that Special Assessment Revenue Bonds will be issued to finance the costs and expenses thereof and declaring the improvements to be of more than local or ordinary public benefit and that the costs of said improvements will be assessed upon the assessment district; providing that the proposed improvements will be performed and District Special Assessment Revenue Bonds issued under the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, and all Amendments thereto.**

Summary: This financing allows the Developer (Pulte Home Corporation) to be reimbursed for a portion of the cost of public infrastructure, while causing the eventual homeowner to be responsible for their respective share of the cost in the form of a special assessment in the amount of \$2,000. This Resolution satisfies the District's statutory obligation to hold a public hearing on the approval of the feasibility report prepared in connection with this financing, declare its intention to acquire improvements, determine special assessment revenue bonds, and to assess the costs of acquiring the improvements.
Staff Liaison: Larry D. Price, Finance Director, (623) 349-6164, lprice@buckeyeaz.gov

4. **Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 09-16 ordering the public infrastructure project performed as described in Resolution No. 08-16.**

Summary: The project includes acquiring regional drainage improvements benefitting approximately 1,400 lots for single-family homes located within the Festival Ranch CFD. This financing allows the Developer (Pulte Home Corporation) to be reimbursed for a portion of the cost of public infrastructure, while causing the eventual homeowner to be responsible for their respective share of the cost in the form of a special assessment in the amount of \$2,000.
Staff Liaison: Larry D. Price, Finance Director, (623) 349-6164, lprice@buckeyeaz.gov

5. **Board of Directors of the Verrado District 1 Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 05-16 adopting issuance and post-issuance compliance procedures relating to tax-exempt bonds for the Verrado District 1 Community Facilities District; and providing for an effective date.**

Summary: Verrado District 1 CFD is in the process of issuing additional tax-exempt bonds; in order to maintain a tax-exempt status of the District's bonds, the District must provide continuing disclosure of information and take certain necessary actions. Formally adopting issuance and post-issuance compliance procedures is considered a "best practice" and helps to provide continuity.
Staff Liaison: Larry Price, Finance Director, (623) 349-6164, lprice@buckeyeaz.gov

6. **Board of Directors of the Westpark District 1 Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 05-16 adopting issuance and post-issuance compliance procedures relating to tax-exempt bonds for the Verrado District 1 Community Facilities District; and providing for an effective date.**

Summary: Westpark 1 CFD is in the process of issuing additional tax-exempt bonds; in order to maintain a tax-exempt status of the District's bonds, the District must provide continuing disclosure of information and take certain necessary actions. Formally adopting issuance and post-issuance compliance procedures is considered a "best practice" and helps to provide continuity.

Staff Liaison: Larry Price, Finance Director, (623) 349-6164, lprice@buckeyeaz.gov

7. **Citizen Input/Appearances from the Floor**
8. **The Board will make a motion to adjourn the meeting.**

CFPD Minutes

CFPD Minutes

CFPD Minutes

CFPD Minutes

CFPD Minutes



**JOINT MEETING OF THE
COMMUNITY FACILITIES DISTRICTS CITY OF BUCKEYE, ARIZONA
PURSUANT TO SECTIONS 48-711, 48-715 AND TITLE 38, CHAPTER 3, ARTICLE 3.1
ARIZONA REVISED STATUTES, AS AMENDED**

**ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
ELIANTO COMMUNITY FACILITIES DISTRICT
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
MIRIELLE COMMUNITY FACILITIES DISTRICT
SUNDANCE COMMUNITY FACILITIES DISTRICT
TARTESSO WEST COMMUNITY FACILITIES DISTRICT
TRILLIUM COMMUNITY FACILITIES DISTRICT
VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT
VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
WATSON ROAD COMMUNITY FACILITIES DISTRICT
WESTPARK COMMUNITY FACILITIES DISTRICT**

**OCTOBER 4, 2016
MINUTES**

**City Council Chambers
530 E. Monroe Avenue
Buckeye, AZ 85326
Immediately following the 6:00 p.m. Regular Council Meeting**

1. Call to Order/Roll Call

Chairman Meck called the meeting to order at 6:54 p.m.

Members Present: Board Member Garza, Board Member HagEstad, Board Member Orsborn, Board Member McAchran, Board Member Heustis, Vice Chair Hess (arrived at 6:56 p.m.), and Chairman Meck.

Members Absent: None.

Departments Present: District Manager Roger Klingler, District Attorney Shiela Schmidt, District Clerk Lucinda Aja, Deputy District Clerk Summer Stewart, Assistant to Board Carol Conley, Public Works Director Scott Lowe, Information Technology Director Greg Platacz, Finance Director Larry Price, and Construction and Contracting Manager Chris Williams.

2. Minutes

A motion was made by Board Member Orsborn and seconded by Board Member Heustis to approve the September 6, 2016 Joint Meeting Minutes for the following Community Facilities Districts:

Anthem Sun Valley
Elianto
Festival Ranch
Mirielle
Sundance
Tartesso West
Trillium
Verrado District 1
Verrado Western Overlay
Watson Road
Westpark

Motion passed unanimously.

3. **Board of Directors of the Sundance Community Facilities District to take action on the award of Delivery Order No. 3 to Job Order Contract (No. 2014-025-4, DORFP #5) to Haydon Building Corporation.**

Staff Liaisons: Chris Williams, Construction and Contracting Manager
Dave Nigh, Water Resources Director

Mr. Williams provided information related to the Job Order Contract. The work described in this Delivery Order to the Job Order Contract between the City of Buckeye and Haydon Building Corporation includes rehabilitation and upgrading of Sundance Well No. 8, allowing for additional water production capacity to the Sundance area. The cost of the project will not exceed the budgeted total amount of \$843,450.57. Mayor Meck requested information related to the need for rehabilitation of the well. Mr. Williams stated the well sat idle for a period of time, resulting in corrosion and the need for rehabilitation; staff recommends approval of the contract. A motion was made by Board Member Orsborn and seconded by Board Member Heustis to approve the award of Delivery Order No. 3 to Job Order Contract (No. 2014-025-4, DORFP #5) to Haydon Building Corporation. Motion passed unanimously.

4. **Board of Directors of the Westpark Community Facilities District to take action on Resolution No. 04-16 authorizing the issuance and sale of its District General Obligation Refunding Bonds, Series 2016, in an aggregate principal amount of not to exceed \$6,500,000; delegating the authority to approve certain matters with respect to the bonds and the bonds being refunded; providing for the annual levy of a tax for the payment of the bonds; authorizing the appointment of a Registrar, Transfer Agent and Paying Agent, a Depository Trustee and a Dissemination Agent; approving the form of the bonds and certain documents and authorizing completion, execution and delivery thereof; delegating the authority to approve and deem final a form of Official Statement; approving the sale of the bonds to the purchaser thereof; and ratifying all actions taken or to be taken to further this Resolution.**

Staff Liaison: Larry Price, Finance Director

Mr. Price provided information related to the issuance and sale of bonds; issuing bonds to refund outstanding bonds will achieve savings on annual debt service payments. Currently, the District has outstanding General Obligation Bonds, Series 2005, Series 2006, and Series 2007. The Refunding Bonds will be used to pay off all or a portion of the outstanding bonds. The District will achieve savings on its annual debt service by replacing the bonds at a lower interest rate, resulting in lower annual debt service payments and cost savings on the previously issued bonds. Current projections show the Refunding Bonds will result in anticipated net present value savings in excess of \$425,000. A motion was made by

Board Member Orsborn and seconded by Vice Chair Hess to adopt Resolution No. 04-16 authorizing the issuance and sale of its District General Obligation Refunding Bonds, Series 2016, in an aggregate principal amount of not to exceed \$6,500,000; delegating the authority to approve certain matters with respect to the bonds and the bonds being refunded; providing for the annual levy of a tax for the payment of the bonds; authorizing the appointment of a Registrar, Transfer Agent and Paying Agent, a Depository Trustee and a Dissemination Agent; approving the form of the bonds and certain documents and authorizing completion, execution and delivery thereof; delegating the authority to approve and deem final a form of Official Statement; approving the sale of the bonds to the purchaser thereof; and ratifying all actions taken or to be taken to further this Resolution. Motion passed unanimously.

5. Citizen Input/Appearances from the Floor - None.

6. The Board will make a motion to adjourn the meeting.

A motion was made by Board Member Orsborn and seconded by Vice Chair Hess to adjourn the meeting at 7:06 p.m. Motion passed unanimously.

Jackie A. Meck, Chairman

ATTEST:

Lucinda J. Aja, District Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Joint Community Facilities District Meeting held on the 4th day of October, 2016. I further certify that a quorum was present.

Lucinda J. Aja, District Clerk

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**CITY OF BUCKEYE
COMMUNITY FACILITIES DISTRICT
BOARD ACTION REPORT**

(You may add additional text by double clicking next to the text box or drop down menu)

MEETING DATE:	November 1, 2016	AGENDA ITEM:	3.
DATE PREPARED:	October 12, 2016	DISTRICT NO.:	Choose an item. 4
STAFF LIAISON:	Larry D. Price	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

ACTION TITLE: RESOLUTION OF THE BOARD OF DIRECTORS OF THE FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) APPROVING THE FEASIBILITY REPORT RELATING TO THE ACQUISITION AND FINANCING OF CERTAIN IMPROVEMENTS BENEFITTING THE DISTRICT; DECLARING ITS INTENTION TO ACQUIRE CERTAIN IMPROVEMENTS DESCRIBED IN THE FEASIBILITY REPORT; FORMING A SPECIAL ASSESSMENT DISTRICT NO. 11, SUBJECT TO CERTAIN CONDITIONS; DETERMINING THAT SPECIAL ASSESSMENT REVENUE BONDS WILL BE ISSUED TO FINANCE THE COSTS AND EXPENSES THEREOF AND DECLARING THE IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE COSTS OF SAID IMPROVEMENTS WILL BE ASSESSED UPON THE ASSESSMENT DISTRICT; PROVIDING THAT THE PROPOSED IMPROVEMENTS WILL BE PERFORMED AND DISTRICT SPECIAL ASSESSMENT REVENUE BONDS ISSUED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 6, ARIZONA REVISED STATUTES, AND ALL AMENDMENTS THERETO.

[Alternate form: Resolution No. 08-16 of the Board of Directors of the Festival Ranch Community Facilities District approving a feasibility report; declaring its intention to acquire improvements and form a special assessment district ("Assessment District No. 11"), subject to certain conditions; determining that special assessment revenue bonds will be issued and that the costs of said improvements will be assessed upon Assessment District No. 11.]

ITEM PUBLIC HEARING

RECOMMENDATIONS:

Board to Adopt Resolution No. 08-16 approving a feasibility report; declaring its intention to acquire improvements and form a special assessment district, subject to certain conditions; determining that special assessment revenue bonds will be issued and that the costs of said improvements will be assessed upon the assessment district.

SUMMARY

PROJECT DESCRIPTION:

Acquire regional drainage improvements benefitting approximately 1,400 lots for single family homes located within the Festival Ranch Community Facilities District.

BENEFITS:

This financing allows the developer, Pulte Home Corporation, to be reimbursed for a portion of the cost of the public infrastructure, while causing the eventual homeowner to be responsible for their respective share of the cost in the form of a special assessment in the amount of \$2,000. Resolution No. 08-16 satisfies the District's statutory obligation to hold a public hearing on the approval of the feasibility report prepared in connection with this financing, declare its intention to acquire improvements, determine to issue special assessment revenue bonds, and to assess the costs of acquiring the improvements.

FUTURE ACTION: (Board and Staff)

Order the acquisition of the improvements pursuant to Resolution 09-16.
Approve the levy of an assessment and assessment diagram at a future meeting.
Record the Assessment in the amount of \$2,000 per lot or a prorated assessment amount on an acreage basis.
Approve the sale and issuance of District special assessment bonds at a future meeting.

ATTACHMENTS: ***ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*
Resolution No. 08-16

FINANCIAL NARRATIVE:

[Click here to enter text.](#)

CURRENT FISCAL YEAR TOTAL COST

[Click here to enter text.](#)

BUDGETED UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y:

[Click here to enter text.](#)

FUND / DEPARTMENT (GL#):

[Click here to enter text.](#)

RESOLUTION NO. 08-16 (Festival Ranch)

RESOLUTION OF THE BOARD OF DIRECTORS OF THE FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) APPROVING THE FEASIBILITY REPORT RELATING TO THE ACQUISITION AND FINANCING OF CERTAIN IMPROVEMENTS BENEFITTING THE DISTRICT; DECLARING ITS INTENTION TO ACQUIRE CERTAIN IMPROVEMENTS DESCRIBED IN THE FEASIBILITY REPORT; FORMING A SPECIAL ASSESSMENT DISTRICT NO. 11, SUBJECT TO CERTAIN CONDITIONS; DETERMINING THAT SPECIAL ASSESSMENT REVENUE BONDS WILL BE ISSUED TO FINANCE THE COSTS AND EXPENSES THEREOF AND DECLARING THE IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE COSTS OF SAID IMPROVEMENTS WILL BE ASSESSED UPON THE ASSESSMENT DISTRICT; PROVIDING THAT THE PROPOSED IMPROVEMENTS WILL BE PERFORMED AND DISTRICT SPECIAL ASSESSMENT REVENUE BONDS ISSUED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 6, ARIZONA REVISED STATUTES, AND ALL AMENDMENTS THERETO.

WHEREAS, pursuant to Arizona Revised Statutes ("A.R.S.") Section 48-715, as amended, the Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "*District*") has caused a report of the feasibility and benefits of the Project (as such term and all other initially capitalized terms are defined hereinafter) to be prepared, relating to certain public infrastructure provided for in the General Plan of the District and to be financed with the proceeds of the sale of special assessment revenue bonds of the District to be prepared (the "*Report*"), which Report includes, among other things, a description of certain public infrastructure to be acquired and all other information useful to understand the Project, an estimate of the cost to acquire, operate and maintain the Project, an estimated schedule for completion of the Project, a map or description of the area to be benefited by the Project and a plan for financing the Project, a copy of which is on file with Clerk of the District; and

WHEREAS, pursuant to A.R.S. Section 48-715, as amended, a public hearing on the Report was held on the date hereof, after provision for publication of notice thereof as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) that:

Section 1. Definitions. In this resolution, the following terms shall have the following meanings:

"*Act*" shall mean Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended.

"*Assessment District*" shall mean the real property contained within the boundaries described in Exhibit A attached hereto. For a more general description, reference is hereby made

to the Assessment District Map attached to this resolution as Exhibit B, which map is on file with the Superintendent of Streets and the Clerk.

"*Assessment District Map*" shall mean the map showing the Assessment District and attached hereto as Exhibit B.

"*Board*" shall mean the Board of Directors of the District.

"*Bond Counsel*" shall mean Gust Rosenfeld P.L.C. and any successor thereto.

"*Bonds*" shall mean the District's Assessment District No. 11 Special Assessment Revenue Bonds, Series 2016.

"*Clerk*" shall mean the Clerk of the District.

"*Debt Service Reserve Fund*" shall mean the debt service reserve fund funded with the proceeds from the sale of the Bonds, authorized pursuant to the Act.

"*Development Agreement*" shall mean the Development, Financing Participation and Intergovernmental Agreement No. 1 (Festival Ranch Community Facilities District) dated as of April 21, 2005, by and among the City of Buckeye, Arizona, the District, 10,000 West, LLC and Pulte Home Corporation; recorded April 22, 2005 at docket number 2005-0523800 in the office of the Maricopa County Recorder.

"*District*" shall mean the Festival Ranch Community Facilities District (City of Buckeye, Arizona).

"*District Engineer*" shall mean such engineer or firm of engineers as appointed by the District Manager.

"*Estimate*" shall mean the estimate of costs and expenses of the Project described in the Report and this resolution, showing the estimated costs and expenses of acquisition of the Project to be not less than \$2,522,292.50, together with estimated Incidental Expenses (\$218,450.00) payable by Pulte Home Corporation and a Debt Service Reserve Fund (\$215,707.50) for a total cost not to exceed \$2,956,450.00, all as described on Exhibit C.

"*Incidental Expenses*" shall mean compensation paid to the Superintendent of Streets, District Engineer, costs of printing, advertising, posting, the expenses of making, administrating and collecting the assessments, any discount on the Bonds, any paying agent's fees, all legal, placement agent and financial advisor fees, DTC/CUSIP fees, compliance fees, all expenses and costs incurred in establishing the District, the Assessment District and incurred in connection with the drafting of the proceedings and in connection with the sale of bonds, the funding of a Debt Service Reserve Fund and all capitalized interest, if any, on the Bonds.

"*Plans*" shall mean the preliminary plans (including the conceptual plans), specifications and any other contract documents showing the location, type and character of the

Project, filed with the Clerk prior to the adoption of this resolution or the resolution ordering the performance of the Project. The term "Plans" shall include all final plans, specifications and contract documents developed in connection with the design of the Project.

"*Project*" shall mean, collectively, the acquisition of public infrastructure (as such term is defined in the Act) described in the Report including particularly, the acquisition by the District of the public infrastructure described on Exhibit D hereto.

"*Report*" shall mean the Feasibility Report dated November 1, 2016 and on file with the Clerk, prior to the date and time hereof, discussing the matters required by A.R.S. Section 48-715, as amended, as such matters relate to the Project.

"*Streets*" or "*streets to be improved*" shall mean the Project listed on Exhibit D hereto and located within the Assessment District as are hereafter shown on the final Plans.

"*Superintendent of Streets*" shall mean the Director of the City of Buckeye's Public Works Department or such person or firm appointed as Superintendent of Streets by the District Manager.

"*Waiver*" shall mean the Festival Ranch Community Facilities District Waiver and Development Agreement Pertaining to Assessment District No. 11, dated as of _____, 2016, by and between the District and Pulte Home Corporation, and certain lienholders, to be recorded in the office of the Maricopa County Recorder.

Section 2. Approval of the Feasibility Report. Published notice of the public hearing on the Report has been provided by the Clerk not less than ten (10) days in advance of the date of the public hearing on the Report and such publication is hereby ratified and approved. The Clerk has provided the Report and notice of public hearing on the Report to the City of Buckeye, Arizona, not less than ten (10) days in advance of the date of the public hearing. Based on the review by the Board and the presentation of the Report at the public hearing on November 1, 2016, the Report is hereby adopted and approved in the form submitted to the Board.

Section 3. Resolution of Intent. This Board hereby identifies the public infrastructure of the Project, the areas benefited (all located within the District), the expected method of financing and the system of providing revenues to operate and maintain the Project, all as identified and provided for in the Report, for any and all purposes of the Act. This Board hereby declares its intent to proceed with the financing of the acquisition of the Project in substantially the manner presented in the Report and pursuant to the terms of the Development Agreement. Any portion of the costs of the Project not financed by the proceeds of the Bonds shall remain eligible to be financed through the sale of future bonds of the District.

Section 4. Declaration of Intention to Order the Project. The public interest and convenience require and it is the intention of the Board to order the Project to be acquired, constructed and performed as stated herein and contemplated by the Report and in conformance with the final Plans. All items of the Project shall be performed as prescribed by the final Plans and no assessment for any lot shall exceed its proportion of the Estimate.

Section 5. Determination of Need; Formation of Assessment District Subject to Certain Conditions. The Assessment District is hereby formed, consisting of the property described on Exhibit A attached hereto and subject to certain conditions identified in A.R.S. Section 48-576. In the opinion of the Board, the Project is of more than local or ordinary public benefit, the Project principally benefits the land within the Assessment District, and the Board hereby orders that all amounts due or to become due with respect to financing the costs and expenses of the Project, together with all Incidental Expenses (the "Assessment"), shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

Section 6. Exclusion of Certain Property. Any public or private street or alley within the boundaries of the Assessment District is hereby omitted from the Assessment District. Any lot, the legal owner of which on this date is the United States, the state, a county, city, school district or any political subdivision or institution of the state or county, which is included within the Assessment District shall be omitted from the assessments hereafter made except as otherwise agreed between the District and such owner.

Section 7. Determination and Notice of Necessity to Issue Bonds. The Board finds that the public convenience requires that special assessment lien bonds, designated Festival Ranch Community Facilities District (City of Buckeye, Arizona) Assessment District No. 11 Special Assessment Revenue Bonds, Series 2016, shall be issued to finance the costs and expenses of the Project and Incidental Expenses. The Board hereby determines that the Bonds shall be issued in the name of the District payable, however, solely and only out of a special fund collectible from special assessments levied and assessed upon the lots, pieces and parcels of land within the Assessment District in not to exceed twenty (20) annual principal installments from the assessments of \$25.00 or over remaining unpaid as of the end of the cash collection period.

The Bonds shall be issued in fully registered form as to principal and interest in the principal amounts of \$25,000 or any integral multiples of \$1,000 in excess thereof. The Bonds shall mature on the first day of July in the years and in amounts to be set by the Board prior to their issuance; provided, however, the Bonds shall mature not later than July 1, 2036. Principal installments of each Assessment shall be due on the first day of June immediately preceding the maturity date of any Bonds and installments of interest of each Assessment shall be due on the first day of June and December.

The Bonds shall bear interest at a rate or rates of not to exceed seven and fifty hundredths percent (7.50%) per annum, payable on the first day of January and July of each year, commencing on such date as set forth in the resolution authorizing the Bonds. The Board reserves the right to call the Bonds for prior redemption, in whole or in part of such terms as may hereafter be established by this Board.

Section 8. Bond Anticipation Notes. The Board reserves the right to issue bond anticipation notes pursuant to A.R.S. Section 48-618, as amended. The Board also reserves the right to retain any Bonds which may be issued and to sell the same for cash to pay the contractor the amounts due it in cash.

Section 9. Statutory Authority. The Project and all proceedings pertaining thereto shall be acquired, constructed and performed under the provisions of the Act.

Section 10. Delegation of Authority. The District Engineer and the Superintendent of Streets are hereby authorized to complete the Plans, specification and any contract documents.

Section 11. Right to Reduce Scope of Work. If, because of pending or threatened litigation concerning any one or more parcels subject to the Assessment, the District and the winning bidder receive a written opinion of Bond Counsel stating that the Bonds cannot be issued against such parcel or parcels or the Assessment District is unable to obtain any right-of-way necessary for the acquisition of the Project, the District may then cause the acquisition contract to be modified to exclude from the applicable contract some or all of the Project which will benefit the parcel or parcels in question, or which was located in the right-of-way which was not obtained. The filing of a certificate and request that no Bonds be issued against any parcel pursuant to A.R.S. Sections 48-540 and 48-597, as amended, may be deemed to be threatened litigation.

Section 12. Waiver and Assessment. The owners and lienholders of the property within the Assessment District have heretofore executed and delivered to the District the Waiver wherein the parties thereto have (a) waived any and all requirements for notice and time for protests and objections relating to, among other things, the Project and the extent of the Assessment District; (b) acknowledged that the District shall levy an Assessment; and (c) waived certain procedural requirements. The Waiver is hereby accepted and approved and this Board is proceeding in reliance on the Waiver. The District Manager is hereby authorized to execute the Waiver on behalf of the District and the Clerk is authorized to record the Waiver with the Maricopa County Recorder.

[SIGNATURES ON FOLLOWING PAGE]

PASSED, ADOPTED AND APPROVED on November 1, 2016.

Jackie A. Meck, District Chairman

ATTEST:

District Clerk

APPROVED AS TO FORM

Gust Rosenfeld P.L.C.
Bond Counsel

Attachments: EXHIBIT A – Legal description of Assessment District
EXHIBIT B – Map of District
EXHIBIT C – Estimated Costs
EXHIBIT D – List of Projects

CERTIFICATE

I hereby certify that the above and foregoing Resolution No. 08-16 was duly passed by the Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) at a regular meeting held on November 1, 2016, and that a quorum was present thereat and that the vote thereon was _____ ayes and _____ nays; _____ did not vote or were absent.

District Clerk

EXHIBIT A

Legal Description of Assessment District No. 11

Exhibit "A"
Legal Description

Sun City Festival Special Assessment Area No. 11

Parcel No. 1

Lots 1 through 109 inclusive, of Sun City Festival Parcel N1, recorded in Book 1290, Page 34, Maricopa County Records, Arizona.

Parcel No. 2

A parcel of land situated in a portion of Section 23, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner of said Section 23, monumented by a found G.L.O. brass cap, from which the northwest corner of said Section 23, monumented by a found G.L.O. brass cap, bears as a basis of bearings North 89°36'32" West, a distance of 2645.44 feet;

Thence along the north line of the northeast quarter of said Section 23, South 89°40'27" East, a distance of 2632.95 feet to the calculated position of the northeast corner of said Section 23;

Thence departing said north line, along the east line of said Section 23, South 00°22'48" West, a distance of 280.74 feet to the northeast corner of that parcel of land depicted as Tract C-1 of the Sun City Festival Parcel HH1-1 Final Plat recorded in Book 1290 of Maps, Page 36, Maricopa County Records (M.C.R.) and the Point of Beginning;

Thence continuing along said east line, South 00°22'48" West, a distance of 395.95 feet to the northerly boundary line of that parcel of land as shown on the Final Plat of "Sun City Festival – Parcel L1-2" as recorded in Book 1231, Page 32, M.C.R.;

Thence along the boundary of said Parcel L1-2 the following eight (8) courses:

- (1) Thence North 89°36'38" West, a distance of 55.00 feet;
- (2) Thence South 00°22'48" West, a distance of 60.00 feet;
- (3) Thence South 44°36'55" East, a distance of 28.29 feet;
- (4) Thence South 00°22'48" West, a distance of 977.48 feet;
- (5) Thence South 45°22'48" West, a distance of 35.36 feet;
- (6) Thence South 00°22'48" West, a distance of 60.00 feet;

(7) Thence South 44°37'12" East, a distance of 35.36 feet;

(8) Thence South 00°22'48" West, a distance of 622.52 feet to the northerly line of a 175 foot wide Electric Transmission Line Easement as described in Instrument No. 93-0572904, M.C.R.;

Thence along said northerly line and the northerly line of a 175 foot wide Electric Transmission Line Easement described in Instrument No. 93-0134011, M.C.R. and Instrument No. 93-0519890, M.C.R., North 89°37'07" West, a distance of 2601.59 feet to the north south mid-section line of the afore mentioned Section 23;

Thence continuing North 89°37'07" West, a distance of 1632.54 feet to the west boundary line of the parcel herein described;

Thence North 00°00'00" East, a distance of 552.87 feet to the southerly boundary line of the Central Arizona Project Canal as described in Docket No.13238-0646, M.C.R.;

Thence along said southerly boundary line of the Central Arizona Project Canal the following four (4) courses:

(1) Thence North 69°27'50" East, a distance of 1657.38 feet;

(2) Thence South 89°36'50" East, a distance of 89.73 feet;

(3) Thence North 00°27'53" East, a distance of 34.32 feet;

(4) Thence North 69°27'50" East, a distance of 1112.07 feet to the westerly boundary line of that parcel of land depicted as Tract C-1 of the Sun City Festival Parcel HH1-1 Final Plat recorded in Book 1290 of Maps, Page 36, M.C.R.;

Thence continuing along said southerly Central Arizona Project Canal boundary line, North 69°27'50" East, a distance of 1708.66 feet to the Point of Beginning;

Parcel No. 3

A parcel of land situated in a portion of Section 22 and Section 23, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 22, monumented by a G.L.O. brass cap stamped "T4N R4W S22 S23 S27 S26 1915" from which the east quarter corner of said Section 22, monumented by a G.L.O. brass cap stamped "1/4 S22 S23 1916", bears as a Basis of Bearings North 00°24'16" East, a distance of 2641.73 feet;

Thence along the south line of the southeast quarter of said Section 22 and the south boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, Maricopa County Records (M.C.R.), North 89°44'50" West, a distance of

1248.82 feet to the northwesterly line of a 200 foot wide Electric Transmission Line Easement as described in Instrument No. 85-411065, M.C.R. and the Point of Beginning;

Thence continuing along the south line of the southeast quarter of said Section 22, North 89°44'50" West, a distance of 1384.41 feet to the south quarter corner of said Section 22, monumented by a G.L.O. brass cap stamped "1/4 S22 S27 1916";

Thence along the south line of the southwest quarter of said Section 22, North 89°29'15" West, a distance of 212.30 feet to the westerly boundary of the parcel herein described;

Thence departing said south line, North 47°27'37" East, a distance of 2800.39 feet;

Thence South 42°51'03" East, a distance of 466.26 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 46°37'15" West, a distance of 35.00 feet;

Thence along said curve to the left, through a central angle of 15°25'06", an arc distance of 9.42 feet to the beginning of a tangent reverse curve, concave southerly, whose radius point bears South 62°02'21" East, a distance of 55.00 feet;

Thence along said curve to the right, through a central angle of 128°22'35", an arc distance of 123.23 feet to the beginning of a tangent reverse curve, concave northeasterly, whose radius point bears, North 66°20'14" East, a distance of 35.00 feet;

Thence along said curve to the left, through a central angle of 19°11'17", an arc distance of 11.72 feet to the curve's end;

Thence South 42°51'03" East, a distance of 144.04 feet to the northeasterly prolongation of the westerly boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, M.C.R.;

Thence along said prolongation and the westerly boundary line of said Parcel S1 the following four (4) courses:

- 1.) Thence South 47°08'57" West, a distance of 54.00 feet;
- 2.) Thence South 42°51'03" East, a distance of 88.21 feet to the beginning of a tangent curve, concave northeasterly, whose radius point bears North 47°08'57" East, a distance of 687.00 feet;
- 3.) Thence along said curve to the left, through a central angle of 01°43'50", an arc distance of 20.75 feet to the northwesterly line of the said 200 foot wide Electric Transmission Line Easement as described in Instrument No. 85-411065, M.C.R. and a point of non-tangency;
- 4.) Thence South 37°38'52" West along said easement, a distance of 1681.89 feet to the Point of Beginning;

Parcel No. 4

Lots 1 through 118 and Tract N, inclusive, of Sun City Festival Parcel S1, recorded in Book 1248, Page 10, Maricopa County Records, Arizona.

Parcel No. 5

A parcel of land situated in a portion of Sections 22, 23 and 26, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the southeast corner of said Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "T4N R4W S22 S23 S27 S26 1915" from which the south quarter corner of said Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "1/4 S22 S27 1916", bears as a basis of bearings North 89°44'50" West, a distance of 2633.23 feet, also being a point on the south boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, Maricopa County Records (M.C.R.);

Thence along the southerly boundary line of said Parcel S1 the following thirteen (13) courses:

- 1.) Thence North 00°21'02" East, a distance of 115.05 feet;
- 2.) Thence South 89°38'58" East, a distance of 163.00 feet;
- 3.) Thence South 44°38'58" East, a distance of 21.21 feet;
- 4.) Thence South 88°48'54" East, a distance of 44.00 feet;
- 5.) Thence North 47°35'14" East, a distance of 20.37 feet to the beginning of a non-tangent curve, concave southwesterly, whose radius point bears, South 05°57'39" West, a distance of 378.00 feet;
- 6.) Thence along said curve to the right, through a central angle of 05°37'38", an arc distance of 37.12 feet to a point of non-tangency;
- 7.) Thence South 11°35'17" West, a distance of 114.62 feet;
- 8.) Thence South 72°49'53" East, a distance of 65.00 feet;
- 9.) Thence South 73°11'37" East, a distance of 137.42 feet;
- 10.) Thence South 78°22'46" East, a distance of 77.13 feet;
- 11.) Thence South 87°38'08" East, a distance of 77.24 feet;
- 12.) Thence North 82°10'05" East, a distance of 174.77 feet;
- 13.) Thence North 74°15'14" East, a distance of 88.77 feet to the westerly boundary line of

that parcel of land shown on the Final Plat of "Sun City Festival – Parcels E1 & F1" as recorded in Book 867, Page 14, M.C.R., also being the beginning of a non-tangent curve, concave northeasterly, whose radius point bears, North 74°15'14" East, a distance of 1865.00 feet;

Thence departing said southerly boundary line, along the westerly boundary line of said Parcel E1 & F1 the following four (4) courses:

- 1.) Thence along said curve to the left, through a central angle of 28°57'14", an arc distance of 942.46 feet to the curve's end;
- 2.) Thence South 44°41'59" East, a distance of 381.39 feet;
- 3.) Thence South 00°18'01" West, a distance of 42.43 feet;
- 4.) Thence South 44°41'59" East, a distance of 100.00 feet;

Thence departing said westerly boundary line, South 45°15'44" West, a distance of 213.60 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 44°39'03" West, a distance of 870.00 feet;

Thence along said curve to the right, through a central angle of 45°00'14", an arc distance of 683.35 feet to a point of non-tangency;

Thence North 89°38'50" West, a distance of 905.44 feet to the west line of the northwest quarter of said Section 26 and the southwest corner of this parcel;

Thence along the west line of the northwest quarter of said Section 26, North 00°21'02" East, a distance of 1622.07 to the southeast corner of said Section 22 and the Point of Beginning.

Parcel No. 6

A parcel of land situated in a portion of Section 26, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 26, monumented by a 2-1/4 inch G.L.O. brass cap stamped "T4N R4W S22 S23 S27 S26 1915" from which the south quarter corner of Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "1/4 S22 S27 1916", bears as a basis of bearings North 89°44'50" West, a distance of 2633.23 feet, also being a point on the south boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, Maricopa County Records (M.C.R.);

Thence South 00°21'02" West along the west line of the northwest quarter of said Section 26, a distance of 1622.07 feet to the Point of Beginning;

Thence South 89°38'50" East, a distance of 905.44 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears, North 00°21'11" East, a distance of 870.00 feet;

Thence along said curve to the left, through a central angle of 45°00'14", an arc distance of 683.35 feet to a point of non-tangency;

Thence North 45°15'44" East, a distance of 213.60 feet to the westerly boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcels E1 & F1" as recorded in Book 867, Page 14, M.C.R.;

Thence along said westerly boundary line, South 89°41'59" East, a distance of 42.43 feet to the westerly boundary of line of that parcel of land shown on the Final Plat of "Sun City Festival Parcels M1 & R1" as recorded in Book 943, Page 49, M.C.R.;

Thence along said westerly boundary line, South 44°41'59" East, a distance of 125.93 feet to the beginning of a tangent curve, concave southwesterly, whose radius point bears South 45°18'01" West, a distance of 2435.00 feet;

Thence continuing along said westerly boundary line and said curve to the right, through a central angle of 29°21'23", an arc distance of 1247.61 feet;

Thence departing said westerly boundary line, North 61°05'51" West, a distance of 28.21 feet;

Thence South 73°28'41" West, a distance of 139.12 feet to the beginning of a tangent curve, concave southerly, whose radius point bears South 16°31'19" East, a distance of 320.00 feet;

Thence southwesterly along said curve to the left, through a central angle of 25°30'45", an arc distance of 142.49 feet to the curve's end;

Thence South 47°57'56" West, a distance of 66.86 feet to the beginning of a tangent curve, concave northwesterly, whose radius point bears North 42°02'04" West, a distance of 100.00 feet;

Thence westerly along said curve to the right, through a central angle of 10°18'17", an arc distance of 17.99 feet to the curve's end;

Thence South 58°16'13" West, a distance of 23.61 feet;

Thence South 13°18'44" East, a distance of 88.77 feet;

Thence North 76°41'16" East, a distance of 76.32 feet;

Thence South 12°19'03" East, a distance of 156.93 feet;

Thence South 54°40'11" East, a distance of 89.91 feet;

Thence North 80°34'41" East, a distance of 250.15 feet to the westerly boundary line of that parcel of land as depicted on the Final Plat of "Sun City Festival Parcels M1 & R1" as recorded in Book 943, Page 49, M.C.R.;

Thence along said westerly boundary line, South 10°40'03" East, a distance of 195.34 feet;

Thence continuing along said westerly boundary line, South 34°53'22" West, a distance of 56.02 feet to a non-tangent curve, whose radius point bears North 09°33'12" West, a distance of 5400.00 feet;

Thence continuing along said westerly boundary line and along said curve to the right, through a central angle of 04°08'16", an arc distance of 389.99 feet to a point of non-tangency;

Thence South 84°32'16" West, a distance of 2143.20 feet to the westerly line of said Section 26;

Thence North 00°24'17" East, a distance of 633.35 feet to the west quarter corner of said Section 26;

Thence North 00°21'02" East, along said west section line a distance of 1017.96 feet to the Point of Beginning.

Parcel No. 7

A parcel of land situated in a portion of Sections 25 and 26, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section 25, monumented by a found G.L.O. brass cap stamped "S25 S30 1915", from which the west quarter corner of said Section 25, monumented by a found Maricopa County Highway Department brass cap in hand hole, bears as a basis of bearings North 89°35'39" West, a distance of 5,280.12 feet;

Thence along the east-west mid-section line of said Section 25, North 89°35'39" West, a distance of 2,828.01 feet;

Thence departing said east-west mid-section line, North 00°24'21" East, a distance of 100.00 feet to a line 100.00 feet north of and parallel with the centerline of Sun Valley Parkway as recorded in Book 33, Page 4, Maricopa County Records (M.C.R.) and the Point of Beginning;

Thence along said parallel line, North 89°35'39" West, a distance of 2,452.06 feet to an angle point and a line 100.00 feet north of and parallel with the centerline of said Sun Valley Parkway;

Thence along said parallel line, North 89°31'54" West, a distance of 133.94 feet to the beginning of a non-tangent curve, concave southerly, whose radius point bears South 00°25'14" West, a distance of 5,600.00 feet;

Thence along said curve to the left, through a central angle of 00°31'08", an arc distance of 50.71 feet to the easterly boundary line of Sun City Festival Parcel R1 as recorded in Book 1192, Page 27, M.C.R.;

Thence along the easterly boundary line of said Sun City Festival Parcel R1 the following seven (7) courses:

- 1.) Thence North $12^{\circ}10'12''$ East, a distance of 185.53 feet;
- 2.) Thence North $56^{\circ}51'32''$ West, a distance of 163.68 feet;
- 3.) Thence North $48^{\circ}39'59''$ East, a distance of 115.24 feet;
- 4.) Thence North $15^{\circ}38'29''$ West, a distance of 22.19 feet;
- 5.) Thence North $49^{\circ}30'08''$ East, a distance of 44.00 feet to the beginning of a non-tangent curve, concave northeasterly, whose radius point bears North $49^{\circ}30'08''$ East, a distance of 253.00 feet;
- 6.) Thence along said curve to the right, through a central angle of $05^{\circ}35'53''$, an arc distance of 24.72 feet to a point of non-tangency;
- 7.) Thence North $55^{\circ}06'01''$ East a distance of 115.00 feet;

Thence departing the easterly boundary line of said Sun City Festival Parcel R1, South $40^{\circ}17'24''$ East, a distance of 30.60 feet;

Thence South $59^{\circ}41'17''$ East, a distance of 56.75 feet;

Thence South $77^{\circ}04'36''$ East, a distance of 62.79 feet;

Thence South $77^{\circ}49'48''$ East, a distance of 64.98 feet;

Thence South $12^{\circ}10'12''$ West, a distance of 114.96 feet;

Thence South $77^{\circ}49'48''$ East, a distance of 76.36 feet;

Thence North $12^{\circ}10'12''$ East, a distance of 109.96 feet;

Thence South $77^{\circ}49'48''$ East, a distance of 14.99 feet;

Thence North $12^{\circ}10'12''$ East, a distance of 134.57 feet;

Thence North $26^{\circ}46'40''$ East, a distance of 104.35 feet;

Thence North $82^{\circ}06'21''$ East, a distance of 83.84 feet;

Thence South $07^{\circ}53'39''$ East, a distance of 114.96 feet to the beginning of a non-tangent curve, concave southwesterly, whose radius point bears South $07^{\circ}53'39''$ East, a distance of 44.98 feet;

Thence along said curve to the right, through a central angle of $40^{\circ}37'27''$, an arc distance of 31.89 feet to the beginning of a tangent reverse curve, concave northeasterly, whose radius point bears North $32^{\circ}43'48''$ East, a distance of 24.99 feet;

Thence along said curve to the left, through a central angle of $22^{\circ}18'59''$, an arc distance of 9.73 feet to the beginning of a tangent compound curve, concave northeasterly, whose radius point bears North $10^{\circ}24'49''$ East, a distance of 1413.77 feet;

Thence along said curve to the left, through a central angle of $01^{\circ}47'00''$, an arc distance of 44.01 feet to a point of non-tangency;

Thence North $08^{\circ}37'48''$ East, a distance of 114.96 feet;

Thence South $84^{\circ}11'35''$ East, a distance of 127.95 feet;

Thence North $88^{\circ}46'23''$ East, a distance of 129.11 feet;

Thence South $89^{\circ}35'23''$ East, a distance of 104.24 feet;

Thence South $61^{\circ}07'04''$ East, a distance of 81.16 feet;

Thence South $32^{\circ}38'44''$ East, a distance of 88.04 feet;

Thence South $00^{\circ}24'37''$ West, a distance of 136.43 feet;

Thence South $02^{\circ}31'53''$ West, a distance of 135.05 feet;

Thence South $89^{\circ}35'23''$ East, a distance of 221.48 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North $00^{\circ}23'47''$ East, a distance of 542.81 feet;

Thence along said curve to the left, through a central angle of $10^{\circ}24'07''$, an arc distance of 98.55 feet to a point of non-tangency;

Thence North $80^{\circ}00'20''$ East, a distance of 13.19 feet;

Thence North $05^{\circ}43'20''$ West, a distance of 220.10 feet;

Thence North $07^{\circ}30'44''$ West, a distance of 238.85 feet;

Thence North $17^{\circ}36'45''$ East, a distance of 37.91 feet to the southerly boundary line of Sun City Festival – Parcel A1 as recorded in Book 722, Page 2, M.C.R.;

Thence along the southerly boundary line of said Sun City Festival – Parcel A1 the following ten (10) courses:

- 1.) Thence South $74^{\circ}01'32''$ East, a distance of 115.00 feet to the beginning of a non-tangent curve, concave easterly, whose radius point bears South $74^{\circ}01'32''$ East, a distance of 45.00 feet;
- 2.) Thence along said curve to the left, through a central angle of $40^{\circ}53'06''$, an arc distance of 32.11 feet to the beginning of a tangent reverse curve, concave southwesterly, whose radius point bears South $65^{\circ}05'22''$ West, a distance of 45.00 feet;

- 3.) Thence along said curve to the right, through a central angle of $19^{\circ}11'18''$, an arc distance of 15.07 feet to the curve's end;
- 4.) Thence South $05^{\circ}43'20''$ East, a distance of 30.87 feet;
- 5.) Thence North $84^{\circ}16'40''$ East, a distance of 44.00 feet;
- 6.) Thence North $05^{\circ}43'20''$ West, a distance of 41.81 feet;
- 7.) Thence North $36^{\circ}38'43''$ East, a distance of 22.17 feet;
- 8.) Thence North $79^{\circ}00'46''$ East, a distance of 96.13 feet;
- 9.) Thence South $10^{\circ}59'14''$ East, a distance of 115.00 feet;
- 10.) Thence North $84^{\circ}27'11''$ East, a distance of 210.95 feet to the westerly boundary line of Sun City Festival – Parcel A1 as recorded in Book 1129, Page 11, M.C.R.;

Thence along the southerly boundary line of said Sun City Festival – Parcel A1 the following nine (9) courses:

- 1.) Thence North $79^{\circ}00'46''$ East, a distance 80.00 feet;
- 2.) Thence North $67^{\circ}00'57''$ East, a distance of 81.79 feet;
- 3.) Thence North $79^{\circ}00'46''$ East, a distance of 80.00 feet;
- 4.) Thence South $29^{\circ}31'12''$ East, a distance of 33.30 feet;
- 5.) Thence North $49^{\circ}25'22''$ East, a distance of 137.65 feet to the beginning of a non-tangent curve, concave northeasterly, whose radius point bears North $49^{\circ}25'22''$ East, a distance of 200.00 feet;
- 6.) Thence along said curve to the left, through a central angle of $03^{\circ}33'19''$, an arc distance of 12.41 feet to the curve's end;
- 7.) Thence South $44^{\circ}07'57''$ East, a distance of 47.64 feet;
- 8.) Thence North $45^{\circ}52'03''$ East, a distance of 164.62 feet;
- 9.) Thence North $33^{\circ}20'23''$ East, a distance of 48.41 feet to the southerly boundary line of Sun City Festival – Parcel A1 as recorded in Book 722, Page 2, M.C.R.;

Thence along the southerly boundary line of said Sun City Festival – Parcel A1 the following two (2) courses:

- 1.) Thence South $56^{\circ}39'37''$ East, a distance of 225.62 feet;

2.) Thence South 00°24'21" West, a distance of 712.86 feet to the Point of Beginning.

Parcel No. 8

Lots 163 through 261 and Lots 356 through 367, inclusive, of the final replat of "Festival Foothills – Phase II" recorded in Book 1045, Page 11, Maricopa County Records, Arizona and Lots 157 through 162, inclusive, of the Final Plat of "Festival Foothills – Phase II", recorded in Book 938, Page 42, Maricopa County Records, Arizona.

Parcel No. 9

A parcel of land situated in a portion of Section 22, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the southeast corner of said Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "T4N R4W S22 S23 S27 S26 1915" from which the south quarter corner of said Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "1/4 S22 S27 1916", bears as a basis of bearings North 89°44'50" West, a distance of 2633.23 feet, also being a point on the south boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, Maricopa County Records (M.C.R.);

Thence along said south boundary line, North 89°44'50" West, a distance of 585.00 feet to the Point of Beginning;

Thence continuing along the south line of the southeast quarter of said Section 22, North 89°44'50" West, a distance of 248.45 feet to the easterly boundary line of that 130 foot wide Electric Transmission Line Easement as described in Instrument No. 85-411077, M.C.R. and the westerly boundary of the parcel herein described;

Thence along said electric easement, North 37°38'52" East, a distance of 212.03 feet to a non-tangent curve, concave northerly, whose radius point bears North 17°48'26" East, a distance of 178.00 feet;

Thence southeasterly along said curve to the left, through a central angle of 17°27'24", an arc distance of 54.23 feet to the curve's end;

Thence South 89°38'58" East, a distance of 66.57 feet;

Thence South 00°21'02" West, a distance of 160.05 feet to the Point of Beginning.

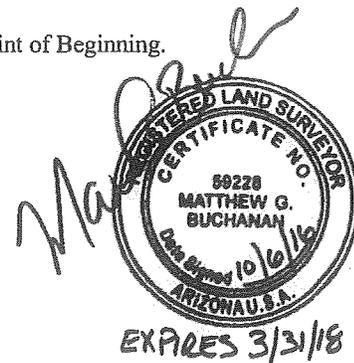
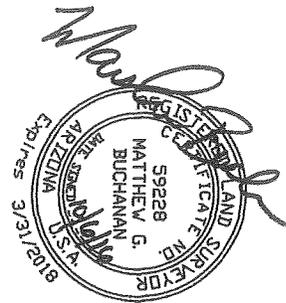
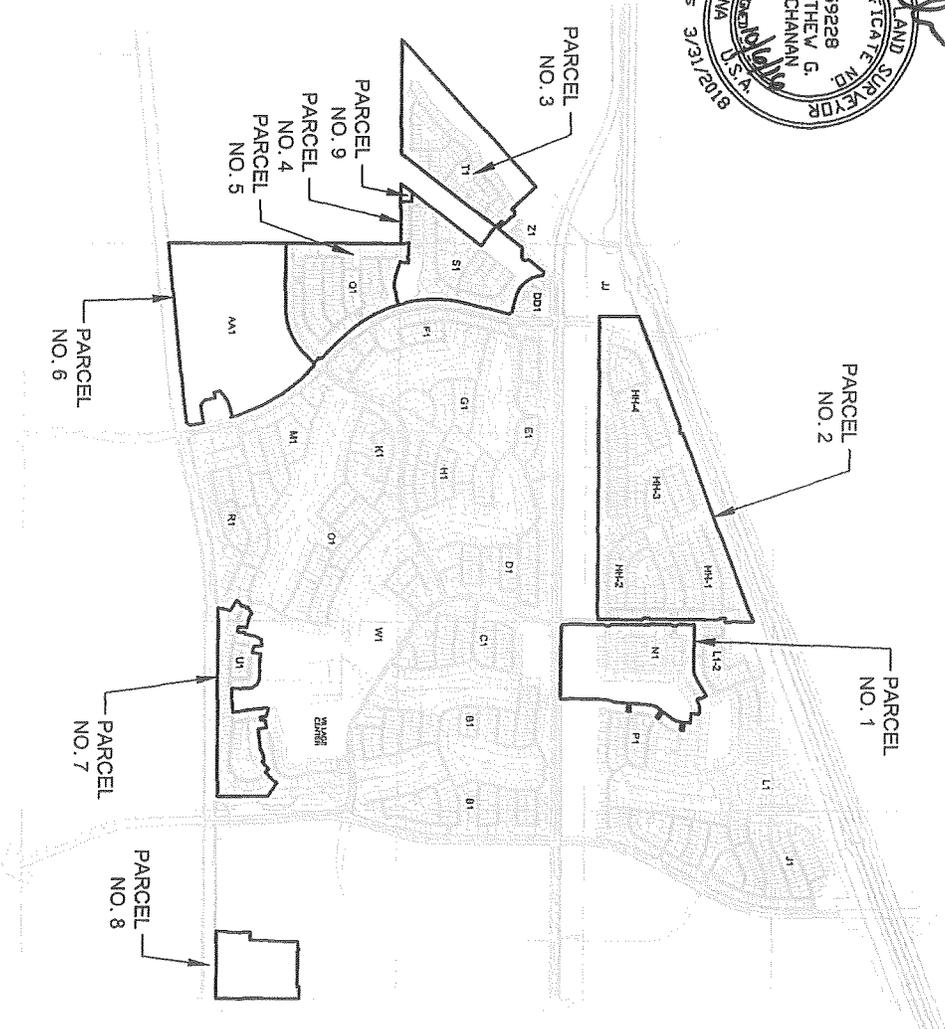


EXHIBIT B

Map of Assessment District No. 11



NOT TO SCALE



Cardno
 Shaping the Future
 7901 E PIERCE ST, STE C&D,
 SCOTTSDALE, AZ 85257
 TEL:(602)749-8550
 FAX:(602)749-8551

SUN CITY FESTIVAL
SPECIAL ASSESSMENT AREA #11
 BUCKEYE, AZ

PROJECT NO. 4151061000
 DATE: 10/06/16
 BY: RDC
 SCALE: N.T.S.
 SHEET NO. 2 OF 2

EXHIBIT C

ENGINEER'S ESTIMATED COSTS

DATE: _____

TO: Festival Ranch Community Facilities District
(City of Buckeye, Arizona)

Regional drainage improvements benefitting approximately 1,400 lots for single family homes within Assessment District No. 11 in the Festival Ranch Community Facilities District (City of Buckeye, Arizona) have been constructed. In compliance with the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, and all amendments and supplements thereto, we hereby estimate the costs and expenses of said improvement to be as follows:

Acquisition Costs		\$2,522,292.50
Incidental Expenses		
Underwriter's Discount	\$ 68,450.00	
Costs of Issuance	\$150,000.00	
Reserve Fund	<u>\$215,707.50</u>	
 Total Incidentals		 \$ <u>434,157.50</u>
 TOTAL COSTS		 \$ <u>2,956,450.00</u>

Respectfully submitted,

By _____
Engineer

ACCEPTED:

Superintendent of Streets

EXHIBIT D

The Assessment District shall finance the acquisition of public infrastructure (as such term is defined in the Act) described in the Report, including particularly the acquisition by the District of the following:

<u>Drainage Improvements</u>	<u>Linear Feet</u>
Shotcrete Channel	4,700
Pipe Culvert 1 Headwalls and Wingwalls	
Box Culvert 2 Headwalls and Wingwalls	
Box Culvert 3 Headwalls and Wingwalls	
Box Culvert 4 Headwalls and Wingwalls	
Box Culvert 5 Headwalls and Wingwalls	
Box Culvert 6 Headwalls and Wingwalls	
Box Culvert 7 Headwalls and Wingwalls	
Rip-Rap	

FEASIBILITY REPORT

**FOR THE ISSUANCE OF
\$2,738,000 PRINCIPAL AMOUNT**

OF

**FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)**

**SPECIAL ASSESSMENT DISTRICT NO. 11
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016**

TABLE OF CONTENTS

	<u>SECTION</u>
Introduction; Purpose of Feasibility Report and General Description of District	ONE
Description, Estimate of Cost and Timetable for Completion of Public Infrastructure	TWO
Map of Assessment District No. 11	THREE
Plan of Finance and Preliminary Debt Service Schedule (Table One)	FOUR

APPENDIX

Legal Description of the Festival Ranch Community Facilities District Assessment District No. 11	A
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SECTION ONE

**INTRODUCTION; PURPOSE OF FEASIBILITY REPORT
AND GENERAL DESCRIPTION OF DISTRICT**

INTRODUCTION

This Feasibility Report (the "Report") has been prepared for presentation to the Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "District") in connection with the proposed issuance by the District of its Assessment District No. 11, Special Assessment Revenue Bonds, Series 2016 (the "Bonds") in an aggregate principal amount not to exceed \$2,738,000 pursuant to Title 48, Chapter 4, Article 6 of Arizona Revised Statutes (the "Act").

PURPOSE OF FEASIBILITY REPORT

This Report has been prepared for consideration of the feasibility and benefits of the Public Infrastructure (as defined in A.R.S. Section 48-701) to be financed by the Bonds and of the plan for financing such Public Infrastructure in accordance with the provisions of A.R.S. Section 48-715. Pursuant to A.R.S. Section 48-715, this Report includes (i) a description of the Public Infrastructure to be financed and an estimate of cost and timetable to acquire the Public Infrastructure [Section Two]; (ii) a map showing, in general, the location of the Public Infrastructure and area to be benefited by the Public Infrastructure [Section Three]; (iii) and a plan for financing the Public Infrastructure [Section Four].

This Report has been prepared for the consideration of the District Board of Directors of the District only. It is not intended or anticipated that this Report will be relied upon by other persons, including, but not limited to, purchasers of the Bonds. This Report does not attempt to address the quality of the Bonds as investments or the likelihood of repayment of the Bonds. In preparing this Report, employees of Pulte Home Corporation, Inc., a wholly owned subsidiary of Pulte Home Corporation, Inc. ("Pulte Home Corporation"), placement agent, bond counsel, financial advisor, engineers, staff of the City of Buckeye, Arizona (the "City") and other persons and experts have been consulted as deemed appropriate.

GENERAL DESCRIPTION OF DISTRICT

Formation of the District was approved by the City on April 19, 2005 upon the request of all of the landowners within the District. The District consists of approximately 4,015 acres within the approximately 10,354 acre master-planned community called Festival Ranch (the "Project"). The Project is located along the Sun Valley Parkway generally between 259th Avenue and the 291st Avenue alignments. Single-family residential units are planned for approximately 3,190 acres within the Project. As of _____, Pulte Home Corporation has closed _____ residential homes at Sun City Festival (age restricted) and _____ homes at Festival Foothills (non-age restricted), for a total of _____ residential homes.

In addition to residential development, several community amenities are planned for construction within the District, including two golf courses and recreation centers. Currently, one 18-hole golf course is completed along with a 15,000 square foot golf clubhouse, a 30,000 square foot recreation center, an 8,000 square foot Arts and Crafts Building, a softball complex and a community park.

The real property comprising the Assessment District No. 11 consists of 1,369 residential lots on approximately 528.09 acres.

The Table below reflects the 1,369 units by parcel:

**Festival Ranch Community Facilities District
(City of Buckeye, Arizona)
Assessment Area No. 11
\$2,738,000, Special Assessment Revenue Bonds, Series 2016**

Estimated Residential Lot Value-to-Lien Based on "As Is" Appraised Value (___)

Assess. Area 11 Parcels	Assessable Acreage	Estimated "As Is" Appraised Value (a)	Estimated Single Family Lots	Units Per Net Acre	Estimated Appraised Value Per Lot	Assessment Per Lot	Per Assessed Parcel VTL
NI (Sun City)	38.67	\$5,600,000	109	2.82	\$51,376	\$2,000	25.69
QI (Sun City)	42.29	\$5,100,000	156	3.69	\$32,692	\$2,000	16.35
SI (Sun City)	39.54	\$8,700,000	118	2.98	\$73,729	\$2,000	36.86
TI (Sun City)	68.93	\$3,600,000	106	1.54	\$33,962	\$2,000	16.98
UI (Sun City)	33.55	\$5,100,000	100	2.98	\$51,000	\$2,000	25.50
AAI (Sun City)	84.16	\$6,700,000	242	2.88	\$27,686	\$2,000	13.84
HHI-1-2 (Sun City)	68.05	\$7,400,000	181	2.66	\$40,884	\$2,000	20.44
HHI-3-6 (Sun City)	112.71	\$6,200,000	254	2.25	\$24,409	\$2,000	12.20
Unit 19 (Fest FHs)	29.44	\$3,000,000	103	3.50	\$29,126	\$2,000	14.56
Total	517.34		1,369				

Estimated Residential Lot Value-to-Lien Based on "As if Complete" Appraised Value (___)

The total District acreage and Assessment District No. 11 acreage can be categorized as follows:

Total Project	Approximate District Acres	Approximate Assessment District No. 11 Acres
Single Family Residential Units	3,190	528.09
2 Golf Courses	600	
Commercial	150	
Recreation Centers	75	
Total	4,015	528.09

The District was created to finance the construction or acquisition of public infrastructure within the District, including, to finance the construction or acquisition of the Public Infrastructure. See Section Two for a description of the Public Infrastructure. The legal description of Assessment District No. 11 is included in Appendix A. A map of Assessment District No. 11 is included in Section Three. The acquisition of the Public Infrastructure as defined in this Report is consistent with the City's approved General Plan for the Project.

Pulte Home Corporation currently owns all of the property located within Assessment District No. 11.

SECTION TWO

**DESCRIPTION, ESTIMATE OF COST AND TIMETABLE
FOR COMPLETION OF PUBLIC INFRASTRUCTURE**

DESCRIPTION OF PUBLIC INFRASTRUCTURE

The Public Infrastructure, which has been publicly bid pursuant to State statutes, and will be financed by the proceeds of the Bonds of the District together with a contribution from Pulte Home Corporation, is outlined in the tables below. It is expected that the Public Infrastructure listed below will be acquired from Pulte Home Corporation with estimated cost and construction timing as noted.

**SUN CITY FESTIVAL
ASSESSMENT DISTRICT NO. 11
DESCRIPTION OF PUBLIC INFRASTRUCTURE**

<u>Parcel</u>	<u>No. of Lots</u>	<u>Est. Costs of Regional Drainage Improvements^(a)</u>	<u>Description of Regional Drainage Improvements</u>	<u>Linear Feet</u>	<u>Estimated Date of Completion</u>
1 - 7	1369	\$2,828,505	Shotcrete Channel Pipe Culvert 1 Headwalls and Wingwalls Box Culvert 2 Headwalls and Wingwalls Box Culvert 3 Headwalls and Wingwalls Box Culvert 4 Headwalls and Wingwalls Box Culvert 5 Headwalls and Wingwalls Box Culvert 6 Headwalls and Wingwalls Box Culvert 7 Headwalls and Wingwalls Rip-Rap	4700	Completed June 2016

Listed below is an estimated draw schedule of the proceeds of the Bonds for the acquisition of the Public Infrastructure.

<u>Public Infrastructure Project</u>	<u>Estimated Acquisition Price</u>	<u>Difference between Contract Price and Acquisition Price Paid by Pulte</u>	<u>Completion Date</u>	<u>Funds Draw Date</u>
Shotcrete Channel			June 2016	(a)
Pipe Culvert 1				
Headwalls and Wingwalls				
Box Culvert 2				
Headwalls and Wingwalls				
Box Culvert 3				
Headwalls and Wingwalls				
Box Culvert 4				
Headwalls and Wingwalls				
Box Culvert 5				
Headwalls and Wingwalls				
Box Culvert 6				
Headwalls and Wingwalls				
Box Culvert 7				
Headwalls and Wingwalls				
Rip-Rap				
Total	<u><u>2,738,000</u></u>	<u><u>90,505</u></u>		

(a) Upon completion of Acceptance and Service Agreement (Q1 2017)

SECTION THREE

MAP OF ASSESSMENT DISTRICT NO. 11

- Proposed Special Assessment Area Boundary
- Festival Ranch Detention Drainage Area
- Wagner Wash

LOT MIX MAP
SUN CITY FESTIVAL PLANNING UNIT 1
AUGUST 7, 2015

LEGEND
ACTIVE ADULT

- RETREAT (47' x 117')
- ENCLAVE (47' x 117')
- ESTATE (47' x 117')
- PREMIER (47' x 117')
- CLASSIC (47' x 117')
- COTTAGE (47' x 117')
- HOLIDAY (47' x 117')
- * WALLED PRODUCT

LEGEND
CONVENTIONAL SOUTH

- SERIES 1 (47' x 117')
- SERIES 2 (47' x 117')
- SERIES 3 (47' x 117')
- SERIES 4 (47' x 117')
- FLEX-4-2

PARCEL NAMES

- AT MOUNTAIN FALLS
- B1 PHASE 1 CANYON SPRINGS
- B1 PHASE 2 DESERT FALLS
- C1 DESERT VISTA
- D1 DESERT RIDGE
- E1 DESERT SULLOW
- F1 DESERT OAKS
- G1 MOUNTAIN SPRINGS
- H1 MOUNTAIN RIDGE
- I1 CANYON TRAILS
- J1 SAGEWATE TRAIL
- K1 MOUNTAIN VISTA
- L1 CANYON VISTA
- L1-2 VISTA RIDGE
- M1 DESERT HORIZON
- N1 MOUNTAIN TRAIL
- P1 COPPER CANYON
- R1 DESERT TRAIL
- V1 DESERT PEAK

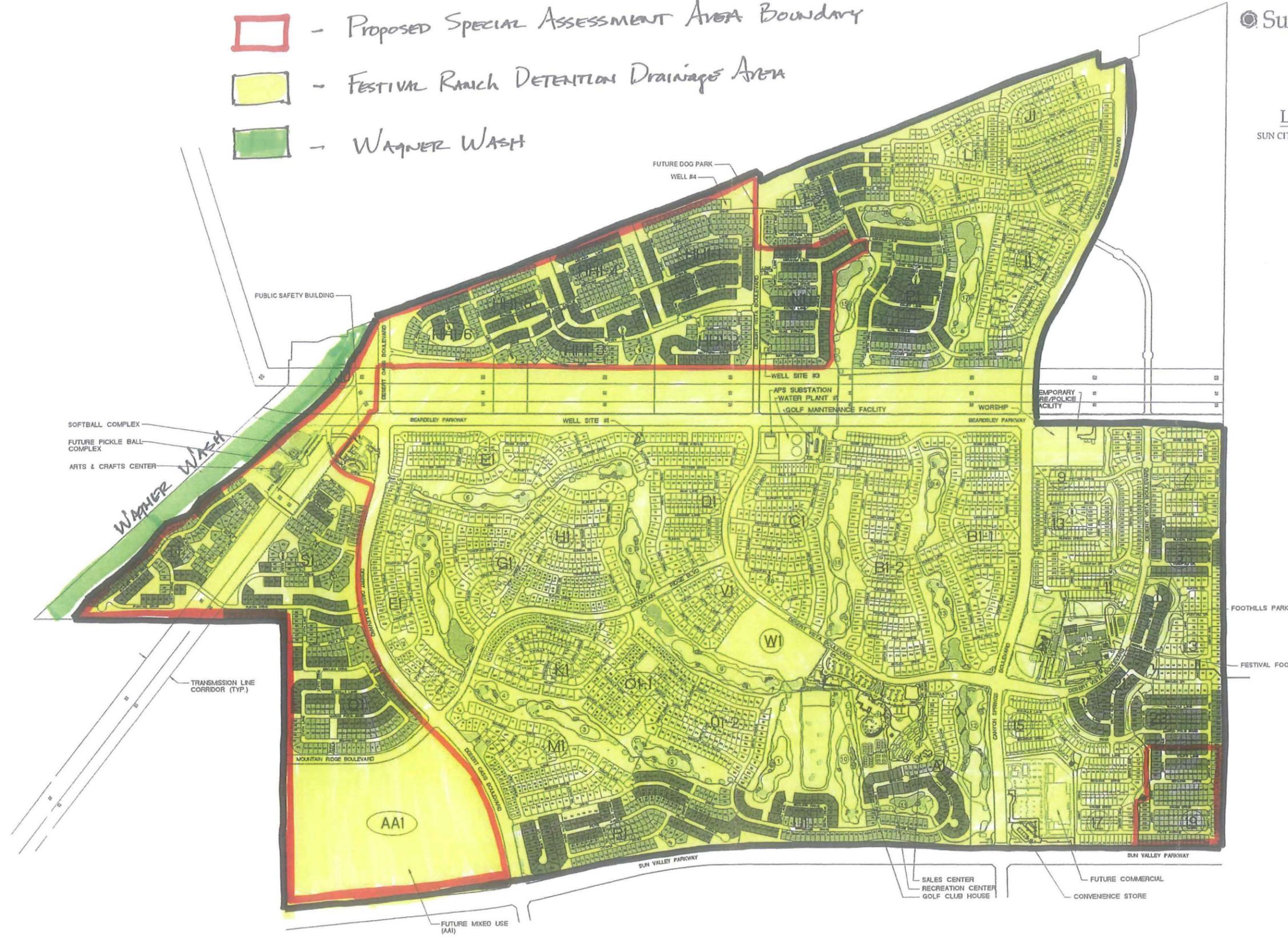


EXHIBIT A

LOT MIX MAP
SUN CITY FESTIVAL PLANNING UNIT 1
AUGUST 7, 2015

- LEGEND ACTIVE ADULT**
- RETREAT (40' X 110')
 - ESCORT (40' X 110')
 - ESTATE (40' X 110')
 - FRAMER (40' X 110')
 - CLASSED (40' X 110')
 - COTTAGE (40' X 110')
 - HOLIDAY (40' X 110')
 - WALLED PRODUCT

- LEGEND CONVENTIONAL SOUTH**
- SERIES 1 (40' X 110')
 - SERIES 2 (40' X 110')
 - SERIES 3 (40' X 110')
 - SERIES 4 (40' X 110')
 - FLEX-2

- PARCEL NAMES**
- AT MOUNTAIN FALLS
 - B1-PHASE 1 CANYON SPRING
 - B1-PHASE 2 DESERT FALLS
 - C1 DESERT VISTA
 - D1 DESERT RIDGE
 - E1 DESERT WILLOW
 - F1 DESERT OASIS
 - G1 MOUNTAIN SPRING
 - H1 MOUNTAIN RIDGE
 - I1 CANYON TRAILS
 - J1 MESQUITE TRAIL
 - K1 MOUNTAIN VISTA
 - L1 CANYON VISTA
 - L1-2 VISTA RIDGE
 - M1 DESERT HORIZON
 - O1 MOUNTAIN TRAIL
 - P1 COPPER CANYON
 - R1 DESERT TRAIL
 - V1 DESERT PEAK



EXHIBIT B



Minor Wagner Wash Discharge (150cfs)

PULTE HOME CORPORATION
503-84-008Q

CITY OF BUCKEYE NOTES

GENERAL NOTES - REFER TO CITY OF BUCKEYE STANDARD DETAIL 12100-1,2,3
<http://www.buckeyeaz.gov/DocumentCenter/Home/View/2860>
 GRADING NOTES - REFER TO CITY OF BUCKEYE STANDARD DETAIL B-500
<http://www.buckeyeaz.gov/DocumentCenter/Home/View/396>

TRANSWEST GAS NOTE

1. ALL DESIGN AND CONSTRUCTION WITHIN THE TRANSWESTERN GAS EASEMENT TO BE IN ACCORDANCE WITH TRANSWESTERN GAS, CITY OF BUCKEYE, AND M.A.G. UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION. CONTRACTOR TO NOTIFY PRIOR TO ANY CONSTRUCTION;
 CONTACT: WILLIAM (BO) RAGAN
 WORK: (623) 847-2224
 MOBILE: (928) 308-8832, EMAIL: WILLIAM.RAGAN@ENERGYTRANSFER.COM

SALT RIVER PROJECT NOTE

1. ALL DESIGN AND CONSTRUCTION WITHIN THE SRP EASEMENT TO BE IN ACCORDANCE WITH SRP DEVELOPMENT STANDARDS, CITY OF BUCKEYE, AND M.A.G. UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION. CONTRACTOR TO NOTIFY PRIOR TO ANY CONSTRUCTION;
 CONTACT: KEITH PELLIERI
 WORK: (602) 236-4952
 MOBILE: (602) 818-1030, EMAIL: KEITH.PELLIERI@SRPNET.COM

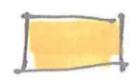


Drainage Diversion Structure (700cfs)

EXISTING SUN CITY FESTIVAL PARCELS E1 & F1 BOOK 867, PAGE 14 MCR

MAIN WAGNER WASH Discharge (900cfs)

PLANNING UNIT 1
Regional Detention System (Storage & Conveyance)



LEGEND

FF= MIN. FINISHED FLOOR ELEVATION	◆ GRADE BREAK
PAQ= MIN. BUILDING PAD ELEVATION	● DRY WELL
HW= HIGH WATER ELEVATION	2.00% PROPOSED STREET SLOPE
BTM= BASIN BOTTOM ELEVATION	FGB-03.50 TOP OF RETAINING WALL
SG= SUBGRADE ELEVATION	FGB-01.50 FINISHED SURFACE AT BOTTOM OF RET. WALL
FG= FINISHED GRADE	FL= 03.71 FLOW LINE ELEVATION
ESMT EASEMENT	VG= 10.10 NATURAL GRADE ELEVATION
L/S LANDSCAPE	1002 EXISTING CONTOURS
B/C BACK OF CURB	TOP AND BOTTOM OF SLOPE
S/W SIDEWALK	STORM DRAIN
R/E ROADWAY EASEMENT	RETAINING WALL
82.9 FINISHED GRADE AT REAR PROPERTY CORNER	SIDEWALK
79.5 EXISTING GROUND ELEVATION	DRIVEWAY
81.93 PROPOSED TOP OF CURB ELEV.	DAYLIGHT LINE
EXISTING TOP OF CURB ELEV.	SHEET BOUNDARY
⊙ SURVEY MONUMENT	GROUTED RIP RAP
◆ VERTICAL CURVE BEGIN/END	LOOSE RIP RAP

STATE TRUST LAND

EXHIBIT C

SUN CITY FESTIVAL
PARCELS Q1, S1, T1, Z1, DD1
MASS GRADING PLANS

Baker
2909 NORTH CENTRAL AVENUE, SUITE 302
PHOENIX, ARIZONA 85028-2194
MICHAEL BAKER JR. INC. 602.279.1234 • FAX 602.279.1201 • www.MBARENGRCP.com

APPROVED
APR 15 2015
CITY OF BUCKEYE
ENGINEERING



APR/2015
2 of 31



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SECTION FOUR
PLAN OF FINANCE AND PRELIMINARY DEBT SERVICE
SCHEDULE (TABLE ONE)

PLAN OF FINANCE

Below is a financing plan that describes the process for financing a portion of the Public Infrastructure benefiting the property within Assessment District No. 11. This Plan of Finance is subject to modification to accommodate market conditions at the time of the actual placement of the Bonds and to the extent necessary to comply with federal and state law.

(i) Formation and Authorization:

In response to a petition from the owners of 100% of the property within the District, the City Council formed the District on April 19, 2005.

The District has issued seven previous special assessment revenue bond transactions for Assessment District No. 1 (Series 2005), Assessment District No. 2 and 3 (Series 2007), Assessment District No. 4 and 5 (Series 2007), Assessment District No. 6 (Series 2009), Assessment District No. 7 (Series 2011), Assessment District No. 8 (Series 2013), Assessment District No. 9 (Series 2015) and Assessment District No, 10 (Series 2016).

(ii) Proposed Debt Issuance:

The estimated debt service schedule for the Bonds is attached in this section as Table One. Due to the small size of the issue, and to eliminate the need for certain costs such as an appraisal, official statement, and underwriter's counsel, it is anticipated that the Bonds will be privately placed through Stifel Nicolaus & Company, Incorporated and closed on or around. The Bonds will be unrated and will have transfer restrictions which are consistent with prior bond issues of the District.

As of _____ Pulte has invested approximately \$____ million of public infrastructure improvements into the 1,369 residential lots located in Assessment District No. 11 (not including the land cost). Since additional construction is underway (pursuant to contractual obligations with a contractor), Pulte indicates a total of approximately \$____ million will be invested by _____.

Based on this investment progress through December, the estimated Value to Lien would approximate (which does not include the land value of each lot). Based on information Pulte recently obtained from the Maricopa County Assessor's office, the current estimated Full Cash Value (FCV) of improved (builder ready) residential lots adjacent to Assessment District No. 11 range from approximately 12:1 – 36-1 (see Table on page _____) approximate. This methodology of value would result in a Value to Lien of approximately _____. The City's CFD policy requires a minimum value to lien of 4:1.

(iii) Estimated Sources and Uses of Funds:

The estimated sources and uses of funds associated with the sale of the Bonds (exclusive of accrued interest and original issue discount or premium, if any), is as follows:

<u>Sources of Funds:</u>	
Principal Amount of Bonds	\$
Pulte Contribution	
	<hr/>
	\$
<u>Uses of Funds:</u>	
Cost of Public Infrastructure	\$
Costs of Issuance ^{(a)(b)}	
Underwriting Fee ^(b)	
Debt Service Reserve Fund	
Total Use of Funds	<hr/>
	\$

^(a) Represents estimated costs for bond counsel, financial advisor, appraiser, and the registrar and paying agent.

^(b) Pulte Home Corporation will be responsible for paying the Costs of Issuance and the Underwriting Fee.

(iv) Use of Proceeds:

The proceeds of the Bonds will be applied by the District to finance all or a portion of the Public Infrastructure listed in Section Two of this Report.

(v) Per Lot Assessment Amount:

The per lot assessment amount is expected to be no more than \$2,000. Pulte Home Corporation currently expects that at the time of sale of the home to a buyer, this amount will be assumed by the home buyer with the assessment payments made over twenty years. Pulte Home Corporation expects home closings in Assessment District No. 11 to commence _____.

(vi) Homeowner's Obligation:

The \$2,000 per home assessment results in an annual assessment payment of approximately \$200.00 per home, or \$16.00 per month, which is based on a 20-year amortization with an estimated interest rate of 6.0%. The special assessment is payable on any interest payment date, without any redemption premium.

(vii) Disclosure of Assessment Payments:

A.R.S. Section 32-2181 et seq. requires the disclosure of all property taxes and assessments to be paid by a home owner in Arizona Department of Real Estate Subdivision Public Report (the "Public Report"). Each home buyer must be supplied a

Public Report and, prior to any home sale, the home buyer must acknowledge by signature that they have read and accepted the Public Report.

In addition, Pulte Home Corporation will require the home buyer to sign an additional form that highlights and discloses the additional assessment payments as a result of the District financing.

(viii) Operation and Maintenance Estimated Revenues and Expenditures:

All Public Infrastructure financed by the District will be dedicated to the City upon completion and acceptance. The obligations pertaining to the operation and maintenance of the Public Infrastructure have been negotiated between the City, the District and Pulte Home Corporation and are set forth in the various development agreements among the parties. The costs associated with the operation and maintenance of the Public Infrastructure, as well as the administrative costs of the District, will be provided for from several sources of funds, including the levy of the \$0.30 per \$100 of secondary assessed valuation maintenance & operation tax in the District and developer contributions.

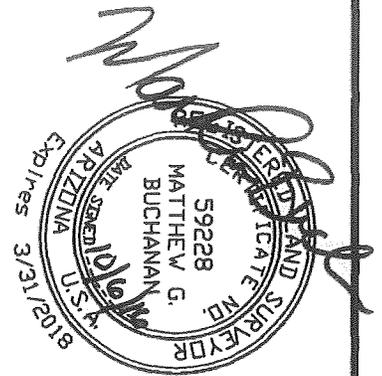
Pursuant to the Development Agreement, the master Homeowner's Association ("HOA") is responsible for the operation and maintenance costs of landscaping for the roadways, trails, and open space within the District. Home owners within Sun City Festival (age restricted) and Festival Foothills (non-age restricted) are required to participate in an HOA. Monthly fees for the Sun City Festival HOA are anticipated to be approximately \$124.00 per home. Monthly fees for the Festival Foothills HOA are anticipated to be approximately \$ 83.00 per home.

Pursuant to the Development Agreement, Pulte Home Corporation is required to maintain and repair all infrastructure comprised of streets, parkways and alleys and all appurtenances thereto at its expense for a period of two years from the date the City accepts the infrastructure. Such maintenance shall consist of all maintenance and repair actions reasonably required by customary engineering industry standards for each item of infrastructure. Using a \$2.85 foot cost for maintenance (per the City), Assessment District No. 11 annual maintenance cost approximates \$ _____.

APPENDIX A

LEGAL DESCRIPTION OF ASSESSMENT DISTRICT NO. 11

WILSON ROAD
283RD (ALIGNMENT)

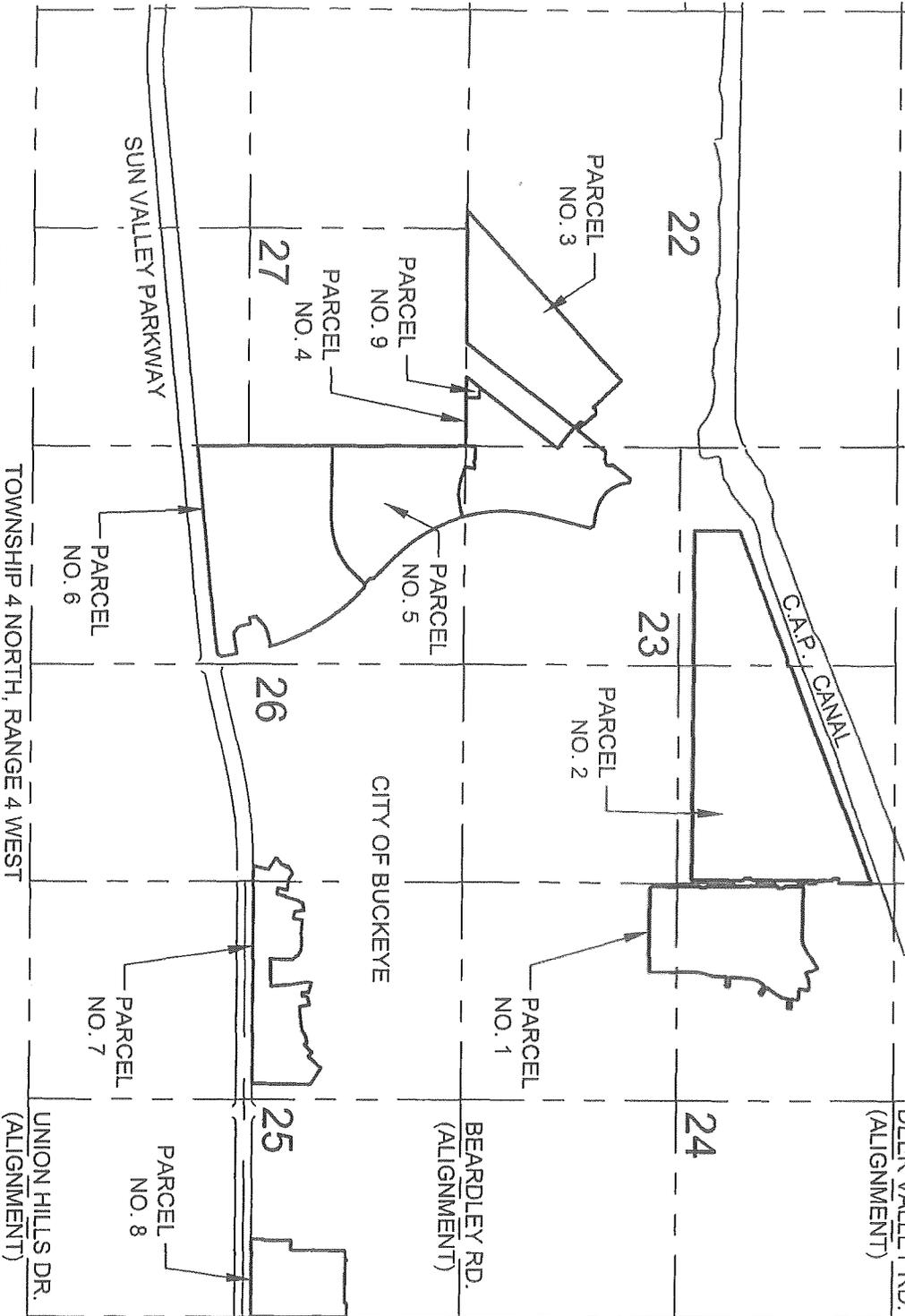
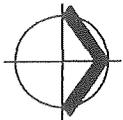


TURNER ROAD
275TH (ALIGNMENT)

OGLESBY ROAD
267TH (ALIGNMENT)

ROOKS ROAD
259TH (ALIGNMENT)

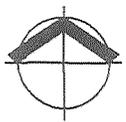
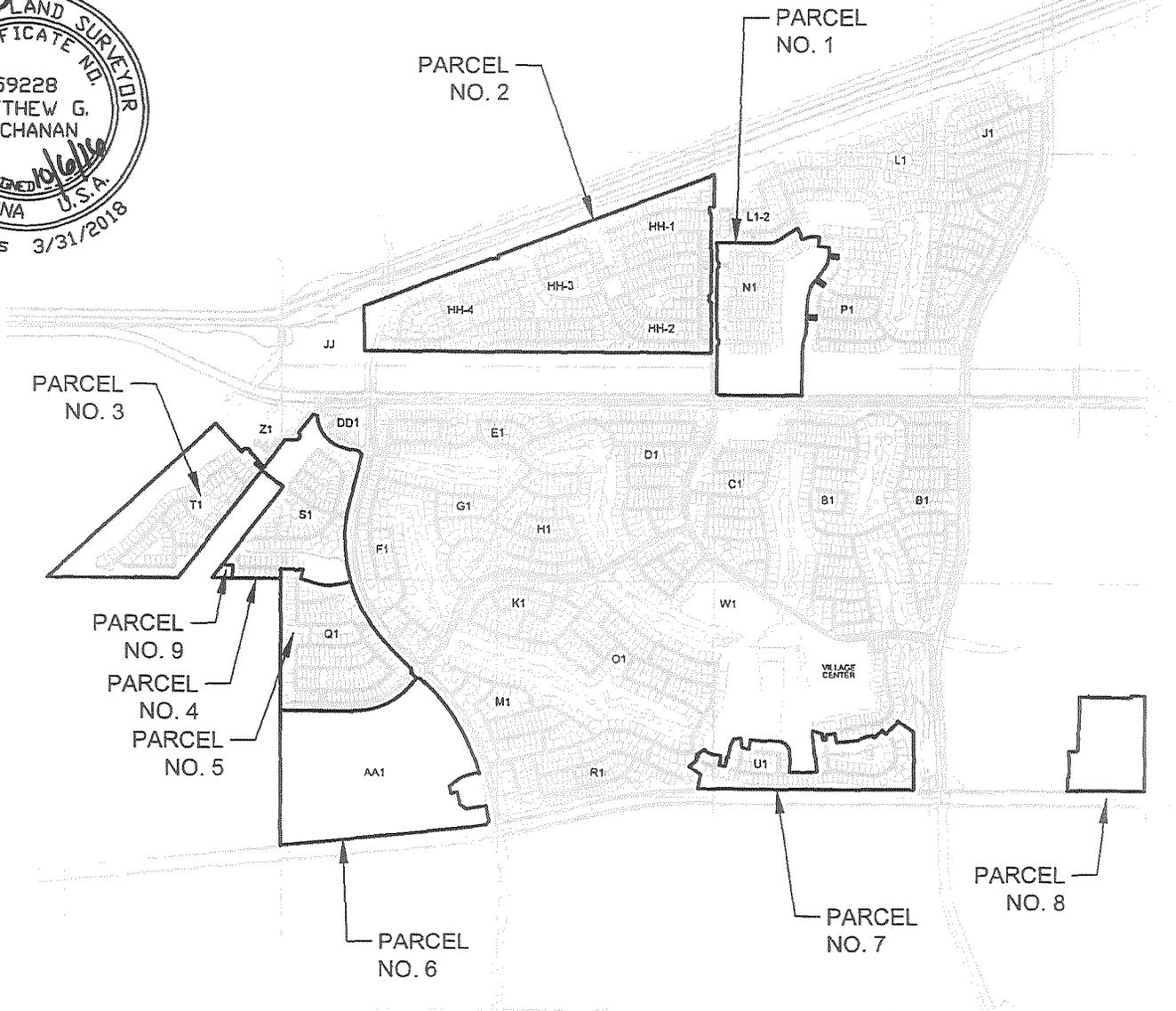
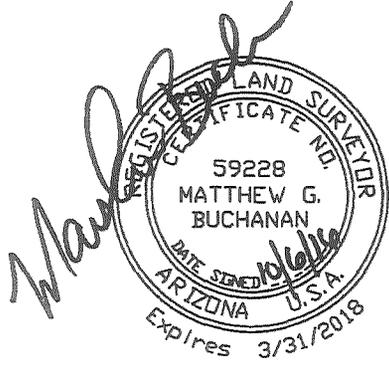
NOT TO SCALE



PROJECT NO. 4151061000
DATE: 10/06/16
BY: RDC
SCALE: N.T.S.
SHEET NO. 1 OF 2

SUN CITY FESTIVAL
SPECIAL ASSESSMENT AREA #11
BUCKEYE, AZ

 **Cardno**
Shaping the Future
7901 E PIERCE ST, STE C&D,
SCOTTSDALE, AZ 85257
TEL:(602)749-8550
FAX:(602)749-8551



NOT TO SCALE

PROJECT NO. 4151061000
 DATE: 10/06/16
 BY: RDC
 SCALE: N.T.S.
 SHEET NO. 2 OF 2

SUN CITY FESTIVAL
 SPECIAL ASSESSMENT AREA #11
 BUCKEYE, AZ

Cardno
 Shaping the Future
 7901 E PIERCE ST, STE C&D,
 SCOTTSDALE, AZ 85257
 TEL: (602) 749-8550
 FAX: (602) 749-8551

Date: October 06, 2016

JN: 4151061000

Page 1 of 11

Exhibit "A"
Legal Description

Sun City Festival Special Assessment Area No. 11

Parcel No. 1

Lots 1 through 109 inclusive, of Sun City Festival Parcel N1, recorded in Book 1290, Page 34, Maricopa County Records, Arizona.

Parcel No. 2

A parcel of land situated in a portion of Section 23, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner of said Section 23, monumented by a found G.L.O. brass cap, from which the northwest corner of said Section 23, monumented by a found G.L.O. brass cap, bears as a basis of bearings North 89°36'32" West, a distance of 2645.44 feet;

Thence along the north line of the northeast quarter of said Section 23, South 89°40'27" East, a distance of 2632.95 feet to the calculated position of the northeast corner of said Section 23;

Thence departing said north line, along the east line of said Section 23, South 00°22'48" West, a distance of 280.74 feet to the northeast corner of that parcel of land depicted as Tract C-1 of the Sun City Festival Parcel HH1-1 Final Plat recorded in Book 1290 of Maps, Page 36, Maricopa County Records (M.C.R.) and the Point of Beginning;

Thence continuing along said east line, South 00°22'48" West, a distance of 395.95 feet to the northerly boundary line of that parcel of land as shown on the Final Plat of "Sun City Festival - Parcel L1-2" as recorded in Book 1231, Page 32, M.C.R.;

Thence along the boundary of said Parcel L1-2 the following eight (8) courses:

- (1) Thence North 89°36'38" West, a distance of 55.00 feet;
- (2) Thence South 00°22'48" West, a distance of 60.00 feet;
- (3) Thence South 44°36'55" East, a distance of 28.29 feet;
- (4) Thence South 00°22'48" West, a distance of 977.48 feet;
- (5) Thence South 45°22'48" West, a distance of 35.36 feet;
- (6) Thence South 00°22'48" West, a distance of 60.00 feet;

(7) Thence South $44^{\circ}37'12''$ East, a distance of 35.36 feet;

(8) Thence South $00^{\circ}22'48''$ West, a distance of 622.52 feet to the northerly line of a 175 foot wide Electric Transmission Line Easement as described in Instrument No. 93-0572904, M.C.R.;

Thence along said northerly line and the northerly line of a 175 foot wide Electric Transmission Line Easement described in Instrument No. 93-0134011, M.C.R. and Instrument No. 93-0519890, M.C.R., North $89^{\circ}37'07''$ West, a distance of 2601.59 feet to the north south mid-section line of the afore mentioned Section 23;

Thence continuing North $89^{\circ}37'07''$ West, a distance of 1632.54 feet to the west boundary line of the parcel herein described;

Thence North $00^{\circ}00'00''$ East, a distance of 552.87 feet to the southerly boundary line of the Central Arizona Project Canal as described in Docket No.13238-0646, M.C.R.;

Thence along said southerly boundary line of the Central Arizona Project Canal the following four (4) courses:

(1) Thence North $69^{\circ}27'50''$ East, a distance of 1657.38 feet;

(2) Thence South $89^{\circ}36'50''$ East, a distance of 89.73 feet;

(3) Thence North $00^{\circ}27'53''$ East, a distance of 34.32 feet;

(4) Thence North $69^{\circ}27'50''$ East, a distance of 1112.07 feet to the westerly boundary line of that parcel of land depicted as Tract C-1 of the Sun City Festival Parcel HH1-1 Final Plat recorded in Book 1290 of Maps, Page 36, M.C.R.;

Thence continuing along said southerly Central Arizona Project Canal boundary line, North $69^{\circ}27'50''$ East, a distance of 1708.66 feet to the Point of Beginning;

Parcel No. 3

A parcel of land situated in a portion of Section 22 and Section 23, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 22, monumented by a G.L.O. brass cap stamped "T4N R4W S22 S23 S27 S26 1915" from which the east quarter corner of said Section 22, monumented by a G.L.O. brass cap stamped "1/4 S22 S23 1916", bears as a Basis of Bearings North $00^{\circ}24'16''$ East, a distance of 2641.73 feet;

Thence along the south line of the southeast quarter of said Section 22 and the south boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, Maricopa County Records (M.C.R.), North $89^{\circ}44'50''$ West, a distance of

1248.82 feet to the northwesterly line of a 200 foot wide Electric Transmission Line Easement as described in Instrument No. 85-411065, M.C.R. and the Point of Beginning;

Thence continuing along the south line of the southeast quarter of said Section 22, North $89^{\circ}44'50''$ West, a distance of 1384.41 feet to the south quarter corner of said Section 22, monumented by a G.L.O. brass cap stamped "1/4 S22 S27 1916";

Thence along the south line of the southwest quarter of said Section 22, North $89^{\circ}29'15''$ West, a distance of 212.30 feet to the westerly boundary of the parcel herein described;

Thence departing said south line, North $47^{\circ}27'37''$ East, a distance of 2800.39 feet;

Thence South $42^{\circ}51'03''$ East, a distance of 466.26 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North $46^{\circ}37'15''$ West, a distance of 35.00 feet;

Thence along said curve to the left, through a central angle of $15^{\circ}25'06''$, an arc distance of 9.42 feet to the beginning of a tangent reverse curve, concave southerly, whose radius point bears South $62^{\circ}02'21''$ East, a distance of 55.00 feet;

Thence along said curve to the right, through a central angle of $128^{\circ}22'35''$, an arc distance of 123.23 feet to the beginning of a tangent reverse curve, concave northeasterly, whose radius point bears, North $66^{\circ}20'14''$ East, a distance of 35.00 feet;

Thence along said curve to the left, through a central angle of $19^{\circ}11'17''$, an arc distance of 11.72 feet to the curve's end;

Thence South $42^{\circ}51'03''$ East, a distance of 144.04 feet to the northeasterly prolongation of the westerly boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, M.C.R.;

Thence along said prolongation and the westerly boundary line of said Parcel S1 the following four (4) courses:

- 1.) Thence South $47^{\circ}08'57''$ West, a distance of 54.00 feet;
- 2.) Thence South $42^{\circ}51'03''$ East, a distance of 88.21 feet to the beginning of a tangent curve, concave northeasterly, whose radius point bears North $47^{\circ}08'57''$ East, a distance of 687.00 feet;
- 3.) Thence along said curve to the left, through a central angle of $01^{\circ}43'50''$, an arc distance of 20.75 feet to the northwesterly line of the said 200 foot wide Electric Transmission Line Easement as described in Instrument No. 85-411065, M.C.R. and a point of non-tangency;
- 4.) Thence South $37^{\circ}38'52''$ West along said easement, a distance of 1681.89 feet to the Point of Beginning;

Parcel No. 4

Lots 1 through 118 and Tract N, inclusive, of Sun City Festival Parcel S1, recorded in Book 1248, Page 10, Maricopa County Records, Arizona.

Parcel No. 5

A parcel of land situated in a portion of Sections 22, 23 and 26, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the southeast corner of said Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "T4N R4W S22 S23 S27 S26 1915" from which the south quarter corner of said Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "1/4 S22 S27 1916", bears as a basis of bearings North 89°44'50" West, a distance of 2633.23 feet, also being a point on the south boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, Maricopa County Records (M.C.R.);

Thence along the southerly boundary line of said Parcel S1 the following thirteen (13) courses:

- 1.) Thence North 00°21'02" East, a distance of 115.05 feet;
- 2.) Thence South 89°38'58" East, a distance of 163.00 feet;
- 3.) Thence South 44°38'58" East, a distance of 21.21 feet;
- 4.) Thence South 88°48'54" East, a distance of 44.00 feet;
- 5.) Thence North 47°35'14" East, a distance of 20.37 feet to the beginning of a non-tangent curve, concave southwesterly, whose radius point bears, South 05°57'39" West, a distance of 378.00 feet;
- 6.) Thence along said curve to the right, through a central angle of 05°37'38", an arc distance of 37.12 feet to a point of non-tangency;
- 7.) Thence South 11°35'17" West, a distance of 114.62 feet;
- 8.) Thence South 72°49'53" East, a distance of 65.00 feet;
- 9.) Thence South 73°11'37" East, a distance of 137.42 feet;
- 10.) Thence South 78°22'46" East, a distance of 77.13 feet;
- 11.) Thence South 87°38'08" East, a distance of 77.24 feet;
- 12.) Thence North 82°10'05" East, a distance of 174.77 feet;
- 13.) Thence North 74°15'14" East, a distance of 88.77 feet to the westerly boundary line of

that parcel of land shown on the Final Plat of "Sun City Festival – Parcels E1 & F1" as recorded in Book 867, Page 14, M.C.R., also being the beginning of a non-tangent curve, concave northeasterly, whose radius point bears, North 74°15'14" East, a distance of 1865.00 feet;

Thence departing said southerly boundary line, along the westerly boundary line of said Parcel E1 & F1 the following four (4) courses:

- 1.) Thence along said curve to the left, through a central angle of 28°57'14", an arc distance of 942.46 feet to the curve's end;
- 2.) Thence South 44°41'59" East, a distance of 381.39 feet;
- 3.) Thence South 00°18'01" West, a distance of 42.43 feet;
- 4.) Thence South 44°41'59" East, a distance of 100.00 feet;

Thence departing said westerly boundary line, South 45°15'44" West, a distance of 213.60 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 44°39'03" West, a distance of 870.00 feet;

Thence along said curve to the right, through a central angle of 45°00'14", an arc distance of 683.35 feet to a point of non-tangency;

Thence North 89°38'50" West, a distance of 905.44 feet to the west line of the northwest quarter of said Section 26 and the southwest corner of this parcel;

Thence along the west line of the northwest quarter of said Section 26, North 00°21'02" East, a distance of 1622.07 to the southeast corner of said Section 22 and the Point of Beginning.

Parcel No. 6

A parcel of land situated in a portion of Section 26, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 26, monumented by a 2-1/4 inch G.L.O. brass cap stamped "T4N R4W S22 S23 S27 S26 1915" from which the south quarter corner of Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "1/4 S22 S27 1916", bears as a basis of bearings North 89°44'50" West, a distance of 2633.23 feet, also being a point on the south boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, Maricopa County Records (M.C.R.);

Thence South 00°21'02" West along the west line of the northwest quarter of said Section 26, a distance of 1622.07 feet to the Point of Beginning;

Thence South $89^{\circ}38'50''$ East, a distance of 905.44 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears, North $00^{\circ}21'11''$ East, a distance of 870.00 feet;

Thence along said curve to the left, through a central angle of $45^{\circ}00'14''$, an arc distance of 683.35 feet to a point of non-tangency;

Thence North $45^{\circ}15'44''$ East, a distance of 213.60 feet to the westerly boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcels E1 & F1" as recorded in Book 867, Page 14, M.C.R.;

Thence along said westerly boundary line, South $89^{\circ}41'59''$ East, a distance of 42.43 feet to the westerly boundary of line of that parcel of land shown on the Final Plat of "Sun City Festival Parcels M1 & R1" as recorded in Book 943, Page 49, M.C.R.;

Thence along said westerly boundary line, South $44^{\circ}41'59''$ East, a distance of 125.93 feet to the beginning of a tangent curve, concave southwesterly, whose radius point bears South $45^{\circ}18'01''$ West, a distance of 2435.00 feet;

Thence continuing along said westerly boundary line and said curve to the right, through a central angle of $29^{\circ}21'23''$, an arc distance of 1247.61 feet;

Thence departing said westerly boundary line, North $61^{\circ}05'51''$ West, a distance of 28.21 feet;

Thence South $73^{\circ}28'41''$ West, a distance of 139.12 feet to the beginning of a tangent curve, concave southerly, whose radius point bears South $16^{\circ}31'19''$ East, a distance of 320.00 feet;

Thence southwesterly along said curve to the left, through a central angle of $25^{\circ}30'45''$, an arc distance of 142.49 feet to the curve's end;

Thence South $47^{\circ}57'56''$ West, a distance of 66.86 feet to the beginning of a tangent curve, concave northwesterly, whose radius point bears North $42^{\circ}02'04''$ West, a distance of 100.00 feet;

Thence westerly along said curve to the right, through a central angle of $10^{\circ}18'17''$, an arc distance of 17.99 feet to the curve's end;

Thence South $58^{\circ}16'13''$ West, a distance of 23.61 feet;

Thence South $13^{\circ}18'44''$ East, a distance of 88.77 feet;

Thence North $76^{\circ}41'16''$ East, a distance of 76.32 feet;

Thence South $12^{\circ}19'03''$ East, a distance of 156.93 feet;

Thence South $54^{\circ}40'11''$ East, a distance of 89.91 feet;

Thence North $80^{\circ}34'41''$ East, a distance of 250.15 feet to the westerly boundary line of that parcel of land as depicted on the Final Plat of "Sun City Festival Parcels M1 & R1" as recorded in Book 943, Page 49, M.C.R.;

Thence along said westerly boundary line, South $10^{\circ}40'03''$ East, a distance of 195.34 feet;

Thence continuing along said westerly boundary line, South $34^{\circ}53'22''$ West, a distance of 56.02 feet to a non-tangent curve, whose radius point bears North $09^{\circ}33'12''$ West, a distance of 5400.00 feet;

Thence continuing along said westerly boundary line and along said curve to the right, through a central angle of $04^{\circ}08'16''$, an arc distance of 389.99 feet to a point of non-tangency;

Thence South $84^{\circ}32'16''$ West, a distance of 2143.20 feet to the westerly line of said Section 26;

Thence North $00^{\circ}24'17''$ East, a distance of 633.35 feet to the west quarter corner of said Section 26;

Thence North $00^{\circ}21'02''$ East, along said west section line a distance of 1017.96 feet to the Point of Beginning.

Parcel No. 7

A parcel of land situated in a portion of Sections 25 and 26, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section 25, monumented by a found G.L.O. brass cap stamped "S25 S30 1915", from which the west quarter corner of said Section 25, monumented by a found Maricopa County Highway Department brass cap in hand hole, bears as a basis of bearings North $89^{\circ}35'39''$ West, a distance of 5,280.12 feet;

Thence along the east-west mid-section line of said Section 25, North $89^{\circ}35'39''$ West, a distance of 2,828.01 feet;

Thence departing said east-west mid-section line, North $00^{\circ}24'21''$ East, a distance of 100.00 feet to a line 100.00 feet north of and parallel with the centerline of Sun Valley Parkway as recorded in Book 33, Page 4, Maricopa County Records (M.C.R.) and the Point of Beginning;

Thence along said parallel line, North $89^{\circ}35'39''$ West, a distance of 2,452.06 feet to an angle point and a line 100.00 feet north of and parallel with the centerline of said Sun Valley Parkway;

Thence along said parallel line, North $89^{\circ}31'54''$ West, a distance of 133.94 feet to the beginning of a non-tangent curve, concave southerly, whose radius point bears South $00^{\circ}25'14''$ West, a distance of 5,600.00 feet;

Thence along said curve to the left, through a central angle of $00^{\circ}31'08''$, an arc distance of 50.71 feet to the easterly boundary line of Sun City Festival Parcel R1 as recorded in Book 1192, Page 27, M.C.R.;

Thence along the easterly boundary line of said Sun City Festival Parcel R1 the following seven (7) courses:

- 1.) Thence North $12^{\circ}10'12''$ East, a distance of 185.53 feet;
- 2.) Thence North $56^{\circ}51'32''$ West, a distance of 163.68 feet;
- 3.) Thence North $48^{\circ}39'59''$ East, a distance of 115.24 feet;
- 4.) Thence North $15^{\circ}38'29''$ West, a distance of 22.19 feet;
- 5.) Thence North $49^{\circ}30'08''$ East, a distance of 44.00 feet to the beginning of a non-tangent curve, concave northeasterly, whose radius point bears North $49^{\circ}30'08''$ East, a distance of 253.00 feet;
- 6.) Thence along said curve to the right, through a central angle of $05^{\circ}35'53''$, an arc distance of 24.72 feet to a point of non-tangency;
- 7.) Thence North $55^{\circ}06'01''$ East a distance of 115.00 feet;

Thence departing the easterly boundary line of said Sun City Festival Parcel R1, South $40^{\circ}17'24''$ East, a distance of 30.60 feet;

Thence South $59^{\circ}41'17''$ East, a distance of 56.75 feet;

Thence South $77^{\circ}04'36''$ East, a distance of 62.79 feet;

Thence South $77^{\circ}49'48''$ East, a distance of 64.98 feet;

Thence South $12^{\circ}10'12''$ West, a distance of 114.96 feet;

Thence South $77^{\circ}49'48''$ East, a distance of 76.36 feet;

Thence North $12^{\circ}10'12''$ East, a distance of 109.96 feet;

Thence South $77^{\circ}49'48''$ East, a distance of 14.99 feet;

Thence North $12^{\circ}10'12''$ East, a distance of 134.57 feet;

Thence North $26^{\circ}46'40''$ East, a distance of 104.35 feet;

Thence North $82^{\circ}06'21''$ East, a distance of 83.84 feet;

Thence South $07^{\circ}53'39''$ East, a distance of 114.96 feet to the beginning of a non-tangent curve, concave southwesterly, whose radius point bears South $07^{\circ}53'39''$ East, a distance of 44.98 feet;

Thence along said curve to the right, through a central angle of $40^{\circ}37'27''$, an arc distance of 31.89 feet to the beginning of a tangent reverse curve, concave northeasterly, whose radius point bears North $32^{\circ}43'48''$ East, a distance of 24.99 feet;

Thence along said curve to the left, through a central angle of $22^{\circ}18'59''$, an arc distance of 9.73 feet to the beginning of a tangent compound curve, concave northeasterly, whose radius point bears North $10^{\circ}24'49''$ East, a distance of 1413.77 feet;

Thence along said curve to the left, through a central angle of $01^{\circ}47'00''$, an arc distance of 44.01 feet to a point of non-tangency;

Thence North $08^{\circ}37'48''$ East, a distance of 114.96 feet;

Thence South $84^{\circ}11'35''$ East, a distance of 127.95 feet;

Thence North $88^{\circ}46'23''$ East, a distance of 129.11 feet;

Thence South $89^{\circ}35'23''$ East, a distance of 104.24 feet;

Thence South $61^{\circ}07'04''$ East, a distance of 81.16 feet;

Thence South $32^{\circ}38'44''$ East, a distance of 88.04 feet;

Thence South $00^{\circ}24'37''$ West, a distance of 136.43 feet;

Thence South $02^{\circ}31'53''$ West, a distance of 135.05 feet;

Thence South $89^{\circ}35'23''$ East, a distance of 221.48 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North $00^{\circ}23'47''$ East, a distance of 542.81 feet;

Thence along said curve to the left, through a central angle of $10^{\circ}24'07''$, an arc distance of 98.55 feet to a point of non-tangency;

Thence North $80^{\circ}00'20''$ East, a distance of 13.19 feet;

Thence North $05^{\circ}43'20''$ West, a distance of 220.10 feet;

Thence North $07^{\circ}30'44''$ West, a distance of 238.85 feet;

Thence North $17^{\circ}36'45''$ East, a distance of 37.91 feet to the southerly boundary line of Sun City Festival – Parcel A1 as recorded in Book 722, Page 2, M.C.R.;

Thence along the southerly boundary line of said Sun City Festival – Parcel A1 the following ten (10) courses:

- 1.) Thence South $74^{\circ}01'32''$ East, a distance of 115.00 feet to the beginning of a non-tangent curve, concave easterly, whose radius point bears South $74^{\circ}01'32''$ East, a distance of 45.00 feet;
- 2.) Thence along said curve to the left, through a central angle of $40^{\circ}53'06''$, an arc distance of 32.11 feet to the beginning of a tangent reverse curve, concave southwesterly, whose radius point bears South $65^{\circ}05'22''$ West, a distance of 45.00 feet;

- 3.) Thence along said curve to the right, through a central angle of $19^{\circ}11'18''$, an arc distance of 15.07 feet to the curve's end;
- 4.) Thence South $05^{\circ}43'20''$ East, a distance of 30.87 feet;
- 5.) Thence North $84^{\circ}16'40''$ East, a distance of 44.00 feet;
- 6.) Thence North $05^{\circ}43'20''$ West, a distance of 41.81 feet;
- 7.) Thence North $36^{\circ}38'43''$ East, a distance of 22.17 feet;
- 8.) Thence North $79^{\circ}00'46''$ East, a distance of 96.13 feet;
- 9.) Thence South $10^{\circ}59'14''$ East, a distance of 115.00 feet;
- 10.) Thence North $84^{\circ}27'11''$ East, a distance of 210.95 feet to the westerly boundary line of Sun City Festival – Parcel A1 as recorded in Book 1129, Page 11, M.C.R.;

Thence along the southerly boundary line of said Sun City Festival – Parcel A1 the following nine (9) courses:

- 1.) Thence North $79^{\circ}00'46''$ East, a distance 80.00 feet;
- 2.) Thence North $67^{\circ}00'57''$ East, a distance of 81.79 feet;
- 3.) Thence North $79^{\circ}00'46''$ East, a distance of 80.00 feet;
- 4.) Thence South $29^{\circ}31'12''$ East, a distance of 33.30 feet;
- 5.) Thence North $49^{\circ}25'22''$ East, a distance of 137.65 feet to the beginning of a non-tangent curve, concave northeasterly, whose radius point bears North $49^{\circ}25'22''$ East, a distance of 200.00 feet;
- 6.) Thence along said curve to the left, through a central angle of $03^{\circ}33'19''$, an arc distance of 12.41 feet to the curve's end;
- 7.) Thence South $44^{\circ}07'57''$ East, a distance of 47.64 feet;
- 8.) Thence North $45^{\circ}52'03''$ East, a distance of 164.62 feet;
- 9.) Thence North $33^{\circ}20'23''$ East, a distance of 48.41 feet to the southerly boundary line of Sun City Festival – Parcel A1 as recorded in Book 722, Page 2, M.C.R.;

Thence along the southerly boundary line of said Sun City Festival – Parcel A1 the following two (2) courses:

- 1.) Thence South $56^{\circ}39'37''$ East, a distance of 225.62 feet;

2.) Thence South $00^{\circ}24'21''$ West, a distance of 712.86 feet to the Point of Beginning.

Parcel No. 8

Lots 163 through 261 and Lots 356 through 367, inclusive, of the final replat of "Festival Foothills – Phase II" recorded in Book 1045, Page 11, Maricopa County Records, Arizona and Lots 157 through 162, inclusive, of the Final Plat of "Festival Foothills – Phase II", recorded in Book 938, Page 42, Maricopa County Records, Arizona.

Parcel No. 9

A parcel of land situated in a portion of Section 22, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the southeast corner of said Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "T4N R4W S22 S23 S27 S26 1915" from which the south quarter corner of said Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "1/4 S22 S27 1916", bears as a basis of bearings North $89^{\circ}44'50''$ West, a distance of 2633.23 feet, also being a point on the south boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, Maricopa County Records (M.C.R.);

Thence along said south boundary line, North $89^{\circ}44'50''$ West, a distance of 585.00 feet to the Point of Beginning;

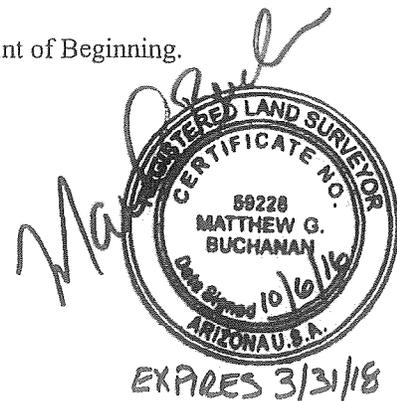
Thence continuing along the south line of the southeast quarter of said Section 22, North $89^{\circ}44'50''$ West, a distance of 248.45 feet to the easterly boundary line of that 130 foot wide Electric Transmission Line Easement as described in Instrument No. 85-411077, M.C.R. and the westerly boundary of the parcel herein described;

Thence along said electric easement, North $37^{\circ}38'52''$ East, a distance of 212.03 feet to a non-tangent curve, concave northerly, whose radius point bears North $17^{\circ}48'26''$ East, a distance of 178.00 feet;

Thence southeasterly along said curve to the left, through a central angle of $17^{\circ}27'24''$, an arc distance of 54.23 feet to the curve's end;

Thence South $89^{\circ}38'58''$ East, a distance of 66.57 feet;

Thence South $00^{\circ}21'02''$ West, a distance of 160.05 feet to the Point of Beginning.



When recorded return to:
Mr. Scott W. Ruby
Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553

**FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
WAIVER AND DEVELOPMENT AGREEMENT
PERTAINING TO ASSESSMENT DISTRICT NO. 11**

This Festival Ranch Community Facilities District (City of Buckeye, Arizona) Waiver and Development Agreement Pertaining to Assessment District No. 11, dated _____, 2016 (the "*Agreement*") by and among Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "*District*"), and the undersigned owners of the land within the District (or holders of options to purchase land within the District) (collectively referred to as "*Interested Parties*").

WHEREAS, the City of Buckeye, Arizona, an Arizona municipal corporation (the "*City*") and Pulte Home Corporation, a Michigan corporation ("*Pulte*"), as an Interested Party, are parties to that certain Development Agreement dated October 4, 2000, as amended (the "*Development Agreement*") in connection with that project on the land subject thereto known as "Festival" (the "*Project*"); and

WHEREAS, pursuant to the Development, Financing, Participation and Intergovernmental Agreement No. 1 for Festival Ranch Community Facilities District (Buckeye, Arizona) dated as of April 21, 2005 and recorded April 22, 2005 at Document No. 2005-0523800 in the Official Records of Maricopa County Records (the "*District Agreement*"), the Interested Parties intend to request the District to form assessment district number 11 (the "*Assessment District*") comprised of the property depicted and described on Exhibit A attached hereto (the "*Property*") for the purpose of providing certain public infrastructure purposes (as defined in Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "*Act*")) such public infrastructure purposes to be located on or off the Property; and

WHEREAS, the Interested Parties and all persons hereafter taking an interest in the Property or any portion thereof shall be bound by the terms, waivers and agreements set forth in this Agreement and bound by the Assessments (as defined herein) recorded against the Property; and

WHEREAS, the proposed public infrastructure purposes to be provided by the Assessment District shall consist of:

A. Acquisition of the public infrastructure (as such term is defined in the Act) described on Exhibit B attached hereto and all incidental improvements related thereto;

B. All engineering, legal, financial and incidental costs and expenses incurred in completing the acquisition of the public infrastructure and the costs and expenses incurred in connection with the levy of the Assessments and issuance and sale of the Assessment District bonds.

C. Capitalized interest on such Assessment District bonds, if any, for a period not to exceed the aggregate time for acquisition of the public infrastructure, plus six months thereafter; and

D. A debt service reserve fund created for such Assessment District bonds.

Collectively, the acquisition of such public infrastructure and the costs and expenses thereof shall hereinafter be referred to collectively as the "*Work*;" and

WHEREAS, persons having only a lienholder's interest or other security interest in the Property ("*Lienholders*"), as shown on the Lienholder Consent and Agreement attached hereto, consent to these terms and provisions of this Agreement and the recording thereof and acknowledge the levying of the Assessments against the Property; and

WHEREAS, for purposes of this Agreement, references to the Interested Parties, Lienholders and all future owners or holders of any interest in any portion of the Property are limited to the current Interested Parties and Lienholders, and to all future owners or holders of any interest in any portion of the Property acquiring an interest during the time period between the execution and delivery of this Agreement and the final hearing on the Assessment (as defined herein) pursuant to A.R.S. § 48-590.

NOW, THEREFORE, the Interested Parties and Lienholders, and all future owners or holders of any interest in any portion of the Property, hereto agree as follows:

1. **Development Agreement and Agreement Allocating Assessments.** This Agreement is a "development agreement" within the meaning of Arizona Revised Statutes Section 9-500.05 and the written agreement allocating the Assessments is authorized pursuant to Arizona Revised Statutes Section 48-721, as amended.

2. **Reliance on Agreement.** This Agreement does not create a binding commitment on the part of the District to actually form the Assessment District, or, if formed, of the District or the Assessment District to sell or deliver such Assessment District bonds, construct, install or acquire any or all of the Work, or if it does construct, install or acquire any of the Work, to construct, install or acquire it pursuant to any existing proposals. However, the District, and, if formed, the Assessment District, in going forward with the Work, is doing so in reliance upon this

Agreement to have the Property included within the Assessment District and assessed for the costs thereof.

3. Review and Approval of the Boundaries and Scope of Work; Acknowledgment of Assessment.

(i) The Interested Parties have reviewed or have had the opportunity and right to review the boundaries of the Assessment District, the assessment diagram, the preliminary plans and specifications detailing the Work and the engineer's estimate of the costs of the Work (the "*Engineer's Estimate*"). The parties agree the costs of the Work shall be spread among the parcels comprising the Property within the Assessment District utilizing a methodology determined by the Assessment District engineer based on the expected benefit to the residential lots and commercial parcels to be developed on the Property. The Interested Parties agree that the Engineer's Estimate of the costs of Work is, and will not exceed the amount set forth on Exhibit B attached hereto and such Assessment (as defined herein) amount shall be allocated and levied to each developable parcel (residential lot) within the Assessment District in an amount not to exceed \$2,000 per parcel (residential lot).

(ii) This Agreement shall be construed to be an express consent by the Interested Parties, Lienholders and all future owners of any portion of the Property that: (a) the District may form the Assessment District in accordance with the provisions hereof; and (b) the District and the Assessment District may incur costs and expenses necessary to complete or acquire the Work.

(iii) Furthermore, the Interested Parties, Lienholders and all future owners of any portion of the Property acknowledge that the District or the Assessment District may levy and collect an assessment on the Property sufficient to pay all costs and expenses of the Work (including Work benefitting the Property in the proposed Assessment District, which was constructed, installed or performed prior to the execution hereof) and the costs of levying the assessment and the issuance of the Assessment District bonds, but not in excess of the Engineer's Estimate (the "*Assessments*").

4. No Protest, Objection or Request for Hearings. The Interested Parties and Lienholders, and all future owners or holders of any interest in any portion of the Property, hereby agree to allow the formation of the Assessment District and to acknowledge the Assessment District will take all steps necessary to levy, confirm and record Assessments against the Property and to issue such Assessment District bonds supported by the Assessments. The Interested Parties and Lienholders acknowledge and agree that pursuant to A.R.S. § 9-500.05 the provisions of A.R.S. § 32-2181 do not apply and that pursuant to this Agreement the parties waive their right to appear before the Board of Directors of the District on any hearing required at or prior to the confirmation of the Assessments and waive their right to: (a) protest and object to the extent of the Assessment District pursuant to A.R.S. § 48-579 and 580; (b) protest the award of contract pursuant to A.R.S. § 48-584 and (c) object to the Assessments on procedural grounds, or as to the legality of the Assessments, pursuant to A.R.S. § 48-590.

5. **Waiver of Procedural Deficiencies and Irregularities.** The Interested Parties and Lienholders, and all future owners or holders of any interest in any portion of the Property, with full knowledge of the provisions of Title 48, Chapter 4, Articles 2 and 6, of the Arizona Revised Statutes and their rights thereunder (or having obtained counsel to advise them of the provisions and their rights), expressly waive any and all irregularities, illegalities or deficiencies which may now or hereafter exist in the acts or proceedings resulting in the formation of the District, the Assessment District, the adoption of the resolution of intention and the resolution ordering the Work, the levying of the Assessments against the Property and the issuance of Assessment District bonds secured by the Assessments levied against the Property.

6. **Waiver.** The Interested Parties and Lienholders, and all future owners or holders of any interest in any portion of the Property, with full knowledge of the provisions and their rights under the provisions of law hereafter referenced, expressly agree to waive the following:

(i) any defect in the proceedings and election establishing the District, as required by A.R.S. § 48-702 through § 48-708, inclusive, and agree that, to the extent of any defect, this Agreement shall constitute the petitions required by law to form and establish the District without conducting an election;

(ii) any and all notices and response time periods related to such notices provided by A.R.S. § 48-576 *et seq.*, as amended, including but not limited to the following:

(a) mailing, posting and publication, as applicable, of any notice required in connection with: (A) the adoption of the resolution of intention, (B) the notice of proposed improvements, (C) the adoption of the resolution ordering the Work, (D) notice of passage of the resolution ordering the Work, (E) notice of award of contract and (F) any other steps necessary in connection with the Assessment District or the Work; and

(b) any and all notices pertaining to a hearing on the Assessments;

(iii) any and all objections and protests to the extent of the Assessment District;

(iv) any and all objections to the adoption by the District or the Assessment District of the plans and specifications, the Engineer's Estimate and the assessment diagram, all of which provide for and effectuate the completion of the Work;

(v) any and all protest rights against the Work and objections to the awarding of one or more acquisition contracts for the Work;

(vi) any and all defenses they may now or subsequently have against the Assessments or the Assessment District bonds; and

(vii) all demands for cash payment of the Assessments.

7. **Work as More Than Local and Ordinary Benefit.** The Interested Parties and Lienholders, and all future owners or holders of any interest in any portion of the Property, agree that the Work is of more than local or ordinary public benefit and that the Work constitutes a public infrastructure purpose and that the Property which is subject to the Assessments receives a benefit from the Work in an amount not less than the Engineer's Estimate, and not less than the portion of the Assessment levied against each parcel or lot comprising the Property.

8. **Public Bidding.** The public bidding requirements set forth in A.R.S. §§ 48-581 and 584 have been or will be complied with by the Interested Parties on behalf of the District with respect to each contract comprising the Work.

9. **Performance of the Work.** The District or the Assessment District may immediately, upon issuance of such Assessment District bonds, acquire, bid, construct and perform all or part of the Work.

10. **Acknowledgment of Assessment.** The Interested Parties and Lienholders, and all future owners or holders of any interest in any portion of the Property, acknowledge the District shall levy the Assessments in an amount not greater than the Engineer's Estimate against all of the residential parcels of land located within the boundaries of the Property; and that such Assessments shall be collected and foreclosed in accordance with Arizona Revised Statutes § 48-601 *et seq.*, as amended and in accordance with any other documents executed and delivered in connection with the delivery of the Assessment Bonds.

11. **Recording and Validity of Assessments.** The Interested Parties and Lienholders, and all future owners or holders of any interest in any portion of the Property, acknowledge the District shall record the Assessments against the Property and acknowledge such recording of the Assessments shall constitute valid and enforceable liens against the respective parcels comprising the Property as shown and the amounts set forth in the Assessments, subject only to the lien for ad valorem taxes.

12. **Assessments to go to Bond.** Except as any Interested Party, or any future owner or holder of any interest in any portion of the Property, otherwise notifies the Assessment District in writing prior to the recording of the Assessments of their intent to pay all or part of their Assessment in cash, Assessments will not be paid in cash. With respect to Assessments not paid in cash, the Interested Parties request, and all future owners or holders of any interest in any portion of the Property agree, that a certified list of unpaid Assessments be filed as soon as possible after the recording of the Assessments and that Assessment District bonds amortizing the payment of the Assessments over not less than fifteen (15) years be issued and sold as soon as possible.

13. **No Reduction of Obligation.** The inability of the District or the Assessment District to assess all or any portion of the costs of the Work shall not reduce the obligation of the Interested Parties, and all future owners or holders of any interest in any portion of the Property, so long as they own all or part of any parcel comprising the Property, to pay their proportionate share of the costs of the Work.

14. **Waiver of Collateral Document Provisions.** The Interested Parties and Lienholders, and all future owners or holders of any interest in any portion of the Property, expressly waive any and all provisions of any collateral security instruments relating to the Property which prohibit the formation of the Assessment District, completion of the Work and levying and recording of the Assessments against the Property.

15. **Dedication of Property Needed to Perform the Work.** The Interested Parties and Lienholders, and all future owners or holders of any interest in any portion of the Property, consent to the dedication, without cost, of the rights-of-way, easements and other property, as required by the District or Assessment District for acquisition of the Work. The Interested Parties and Lienholders, and all future owners or holders of any interest in any portion of the Property, agree to cooperate in effectuating any required dedication, including execution of any required document.

16. **Payment of Maintenance Costs.** The Interested Parties and Lienholders, and all future owners or holders of any interest in any portion of the Property, acknowledge the District or the Assessment District may levy a tax or assessment upon the Property, all as provided by law, to pay the operation and maintenance costs of the District, the Assessment District and the Work.

17. **Indemnification Under Securities Act.** Pulte and any of the Interested Parties that intend to or do sell more than five (5) residential lots within the Assessment District, jointly and severally, agree to indemnify and hold the District and the City and each director, council member, officer, agent, legal counsel, independent contractor or employee thereof and each person, if any, who controls the District and the City, its officers, employees and agents, within the meaning of the Securities Act of 1933, as amended (the "*Securities Act*") (collectively the "*Indemnified Persons*") harmless from, from and against any and all losses, claims, damages or liabilities, including reasonable attorney's fees arising from any challenge to the formation, activities or administration of the District, or any losses, claims, damages or liabilities, including reasonable attorney's fees related to which any of the Indemnified Persons may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities, including attorney's fees (or actions in respect thereof) arise out of or are based upon any untrue statement or any alleged untrue statement or material fact set forth in any official statement applicable to the Assessment District's bonds or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or which is necessary to make the statements therein, in light of the circumstances in which they were made, not misleading in any material respect. This Section 17 shall survive the termination hereof.

18. **General Indemnification of District and Directors.** Pulte and any of the Interested Parties that intend to or do sell more than five (5) residential lots within the Assessment District, jointly and severally, agree to indemnify the District and each director, officer, agent, legal counsel, employee, independent contractor, financial advisor and the City, its officers, employees, agents, independent contractors and council members (collectively, the "*Indemnified Parties*") and shall hold the Indemnified Parties harmless from, for and against any and all claims

and reasonable costs incurred, including but not limited to reasonable attorneys' fees and other administrative or out of pocket costs actually and directly incurred by the Indemnified Parties in connection with or as the result of acts of the District or the District Board which are (i) within the scope of the District or District Board's authority under the Securities Act, or (ii) undertaken by the District or District Board in a properly advertised public meeting. This Section 18 shall survive the termination hereof.

19. **Disclosure Document.** The Interested Parties, and all future owners or holders of any interest in any portion of the Property, hereto agree that any potential purchaser of any real property subject hereto, including each potential purchaser of a residential lot within the District, shall receive a concise disclosure document that discloses the existence, the estimated payment amount and the payment terms of any portion of the Assessment applicable to the real property to be purchased. Each potential purchaser shall acknowledge in writing that the purchaser received and understood the concise disclosure document and has agreed to the terms, waivers, acknowledgments and agreements contained in this Agreement. The District agrees to maintain records of the written acknowledgments. The provisions of this Agreement shall not apply to the sale of any real property which is not subject to the Assessment.

20. **Encumbrance of the Property.** The provisions, terms and restrictions of this Agreement shall run with and bind the Property as equitable servitudes and also as covenants running with the land. Without limitation of the foregoing, in the event of any sale, transfer or other conveyance by the Interested Parties or Lienholders, and all future owners or holders of any interest in any portion thereof, the Property or such portion thereof shall continue to be bound by all of the terms, conditions and provisions hereof. Prior to the completion of the Work, the levy of the Assessments pertaining to the Work and the final hearing regarding the Assessments, any purchaser, transferee or other subsequent owner shall execute and deliver to the District the disclosure document described in Section 19 hereof, and shall take such property subject to all of the terms, conditions and provisions hereof and any purchaser, transferee or other subsequent owner shall take such property entitled to all of the rights, benefits and protections afforded the predecessor in interest thereof by the terms hereof.

21. **Recording.** This Agreement may be recorded in the office of the County Recorder of Maricopa County, Arizona.

22. **Continuing Disclosure.** So long as any Interested Party, or any future owner or holder of any interest in any portion of the Property, is the owner of a portion of the Property that is liable for 20% or more of the debt service on any Assessment District bonds, such Interested Party, solely with respect to their assessed property, will, if requested by the District, provide any and all information needed to comply with the information reporting requirements contemplated by Rule 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934.

23. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Interested Parties hereto, their future grantees, respective heirs, successors and assigns. There shall be no third party beneficiaries of this Agreement, except that solely for the purposes of receiving the benefits of the provisions of Sections 17 and 18 of this Agreement, the

Interested Parties hereto agree that the City is a third party beneficiary of the terms and provisions of Sections 17 and 18 of this Agreement.

24. **Authority.** The Interested Parties individually warrant, with respect to their own status only, that they have the requisite authority to bind the entity on whose behalf they are signing and, to the best of their knowledge, no other consents are required.

25. **Counterparts.** For convenience, this Agreement may be executed in one or more counterparts and each executed counterpart shall for all purposes be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument. This Agreement will constitute the entire agreement between the parties, and supercedes all previous written or oral agreements or understandings regarding the subject matter of this Agreement.

26. **Waiver of Claims by Interested Parties.**

(i) Except as to certain payments or reimbursements applied for by Pulte pursuant to the District Agreement, the Interested Parties knowingly and voluntarily forever release and discharge the District and all of their 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 occurring and existing prior to the date of this Agreement whether known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Interested Parties have against the District in connection with the Project arising from actions omissions, delays or other events that occurred prior to the date of this Agreement.

(ii) Except as to (1) certain issues relating to the warranty provided in connection with certain public infrastructure under the Development Agreement and claims of Pulte pertaining to the City's operation and maintenance of the Festival Wastewater Reclamation Facility; (2) the repayment to or payment by Pulte, or the refund, reimbursement or imposition of, certain development impact fees by the City in connection with the Project; (3) issues regarding the City's interpretation of Resolution 09-07; (4) any claims of Pulte in connection with requests to modify approved and constructed rights-of-way and/or design standards, ordinances, allowed densities, intensity and uses that differ from established CMP standards and the Development Agreement for the Project, (5) claims of Pulte pertaining to the City's operation and maintenance of the City owned roadway improvements located within the existing public right-of-way, and (6) claims of Pulte pertaining to the City's operation and maintenance of the Festival Water Plant No. 1 and Well Nos. 1 and 2, Interested Parties knowingly and voluntarily forever releases and discharges the City and all of their 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 occurring prior to the date of this Agreement whether known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Interested Parties have against the City in connection with the Project arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement.

(iii) None of the releases and discharges above are intended to, and do not negate or otherwise relieve the City of any executory contractual obligations under existing contracts or of any obligations under any applicable statutes or ordinances.

27. **Failure to Sell Bonds.** In the event the District fails or is otherwise unable to sell and/or deliver Assessment District bonds in an amount sufficient to allow the District to pay the amounts needed to pay the costs of the Work and upon written request of the owner of the real property within the Assessment District, the District agrees to adopt proceedings that dissolves and terminates any Assessment District or the Assessments, established by the District, encumbering the Property.

28. **Lienholders Consent.** The Interested Parties represent that the only Lienholder, as of the date hereof, is Meng Shiang Chen Ni.

29. **Further Assurances.** Without limitation of the foregoing, the Interested Parties, and all future owners and holders of any interest in any portion of the Property, shall execute and deliver to the District, upon request but at no third-party cost, all further assurances and waivers as may be required by the District and the Act to give full effect to the provisions of this Agreement, each of which further assurances and waivers by this reference shall, upon such execution, delivery and recording, be deemed incorporated herein and have the same priority as this Agreement.

30. **Future Owner Consent.** Pulte and any Interested Parties that intend to or do sell more than five (5) residential lots within the Assessment District agree that upon the sale of any portion of the Property, the Interested Parties will require the execution and delivery of Exhibit C by each purchaser, and upon request by the Assessment District the undersigned Interested Parties will execute and deliver Exhibit C to the Assessment District.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have duly affixed their signatures, all as of the day and year first written above.

FESTIVAL RANCH COMMUNITY FACILITIES
DISTRICT (CITY OF BUCKEYE, ARIZONA), an
Arizona political subdivision

By: _____
District Chairman

ATTEST:

District Clerk

APPROVED AS TO FORM:

James T. Giel, Special District Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Jackie A. Meck, Chairman of the Festival Ranch Community Facilities District (City of Buckeye, Arizona), an Arizona political subdivision.

Notary Public

My commission expires:

*Signature Page to Festival Ranch Community Facilities District (City of Buckeye, Arizona)
Waiver and Development Agreement Pertaining to Assessment District No. 11*

PULTE, as Landowner:

PULTE HOME CORPORATION, a
Michigan corporation

By _____

Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ the _____ of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation.

(Seal and Expiration Date)

Notary Public

*Signature Page to Festival Ranch Community Facilities District (City of Buckeye, Arizona)
Waiver and Development Agreement Pertaining to Assessment District No. 11*

Signature Page to Festival Ranch Community Facilities District (City of Buckeye, Arizona)
Waiver and Development Agreement Pertaining to Assessment District No. 11

LIENHOLDER

CONSENT AND AGREEMENT

Reference is made to that certain Festival Ranch Community Facilities District (City of Buckeye, Arizona) Waiver and Development Agreement, dated as of _____, 2016, initially by and among the Festival Ranch Community Facilities District, and the Interested Parties (as defined therein), to which this Lienholder Consent and Agreement is attached (the "Agreement"). All capitalized terms used and not otherwise defined in this Lienholder Consent Agreement shall have the meanings set forth in the Agreement. The undersigned, by reason of that Notice of Substitution of Trustee recorded as Instrument No. 2010-0992503, is Trustee under that certain Performance Deed of Trust recorded as Instrument No. 2004-0549496, Official Records of Maricopa County, Arizona. The beneficial interest under the Performance Deed of Trust was assigned to Meng Shiang Chen Ni ("*Beneficiary*") by Assignment of Deed of Trust recorded as Instrument No. 2010-0957274. The undersigned, in such position as Trustee and as a Lienholder having an interest in real property within the Assessment District, hereby consents to the Agreement, acknowledges that the Agreement shall bind all the Property in which the undersigned has an interest within the District, and authorizes the recordation of the Agreement with respect to all such Property. In no event, however, shall anything in this Lienholder Consent and Agreement constitute a personal assumption by the undersigned or Beneficiary of the obligations of any party under the Agreement.

DATED: _____

By _____

Date _____, 2016

_____)
_____) ss.
_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016,
by _____.

(Seal and Expiration Date)

Notary Public

ACCEPTED:

**FESTIVAL RANCH COMMUNITY
FACILITIES DISTRICT (CITY OF
BUCKEYE, ARIZONA)**

By _____

Its: District Chairman

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Jackie A. Meck, the District Chairman of Festival Ranch Community Facilities District (City of Buckeye, Arizona).

(Seal and Expiration Date)

Notary Public

EXHIBIT A

Exhibit "A"
Legal Description

Sun City Festival Special Assessment Area No. 11

Parcel No. 1

Lots 1 through 109 inclusive, of Sun City Festival Parcel N1, recorded in Book 1290, Page 34, Maricopa County Records, Arizona.

Parcel No. 2

A parcel of land situated in a portion of Section 23, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner of said Section 23, monumented by a found G.L.O. brass cap, from which the northwest corner of said Section 23, monumented by a found G.L.O. brass cap, bears as a basis of bearings North 89°36'32" West, a distance of 2645.44 feet;

Thence along the north line of the northeast quarter of said Section 23, South 89°40'27" East, a distance of 2632.95 feet to the calculated position of the northeast corner of said Section 23;

Thence departing said north line, along the east line of said Section 23, South 00°22'48" West, a distance of 280.74 feet to the northeast corner of that parcel of land depicted as Tract C-1 of the Sun City Festival Parcel HH1-1 Final Plat recorded in Book 1290 of Maps, Page 36, Maricopa County Records (M.C.R.) and the Point of Beginning;

Thence continuing along said east line, South 00°22'48" West, a distance of 395.95 feet to the northerly boundary line of that parcel of land as shown on the Final Plat of "Sun City Festival - Parcel L1-2" as recorded in Book 1231, Page 32, M.C.R.;

Thence along the boundary of said Parcel L1-2 the following eight (8) courses:

- (1) Thence North 89°36'38" West, a distance of 55.00 feet;
- (2) Thence South 00°22'48" West, a distance of 60.00 feet;
- (3) Thence South 44°36'55" East, a distance of 28.29 feet;
- (4) Thence South 00°22'48" West, a distance of 977.48 feet;
- (5) Thence South 45°22'48" West, a distance of 35.36 feet;
- (6) Thence South 00°22'48" West, a distance of 60.00 feet;

(7) Thence South $44^{\circ}37'12''$ East, a distance of 35.36 feet;

(8) Thence South $00^{\circ}22'48''$ West, a distance of 622.52 feet to the northerly line of a 175 foot wide Electric Transmission Line Easement as described in Instrument No. 93-0572904, M.C.R.;

Thence along said northerly line and the northerly line of a 175 foot wide Electric Transmission Line Easement described in Instrument No. 93-0134011, M.C.R. and Instrument No. 93-0519890, M.C.R., North $89^{\circ}37'07''$ West, a distance of 2601.59 feet to the north south mid-section line of the afore mentioned Section 23;

Thence continuing North $89^{\circ}37'07''$ West, a distance of 1632.54 feet to the west boundary line of the parcel herein described;

Thence North $00^{\circ}00'00''$ East, a distance of 552.87 feet to the southerly boundary line of the Central Arizona Project Canal as described in Docket No.13238-0646, M.C.R.;

Thence along said southerly boundary line of the Central Arizona Project Canal the following four (4) courses:

(1) Thence North $69^{\circ}27'50''$ East, a distance of 1657.38 feet;

(2) Thence South $89^{\circ}36'50''$ East, a distance of 89.73 feet;

(3) Thence North $00^{\circ}27'53''$ East, a distance of 34.32 feet;

(4) Thence North $69^{\circ}27'50''$ East, a distance of 1112.07 feet to the westerly boundary line of that parcel of land depicted as Tract C-1 of the Sun City Festival Parcel HH1-1 Final Plat recorded in Book 1290 of Maps, Page 36, M.C.R.;

Thence continuing along said southerly Central Arizona Project Canal boundary line, North $69^{\circ}27'50''$ East, a distance of 1708.66 feet to the Point of Beginning;

Parcel No. 3

A parcel of land situated in a portion of Section 22 and Section 23, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 22, monumented by a G.L.O. brass cap stamped "T4N R4W S22 S23 S27 S26 1915" from which the east quarter corner of said Section 22, monumented by a G.L.O. brass cap stamped "1/4 S22 S23 1916", bears as a Basis of Bearings North $00^{\circ}24'16''$ East, a distance of 2641.73 feet;

Thence along the south line of the southeast quarter of said Section 22 and the south boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, Maricopa County Records (M.C.R.), North $89^{\circ}44'50''$ West, a distance of

1248.82 feet to the northwesterly line of a 200 foot wide Electric Transmission Line Easement as described in Instrument No. 85-411065, M.C.R. and the Point of Beginning;

Thence continuing along the south line of the southeast quarter of said Section 22, North 89°44'50" West, a distance of 1384.41 feet to the south quarter corner of said Section 22, monumented by a G.L.O. brass cap stamped "1/4 S22 S27 1916";

Thence along the south line of the southwest quarter of said Section 22, North 89°29'15" West, a distance of 212.30 feet to the westerly boundary of the parcel herein described;

Thence departing said south line, North 47°27'37" East, a distance of 2800.39 feet;

Thence South 42°51'03" East, a distance of 466.26 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 46°37'15" West, a distance of 35.00 feet;

Thence along said curve to the left, through a central angle of 15°25'06", an arc distance of 9.42 feet to the beginning of a tangent reverse curve, concave southerly, whose radius point bears South 62°02'21" East, a distance of 55.00 feet;

Thence along said curve to the right, through a central angle of 128°22'35", an arc distance of 123.23 feet to the beginning of a tangent reverse curve, concave northeasterly, whose radius point bears, North 66°20'14" East, a distance of 35.00 feet;

Thence along said curve to the left, through a central angle of 19°11'17", an arc distance of 11.72 feet to the curve's end;

Thence South 42°51'03" East, a distance of 144.04 feet to the northeasterly prolongation of the westerly boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, M.C.R.;

Thence along said prolongation and the westerly boundary line of said Parcel S1 the following four (4) courses:

- 1.) Thence South 47°08'57" West, a distance of 54.00 feet;
- 2.) Thence South 42°51'03" East, a distance of 88.21 feet to the beginning of a tangent curve, concave northeasterly, whose radius point bears North 47°08'57" East, a distance of 687.00 feet;
- 3.) Thence along said curve to the left, through a central angle of 01°43'50", an arc distance of 20.75 feet to the northwesterly line of the said 200 foot wide Electric Transmission Line Easement as described in Instrument No. 85-411065, M.C.R. and a point of non-tangency;
- 4.) Thence South 37°38'52" West along said easement, a distance of 1681.89 feet to the Point of Beginning;

Parcel No. 4

Lots 1 through 118 and Tract N, inclusive, of Sun City Festival Parcel S1, recorded in Book 1248, Page 10, Maricopa County Records, Arizona.

Parcel No. 5

A parcel of land situated in a portion of Sections 22, 23 and 26, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the southeast corner of said Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "T4N R4W S22 S23 S27 S26 1915" from which the south quarter corner of said Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "1/4 S22 S27 1916", bears as a basis of bearings North 89°44'50" West, a distance of 2633.23 feet, also being a point on the south boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, Maricopa County Records (M.C.R.);

Thence along the southerly boundary line of said Parcel S1 the following thirteen (13) courses:

- 1.) Thence North 00°21'02" East, a distance of 115.05 feet;
- 2.) Thence South 89°38'58" East, a distance of 163.00 feet;
- 3.) Thence South 44°38'58" East, a distance of 21.21 feet;
- 4.) Thence South 88°48'54" East, a distance of 44.00 feet;
- 5.) Thence North 47°35'14" East, a distance of 20.37 feet to the beginning of a non-tangent curve, concave southwesterly, whose radius point bears, South 05°57'39" West, a distance of 378.00 feet;
- 6.) Thence along said curve to the right, through a central angle of 05°37'38", an arc distance of 37.12 feet to a point of non-tangency;
- 7.) Thence South 11°35'17" West, a distance of 114.62 feet;
- 8.) Thence South 72°49'53" East, a distance of 65.00 feet;
- 9.) Thence South 73°11'37" East, a distance of 137.42 feet;
- 10.) Thence South 78°22'46" East, a distance of 77.13 feet;
- 11.) Thence South 87°38'08" East, a distance of 77.24 feet;
- 12.) Thence North 82°10'05" East, a distance of 174.77 feet;
- 13.) Thence North 74°15'14" East, a distance of 88.77 feet to the westerly boundary line of

that parcel of land shown on the Final Plat of "Sun City Festival – Parcels E1 & F1" as recorded in Book 867, Page 14, M.C.R., also being the beginning of a non-tangent curve, concave northeasterly, whose radius point bears, North 74°15'14" East, a distance of 1865.00 feet;

Thence departing said southerly boundary line, along the westerly boundary line of said Parcel E1 & F1 the following four (4) courses:

- 1.) Thence along said curve to the left, through a central angle of 28°57'14", an arc distance of 942.46 feet to the curve's end;
- 2.) Thence South 44°41'59" East, a distance of 381.39 feet;
- 3.) Thence South 00°18'01" West, a distance of 42.43 feet;
- 4.) Thence South 44°41'59" East, a distance of 100.00 feet;

Thence departing said westerly boundary line, South 45°15'44" West, a distance of 213.60 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 44°39'03" West, a distance of 870.00 feet;

Thence along said curve to the right, through a central angle of 45°00'14", an arc distance of 683.35 feet to a point of non-tangency;

Thence North 89°38'50" West, a distance of 905.44 feet to the west line of the northwest quarter of said Section 26 and the southwest corner of this parcel;

Thence along the west line of the northwest quarter of said Section 26, North 00°21'02" East, a distance of 1622.07 to the southeast corner of said Section 22 and the Point of Beginning.

Parcel No. 6

A parcel of land situated in a portion of Section 26, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 26, monumented by a 2-1/4 inch G.L.O. brass cap stamped "T4N R4W S22 S23 S27 S26 1915" from which the south quarter corner of Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "1/4 S22 S27 1916", bears as a basis of bearings North 89°44'50" West, a distance of 2633.23 feet, also being a point on the south boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, Maricopa County Records (M.C.R.);

Thence South 00°21'02" West along the west line of the northwest quarter of said Section 26, a distance of 1622.07 feet to the Point of Beginning;

Thence South 89°38'50" East, a distance of 905.44 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears, North 00°21'11" East, a distance of 870.00 feet;

Thence along said curve to the left, through a central angle of 45°00'14", an arc distance of 683.35 feet to a point of non-tangency;

Thence North 45°15'44" East, a distance of 213.60 feet to the westerly boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcels E1 & F1" as recorded in Book 867, Page 14, M.C.R.;

Thence along said westerly boundary line, South 89°41'59" East, a distance of 42.43 feet to the westerly boundary of line of that parcel of land shown on the Final Plat of "Sun City Festival Parcels M1 & R1" as recorded in Book 943, Page 49, M.C.R.;

Thence along said westerly boundary line, South 44°41'59" East, a distance of 125.93 feet to the beginning of a tangent curve, concave southwesterly, whose radius point bears South 45°18'01" West, a distance of 2435.00 feet;

Thence continuing along said westerly boundary line and said curve to the right, through a central angle of 29°21'23", an arc distance of 1247.61 feet;

Thence departing said westerly boundary line, North 61°05'51" West, a distance of 28.21 feet;

Thence South 73°28'41" West, a distance of 139.12 feet to the beginning of a tangent curve, concave southerly, whose radius point bears South 16°31'19" East, a distance of 320.00 feet;

Thence southwesterly along said curve to the left, through a central angle of 25°30'45", an arc distance of 142.49 feet to the curve's end;

Thence South 47°57'56" West, a distance of 66.86 feet to the beginning of a tangent curve, concave northwesterly, whose radius point bears North 42°02'04" West, a distance of 100.00 feet;

Thence westerly along said curve to the right, through a central angle of 10°18'17", an arc distance of 17.99 feet to the curve's end;

Thence South 58°16'13" West, a distance of 23.61 feet;

Thence South 13°18'44" East, a distance of 88.77 feet;

Thence North 76°41'16" East, a distance of 76.32 feet;

Thence South 12°19'03" East, a distance of 156.93 feet;

Thence South 54°40'11" East, a distance of 89.91 feet;

Thence North 80°34'41" East, a distance of 250.15 feet to the westerly boundary line of that parcel of land as depicted on the Final Plat of "Sun City Festival Parcels M1 & R1" as recorded in Book 943, Page 49, M.C.R.;

Thence along said westerly boundary line, South 10°40'03" East, a distance of 195.34 feet;

Thence continuing along said westerly boundary line, South 34°53'22" West, a distance of 56.02 feet to a non-tangent curve, whose radius point bears North 09°33'12" West, a distance of 5400.00 feet;

Thence continuing along said westerly boundary line and along said curve to the right, through a central angle of 04°08'16", an arc distance of 389.99 feet to a point of non-tangency;

Thence South 84°32'16" West, a distance of 2143.20 feet to the westerly line of said Section 26;

Thence North 00°24'17" East, a distance of 633.35 feet to the west quarter corner of said Section 26;

Thence North 00°21'02" East, along said west section line a distance of 1017.96 feet to the Point of Beginning.

Parcel No. 7

A parcel of land situated in a portion of Sections 25 and 26, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section 25, monumented by a found G.L.O. brass cap stamped "S25 S30 1915", from which the west quarter corner of said Section 25, monumented by a found Maricopa County Highway Department brass cap in hand hole, bears as a basis of bearings North 89°35'39" West, a distance of 5,280.12 feet;

Thence along the east-west mid-section line of said Section 25, North 89°35'39" West, a distance of 2,828.01 feet;

Thence departing said east-west mid-section line, North 00°24'21" East, a distance of 100.00 feet to a line 100.00 feet north of and parallel with the centerline of Sun Valley Parkway as recorded in Book 33, Page 4, Maricopa County Records (M.C.R.) and the Point of Beginning;

Thence along said parallel line, North 89°35'39" West, a distance of 2,452.06 feet to an angle point and a line 100.00 feet north of and parallel with the centerline of said Sun Valley Parkway;

Thence along said parallel line, North 89°31'54" West, a distance of 133.94 feet to the beginning of a non-tangent curve, concave southerly, whose radius point bears South 00°25'14" West, a distance of 5,600.00 feet;

Thence along said curve to the left, through a central angle of 00°31'08", an arc distance of 50.71 feet to the easterly boundary line of Sun City Festival Parcel R1 as recorded in Book 1192, Page 27, M.C.R.;

Thence along the easterly boundary line of said Sun City Festival Parcel R1 the following seven (7) courses:

- 1.) Thence North $12^{\circ}10'12''$ East, a distance of 185.53 feet;
- 2.) Thence North $56^{\circ}51'32''$ West, a distance of 163.68 feet;
- 3.) Thence North $48^{\circ}39'59''$ East, a distance of 115.24 feet;
- 4.) Thence North $15^{\circ}38'29''$ West, a distance of 22.19 feet;
- 5.) Thence North $49^{\circ}30'08''$ East, a distance of 44.00 feet to the beginning of a non-tangent curve, concave northeasterly, whose radius point bears North $49^{\circ}30'08''$ East, a distance of 253.00 feet;
- 6.) Thence along said curve to the right, through a central angle of $05^{\circ}35'53''$, an arc distance of 24.72 feet to a point of non-tangency;
- 7.) Thence North $55^{\circ}06'01''$ East a distance of 115.00 feet;

Thence departing the easterly boundary line of said Sun City Festival Parcel R1, South $40^{\circ}17'24''$ East, a distance of 30.60 feet;

Thence South $59^{\circ}41'17''$ East, a distance of 56.75 feet;

Thence South $77^{\circ}04'36''$ East, a distance of 62.79 feet;

Thence South $77^{\circ}49'48''$ East, a distance of 64.98 feet;

Thence South $12^{\circ}10'12''$ West, a distance of 114.96 feet;

Thence South $77^{\circ}49'48''$ East, a distance of 76.36 feet;

Thence North $12^{\circ}10'12''$ East, a distance of 109.96 feet;

Thence South $77^{\circ}49'48''$ East, a distance of 14.99 feet;

Thence North $12^{\circ}10'12''$ East, a distance of 134.57 feet;

Thence North $26^{\circ}46'40''$ East, a distance of 104.35 feet;

Thence North $82^{\circ}06'21''$ East, a distance of 83.84 feet;

Thence South $07^{\circ}53'39''$ East, a distance of 114.96 feet to the beginning of a non-tangent curve, concave southwesterly, whose radius point bears South $07^{\circ}53'39''$ East, a distance of 44.98 feet;

Thence along said curve to the right, through a central angle of $40^{\circ}37'27''$, an arc distance of 31.89 feet to the beginning of a tangent reverse curve, concave northeasterly, whose radius point bears North $32^{\circ}43'48''$ East, a distance of 24.99 feet;

Thence along said curve to the left, through a central angle of $22^{\circ}18'59''$, an arc distance of 9.73 feet to the beginning of a tangent compound curve, concave northeasterly, whose radius point bears North $10^{\circ}24'49''$ East, a distance of 1413.77 feet;

Thence along said curve to the left, through a central angle of $01^{\circ}47'00''$, an arc distance of 44.01 feet to a point of non-tangency;

Thence North $08^{\circ}37'48''$ East, a distance of 114.96 feet;

Thence South $84^{\circ}11'35''$ East, a distance of 127.95 feet;

Thence North $88^{\circ}46'23''$ East, a distance of 129.11 feet;

Thence South $89^{\circ}35'23''$ East, a distance of 104.24 feet;

Thence South $61^{\circ}07'04''$ East, a distance of 81.16 feet;

Thence South $32^{\circ}38'44''$ East, a distance of 88.04 feet;

Thence South $00^{\circ}24'37''$ West, a distance of 136.43 feet;

Thence South $02^{\circ}31'53''$ West, a distance of 135.05 feet;

Thence South $89^{\circ}35'23''$ East, a distance of 221.48 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North $00^{\circ}23'47''$ East, a distance of 542.81 feet;

Thence along said curve to the left, through a central angle of $10^{\circ}24'07''$, an arc distance of 98.55 feet to a point of non-tangency;

Thence North $80^{\circ}00'20''$ East, a distance of 13.19 feet;

Thence North $05^{\circ}43'20''$ West, a distance of 220.10 feet;

Thence North $07^{\circ}30'44''$ West, a distance of 238.85 feet;

Thence North $17^{\circ}36'45''$ East, a distance of 37.91 feet to the southerly boundary line of Sun City Festival – Parcel A1 as recorded in Book 722, Page 2, M.C.R.;

Thence along the southerly boundary line of said Sun City Festival – Parcel A1 the following ten (10) courses:

- 1.) Thence South $74^{\circ}01'32''$ East, a distance of 115.00 feet to the beginning of a non-tangent curve, concave easterly, whose radius point bears South $74^{\circ}01'32''$ East, a distance of 45.00 feet;
- 2.) Thence along said curve to the left, through a central angle of $40^{\circ}53'06''$, an arc distance of 32.11 feet to the beginning of a tangent reverse curve, concave southwesterly, whose radius point bears South $65^{\circ}05'22''$ West, a distance of 45.00 feet;

- 3.) Thence along said curve to the right, through a central angle of $19^{\circ}11'18''$, an arc distance of 15.07 feet to the curve's end;
- 4.) Thence South $05^{\circ}43'20''$ East, a distance of 30.87 feet;
- 5.) Thence North $84^{\circ}16'40''$ East, a distance of 44.00 feet;
- 6.) Thence North $05^{\circ}43'20''$ West, a distance of 41.81 feet;
- 7.) Thence North $36^{\circ}38'43''$ East, a distance of 22.17 feet;
- 8.) Thence North $79^{\circ}00'46''$ East, a distance of 96.13 feet;
- 9.) Thence South $10^{\circ}59'14''$ East, a distance of 115.00 feet;
- 10.) Thence North $84^{\circ}27'11''$ East, a distance of 210.95 feet to the westerly boundary line of Sun City Festival – Parcel A1 as recorded in Book 1129, Page 11, M.C.R.;

Thence along the southerly boundary line of said Sun City Festival – Parcel A1 the following nine (9) courses:

- 1.) Thence North $79^{\circ}00'46''$ East, a distance 80.00 feet;
- 2.) Thence North $67^{\circ}00'57''$ East, a distance of 81.79 feet;
- 3.) Thence North $79^{\circ}00'46''$ East, a distance of 80.00 feet;
- 4.) Thence South $29^{\circ}31'12''$ East, a distance of 33.30 feet;
- 5.) Thence North $49^{\circ}25'22''$ East, a distance of 137.65 feet to the beginning of a non-tangent curve, concave northeasterly, whose radius point bears North $49^{\circ}25'22''$ East, a distance of 200.00 feet;
- 6.) Thence along said curve to the left, through a central angle of $03^{\circ}33'19''$, an arc distance of 12.41 feet to the curve's end;
- 7.) Thence South $44^{\circ}07'57''$ East, a distance of 47.64 feet;
- 8.) Thence North $45^{\circ}52'03''$ East, a distance of 164.62 feet;
- 9.) Thence North $33^{\circ}20'23''$ East, a distance of 48.41 feet to the southerly boundary line of Sun City Festival – Parcel A1 as recorded in Book 722, Page 2, M.C.R.;

Thence along the southerly boundary line of said Sun City Festival – Parcel A1 the following two (2) courses:

- 1.) Thence South $56^{\circ}39'37''$ East, a distance of 225.62 feet;

2.) Thence South 00°24'21" West, a distance of 712.86 feet to the Point of Beginning.

Parcel No. 8

Lots 163 through 261 and Lots 356 through 367, inclusive, of the final replat of "Festival Foothills – Phase II" recorded in Book 1045, Page 11, Maricopa County Records, Arizona and Lots 157 through 162, inclusive, of the Final Plat of "Festival Foothills – Phase II", recorded in Book 938, Page 42, Maricopa County Records, Arizona.

Parcel No. 9

A parcel of land situated in a portion of Section 22, Township 4 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the southeast corner of said Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "T4N R4W S22 S23 S27 S26 1915" from which the south quarter corner of said Section 22, monumented by a 2-1/4 inch G.L.O. brass cap stamped "1/4 S22 S27 1916", bears as a basis of bearings North 89°44'50" West, a distance of 2633.23 feet, also being a point on the south boundary line of that parcel of land shown on the Final Plat of "Sun City Festival – Parcel S1" as recorded in Book 1248, Page 10, Maricopa County Records (M.C.R.);

Thence along said south boundary line, North 89°44'50" West, a distance of 585.00 feet to the Point of Beginning;

Thence continuing along the south line of the southeast quarter of said Section 22, North 89°44'50" West, a distance of 248.45 feet to the easterly boundary line of that 130 foot wide Electric Transmission Line Easement as described in Instrument No. 85-411077, M.C.R. and the westerly boundary of the parcel herein described;

Thence along said electric easement, North 37°38'52" East, a distance of 212.03 feet to a non-tangent curve, concave northerly, whose radius point bears North 17°48'26" East, a distance of 178.00 feet;

Thence southeasterly along said curve to the left, through a central angle of 17°27'24", an arc distance of 54.23 feet to the curve's end;

Thence South 89°38'58" East, a distance of 66.57 feet;

Thence South 00°21'02" West, a distance of 160.05 feet to the Point of Beginning.

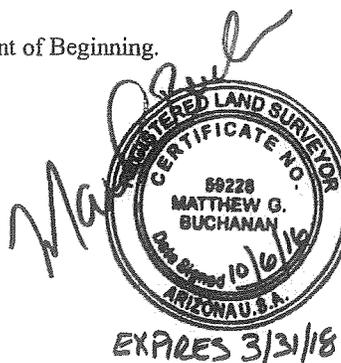


EXHIBIT B

PUBLIC INFRASTRUCTURE

"Public Infrastructure" means, for purposes of this Agreement, the following:

<u>Parcels</u>	<u>No. of Lots</u>	<u>Est. Costs of Regional Drainage Improvements</u>	<u>Description of Regional Drainage Improvements</u>	<u>Linear Feet</u>	<u>Estimated Date of Completion</u>
Sun City Festival N1	1,369	\$2,828,505	Shotcrete	4,700	Completed
Sun City Festival Q1			Channel		June 2016
Sun City Festival S1			Pipe Culvert 1		
Sun City Festival T1			Headwalls and Wingwalls		
Sun City Festival U1			Box Culvert 2		
Sun City Festival AA1			Headwalls and Wingwalls		
Sun City Festival HH1-1-2			Box Culvert 3		
Sun City Festival HH1-3-6			Headwalls and Wingwalls		
Festival Foothills Unit 19			Box Culvert 4 Headwalls and Wingwalls		
			Box Culvert 5 Headwalls and Wingwalls		
			Box Culvert 6 Headwalls and Wingwalls		
			Box Culvert 7 Headwalls and Wingwalls		
			Rip-Rap		

4.

4.

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4.

**CITY OF BUCKEYE
COMMUNITY FACILITIES DISTRICT
BOARD ACTION REPORT**

(You may add additional text by double clicking next to the text box or drop down menu)

MEETING DATE:	November 1, 2016	AGENDA ITEM:	4.
DATE PREPARED:	October 12, 2016	DISTRICT NO.:	Choose an item. 4.
STAFF LIAISON:	Larry D. Price	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

ACTION TITLE: Resolution of the Board of Directors of the Festival Ranch Community Facilities District ordering the Public Infrastructure Project performed as described in Resolution No. 08-16 relating to Assessment District No. 11

09-16

ITEM PUBLIC HEARING

RECOMMENDATIONS:

Board to adopt Resolution No. 09-16 ordering the public infrastructure project acquired or performed as described in Resolution 08-16.

SUMMARY

PROJECT DESCRIPTION:

Acquire regional drainage improvements benefitting approximately 1,400 lots for single family homes located within the Festival Ranch Community Facilities District.

BENEFITS:

This financing allows the developer, Pulte Home Corporation, to be reimbursed for a portion of the cost of the public infrastructure, while causing the eventual homeowner to be responsible for their respective share of the cost in the form of a special assessment in the amount of \$2,000. Homeowners may pay the assessment in full or may pay over a period of time in the form of debt service on the District bonds.

FUTURE ACTION: (Board and Staff)

Approve the levy of an assessment and assessment diagram at a future meeting.
Record the Assessment in the amount of \$2,000 per lot or a prorated assessment amount on an acreage basis.
Approve the sale and issuance of District special assessment bonds at a future meeting.

ATTACHMENTS: **ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK
Resolution No. 09-16

FINANCIAL NARRATIVE:

[Click here to enter text.](#)

CURRENT FISCAL YEAR TOTAL COST

[Click here to enter text.](#)

BUDGETED UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y:

[Click here to enter text.](#)

FUND / DEPARTMENT (GL#):

[Click here to enter text.](#)

RESOLUTION NO. 09-16 (Festival Ranch)

RESOLUTION OF THE BOARD OF DIRECTORS OF THE FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) ORDERING THE PUBLIC INFRASTRUCTURE PROJECT PERFORMED AS DESCRIBED IN RESOLUTION NO. 08-16.

WHEREAS, on November 1, 2016, the Board of Directors (the "*Board*") of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) passed and adopted Resolution No. 08-16 (the "*Resolution of Intention*"), declaring its intention to acquire the Project (as defined in the Resolution of Intention), together with all appurtenances and adjuncts necessary; determining that the District's special assessment revenue bonds shall be issued to represent the costs and expenses thereof; declaring the Project to be of more than local or ordinary public benefit; declaring that the costs and expenses thereof shall be assessed upon the Assessment District; and providing that the Project shall be performed under the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, and all amendments thereto; and

WHEREAS, the Festival Ranch Community Facilities District (City of Buckeye, Arizona) Waiver and Development Agreement Pertaining to Assessment District No. 11 (the "*Waiver*") has been signed by all property owners in the Assessment District and any other persons having an interest in the property within the Assessment District, waiving, among other things, all requirements for notice and time for protests against the Project and objections to the extent of the Assessment District; and

WHEREAS, the Board has thereby acquired jurisdiction to order the acquisition and performance of the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) as follows:

Section 1. **Definitions.** In this resolution, terms defined in the Resolution of Intention shall have the same meanings herein as therein.

Section 2. **Findings.** In accordance with A.R.S. Section 48-579, the Board hereby finds there are no protests against the Project and there are no objections to the extent of the Assessment District.

Section 3. **Ordering the Performance of the Project.** By virtue of the authority vested in Title 48, Chapter 4, Article 6, Arizona Revised Statutes, and all amendments thereto, the Board hereby orders the acquisition or performance of the Project as described in the Resolution of Intention. The District Engineer shall cause to be prepared, if and where necessary, final Plans and contract documents for the Project. The acquisition of any portion of the Project may be performed upon the sale and delivery of the Bonds in an amount sufficient to pay the costs of acquisition.

Section 4. Assessment and Collection. The District Engineer and Superintendent of Streets are hereby authorized and directed to prepare and record an assessment against the real property contained within the Assessment District. The assessment shall be allocated among the parcels and lots within the Assessment District as shown on the assessment diagram, in the manner established by the District Engineer. The treasurer of the District is hereby directed to make demand on the owners of the real property assessed for advance cash payment of the amount assessed.

PASSED, ADOPTED AND APPROVED by the Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) on November 1, 2016.

Jackie A. Meck, District Chairman

ATTEST:

District Clerk

APPROVED AS TO FORM

Gust Rosenfeld, P.L.C.
Bond Counsel

CERTIFICATE

I hereby certify that the above and foregoing Resolution No. 09-16 was duly passed by the Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) at a regular meeting held on November 1, 2016, and that a quorum was present thereat and that the vote thereon was ____ ayes and ____ nays. ____ did not vote or were absent.

District Clerk

5.

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**CITY OF BUCKEYE
COMMUNITY FACILITIES DISTRICT
BOARD ACTION REPORT**

(You may add additional text by double clicking next to the text box or drop down menu)

MEETING DATE:	November 1, 2016	AGENDA ITEM:	5.
DATE PREPARED:	October 11, 2016	DISTRICT NO.:	6
STAFF LIAISON:	Larry Price, Finance Director	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

ACTION / MOTION: *(This language identifies the formal motion to be made by the Board)*

Board to take action on Resolution 05-16 of the Board of Directors of Verrado District 1 Community Facilities District (City of Buckeye, Arizona) adopting Issuance and Post-Issuance Compliance Procedures and Continuing Disclosure Compliance Procedures relating to tax-exempt bonds for the Verrado District 1 Community Facilities District (City of Buckeye, Arizona); and providing for an effective date.

ITEM PUBLIC HEARING

SUMMARY

PROJECT DESCRIPTION:

Adoption of Issuance and Post-Issuance Compliance Procedures and Continuing Disclosure Compliance Procedures relating to Tax-Exempt Bonds.

BENEFITS:

The District previously issued tax-exempt bonds. The District is in the process of issuing additional tax-exempt bonds. In connection with the issuance of tax-exempt bonds, the District covenants to provide continuing disclosure of certain information and take necessary action so the bonds maintain a tax-exempt status. The District already engages in these activities, and it is considered a "best practice" for an issuer of tax-exempt bonds, like the District, to formally adopt these procedures. The procedures will also help provide continuity in the event of changes to Finance Department staff.

FUTURE ACTION: *Board and staff, does this need to be communicated internally/externally?*

No new actions. As applicable, District staff will continue to 1) undertake activities to maintain the tax-exempt status of the District's bonds and 2) provide continuing disclosure related to the District's bonds.

FINANCIAL IMPACT STATEMENT: *Must be completed before submission*

The District is already following these procedures to the extent applicable. Therefore there should not be any additional District costs related to these procedures.

CURRENT FISCAL YEAR TOTAL COST

\$0

BUDGETED UNBUDGETED FISCAL YEAR BUDGET (check one)

F/Y: \$0

FUND / DEPARTMENT (GL#):

Verrado Dist 1 CFD Funds

ATTACHMENTS: ***ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*
Resolution 05-16

RESOLUTION NO. 05-16 (Verrado District 1)

A RESOLUTION OF THE BOARD OF DIRECTORS OF VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) ADOPTING ISSUANCE AND POST-ISSUANCE COMPLIANCE PROCEDURES AND CONTINUING DISCLOSURE COMPLIANCE PROCEDURES RELATING TO TAX-EXEMPT BONDS FOR THE VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Verrado District 1 Community Facilities District (City of Buckeye, Arizona) (the "District") has issued tax-exempt bonds (the "Bonds"); and

WHEREAS, federal tax law encourages the District to develop issuance and post-issuance compliance procedures related to the Bonds; and

WHEREAS, the District desires to adopt written issuance and post-issuance compliance procedures related to the Bonds; and

WHEREAS, the District has entered into continuing disclosure undertakings in connection with the Bonds, which require the District to disclose certain financial information; and

WHEREAS, the District desires to adopt written compliance procedures related to the continuing disclosure undertakings;

NOW, THEREFORE, BE IT RESOLVED by the Chair and Board of Directors of the District, as follows:

Section 1. That the Chair and Board of Directors of the District adopt the Issuance and Post-Issuance Compliance Procedures Relating to Tax-Exempt Bonds for the District in substantially the form attached hereto as Exhibit A.

Section 2. That the Chair and Board of Directors of the District adopt the Continuing Disclosure Compliance Procedures Regarding the Securities and Exchange Commission's Rule 15c2-12 attached hereto as Exhibit B.

Section 3. This resolution shall become effective immediately upon its passage and thereupon and thereafter the same shall be in full force and effect.

PASSED, ADOPTED AND APPROVED by the Chair and Board of Directors of the Verrado District 1 Community Facilities District (City of Buckeye, Arizona), Maricopa County, Arizona, on this 1st day of November, 2016.

District Chair

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Bond Counsel

CERTIFICATE

I, the undersigned, Lucinda Aja, being the duly appointed, qualified District Clerk of the Verrado District 1 Community Facilities District (City of Buckeye, Arizona), Maricopa County, Arizona, certify that the foregoing Resolution No. 05-16, is a true, correct, and accurate copy of Resolution No. 05-16 passed and adopted at a Regular Meeting of the Board of Directors of Verrado District 1 Community Facilities District (City of Buckeye, Arizona), Maricopa County, Arizona held on the 1st day of November, 2016, at which a quorum was present and, the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent.

Given under my hand and seal this 1st day of November, 2016.

District Clerk

EXHIBIT A

ISSUANCE AND POST-ISSUANCE COMPLIANCE PROCEDURES RELATING TO TAX-EXEMPT BONDS FOR THE VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

Date of Implementation: November 1, 2016.

I. INTRODUCTION

Many conditions, restrictions and requirements must be complied with to permit and preserve the tax-exempt treatment of bonds and other financings by the Verrado District 1 Community Facilities District (City of Buckeye, Arizona) (the "District"). Prior to issuance, the District and its bond counsel will review the facts and the reasonable expectations to determine if the issue will comply with these conditions, restrictions and requirements at the time of issuance. There are certain actions the District must perform after issuance to preserve the favorable tax treatment, and certain actions of the District after issuance can adversely affect the tax treatment. In addition, the District must maintain proper records to demonstrate compliance. Because tax benefits may be critical to the investors' decision to purchase the bonds or other obligations, the District covenants to the bond purchasers to comply with all of the conditions, restrictions and requirements throughout the life of the bonds.

To ensure compliance, the District must identify a single person with overall compliance responsibility. The District Treasurer (Finance Director), or his or her designee, will be the responsible person and is referred to in these procedures as the Bond Compliance Official. Anyone with any questions about the bonds, the proceeds of the bonds, the facilities financed with the bonds or compliance with the conditions, restrictions and requirements should discuss them with the Bond Compliance Official who shall, as necessary, discuss them with bond counsel. The Bond Compliance Official shall meet with bond counsel to discuss these requirements and from time to time any changes in these requirements. In the event the District fails to comply with these procedures, the Bond Compliance Official shall meet with bond counsel as soon as practicable after the discovery of the failure to comply in order to discuss the steps required to correct the noncompliance.

1. **INVESTMENT OF PROCEEDS UNTIL EXPENDED.**

Detailed records of investments and earnings will be made and kept by the District with respect to all bond proceeds.

Generally, proceeds of bonds cannot be invested at a yield higher than the bond yield unless during certain specific temporary periods. Therefore, prior to closing, the Bond Compliance Official will determine with bond counsel which funds do or do not qualify for a temporary period. Qualifying information will be set out in a tax certificate. No proceeds will be invested at a yield higher than the bond yield unless they qualify. If the actual facts regarding the use of proceeds change from what was reasonably expected at closing, the Bond Compliance Official will discuss those changes with bond counsel to see if the temporary periods are changed.

Bond proceeds include the amount received from the sale of the bonds, amounts held in a payment or reserve fund for the bonds *and investment earnings on those amounts*.

The proceeds will not be invested in any investment where a yield cannot be determined.

Any investment in a guaranteed investment contract or similar investment agreement will be made only in compliance with the bidding requirements as reviewed by bond counsel.

Bond proceeds will be invested so that they can be tracked separately from any other funds of the District. The District will work with the registrar, trustee or other applicable person or entity to be sure that invested earnings are properly allocated between bond proceeds and other funds.

2. **USE OF PROCEEDS.**

Detailed records will be made and kept by the District with regard to the use of bond proceeds. For each expenditure, the amount, date of and purpose will be recorded. If the project is also funded with non-bond proceeds, the records will reflect an allocation of expenditures between bond proceeds and other funds. No proceeds will be used to reimburse an expenditure made prior to the issue date of the bonds unless the reimbursement requirement, including the prior declaration of intent to reimburse, has been fully complied with and evidence of such compliance is maintained. The District's Board, by taking action, or the District Treasurer (Finance Director) or his or her designee, is authorized to complete the declaration of intent to reimburse.

Under federal tax law, the District is expected to exercise diligence (A) to expend the proceeds, (B) to enter into within six months of the issue date a binding contract to expend at least 10% of the proceeds and (C) to have expended most of the proceeds within three years. After the

third anniversary of the issue, any remaining proceeds in the construction account must be yield restricted.

The Bond Compliance Official shall periodically review the progress of the projects and the expenditure of proceeds to ensure timely expenditure of proceeds.

3. USE OF BOND FINANCED FACILITIES.

Detailed records of the use of proceeds will identify those facilities that are financed in whole or in part with bond proceeds and must reflect the allocation of bond proceeds and other funds used. Any sale or lease to, or other agreement for use by, a private party in a trade or business can adversely affect the tax status of the bonds. The District will not sell or lease any bond financed property or enter into any agreement with non-governmental entities for use or management of any bond financed property without a thorough review by the Bond Compliance Official and bond counsel. Although not a comprehensive list, the Bond Compliance Official will review the following types of transactions with bond counsel prior to entering into any agreement with non-governmental entities or persons: (a) the sale or lease of any bond financed property, (b) any management contracts with a food service provider, (c) any research agreements and (d) public-private partnerships. The Bond Compliance Official shall periodically review the use of all bond-financed facilities to ensure compliance with the private use restrictions. In the event the District takes action that causes the bonds to meet the private business tests or private loan financing test, the Bond Compliance Official shall meet with bond counsel as soon as practicable after the issue is discovered to discuss the steps required to correct the noncompliance, including, if necessary, redeeming or defeasing all of the bonds that meet the private business tests or private loan financing test.

4. ARBITRAGE REBATE.

Any time that bond proceeds are permitted to be invested at a yield higher than the bond yield, the amount earned over the bond yield is arbitrage. With certain exceptions, the District is obligated to pay over (rebate) to the United States any arbitrage earned. The District will keep complete and accurate records of all investments of bond proceeds and all information supporting any applicable exceptions to the rebate requirement and will retain or ensure that the registrar or trustee has retained a professional rebate consultant to review the records and prepare a report so that the District or the registrar or trustee can make any necessary rebate payments. Unless exempt, the District must, at a minimum, make payments at every fifth anniversary of the issue and upon final

payment. The Bond Compliance Official will review any exemption prior to each fifth anniversary and upon final payment to determine if any facts have changed which might eliminate the exemption.

5. **RECORD RETENTION.**

All records concerning the bond issue, including

- a) the transcript of the original proceedings,
- b) investment of proceeds,
- c) use and allocation of proceeds, including the declaration of intent to reimburse,
- d) non-governmental use of bond financed property,
- e) payment of principal and interest on the bonds,
- f) the interest rate or rates on the bonds from time to time, if variable,
- g) compliance with reimbursement requirements,
- h) refunding of all or part of the bonds, and
- i) payment of arbitrage rebate or information supporting any exemption to rebate, and

shall be kept for the life of the bonds plus three years (and in compliance with any State of Arizona records retention policies) and, if the bonds are refunded, for the life of all of the refunding bonds plus three years (and in compliance with any State of Arizona records retention policies).

6. **EMMA REMINDER.**

As an issuer of bonds, the District is also required to provide ongoing disclosures in the form of annual financing information and certain listed events, currently filed on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system.

EXHIBIT B

**CONTINUING DISCLOSURE COMPLIANCE PROCEDURES REGARDING THE
SECURITIES AND EXCHANGE COMMISSION'S RULE 15C2-12
FOR THE VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT (CITY OF
BUCKEYE, ARIZONA)**

Date of Implementation: November 1, 2016.

The Verrado District 1 Community Facilities District (City of Buckeye, Arizona) (the "District") is required to file audited financial statements, if any, and certain financial and operating information and operating data required by its continuing disclosure undertakings. Compliance includes ensuring that all of the tables and information required by the continuing disclosure undertakings are filed on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA") no later than February 1 of each fiscal year while the District's bonds are outstanding.

The annual February 1st date will be put into a docket/diary/tickler system which is maintained by a minimum of two people so that it will not be overlooked. The implementation of these procedures and the follow-through are extremely important; the District will agree to them in connection with bond issuances and has agreed to them in past continuing disclosure undertakings. When those listed on the docket/diary/tickler system leave the District's employment new names will be added and the incoming employees who will be responsible for the EMMA filings will be briefed so that consistency is maintained.

The Municipal Securities Rulemaking Board maintains a tool that allows the District to schedule automated e-mail reminders for these annual filings through EMMA. The District can add up to three e-mail recipients, so multiple staff members may be included on the alert. Please see the instructions below:

To schedule the alerts, access EMMA at www.emma.msrb.org and click on the EMMA Dataport tab. Click on the "Login" button and enter your login information (User ID and password). From the

Continuing Disclosure tab of the EMMA Dataport Submission Portal, click on "Schedule and manage e-mail reminders for recurring financial disclosures." Click the "Create Reminder" link to access the scheduling form.

Note: Some districts engage auditors or a dissemination agent to actually do the EMMA filings. If such an agreement is in effect, the District is still responsible if the auditor or dissemination agent fails to timely file the required annual statement. Thus, even if the auditor or dissemination agent agrees to make the required filings, the District will follow the February 1 schedule and inquire of the District's auditor or dissemination agent to determine if the February 1 filing deadline will be met. If the deadline may not be met, it is the District's, and not the District's auditors' or dissemination agents', responsibility to file a notice with EMMA indicating that the deadline will not be met and an estimate as to when the audited financial statement and operating data will be filed. In lieu of audited financial statements, unaudited financial statements may be filed until audited financial statements are available.

The District is also required to file notices of "Listed Events" within ten days of such events or occurrence. Please note: not all of the District's existing continuing disclosure undertakings may have the same Listed Events. There can be no guarantee that the regulations concerning Listed Events (Securities and Exchange Commission Rule 15c2-12) will not change and that additional events may be added in the future. You should check with the District's bond counsel at the time future bonds are issued to determine if the Listed Events have been changed and, if the later continuing disclosure undertaking differs from below. The events are listed below (and can also be found in the District's continuing disclosure undertakings):

Reporting of Listed Events (as in the continuing disclosure undertaking).

This section shall govern the giving of notices of the occurrence of any of the following events with respect to the securities.

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service (the "IRS") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of Bondholders, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the Bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the District, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action nor the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Notice of a failure of the District to provide required annual financial information on or before the date February 1, including any non-appropriation to cover applicable costs.

Whether events subject to the standard "material" meet that standard shall be determined under applicable federal securities laws.

Below is a short description of how to file notice of occurrence of "Listed Events" with EMMA:

Save the Listed Events notice on your computer. You will also need the information contained in the Listed Events notice, so please print out a copy of the Listed Events notice.

1. Login to EMMA
<http://dataport.emma.msrb.org>
2. Click CREATE Continuing Disclosure Submission
3. Check Event Filing, click Next
4. Check "Type of Event" – In the description box type: "[type of notice]"
5. Check "I don't know my CUSIP -9s" and then use the District's base CUSIP number to find the affected bonds.
6. Check "all issues for issuer", click Next
7. Click upload
8. Update contact information, if necessary
9. Upload the Listed Events notice (must be in PDF, word-searchable format)
10. Click preview
11. Publish the documents to EMMA
12. Print receipt and save in your bond documents for the life of the bonds.

Please note there is only a limited save option on EMMA. Therefore you will not be able to start entering the information, exit and continue later.

Additional note: when filing, EMMA will ask for the District's six digit CUSIP number ("*base CUSIP number*"). The District's base CUSIP number is 92511Q.

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**CITY OF BUCKEYE
COMMUNITY FACILITIES DISTRICT
BOARD ACTION REPORT**

(You may add additional text by double clicking next to the text box or drop down menu)

MEETING DATE:	November 1, 2016	AGENDA ITEM:	6.
DATE PREPARED:	October 11, 2016	DISTRICT NO.:	3
STAFF LIAISON:	Larry Price, Finance Director	DIRECTOR APPROVAL:	LDP
DEPARTMENT:	Finance	FINANCE APPROVAL:	LDP

Will not be added without both approvals

ACTION / MOTION: *(This language identifies the formal motion to be made by the Board)*

Board to take action on Resolution 05-16 of the Board of Directors of Westpark Community Facilities District (City of Buckeye, Arizona) adopting Issuance and Post-Issuance Compliance Procedures and Continuing Disclosure Compliance Procedures relating to tax-exempt bonds for the Westpark Community Facilities District (City of Buckeye, Arizona); and providing for an effective date.

ITEM PUBLIC HEARING

SUMMARY

PROJECT DESCRIPTION:

Adoption of Issuance and Post-Issuance Compliance Procedures and Continuing Disclosure Compliance Procedures relating to Tax-Exempt Bonds.

BENEFITS:

The District previously issued tax-exempt bonds. The District is in the process of issuing additional tax-exempt bonds. In connection with the issuance of tax-exempt bonds, the District covenants to provide continuing disclosure of certain information and take necessary action so the bonds maintain a tax-exempt status. The District already engages in these activities, and it is considered a "best practice" for an issuer of tax-exempt bonds, like the District, to formally adopt these procedures. The procedures will also help provide continuity in the event of changes to Finance Department staff.

FUTURE ACTION: *Board and staff; does this need to be communicated internally/externally?*

No new actions. As applicable, District staff will continue to 1) undertake activities to maintain the tax-exempt status of the District's bonds and 2) provide continuing disclosure related to the District's bonds.

FINANCIAL IMPACT STATEMENT: *Must be completed before submission*

The District is already following these procedures to the extent applicable. Therefore there should not be any additional District costs related to these procedures.

CURRENT FISCAL YEAR TOTAL COST

\$0

BUDGETED UNBUDGETED FISCAL YEAR BUDGET (check one) F/Y:

\$0

FUND / DEPARTMENT (GL#):

Westpark CFD Funds

ATTACHMENTS: ***ADDITIONAL INFORMATION AVAILABLE IN THE OFFICE OF THE CITY CLERK*

Resolution 05-16

RESOLUTION NO. 05-16 (Westpark)

A RESOLUTION OF THE BOARD OF DIRECTORS OF WESTPARK COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) ADOPTING ISSUANCE AND POST-ISSUANCE COMPLIANCE PROCEDURES AND CONTINUING DISCLOSURE COMPLIANCE PROCEDURES RELATING TO TAX-EXEMPT BONDS FOR THE WESTPARK COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Westpark Community Facilities District (City of Buckeye Arizona) (the "District") has issued tax-exempt bonds (the "Bonds"); and

WHEREAS, federal tax law encourages the District to develop issuance and post-issuance compliance procedures related to the Bonds; and

WHEREAS, the District desires to adopt written issuance and post-issuance compliance procedures related to the Bonds; and

WHEREAS, the District has entered into continuing disclosure undertakings in connection with the Bonds, which require the District to disclose certain financial information; and

WHEREAS, the District desires to adopt written compliance procedures related to the continuing disclosure undertakings;

NOW, THEREFORE, BE IT RESOLVED by the Chair and Board of Directors of the District, as follows:

Section 1. That the Chair and Board of Directors of the District adopt the Issuance and Post-Issuance Compliance Procedures Relating to Tax-Exempt Bonds for the District in substantially the form attached hereto as Exhibit A.

Section 2. That the Chair and Board of Directors of the District adopt the Continuing Disclosure Compliance Procedures Regarding the Securities and Exchange Commission's Rule 15c2-12 attached hereto as Exhibit B.

Section 3. This resolution shall become effective immediately upon its passage and thereupon and thereafter the same shall be in full force and effect.

PASSED, ADOPTED AND APPROVED by the Chair and Board of Directors of the Westpark Community Facilities District (City of Buckeye, Arizona), Maricopa County, Arizona, on this 1st day of November, 2016.

District Chair

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Bond Counsel

CERTIFICATE

I, the undersigned, Lucinda Aja, being the duly appointed, qualified District Clerk of the Westpark Community Facilities District (City of Buckeye, Arizona), Maricopa County, Arizona, certify that the foregoing Resolution No. 05-16, is a true, correct, and accurate copy of Resolution No. 05-16 passed and adopted at a Regular Meeting of the Board of Directors of Westpark Community Facilities District (City of Buckeye, Arizona), Maricopa County, Arizona held on the 1st day of November, 2016, at which a quorum was present and, the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent.

Given under my hand and seal this 1st day of November, 2016.

District Clerk

EXHIBIT A

**ISSUANCE AND POST-ISSUANCE COMPLIANCE PROCEDURES
RELATING TO TAX-EXEMPT BONDS FOR THE WESTPARK COMMUNITY
FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)**

Date of Implementation: November 1, 2016.

I. INTRODUCTION

Many conditions, restrictions and requirements must be complied with to permit and preserve the tax-exempt treatment of bonds and other financings by the Westpark Community Facilities District (City of Buckeye, Arizona) (the "District"). Prior to issuance, the District and its bond counsel will review the facts and the reasonable expectations to determine if the issue will comply with these conditions, restrictions and requirements at the time of issuance. There are certain actions the District must perform after issuance to preserve the favorable tax treatment and certain actions of the District after issuance can adversely affect the tax treatment. In addition, the District must maintain proper records to demonstrate compliance. Because tax benefits may be critical to the investors' decision to purchase the bonds or other obligations, the District covenants to the bond purchasers to comply with all of the conditions, restrictions and requirements throughout the life of the bonds.

To ensure compliance, the District must identify a single person with overall compliance responsibility. The District Treasurer (Finance Director), or his or her designee, will be the responsible person and is referred to in these procedures as the Bond Compliance Official. Anyone with any questions about the bonds, the proceeds of the bonds, the facilities financed with the bonds or compliance with the conditions, restrictions and requirements should discuss them with the Bond Compliance Official who shall, as necessary, discuss them with bond counsel. The Bond Compliance Official shall meet with bond counsel to discuss these requirements and from time to time any changes in these requirements. In the event the District fails to comply with these procedures, the Bond Compliance Official shall meet with bond counsel as soon as practicable after the discovery of the failure to comply in order to discuss the steps required to correct the noncompliance.

1. **INVESTMENT OF PROCEEDS UNTIL EXPENDED.**

Detailed records of investments and earnings will be made and kept by the District with respect to all bond proceeds.

Generally, proceeds of bonds cannot be invested at a yield higher than the bond yield unless during certain specific temporary periods. Therefore, prior to closing, the Bond Compliance Official will determine with bond counsel which funds do or do not qualify for a temporary period. Qualifying information will be set out in a tax certificate. No proceeds will be invested at a yield higher than the bond yield unless they qualify. If the actual facts regarding the use of proceeds change from what was reasonably expected at closing, the Bond Compliance Official will discuss those changes with bond counsel to see if the temporary periods are changed.

Bond proceeds include the amount received from the sale of the bonds, amounts held in a payment or reserve fund for the bonds *and investment earnings on those amounts*.

The proceeds will not be invested in any investment where a yield cannot be determined.

Any investment in a guaranteed investment contract or similar investment agreement will be made only in compliance with the bidding requirements as reviewed by bond counsel.

Bond proceeds will be invested so that they can be tracked separately from any other funds of the District. The District will work with the registrar, trustee or other applicable person or entity to be sure that invested earnings are properly allocated between bond proceeds and other funds.

2. **USE OF PROCEEDS.**

Detailed records will be made and kept by the District with regard to the use of bond proceeds. For each expenditure, the amount, date of and purpose will be recorded. If the project is also funded with non-bond proceeds, the records will reflect an allocation of expenditures between bond proceeds and other funds. No proceeds will be used to reimburse an expenditure made prior to the issue date of the bonds unless the reimbursement requirement, including the prior declaration of intent to reimburse, has been fully complied with and evidence of such compliance is maintained. The District's Board by taking action, or the District Treasurer (Finance Director) or his or her designee, is authorized to complete the declaration of intent to reimburse.

Under federal tax law, the District is expected to exercise diligence (A) to expend the proceeds, (B) to enter into within six months of the issue date a binding contract to expend at least 10% of the proceeds and (C) to have expended most of the proceeds within three years. After the

third anniversary of the issue, any remaining proceeds in the construction account must be yield restricted.

The Bond Compliance Official shall periodically review the progress of the projects and the expenditure of proceeds to ensure timely expenditure of proceeds.

3. USE OF BOND FINANCED FACILITIES.

Detailed records of the use of proceeds will identify those facilities that are financed in whole or in part with bond proceeds and must reflect the allocation of bond proceeds and other funds used. Any sale or lease to, or other agreement for use by, a private party in a trade or business can adversely affect the tax status of the bonds. The District will not sell or lease any bond financed property or enter into any agreement with non-governmental entities for use or management of any bond financed property without a thorough review by the Bond Compliance Official and bond counsel. Although not a comprehensive list, the Bond Compliance Official will review the following types of transactions with bond counsel prior to entering into any agreement with non-governmental entities or persons: (a) the sale or lease of any bond financed property, (b) any management contracts with a food service provider, (c) any research agreements and (d) public-private partnerships. The Bond Compliance Official shall periodically review the use of all bond financed facilities to ensure compliance with the private use restrictions. In the event the District takes action that causes the bonds to meet the private business tests or private loan financing test, the Bond Compliance Official shall meet with bond counsel as soon as practicable after the issue is discovered to discuss the steps required to correct the noncompliance, including, if necessary, redeeming or defeasing all of the bonds that meet the private business tests or private loan financing test.

4. ARBITRAGE REBATE.

Any time that bond proceeds are permitted to be invested at a yield higher than the bond yield, the amount earned over the bond yield is arbitrage. With certain exceptions, the District is obligated to pay over (rebate) to the United States any arbitrage earned. The District will keep complete and accurate records of all investments of bond proceeds and all information supporting any applicable exceptions to the rebate requirement and will retain or ensure that the registrar or trustee has retained a professional rebate consultant to review the records and prepare a report so that the District or the registrar or trustee can make any necessary rebate payments. Unless exempt, the District must, at a minimum, make payments at every fifth anniversary of the issue and upon final

payment. The Bond Compliance Official will review any exemption prior to each fifth anniversary and upon final payment to determine if any facts have changed which might eliminate the exemption.

5. RECORD RETENTION.

All records concerning the bond issue, including

- a) the transcript of the original proceedings,
- b) investment of proceeds,
- c) use and allocation of proceeds, including the declaration of intent to reimburse,
- d) non-governmental use of bond financed property,
- e) payment of principal and interest on the bonds,
- f) the interest rate or rates on the bonds from time to time, if variable,
- g) compliance with reimbursement requirements,
- h) refunding of all or part of the bonds, and
- i) payment of arbitrage rebate or information supporting any exemption to rebate, and

shall be kept for the life of the bonds plus three years (and in compliance with any State of Arizona records retention policies) and, if the bonds are refunded, for the life of all of the refunding bonds plus three years (and in compliance with any State of Arizona records retention policies).

6. EMMA REMINDER.

As an issuer of bonds, the District is also required to provide ongoing disclosures in the form of annual financing information and certain listed events, currently filed on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system.

EXHIBIT B

**CONTINUING DISCLOSURE COMPLIANCE PROCEDURES REGARDING THE
SECURITIES AND EXCHANGE COMMISSION'S RULE 15C2-12
FOR THE WESTPARK COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)**

Date of Implementation: November 1, 2016.

The Westpark Community Facilities District (City of Buckeye, Arizona) (the "District") is required to file audited financial statements, if any, and certain financial and operating information and operating data required by its continuing disclosure undertakings. Compliance includes ensuring that all of the tables and information required by the continuing disclosure undertakings are filed on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA") no later than February 1 of each fiscal year while the District's bonds are outstanding.

The annual February 1st date will be put into a docket/diary/tickler system which is maintained by a minimum of two people so that it will not be overlooked. The implementation of these procedures and the follow-through are extremely important; the District will agree to them in connection with bond issuances and has agreed to them in past continuing disclosure undertakings. When those listed on the docket/diary/tickler system leave the District's employment new names will be added and the incoming employees who will be responsible for the EMMA filings will be briefed so that consistency is maintained.

The Municipal Securities Rulemaking Board maintains a tool that allows the District to schedule automated e-mail reminders for these annual filings through EMMA. The District can add up to three e-mail recipients, so multiple staff members may be included on the alert. Please see the instructions below:

To schedule the alerts, access EMMA at www.emma.msrb.org and click on the EMMA Dataport tab. Click on the "Login" button and enter your login information (User ID and password). From the Continuing Disclosure tab of the EMMA Dataport Submission Portal,

click on "Schedule and manage e-mail reminders for recurring financial disclosures." Click the "Create Reminder" link to access the scheduling form.

Note: Some districts engage auditors or a dissemination agent to actually do the EMMA filings. If such an agreement is in effect, the District is still responsible if the auditor or dissemination agent fails to timely file the required annual statement. Thus, even if the auditor or dissemination agent agrees to make the required filings, the District will follow the February 1 schedule and inquire of the District's auditor or dissemination agent to determine if the February 1 filing deadline will be met. If the deadline may not be met, it is the District's, and not the District's auditors' or dissemination agents', responsibility to file a notice with EMMA indicating that the deadline will not be met and an estimate as to when the audited financial statement and operating data will be filed. In lieu of audited financial statements, unaudited financial statements may be filed until audited financial statements are available.

The District is also required to file notices of "Listed Events" within ten days of such events or occurrence. Please note: not all of the District's existing continuing disclosure undertakings may have the same Listed Events. There can be no guarantee that the regulations concerning Listed Events (Securities and Exchange Commission Rule 15c2-12) will not change and that additional events may be added in the future. You should check with the District's bond counsel at the time future bonds are issued to determine if the Listed Events have been changed and, if the later continuing disclosure undertaking differs from below. The events are listed below (and can also be found in the District's continuing disclosure undertakings):

Reporting of Listed Events (as in the continuing disclosure undertaking).

This section shall govern the giving of notices of the occurrence of any of the following events with respect to the securities.

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the Internal Revenue Service (the "IRS") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of Bondholders, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the Bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the District, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action nor the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Notice of a failure of the District to provide required annual financial information on or before the date February 1, including any non-appropriation to cover applicable costs.

Whether events subject to the standard "material" meet that standard shall be determined under applicable federal securities laws.

Below is a short description of how to file notice of occurrence of "Listed Events" with EMMA:

Save the Listed Events notice on your computer. You will also need the information contained in the Listed Events notice, so please print out a copy of the Listed Events notice.

1. Login to EMMA
<http://dataport.emma.msrb.org>
2. Click CREATE Continuing Disclosure Submission
3. Check Event Filing, click Next
4. Check "Type of Event" – In the description box type: "[type of notice]"
5. Check "I don't know my CUSIP -9s" and then use the District's base CUSIP number to find the affected bonds.
6. Check "all issues for issuer", click Next
7. Click upload
8. Update contact information, if necessary
9. Upload the Listed Events notice (must be in PDF, word-searchable format)
10. Click preview
11. Publish the documents to EMMA
12. Print receipt and save in your bond documents for the life of the bonds.

Please note there is only a limited save option on EMMA. Therefore you will not be able to start entering the information, exit and continue later.

Additional note: when filing, EMMA will ask for the District's six digit CUSIP number ("*base CUSIP number*"). The District's base CUSIP number is 96122E.