



City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, May 10, 2021
6:00 PM

Mayor
Georgia Lord

Vice Mayor
Bill Stipp

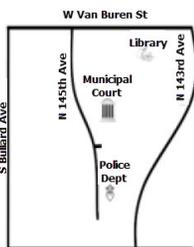
Councilmember
Joe Pizzillo

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Brannon Hampton

Councilmember
Laura Kaino



CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

Please complete a speaker card and submit it to the City Clerk prior to the meeting being convened, if possible. Each speaker is limited to three (3) minutes. Once the City Clerk has called your name, step up to the lectern and begin by clearly stating your name for the record and whether you are a Goodyear resident.

NON-AGENDA ITEMS

Members of the public may address the City Council regarding any non-agenda item within the jurisdiction of the City Council. The City Council will listen to comments and may take any of the following actions:

- Respond to criticism.
- Request that staff investigate and report on the matter.
- Request that the matter be scheduled on a future agenda.

AGENDA ITEMS

Members of the public may address the City Council regarding any item on the Consent, Public Hearing and/or Business portions of the agenda. Each speaker's name will be called in turn once the item has been reached and after City staff have completed their presentation.

PROCEDURES

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Goodyear City Council and to the general public that the Council of the city of Goodyear will hold a meeting open to the public. Public body members of the city of Goodyear will attend either in person or by telephone conference call and/or video communication. The Goodyear City Council may vote to go into Executive Session, pursuant to A.R.S. § 38-431.03(A)(3), which will not be open to the public, to discuss certain matters. Meetings are conducted in accordance with the City Council Meetings Council Rules of Procedure adopted by Resolution No.2018-1879



City Clerk's Office: 190 N. Litchfield Rd, Goodyear, AZ 85338 (623) 882-7830
www.goodyearaz.gov/cityclerk
City Council Meeting Live Broadcast: <https://www.facebook.com/goodyearazgov/videos>

While the Goodyear City Council meetings are open to the public, the occupancy has been reduced to implement social distancing. Seating is generally available on a first come basis, but meeting attendees will be cycled in and out if necessary to allow for speakers to speak on certain agenda items.

If you wish to speak during a Regular Meeting, please complete a speaker's card so that we may ensure you are in the room for that item.

Face Masks are required and must be worn when moving throughout the building (Face Masks are optional after 5:00 p.m.).

Members of the public may still participate in the following ways:

1. Submit questions and comments for the Mayor and Council at the meeting:
 - Send an email to publiccomments@goodyearaz.gov.
 - Comments are limited to three minutes (approximately 380 words).
 - Include the Agenda Item Number.
 - Include your contact information.
 - Include if you are a Goodyear resident.
2. View the meeting at:
 - www.facebook.com/goodyearazgov (no account necessary);
 - www.goodyearaz.gov/youtube
3. Contact your Mayor and Council any time prior to the meeting at gycouncil@goodyearaz.gov.

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER PIZZILLO

ROLL CALL

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

1. APPROVAL OF MINUTES

Recommendation:

Approve the draft minutes from the Special Meeting and Regular Meeting held on April 26, 2021. (Darcie McCracken, City Clerk)

2. AGREEMENT FOR BASIC ANIMAL CONTROL SERVICES BETWEEN MARICOPA COUNTY AND THE CITY OF GOODYEAR

Recommendation:

Approve the Intergovernmental agreement between the city of Goodyear and Maricopa County for animal care and control services. (Santiago Rodriguez, Chief of Police)

3. **DESIGN SERVICES AWARD FOR PROJECT 35003 – POLICE BUILDING PHASE II**

Recommendation:

Approve expenditure of funds up to \$1,204,880 for design services and administration for the Police Building Phase II. (Santiago Rodriguez, Chief of Police)

4. **AUTHORIZE ACCEPTANCE OF A SEWER LINE AND ACCESS EASEMENT AND A DRAINAGE AND ACCESS EASEMENT AGREEMENT ASSOCIATED WITH THE BENNETT MEADOWS DEVELOPMENT LOCATED AT THE NORTHWEST CORNER OF HARRISON STREET AND SARIVAL AVENUE, UPON RECEIPT OF CONFIRMATION OF THE COMPLETION OF THE CONDITIONS CONTAINED IN THE SEWER LINE AND ACCESS EASEMENT.**

Recommendation:

Authorize the acceptance of the Sewer Line and Access Easement and the Drainage and Access Easement Agreement associated with the Bennett Meadows Development from the Curtis Commons Homeowners' Association, following the confirmation of the completion of the conditions contained in the Sewer Line and Access Easement. (Linda Beals, Real Estate Coordinator)

5. **FINAL PLAT OF BENNETT MEADOWS**

Recommendation:

Approve the Final Plat of Bennett Meadows (the "Final Plat"), subdividing approximately 28.8541 acres into 90 lots and 8 tracts generally located at the northwest corner of the intersection of S. Sarival Avenue and W. Harrison Street (the "Bennett Meadows Property") subject to stipulations. (Katie Wilken, Planning Manager)

6. **FINAL PLAT OF PASEO PLACE - PHASE 1**

Recommendation:

Approve the Final Plat of Paseo Place – Phase 1 subdividing approximately 39 acres into 149 lots and 15 tracts (the "Property"), subject to stipulations. (Katie Wilken, Planning Manager)

7. **FINAL PLAT OF PASEO PLACE - PHASE 2**

Recommendation:

Approve the Final Plat of Paseo Place – Phase 2 subdividing approximately 41 acres into 144 lots and 13 tracts (the "Property"), subject to stipulations. (Katie Wilken, Planning Manager)

8. **PY2021-2025 HUD CONSOLIDATED PLAN AND ANNUAL ACTION PLAN**

Recommendation:

ADOPT RESOLUTION NO. 2021-2156 APPROVING AND ADOPTING THE CITY'S PROGRAM YEAR (PY) 2021-2025 CONSOLIDATED PLAN, INCLUDING ITS CITIZEN PARTICIPATION PLAN AND PY2021 ANNUAL ACTION PLAN ("PLANNING DOCUMENTS") FOR THE CITY OF GOODYEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AUTHORIZING THE CITY MANAGER TO TRANSMIT THESE PLANNING DOCUMENTS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND TO PROVIDE ANY ADDITIONAL INFORMATION AS MAY BE REQUIRED BY HUD. (Christina Panaitescu, Grants & Neighborhood Services Supervisor)

9. **FISCAL YEAR (FY) 2022 ANNUAL PUBLIC ART PLAN**

Recommendation:

Approve the FY2022 Annual Public Art Plan as recommended by the Arts & Culture Commission. (Guylene Ozlanski, Arts & Culture Commission)

10. **FY2022-2024 STRATEGIC PLAN**

Recommendation:

ADOPT RESOLUTION NO. 2021-2157 ADOPTING THE FISCAL YEAR 2022-2024 STRATEGIC PLAN. (Jenna Goad, Assistant to the City Manager)

11. **AUTHORIZE A ONE-TIME PAYMENT FROM THE GENERAL FUND TO THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM TO REDUCE THE CURRENT UNFUNDED LIABILITY**

Recommendation:

Authorize a one-time payment from the general fund in the amount of \$24.0 million to the Public Safety Personnel Retirement System (\$12.0 million Police and \$12.0 million Fire) to reduce the balance of each plans current unfunded liability and authorize associated budget transfers. (Doug Sandstrom, Finance Director)

INFORMATION ITEMS

Comments, commendations, report on current events and presentations by Mayor, Councilmembers, staff or members of the public. The Council may not propose, discuss, deliberate or take any legal action on the information presented, pursuant to A.R.S. § 38-431.02.

- 1. Reports from the Mayor and City Council
 - a. This may include current events and activities as well as requests for information or future agenda items.
- 2. Report from the City Manager
 - a. This may include updates from events, staff summary, update of legislative issues, clarification on items being requested by City Council and Manager's update on Council Related Matters.

FUTURE MEETINGS

May 17, 2021	Special Meeting	5:00 p.m.
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ADJOURNMENT

THE CITY OF GOODYEAR ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, special assistance can be provided for sight and/or hearing-impaired persons at this meeting. Reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (623) 882-7830 or Arizona Relay (TDD) 7-1-1 to request an accommodation to participate in this public meeting.

LA CIUDAD DE GOODYEAR PROCURA HACER TODA JUNTA PUBLICA ACCESIBLE A PERSONAS CON DISCAPACIDADES. Con un aviso de 48 horas por adelantado se puede proveer asistencia especial a personas con discapacidades visuales o auditivas durante la junta. Se harán adaptaciones

razonables con previa solicitud para personas con discapacidades o para residentes que no hablan inglés. Favor de llamar a la Secretaria Municipal al (623) 882-7830 o Retransmisión de Arizona (TDD) 7-1-1 para solicitar adaptaciones para participar en la junta pública.

AGENDA ITEM #: 1.
DATE: 05/10/2021
AI #:249



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

Recommendation:

Approve the draft minutes from the Special Meeting and Regular Meeting held on April 26, 2021.
(Darcie McCracken, City Clerk)

Attachments

April 26, 2021 Draft Special Meeting Minutes
April 26, 2021 Draft Regular Meeting Minutes

City Council Special Meeting

Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338



Monday, April 26, 2021 **5:00 p.m.** **Meeting Minutes**

CALL TO ORDER

Mayor Lord called the Special Meeting to order at 5:00 p.m.

ROLL CALL

Present: **Mayor Georgia Lord; Vice Mayor Bill Stipp; Councilmember Joe Pizzillo; Councilmember Sheri Lauritano; Councilmember Wally Campbell; Councilmember Brannon Hampton; Councilmember Laura Kaino**

Staff Present: City Manager Julie Karins; City Attorney Roric Massey; City Clerk Darcie McCracken

BUSINESS

COUNCIL, UPON ROLL CALL VOTE, MAY CONVENE INTO EXECUTIVE SESSION AS POSTED FOR THE FOLLOWING:

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Joe Pizzillo to CONVENE an Executive Session. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Bill Stipp, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Brannon Hampton, Councilmember Laura Kaino

Passed - Unanimously

- 1. Pursuant to A.R.S. 38-431.03 A (3) & (7): Consultation with the City’s Attorney and City Manager to receive legal advice regarding options for the possible acquisition of real estate for a public use generally located near the intersection of Bullard Avenue and Lower Buckeye Road.

Mayor Lord convened the Executive Session at 5:01 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Lord adjourned the Executive Session at 5:35 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Lord reconvened the Special Meeting at 6:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Special Meeting at 6:00 p.m.

Darcie McCracken, City Clerk

Georgia Lord, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on April 26, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021.

SEAL:

Darcie McCracken, City Clerk

City Council Regular Meeting

Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338



Monday, April 26, 2021	6:00 p.m.	Meeting Minutes
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CALL TO ORDER

Mayor Lord called the Regular Meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO

ROLL CALL

Present: **Mayor Georgia Lord; Vice Mayor Bill Stipp; Councilmember Joe Pizzillo; Councilmember Sheri Lauritano; Councilmember Wally Campbell; Councilmember Brannon Hampton; Councilmember Laura Kaino**

Staff Present: City Manager Julie Karins; City Attorney Roric Massey; City Clerk Darcie McCracken

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

Jeffrey Uber, Goodyear resident, expressed that City staff were amazing to work with and hoped to get in contact with the Governor’s staff or Debbie Lesko’s staff.

Janet and Richard Kirshbaum, PebbleCreek residents, spoke about the water from the farming draining in to PebbleCreek. Ms. Kirshbaum expressed that they wanted to resolve the unsafe and unhealthy situation.

CONSENT

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Brannon Hampton to APPROVE Consent Agenda Items 1 through 9. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Bill Stipp, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Brannon Hampton, Councilmember Laura Kaino

Passed - Unanimously

1. **APPROVAL OF MINUTES**
Recommendation:
Approve the draft minutes from the Regular Meeting and Special Meeting held on April 12, 2021. (Darcie McCracken, City Clerk)

2. **RECOMMEND APPROVAL OF A NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR BABBO ITALIAN EATERY**
Recommendation:
Recommend approval to the Arizona Department of Liquor Licenses and Control of Application No. 137403 a request by Amy Louise Phillips, agent/applicant for World Wide Restaurants, Inc., for a new Series 12 liquor license for Babbo Italian Eatery, located at 15705 W. McDowell Rd., Goodyear, Arizona 85395 (Generally located on the south side of McDowell Rd., approximately one-fifth of a mile west of Estrella Parkway). (Darcie McCracken, City Clerk)

3. **APPROVE EXPENDITURE OF \$929,000 FOR REPAIRS TO PROJECT #60011 SITE 21 POTABLE WATER RESERVOIR REHABILITATION PROJECT AND RELATED BUDGET TRANSFERS**
Recommendation:
Approve additional expenditure of funds of \$141,000 for a total authorized amount of \$929,000 for Project #60011 Site 21 Potable Water Reservoir Rehabilitation and related budget transfers. (Leonard Scheid, Water and Wastewater Superintendent; Barbara Chappell, Deputy Public Works Director)

4. **APPROVE AND AUTHORIZE TWO TEMPORARY DRAINAGE EASEMENT AGREEMENTS WITHIN EL CIDRO**
Recommendation:
Approve and authorize the execution of the Temporary Drainage Easement Agreement (Citrus Road) and the Temporary Drainage Easement Agreement (El Cidro Drive). (Linda Beals, Real Estate Coordinator)

5. **APPROVE SECOND AMENDMENT TO THE INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT 10-11**
Recommendation:
ADOPT RESOLUTION NO. 2021-2152 APPROVING THE SECOND AMENDMENT TO THE INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT 10-11; DIRECTING THE CITY MANAGER TO EXECUTE THE AMENDMENT DOCUMENT; AUTHORIZING AND DIRECTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (Roric Massey, City Attorney)

6. **APPROVE A NEW MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF GOODYEAR AND UNITED GOODYEAR FIREFIGHTERS LOCAL 4005**
Recommendation:
ADOPT RESOLUTION NO. 2021-2148 APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND UNITED GOODYEAR FIREFIGHTERS LOCAL 4005 COMMENCING ON JULY 1, 2021 AND EXPIRING ON JUNE 30, 2023. (Lyman Locket, Human Resources Director)

7. **FINAL PLAT OF PEBBLECREEK II UNIT 47A**
Recommendation:
Approve the Final Plat of PebbleCreek Phase II Unit 47A, subject to stipulations. (Christian M. Williams, Planner)

8. **PRO TEM APPOINTMENT**

Recommendation:

Appoint Judge Maria Brewer as Judge Pro Tempore of the Goodyear Municipal Court, for the remainder of Fiscal Year 2021 and for Fiscal Year 2022. (Crystal Whelan, Court Administrator)

9. **PRELIMINARY PLAT FOR ESTRELLA PARCEL 11.I2**

Recommendation:

Approve the Preliminary Plat for Estrella Parcel 11.I2, subject to stipulations. (Alex Lestinsky, Senior Planner)

PUBLIC HEARINGS

The following actions will take place for each public hearing item:

- A. Open the Public Hearing
- B. Staff Presentation
- C. Applicant Presentation (if applicable)
- D. Receive Public Comment
- E. Close the Public Hearing

10. **REZONE FOR AVIATA AT CANYON TRAILS**

Mayor Lord opened the Public Hearing at 6:10 p.m.

Alex Lestinsky, Senior Planner, presented a proposal to Rezone Aviata at Canyon Trails. Ms. Lestinsky stated that the property was located at the northeast corner of Cotton Lane and Canyon Trails Boulevard. She reported that the request was to rezone the property from Planned Area Development (PAD) to the City's MF-24 Multifamily district.

Christopher Baker, Development Services Director, explained that he and Ms. Lestinsky encouraged the owner and their legal representation to increase the architectural quality of the project based on previous input from Council.

Ms. Lestinsky went on to discuss the conceptual elevations for the apartment buildings and carriage units as well as the conceptual site plan.

Ms. Lestinsky mentioned that one resident had been in contact with the applicant and staff regarding concerns about height and distance from their backyard. She added that no one from the public spoke against the project at the Planning and Zoning Commission meeting.

Mayor Lord closed the Public Hearing at 6:18 p.m.

Council asked what the PAD overlay was for the project. Ms. Lestinsky responded that it was designated as a medium high-density residential product as well as a court home product.

Andrew Yancy, with Bergin, Frakes, Smalley & Oberholtzer, representing the owner of the property, provided details about the plans for the project as well as discussing the

design review package.

Discussion ensued on the new proposed elevations. Council asked how close the carriage units would be to the road. Ms. Lestinsky explained it would be approximately 130 feet to the property line plus the 30-foot setback.

Councilmember Kaino expressed that the entire corridor was shaping up to be rental properties from the I-10 freeway down to Canyon Trails Boulevard. She stated that she would not support the rezone because she wanted to see a diversity of products including court homes that provided a segment of the population the opportunity to enter into homeownership.

Councilmember Hampton added that he would not support the rezone noting that he wanted to see a court home or something similar instead of another apartment complex.

MOTION BY Vice Mayor Bill Stipp, SECONDED BY Councilmember Joe Pizzillo to ADOPT RESOLUTION NO. 2021-2143, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK TITLED “OFFICIAL SUPPLEMENTARY ZONING MAP 20-04A REZONE FROM PAD TO MF-24”; AND “LEGAL DESCRIPTION - AVIATA”. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Bill Stipp, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell

NAY: Councilmember Brannon Hampton, Councilmember Laura Kaino

Passed

MOTION BY Councilmember Wally Campbell, SECONDED BY Vice Mayor Bill Stipp to ADOPT ORDINANCE NO. 2021-1499, CONDITIONALLY REZONING APPROXIMATELY 20 ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF COTTON LANE AND CANYON TRAILS BOULEVARD FROM THE CANYON TRAILS PHASE I PLANNED AREA DEVELOPMENT TO THE MULTIFAMILY (MF-24) ZONING DISTRICT; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PENALTIES. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Bill Stipp, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell

NAY: Councilmember Brannon Hampton, Councilmember Laura Kaino

Passed

11. **PUEBLO VERDE STORAGE SPECIAL USE PERMIT REQUEST FOR CONVENIENCE STORAGE (MINI-STORAGE) ON PROPERTY ZONED C-1 (NEIGHBORHOOD COMMERCIAL)**

Mayor Lord opened the Public Hearing at 6:39 p.m.

Christian Williams, Planner, presented a request for a special use permit for a convenience storage. The property is located on the southeast corner of Sarival Avenue and Yuma Road and consists of approximately 3.8 acres. The property was also zoned as C-1 Neighborhood Commercial within the Pueblo Verde Planned Area Development (PAD).

Mr. Williams stated that the applicant intended to develop a portion of the vacant parcel into a self-storage facility. He reported that the proposed building would be 101,537 square feet and would include indoor convenience storage or mini storage contained within a two-story building.

Mr. Williams went on to discuss the zero-foot setback to the adjacent property line which was the Goodyear Fire Station. He added that Planning Staff and the applicant were supportive of reducing the setback to zero feet and of removing the existing western fire station wall so that the storage building became the wall.

Mr. Williams also provided stipulation highlights relating to windows, lighting, hours of operation, setbacks and interior yards.

Mr. Williams asked if approved, that stipulation #6 be modified to remove the last sentence due to a scrivener's error as it related to the height of the building.

Mayor Lord closed the Public Hearing at 6:50 p.m.

A discussion ensued relating to the stipulations and how they affected the fire station. Mr. Williams added that the fire station was supportive of the deal points in the stipulations.

MOTION BY Councilmember Joe Pizzillo, SECONDED BY Councilmember Wally Campbell to APPROVE the request for a Special Use Permit for a convenience storage (mini-storage) on an approximately 3.8-acre property zoned C-1 (Neighborhood Commercial) located southeast of Sarival Avenue and Yuma Road, subject to stipulations. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Bill Stipp, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Brannon Hampton, Councilmember Laura Kaino

Passed - Unanimously

MOTION BY Vice Mayor Bill Stipp, SECONDED BY Councilmember Wally Campbell to AMEND the previous motion to modify Stipulation #6 to remove the last sentence. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Bill Stipp, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Brannon Hampton, Councilmember Laura Kaino

Passed - Unanimously

12. USE PERMIT FOR A CONVENIENCE USE (RESTAURANT WITH DRIVE-THROUGH)

Steve Careccia, Principal Planner, presented a request for a use permit for a Filiberto's drive-through restaurant. Mr. Careccia stated that the property was located on Indian School Road and the Loop 303. He added that it was located within the East II portion of the PV303 Planned Area Development (PAD) which consisted of about 1,800 acres, and was designated for commercial.

Mr. Careccia reviewed the details of the request and the proposed development plan

adding that the master developer would complete the surrounding improvement of the PAD. He also discussed the proposed elevations and added that staff was working with the developer on texture, materials and colors to meet the Council's expectations.

Mr. Careccia stated that staff and the Planning and Zoning Commission recommended approval of this request.

Council asked if staff was comfortable with the queuing set up on the site. Mr. Careccia replied that the queuing meets the minimum requirements and that staff had asked for as much queuing as possible. He added that if the drive-through queue backed up, there would not be any impact to the public streets.

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Sheri Lauritano to RECOMMEND approval of the request for a use permit for a convenience use (restaurant with drive-through) on an approximately .83-acre parcel located near the southeast corner of the Loop 303 and Indian School Road within the PV303 Planned Area Development, subject to stipulations. The motion carried by the following votes:

AYE: Mayor Georgia Lord, Vice Mayor Bill Stipp, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Brannon Hampton, Councilmember Laura Kaino

Passed - Unanimously

13. **REZONE PEBBLECREEK PHASE II - NORTHWEST PICKLEBALL AND RECREATION PLANNED AREA DEVELOPMENT**

Mayor Lord opened the Public Hearing at 7:15 p.m.

Councilmember Campbell recused herself due to a possible conflict of interest.

Christian Williams, Planner, presented a request to rezone a property located on the northwest corner of 165th Avenue and Fairmount Avenue in PebbleCreek that consisted of approximately 5.97 acres. Mr. Williams stated that the property was currently zoned Planned Area Development (PAD) under the PebbleCreek Golf Resort Phase II Zoning and provided the details of the properties surrounding the rezone location. He also discussed the zoning history of PebbleCreek Phase II.

Mr. Williams went on to discuss the eight principle uses for the site, some of which included pickleball courts, tennis courts, and basketball courts. He also explained the development standards that included parking, building heights, setbacks and hours of operations.

Mr. Williams reviewed the dates the public was able to provide input regarding the rezone as well as the various comments in favor and in opposition received at the Planning and Zoning Commission meeting held on April 14, 2021.

Ed Bull, with Burch & Cracchiolo, representing the applicant, stated that he agreed with the Planning and Zoning Commission and staff's recommendation. He also provided further details about the rezoning request. He noted that once the facility was built, it would be owned and operated by the homeowner's association (HOA).

Mr. Bull went on to explain the separation from the Pickleball Courts to the nearest

residential homes and a traffic impact and acoustical study that was conducted.

Darrell Berry, PebbleCreek resident, spoke in opposition to the Pickleball Courts and requested the following stipulations be added: additional speed limit signs, mandate a 9-foot high noise barrier, lights be of a directional type to minimize light pollution, and time of day usage be changed to not earlier than 7:00 a.m.

Martha Urbin, PebbleCreek resident, spoke in favor of the project and submitted 53 petition sheets with a total of 926 signatures of PebbleCreek residents also in favor of this project.

Bob Chester, PebbleCreek resident, spoke in favor of the project adding that Pickleball provided several health benefits to the PebbleCreek active adult community.

Jim Barbe, PebbleCreek resident, was in favor of the project. He read an email from another resident closest to the proposed pickleball courts, who was also in favor of the project.

Nancy Popenhagen, PebbleCreek resident, stated that she learned to love the sport of pickleball and urged the Council to support the rezone.

Chris Stelplugh, PebbleCreek resident, shared that she moved to Goodyear because it was a wonderful place to live and hoped the Council would approve the project.

Steve Cookie Kuk, PebbleCreek resident, expressed that he moved to PebbleCreek because it was an active adult community and hoped the project was approved.

Bill Saunders, PebbleCreek resident, spoke in favor of the project expressing that he and his wife moved to PebbleCreek for three reasons: pickleball, pickleball, and the environment.

Carole Schumacher, PebbleCreek resident, spoke in opposition to the project and submitted three petition sheets with 52 signatures opposing the project. Ms. Schumacher expressed that she wanted to see the site become a recreational amenity, but that 10,000 residents were not asked or given an opportunity to talk about whether pickleball courts were a needed amenity.

Pete Ischi, Pebblecreek resident, was in favor of the project and added that he also moved to PebbleCreek because of pickleball.

The following PebbleCreek residents submitted emails in support of the Pickleball Rezone:

Jennifer & Steve Tamparo, Julie Baird, Scott Baird, Bill Wise, Kathy Bauer, Bart Alford, Irene Manalili, Karyn Barbe, John Freerks, Rebecca Rodes, Richard Knowles, Sandy Stimola, Frank Gorski, Don & JoAn Schuler, Brent & Kim Ebert, Bob Paine, Jack Gregory, Daniel Lichtenfeld, Monte Williams, Mike & Dee Reynolds, Judi Williams, Jeffrey Renard, Pat Jensen, Michael Levine, Duane & Laurie Hoskinson, Stephen Cain, Regina & Dave Mamer, Steve Harper, Fred Lindner, Barbara Wise, Stan & Sheryl Sharp, Jackie Cameron, Suzanne Rambach, John & Constance Angus, Karen LaFever, Denise Johnson, Tim Herrick, John Shellhorse, Susie Nee, Sandy Crabtree, Charles Fahn, Bill Nee, David & Rebecca Trimble, Mike Crabtree, Vicki Carter, Steven Schaefer, Ellen Enright, Julie Cardinale, Philip C. Vorlander, Linda A. Vorlander, Lyla Reibel, Roy Johnson, Judi Johnson, and Karen Long.

The following PebbleCreek residents submitted speaker request forms in support of the

Pickleball Rezone:

Bob Philip, Kathryn Villeneuve, Wade Johnson, Steve Cookie Kuk, Bill Saundes, Cynthia Schwartz, Reneé Chester, Steve Urbin, Gary Halperin, Linda Krueger, Theresa Meyers, Beth Kelly, Elaine Colter, Catharine Talbot Lawson, Joyce Pihl, Joan Knight, Vic Knight, John Pine, Darrell Livingston, Jeff Antrican, Felechia Justice, Gordon Cooper, Bruce J. Banks, Ellie Love, Janice Raugust, Dalonna Cooper, Joe Slocum, James M. Laham, Patricia Chernow, Herbert Hodes, Jonathan Colter, Gretchen Simons, Donald Simons, Pat Sherlock, Tony Wells, Alex Potapoff, Joanne Burch, David G. Burch, Dean Samuelson, Burt Geiger, Vicki Samuelson, Marka Locker, Theresa Carter, John O. Angus, Pamela Harper, Constance Angus, Judith Gauvin, Jeff Gauvin, Peggy Geiger, Lynn Manns, June S. Lee, Sandra Hartstone, Patti Holden, Rich Holden, Michael Schwartz, Don Paxton, Brett Rodgers, Shirley Seymour, Dennis Seymour, Debbie McKeever, Lynh Vu, Sherri L. Kuk, Margaret Carlson, David Carlson, Arlie R. Nelson, Karen Weldon, Bob Weldon, Michele Conroy, and Charles Conroy. [Illegible names were spelled to the best of our ability].

The following PebbleCreek residents submitted speaker request forms and an email in opposition to the Pickleball Rezone: Carol Schumacher, Diana Matney, Jane De Los Angeles, Ken Schumacher, Pete Sattog, James Hundt, James W. Vigars, and Jim & Kathy Sheard. [Illegible names were spelled to the best of our ability].

Speaker request forms were submitted by Lynn Banks and Robin Slocum and did not indicate whether they were in support of or in opposition of the Pickleball Rezone but indicated they did not wish to speak.

Mayor Lord closed the Public Hearing at 8:15 p.m.

A discussion ensued regarding disclosure reports and stipulations relating to speed limit signs, hours of operation and lighting for the project.

Council expressed that pickleball courts would be a great amenity and they hoped the HOA would work with the residents and address any issues that surfaced due to the project.

Council also thanked the residents for their input and for their participation in the process.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Brannon Hampton to ADOPT RESOLUTION NO. 2021-2141 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK TITLED, “OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-07A;” “LEGAL DESCRIPTION PebbleCreek Phase II NW QUAD Pickleball Area December 28, 2020;” AND “PEBBLECREEK PHASE II – NORTHWEST PICKLEBALL AND RECREATION PLANNED AREA DEVELOPMENT - DEVELOPMENT REGULATIONS DATED MARCH 2021.” The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Bill Stipp, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Brannon Hampton, Councilmember Laura Kaino

Other: Councilmember Wally Campbell (RECUSE)

Passed

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Brannon Hampton to ADOPT ORDINANCE NO. 2021-1498 CONDITIONALLY REZONING APPROXIMATELY 5.97 ACRES OF PROPERTY LOCATED NORTHWEST OF 165TH AVENUE AND FAIRMONT AVENUE, KNOWN AS PEBBLECREEK PHASE II – NORTHWEST PICKLEBALL AND RECREATION; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PENALTIES. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Bill Stipp, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Brannon Hampton, Councilmember Laura Kaino

Other: Councilmember Wally Campbell (RECUSE)

Passed

Mayor Lord recessed the meeting at 8:37 p.m.

Mayor Lord reconvened the meeting at 8:49 p.m.

14. PUBLIC HEARING TO CONSIDER THE PROPOSED LICENSING FEES AND PENALTIES TO LICENSED PROVIDERS OF THE GOODYEAR SHARED MOBILITY DEVICE PROGRAM

Mayor Lord opened the Public Hearing at 8:50 p.m.

Christine McMurdy, Project Management Coordinator, presented the Goodyear Shared Mobility Device Program. Ms. McMurdy discussed the two-phase approach noting that in December 2019, an ordinance was approved to amend the City Code to create a Shared Mobility Device Program.

Ms. McMurdy went on to discuss the program fees and penalties. She also reviewed the assurances and the program operating standards.

Ms. McMurdy explained the next steps with a targeted program start date of June 1, 2021.

Mayor Lord closed the Public Hearing at 8:57 p.m.

A discussion ensued on the popularity of the devices and Ms. McMurdy mentioned that many companies had to pull their scooters back due to the pandemic. Many of the companies also changed their business model to allow for cooperation with cities.

MOTION BY Vice Mayor Bill Stipp, SECONDED BY Councilmember Joe Pizzillo to ADOPT RESOLUTION NO. 2021-2149 APPROVING THE GOODYEAR SHARED MOBILITY DEVICE PROGRAM, ARTICLE 6 AND 7 FINANCIAL OBLIGATIONS, PENALTIES, FEES, AND OTHER FINANCIAL ASSURANCES. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Bill Stipp, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Brannon Hampton, Councilmember Laura Kaino

NAY: Councilmember Wally Campbell

Passed

15. **PUBLIC HEARING FOR PY2021-2025 CDBG CONSOLIDATED PLAN AND PY2021 ANNUAL ACTION PLAN**

Mayor Lord opened the Public Hearing at 9:07 p.m.

Jenna Goad, Assistant to the City Manager, Christina Panaitescu, Grants & Neighborhood Services Supervisor, and Martina Kuehl, consultant hired to assist with the CDBG planning documents, conducted a public hearing for the PY2021-2025 CDBG Consolidated Plan and PY2021 Annual Action Plan to receive public comments on the draft plans.

Ms. Kuehl provided an overview of the 5-year consolidated plan process stating that it was the framework for the long-term use of Community Development Block Grant funds. She added that the plan included seven required elements of affordable housing, homelessness and special populations, non-housing community development, barriers to affordable housing development, lead-based paint, anti-poverty strategy and institutional structure and coordination.

Ms. Kuehl reviewed the priorities and goals outlined in the plan that included high priority activities and low priority activities.

Ms. Panaitescu stated that the annual action plan would need to be completed each year to communicate to the U.S. Department of Housing and Urban Development (HUD) how the City planned to spend the upcoming allocation. She added that the projects that were identified in the plan, were required to be tied to one of the priorities.

Ms. Panaitescu stated that the allocation would be \$422,807 and the activities that were proposed to be funded with the allocation were community improvements such as the North Subdivision streetlight project and program administration.

Ms. Goad noted that the next steps included a public comment period through April 30. The final plans, along with a record of the public comments received, would be brought back to the Council for consideration on May 10. The City expected the funds to be available after July 1, pending HUD approval.

Mayor Lord closed the Public Hearing at 9:18 p.m.

BUSINESS

16. **FOREIGN TRADE ZONE POLICY**

Harry Paxton, Economic Development Project Manager, presented a request to approve the Foreign Trade Zone policy. Mr. Paxton reviewed the Council's previous actions dating back to July 2009 when the Council approved participation in the Greater Maricopa Foreign Trade Zone. He stated that the purpose for creating the program was to attract quality companies to the City's industrial areas.

Mr. Paxton recapped the Council's policy direction that included encouraging

development, provide incentives consistent with the City's development policies, encourage the location of the City's targeted industries, specifically high-wage jobs and provide a periodic review of the policy and assess if the policy needed amending.

Mr. Paxton provided the details of the proposed policy that included items such as manufacturing companies employing at least 100 persons, and pay 51% of employees 125% of the Arizona median wage and reviewing the policy every three years.

A discussion ensued regarding job criteria for companies and how the policy could prohibit companies coming to Goodyear who could not meet the 100 job requirement.

MOTION BY Councilmember Joe Pizzillo, SECONDED BY Councilmember Laura Kaino to ADOPT RESOLUTION NO. 2021-2154 APPROVING FOREIGN TRADE ZONE POLICY OF THE CITY OF GOODYEAR DATED APRIL 26, 2021; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT INTENT OF THE RESOLUTION; LIMITING APPLICATION OF TAX POLICY TO FUTURE FTZ SITES; AND PROVIDING FOR AN EFFECTIVE DATE. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Laura Kaino

NAY: Vice Mayor Bill Stipp, Councilmember Brannon Hampton

Passed

INFORMATION ITEMS

Julie Karins, City Manager, reminded residents that April 27 was the final day for residents to complete the City's Citizen's Satisfaction Survey. The results of the survey would be presented to Council in June.

FUTURE MEETINGS

May 10, 2021	Work Session	5:00 p.m.
May 10, 2021	Regular Meeting	6:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Regular Meeting at 9:34 p.m.

Darcie McCracken, City Clerk

Georgia Lord, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on April 26, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021.

SEAL:

Darcie McCracken, City Clerk

AGENDA ITEM #: 2.
DATE: 05/10/2021
AI #:243



CITY COUNCIL ACTION REPORT

SUBJECT: AGREEMENT FOR BASIC ANIMAL CONTROL SERVICES BETWEEN MARICOPA COUNTY AND THE CITY OF GOODYEAR

STAFF PRESENTER(S): Santiago Rodriguez, Chief of Police

SUMMARY:

Maricopa County Care and Control provides enhanced services to ensure that Animal Control will provide the City with priority service with response to calls, guarantee Animal Control will respond to 100% of calls for service and provide increased hours for service. The animal care and control services provided by Maricopa County Animal Control are at a cost that is far less than the City would be able to provide with its own personnel, equipment and facilities. The current intergovernmental agreement with Maricopa County Care and Control, effective July 1, 2019, is being superseded by the July 1, 2021, contract.

Recommendation:

Approve the Intergovernmental agreement between the city of Goodyear and Maricopa County for animal care and control services. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT:

The animal care and control services agreement is funded in the Police Department General Fund base budget. The FY2022 amount, of \$84,796, is less than the original contract estimated.

BACKGROUND AND PREVIOUS ACTIONS:

In 2013, the Intergovernmental Agreement with Maricopa County Animal Care and Control provided for enhanced services to ensure that Animal Control will provide the City with priority service in response to calls, guarantee Animal Control will respond to 100% of calls for service and provide increased hours for service. This contract was modified in 2018 with additional amendments in 2019 and 2020.

STAFF ANALYSIS

The Intergovernmental Agreement between the City of Goodyear and Maricopa County Animal Care and Control is needed to respond to the numerous calls for service received for Goodyear residents involving the pickup, capture, and housing of unclaimed or dangerous dogs and other animals at large in accordance to the Goodyear City Code Chapter 7, Article 7-1 (Rules and Regulations), 7-2 (Rabies/Animal Control Leash Law) and 7-4 (Animals at Large). Continuing this IGA to provide this service continues to be beneficial to the City, until the City has the resources available to provide this service in house.

INTERGOVERNMENTAL AGREEMENT ANIMAL CONTROL SERVICES

BETWEEN

Maricopa County
Administered by its Animal Care & Control Department

and

The City of Goodyear

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) for Animal Control Services is entered by and between Maricopa County, a political subdivision of the State of Arizona, administered by its Animal Care & Control Department (“MCACC”) (collectively referred to as “COUNTY”), and the **City of Goodyear** (“CITY”), a municipal corporation of the State of Arizona. The COUNTY and CITY are collectively referred to as “Parties” and individually as “Party.” In consideration of the following, the Parties agree as follows:

1.0 PURPOSE: The purpose of this Agreement is to memorialize the Parties’ rights and responsibilities regarding the COUNTY’S provision of Animal Control Services to the CITY. The CITY needs Animal Control Services and desires to enter into this Agreement with the COUNTY to appoint the COUNTY as the statutory Enforcement Agent for the CITY to administer Animal Control Services, as defined in this Agreement.

2.0 AUTHORITY

- 2.1 Arizona Revised Statutes (“A.R.S.”) § 11-952 and 11-1013 authorize the COUNTY and CITY, as public agencies, to enter IGAs for joint cooperative action, which includes animal control services;
- 2.2 A.R.S. § 11-251(47) authorizes the COUNTY to make and enforce ordinances for the protection and disposition of Domestic Animals subject to inhumane, unhealthful, or dangerous conditions or circumstances;
- 2.3 A.R.S. § 11-1005(A)(3) and COUNTY Ordinance No. P-13, Rabies/Animal Control (“COUNTY Ordinance No. P-13”) authorize the Board of Supervisors to contract with the CITY to enforce the provisions of any CITY ordinance enacted for the control of dogs if the provisions are not specific to breed;
- 2.4 A.R.S. § 11-201(A) authorizes the Board of Supervisors (“BOS”) to act on behalf of the COUNTY;

- 2.5 Pursuant to A.R.S. § 11-1005 (A)(1), the BOS has designated MCACC as the “COUNTY enforcement agent” to perform animal control services. A.R.S. § 11-1007 authorizes the COUNTY enforcement agent to carry out its duties; and,
- 2.6 City of Goodyear Charter Article VIII authorizes the City to enter into agreements and City of Goodyear Code Ordinance Chapter 18 authorizes city civil code enforcement.

3.0 TERM: This Agreement is effective on July 1, 2021 (“Effective Date”) and terminates on June 30, 2022 (collectively, “Term”).

4.0 RENEWAL: The Parties may renew this Agreement up to two successive two-year terms/ as many times as desirable, but each extension may not exceed the duration of the Term (“Renewal”).

5.0 AMENDMENTS: Nothing in this Agreement may be modified or waived except by prior written amendment, duly executed by authorized signers for Parties. The Parties may renew or amend this Agreement upon the mutual written agreement signed by authorized signers for the Parties.

6.0 DEFINITIONS

6.1 The Definitions at A.R.S. § 11-1001 and CITY of Goodyear Code, § Chapter 7 are hereby incorporated into this Agreement and shall be capitalized when used in this Agreement. In the event the COUNTY and CITY definitions conflict, the COUNTY definitions shall control. Additionally, the following terms are used in this Agreement.

6.2 **Aggressive Dog:** Any dog that has bitten a person or domestic animal without provocation or that has a known history of attacking persons or domestic animals without provocation.

6.3 **Animal:** Refers to dogs but may also include cats that have bitten a human.

6.4 **Animal At-Large:** A dog that is not contained by an enclosure or physically restrained by a leash.

6.5 **Animal Control Ordinance:** Laws set forth by A.R.S. Title 11, ordinances adopted by Maricopa County for unincorporated Maricopa County, and ordinances adopted by CITYs and Cities contracted with MCACC to provide Animal Control Services.

6.6 **Animal Control Services:** Services provided by MCACC that have been contracted and approved by the CITY or City and Maricopa County. Animal Control Services includes the following services performed within the response periods prescribed in Appendix B:

6.6.1 control or impound of Animals (dogs) At-Large;

6.6.2 enforcement of licensing and rabies vaccination laws and ordinances; and

6.6.3 rabies surveillance and impound of Animals who have bitten a human.

- 6.7 **Bite Animal At-Large:** An Animal that has bitten a human.
- 6.8 **Confined Stray-** Any dog which has been found roaming at large and the primary finder has taken into their private home or business for the purpose of confinement at the County Pound.
- 6.9 **County Observed Holidays:** Holidays identified in Appendix D.
- 6.10 **Domestic Animal:** As defined at A.R.S. § 11-251 (47), an animal kept as a pet and not primarily for economic purposes.
- 6.11 **Enforcement Agent:** As defined at A.R.S. § 11-1001 (4), the person in each County who is responsible for the enforcement of the animal control statutes and any rules adopted pursuant to those statutes.
- 6.12 **Limited Operation Hours:** Refers to the hours of 5 p.m. to 10 p.m. seven (7) days a week except County Observed Holidays. Restricted access available to police and fire needing assistance with Priority 1 activities. Not intended for general public access. Communication police line is direct service dispatcher to dispatcher.
- 6.13 **Normal Hours of Operation:** Refers to the hours of 8 a.m. to 5 p.m. seven days a week except County Observed Holidays.
- 6.14 **Owner:** As defined in A.R.S. § 11-1001(10), any person keeping an animal other than livestock for more than six consecutive days.
- 6.15 **Priority 1 Dispatch:** Request for service from the police or fire departments or calls from the public involving a Bite Animal At-Large.
- 6.16 **Priority 2 Dispatch:** Request for service involving an Animal At-Large on school property while school is in session, Aggressive Dog(s), or if the dog is reported to have any type of injury or sickness Stray Dogs in imminent harm. May include lower level calls for service that require immediate attention based on the situation.
- 6.17 **Priority 3 Dispatch:** Request for service to impound stray dogs confined by the primary finder, at a private home or business. Bite cases, which have not just occurred, to investigate and/or advise quarantine.
- 6.18 **Priority 4 Dispatch:** Request for service to enforce license or leash laws. The location of the dog and dog owner is known, and a violation witnessed and reported for investigation of leash law.
- 6.19 **Primary Finder:** Citizen who has personally located and confined a stray dog and has taken the dog into their private home or business for purposes of confinement at the COUNTY Pound.
- 6.20 **Response Time:** The time within which the COUNTY will respond to a call for service which varies based on the time of the call and the priority assigned to the call.
- 6.21 **Stray Dog:** Means any dog three months of age or older running at-large that is not wearing a valid license tag.

- 6.22 **Sick or Injured:** A stray dog which has been reported to have some type of injury or suffering from some type of illness. This can include but is not limited to hit by a car, limping, suffering from heat related issues.
- 6.23 **Third Party:** A person or group, not under contract with the County or other municipality, that receives from the primary finder, traps, picks up, and/or confines for any period of time, Animals from another. For example, veterinarians and citizen groups who receive Animals from others are Third Parties under this Agreement. Businesses contracted by government jurisdictions to provide Animal Control Services are not Third Parties under this Agreement.

7.0 COUNTY RESPONSIBILITIES

The COUNTY agrees to:

- 7.1 Provide Animal Control Services to the CITY, as defined and further prescribed in Appendix B.
- 7.2 Submit invoices quarterly for Animal Control Services provided.
- 7.3 If the CITY changes its Ordinance, the COUNTY may at its option, decline to enforce the changes to the ordinance or enter a written amendment adding enforcement of such changes, which may include modification of service and additional payment terms.

8.0 CITY RESPONSIBILITIES

The CITY agrees to:

- 8.1 Pay the COUNTY for Animal Control Services performed under this Agreement in accordance with Appendix A of this Agreement. The CITY will submit payment to COUNTY within thirty (30) days of receiving an invoice.
- 8.2 Notify the COUNTY of CITY ordinance changes no later than 90 days prior to the effective date of the change.

9.0 RECORDS

- 9.1 At minimum, the Parties shall keep the following records under this Agreement (“Records”):
 - 9.1.1 Intake counts.
 - 9.1.2 Electronic impound records.
 - 9.1.3 Documentation of CITY attempts to return Animal to owner.
 - 9.1.4 All documentation related to dog licenses.
 - 9.1.5 All documentation related to rabies.
 - 9.1.6 All documentation related to Immigration; E-Verify, Section 20.
 - 9.1.7 Any other books, accounts, reports, files, or other documents related to this Agreement required under law.
- 9.2 The CITY will have access to COUNTY dog licensing data through a web portal, calls to the animal control facility, and by email.

- 9.3 The Parties shall retain records in accordance with their applicable retention rules and policies. The COUNTY shall retain records in accordance with the COUNTY Records Management policy, A2101. The CITY shall retain records in accordance with the City's approved retention schedule.
- 9.4 The Parties waive the public records procedure for obtaining Records, including when using the web portal, phone calls, or emails for licensing data.
- 9.5 The Parties shall have full access to, and the right to examine, copy, and make use of, all Records relevant to this Agreement no later than ten (10) business days from the date of request.
- 9.6 The Parties acknowledge some Records may be protected from disclosure under Arizona law. The Parties shall consult with counsel prior to disclosing.

10.0 REPORTING: The COUNTY shall provide the CITY with quarterly routine statistical and/or management reports which provide the following information: the number of calls, the date and time the call was received, incident address or area, descriptor (stray/dangerous), and disposition of the call concerning the services provided pursuant to this Agreement.

11.0 FINANCING: The CITY will pay for the impounding and quarantining activities under this Agreement pursuant to the fees and costs schedules in Appendices A and B to this Agreement.

12.0 NON-APPROPRIATION: Notwithstanding any other provision in this Agreement, every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the COUNTY at the end of the period for which funds are available. No liability shall accrue to the CITY or COUNTY in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages due to termination under this paragraph.

13.0 AUDITS

- 13.1 Each Party may audit and inspect the other Party's work to verify compliance with this Agreement.
- 13.2 All Records shall be subject at all reasonable times to inspection and audit by either Party for five years after completion of the Agreement.
- 13.3 The owner of the Records shall produce the requested Records in accordance with this Agreement.

13.4 Each Party, prior to conducting an audit, must give sixty (60) calendar days' notice to the other Party. Notice shall be given as provided in section 14.0.

14.0 NOTICE: Whenever written notice is required or permitted under this Agreement, such notice shall be deemed to have been sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope – certified or registered mail, return receipt requested – or electronically mailed, addressed to:

COUNTY

Maricopa COUNTY Animal Care & Control
Shelter and Field Operations
c/o Dr. Robyn Jaynes, Director
2500 S 27th Avenue
Phoenix, AZ 85009
Robyn.Jaynes@maricopa.gov
(602) 506-2766

cc:

Maricopa COUNTY Animal Care & Control
c/o Lisa Esquivel, Deputy Director
2500 S. 27th Avenue
Phoenix, AZ 85009
Lisa.Esquivel@Maricopa.Gov
(602) 506-5100

CITY

CITY of Goodyear
c/o Police Chief
14455 W Van Buren St Ste E101
Goodyear, AZ 85338

cc: Roric Massey, City Attorney
190 N. Litchfield Rd.
Goodyear, Arizona 85338

15.0 TERMINATION

15.1 Any Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice in compliance with the Notice requirements of this Agreement in section 14. The County may terminate the Agreement immediately upon discovery that the life, health, or safety of an animal or person is in jeopardy because of the actions or inaction of the CITY. The intentional failure of the CITY to provide requested information on a bite incident, attack incident, and/or stray hold constitute[s] the jeopardy of life, health, and safety of an animal and person and is grounds for immediate termination..

15.2 Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement without penalty or obligation, if any person significantly involved in the initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the terminating Party is at any time while the Agreement or any extension thereof is in effect an employee of the other party to the Agreement in any capacity with respect to the subject matter of this Agreement.

- 15.3 In the event of non-payment by CITY, this Agreement shall terminate as of the date of last payment received and COUNTY obligations hereunder shall immediately cease.
- 15.4 Upon termination of this Agreement, all property involved will revert to the owner. Termination will not relieve any Party from liabilities or costs already incurred under this Agreement, nor affect any ownership pursuant to this Agreement. Any Eligible Animals still in the custody of the COUNTY at the termination of this Agreement will become the property of the CITY at the end of the hold period established by statute and will be governed by this Agreement.
- 16.0 INDEPENDENT CONTRACTOR:** The CITY is an independent contractor, including the CITY's employees, agents, and subcontractors. Nothing in this Agreement will be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. Neither Party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other.
- 17.0 SUBCONTRACTING:** The CITY shall not subcontract or assign any responsibility or portion of this Agreement to a subcontractor without the prior, express, written consent of the COUNTY. The COUNTY reserves the right to reject a subcontractor if the COUNTY determines the subcontractor fails to comply with any term of this Agreement or if the COUNTY determines the subcontractor does not pass a background check or fails any other criteria related to the health or safety of Animals and employees.
- 18.0 ASSIGNMENT:** This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Parties, and any assignment in contravention of this provision shall be null and void.
- 19.0 NONDISCRIMINATION:** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- 20.0 IMMIGRATION; E-VERIFY:** To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and all subcontractors, with all federal immigration laws and regulations relating to their employees, and, compliance with the E-Verify requirements under A.R.S. § 23-214(A). Any Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Party may terminate this Agreement. The Parties retain the legal right to inspect

the papers of any other Party to ensure that the Party is complying with the above-mentioned warranty under this Agreement.

21.0 INDEMNIFICATION: To the fullest extent permitted under Arizona law, each Party and its agents (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party and its agents (as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including but not limited to court costs, attorneys’ fees, claim processing) (collectively, “Claims”) arising out of bodily or personal injury (including death) of any person or tangible or intangible property damage, in whole or in part, by the negligent or willful acts or omissions of Indemnitor. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation law. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Indemnitor against all Claims. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the COUNTY or the CITY in any State or Federal Court arising from the negligent or willful acts or omissions of the Parties.

22.0 DISPUTE RESOLUTION: In the event a dispute under this Agreement arises between the Parties, the Parties will follow this process:

22.1 The Parties will meet and confer in person about the issue. The Parties will make their best efforts to reach a resolution at this meeting.

22.2 If the Parties are unable to resolve the conflict after the in-person meeting, within ten (10) business days after the meeting, the Party raising the issue shall prepare a written conflict report and deliver to the other/receiving Party for a response. The conflict report shall include, at minimum, a section summarizing relevant background, an issue statement, and a proposed solution. The receiving Party shall prepare and deliver a written response within ten (10) business days from the date of receipt of the conflict report.

22.3 If the Parties cannot resolve the issue after assessing the conflict report and response, the Parties shall once again meet and confer in person to discuss the conflict report and response and try to resolve the issue. The Parties shall make their best efforts to reach a resolution at this meeting.

22.4 If the Parties are still unable to reach a resolution, the Parties may seek resolution through mediation/arbitration. The Parties may provide the conflict report and response to the arbitrator to aid in resolution. The Parties shall select a mutually acceptable third-party as arbitrator. Each party shall bear its own arbitration fees, attorneys’ fees, and costs.

23.0 PARTIAL PERFORMANCE: The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms of this Agreement

shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other term, either in the past or in the future.

24.0 FORCE MAJEURE: Neither Party shall be responsible for delays or failures in performance resulting exclusively from unanticipated, unpreventable, uncontrollable, exceptional, and overwhelming events or acts. This includes acts or events of nature, such as fires, pandemics, floods, hurricanes, monsoons, tornadoes, or communication line or power failures; and, acts or events of people, such as riots, wars, and governmental regulations imposed after the fact.

25.0 INSURANCE: The Parties agree to secure and maintain sufficient insurance coverage for all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

26.0 APPLICABLE LAW: Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal and State whether or not specifically referenced herein.

27.0 VENUE; CHOICE OF LAW

27.1 The proper venue for any proceeding arising from this Agreement shall be Maricopa COUNTY, Arizona. This Agreement shall be construed in accordance with and be governed by the laws of the State of Arizona.

27.2 This Agreement and all obligations imposed on the Parties arising under this Agreement shall be subject to any limitations of budget law or other applicable local law or regulations. No term in this Agreement shall be construed to relieve the Parties of any obligations or responsibilities imposed on Parties by law. This Agreement shall be construed in accordance with the laws of the State of Arizona.

28.0 HEADINGS: Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

29.0 ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

IN WITNESS WHEREOF, the undersigned represent and warrant that he/she is duly authorized to execute and deliver this Agreement on behalf of each Party and that this Agreement is binding on said Party in accordance with its terms. The Parties enter into this Agreement as of the Effective Date, as defined in Section 3.0 of this Agreement (Term):

MARICOPA COUNTY

CITY OF GOODYEAR

By:

By:

Jack Sellers, Chairman
Maricopa County Board of Supervisors

Mayor
City of Goodyear

Date

Date

Attest:

Attest:

Juanita Garza, Clerk of the Board

Darcie McCracken, City of Goodyear Clerk

Date

Date

Approved as to Form:

Undersigned counsel has reviewed the foregoing Agreement pursuant to A.R.S. § 11-952 (D) and has determined it is in proper form and within the powers and authority granted under the laws of this state to the COUNTY and CITY.

Talia Offord, Senior Deputy County Attorney
Attorney for Maricopa County

Roric Massey
Attorney for City of Goodyear

Date

Date

APPENDIX A

**COMPENSATION SCHEDULE FOR
ANIMAL CONTROL SERVICES**

1. COUNTY Service Level: Animal Control Services
2. Service Cost for Initial Term: \$84,796

For the initial term of this Agreement, the CITY agrees to pay the COUNTY \$84,796. Thereafter, the CITY shall pay the COUNTY those fees approved by the Maricopa County Board of Supervisors in accordance with a formula developed by the Department, which require full recovery of the COUNTY's direct and indirect costs. See Appendix A.

APPENDIX B

SERVICES

1. The COUNTY, as the appointed Enforcement Agent, shall be responsible for and enforce the Animal Control Ordinance for the CITY. *See Appendix E.*

2. Minimum Staffing: Staffing will be sufficient to respond to ninety percent (90%) of service requests within the period prescribed below

3. Response Times: The COUNTY will respond during Normal Hours of Operation. COUNTY staff will arrive at the scene of a reported service request within the time prescribed below based on the service classification:

Priority 1	1 hour
Priority 2	2 hours
Priority 3	48 hours
Priority 4	72 hours

**See Appendix C for call for service types by priority.

4. Response Time during Limited Operations Hours: The COUNTY will only act on Priority 1 and 2 calls for service during Limited Operation Hours and only when the requesting police agency agrees to remain on scene for the duration of the time needed to handle the call for service. The COUNTY will not respond to priority 3 or 4 calls for service after 3pm until the commencement of the next Normal Hours of Operation. The response time for Limited Operations Hours will be two (2) hours maximum. The response time could be longer should a higher priority call for service be received. The choice to respond to higher priority calls is at the discretion of the COUNTY.

5. The COUNTY shall not respond to scenes involving owned animals being seized or impounded as a part of a police function related to neglect, abuse, abandonment, arrests, crime scene investigations, fire scenes, or any situation where the law enforcement officer has seized an owned animal. The COUNTY will not respond to citizen response requests for abuse, neglect, or cruelty of animals.

6. Law enforcement agencies needing assistance in accordance with this IGA can call the COUNTY Field Dispatch non-public phone line (602-506-1309) to request general assistance during Normal Hours of Operation and after 5pm for Priority 1 or 2 calls. The decision to respond is based on the information provided to staff at the time of the request. The COUNTY reserves the right to respond to non-emergency requests at the beginning of the next Normal Hours of Operation.

7. While the COUNTY is closed for business on all COUNTY Observed Holidays, the COUNTY reserves the right to provide limited response times from 7am to 10 pm on COUNTY

observed holidays. The police only line will be staffed for Priority 1 calls for service from 7am to 10pm on COUNTY Holidays.

8. The COUNTY shall provide lost and found service from 8am to 5pm seven (7) days per week to allow for citizens to report found and lost dogs at (602) 372-4598. This service will not be provided during the holiday coverage prescribed in Paragraph 7.

9. The COUNTY shall provide call center services during Normal Hours of Operation and 24-hour online services for citizens to report animal control issues, conduct licensing transactions, and ask general animal control questions. Call center services will not be provided during the holidays prescribed in Paragraph 7.

10. The COUNTY at its discretion may pick up dogs from Third Parties.

APPENDIX C

PRIORITY CLASSIFICATIONS

Maricopa County Animal Care & Control

Service Contract Priority List

Service hours: 8 a.m. – 5 p.m. Normal Hours of Operation

5 p.m. – 10 p.m. Limited Hours of Operation and County Holidays

Priority-1 1-hour-or-less	Priority-2 2-hours	Priority-3 48-hours	Priority-4 72-hours	Priority-0--Other by appointment		
Officer needs assistance: police/fire/animal control officer. Officer on scene	Menacing animal at large imminent safety hazard	On duty municipal employees, not LEO	Area check no aggression	Vicious animal petition	Maricopa County Constables or Public Fiduciary	
Animal bite running at large / imminent safety hazard within last hour	Animal in trap	Trap check/Trap Pick up	Leash Law	Court appearance or delivery	Kennel permit inspections	
Animal at large on school grounds. (school in session) does not include colleges	Sick or injured stray	Confined stray dog at business or home	Third Party Pick-ups		Canvassing	
Attack which has taken place in the last hour; dog still at large and possess immediate threat	Officer needs assistance: police/fire/animal control officer. Officer not on scene	Attack older than 3 hours. Animal bite investigations follow up second sequence		Barking dog	Public Information Booth	
	Attack within the last 3 hours dog still at large	Dog confined on school grounds		Kennel Permit		
	Animal bite investigation	Will show		Admin duties		

APPENDIX D
COUNTY OBSERVED HOLIDAYS

New Year's Day
Martin Luther King
Presidents Day
Memorial Day
Labor Day
Veterans Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

APPENDIX E

CITY of Goodyear

Dog not permitted at large	7-2-9D
Dog not permitted at large public	7-2-9C
Dog not permitted at large park	7-2-9C
Vicious	7-1-1
Failure to License	7-2-5
Unlawful Interference	7-2-12
Failure to wear	7-2-9B
Removal from impound	7-2-13
Failure to Quarantine	7-2-11A
Kennel Permit	7-2-7E
Unlawful Keeping	7-2-14

AGENDA ITEM #: 3.
DATE: 05/10/2021
AI #:216



CITY COUNCIL ACTION REPORT

SUBJECT: DESIGN SERVICES AWARD FOR PROJECT 35003 – POLICE BUILDING PHASE II

STAFF PRESENTER(S): Santiago Rodriguez, Chief of Police

SUMMARY:

This action authorizes the expenditure of funds up to \$1,204,880 for Design Services for the Police Building Phase II. If awarded, these funds will allow the city to enter into a contract with Architekton in the amount of \$1,048,670.12 to provide design services including the administration of design team contracts, coordination of the design team's work, project budget, and development and maintenance of the overall project schedule for phase II of the Police Operations Building. Additional authorization will allow for any adjustments that may be required through this process .

Recommendation:

Approve expenditure of funds up to \$1,204,880 for design services and administration for the Police Building Phase II. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT:

The FY2021 Capital Improvement Program budget includes \$1,262,500 for design services for the Police Operations Building, Phase II project. Purchase orders for expenditures not requiring council authorization for design and programming services, totaling \$57,620, have already been encumbered. With this authorization, the entire FY2021 design budget of \$1,262,500 will have been authorized for use.

BACKGROUND AND PREVIOUS ACTIONS:

Per City of Goodyear Resolution 08-1255, all expenditures of budgeted funds in excess of \$500,000 must obtain Council approval. The city has developed and approved a Capital Improvement Program for FY2021 through FY2025. The Police Operations Building, Phase II is planned for design and construction per this plan.

The city's Land Use Assumptions, Infrastructure Improvements Plan, and Development Fees Study (dated 5/12/14) identified the need for additional Police facility capacity by 2023. A police operations center was adopted as a Facilities and Technology project in the FY 2015-2024 Capital Improvement Program. In the FY 2016 – 2025 Capital Improvement Program, the complete build out of the operations center was split into two projects, with the Phase II expansion identified for completion in FY2024. Phase one of the Police Operations Center was completed in December 2016, and the building opened for use on January 1st, 2017.

An initial Program and Concept Study for Phase II was completed on 3/27/2019, identifying the

general space programming needed to accommodate existing –police department staff. The design phase of the project was stalled due to the COVID pandemic and resumed in December 2020. As part of the design phase, space programming was revisited due to changing administrative needs and rapid growth of department staff, and this program update will be completed on April 23, 2021.

STAFF ANALYSIS

The City formally solicited a Request for Qualifications (RFQ) for design services in November 2020 and all offers received were scored by a five (5) member evaluation team. After proposal review, the evaluation team recommended awarding the contract to Architekton on January 13, 2021.

Once a contract is finalized, Architekton will provide architecture, graphic design, interior design, and design team management services based on an existing site assessment and programming, including associated infrastructure, utilities, roadway, and hardscape and landscaping specific to the site.

Staff will return with a guaranteed maximum price (GMP) in the spring of 2022 to ask City Council for an Expenditure Approval to construct the Police Building Phase II project. The existing site will remain in use throughout design and construction of additional square footage, including a second floor above a portion of the existing building footprint. The project will relocate staff from Police Administration, the Professional Standards Division, Training Division, Criminal Investigations, and the Office of the Chief, as well as plan for future growth and allow for police administrative functions to be housed under one roof.

Attachments

GYP P2 Fee Proposal

March 25, 2021

Troy Tobiasson, *Sr. Project Manager*
Engineering Department
City of Goodyear, Arizona
14455 West Van Buren St, Suite D
Goodyear, AZ 85338

Re: Solicitation # 21-5785
Architectural and Engineering Services Proposal
Schematic Design through Construction Administration Phases
Goodyear Police Building Phase 2
Goodyear, Arizona

Dear Mr. Tobiasson,

Architekton offers this design team fee proposal for the Programming through Construction Documentation Phases services as defined in this fee proposal for the new Goodyear Police Building Phase 2 at the Goodyear Police Operations Building located at 11 N. 145th Ave. Goodyear, AZ 85338 (Parcel APN 500-10-732). It is understood the Construction Administration Phase services will be amended to this contract during the Guaranteed Maximum Price Negotiation Phase with the successful Construction Manager at Risk.

This proposal anticipates the City of Goodyear will procure the services of a Construction Manager at Risk (CMAR) for pre-construction and construction services. The design team will support the CMAR's role throughout the project.

This proposal is presented in three sections; the **Scope of the Project** section defines our understanding of the project, the services being offered are identified in the subsequent section, **Scope of Services**, and the fees requested for the services are identified in the **Compensation** section.

The design team members whose fees are included in this fee proposal are:

- **Architekton** will provide Architecture, Graphic Design, Interior Design, and design team management services
 - *If acceptable to the City, the Design team will use the Geotechnical report and ALTA survey that were prepared for the Goodyear Police Operations Phase 1 project as the basis for this project*
- **Dibble Engineering** will provide an updated limited site survey (topography, boundaries, and utilities), utility availability study report, and Civil Engineering Services
- **Moore/Swick Partnership** will provide Landscape Architecture Services
- **Henderson Engineers** will provide the mechanical, plumbing, electrical, fire protection, fire alarm system and low voltage systems engineering services (RCDD Designed Telecommunications Technology, Security and Audio-Visual Systems engineering as described in the attached Henderson Engineering fee proposal)
- **BDA Engineering** will provide the structural engineering services
- **Abacus** will provide cost estimating peer review of the CMAR's Schematic and Design Development cost estimates

- *It is the design team understanding the City of Goodyear does not require this project to achieve LEED Certification. However, sustainability strategies and Low Impact Design (LID) concepts will be considered and incorporated in the design.*

Scope of the Project

Based upon discussions with the City of Goodyear and prior to receiving or determining additional building program, it is the design teams understanding the anticipated building program could approach approximately 27,500 gross sf distributed between two floors. The project will relocate and plan for future growth of Police Administration, CID, Professional Standards, Volunteers, Office of the Chief, Quartermasters storage, Training and Shooting Range (8 lanes) so all police functions are in one building. Additional program spaces and future growth area will be determined during the Program Verification Phase.

The secured parking lot will be enlarged to provide as many parking stalls as feasible while still meeting Goodyear Code Requirements. The masonry wall around the lot will be altered and expanded to encompass the retention basin. The existing retention basin and drainage channels will be reshaped to serve the new offsite usage needs while maintaining the retention capacity per the City Codes. Exterior areas for officer training, calisthenics, a running track, and K-9 training will be provided. (see diagram below)

The project will be designed to meet the City of Goodyear current Facility Standards.



Our understanding is the construction Hard Cost budgeted for this project is approximately \$13,780,000. (26,000 sf x \$530/sf) The construction budget includes the hard construction cost of the building and site, built-in casework and finishes, kitchen equipment, and shooting range equipment.

The City has set aside an 8% construction cost contingency for an additional \$1,102,400. This amount will be administered by the City with the CMAR.

The city has set aside additional funding for Additional Project Construction costs for Permitting, City Construction Administration costs, SWPP/Erosion Protection, Construction Surveying, Materials testing, As built/redlines, General Conditions and some APS utility costs. This amount \$3,988,482.20 will be administered by the City.

The city has set aside additional funding for Furniture, Fixtures and Equipment (FFE) costs including Information Technology Equipment (IT) and a contingency. This amount \$2,190,317.22 will be administered by the City.

The City has set aside additional funding as a design contingency. This amount \$49,936.00.

Therefore, the Grand Total Project Costs NOT including Design Costs are budgeted at \$22,114,259.39.

Our recent experience in completing construction on several very similar projects is that the construction budget escalated to 2022 should be set at approximately \$530/gsf as noted above for the hard construction costs. We believe the budget will allow for approximately 26,000 gross square foot building program. Therefore, we will work with the City, the Goodyear Police Department key stakeholders and the CMAR to achieve the hard construction cost budget goals cited above. The Architekton design team will assist the city with the other budget components.

Scope of the Services

Project Management Services

Architekton will provide project management services as part of its role as the architect of record. Those services include developing and maintaining the project schedule, administering the design team contracts, coordinating the design team's work and project budget. Architekton will prepare the meeting agendas and subsequent meeting minutes during the design phase. The CMAR will provide them from the GMP development phase to the end of the construction.

It is assumed that once the CMAR is brought on board, they will participate in all design meetings with the stakeholders and City of Goodyear Engineering. They will develop a Baseline Budget from the approved program to determine the viability of the program. The design team will work with the CMAR throughout to coordinate the design within that framework.

Program Update and Verification Phase Services

It is understood that Program Update and Verification Phases services are being procured by the City of Goodyear under a separate contract. Architekton will work with the information received from that contract to begin this contract at the Schematic Design Phase.

Schematic Design Phase Services 15% Submittal

Site Survey

Architekton will work from the ALTA survey and as-built Civil drawings prepared from the Goodyear Police Operations phase 1 project. This fee proposal includes performing a Project Control Survey for use by the design team confirming project control for the site, the basis for elevation and the basis for coordinates. The proposal includes a Topographic Survey and Basemap to the limits shown in the attached Dibble Engineering Fee Proposal. If Goodyear engineering department required further survey information, then Architekton can provide that for an additional fee.

Site Utilities

Architekton will rely upon the as-built documentation from the Goodyear Police Operations Phase 1 for information on the availability of utilities to the site. This fee proposal does not include procuring additional site utility information. If it is discovered additional utility information is required, Architekton will work with the City to determine the best method to get that information and would then provide an additional fee proposal if necessary. See Attached fee proposal from Dibble Engineering for Civil engineering information used to develop this fee proposal.

Civil Engineering

See the attached Fee Proposal form Dibble Engineering for Civil Engineering and Utility assistance services included in this fee proposal.

Geotechnical Report

Architekton will use the Geotechnical Report prepared for Goodyear Police Operations phase 1 project for the Phase 2 work. This fee proposal does not include procuring an additional Geotechnical Report. If Goodyear engineering department deems a new report is necessary, then Architekton can provide that for an additional fee.

Architecture Services

Schematic Design Phase Services (30% Set)

Architekton anticipates providing Conceptual Design update services under a separate contract with Swan Architects and that an agreed upon conceptual design will be included in those services. The agreed upon concept plan will be developed into a concept site and floor plans for presentation and reviewed with the key stakeholders. From that presentation the approved concept site and floor plan will move forward to create the Schematic Design Submittal Documents. As a minimum, those documents will include the requirements defined by the AIA for Schematic Design deliverables.

In addition to the required deliverables, preliminary furniture layout a computer model and renderings will be provided to the City of Goodyear. It is assumed the schematic cost estimate will be prepared by the CMAR. While the City of Goodyear is reviewing the package and the CMAR is developing their cost estimate (three weeks), the design team will perform QAQC review of the document. Abacus will perform a peer review of the CMAR's Schematic Design Cost Estimate.

Design Development Phase Services (30% Construction Set)

The design team will prepare the design and site plan review submittal and achieve planning and zoning approval at the completion of this phase of the project. A formal Amended Site Plan per the Development Continuum including Due Diligence and Pre-Application Meetings are anticipated. They will also meet with the Building Safety Department to strategize any major points for the Code Compliance.

A series of Design Development Workshops will be scheduled with the CMAR and the City of Goodyear Stakeholders. The stakeholders will include key user group individuals, and key City of Goodyear maintenance personnel for the HVAC, electrical systems, lighting, IT, Security Systems, Access Control, A/V systems, Fire Protection systems, Building Safety Department, furniture, preferred furniture vendor, streets and traffic engineering, building and site maintenance. The Workshops will use the base approved BIM model, discuss the desired building/site system and its integration into the building/site.

After these workshops are complete, another workshop will occur with the CMAR and City of Goodyear project management to discuss construction costs and any controls needed to maintain the budget. The CMAR will prepare a construction Cost estimate from the Design Development (30% Completion set). Abacus will prepare a construction cost estimate from this set as well and reconcile it with the CMA. The Design Development set will be prepared and submitted. The deliverables will be, at a minimum, the requirements defined by the AIA for Design Development deliverables (30% Submittal).

Preliminary Construction Documents (60% Construction Set)

The design team will prepare the construction documents from the City of Goodyear approved Design Development submittal. The project will be prepared using Autodesk Revit but can be issued in other forms that City of Goodyear may require. The CMAR will prepare a construction Cost estimate from the Preliminary Construction Documents Set (60% Completion set). Abacus will prepare a construction cost estimate from this set as well and reconcile it with the CMA. The deliverables will be, at a minimum, the requirements defined by the AIA for Construction Document Drawings.

Final Construction Documents & GMP Development

The design team will prepare the final construction documents from the City of Goodyear approved 60% Construction Document submittal picking up the comments offered. The project will be prepared using Autodesk Revit but can be issued in other forms that City of Goodyear may require. A 90%-complete set of plans will be submitted to the City of Goodyear Building Safety Department for building permits as corrected to pick up their comments until a building permit is available for the CMAR to acquire (100%-complete construction documents). Architekton will work with the Goodyear Plan Reviewers to have the amended Site Plan and Building Permit Review to be completed at the same time.

The design team will work with the CMAR in their Guaranteed Maximum Price (GMP) development, answering requests for information, providing clarifications, and issuing revised documentation. The design team will review the GMP with the City of Goodyear and advise on any observed inaccuracies. A peer review of the GMP by Abacus is not included in this proposal but can be provided as an additional service.

Structural Engineering, Landscape Architecture, Mechanical, Plumbing, Electrical, Low Voltage Systems Engineering and limited Construction Cost Review Consultancy services are included. Proposals are attached and included.

Other Included Services:

Interior Design

Architekton will provide Interior Design services for the project. Our interiors team will assist the architecture team layout the appropriate space for each area considering furniture, clearances, and equipment. They will prepare up to three interior finish palettes for the City of Goodyear to discuss and review. The palettes will consider at a minimum floor, wall, ceiling, door, and window treatment finishes. They will include built-in casework designs and finishes, hardware finishes, light fixtures, fixed and loose furniture, and fabrics. The interior design team services are integrated with the architecture team throughout these phases of the project.

The City of Goodyear will supply a furniture vendor and a furniture budget in the Design Development Phase. Architekton will lay out the furniture based upon project requirements, stakeholder discussions and the approved design. Architekton will review the City of Goodyear's furniture vendor's selection of the furniture (from their City of Goodyear standard systems) that was based upon the approved design. Architekton will coordinate the selected furniture systems power/data, colors, and fabrics to work with the overall interior design. Architekton will coordinate the installation of the furniture with the furniture vendor at move in.

Graphic Design and Wayfinding

Architekton will provide Graphic Design services for the project. Our graphic designer will assist the architecture team layout the appropriate location and messaging for each area of the building including room identification, wayfinding, and code compliance. They will also provide signage design services for the exterior wayfinding and building identification. They will work with the City of Goodyear graphic standards and prepare up to three graphics concepts for the City to discuss and review. The City of Goodyear will select one for further development into the complete graphics documents.

The CMAR will supply a Signage subcontractor in the time sensitive stages of construction. Architekton will review and eventually approve their shop drawings that were based upon the signage drawings in the Construction Documents. Architekton will assist the Sign Subcontractor locating the signs in the field during construction.

Construction Administration (Not included in this fee proposal)

Construction Administration services will be an amendment to this contract to be executed after the GMP for the project has been approved by the City of Goodyear. Fees for those services will be negotiated at that time.

The design team will provide construction administrations services for the project as follows:

- Kick-off meeting with project team
- Weekly construction site meetings/including site progress review/ questions answered/ photo documentation
- Submittal Reviews
- Responses to Requests for Information (RFI's)
- Additional Supplemental Information as needed (ASI's)
- Change Order Request reviews
- Pay Application Reviews if required by the City of Goodyear
- Punch List Operations
 - Ongoing punch list with CMAR

- Final Punch List
- Completed Punch list confirmation (1 visit)
- Close out Documentation Review
 - CMAR Supplied Close out documents as required by their contract will be reviewed by the design team for accuracy
- As-built Document Review/Submittal
 - Revit model will be updated with each RFI or ASI that required graphic documentation
 - The CMAR will also keep record changes on their field set (electronically) their changed sheets will be coordinated with the set provided by the Design Team
 - The final BIM model and exported dwg/pdf set will be submitted to the City of Goodyear with those changes
- 23-month Warranty Walk-through

Just before the two-year warranty period expires; the design team will walk the site and building with the City of Goodyear to document any warranty work that must be addressed by the CMAR before the warranty expires.

Compensation

The design fees are presented in lump sum amounts below. The individual fee proposals from each consultant are attached to this proposal including Architekton’s services. I have included fee development spreadsheet from each consultant to identify the number of hours for each team member who will be assigned to the project in each phase of the work. Their proposal narratives define the services that will be included in each phase as Architekton has done above. The fees are provided in lump sum format and a phase-by-phase format on the next page (Schematic Design, Design Development, and Construction Documents. Construction Administration fees are not included in this proposal and will be negotiated when the GMP is approved.)

Total Design Services Fees this Amendment:

Architekton (Architecture, Project Management)	\$ 566,050.00
Dibble Engineering (Civil Engineering)	46,147.00
Moore/Swick Partnership (Landscape Architecture)	10,680.00
BDA Engineering (Structural Engineering)	96,900.00
Henderson Engineering (Mechanical and Plumbing)	106,755.00
Henderson Engineering (Electrical)	79,235.00
Henderson Engineering (Low Voltage Systems)	36,560.00
<u>Abacus (Cost Estimating)</u>	<u>47,407.12</u>
Total Fees	\$ 989,734.12
<u>City of Goodyear Design Contingency</u>	<u>49,936.00</u>
Total Fees & Goodyear Design Contingency	\$ 1,039,670.12

There are Allowances identified as well. These services may or may not become necessary, or the City of Goodyear may want to procure these services through their own resources. Reimbursable expense allowance is for expenses allowed and approved by the City of Goodyear (direct costs for: mileage, printing, postage, and deliveries)

Allowances

<u>Reimbursable Allowance (direct costs: printing, sample board materials, postage, and deliveries)</u>	<u>\$ 9,000.00</u>
Total Allowance	\$ 9,000.00

Please see that attached proposed schedule for the design services. It is anticipating an April 2021 start, but it can be reset to the actual date determined by the City of Goodyear.

**Goodyear Police Operations Building Phase 2
Architekton Design Team - Schedule**

	Start	Finish
Programming Phase		
Schematic Design Phase (11 weeks)	April 5, 2021	June 25, 2021
Design Development (12 weeks)	June 28, 2021	September 17, 2021
Construction Documents (15 weeks)	September 20, 2021	December 31, 2021
Permitting/GMP Development (20 weeks)	January 3, 2022	May 20, 2022
Construction (60 weeks)	May 23, 2022	July 17, 2023

We look forward to working with the City of Goodyear, Goodyear Police Department and CMAR on this critical project. Please do not hesitate to contact me at my office if you have any questions regarding this proposal.

Sincerely,



Michael Rosso, RA

Architect | Principal

ARCHITEKTON

Attachments:

- Architekton Man-hour fee spreadsheet
- Dibble Engineering Proposal Narrative & Man-hour fee spreadsheet
- Moore/Swick Partnership Proposal Narrative & Man-hour fee spreadsheet
- BDA Engineering Proposal Narrative & Man-hour fee spreadsheet
- Henderson Engineers Proposal Narrative & Man-hour fee spreadsheet
- Abacus Proposal Narrative & Man-hour fee spreadsheet
- Project Schedule

Goodyear Police Operations Building Phase 2 Design Team Fee Schedule per Phase							
Design Team Member		Programming	Schematic Design	Design Development	Construction Documents	Construction Administration	Total
Architekton	Architecture		\$ 138,840.00	\$ 145,570.00	\$ 281,640.00	NIC	\$ 566,050.00
Dibble	Civil-Survey-Utilities		\$ 19,595.00	\$ 12,827.00	\$ 13,725.00	NIC	\$ 46,147.00
Moore Swick	Landscape		\$ 2,760.00	\$ 3,480.00	\$ 4,440.00	NIC	\$ 10,680.00
BDA	Structural		\$ 15,600.00	\$ 15,750.00	\$ 65,550.00	NIC	\$ 96,900.00
Henderson M&P	Mechanical Plumbing		\$ 12,780.00	\$ 29,565.00	\$ 64,410.00	NIC	\$ 106,755.00
Henderson Electrical	Electrical		\$ 12,000.00	\$ 20,085.00	\$ 47,150.00	NIC	\$ 79,235.00
Henderson Low Voltage	Low Voltage Systems		\$ 4,605.00	\$ 13,095.00	\$ 18,860.00	NIC	\$ 36,560.00
Abacus	Cost Consulting		\$ 9,596.96	\$ 20,783.92	\$ 17,026.24		\$ 47,407.12
Sub-Total			\$ 215,776.96	\$ 261,155.92	\$ 476,915.00	\$ -	\$ 989,734.12
Owner's Contingency	Added Design Services						\$ 49,936.00
Total Fees & Owner Contingency							\$ 1,039,670.12

Allowances							
Geotechnical Report	Soils Report NIC						
Reimbursable Expenses	Printing, Sample Boards, Postage and Deliveries (Only as approved by COG)						\$ 9,000.00
Total							\$ 9,000.00
Grand Total Fees and Allowances							\$ 1,048,670.12

**Goodyear Police Operations Building Phase 2
Fee Development Sheet
Architekton Design Team - Architekton**

	Michael Rosso	Glenn Wollenhaupt	Miles Roberts	Ryan Grabe	Joey Childress	Alyssa Robinson	Nickie Abel	
Phase	Project Manager	Project Architect	BIM Manager	Designer & Graphics	Technician	Interior Architect	Administrator	Hours per Task
Schematic Design Phase								Hours per Task
Schematic Design Services	100	300	100	46	400	136	4	1086
Total Hours this phase	100	300	100	46	400	136	4	1086
Fee Rate per personnel	\$ 170.00	\$ 160.00	\$ 150.00	\$ 120.00	\$ 90.00	\$ 125.00	\$ 80.00	Fee Per Phase
Fee per Phase	\$ 17,000.00	\$ 48,000.00	\$ 15,000.00	\$ 5,520.00	\$ 36,000.00	\$ 17,000.00	\$ 320.00	\$ 138,840.00
Design Development Phase								Hours per Task
Design Development Services	100	340	100	40	420	130	4	1134
Total Hours this phase	100	340	100	40	420	130	4	1134
Fee Rate per personnel	\$ 170.00	\$ 160.00	\$ 150.00	\$ 120.00	\$ 90.00	\$ 125.00	\$ 80.00	Fee Per Phase
Fee per Phase	\$ 17,000.00	\$ 54,400.00	\$ 15,000.00	\$ 4,800.00	\$ 37,800.00	\$ 16,250.00	\$ 320.00	\$ 145,570.00
Construction Documents Phase								Hours per Task
Construction Documents	140	420	160	110	840	360	6	2036
Permitting and GMP	40	40	20	5	60	80	2	247
Total Hours this phase	180	460	180	115	900	440	8	2283
Fee Rate per personnel	\$ 170.00	\$ 160.00	\$ 150.00	\$ 120.00	\$ 90.00	\$ 125.00	\$ 80.00	Fee Per Phase
Fee per Phase	\$ 30,600.00	\$ 73,600.00	\$ 27,000.00	\$ 13,800.00	\$ 81,000.00	\$ 55,000.00	\$ 640.00	\$ 281,640.00
Construction Administration Phase								Hours per Task
Construction Administration Services								0
Total Hours this phase	0	0	0	0	0	0	0	0
Fee Rate per personnel	\$ 170.00	\$ 160.00	\$ 150.00	\$ 120.00	\$ 90.00	\$ 125.00	\$ 80.00	Fee Per Phase
Fee per Phase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total Fees								Total Hours
Total Hours per Personnel	\$ 380.00	\$ 1,100.00	\$ 380.00	\$ 201.00	\$ 1,720.00	\$ 706.00	\$ 16.00	4503
Fee Rate per personnel	\$ 170.00	\$ 160.00	\$ 150.00	\$ 120.00	\$ 90.00	\$ 125.00	\$ 80.00	Total Fee
Grand Total Fees per Personnel	\$ 64,600.00	\$ 176,000.00	\$ 57,000.00	\$ 24,120.00	\$ 154,800.00	\$ 88,250.00	\$ 1,280.00	\$ 566,050.00

March 1, 2021

Michael Rosso RA
464 S. Farmer Ave. Suite 101
Tempe, AZ 85281

**RE: Goodyear Police Building – Phase 2
145th Avenue & Van Buren, Goodyear
Survey & Civil Engineering Services Proposal**

Mike,

Thank you for the opportunity to submit this proposal to provide survey and civil engineering services. This proposal has been prepared based on our understanding of the project as described in the Project Understanding and Scope of Work sections. We look forward to partnering with your team for a successful project.

PROJECT UNDERSTANDING:

Project summary

- Site is partially developed with the Phase 1 Police Station including a large campus retention basin. Area of impact is approximately 4.5 acres, refer to attached exhibit.

Grading & Drainage

- Retention will be provided for the 100-year, 6-hour rainfall event utilizing the existing south retention basin. This retention basin will be reshaped to accommodate the proposed site improvements and may be designed to retain water at an increased depth of 3-feet in order to maximize the available land/surface area for site development.
- Analysis will be performed to confirm the contributing area to the retention basin and calculate the new required volume, additional drywells may be required.
- The channel parallel to 145th Avenue adjacent to the phase 2 site may be piped in a culvert due to the grade differential between the building proposed finish floor and the existing 145th Avenue.
- Off-site flows are not expected

Existing/proposed utilities:

- Fire service will be provided with a connection to the public main within the adjacent 145th Avenue or a connection to the on-site 8-inch stub provided as a part of phase 1
- Domestic water service will be provided with connection to the public main within the adjacent 145th Avenue
- Sanitary sewer service will be provided with connection to the on-site 6-inch stub provided as a part of phase 1
- 2 additional on-site fire hydrants are expected
- On-site fire line is already looped therefore a new loop is not required
- Utility relocations are not expected
- Off-site utility improvements are not expected

Adjacent roadway infrastructure:

- Adjacent roadway, 145th Avenue is fully developed, roadway improvements are not expected

Parcel summary

- Replat/Lot Combo/Easements new or abandonment are not expected

CONDITIONS:

- Architect will provide electronic files (AutoCAD) of the proposed site and building improvements for use as the basis of the civil design
- Previously prepared/Client provided Geotechnical Report with recommendations for pavement sections and percolation rates to complete the civil design for this project
- Submittals will be made via pdf documents and printing if required will be done by others or reimbursed at cost to Dibble
- Submittal and review fees will be paid by Owner/Architect at the time of submittal
- Dibble does not expect to participate in the programming phase
- City of Goodyear Site Plan submittal is expected to be the SD submittal package. City of Goodyear requires an extensive Site Plan submittal package, this increased effort on the front end is reflected in the fee distribution.
- Site plan changes after SD phase may require additional services request, site plan changes after DD phase will require additional services request
- Meetings and construction phase site observations are as noted in each section. Should the required meeting attendance exceed the expected number of meetings additional compensation will be requested.
- Dibble does not expect to participate in the Programming phase beyond providing topographic survey services

DESIGN STANDARDS/PERMITTING AGENCY

Design will conform to the following Authorities Having Jurisdiction (AHJ).

- City of Goodyear

Design will be reviewed and permitted by the following AHJ(s)

- City of Goodyear

SCHEDULE:

- Dibble is prepared to begin immediately and will conform to the project schedule as stipulated by the Owner/Architect

SCOPE OF SERVICES:**1.0 Schematic Design Phase****1.1 Topographic Survey****Project Control**

Dibble will perform Project Control Survey services including:

- Dibble will confirm the project control for the site
- Basis of Elevation: Elevations shall be tied to the City of Goodyear datum
- Basis of Coordinates: Coordinates (Northing and Easting) shall be based upon the City of Goodyear datum

Topographic Survey & Basemap Preparation

Dibble will perform Topographic Survey & Basemap services including:

- Prepare design ready AutoCAD base file including existing utilities and existing site features based on available utility as-built and quarter section drawings as well as conventional topographic survey. Limits of survey are per the attached exhibit.

2.0 Schematic Design Phase

2.1 Schematic Design Documents

Dibble will prepare Schematic Design documents including:

- Develop on-site plans including site demolition plan, civil site plan, grading & drainage plan, and utility plan
- Develop design of horizontal control of the site elements of the project including walls, hardscape, drives, and drainage features
- Develop design of water, sewer, and fire protection services
- Develop design of storm water conveyance and above ground retention facilities
- Develop draft drainage, water, and sewer reports
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Architect, Plumbing Engineer & Landscape Architect

2.2 Meetings & Coordination

- 3 ea. - 1 hour virtual meetings

3.0 Design Development Phase

3.1 Design Development Documents

Dibble will prepare Design Development documents including:

- Refine on-site plans including site demolition plan, civil site plan, grading & drainage plan, utility plan, cross sections, and details
- Refine design of horizontal control and vertical design & control of the site elements of the project including walls, hardscape, drives, and drainage features
- Refine design of water, sewer, and fire protection services
- Refine design of storm water conveyance and above ground retention facilities
- Refine draft drainage, water, and sewer reports
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Architect, Plumbing Engineer & Landscape Architect

3.2 Meetings & Coordination

- 3 ea. - 1 hour virtual meetings

4.0 Construction Document Phase

4.1 90% Construction Documents

Dibble will prepare Construction Documents including:

- Refine on-site plans including site demolition plan, civil site plan, grading & drainage plan, utility plan, cross sections, and details
- Refine design of horizontal control and vertical design & control of the site elements of the project including walls, hardscape, drives, and drainage features
- Refine the design of water, sewer, and fire protection services
- Refine design of storm water conveyance and above ground retention facilities
- Prepare pre-final drainage, water, and sewer reports
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Architect, Plumbing Engineer & Landscape Architect

4.2 100% Construction Documents

Dibble will prepare Construction Documents including:

- Finalize on-site plans including site demolition plan, civil site plan, grading & drainage plan, utility plan, cross sections, and details
- Finalize design of horizontal control and vertical design & control of the site elements of the project including walls, hardscape, drives, and drainage features
- Finalize the design of water, sewer, and fire protection services
- Finalize design of storm water conveyance and above ground retention facilities
- Prepare final drainage, water, and sewer reports
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Architect, Plumbing Engineer & Landscape Architect

4.3 Storm Water Management Plan

Dibble will prepare a Storm Water Management Plan including:

- Prepare the SWMP (Storm Water Management Plan) in cooperation with the Contractor meeting the requirements of ADEQ and the City of Goodyear

4.4 Meetings & Coordination

- 4 ea. - 1 hour virtual meetings

4.5 Permitting

Dibble will perform Permitting services including:

- Coordinate AHJ provided civil review comments and meet with AHJ staff to resolve civil comments
- Respond/address City civil comments
- Prepare civil permit resubmittal
- Assist Owner/ Contractor in acquiring civil construction permits
- Respond to bidding Contractor/Sub-Contractor civil related questions

5.0 Construction Phase Services (Not Included in Proposal)

ALLOWANCE/SUB-CONSULTANTS

6.0 Fire Flow Test (allowance)

- Fire flow test for building fire flow calculations

EXCLUSIONS:

Unless noted otherwise within the Scope of Services the following services are excluded from this proposal

- Cost of permits or fees
- Survey Services including: Replat/Lot Combinations, ALTA survey, legal descriptions & exhibits
- Traffic study/Traffic impact analysis/Signal design
- Roadway signing & striping design
- Sub-surface exploration (utility pot-holing)
- Environmental investigations
- Geotechnical investigation
- Pavement section design & percolation tests (To be provided by Geotechnical Engineer)
- Design of off-site/public street, sidewalk, water, or sewer improvements
- Floodplain analysis/modification/permitting, 404 permitting, off-site hydrology/hydraulics study
- Electrical design, natural gas design, structural design including walls, landscaping, and irrigation design
- Construction staking/Construction inspection
- As-built survey
- Certification of finish floor elevation
- NOI (Notice of Intent) application by contractor

FEES:

1.0	<u>Programming Phase</u>	\$ 3,930
1.1	Topographic Survey	\$ 3,930
2.0	<u>Schematic Design Phase</u>	\$ 15,665
2.1	Schematic Design Documents	\$ 14,564
2.2	Meetings & Coordination	\$ 1,101
3.0	<u>Design Development Phase</u>	\$ 12,827
3.1	Design Development Documents	\$ 11,924
3.2	Meetings & Coordination	\$ 903
4.0	<u>Construction Document Phase</u>	\$ 13,725
4.1	90% Construction Documents	\$ 7,271
4.2	100% Construction Documents	\$ 2,406
4.3	Storm Water Management Plan	\$ 736
4.4	Permitting	\$ 2,240
4.5	Meetings & Coordination	\$ 1,072
5.0	<u>Construction Phase Services (NIC)</u>	
	Subtotal	\$ 46,147

STANDARD BILLING RATES (January 1, 2021)

Project Manager	198.00
QA/QC Manager	192.00
Project Engineer (PE)	169.00
Assistant Project Engineer (EIT)	137.00
Designer	123.00
Land Surveyor (RLS)	192.00
Survey Technician	123.00
Survey Crew	198.00
Administrative Assistant	84.00

ADDITIONAL SERVICES:

If the Consultant/Engineer is required to perform services in addition to those outlined in the Scope of Work, by reason of substantial changes ordered by the Owner or Architect or for any reason beyond the Consultant's/Engineer's control, they are to receive compensation for such services. Compensation for additional services not included in the Scope of Work for the basic services shall be based on time expended. Additional services must be approved by the Owner prior to the start of such work.

Invoices will be submitted monthly based on the percentage of the survey and civil engineering services that are complete. These invoices will be due and payable upon receipt and will be considered past due if not paid within seven days after Client's receipt of payment from the Owner.

If you have any questions, please feel free to call us at (602) 957-1155.

Sincerely,

Jeffrey L. McBride PE
Vice President, Land Development

Dibble

If this proposal including the attached back-up documents is acceptable, please so indicate by signing and dating below. The return of this signed document shall serve as our notice to proceed with this project.

Name (Print), Title

Signature
Architekton

Date



Site Exhibit/Limits of Survey





<p style="text-align: center;">Goodyear Police Operations Building Phase 2 Fee Development Sheet Architekton Design Team - Dibble Engineering</p>						
	Shannon Mauck***	Vince Gibbons*	Kurt Baldwin	Liana Gayalda	John Leach**	
Programming Phase	Project Manager***	QA/QC*	Project Engineer (PE)	Assist Eng. (EIT)	Designer**	Hours per Task
Topographic Survey	11	4			8	23
Total Hours this phase	11	4	0	0	8	23
Fee Rate per personnel	\$ 198.00	\$ 192.00	\$ 169.00	\$ 137.00	\$ 123.00	Fee Per Phase
Fee per Phase	\$ 2,178.00	\$ 768.00	\$ -	\$ -	\$ 984.00	\$ 3,930.00
Schematic Design Phase						Hours per Task
Civil Engineering - Schematic	13	2	25	26	40	106
Total Hours this phase	13	2	25	26	40	106
Fee Rate per personnel	\$ 198.00	\$ 192.00	\$ 169.00	\$ 137.00	\$ 123.00	Fee Per Phase
Fee per Phase	\$ 2,574.00	\$ 384.00	\$ 4,225.00	\$ 3,562.00	\$ 4,920.00	\$ 15,665.00
Design Development Phase						Hours per Task
Civil Engineering - Design Development	8	0	17	18	48	91
Total Hours this phase	8	0	17	18	48	91
Fee Rate per personnel	\$ 198.00	\$ 192.00	\$ 169.00	\$ 137.00	\$ 123.00	Fee Per Phase
Fee per Phase	\$ 1,584.00	\$ -	\$ 2,873.00	\$ 2,466.00	\$ 5,904.00	\$ 12,827.00
Construction Documents Phase						Hours per Task
Civil Engineering - Construction Documents	9	2	18	18	28	75
Permitting & GMP Development Assistance	3	0	9	0	4	16
Total Hours this phase	12	2	27	18	32	91
Fee Rate per personnel	\$ 198.00	\$ 192.00	\$ 169.00	\$ 137.00	\$ 123.00	Fee Per Phase
Fee per Phase	\$ 2,376.00	\$ 384.00	\$ 4,563.00	\$ 2,466.00	\$ 3,936.00	\$ 13,725.00
Construction Administration Phase						Hours per Task
Civil Engineering - Construction Administration						0
Total Hours this phase	0	0	0	0	0	0
Fee Rate per personnel	\$ 198.00	\$ 192.00	\$ 169.00	\$ 137.00	\$ 123.00	Fee Per Phase
Fee per Phase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total Fees						Total Hours
Total Hours per Personnel	44	8	69	62	128	311
Fee Rate per personnel	\$ 198.00	\$ 192.00	\$ 169.00	\$ 137.00	\$ 123.00	Total Fee
Grand Total Fees per Personnel	\$ 8,712.00	\$ 1,536.00	\$ 11,661.00	\$ 8,494.00	\$ 15,744.00	\$ 46,147.00



March 1, 2021

Mr. Mike Rosso, RA, Principal
ARCHITEKTON
464 S. Farmer Avenue, Suite 101
Tempe, Arizona 85281

**Re: Goodyear Police Department Operations Building – Phase II
Goodyear, Arizona**

Dear Mike,

the MOORE / SWICK partnership is pleased to submit this proposal to provide Landscape Architectural services on the above referenced project.

From our review of the information that you sent to our office, our experience working with Architekton on similar projects for different municipalities throughout Arizona, we feel we have a clear understanding of the goals and objectives for this project:

Architekton is interested in hiring *the MOORE / SWICK partnership* to provide Landscape Architectural services from Design through Construction Administration for the 24,000 s.f. Phase II expansion of the existing Goodyear Police Department Operations Building. All designs and plans will be prepared in accordance with the City of Goodyear's Landscape Ordinance.

To meet those goals, we propose the following Scope of Services:

SCOPE OF SERVICES:

1. Schematic Design:

Meet via internet video conferencing with representatives of the City, the Architect, and the Design Team to review all project information prepared to date and finalize all goals, objectives, schedules, and budgets for the project.

Prepare a reproducible Site Plan from Site Plans and Grading and Drainage Plans provided by the Architect and Civil Engineer in digital format.

Visit the project site to identify existing opportunities and constraints and evaluate their potential impact on the design.



Prepare a plan illustrating the conceptual layout of all proposed landscape elements including all trees, shrubs, ground covers, accent plants, turf areas, and the stabilized decomposed granite running track.

Meet via internet video conferencing with representatives of the City, the Architect, and the Design Team to coordinate and review the Schematic Design package.

Subtotal **\$2,760.00**

2. Design Development:

Prepare Design Development landscape plans based on further design thinking and incorporating the review comments on the Schematic Design package.

Prepare outline specifications based on M.A.G. Uniform Standard Specifications for Public Works Construction and the City of Goodyear's supplements for all proposed landscape and irrigation work.

Meet via internet video conferencing with representatives of the City, the Architect, and the Design Team to coordinate and review the Design Development package.

Subtotal **\$3,480.00**

3. Construction Documents:

Prepare 90% Landscape and Irrigation Construction Documents and Specifications incorporating the review comments on the Design Development package.

Meet via internet video conferencing with representatives of the City, the Architect, the Design Team, and the CMAR to coordinate and review the Construction Document package.

Prepare 100%, City approved Landscape and Irrigation Construction Documents and Specifications with the necessary notes and details for bidding, permitting and the installation of the approved design.

Provide clarifications to the CMAR's and Subcontractor's inquiries during the Bidding / GMP process. Prepare addenda as required.

Subtotal **\$4,440.00**



4. Construction Administration Services: Not included in Contract

FEE AND PAYMENT SCHEDULE:

1. Our fee for providing the services described above shall be a lump sum of **\$10,680.00**. We will invoice Architekton on a monthly basis for services rendered.
2. Reimbursable Expenses: We will provide Architekton with one pdf file of plans and specifications for each submittal, and will provide copies of our receipts for any additional expenses as back-up to our invoices.

We thank you for the opportunity to submit this proposal and look forward to working with you on this project.

If you should have any questions or require additional information, please notify our office.

Sincerely,

Gregory P. Swick, PLA, General Partner
the MOORE / SWICK partnership

Date

**Goodyear Police Operations Building Phase 2
Fee Development Sheet
Architekton Design Team - Moore-Swick Landscape Architects**

	Sr Landscape Architect	Landscape Architect	Landscape Designer	Sr Irrigation Designer	Irrigation Designer	
Schematic Design Phase						Hours per Task
Landscape Architecture - Schematic	8	16		0	0	24
Total Hours this phase	8	16		0	0	24
Fee Rate per personnel	\$ 175.00	\$ 85.00		\$ 95.00		Fee Per Phase
Fee per Phase	\$ 1,400.00	\$ 1,360.00	\$ -	\$ -	\$ -	\$ 2,760.00
Design Development Phase						Hours per Task
Landscape Architecture - Design Development	8	20		4	0	32
Total Hours this phase	8	20	0	4	0	32
Fee Rate per personnel	\$ 175.00	\$ 85.00		\$ 95.00		Fee Per Phase
Fee per Phase	\$ 1,400.00	\$ 1,700.00	\$ -	\$ 380.00	\$ -	\$ 3,480.00
Construction Documents Phase						Hours per Task
Landscape Architecture - Construction Documents	4	20		16		40
Permitting & GMP Development Assistance	2	2				4
Total Hours this phase	6	22	0	16	0	44
Fee Rate per personnel	\$ 175.00	\$ 85.00		\$ 95.00		Fee Per Phase
Fee per Phase	\$ 1,050.00	\$ 1,870.00	\$ -	\$ 1,520.00	\$ -	\$ 4,440.00
Construction Administration Phase						Hours per Task
Landscape Architecture - Construction Administration						0
Total Hours this phase	0	0	0	0	0	0
Fee Rate per personnel	\$ 175.00	\$ 85.00		\$ 95.00		Fee Per Phase
Fee per Phase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total Fees						Total Hours
Total Hours per Personnel	22	58	0	20	0	100
Fee Rate per personnel	\$ 175.00	\$ 85.00		\$ 95.00		Total Fee
Grand Total Fees per Personnel	\$ 3,850.00	\$ 4,930.00	\$ -	\$ 1,900.00	\$ -	\$ 10,680.00





7047 East Greenway Parkway
Suite 250
Scottsdale, AZ 85254
480-398-7729

Project Understanding

This project is the phase two of the Goodyear Police Building, adding onto the phase one building that BDA designed. This project will provide a new connection at the southwest corner of the existing building and then bridge over that access road to a new building across the road. Structurally, the building will be a steel framed construction. The second level and the bridge will be steel composite construction. To accommodate building movement, we will suggest an expansion joint on the north end of the bridge.

Services To Be Provided

Schematic Design – BDA will provide schematic framing and foundation plans that define the structural system, including the structural depth at each level. The foundation plan will note the location of the foundations to support the building. BDA will coordinate with the architectural drawings.

Design Development – BDA will continue with the approved schematic documents and generate framing and foundation plans incorporating any revisions necessary from the schematic level drawings. The design development set will also include framing and foundation details. During this phase, the lateral load resisting system will be defined. BDA will coordinate this process with the architectural drawings and any mechanical drawings that may be available.

Construction Documents – This phase will continue the design process using the design development documents, along with any required revisions. This phase will see the generation of the final construction documents, including the details required for construction for both the gravity load resisting system and the lateral load resisting system. The 90 percent set will be the final design drawings and the complete coordination set. BDA will coordinate our drawing set with the architectural and mechanical drawings. The 100 percent set will include the revisions and additional detailing defined in the coordination process. This phase will also include the review and editing of the Architekton supplied specification sections.

Permitting – This phase will involve the digital plotting of the construction documents, the preparation of the final structural calculations and the development of any required City of Goodyear forms. This phase will also include addressing any permit review comments and the reissuance of the final plans and calculations.

GMP Development Assistance to the CMAR and City of Goodyear – BDA will provide any assistance in the development of the GMP. We will provide responses to comments and questions to allow the CMAR to develop a final GMP for the City.

Construction Administration – Services not included in this contract

J. Greg Brickey, SE
Principal Designer

**Goodyear Police Operations Building Phase 2
Fee Development Sheet
Architekton Design Team - BDA Design**

	Greg Brickey	Megan Greene	Dan Coates	Jimmy Jankowicz	Steve Daniels	Jonathan Kreisler	
Schematic Design Phase							Hours per Task
Code Research/Schematic Design	16		4		4		24
Schematic Design Documents	24			60		20	84
Administrative and Billing	4	12					16
Total Hours this phase	44	12	4	60	4	20	124
Fee Rate per personnel	\$ 150.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 125.00	\$ 75.00	Fee Per Phase
Fee per Phase	\$ 6,600.00	\$ 600.00	\$ 400.00	\$ 6,000.00	\$ 500.00	\$ 1,500.00	\$ 15,600.00
Design Development Phase							Hours per Task
Design Development/Coordination	28				8		36
Document Preparaton				64		16	64
Administrative and Billing		11					11
Specification Review	16						16
Total Hours this phase	44	11	0	64	8	16	127
Fee Rate per personnel	\$ 150.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 125.00	\$ 75.00	Fee Per Phase
Fee per Phase	\$ 6,600.00	\$ 550.00	\$ -	\$ 6,400.00	\$ 1,000.00	\$ 1,200.00	\$ 15,750.00
90% Construction Documents Phase							Hours per Task
Design/Coordination	140				20		160
Document Preparation				284		60	284
Administrative and Billing		16					16
Total Hours this phase	140	16	0	284	20	60	460
Fee Rate per personnel	\$ 150.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 125.00	\$ 75.00	Fee Per Phase
Fee per Phase	\$ 21,000.00	\$ 800.00	\$ -	\$ 28,400.00	\$ 2,500.00	\$ 4,500.00	\$ 57,200.00
100% Construction Documents Phase							Hours per Task
Design/Coordination	8				6	8	14
Document Preparation				36			36
Administrative and Billing		8					8
Permitting	4						
GMP Development	8						
Total Hours this phase	20	8	0	36	6	8	70
Fee Rate per personnel	\$ 150.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 125.00	\$ 75.00	Fee Per Phase
Fee per Phase	\$ 3,000.00	\$ 400.00	\$ -	\$ 3,600.00	\$ 750.00	\$ 600.00	\$ 8,350.00
Construction Administration Phase							Hours per Task
Shop Drawing/Submittal Review							0
Field Coordination							0
Administrative and Billing							0
Total Hours this phase	0	0	0	0	0	0	0
Fee Rate per personnel	\$ 150.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 125.00	\$ 75.00	Fee Per Phase
Fee per Phase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total Fees							Total Hours
Total Hours per Personnel	248	47	4	444	38	104	781
Fee Rate per personnel	\$ 150.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 125.00	\$ 75.00	Total Fee
Grand Total Fees per Personnel	\$ 37,200.00	\$ 2,350.00	\$ 400.00	\$ 44,400.00	\$ 4,750.00	\$ 7,800.00	\$ 96,900.00

AGREEMENT FOR PROFESSIONAL SERVICES

Date: March 1, 2021

(Proposal is valid for 30 days)

Client

Architekton
464 S. Farmer Avenue, Suite 101
Tempe, AZ 85281
Contact: Mike Rosso

Project

Goodyear Police Building Phase 2
Goodyear, AZ

Henderson Project Number: 2150001498

Project Description and Scope of Services - MEP

Henderson Engineers, Inc. (Henderson) will provide mechanical, electrical, plumbing, fire protection ("M/E/P/FP") drawings and specifications. Henderson's specific scope of services is set forth in the following Scope of Services.



- 26,000 sf two story addition onto the southwest corner of the existing Goodyear Police operations building in the Goodyear Municipal courts complex
- Relocate police administration, CID, Professional Standards, Volunteers. Office of the Chief, Quartermasters storage, Training and Shooting Range so all police functions are in one building.

- Enlarge secured parking lot and possibly reshape the existing retention basin and channels to the basin.
- **Tap into the existing building systems that were set up during phase 1 work (verify will work with proposed addition).**
- This scope is also based on:
 - o Goodyear Police Operations Phase 1 project plans
 - o The Conceptual design for the Goodyear Police Building phase 2 project
 - o The changes to the Goodyear Police Building phase 2 plan (Goodyear PB_P2_notes) based on new leadership direction and proposed future expansion needs
- **Construction** Budget \$12,500,000 (does not include FFE or design costs), shooting range HVAC design by others.

Scope of Services - Technology

Henderson will provide design services and construction drawings and specifications for telecommunications infrastructure for the Goodyear Police Operations Facility- Phase II. The telecommunications infrastructure shall include copper and/or fiber optic cabling; racks/cabinets; terminations and patch panels; faceplates and outlets; cable supports; and requirements for testing and labeling of the infrastructure. Henderson will specify a Wireless LAN and layout access points based on a grid layout. Henderson has assumed that network electronics, including general use network switches, servers, PC's, copier/printers, and telephone systems shall be designed and/or provided by Others.

Systems will be designed to comply with current Goodyear Standards

Basic Scope of Services - Technology

Henderson shall provide the following under the terms of this Agreement:

Deliverables:

- Written description of telecom infrastructure systems for Schematic Design.
- One line telecom infrastructure documents for design development plans.
- One set of construction document review drawings at 2 levels of completion. Henderson will request from Architekton and the City of Goodyear to invite and include IT in the 50% (for budgetary planning) and 90% (finalizing) reviews
- One set of reproducible construction drawings and specifications.

Coordination services:

- Attendance at approximately 1 project design meeting in Goodyear. Meetings via tele/video conference as required. Henderson will request from Architekton and the City of Goodyear to invite and include IT in design meetings.
-
- Coordination of technology design with architect, M/E/P/FP, structural and civil design consultants.

Limited Construction Phase Services consisting of:

- Response to questions during bidding.
- Response to code review comments.
- Review of submittals for compliance with the Contract Documents including up to (2) reviews of each submittal (e.g. shop drawing, product data item, sample and similar submittal) by the Contractor. Submittal reviews beyond this number will be invoiced based on hourly rates as set forth herein.
- Response to contractor written Requests for Information (RFIs) during course of construction.
- Construction observation visits to job site to determine in general if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. HEI will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work. (1 trip with 1 designer.)

Exclusions

The following are not provided by Henderson under the terms of this Agreement:

- Design of extension of CATV and telecommunications utilities and/or utility pathways to any site
- Design of extension of CATV and telecommunications utilities and/or utility pathways to within 5' of the building
- Design or coordination of the relocation of any existing data or technology service, component, or device
- Design of any active telephone or data component, other than network switches to support IP-Enabled security devices and Wi-Fi.
- Design of any audio-visual system or components
- Design of any system related to emergency response, dispatch, or 911 service

- Design of any radio or RF systems
- See "Excluded Services" for additional items not included.

SCOPE OF SERVICES - SECURITY

Henderson will provide design services and construction drawings and specifications for the electronic security system and infrastructure. The electronic security systems shall include access control, detention control, video surveillance, and intrusion detection systems. Henderson has assumed that the electronic physical security systems for this building shall be designed as extensions of the existing systems (Camera systems should use the City standard Motorola Avigilon IP-based system, eliminating the need to design network switches. Physical door access needs to tie into existing RS2 system). Henderson has assumed that any dispatch, radio, 911 and/or E911 components, systems and/or equipment shall be designed by Others.

Systems will be designed to comply with current Goodyear Standards

BASIC SERVICES - Security

Henderson shall provide the following under the terms of this Agreement:

Deliverables:

- Written description of security systems for Schematic Design.
- One line security documents for design development plans.
- One set of construction document review drawings at 2 levels of completion.
- One set of reproducible construction drawings and specifications.

Coordination services:

- Attendance at approximately 2 project design meetings.
- Coordination of security design with architect, M/E/P/FP, structural and civil design consultants.

Limited Construction Phase Services consisting of:

- Response to questions during bidding.
- Response to code review comments.
- Review of submittals for compliance with the Contract Documents including up to (2) reviews of each submittal (e.g. shop drawing, product data item, sample, and similar submittal) by the Contractor. Submittal reviews beyond this number will be invoiced based on hourly rates as set forth herein.
- Response to contractor written Requests for Information (RFIs) during course of construction.
- Construction observation visits to job site to determine in general if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. Henderson will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work. (Maximum of 2 trips with 1 designer.)

Exclusions

The following are not provided by Henderson under the terms of this Agreement:

- Design of any system related to emergency response, dispatch, or 911 service
- Design of any radio or RF systems
- Design of any audio-visual system or components
- See "Excluded Services" for additional items not included.

SCOPE OF SERVICES - Audio-video

Henderson will provide design services and construction drawings and specifications for audio-video (AV) systems for the Goodyear Police Operations Facility. The AV system shall include displays, video conference equipment, AV cabling; racks/cabinets; terminations and patch panels; faceplates and outlets; cable supports; and requirements for testing and labeling of the infrastructure.

Systems will be designed to comply with current Goodyear Standards

Basic Scope of Services - Audio-video

Henderson shall provide the following under the terms of this Agreement:

Deliverables:

- Written description of AV systems for Schematic Design.
- One line AV systems documents for design development plans.
- One set of construction document review drawings at 2 levels of completion.
- One set of reproducible construction drawings and specifications.

Coordination services:

- Attendance at approximately 1 project design meeting in Goodyear. Meetings via tele/video conference as required.
- Coordination of AV design with architect, M/E/P/FP, structural and civil design consultants.

Limited Construction Phase Services consisting of:

- Response to questions during bidding.
- Response to code review comments.
- Review of submittals for compliance with the Contract Documents including up to (2) reviews of each submittal (e.g. shop drawing, product data item, sample, and similar submittal) by the Contractor. Submittal reviews beyond this number will be invoiced based on hourly rates as set forth herein.
- Response to contractor written Requests for Information (RFIs) during course of construction.
- Construction observation visits to job site to determine in general if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. Henderson will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work. (1 trip with 1 designer.)

Exclusions

The following are not by Henderson under the terms of this Agreement:

- Design or coordination of the relocation of any existing data or technology service, component, or device
- Design of any system related to emergency response, dispatch, or 911 service
- Design of any radio or RF systems
- See “Excluded Services” for additional items not included.

Services and Fee Detail

Fee Type	Progressively Billed	Fixed Fee
Schematic Design		
Design Development		Refer to attached spreadsheet
Construction Documents		Refer to attached spreadsheet
Permitting		Refer to attached spreadsheet
Construction Administration		Refer to attached spreadsheet
Total Henderson Professional Services Fee		Refer to attached spreadsheet
Reimbursable Expenses Multiplier		1.05

When accepted by Client this Proposal for Engineering Services and its attachments shall become a binding Agreement between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. Henderson is authorized to begin performance upon its receipt of a copy of this Agreement signed by Client. If Henderson proceeds at the direction of Client and Agreement is not signed, or altered within ten (10) business days, then it is agreed that terms of Agreement are accepted by Client.

Accepted for Client:

By (signature):

Print Name:

Title:

Date:

Accepted for Henderson Engineers, Inc.

By (signature):

Print Name: Omid Mottahed

Title: Principal

Date: March 1, 2021

SCOPE OF SERVICES

Only services marked with an "X" are included in the Scope of Services.
Services not marked can be provided as Additional Services if requested. Services not listed are excluded.

Disciplines included in Scope of Services (See following sections for specific tasks):

- Mechanical
- Electrical
- Plumbing
- Fire protection (performance Specs)
- Refrigeration
- Acoustics
- Audio-Visual
- Security
- Architectural lighting
- Telecom
- Broadcast
- Energy Modeling

Document Submittals:

- Schematic Design
- Design Development
- Construction Documents Review – 50%
- Construction Documents Review – 90%
- Issue for Permit
- Issue for Bid
- Issue for Construction

Specifications Format:

- Specifications on drawings
- MasterFormat book specifications

BIM:

- Develop BIM Execution Plan
- Export Clash Detection Views
- Perform Clash Detection
- Host BIM Coordination Meetings

Compliance Documentation:

Refer to Energy Modeling section for services relating to performance path energy code compliance.

- ASHRAE 90.1 or IECC Energy Code compliance form completion for MEP systems (prescriptive path only).
- Mall or landlord forms
- Permit application forms
- Refrigeration energy code calculations

LEED™:

Refer to Energy Modeling section for services relating to building simulation for building certification programs.

- Design to the requirements of a LEED rating system is excluded.

WELL™ Building Standard:

Refer to Acoustics section for services relating to acoustics services relating to WELL rating system requirements.

- Design to the requirements of a WELL rating system is excluded.

Concept Design Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- Energy benchmarking
- Climate analysis
- Electrical system options analysis
- Rule-of-thumb major equipment size estimates
- Utility main size estimates
- Preliminary design narratives

Schematic Design Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- Basis of design narratives
- Construction document sheet index
- Major equipment sizing and location plan
- Preliminary equipment room sizing
- Chase sizing estimates (based on rules of thumb)
- Plenum space allocation analysis
- Preliminary site plan showing utility connection points
- HVAC zoning plan
- HVAC Controls system integration philosophy
- Define lighting level criteria
- Establish preliminary sanitary/storm invert elevation
- Create as-built drawings of existing conditions

Design Development Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- Demolition drawings
- Electrical single-line Diagrams
- Mechanical single-line Diagrams
- HVAC load calculations
- Ventilation calculations
- Air balance calculations
- Incorporate smoke evacuation concept (concept provided by 3rd party code consultant). Excludes rational analysis.
- Equipment cut sheets
- Equipment plans
- Interior lighting design services

- Refer to Energy Compliance Documentation section for associated scope.
- Refer to Architectural Lighting section for associated scope.
- Items not marked will be provided by the architect, owner or other 3rd party consultant and will not be signed/sealed by Henderson.
 - Normal lighting layout
 - Emergency lighting layout
 - Coordinate lighting layout with a separate specialty lighting designer
 - Normal lighting selection/specification
 - Emergency lighting selection/specification
 - Coordinate lighting selection/specification with separate specialty lighting design
 - Lighting controls
 - Lighting circuiting
- Exterior façade lighting design services
 - Refer to Energy Compliance Documentation section for associated scope.
 - Refer to Architectural Lighting section for detailed information on associated scope.
 - Items not marked will be provided by the architect, owner or other 3rd party consultant and will not be signed/sealed by Henderson.
 - Normal lighting layout
 - Emergency lighting layout
 - Coordinate lighting layout with a separate specialty lighting designer
 - Normal lighting selection/specification
 - Emergency lighting selection/specification
 - Coordinate lighting selection/specification with separate specialty lighting design
 - Lighting controls
 - Lighting circuiting
- Exterior site lighting design services
 - Refer to Energy Compliance Documentation section for associated scope.
 - Refer to Architectural Lighting section for detailed information on associated scope.
 - Items not marked will be provided by the architect, owner or other 3rd party consultant and will not be signed/sealed by Henderson.
 - Normal lighting layout
 - Emergency lighting layout
 - Coordinate lighting layout with a separate specialty lighting designer
 - Normal lighting selection/specification
 - Emergency lighting selection/specification
 - Coordinate lighting selection/specification with separate specialty lighting design
 - Lighting controls
 - Lighting circuiting
- Device layout (for a single typical room)

- Zone terminal unit layout
- Preliminary equipment and lighting schedules
- Two line duct/pipe mains in/out chases
- Typical floor section
- Details
- Specifications table of contents
- HVAC control diagrams, sequence of operations and initial setpoint matrix
- HVAC control system performance specification only (in notes on equipment schedule)
- Roof drain riser location and slope height requirement
- Dust Collection equipment plan
- Specialized exhaust equipment plan

Construction Document Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- HVAC Piping plans
- HVAC duct plans
- Electrical power plans
- Interior lighting plans
- Exterior facade lighting plans
- Exterior site lighting plans
- Plumbing piping plans
- Plumbing riser diagram
- Final specifications
- Final calculations
- Final schedules
- Final details
- Final HVAC control sequences and setpoint matrix
- Drawings for rough-in box and conduit for Voice/Data/POS Outlets.
 - Layout provided to Henderson by others.
 - Layout **not** provided to Henderson (see "Telecom" for detailed services)
- Drawings for rough-in box and conduit for security and/or audio-visual devices.
 - Layout provided to Henderson by others.
 - Layout **not** provided to Henderson (see "Telecom" for detailed services)
- Extension of utility services to area of work
- Generator power design
 - System Purpose*
 - Healthcare EPSS (NEC Art. 517)
 - Emergency (NEC Art. 700)
 - Legally Required (NEC Art. 701)
 - Standby (NEC Art. 702)
 - Installation Type*
 - Permanently installed
 - Temporary/Portable installation
- Design for UPS / back-up power

- Lightning protection performance specification
- Dust Collection plans
- Specialized exhaust system plans (Evidence, Armory, etc.)

Coordination Services

Consultants' deliverables must be provided to Henderson at least 5 working days prior to any Henderson deliverable issue date influenced by the consultant content. Refer to Meetings and Travel Time for additional services included within this phase.

- Coordinate lighting design provided by architect, owner, or 3rd party lighting consultant
- Coordinate with IT, security, AV consultant
- Coordinate with food service consultant
- Coordinate with 3rd party commissioning agent
- Coordinate with 3rd party code consultant
- Coordinate with 3rd party medical equipment consultant

Bid/Negotiation Phase

Refer to Meetings and Travel Time for additional services included within this phase.

- Respond to Bidder Questions
- Bid Review and Analysis

Limited Construction Administration Services

Refer to Meetings and Travel Time for additional services included within this phase.

- Participate in weekly construction conference calls. Presuming [#] week(s) in schedule and [#] hour(s) per call.
- Respond to construction RFI's within 5 business day(s) of receiving construction RFI at Henderson.
- Review submittals within 5 business day(s) of receiving submittals at Henderson. (maximum of 2 review(s) per submittal)
- Review O&M manual within 5 business day(s) of receiving O&M manual at Henderson. (maximum of 2 review(s)) for general inclusion of all required items.
- Review Test & Balance report within 5 business day(s) of receiving report at Henderson. (maximum of 2 review(s))
- Review contractor as-built drawings (including up to [#] review(s) of each system). Reviews limited to adherence to owner required format and general knowledge of the project.
- Prepare record drawings to include all issued addendums, change orders requiring drawing updates, and construction RFI's requiring drawing updates.
- Review and comments on [#] cost estimate(s). Reviews limited to comments on quantities and general system level costs based on past experience. Review is contingent on adequate

back-up documentation from contractor/ estimator.

Studies:

- MEP existing conditions analysis
- Opinion of probable construction cost
- Opinions of probable luminaire cost
- Fault-current study
- Electrical coordination study
- Arc flash study
- Computational Fluid Dynamics (CFD) fire modeling
- Smoke control rational analysis report. Excludes fire modeling.
- Lightning protection risk analysis
- Infection Control Analysis

Fire Protection:

- Fire Alarm layout with performance specification
- Fire Alarm design drawings with wiring, voltage drop and battery calculations
- Fire Sprinkler performance specification only (No sprinkler layout)
- Fire Sprinkler drawings with sprinkler layout and performance specification
- Fire Sprinkler design drawings with sprinkler locations, pipes and hydraulic calculations
- Fire Pump design

Architectural Lighting:

- Interior architectural lighting design services
- Exterior façade architectural lighting design services
- Exterior site architectural lighting design services
- Coordination Meetings: [#] in-town, [#] out-of-town.
- Design intent narrative
- Lighting Concept Design
- Lighting layout documents
- Light fixture cut sheets
- Lighting control intent diagrams
- Lighting Calculations
- Development of custom luminaires
- Full or partial scale lighting mockups
- Lighting photometric calculations
- Lighting detail sketches
- On-site aiming of lighting fixtures: [#] site visit(s)
- On-site programming: [#] site visit(s)

Audio-Visual:

- AV system design
 - Conference rooms
 - Classrooms
 - Ballroom/large meeting rooms
 - Restaurant and bars

- Sound masking system design
- Television distribution design
- Public address system design
- Digital signage system design
- IPTV (internet protocol television) design
- A/V Systems Commissioning
- Master Planning
- System Programming

Security:

- Access control system design
- Emergency/blue light phone system design
- Intrusion detection system design
- Video surveillance system design

Telecom:

- Interior structured cabling system design
- Outside plant structured cabling system design
- Wi-Fi system design (“HEAT” mapping)
- Wi-Fi system design (grid layout)
- Network system specification
- Telephone system specification

Acoustics:

- On-site acoustical assessment of existing spaces:
[#] site visit(s)
- Environmental noise assessment: [#] site visit(s)
- MEP systems noise control guidelines
- Recommendations for noise criteria
- Recommendations for natural sound reinforcement
- Review MEP systems documents relating to noise
- Review architectural documents relating to acoustics
- Recommendations for sound isolation
- Recommendations for sound retarding doors and/or operable partitions

Broadcast:

- Venue broadcast prewire
- Venue broadcast control rooms design
- Sports complex broadcast design
- Post-production (edit suite) design
- Mobile unit design
- Television studio design
- Broadcast system commissioning: [#] site visit(s)

Energy Modeling:

- Benchmarking and climate analysis
- Conceptual Design phase – Simple Box modeling
- Conceptual Design phase – Energy Model Massing studies. Includes up to 3 alternatives
- Schematic Design phase Load Reduction energy modeling
- Schematic Design phase HVAC System Selection energy modeling
- Schematic Design phase LEED v4: IP credit Integrative Process modeling
- Design Development phase energy modeling
- Contract Document phase – Rating system energy modeling
 - LEED v4: EA credit Optimize Energy Performance
 - Other Rating System: _____
- Contract Document phase – energy code performance path compliance modeling
 - ASHRAE 90.1 / IECC energy code
 - California Title 24 Part 6 energy code
- As-Built Energy Modeling. (not calibrated)
- Post-occupancy / calibrated energy modeling
- Shading analysis
- Life Cycle Cost Analysis (LCCA / LCA). Completed with First Cost and O&M Costs by others.

Meetings and Travel Time

These numbers include the numbers for meetings and observations referenced elsewhere in the document.

- Perform [#] initial site observation visit(s) with report.
- Attend 3 design coordination meetings.
- Attend [#] pre-bid meeting(s).
- Attend [#] bid opening meeting(s).
- Attend [#] on-site construction meeting(s).
- Perform 3 construction site observation visits with report for MEP only.

Additional Services

The services listed under Scope of Services which are not checked may be considered additional services. Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be invoiced on a time and expense basis for any Additional Services authorized in writing by the Client, and will be invoiced separately at the following standard hourly rates. Other additional services may include, but are not limited to:

- Modifications to base building utilities or utility improvements to space.
- Evaluation of substitutions.
- Value engineering.
- Responses to construction RFIs where such information is available to the contractor.
- Services made necessary due to default or insufficient work of a contractor.
- Envelope compliance documentation based on architect's proposed design.
- BIM Renderings.
- Design of theatrical/stage lighting.
- Photorealistic renderings of lighting designs.
- Under-slab or underground package for submittals or permit.
- Equipment procurement packages.
- Siphonic Storm Systems design.
- Foundation Drainage design.
- Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Consultant is party thereto.
- Design of broadcast lighting.
- Storm water design.
- Documentation of, or modification to, base building utilities within tenant space which services other spaces.
- Street lighting.
- Solar hot water system design.
- Photovoltaic power system design.
- Lightning protection design.
- Wind power system design.
- Mock-ups.
- Daylighting modeling or design.
- Computational fluid dynamics (CFD) modeling applications not explicitly listed elsewhere.
- Preparation or modification of BIM model for the purpose of integration into computer maintenance management system (CMMS).
- Involvement in Water Management Program.

Assumptions

Basis of Proposal

The Scope of Services above is based on the information provided to Henderson as of the date of this proposal. Changes to the scope, changes in conditions, additional information, or redesigns may necessitate additional services.

Plan documents

Plans are generally coordinated with other disciplines but minor clashes may still exist. It is the expectation of Henderson that an installation contractor will be retained to cross check final equipment and component dimensions once they have completed the submittal process. Specifications and/or details will include some accessories that are not shown on plans due to scale limitations. Plumbing plans cover components within 5'-0" outside of the building and do not include foundation drainage.

BIM Assumptions

Definition of BIM Model

Building Information Model (Model) is a digital representation of physical and functional characteristics of a facility. A Model is a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle; defined as existing from earliest conception to demolition.

Level of Development (LOD):

In general terms, systems covered by this scope of work are graphically represented within the Model as a specific system, object, or assembly with approximate quantities, size, shape, location, and orientation (LOD 300 as defined by AIA Document G202-2013). Model content is limited to show the routing and installation intent of building systems and is generally coordinated with the architectural design and design of other consultants. Final coordination is the responsibility of the installation contractor.

Authorized Uses are Limited to the Following:

The Model is suitable for general clash detection with other consultants' elements and systems. If the Model is used to generate quantity take offs for cost estimating purposes, there is no guarantee of completeness or accuracy. When conflicts arise, the contract documents take precedence over the Model. The Model may be used to show ordered, time-scaled appearance of majority of detailed architectural and other consultants' elements and systems. The Model and its content may only be used as stated above and only for this Project. It may not be used for any other purpose without first obtaining Henderson's written permission.

Copyright and Distribution:

Henderson is not transferring its copyrights or other rights in the Model or the Model content. The Client will be given a license to use the Model for the Authorized Uses listed above. The recipient may not distribute the Model or the content of the Model, to any other person or entity, including contractors or other consultants on the Project, nor may it be shared with anyone within the Client's organization who does not have a need to access it for the listed uses on this project without the written consent of Henderson.

BIM Execution Plan (BEP)

As soon as is practicable, but in no event later than thirty (30) days after the execution of the Contract between the Owner and the Construction Manager, all Project Participants shall meet, confer and use their best efforts to agree upon the terms of or modifications to a BIM Execution Plan. In the event of a conflict between this contract and the BEP, this contract shall control unless all parties agree in writing to adopt the BEP.

Facility Management Integration Excluded

The Model will be used to represent the design intent for reference on this Project only. The Model is not intended to be used for data integrated into a Computerized Maintenance Management System (CMMS). It is not intended to be used for ongoing operations. This service use can be provided as an additional service.

Level of Assumed Reliability

Unless otherwise stated in the agreed BEP, the reliability of existing objects is assumed to be Level 0 as defined below.

- Level 0 – Object location is based on as-built information. Henderson is not responsible for accuracy of assumed object locations.

- Level 1 – Object location is based on Radar scanning, Lidar scanning, or Photogrammetry identified information. Henderson is entitled to rely on provided information with the assumption that scanned objects are within 6 inches of their indicated location. Properties of and data associated with scanned objects are not verified.
- Level 2 – Object location is based on Level 1 plus physical verification of object properties.

Expert Witness

Expert witness services and other services related to legal proceedings are explicitly excluded from this Agreement.

Hygrothermal Analysis

Hygrothermal Analysis services and other services related to vapor barriers are explicitly excluded from this Agreement.

Fee Details

All Compensation to be in US Dollars net of tax

Reimbursable Expenses

Client shall reimburse Henderson, at the multiplier listed in the Fee Detail, for reimbursable expenses necessarily incurred by Henderson in relation to the Project. Reimbursable expenses include, but are not limited to:

- Reproductions, plots, postage, handling, and delivery of Project related documents and electronic media requested by the Client or Owner
- Travel expenses including, but not limited to, airfare, lodging, meals, airport parking, and car rental
- Overnight delivery, handling, and postage charges
- Local delivery, handling, and postage charges
- Automobile mileage, required to meet Project meeting requirements and site visit requirements, calculated at the current published IRS standard mileage rate.

Local Tax

Sales, excise, and/or other local tax (“Local Taxes”) will be applied when required by law. Any Local Taxes are in addition to, and are not included in, the stated fee. Any necessary Local Taxes will be billed to Client and are payable within thirty days of the invoice.

HOURLY RATE SCHEDULE - \$ per hour

Core Rates

Special Rates

Principal	195	Senior Fire Code Consultant	170
Department Director	165-175	Fire Code Consultant	150
Senior PM / Engineer / Designer	165	Senior Broadcast Designer	170
Lead PM / Engineer / Designer	145	Senior / Lead Acoustical Consultant	145-165
Engineer / Designer III	135	Acoustical Consultant	110-125
Engineer / Designer II	120	Senior Architectural Lighting Designer	125-166
Engineer / Designer I	110	Architectural Lighting Designer	110-115
Site Observation Specialist	105-110	Construction Manager	145
BIM/CADD Technician	85-90	Electrical Systems / Eng. Manager	145
Administrative Specialist	85	Commissioning Manager / Agent	135
		Commissioning Technician	110-120
		Estimator	135
		Certified Energy Manager	135
		Project Developer / Coordinator	110

**Goodyear Police Operations Building Phase 2
Fee Development Sheet
Architekton Design Team - Henderson Engineers Mechanical & Plumbing**

	Marcus Sanchez	Elyse Cocco	Evan Kelly	Eric Gagnon	QA team	Nicholas Christopherson	Sue Pataray	
	PRINCIPAL/ Mechanical PE	Project Manager	Mechanical Designer/Drafter	Plumbing Designer/Drafter	Mech & Plum Quality Assurance	BIM Technician	Admin Specialist	Hours per Task
Schematic Design Phase								
Mechanical & Plumbing Engineering - SD	6	16	30	20	10	10	4	96
Total Hours this phase	6	16	30	20	10	10	4	96
Fee Rate per personnel	\$ 195.00	\$ 145.00	\$ 120.00	\$ 135.00	\$ 175.00	\$ 90.00	\$ 85.00	Fee Per Phase
Fee per Phase	\$ 1,170.00	\$ 2,320.00	\$ 3,600.00	\$ 2,700.00	\$ 1,750.00	\$ 900.00	\$ 340.00	\$ 12,780.00
Design Development Phase								
Mechanical & Plumbing Engineering - DD	8	25	84	80	10	10	10	227
Total Hours this phase	8	25	84	80	10	10	10	227
Fee Rate per personnel	\$ 195.00	\$ 145.00	\$ 120.00	\$ 135.00	\$ 175.00	\$ 90.00	\$ 85.00	Fee Per Phase
Fee per Phase	\$ 1,560.00	\$ 3,625.00	\$ 10,080.00	\$ 10,800.00	\$ 1,750.00	\$ 900.00	\$ 850.00	\$ 29,565.00
Construction Documents Phase								
Mechanical & Plumbing Engineering - CD	8	40	185	140	20	10	8	411
Mechanical & Plumbing Engineering - Permitting & GMP	6	10	20	20	10	8	8	82
Total Hours this phase	14	50	205	160	30	18	16	493
Fee Rate per personnel	\$ 195.00	\$ 145.00	\$ 120.00	\$ 135.00	\$ 175.00	\$ 90.00	\$ 85.00	Fee Per Phase
Fee per Phase	\$ 2,730.00	\$ 7,250.00	\$ 24,600.00	\$ 21,600.00	\$ 5,250.00	\$ 1,620.00	\$ 1,360.00	\$ 64,410.00
Construction Administration Phase								
Mechanical & Plumbing Engineering - CA								0
Total Hours this phase	0	0	0	0	0	0	0	0
Fee Rate per personnel	\$ 195.00	\$ 145.00	\$ 120.00	\$ 135.00	\$ 175.00	\$ 90.00	\$ 85.00	Fee Per Phase
Fee per Phase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total Fees								
Total Hours per Personnel	28	91	319	260	50	38	30	Total Hours 816
Fee Rate per personnel	\$ 195.00	\$ 145.00	\$ 120.00	\$ 135.00	\$ 175.00	\$ 90.00	\$ 85.00	Total Fee
Grand Total Fees per Personnel	\$ 5,460.00	\$ 13,195.00	\$ 38,280.00	\$ 35,100.00	\$ 8,750.00	\$ 3,420.00	\$ 2,550.00	\$ 106,755.00

**Goodyear Police Operations Building Phase 2
Fee Development Sheet
Architekton Design Team - Henderson Engineering (Electrical & Fire)**

	Omid Mottahed	Elyse Cocco	Javier Porras	Matthew Mylan	QA team	Nicholas Christopherson	Sue Pataray	
Schematic Design Phase	PRINCIPAL/ Electrical PE	Project Manager	Electrical Designer/Drafter	Fire Designer/Drafter	Electrical Quality Assurance	BIM Technician	Admin Specialist	Hours per Task
Electrical Engineering - Schematic	6	16	36	10	10	10	4	92
Total Hours this phase	6	16	36	10	10	10	4	92
Fee Rate per personnel	\$ 195.00	\$ 145.00	\$ 120.00	\$ 120.00	\$ 175.00	\$ 90.00	\$ 85.00	Fee Per Phase
Fee per Phase	\$ 1,170.00	\$ 2,320.00	\$ 4,320.00	\$ 1,200.00	\$ 1,750.00	\$ 900.00	\$ 340.00	\$ 12,000.00
Design Development Phase								Hours per Task
Electrical Engineering - Design Development	8	25	80	15	10	10	10	158
Total Hours this phase	8	25	80	15	10	10	10	158
Fee Rate per personnel	\$ 195.00	\$ 145.00	\$ 120.00	\$ 120.00	\$ 175.00	\$ 90.00	\$ 85.00	Fee Per Phase
Fee per Phase	\$ 1,560.00	\$ 3,625.00	\$ 9,600.00	\$ 1,800.00	\$ 1,750.00	\$ 900.00	\$ 850.00	\$ 20,085.00
Construction Documents Phase								Hours per Task
Electrical Engineering - Construction Documents	8	40	180	20	20	10	20	298
Electrical Engineering - Permitting & GMP	6	10	20	10	10	8	10	74
Total Hours this phase	14	50	200	30	30	18	30	372
Fee Rate per personnel	\$ 195.00	\$ 145.00	\$ 120.00	\$ 120.00	\$ 175.00	\$ 90.00	\$ 90.00	Fee Per Phase
Fee per Phase	\$ 2,730.00	\$ 7,250.00	\$ 24,000.00	\$ 3,600.00	\$ 5,250.00	\$ 1,620.00	\$ 2,700.00	\$ 47,150.00
Construction Administration Phase								Hours per Task
Electrical Engineering - CA								0
Total Hours this phase	0	0	0	0	0	0	0	0
Fee Rate per personnel	\$ 195.00	\$ 145.00	\$ 120.00	\$ 120.00	\$ 175.00	\$ 90.00	\$ 85.00	Fee Per Phase
Fee per Phase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total Fees								Total Hours
Total Hours per Personnel	28	91	316	55	50	38	44	622
Fee Rate per personnel	\$ 195.00	\$ 145.00	\$ 120.00	\$ 120.00	\$ 175.00	\$ 90.00	\$ 85.00	Total Fee
Grand Total Fees per Personnel	\$ 5,460.00	\$ 13,195.00	\$ 37,920.00	\$ 6,600.00	\$ 8,750.00	\$ 3,420.00	\$ 3,740.00	\$ 79,085.00

Goodyear Police Operations Building Phase 2
Fee Development Sheet
Architekton Design Team - Henderson Engineering Low Voltage Systems (Telecom, Security, AV)

	Mark Maurer (Sec)	Benjamin Thirakul (AV)	Ulric Velimirovic (IT)				
Schematic Design Phase							Hours per Task
Low Voltage Systems Engineering - Schematic	7	13	16				36
Total Hours this phase	7	13	16				36
Fee Rate per personnel	\$ 165.00	\$ 130.00	\$ 110.00				Fee Per Phase
Fee per Phase	\$ 1,155.00	\$ 1,690.00	\$ 1,760.00				\$ 4,605.00
Design Development Phase							Hours per Task
Low Voltage Systems Engineering - Design Development	19	36	48				103
Total Hours this phase	19	36	48				103
Fee Rate per personnel	\$ 165.00	\$ 130.00	\$ 110.00				Fee Per Phase
Fee per Phase	\$ 3,135.00	\$ 4,680.00	\$ 5,280.00				\$ 13,095.00
Construction Documents Phase							Hours per Task
Low Voltage Systems Engineering - Construction Documents	20	40	56				116
Low Voltage Systems Engineering - Permitting & GMP	8	12	12				32
Total Hours this phase	28	52	68				148
Fee Rate per personnel	\$ 165.00	\$ 130.00	\$ 110.00				Fee Per Phase
Fee per Phase	\$ 4,620.00	\$ 6,760.00	\$ 7,480.00				\$ 18,860.00
Construction Administration Phase							Hours per Task
Low Voltage Systems Engineering - CA							0
Total Hours this phase							0
Fee Rate per personnel	\$ 165.00	\$ 130.00	\$ 110.00				Fee Per Phase
Fee per Phase	\$ -	\$ -	\$ -				\$ -
Grand Total Fees							Total Hours
Total Hours per Personnel	54	101	132				287
Fee Rate per personnel	\$ 165.00	\$ 130.00	\$ 110.00				Total Fee
Grand Total Fees per Personnel	\$ 8,910.00	\$ 13,130.00	\$ 14,520.00				\$ 36,560.00

ABACUS

Abacus Project Management, Inc.
3030 N. Central Avenue, Suite 803
Phoenix, AZ 85012
800 518 0876
www.AbacusPM.com

Goodyear Police Phase 2 – Scope / Fee Narrative

Understanding of Project (excerpted from e-mail from Michael Rosso dated February 10, 2021)

We understand this project is referred to as Goodyear Police Phase 2. The project is understood to be a 24,000 Sq. Ft. two story addition located on the southwest corner of the existing Goodyear Police operations building in the Goodyear Municipal courts complex. We understand the scope to include the following elements:

- Relocate police administration, CID, Professional Standards, Volunteers, Office of the Chief, Quartermasters storage, Training and Shooting Range so all police functions are in one building.
- Enlarge secured parking lot.
- Possibly reshape the existing retention basin and channels to the basin.

We also understand that the intent is for this Phase 2 work to tap into the existing building systems that were set up during phase 1 work (verify will work with proposed addition).

The delivery method for this project is understood to be Construction Manager at Risk (CM@R), with a Construction Budget \$12,500,000 (does not include FFE or design costs)

Architekton (CLIENT) has requested Cost Estimating Services from Abacus to include single peer review cost reviews of the CM@R cost estimates at each of the following milestones:

- Schematic Design

In addition, CLIENT has also requested detailed Cost Estimating Services from Abacus for a single, detailed cost estimate at each of the following milestones:

- Design Development (30%)
- Construction Documents (60%)

Understanding of Scope of Service and Approach:

Our Cost Estimating Deliverables will be reflective of the level detail contained in the design drawings, specifications and pricing information received from the CM@R Contractor. We will require approximately 10-business days for the completion of each Peer Review Cost Estimate from the date we receive the required design documents, specification and pricing information from the CM@R Contractor....and a signed contract or purchase order.

Schematic Design (SD) Phase: Based upon receipt of appropriate schematic design documents from the CLIENT and all necessary pricing information and cost estimates from the CM@R Contractor, Abacus will review the documents to familiarize ourselves with the intent and level of completion. At that point, we will prepare a peer review of the cost estimate received from the Contractor. This will include a review of their unit pricing, mark-ups, approach and methodology and some limited spot checking of quantity / area take-offs. We will not complete a full, independent 3rd party cost estimate and area take-offs.

- Deliverable will be a final peer review cost report reflective of the level of detail contained in the schematic design documents and presented in a format acceptable to the Client. This report will offer our professional opinion of the accuracy and completeness of the Contractor's cost estimate at the Schematic Design Phase.

30% Design Development (DD) Phase: Based upon receipt of appropriate DD documents from the Architect, Abacus will review the documents to familiarize ourselves with the intent and level of completion. At that point, we will prepare a detailed quantity / area take-off and apply appropriate unit pricing to arrive at a complete Opinion of Probable Cost for the DD package.

- Deliverable will be a completed DD level estimate reflective of the level of detail contained in the DD documents and presented in a format acceptable to the Client.

ABACUS

60% Construction Document (CD) Phase: Based upon receipt of appropriate CD documents from the Architect, Abacus will review the documents to familiarize ourselves with the intent and level of completion. At that point, we will prepare a detailed quantity / area take-off and apply appropriate unit pricing to arrive at a complete Opinion of Probable Cost for the 60% CD package.

- Deliverable will be a completed 60% CD level estimate reflective of the level of detail contained in the 60% CD documents and presented in a format acceptable to the Client.

Proposed Lump Sum Fee – Schematic Design Phase:

• Peer Review Cost Estimate:	\$9,596.96
• Reimbursable Allowance (Printing, Mileage etc.):	\$250.00

	\$9,846.96

Proposed Lump Sum Fee – 30% Design Development Phase:

• Detailed Cost Estimate:	\$20,783.92
• Reimbursable Allowance (Printing, Mileage etc.):	\$250.00

	\$21,033.92

Proposed Lump Sum Fee – 60% Construction Documents Phase:

• Detailed Cost Estimate:	\$17,026.24
• Reimbursable Allowance (Printing, Mileage etc.):	\$250.00

	\$17,276.24

Grand Total: \$48,157.12

Reimbursable Expenses:

- Printing of Drawings and Specs at each milestone requiring Estimating; cost + 10%
- Mileage will be billed at .56 per mile traveled

ABACUS

Hourly Rates are as follows (2021 rates shown):

-Principal:\$195.84
-Project Director:.....\$174.42
-Senior Cost Estimator:\$159.12
-Cost Estimator:\$143.82
-MEP Estimator:.....\$143.82
-Administrative Support:.....\$73.44

Personnel:

Abacus will assign Dan Ergle, Sr. Cost Estimator to this project. As needed, our estimating team will be supported by Project Principal, Adam Brill and administrative staff throughout the project.

Additional Services:

If applicable, the following would be considered Additional Services:

- Site Visits
- Additional Options / Schemes and Alternatives
- Additional Milestone Estimates beyond those identified above
- Cost Reconciliation Services
- Value Engineering Services

No Additional Services would be incurred without both parties first reaching written agreement.

**Goodyear Police Operations Building Phase 2
Fee Development Sheet
Architekton Design Team - Abacus Project Management**

	Adam Brill	Dan Ergle	Arno and George	Christy McLean	n/a	n/a	
Schematic Design Phase	Principal	Sr. Cost Estimator	MEP Cost Estimator	Admin	n/a	n/a	Hours per Task
Peer Review of CMAR SD Cost Estimate							0
Total Hours this phase	4	40	16	2	0	0	62
Fee Rate per personnel	\$ 195.84	\$ 159.12	\$ 143.82	\$ 73.84	\$ -	\$ -	Fee Per Phase
Fee per Phase	\$ 783.36	\$ 6,364.80	\$ 2,301.12	\$ 147.68	\$ -	\$ -	\$ 9,596.96
Design Development Phase (30%)							Hours per Task
Detailed DD Cost Estimate							0
Total Hours this phase	1	100	32	1	0	0	134
Fee Rate per personnel	\$ 195.84	\$ 159.12	\$ 143.82	\$ 73.84	\$ -	\$ -	Fee Per Phase
Fee per Phase	\$ 195.84	\$ 15,912.00	\$ 4,602.24	\$ 73.84	\$ -	\$ -	\$ 20,783.92
Construction Documents Phase (60%)							Hours per Task
Detailed CD Cost Estimate							0
Total Hours this phase	1	80	28	1	0	0	110
Fee Rate per personnel	\$ 195.84	\$ 159.12	\$ 143.82	\$ 73.84	\$ -	\$ -	Fee Per Phase
Fee per Phase	\$ 195.84	\$ 12,729.60	\$ 4,026.96	\$ 73.84	\$ -	\$ -	\$ 17,026.24
Grand Total Fees							Total Hours
Total Hours per Personnel	6	220	76	4	0	0	
Fee Rate per personnel	\$ 195.84	\$ 159.12	\$ 143.82	\$ 73.84	\$ -	\$ -	Total Fee
Grand Total Fees per Personnel	\$ 1,175.04	\$ 35,006.40	\$ 10,930.32	\$ 295.36	\$ -	\$ -	\$ 47,407.12

AGENDA ITEM #: 4.
DATE: 05/10/2021
AI #:245



CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZE ACCEPTANCE OF A SEWER LINE AND ACCESS EASEMENT AND A DRAINAGE AND ACCESS EASEMENT AGREEMENT ASSOCIATED WITH THE BENNETT MEADOWS DEVELOPMENT LOCATED AT THE NORTHWEST CORNER OF HARRISON STREET AND SARIVAL AVENUE, UPON RECEIPT OF CONFIRMATION OF THE COMPLETION OF THE CONDITIONS CONTAINED IN THE SEWER LINE AND ACCESS EASEMENT.

STAFF PRESENTER(S): Linda Beals, Real Estate Coordinator

SUMMARY:

Authorize the acceptance of a Sewer Line and Access Easement and a Drainage and Access Easement Agreement associated with the Bennett Meadows Development located at the northwest corner of Harrison Street and Sarival Avenue from the Curtis Commons Homeowners' Association and authorize the City Manager to execute the documents upon the receipt of confirmation of the completion of the conditions contained in the Sewer Line and Access Easement.

Recommendation:

Authorize the acceptance of the Sewer Line and Access Easement and the Drainage and Access Easement Agreement associated with the Bennett Meadows Development from the Curtis Commons Homeowners' Association, following the confirmation of the completion of the conditions contained in the Sewer Line and Access Easement. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT:

There will be no fiscal impact to the city in the fiscal year 2021 or future years related to the acceptance of the easements.

BACKGROUND AND PREVIOUS ACTIONS:

Virtua Bennett Estates Owner, LLC, an Arizona limited liability company, holds a 34% tenant in common interest in the Virtua Property and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, holds a 66% tenant in common interest in the Virtua Property ("Virtua") as owners of the Bennett Meadows property. They have been working with the City to develop the property located northwest corner of Harrison Street and Sarival Avenue (the "Bennett Meadows Property"). The Final Plat for Bennett Meadows (the "Final Plat") has been submitted to the City for approval by separate action. The Final Plat is for a single family residential development and provides for the dedication of streets and easements for City infrastructure within the Bennett Meadows Property.

The development of the Bennett Meadows Property requires the construction of a sewer line which will cross the adjacent property owned by the Curtis Commons Homeowners' Association. In addition to the sewer line, and in order to develop, the Bennett Meadows Property requires the

ability to utilize the existing drainage basin, located on the adjacent Curtis Commons Property, for storm flow in excess of a 100-year 6-hour storm event. This basin is currently handling these storm water flows as part of the historic flows from the Bennett Meadows Property.

The Curtis Commons Homeowners' Association, the City and Virtua have agreed to enter into the Sewer Line and Access Easement and the Drainage and Access Easement Agreement and have provided the signed easements to the City for acceptance. The Sewer and Access Easement Agreement requires Virtua to: (i) pay to Curtis Commons Homeowners' Association, an Arizona non-profit corporation the sum of \$10,000 in payment and (ii) repair and/or replace any damage caused to the block wall along the boundary of the Virtua Property and the north end of the Curtis Commons Property caused by any trees planted within the Virtua Property. The Sewer Line and Access Easement states that its shall not be effective until the Agreement is recorded in the official records of the Maricopa County Recorder and the City shall maintain control of the original executed copy of this Agreement. It also states that the City agrees it shall not record this Agreement, nor the drainage easement described above, until either the City receives written notice from Royer Association Management, Inc. that the payment referred to above was received, or until the City receives written documentation from Virtua that the payment has been made and the instrument used in making such payment has been cashed.

STAFF ANALYSIS

These two easements are required to support the construction of the off-site improvements for the Bennett Meadows Property. Staff recommends the acceptance of both the Sewer Line and Access Easement and the Drainage and Access Easement Agreements.

Attachments

Sewer Line and Access Easement
Drainage and Access Easement

When recorded Mail to:

City of Goodyear City Clerk/LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SEWER LINE AND ACCESS EASEMENT AGREEMENT

This Sewer Line and Easement Agreement (the Agreement”) is made and entered by and among Virtua Bennett Estates Owner, LLC, an Arizona limited liability company, as to a 34% tenant in common interest in the Virtua Property and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, as to a 66% tenant in common interest in the Virtua Property, Curtis Commons Homeowners’ Association, an Arizona non-profit corporation, and the City of Goodyear, an Arizona municipal corporation.

RECITALS

WHEREAS, Virtua Bennett Estates Owner, LLC, an Arizona limited liability company, as to a 34% tenant in common interest and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, as to a 66% tenant in common interest owns that certain property legally described in Exhibit 1 attached hereto and incorporated herein (the “Virtua Property”).

WHEREAS, Curtis Commons Homeowners’ Association, an Arizona non-profit corporation owns certain property located at the southwest corner of Sarival Avenue and Harrison Street described in Exhibit 2 attached hereto and incorporated herein (the “Curtis Commons Property”).

WHEREAS, Virtua is developing the Virtua Property, and the proposed sewer solution requires the construction of sewer infrastructure improvements over, across, upon and through the portion of the Curtis Commons Property that is legally described in Exhibit 3 attached hereto and incorporated herein (the “Easement Area”).

WHEREAS, the City is willing to accept full responsibility for the sewer line and the sewer infrastructure to be installed within the Easement Area pursuant to the terms and conditions set forth herein.

AGREEMENT DEFINITIONS

1. Terms not defined elsewhere in this Agreement shall have the following meanings:
 - 1.1. City means the City of Goodyear, an Arizona municipal corporation, its successors and assigns.
 - 1.2. Grantor or Curtis means Curtis Commons Homeowners' Association, an Arizona non-profit corporation, on behalf of itself and its successor and assigns, which includes all future owners of all or a part of the Easement Area.
 - 1.3. Parties means Curtis Commons Homeowners' Association, an Arizona non-profit corporation, Virtua Bennett Estates Owner, LLC, an Arizona limited liability company and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, and the City of Goodyear, an Arizona municipal corporation collectively.
 - 1.4. Party means Curtis Commons Homeowners' Association, an Arizona non-profit corporation, or Virtua Bennett Estates Owner, LLC, an Arizona limited liability company and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, or the City of Goodyear, an Arizona municipal corporation as the context dictates.
 - 1.5. Virtua means collectively Virtua Bennett Estates Owner, LLC, an Arizona limited liability company, as to a 34% tenant in common interest in the Virtua Property and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, as to a 66% tenant in common interest in the Virtua Property their successors and assigns, which includes all future owners of all or a part of the Virtua Property, including but not limited to, the Bennett Meadows Homeowners Association. Notwithstanding the foregoing, owners of any lot within the Virtua Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued shall not be considered a successor and/or assign of the Virtua Property for purposes of this Agreement.

CONSIDERATION AND EFFECTIVE DATE

2. In consideration for the easements granted herein, a drainage easement granted by Curtis Commons Homeowners' Association, an Arizona non-profit corporation by separate instrument to allow excess storm water flows onto the Curtis Commons Property and for the loss of six trees that will be removed in connection with the installation of the Sewer Facilities and Access Facilities as described below, Virtua agrees to: (i) pay to Curtis Commons Homeowners' Association, an Arizona non-profit corporation the sum of \$10,000 in payment and (ii) repair and/or replace any damage caused to the block wall along the boundary of the Virtua Property and the north end of the Curtis Commons Property caused by any trees planted within the Virtua Property. The payment referred to herein shall be: made within thirty (30) days after this easement has been approved by the Mayor and Council of the City of Goodyear, made payable to Curtis Commons Homeowner's Association, and mailed or delivered to Royer Association Management, Inc. P.O. Box 5445, Goodyear, Arizona 85338.
3. The easements granted herein shall not be effective until the Agreement is recorded in the official records of the Maricopa County Recorder. The City shall maintain control of the original executed copy of this Agreement. The City agrees it shall not record this Agreement or the drainage

easement described above until either the City receives written notice from Royer Association Management, Inc. that the payment referred to above was received or until the City receives written documentation from Virtua that the payment has been made and the instrument used in making such payment has been cashed. The notice or documentation referred to herein shall either be mailed to: The City of Goodyear, Attn: Linda Beals, 190 North Litchfield Road, Goodyear, Arizona 85338 or e-mailed to Linda Beals at Linda.Beals@goodyearaz.gov.

VIRTUA TEMPORARY SEWER FACILITIES AND ACCESS EASEMENT

4. For the consideration set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey to Virtua a Temporary Sewer Facilities and Access Easement on, over, across and under the Easement Area for the sole purpose of allowing Virtua their employees, agents, delegees, contractors and subcontractors to (i) install, construct, modify, repair, maintain, remove and/or replace sewer lines and appurtenances within the Easement Area pursuant to plans approved by the Goodyear City Engineer or his/her designee (the "Sewer Facilities"); (ii) install, inspect, maintain, repair, replace, and/or use a maintenance road consisting of at least two inch (2") minus decomposed granite over four inches (4") of aggregate base course (the "Access Facilities") on and over the Easement Area; and (iii) access the Sewer Facilities and Access Facilities. The Access Facilities shall be twenty-foot wide and centered within Easement Area so that five feet on each side of the Access Facilities within the Easement Area may be landscaped as discussed below, and the two-inch (2") minus decomposed granite to be installed, shall, to the extent reasonably possible, be consistent with the coloring of the granite in the adjoining area. Except for manhole coverings, no Sewer Facilities shall be constructed, modified, removed, replaced or installed within the Easement Area above ground without the prior written consent of Grantor.

5. For the consideration set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey to Virtua a Temporary Construction Easement on, over, under and across Tract A of CURTIS COMMONS a subdivision as recorded in Book 891 of Maps, Page 25, records of Maricopa County, Arizona to undertake grading pursuant to plans approved by the Goodyear City Engineer or his/her designee required in connection with the installation of the Sewer Facilities.

6. Virtua agrees that it will be responsible for installing, inspecting, modifying, repairing, maintaining, removing and/or replacing the Sewer Facilities as needed so that the Sewer Facilities meet the City's requirements for a public sewer line and for installing, inspecting, modifying, repairing, maintaining, removing and/or replacing the Access Facilities as needed so that the Access Facilities meet the requirements for access facilities for public sewer lines. Virtua agrees that it will be responsible for maintaining the Sewer Facilities and Access Facilities until the City issues a written letter of acceptance signed by the City Engineer or his/her designee accepting full responsibility for the Sewer Facilities and Access Facilities after which Virtua and/or its successors and assigns, as applicable, will be responsible solely for warranty work and for the repair of any damage to the Curtis Commons Property resulting from the installation, inspection, modification, repair, maintenance, removal and/or replacement of the Sewer Facilities and/or Access Facilities during the two-year warranty period. If Virtua fails to perform any repairs or replacement of the Sewer Facilities and/or Access Facilities during the two-year warranty period, the City shall have the right, but not the obligation, to inspect, modify, repair, remove and/or replace the Sewer Facilities and/or Access Facilities as needed, and Virtua shall reimburse the City for the costs the City incurs in doing so.

7. Virtua understands that there are existing irrigation components within the Curtis Commons Property and within the Easement Area and agrees that it shall be responsible for repairing and/or replacing any existing irrigation components damaged in connection with its exercise of its rights under this Agreement. Any work performed under this section shall be warranted for a period of two years.

8. Virtua shall be responsible for repairing and/or replacing any improvements within the Curtis Commons Property, including but not limited to the subdivision wall, that are damaged in connection with Virtua's exercise of its rights under this Agreement. Any work performed under this section shall be warranted for a period of two years.

9. Prior to any entry upon or performing work within the Easement Area, Virtua shall maintain, and shall require their agents, delegees, contractors and their subcontractors to maintain, at all times workers' compensation insurance as required by state law and commercial liability insurance covering any personal injury and property damage arising in connection with the work or the entry upon the Easement Area in the following amounts:

9.1. Employers liability coverage with a limit of not less than \$500,000 each accident, disease each employee and disease;

9.2. Commercial general liability coverage with a limit of not less than \$2,000,000 each occurrence, \$3,000,000 annual aggregate, with coverage not containing any endorsements excluding or limiting product/completed operations, contractual liability or cross liability; and

9.3. Business auto liability coverage with a limit of not less than \$2,000,000 each occurrence, including liability for owned, non-owned and hired automobiles.

Such policies shall name Grantor as an additional insured and Virtua shall provide Grantor with certificates of insurance evidencing the required coverage prior to entering onto the Easement Area. Virtua will indemnify, defend and save Grantor harmless for, from and against any and all loss, damage, liabilities, claims or expenses (including but not limited to reasonable attorneys' fees and costs) Grantor may sustain arising out of or arising in any manner to the activities of such party or any representatives, agents, delegees, employees, contractors, or subcontractors of such party while exercising any of the temporary easement rights granted herein, except to the extent and in proportion caused by Grantor.

10. Upon the date the City issues a final written letter of acceptance signed by the City Engineer or his/her designee accepting the Sewer Facilities and Access Facilities following the completion of the two-year warranty period, the Temporary Sewer Facilities and Access Easement granted to Virtua herein shall automatically terminate and be of no further force and effect without any additional action by any party. Notwithstanding such automatic termination, upon the written request of Grantor, the City and Virtua, shall execute and the City shall cause the recordation of a Notice of Termination in the Official Records of Maricopa County, Arizona, in a form acceptable to Grantor and the City Attorney or his/her designee that terminates the Temporary Sewer Facilities and Access Easement granted to Virtua.

CITY PERMANENT SEWER FACILITIES EASEMENT

11. For the consideration set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey to the City, a

Permanent Sewer Facilities and Access Easement on, over, across and under the Easement Area for the sole purpose of allowing the City and its employees, agents, contractors and subcontractors for the sole purposes of constructing, inspecting, modifying, repairing, maintaining, removing, replacing and operating the Sewer Facilities and Access Facilities and for providing access thereto. Except for manhole coverings, no Sewer Facilities shall be constructed, modified, removed, replaced or installed within the Easement Area above ground without the prior written consent of Grantor.

12. The City shall be responsible for repairing and/or replacing any improvements within the Curtis Commons Property, including but not limited to the subdivision wall, that are damaged in connection with the City's exercise of its rights under this Agreement. Any work performed under this section shall be warranted for a period of two years.

13. The City shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement Area for the purposes herein described. The right to use, inspect, maintain, repair, and/or replace the Access Facilities does not obligate the City to undertake any of this work, but gives the City the right to do so if the City so chooses.

GRANTOR'S RIGHTS AND OBLIGATIONS

14. Upon the City's acceptance of the Sewer Facilities and the termination of the Temporary Access Facilities Easement, Grantor shall then become responsible for maintaining the Access Facilities.

15. Grantor shall not locate, erect, construct or permit to be located, erected or constructed, any building or other structure or drill any well within the Easement Area nor shall Grantor install any trees within the Easement Area. Grantor may install shallow rooted landscaping within the Easement Area as approved by the City Engineer or his designee, which approval shall be based on the determination that the proposed landscaping does not present any risk of damage or impairment to the Sewer Facilities or Access Facilities and will not be damaged by the City's use when accessing the Sewer Facilities. Exhibit 4 contains a list of pre-approved plants, which the Grantor may install without the need for obtaining additional approval under this section provided such plants are not installed within the Access Facilities installed within the Easement Area. Grantor may also install and repair irrigation components located in the Easement Area without the need to seek approval from the City.

16. Grantor reserves for itself, its successors and assigns the right to use the Easement Area for all purposes that are not inconsistent with the easement rights conveyed herein and that do not interfere with or endanger any of the Sewer Facilities or the Access Facilities.

TERMS OF USE

17. Virtua shall remove all trash and debris brought onto or generated on the Easement Area in connection with its exercise of its rights under this Agreement. Upon completion of Sewer Facilities and Access Facilities, Virtua shall remove all construction equipment and materials, repair any damage to the Curtis Commons Property resulting from Virtua's activities on the Curtis Commons Property, and replace granite and/or rip rap within the Curtis Commons Property that was removed during the construction of the Sewer Facilities and Access Facilities. The replacement granite and replacement rip rap if required, shall, to the extent reasonably possible, be consistent with the coloring of the granite and rip rap in the adjoining area.

18. The City shall remove all trash and debris brought onto or generated on the Easement Area in connection with its exercise of its rights under this Agreement and upon completion of any construction activity within the Easement Area, the City shall remove all construction equipment and materials, repair any damage to the Curtis Commons Property resulting from the City's activities on the Curtis Commons Property, and replace granite and/or rip rap within the Curtis Commons Property that was removed during the construction activity. The replacement granite and replacement rip rap, if required, shall, to the extent reasonably possible, be consistent with the coloring of the granite and rip rap in the adjoining area.

19. Virtua shall not permit any mechanic's liens or other liens to be placed upon the Easement Area or the Curtis Commons Property in connection with the exercise of its rights under this Agreement. In the event of the filing of any such lien, Virtua shall promptly pay the amount of such lien and ensure its discharge.

20. The City shall not permit any mechanic's liens or other liens to be placed upon the Easement Area or the Curtis Commons Property in connection with the exercise of its rights under this Agreement. In the event of the filing of any such lien, the City shall promptly pay the amount of such lien and ensure its discharge.

21. The covenants, rights, and obligations set forth herein, including the easement granted herein, run with the land and are binding upon Curtis and all successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are owners and/or users of the Easement Area and upon Virtua and all successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are owners and/or users of the Virtua Parcel except owners of any lot within the Virtua Parcel that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued. The covenants, rights and obligations set forth herein, including the easement granted herein shall extend and inure in favor and to the benefit and burden of, and the City and its successors and assigns.

GENERAL TERMS

22. Breach. The easements granted herein are required as a condition for the recordation of a final plat subdividing the Virtua Parcel. Accordingly, Grantor, the City and Virtua acknowledge and agree that once the final plat is recorded, the easements granted in this Agreement cannot be terminated and the sole remedy for any breach of the terms of this Agreement is limited solely to monetary damages and/or, if applicable, specific performance.

23. Invalidity. If any term, provision, or covenant in this Agreement is to any extent invalid or unenforceable, the remainder of this Agreement will not be affected, and each other term, provision, and condition hereof will be valid and enforceable to the fullest extent permitted by law.

24. No Waiver; Other Matters. No waiver of any term of this Agreement shall be deemed to be a continuing waiver of that term or a waiver of any other term of this Agreement.

25. Venue and Attorney's Fees. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by, the internal, substantive laws of the State of Arizona, without reference to any choice-of-law or conflicts-of-law principles or provisions. Suit to enforce any provision of this Agreement or to obtain any remedy with respect thereto shall be brought in the Arizona Superior Court for Maricopa County, Arizona, or the United States District Court,

Phoenix Division; and each Party hereto expressly and irrevocably consents to the jurisdiction of said courts. If a proceeding is commenced or an attorney is retained to enforce the terms of this Agreement regardless of whether a law suit is actually filed, the prevailing Party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, cost of appeal and other related expenses incurred in connection therewith.

26. Counterparts. This Agreement may be executed in duplicate counterparts, and the counterparts together shall constitute the single binding agreement of the Parties. Facsimile transmission of a counterpart signed by a Party shall be deemed as signed by such Party for purposes hereof provided however, Virtua and Curtis shall each deliver an original to the City for recordation in the Official Records of Maricopa County.

27. Headings and Interpretation. Headings in the Agreement are for convenience only and will not define or limit the provisions hereof. This Agreement will be construed according to its ordinary meaning and will not be strictly construed for or against any Party.

28. Authority. Each Party hereby warrants that the persons executing this Agreement on behalf of such Party has the authority to do so and that all persons necessary to bind the Parties to this Agreement have joined in this document.

29. Final Agreement of the Parties. This Agreement is an integrated agreement and expresses the Parties' complete agreement and understanding. Any and all prior or contemporaneous oral agreements or prior written agreements between the Parties regarding the subject matter of this Agreement are merged herein and hereby extinguished. Any modification or waiver of any term of this Agreement must be in writing signed by the Parties.

30. Additional Acts. The Parties agree to execute such additional documents and to perform such additional acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

31. Page Numbering. The page numbering of this document is exclusive of the Exhibits attached hereto.

32. Effective Date. This Agreement will be effective upon recordation in the official records of Maricopa County, Arizona.

33. Notice. All notices, approvals, and other communications provided for or given in connection with this Agreement will be validly given, made, delivered, or served, if in writing, and delivered personally by certified U.S. Mail, or sent by nationally recognized overnight courier.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Sewer Line and Access Easement Agreement, Virtua, Curtis and the City have caused this Sewer Line and Access Easement Agreement to be executed by their duly appointed representatives.

[Signatures, Acknowledgments and Exhibits on Following Pages]

CURTIS:

CURTIS COMMONS HOMEOWNERS'
ASSOCIATION, an Arizona non-profit corporation

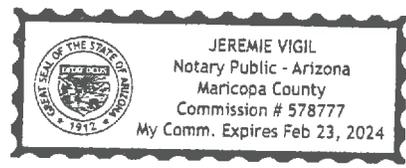
By: [Signature]
Name: Danna Kiracofe
Its: Curtis Commons, HOA Board President

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

This Sewer Line Easement and Access Agreement was acknowledged before me on 11th, February
2021, by Danna Kiracofe, the HOA Board President of Curtis Commons
Homeowners' Association, an Arizona non-profit corporation, on behalf thereof.

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

[Signature]
Notary Public



*Signatures, Acknowledgements and Exhibits
Continued on Following Pages*

VIRTUA:

VIRTUA BENNETT ESTATES OWNER, LLC, an Arizona limited liability company

By: *Quynh Palomino*
Name: QUYNH PALOMINO
Its: MANAGER

VIRTUA BENNETT ESTATES OWNER 2, LLC, an Arizona limited liability company

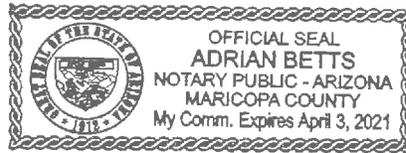
By: *Quynh Palomino*
Name: QUYNH PALOMINO
Its: MANAGER

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

This Sewer Line and Access Easement Agreement was acknowledged before me on FEB. 10, 2021, by QUYNH PALOMINO, the Manager of Virtua Bennett Estates Owner, LLC, an Arizona limited liability company, on behalf thereof.

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

Adrian Betts
Notary Public

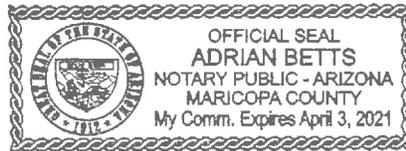


STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

This Sewer Line and Access Easement Agreement was acknowledged before me on FEB. 10, 2021, by QUYNH PALOMINO, the Manager of Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, on behalf thereof.

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

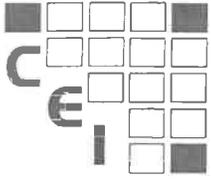
Adrian Betts
Notary Public



*Signatures, Acknowledgements and Exhibits
Continued on Following Pages*

EXHIBIT "1"

VIRTUA PROPERTY



Clouse Engineering, Inc.

ENGINEERS ■ SURVEYORS

5010 E. Shea Blvd. Ste. 110 • Scottsdale, Arizona 85254 • TEL (602) 395-9300 • FAX (602) 395-9310

Job No. 180514
October 30, 2018
Rev: November 18, 2020

Legal Description

A portion of the Northeast quarter of Section 12, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 12;

Thence South 00 degrees 13 minutes 15 seconds West, along the East line of the Northeast quarter of said Section 12, a distance of 1653.76 feet to the South line of "Legacy Ranch", as recorded in Book 773 of Maps, Page 17, records of Maricopa County, Arizona and the **Point of Beginning**;

Thence continuing South 00 degrees 13 minutes 15 seconds West, along said East line of the Northeast quarter of Section 12, a distance of 233.53 feet;

Thence North 89 degrees 46 minutes 45 seconds West a distance of 267.00 feet;

Thence South 00 degrees 13 minutes 15 seconds West a distance of 200.00 feet;

Thence South 89 degrees 46 minutes 45 seconds East a distance of 267.00 feet to a point on said East line of the Northeast quarter of Section 12;

Thence South 00 degrees 13 minutes 15 seconds West, along said East line, a distance of 559.00 feet to the East quarter corner of said Section 12, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Legal Description
Job No. 180514
Bennett Meadows Plat
October 30, 2018
Rev: November 18, 2020
Page 2

Thence along the South line of said Northeast quarter of Section 12, North 89 degrees 45 minutes 27 seconds West a distance of 1320.26 feet to a point on the Easterly line of "Canyon Trails Unit 3 Parcel F", as recorded in Book 687 of Maps, Page 40, records of Maricopa County, Arizona;

Thence along said Easterly line, North 00 degrees 14 minutes 10 seconds East a distance of 992.54 feet to a point on the Southerly line of "Legacy Ranch", as recorded in Book 773 of Maps, Page 17, records of Maricopa County, Arizona;

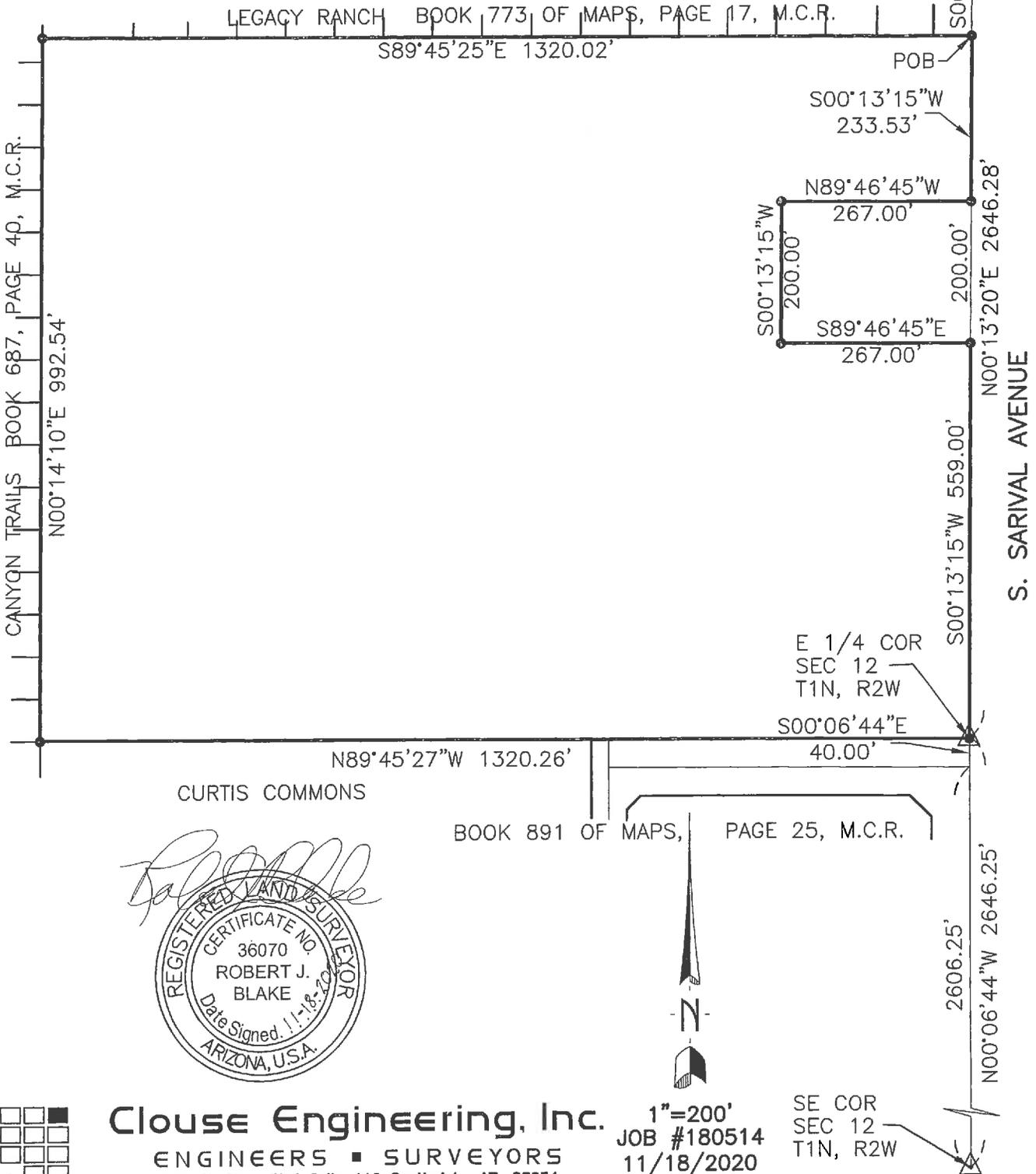
Thence along said Southerly line, South 89 degrees 45 minutes 25 seconds East a distance of 1320.02 feet to the **Point of Beginning**.

Note: The above described parcel contains 1,256,874 square feet or 28.8539 acres, more or less.



BENNETT MEADOWS

NE COR
SEC 12
T1N, R2W



Robert J. Blake
 REGISTERED LAND SURVEYOR
 CERTIFICATE NO. 36070
 ROBERT J. BLAKE
 Date Signed: 11-18-20
 ARIZONA, U.S.A.

Clouse Engineering, Inc.

ENGINEERS ■ SURVEYORS
 5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
 Tel 602-395-9300 Fax 602-395-9310

1"=200'
 JOB #180514
 11/18/2020



EXHIBIT "2"

CURTIS PROPERTY

Curtis Commons Property

A portion of the Southeast quarter of Section 12, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Tract A, of CURTIS COMMONS, a subdivision as recorded in Book 891 of Maps, Page 25, records of Maricopa County, Arizona.

EXHIBIT "3"

EASEMENT AREA

Job No. 180514
August 13, 2018
Rev: June 2, 2020

**Legal Description
For
Sewer Easement**

A portion of the Southeast quarter of Section 12, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

The East 30.00 feet of the West 35.00 feet of Tract A of "Curtis Commons", a subdivision, as recorded in Book 891 of Maps, Page 25, records of Maricopa County, Arizona, more particularly described as follows:

Commencing at a found brass cap in hand hole marking the Southeast corner of said Section 12, from which a found brass cap in hand hole marking the East quarter corner of said Section 12 bears North 00 degrees 06 seconds 52 minutes West (Basis of Bearings), a distance of 2646.02 feet;

Thence North 00 degrees 06 seconds 52 minutes West a distance of 2646.02 feet to said East quarter corner of Section 12;

Thence North 89 degrees 45 minutes 22 seconds West, along the East-West mid-section line, a distance of 1285.20 feet to the **Point of Beginning**;

Thence South 00 degrees 14 minutes 30 seconds West a distance of 131.03 feet to a point on the North right of way line of W. Lilac Street, as depicted on said Final Plat for "Curtis Commons";

Thence North 89 degrees 45 minutes 09 seconds West, along said right of way line, a distance of 30.00 feet;

Legal Description
Job No. 180514
Sewer Easement
August 13, 2018
Rev: June 2, 2020
Page 2

Thence North 00 degrees 14 minutes 30 seconds East a distance of 131.00 feet to a point on said East-West mid-section line;

Thence South 89 degrees 45 minutes 22 seconds East, along said East-West mid-section line, a distance of 30.00 feet to the **Point of Beginning**.

Note: The above described parcel contains 3,930 square feet or 0.0902 acre, more or less.

See attached Exhibit Drawing by reference made a part hereto.



EXHIBIT "A"

VIRTUA BENNETT ESTATES
OWNER 2
APN 500-05-048

E 1/4 COR
SEC 12
T1N, R2W
FD BCHH

30.00' N89°45'22"W 1320.20
S89°45'22"E
N89°45'22"W 1285.20
P.O.B.

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
BCHH BRASS CAP IN HANDHOLE
BCF BRASS CAP FLUSH

W. HARRISON STREET

FD BCF

S. SARVAL AVENUE

N00°06'52"W 2646.02' BASIS OF BEARINGS

5.00' 30.00'
SEWER EASEMENT

LOT 22

CANYON TRAILS
UNIT 3 PARCEL F
BOOK 687, PAGE 40, M.C.R.

W. LINE
TRACT A

LOT 23

W. LILAC STREET

N89°45'09"W
30.00'

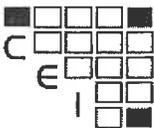
TRACT-A
CURTIS COMMONS HOMEOWNER'S ASSOCIATION
APN 500-93-127

1" = 20'

JOB #180514
06/02/2020



P.O.C.
SE COR
SEC 12
T1N, R2W
FD BCHH



Clouse Engineering, Inc.

ENGINEERS ■ SURVEYORS

5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

EXHIBIT "4"

PRE-APPROVED PLANT LIST

Texas Sage (*Leucophyllum Frutescens*)

Bird of Paradise (*Caesalpinia Pulcherrima*) & (*Caesalpinia Mexicana*)

Agave (*Agavoideae*)

Yucca (*Agavaceae*)

Lantana (*Verbenaceae*)

When Recorded Return To:

Virtua Bennett Estates Owner, LLC
17470 N. Pacesetter Way
Scottsdale, Arizona 85255
Attention: Quynh Palomino

DRAINAGE AND ACCESS EASEMENT AGREEMENT

This Drainage and Access Easement Agreement (“Agreement”) is entered into as of _____, 20____, by and between: (i) Virtua Bennett Estates Owner, LLC, an Arizona limited liability company as to a 34% tenant in common interest in the Virtua Property and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, as to a 66% tenant in common interest in the Virtua Property Curtis Commons Homeowners’ Association, an Arizona non-profit corporation, and the City of Goodyear. Virtua, Curtis and the City are sometimes are referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Virtua Bennett Estates Owner, LLC, an Arizona limited liability company, as to a 34% tenant in common interest and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, as to a 66% tenant in common interest owns the real property located in the City of Goodyear, Maricopa County, Arizona and legally described on Exhibit A attached to this Agreement (the “Virtua Parcel”), which they intend to develop under the name of Bennett Meadows.

B. Curtis Commons Homeowners’ Association, an Arizona non-profit corporation owns real property located adjacent to the Virtua Parcel and legally described on Exhibit B attached to this Agreement (the “Drainage Basin Parcel”).

C. The Drainage Basin Parcel is used to retain storm water from development known as Curtis Commons and storm water run-off from adjacent roadways.

D. Virtua desires to obtain and Curtis is willing to grant Virtua a non-exclusive easement for the benefit of the Virtua Parcel to allow storm water flows generated by storm events that generate flows in excess of 100-year 6-hour storm events to flow over, under, and across the Drainage Parcel (the “Excess Storm Water Flows”).

E. Because the drainage solution for Bennett Meadows contemplates the Excess Storm Water Flows flowing over, under and across the Drainage Basin Parcel, the City of Goodyear is being added as a party to this Agreement to ensure that the easement being granted herein remains in place.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Terms not defined elsewhere in this Agreement shall have the following meanings:

a. City means the City of Goodyear, an Arizona municipal corporation, its successors and assigns.

b. Grantor or Curtis means Curtis Commons Homeowners' Association, an Arizona non-profit corporation, on behalf of itself and its successor and assigns, which includes all future owners of all or a part of the Drainage Basin Parcel.

c. Parties means Curtis Commons Homeowners' Association, an Arizona non-profit corporation, Virtua Bennett Estates Owner, LLC, an Arizona limited liability company and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, and the City of Goodyear, an Arizona municipal corporation collectively.

d. Party means Curtis Commons Homeowners' Association, an Arizona non-profit corporation, or Virtua Bennett Estates Owner, LLC, an Arizona limited liability company and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, or the City of Goodyear, an Arizona municipal corporation as the context dictates.

e. Virtua means collectively Virtua Bennett Estates Owner, LLC, an Arizona limited liability company, as to a 34% tenant in common interest in the Virtua Property and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, as to a 66% tenant in common interest in the Virtua Property their successors and assigns, which includes all future owners of all or a part of the Virtua Property, including but not limited to the Bennett Meadows homeowners association, and excluding owners of any lot within the Virtua Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued.

2. Grant of Easement. Curtis grants and conveys to Virtua, for the benefit of the Virtua Parcel, a non-exclusive easement upon, over, under, and across the Drainage Basin Parcel for allowing excess storm water flows from the Virtua Parcel generated by storm events that generate flows in excess of 100-year 6-hour storm events to flow over, under, and across the Drainage Parcel (the "Excess Storm Water Flows") and for providing access as needed to undertake all actions required under this Agreement.

3. Preservation of Drainage Openings. The Parties agree to preserve the drainage openings on their respective sides of the wall along the boundaries of the Virtua Parcel and Drainage Basin Parcel.

4. Erosion Damage Repair. Storm water flows from the Virtua Parcel to the Drainage Basin Parcel have caused existing erosion damage on the Drainage Basin Parcel. Virtua agrees to restore, at no cost to Curtis, the existing erosion damage on the Drainage Basin Parcel caused by the storm water flows that have passed from the Virtua Parcel to the Drainage Basin Parcel. Virtua agrees to restore the existing erosion damaged areas in the Drainage Basin Parcel by re-grading the existing damage areas of the Drainage Basin Parcel, replacing and/or raking the decomposed granite and replacing and/or installing rip rap as needed. Any granite installed shall, to the extent

reasonably possible, match the granite in the adjacent undamaged portions of the Drainage Basin Parcel. The restoration of the existing erosion damaged areas shall be completed within three months of recording of this Agreement. In addition to repairing the existing erosion damaged areas, Virtua, and its successors and assigns, including the Bennet Meadows Homeowners Association, shall be responsible for all future erosion damage on the Drainage Basin Parcel that is caused by storm water flows that have passed from the Virtua Parcel to the Drainage Basin Parcel.

5. Reasonable Use of Easement Area Preservation of Drainage Basin Improvements. The easement granted by this Agreement is non-exclusive. Curtis has the right to use and occupy, and to grant others the right to use and occupy, all or any portion of the Curtis Parcel for any purpose consistent with this Agreement and which does not impair or limit the rights of Virtua. Curtis shall not take or permit any action that removes or damages any improvement to the Drainage Basin Parcel, and if it does so, it shall promptly restore or repair all such improvements.

6. Termination. This Agreement and the easement granted herein cannot be amended, modified, or terminated without the express written consent of all of the Parties to this Agreement.

7. Insurance and Indemnification. Prior to any entry upon or performing work within the Drainage Basin Parcel, Virtua shall maintain, and shall require their agents, delegees, contractors and their subcontractors to maintain, at all times workers' compensation insurance as required by state law and commercial liability insurance covering any personal injury and property damage arising in connection with the work or the entry upon the Easement Area in the following amounts:

a. Employers liability coverage with a limit of not less than \$500,000 each accident, disease each employee and disease

b. Commercial general liability coverage with a limit of not less than \$2,000,000 each occurrence, \$3,000,000 annual aggregate, with coverage not containing any endorsements excluding or limiting product/completed operations, contractual liability or cross liability; and

c. Business auto liability coverage with a limit of not less than \$2,000,000 each occurrence, including liability for owned, non-owned and hired automobiles.

Such policies shall name Curtis as an additional insured and Virtua shall provide Curtis with certificates of insurance evidencing the required coverage prior to entering onto the Easement Area. Virtua will indemnify, defend and save Curtis harmless for, from and against any and all loss, damage, liabilities, claims or expenses (including but not limited to reasonable attorneys' fees and costs) Curtis may sustain arising out of or arising in any manner to the activities of such Party or any representatives, agents, delegees, employees, contractors, or subcontractors of such Party while exercising any of the temporary easement rights granted herein, except to the extent and in proportion caused by Curtis.

8. Liens. Virtua shall not permit any mechanic's liens or other liens to be placed upon the Drainage Basin Parcel in connection with the exercise of its rights under this Agreement. In the

event of the filing of any such lien, Virtua shall promptly pay the amount of such lien and ensure its discharge.

9. Miscellaneous:

a. Runs with the Land. The covenants, rights, and obligations set forth herein, including the easement granted herein, run with the land and are binding upon Curtis and all successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are owners and/or users of the Drainage Basin Parcel and upon Virtua and all successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are owners and/or users of the Virtua Parcel, except owners of any lot within the Virtua Parcel that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued shall not have personal rights or liability but the homeowners association for the Virtua Parcel shall then have the rights and perform the obligations of Virtua on behalf of each such owner . The covenants, rights and obligations set forth herein, including the easement granted herein shall extend and inure in favor and to the benefit and burden of, and the City and its successors and assigns. An owner of one or more lots in the Virtual Parcel shall have no further obligations hereunder as to a lot for events occurring after it has conveyed title to such lot.

b. Breach. The easements granted herein are required as a condition for the recordation of a final plat subdividing the Virtua Parcel. Accordingly, Curtis, the City and Virtua acknowledge and agree that once the final plat is recorded, the easements granted in this Agreement cannot be terminated and the sole remedy for any breach of the terms of this Agreement is limited solely to monetary damages and/or, if applicable, specific performance.

c. Invalidity. If any term, provision, or covenant in this Agreement is to any extent invalid or unenforceable, the remainder of this Agreement will not be affected, and each other term, provision, and condition hereof will be valid and enforceable to the fullest extent permitted by law.

d. Counterparts. This Agreement may be executed in duplicate counterparts, and the counterparts together shall constitute the single binding agreement of the Parties. Facsimile transmission of a counterpart signed by a Party shall be deemed as signed by such Party for purposes hereof provided however, Virtua and Curtis shall each deliver an original to the City for recordation in the Official Records of Maricopa County.

e. Attorney Fees. If any Party brings suit to enforce the terms and provisions hereof, or to recover damages for the breach of this Agreement, the prevailing Party will be entitled to recover from the other Party all costs, expenses, and reasonable attorneys' fees incurred in connection with the exercise by the prevailing Party of its rights and remedies hereunder. For purposes of this section, the term "prevailing Party" means, in the case of the plaintiff or claimant, one who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, one who is successful in denying substantially all of the relief sought be the claimant. Any award of attorneys' fees will be set by the court and not by the jury.

f. Governing Law. This Agreement will be governed by the laws of the State of Arizona.

g. Headings and Interpretation. Headings in the Agreement are for convenience only and will not define or limit the provisions hereof. This Agreement will be construed according to its ordinary meaning and will not be strictly construed for or against any Party.

h. Final Agreement of the Parties. This Agreement is an integrated agreement and expresses the Parties' complete agreement and understanding. Any and all prior or contemporaneous oral agreements or prior written agreements between the Parties regarding the subject matter of this Agreement are merged herein and hereby extinguished. Any modification or waiver of any term of this Agreement must be in writing signed by the Parties.

i. Additional Acts. The Parties agree to execute such additional documents and to perform such additional acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

j. No Public Rights Created. Nothing contained in this Agreement will be deemed a gift or dedication of any portion of the Parcels to the general public or for any public use or purpose whatsoever. This Agreement is binding upon and inures only to the benefit of Parties and their respective, heirs, successors and assigns; no benefit is intended to be nor is conferred by this Agreement upon any other or third party.

k. Effective Date. This Agreement will be effective upon recordation in the official records of Maricopa County, Arizona.

l. Notice. All notices, approvals, and other communications provided for or given in connection with this Agreement will be validly given, made, delivered, or served, if in writing, and delivered personally by certified U.S. Mail, or sent by nationally recognized overnight courier.

m. Authority. Each Party hereby warrants that the persons executing this Agreement on behalf of such Party has the authority to do so and that all persons necessary to bind the Parties to this Agreement have joined in this document.

[Signatures, Acknowledgments and Exhibits on Following Pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CURTIS:

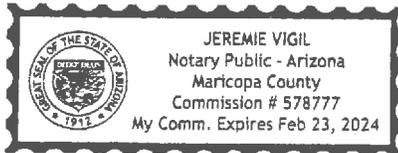
CURTIS COMMONS HOMEOWNERS' ASSOCIATION, an Arizona non-profit corporation

By: [Signature]
Name: Danna Kiracofe
Its: Curtis Commons, HOA Board President

STATE OF ARIZONA)
)ss.
County of Maricopa)

This Drainage and Access Easement Agreement was acknowledged before me on this 11th day of February, 2021, by Danna Kiracofe, the HOA Board President of Curtis Commons Homeowners' Association, an Arizona non-profit corporation, for and on behalf thereof.

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



[Signature]
Notary Public

[Signatures, Acknowledgments and Exhibits on Following Pages]

VIRTUA:

VIRTUA BENNETT ESTATES OWNER, LLC, an Arizona limited liability company

By: *Quynh Palomino*
Name: QUYNH PALOMINO
Its: MANAGER

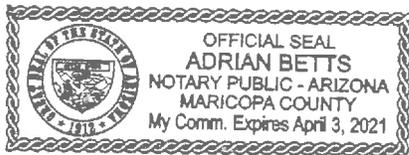
VIRTUA BENNETT ESTATES OWNER 2, LLC, an Arizona limited liability company

By: *Quynh Palomino*
Name: QUYNH PALOMINO
Its: MANAGER

STATE OF ARIZONA)
)ss.
County of Maricopa)

10TH This Drainage and Access Easement Agreement was acknowledged before me on this day of FEBRUARY, 2021, by QUYNH PALOMINO, the Manager of Virtua Bennett Estates Owner, LLC, an Arizona limited liability company, for and on behalf thereof.

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

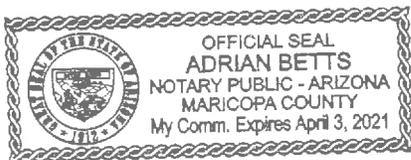


Adrian Betts
Notary Public

STATE OF ARIZONA)
)ss.
County of Maricopa)

10TH This Drainage and Access Easement Agreement was acknowledged before me on this day of FEBRUARY, 2021, by QUYNH PALOMINO, the Manager of Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, for and on behalf thereof.

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



Adrian Betts
Notary Public

[Signatures, Acknowledgments and Exhibits on Following Pages]

CITY:

CITY OF GOODYEAR,
an Arizona municipal corporation

By: _____

Name: _____

Its: _____

STATE OF ARIZONA)
)ss.
County of Maricopa)

This Drainage and Access Easement Agreement was acknowledged before me on this
____ day of _____, 20____, by _____, of the City of
Goodyear, an Arizona municipal corporation for and on behalf of thereof.

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

Notary Public

ATTEST

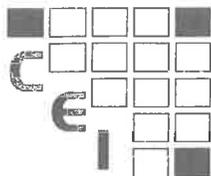
Darcie McCracken
City Clerk

APPROVED AS TO FORM

Roric Massey
City Attorney

[Exhibits on Following Pages]

EXHIBIT A
VIRTUA PARCEL



Clouse Engineering, Inc.

ENGINEERS ■ SURVEYORS

5010 E. Shea Blvd. Ste. 110 • Scottsdale, Arizona 85254 • TEL (602) 395-9300 • FAX (602) 395-9310

Job No. 180514
October 30, 2018
Rev: November 18, 2020

Legal Description For Bennett Meadows

A portion of the Northeast quarter of Section 12, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 12;

Thence South 00 degrees 13 minutes 15 seconds West, along the East line of the Northeast quarter of said Section 12, a distance of 1653.76 feet to the South line of "Legacy Ranch", as recorded in Book 773 of Maps, Page 17, records of Maricopa County, Arizona and the **Point of Beginning**;

Thence continuing South 00 degrees 13 minutes 15 seconds West, along said East line of the Northeast quarter of Section 12, a distance of 233.53 feet;

Thence North 89 degrees 46 minutes 45 seconds West a distance of 267.00 feet;

Thence South 00 degrees 13 minutes 15 seconds West a distance of 200.00 feet;

Thence South 89 degrees 46 minutes 45 seconds East a distance of 267.00 feet to a point on said East line of the Northeast quarter of Section 12;

Thence South 00 degrees 13 minutes 15 seconds West, along said East line, a distance of 559.00 feet to the East quarter corner of said Section 12, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Legal Description
Job No. 180514
Bennett Meadows Plat
October 30, 2018
Rev: November 18, 2020
Page 2

Thence along the South line of said Northeast quarter of Section 12, North 89 degrees 45 minutes 27 seconds West a distance of 1320.26 feet to a point on the Easterly line of "Canyon Trails Unit 3 Parcel F", as recorded in Book 687 of Maps, Page 40, records of Maricopa County, Arizona;

Thence along said Easterly line, North 00 degrees 14 minutes 10 seconds East a distance of 992.54 feet to a point on the Southerly line of "Legacy Ranch", as recorded in Book 773 of Maps, Page 17, records of Maricopa County, Arizona;

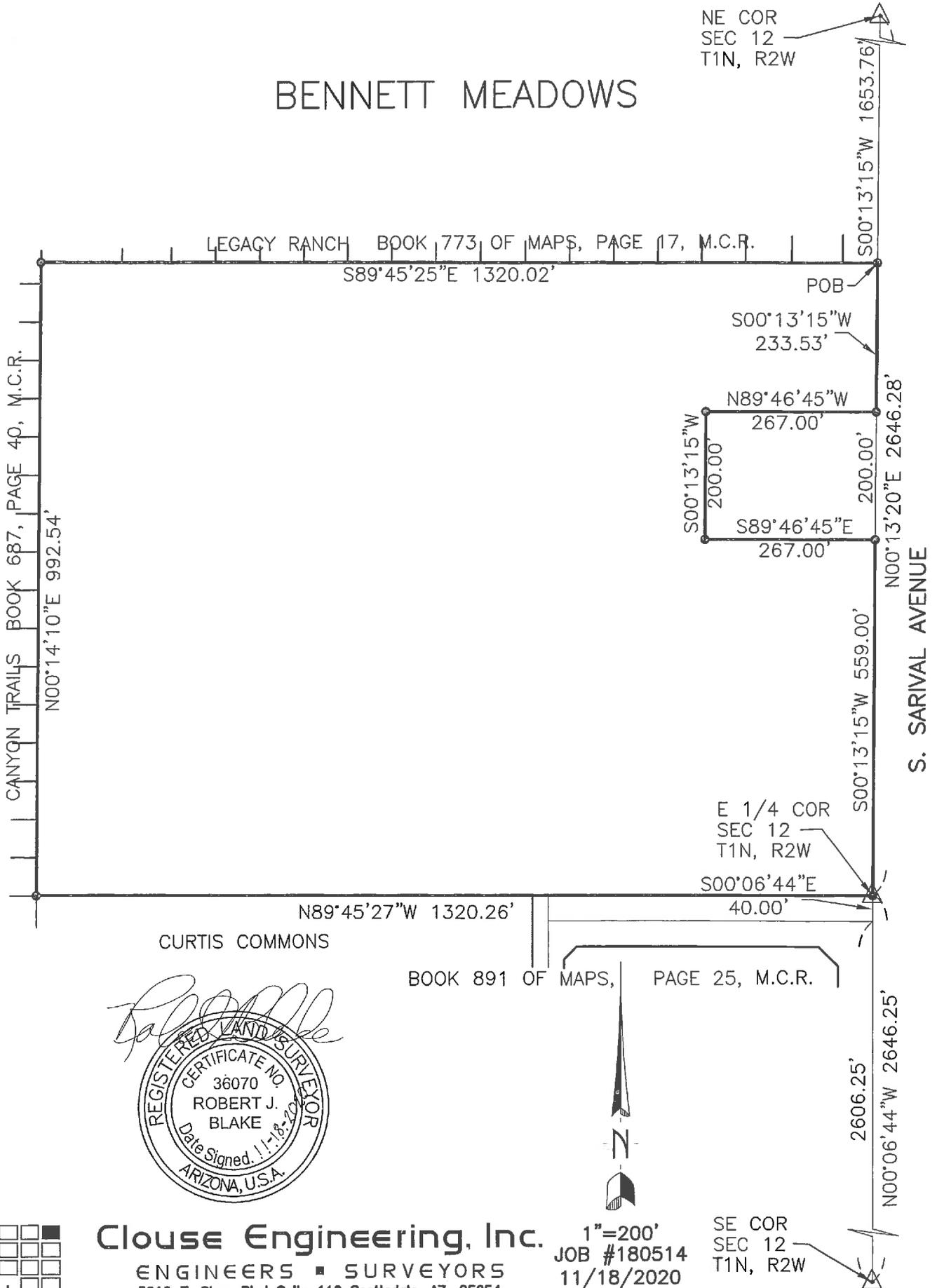
Thence along said Southerly line, South 89 degrees 45 minutes 25 seconds East a distance of 1320.02 feet to the **Point of Beginning**.

Note: The above described parcel contains 1,256,874 square feet or 28.8539 acres, more or less.



BENNETT MEADOWS

NE COR
SEC 12
T1N, R2W



Clouse Engineering, Inc.

ENGINEERS ■ SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

1"=200'
JOB #180514
11/18/2020

SE COR
SEC 12
T1N, R2W

EXHIBIT B

DRAINAGE BASIN PARCEL

A portion of the Southeast quarter of Section 12, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Tract A, of CURTIS COMMONS, a subdivision as recorded in Book 891 of Maps, Page 25, records of Maricopa County, Arizona.

AGENDA ITEM #: 5.
DATE: 05/10/2021
AI #:247



CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF BENNETT MEADOWS

STAFF PRESENTER(S): Katie Wilken, Planning Manager

OTHER PRESENTER(S):

Clouse Engineering, Inc.

SUMMARY:

A Final Plat subdividing approximately 28.8541 acres into 90 lots and 8 tracts at the intersection of S. Sarival Rd and W. Harrison St.

Recommendation:

Approve the Final Plat of Bennett Meadows (the "Final Plat"), subdividing approximately 28.8541 acres into 90 lots and 8 tracts generally located at the northwest corner of the intersection of S. Sarival Avenue and W. Harrison Street (the "Bennett Meadows Property") subject to stipulations. (Katie Wilken, Planning Manager)

STIPULATIONS:

1. Owner(s) shall, at no cost to the City, construct all public infrastructure required for the development of the Property as set forth in all applicable development regulations including on-site and off-site infrastructure needed for the City to provide utility services to the Bennett Meadows Property, including but not limited to the sewer line needed to serve the Property that is to be constructed with a section of the drainage basin owned by the Curtis Commons Homeowner's Association;
2. Owner(s) shall, at no cost to the City, construct the following infrastructure improvements:
 - a. S. Sarival Avenue – half-street improvements for the west half of S. Sarival Avenue required for a minor arterial, except for the half median and half median landscaping, from the northern boundary of the Bennett Meadows Property to the center line of the intersection of S. Sarival Avenue and West Harrison Street, which improvements shall include, but is not limited to: pavement, sidewalk, curb and gutter, landscaping, landscape irrigation, street lights, traffic signals, signing and striping; and
 - b. West Harrison Street – half-street improvements required for a minor collector, along or adjacent to the frontage of the Bennett Meadows Property, which improvements shall include, but is not limited to: pavement, sidewalk, curb and gutter, landscaping, landscape irrigation, street lights, traffic signals, signing and striping;
3. Except for model home and a limited number of production homes to be determined by the City Engineer or his designee, no building permits for any structure shall be issued until all off-site utility infrastructure improvements need to serve the Bennett Meadows Property and the half-street improvements to S. Sarival Avenue and West Harrison Street described herein have been substantially completed. No certificates of occupancy shall be issued for any structure

within the Property until all off-site utility all off-site utility infrastructure improvements need to serve the Bennett Meadows Property and the half-street improvements to S. Sarival Avenue and West Harrison Street described herein have been completed and accepted by the City Engineer subject to completion of the two-year warranty period;

4. Owner(s) shall dedicate, at no cost to the City, lien free and in fee, the right-of-way along or adjacent to the frontage of the Bennett Meadows Property needed for the half-street improvements for the west half of S. Sarival Avenue prior to the recordation of the Final Plat if requested by the City Engineer or his designee;
5. Owner(s) shall dedicate, at no cost to the City, lien free and in a form approved by the City Attorney or his designee, public utility easements adjacent to the right-of-way to be conveyed to the City for the west half of S. Sarival Avenue prior to the recordation of the Final Plat if requested by the City Engineer or his designee;
6. If requested by the City Engineer or his designee, owner(s) shall dedicate, at no cost to the City, temporary construction easement(s) needed for the relocation of existing RID irrigation lines from the alignment of the western half of S. Sarival Avenue along or adjacent to the frontage of the Bennett Meadows Property to a location within the Bennett Meadows Property as reflected in construction plans approved by the City Engineer or his designee, which request shall be made only if the City will be undertaking the construction of the half-street improvements to S. Sarival Avenue adjacent to the Bennett Meadows Property;
7. Owner(s) shall dedicate, at no cost to the City, temporary drainage easement(s) within the Bennett Meadows Property needed to take storm water run-off from the western half-street improvements of S. Sarival Avenue from the northern boundary of the Bennett Meadows Property to and through the center line of the intersection of S. Sarival Avenue and W. Harrison Street if requested by the City Engineer or his designee, which request shall be made only if the City will be undertaking the construction of such half-street improvements to S. Sarival Avenue adjacent to the Bennett Meadows Property;
8. The Final Plat of Bennett Meadows shall not be recorded until all of the following have occurred:
 - a. Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for work within the Property, whichever is earlier;
 - b. An in-lieu payment of \$168,750 is paid to the city, which represents 25% of the current cost of a traffic signal required at the intersection of S. Sarival Avenue and W. Harrison Street;
 - c. An in-lieu payment is paid to the city in the amount of \$87,583, which represents 50% of the estimated cost of a full median and full median landscaping for the section of S. Sarival Avenue from the northern boundary of the Bennett Meadows Property to the center line of the intersection of S. Sarival Avenue and West Harrison as determined by the City Engineer or his designee;
 - d. A 30' wide sewer easement, in a form approved by the City Attorney or his designee, allowing for the construction, operation, maintenance, repair, and replacement of sewer infrastructure and access facilities within Tract A of the Curtis Commons final plat as recorded in Book 891 and Page 25 of the Maricopa County Records has been recorded;
 - e. A drainage easement, in a form approved by the City Attorney or his designee, allowing excess storm water to drain from the Bennett Meadows Property onto the drainage basin within Tract A of the Curtis Commons final plat as recorded in Book 891 and Page 25 of the Maricopa County Records has been recorded;
 - f. The City receives documentation establishing that the Bennett Meadows Homeowners' Association was formed and is authorized to do business within the state of Arizona and the Final Plat has been modified as needed so that it accurately reflects the name of the newly formed homeowners' association;

- g. An updated title report for the Bennett Meadows Property shall be submitted and the Final Plat shall be modified as needed to reflect the current ownership and current lender including on the Final Plat a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the Bennett Meadows Property. The owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing the Final Plat is authorized to do so; and
 - h. All technical corrections to the final plat required by the City Engineer or his designee have been made;
9. Prior to the issuance of final grading and drainage construction permits for work within the Bennett Meadows Property, a completed Storm Water Maintenance Agreement (SWMA), in a form approved by the City Attorney or his designee and by the City Engineer or his designee, executed by the property owner(s) shall be recorded in the Official Records of Maricopa County;
 10. All permanent utilities, excluding power lines 69kV or larger, within the Bennett Meadows Property and along the frontage of the Bennett Meadows Property shall be located or relocated underground. No Certificate of Completion, Temporary Certificate of Occupancy and/or Certificate of Occupancy for any structure within the Bennett Meadows Property, other than model homes, shall be issued until the existing utility lines have been located underground as required herein.

FISCAL IMPACT:

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development.

BACKGROUND AND PREVIOUS ACTIONS:

The preliminary plat of Bennett Meadows was approved by the City Council on 8/20/2019.

STAFF ANALYSIS

The Final Plat of Bennett Meadows substantially conforms to the preliminary plat of Bennett Meadows approved on August 20, 2019. As set forth in the attached preliminary plat Council Action Report, the proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the technical requirements of the city's subdivision regulations and engineering standards, and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

Attachments

Final Plat

Preliminary Plat Council Action Report

Aerial Photo Exhibit

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

THAT VIRTUA BENNETT ESTATES OWNER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 34% TENANT IN COMMON INTEREST AND VIRTUA BENNETT ESTATES OWNER 2, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 66% TENANT IN COMMON INTEREST, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS SUBDIVIDED UNDER THE NAME BENNETT MEADOWS " , A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

THAT VIRTUA BENNETT ESTATES OWNER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 34% TENANT IN COMMON INTEREST AND VIRTUA BENNETT ESTATES OWNER 2, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 66% TENANT IN COMMON INTEREST, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR THE PUBLIC STREETS, IN FEE, SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

THAT VIRTUA BENNETT ESTATES OWNER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 34% TENANT IN COMMON INTEREST AND VIRTUA BENNETT ESTATES OWNER 2, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 66% TENANT IN COMMON INTEREST, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DECLARES ALL TRACTS WITHIN THE SUBDIVISION AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS WITHIN BENNETT MEADOWS HOMEOWNERS ASSOCIATION AND ARE HEREBY DEDICATED AND CONVEYED TO THE BENNETT MEADOWS HOMEOWNERS ASSOCIATION SUBJECT TO THE EASEMENTS, RESERVATIONS AND OBLIGATIONS AS SET FORTH HEREIN, FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

THAT VIRTUA BENNETT ESTATES OWNER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 34% TENANT IN COMMON INTEREST AND VIRTUA BENNETT ESTATES OWNER 2, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 66% TENANT IN COMMON INTEREST, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITTEES EXCLUSIVE PUBLIC UTILITY EASEMENTS (" PUE ") IN TRACTS A-H INCLUSIVE, AND IN LOTS, AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES ("PUBLIC UTILITY EASEMENT AREAS"), SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING PUBLIC UTILITIES, IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND/OR REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS.

THAT VIRTUA BENNETT ESTATES OWNER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 34% TENANT IN COMMON INTEREST AND VIRTUA BENNETT ESTATES OWNER 2, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 66% TENANT IN COMMON INTEREST, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITTEES EXCLUSIVE AND PERPETUAL WATER EASEMENTS UPON, OVER, ACROSS AND UNDER ALL AREAS WITHIN TRACT A DESIGNATED AS "WATER EASEMENT" AND NON-EXCLUSIVE ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS WITHIN TRACT A DESIGNATED AS "WATER EASEMENT". THE WATER AND ACCESS EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATERLINES AND APPURTENANCES (THE "WATER FACILITIES"); INSTALLING, INSPECTING, MAINTAINING, REPLACING, AND OR REPAIRING ACCESS IMPROVEMENTS AS DESCRIBED HEREIN; AND PROVIDING ACCESS THERETO. BECAUSE THE WATER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT OF-WAY, VIRTUA BENNETT ESTATES OWNER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 34% TENANT IN COMMON INTEREST AND VIRTUA BENNETT ESTATES OWNER 2, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 66% TENANT IN COMMON INTEREST, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, AGREES TO INSTALL AND MAINTAIN IMPROVEMENTS TO THE AREAS WITHIN TRACT A DESIGNATED AS WATER EASEMENT AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR ACCESS TO UNDERGROUND WATER LINES PURSUANT PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE ("THE ACCESS FACILITIES") AND SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS AND SHALL KEEP THE ACCESS FACILITIES FREE FROM VEGETATION UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO.

THAT VIRTUA BENNETT ESTATES OWNER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 34% TENANT IN COMMON INTEREST AND VIRTUA BENNETT ESTATES OWNER 2, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 66% TENANT IN COMMON INTEREST, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITTEES EXCLUSIVE AND PERPETUAL SEWER EASEMENTS UPON, OVER, ACROSS AND UNDER ALL AREAS WITHIN TRACT E DESIGNATED AS " SEWER EASEMENT" . THE SEWER AND ACCESS EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING SEWER LINES AND APPURTENANCES ("THE SEWER FACILITIES"); INSTALLING, INSPECTING, MAINTAINING, REPLACING AND OR REPAIRING ACCESS IMPROVEMENTS AS DESCRIBED HEREIN; AND FOR PROVIDING ACCESS THERETO. BECAUSE THE SEWER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT OF-WAY, VIRTUA BENNETT ESTATES OWNER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 34% TENANT IN COMMON INTEREST AND VIRTUA BENNETT ESTATES OWNER 2, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 66% TENANT IN COMMON INTEREST, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, AGREES TO INSTALL AND MAINTAIN IMPROVEMENTS TO THE AREAS WITHIN TRACT E DESIGNATED AS SEWER EASEMENT AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR ACCESS TO UNDERGROUND SEWER LINES PURSUANT PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE ("THE ACCESS FACILITIES")) AND SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS AND SHALL KEEP THE ACCESS FACILITIES FREE FROM VEGETATION UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO.

THAT VIRTUA BENNETT ESTATES OWNER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 34% TENANT IN COMMON INTEREST AND VIRTUA BENNETT ESTATES OWNER 2, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 66% TENANT IN COMMON INTEREST, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, COVENANTS TO THE CITY OF GOODYEAR AND AGREES AS FOLLOWS:

TRACTS A, B, C, D & E ARE HEREBY RESERVED FOR THE INSTALLATION OF DRAINAGE FACILITIES AND BASINS FOR THE INCLUSIVE CONVEYANCE AND STORAGE OF DRAINAGE FOR THIS SUBDIVISION AND FROM THE PUBLIC RIGHTS-OF-WAY AS REQUIRED BY THE CITY OF GOODYEAR'S ENGINEERING STANDARDS AND DESIGN POLICIES AND GOODYEAR CITY CODE. DRAINAGE FACILITIES SUCH AS CATCH BASINS, SCUPPERS, STORM DRAINS, HEADWALLS AND EROSION CONTROL FACILITIES DOWNSTREAM OF STORM DRAIN OUTLETS AND RETENTION AREAS SHALL BE INSTALLED AND MAINTAINED BY THE OWNER AND SHALL PROVIDE STORM WATER CONVEYANCE AND STORAGE AS PRIVATE DRAINAGE FACILITIES AND PRIVATE RETENTION BASINS ADEQUATE TO CONVEY AND STORE DRAINAGE FROM THIS SUBDIVISION AND FROM PUBLIC RIGHTS-OF-WAY AND TO CONVEY DRAINAGE OFF-SITE PER IMPROVEMENT PLANS APPROVED BY AND ON FILE WITH THE CITY OF GOODYEAR. THESE COVENANTS CAN BE ENFORCED OF REMOVED BY THE CITY OF GOODYEAR, AND THE CITY OF GOODYEAR AND ANY PERSON OR PERSONS WHO HAVE BEEN DAMAGED BY THE VIOLATIONS OR ATTEMPTED VIOLATIONS OF ANY OF THESE COVENANTS CAN BRING PROCEEDINGS AT LAW OF IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING OR THREATENING TO VIOLATE ANY OF THESE COVENANTS. ANY PERSON OR PERSONS OR THE CITY OF GOODYEAR PROSECUTING ANY PROCEEDINGS AT LAW OR IN EQUITY HEREUNDER SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT COSTS, IN ADDITION TO REASONABLE ATTORNEY'S FEES. THE AGREEMENTS AND COVENANTS CONTAINED HEREIN SHALL BE A COVENANT RUNNING WITH THE LAND, AND UPON RECORDING SHALL BE BINDING UPON OWNER AND ANY SUBSEQUENT OWNER OF ALL OR ANY PORTION OF TRACTS A, B, C, D, & E.

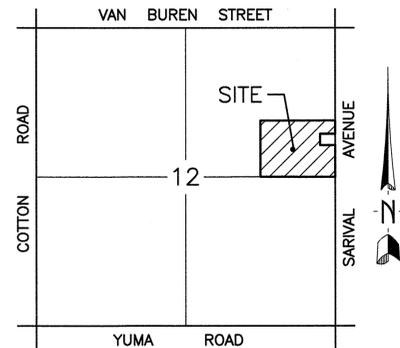
THAT VIRTUA BENNETT ESTATES OWNER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 34% TENANT IN COMMON INTEREST AND VIRTUA BENNETT ESTATES OWNER 2, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 66% TENANT IN COMMON INTEREST, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR A PERPETUAL, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS (V.N.A.E.) UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "V.N.A.E." FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE PROPERTY.

THAT VIRTUA BENNETT ESTATES OWNER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 34% TENANT IN COMMON INTEREST AND VIRTUA BENNETT ESTATES OWNER 2, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 66% TENANT IN COMMON INTEREST, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND THIRD PARTIES PROVIDING EMERGENCY SERVICES, A NON-EXCLUSIVE EMERGENCY VEHICLE ACCESS EASEMENT OVER AND ACROSS TRACT A, DESIGNATED ON PLAT AS EMERGENCY VEHICLE ACCESS EASEMENT FOR THE PURPOSE OF INSTALLING, INSPECTING, MAINTAINING, REPLACING AND OR REPAIRING ACCESS IMPROVEMENTS AS DESCRIBED HEREIN AND PROVIDING RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS PROVIDING OR PERFORMING EMERGENCY SERVICES. BECAUSE THE EMERGENCY VEHICLE ACCESS EASEMENT IS NOT BEING LOCATED WITHIN STREET RIGHT-OF-WAY, VIRTUA BENNETT ESTATES OWNER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 34% TENANT IN COMMON INTEREST AND VIRTUA BENNETT ESTATES OWNER 2, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TO A 66% TENANT IN COMMON INTEREST, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, AGREES TO INSTALL AND MAINTAIN IMPROVEMENTS TO THE AREAS WITHIN TRACT A DESIGNATED AS EMERGENCY VEHICLE ACCESS EASEMENT AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR EMERGENCY VEHICLE ACCESS PURSUANT PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE (THE "ACCESS FACILITIES") AND SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS AND SHALL KEEP THE ACCESS FACILITIES FREE FROM VEGETATION UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO.

IN WITNESS WHEREOF: VIRTUA BENNETT ESTATES OWNER LLC AND VIRTUA BENNETT ESTATES OWNER 2 LLC, AS OWNERS, HAVE CAUSED THEIR NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____, THEIR MANAGER, THEREUNTO DULY AUTHORIZED.

FINAL PLAT FOR BENNETT MEADOWS

SITUATED IN A PORTION OF THE NNE 1/4, SECTION 12, T. 1 N., R. 2 W. OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP SECTION 12, T.1N., R.2W.

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 13 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 1653.76 FEET TO THE SOUTH LINE OF "LEGACY RANCH", AS RECORDED IN BOOK 773 OF MAPS PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 13 MINUTES 15 SECONDS WEST, ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12, A DISTANCE OF 233.53 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 45 SECONDS WEST A DISTANCE OF 267.00 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 15 SECONDS WEST A DISTANCE OF 200.00 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 45 SECONDS EAST A DISTANCE OF 267.00 FEET TO A POINT ON SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12; THENCE SOUTH 00 DEGREES 13 MINUTES 15 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 559.00 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 12, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 12, NORTH 89 DEGREES 45 MINUTES 27 SECONDS WEST A DISTANCE OF 1320.26 FEET TO A POINT ON THE EASTERLY LINE OF "CANYON TRAILS UNIT 3 PARCEL F", AS RECORDED IN BOOK 687 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA; THENCE ALONG SAID EASTERLY LINE, NORTH 00 DEGREES 14 MINUTES 10 SECONDS EAST A DISTANCE OF 992.54 FEET TO A POINT ON THE SOUTHERLY LINE OF "LEGACY RANCH", AS RECORDED IN BOOK 773 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 45 MINUTES 25 SECONDS EAST A DISTANCE OF 1320.02 FEET TO THE POINT OF BEGINNING.

APPROVALS

APPROVED BY THE ENGINEER OF THE CITY OF GOODYEAR, ARIZONA ON THIS _____ DAY OF _____, 202____.

SUMEET MOHAN-CITY ENGINEER

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA ON THIS _____ DAY OF _____, 202____.

GEORGIA LORD-MAYOR

ATTEST: DARCI MCCracken-CITY CLERK DATE _____

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S. COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF _____, 202____, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE MANAGER OF VIRTUA BENNETT ESTATES OWNER LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND VIRTUA BENNETT ESTATES OWNER 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY THE LEGAL OWNERS OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE AS MANAGER BEING AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S. COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF _____, 202____, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF BENNETT MEADOWS HOMEOWNER'S, ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE AS MANAGER BEING AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

BENCH MARK

COG BENCHMARK G347 BEING A MCDOT BRASS CAP IN HAND HOLE AT THE INTERSECTION OF SARIVAL ROAD AND VAN BUREN STREET. ELEVATION=996.48 (COG DATUM)

BASIS OF BEARINGS

THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12, ALSO BEING THE MONUMENT LINE OF SARIVAL ROAD USING A BEARING OF N 00' 13' 15" E.

OWNER/DEVELOPER

VIRTUA BENNETT ESTATES OWNER LLC VIRTUA BENNETT ESTATES OWNER 2 LLC 17470 N. PACESETTER WAY SCOTTSDALE, AZ 85255 PHONE: (480) 930-4614

ENGINEER

CLOUSE ENGINEERING INC. 5010 E SHEA BLVD STE 110 SCOTTSDALE, AZ 85254 PHONE: (602) 395-9300 FAX: (602) 395-9310

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF GOODYEAR WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

NOTES

THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARS 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.

NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.

- 1. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
2. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
3. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
4. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
5. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.

LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.

- 1. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
2. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
3. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE GOOD NORMAL GROWTH.
4. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND AN APPROXIMATE HEIGHT OF 3-INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.
5. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREA SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
6. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.

THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.

THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.

ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.

ALL LOT CORNERS SHALL BE MONUMENT WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES, OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE POA OR HOA.

MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT, AND/OR PUBLIC UTILITY EASEMENT (PUE).

ALL CORNER LOTS (LOTS 35, 36, 46, 64, 65, 75, 82, 83 AND 90) AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES.

DRIVEWAYS ON KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT OPPOSITE THE ADJACENT REAR LOT LINE.

DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION. (LOTS 35, 36, 46, 64, 65, 75, 82, 83 AND 90).

AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS (LOTS 3, 4, 30, 31 AND 45).

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF MAY, 2020, AND THAT THE PLAT IS CORRECT AND ACCURATE AS SHOWN AND THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN. THAT THEIR POSITIONS ARE CORRECT AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT J. BLAKE

REGISTERED LAND SURVEYOR #36070 ROBERT J. BLAKE CLOUSE ENGINEERING INC. 5010 E SHEA BLVD STE 110 SCOTTSDALE, ARIZONA, 85254 PHONE: (602) 395-9300



Logo for Clouse Engineering, Inc. Engineers & Surveyors. 5010 E. Shea Blvd Suite 110 Scottsdale, AZ 85254. Tel 602-395-9300 Fax 602-395-9310. Job No. 180514. SH. 1 OF 3. PFC01.DWG

FINAL PLAT FOR BENNETT MEADOWS

LEGEND

- INDICATES A CORNER OF THIS SUBDIVISION SET 1/2" BAR WITH CAP, UNLESS NOTED OTHERWISE.
- INDICATES A POINT OF CONTROL SET BRASS CAP FLUSH, UNLESS NOTED OTHERWISE.
- INDICATES A FRACTIONAL SECTION CORNER
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- V.N.A.E. INDICATES VEHICULAR NON ACCESS EASEMENT
- R/W INDICATES RIGHT OF WAY
- M.C.R. INDICATES MARICOPA COUNTY RECORDER
- BCF INDICATES BRASS CAP FLUSH
- HH INDICATES HAND HOLE
- P.A.E. INDICATES PEDESTRIAN ACCESS EASEMENT
- POB INDICATES POINT OF BEGINNING
- POC INDICATES POINT OF COMMENCEMENT
- S.V.E. INDICATES SIGHT VIABILITY EASEMENT
- INDICATES A BOUNDARY LINE
- INDICATES A RIGHT OF WAY LINE
- INDICATES A LOT LINE
- INDICATES A CENTER LINE
- INDICATES AN EASEMENT LINE

TRACT	USE	AREA
TRACT "A"	OPEN SPACE, LANDSCAPING, DRAINAGE, P.U.E., WATER EASEMENT, EMERGENCY VEHICLE ACCESS AND PRIVATE IRRIGATION	0.3538 Ac.
TRACT "B"	OPEN SPACE, LANDSCAPING, DRAINAGE, SEWER EASEMENT & P.U.E.	0.9933 Ac.
TRACT "C"	OPEN SPACE, LANDSCAPING, DRAINAGE & P.U.E.	1.2660 Ac.
TRACT "D"	OPEN SPACE, LANDSCAPING, DRAINAGE & P.U.E.	0.9475 Ac.
TRACT "E"	OPEN SPACE, LANDSCAPING, DRAINAGE, SEWER EASEMENT & P.U.E.	1.5691 Ac.
TRACT "F"	LANDSCAPING & P.U.E.	0.1385 Ac.
TRACT "G"	LANDSCAPING & P.U.E.	0.0508 Ac.
TRACT "H"	LANDSCAPING & P.U.E.	0.0273 Ac.
TOTAL		5.3463 Ac.

NOTE: MAINTENANCE AND OWNERSHIP OF TRACTS "A" THROUGH "H" SHALL BE CONVEYED TO THE BENNETT MEADOWS HOMEOWNER'S ASSOCIATION.

SITE DATA		
DESCRIPTION	SQUARE FEET	ACRES
GROSS AREA	1,256,885.00 SF.	28.8541 Ac.
STREET ROW	221,718.4023 SF.	5.09 Ac.
NET AREA	1,209,091.1117 SF.	27.7569 Ac.
LOT SIZE (MIN.)	7,195 SF.	0.1652 Ac.
TOTAL LOTS	90	
AREA SUBDIVIDED INTO LOTS	753,508.00 SF.	17.2982 Ac.
GROSS DENSITY	3.12	
OPEN SPACE	233,730.20 SF.	5.37 Ac.
% OF GROSS AREA IN O.S.	18.60%	
EXISTING ZONING	R1-6	

CALCULATION OF ADJUSTED GROSS AREA		
AREA OF LOCAL STREET ROW	5.09 Ac.	
PLUS AREA SUBDIVIDED INTO LOTS	17.29 Ac.	
AREA SUBTOTAL	22.38 Ac.	
APPLY 15% OPEN SPACE FACTOR	0.85	
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%)	26.33 Ac.	

EDU DENSITY CALCULATION		
NUMBER OF DWELLING UNITS	90	
DIVIDED BY ADJUSTED GROSS AREA	26.33	
ADJUSTED GROSS DENSITY	3.42	

EDU CALCULATION		
NUMBER OF DWELLING UNITS	90	
EQUIVALENT EDU FACTOR FOR 2-4 DU/AC (1.00 PER DU)	1.00	
NUMBER OF EDU'S REQUIRED FOR PROJECT	90.00	

UTILITIES

WATER, SEWER, AND SANITATION SERVICES BY THE CITY OF GOODYEAR.
ELECTRIC SERVICE BY ARIZONA PUBLIC SERVICE
GAS SERVICE BY SOUTHWEST GAS CORPORATION.
TELEPHONE SERVICE BY CENTURYLINK
IRRIGATION SERVICE BY ROOSEVELT IRRIGATION DISTRICT

LINE TABLE											
LINE #	LENGTH	BEARING									
L1	18.39	N45°00'00"E	L50	17.83'	N00°14'11"E	L99	38.95'	N16°23'40"E	L148	124.04'	N03°28'36"W
L2	16.97	N44°46'04"W	L51	15.23'	N05°00'00"E	L100	60.00'	N87°25'12"W	L149	129.13'	N03°28'36"W
L3	16.97	N45°13'55"E	L52	22.99'	N05°00'00"E	L101	60.00'	N87°25'12"W	L150	127.66'	N03°28'36"W
L4	18.87	N38°22'20"E	L53	120.00'	N89°45'49"W	L102	26.17'	N87°25'12"W	L151	124.09'	N03°33'31"W
L5	17.80	N61°21'56"W	L54	122.47'	N89°45'49"W	L103	93.83'	N87°25'12"W	L152	37.55'	N40°19'04"E
L6	15.57	N49°48'00"E	L55	127.39'	N89°45'49"W	L104	61.88'	N80°38'11"W	L153	82.78'	N89°45'27"W
L7	18.27	N40°12'00"W	L56	125.00'	N89°45'49"W	L105	60.00'	N80°38'11"W	L154	70.12'	N89°48'18"E
L8	16.97	N54°21'49"E	L57	125.00'	N89°45'49"W	L106	60.00'	N80°38'11"W	L155	70.19'	N89°19'14"W
L9	16.97	N35°38'11"W	L58	125.00'	N89°45'49"W	L107	60.00'	N80°38'11"W	L156	63.10'	N89°45'27"W
L10	17.12	N44°36'03"W	L59	125.00'	N89°45'49"W	L108	119.67'	N00°14'11"E	L157	112.37'	N85°56'07"W
L11	17.46	N43°12'13"E	L60	125.00'	N89°45'49"W	L109	118.00'	N09°21'49"E	L158	68.06'	N00°13'20"E
L12	17.51	N43°22'22"E	L61	125.00'	N89°45'49"W	L110	120.00'	N09°21'49"E	L159	76.69'	N00°13'20"E
L13	194.28'	N45°09'15"W	L62	65.00'	N89°45'49"W	L111	120.00'	N09°21'49"E	L160	83.35'	N16°30'57"W
L14	123.76'	N00°14'35"E	L63	123.19'	N89°45'49"W	L112	120.00'	N09°21'49"E	L161	60.00'	N19°15'17"W
L15	125.97'	N00°14'35"E	L64	120.00'	N89°45'49"W	L113	120.00'	N09°21'49"E	L162	120.00'	N89°46'40"W
L16	125.00'	N00°14'35"E	L65	120.00'	N89°45'49"W	L114	118.21'	N03°50'15"E	L163	123.22'	N82°25'16"E
L17	125.18'	N00°14'35"E	L66	120.00'	N89°45'49"W	L115	120.00'	N03°28'36"W	L164	120.00'	N70°44'43"E
L18	128.03'	N00°14'35"E	L67	120.00'	N89°45'49"W	L116	120.00'	N03°28'36"W	L165	120.00'	N70°44'43"E
L19	130.89'	N00°14'35"E	L68	120.00'	N89°45'49"W	L117	120.00'	N03°28'36"W	L166	120.00'	N70°44'43"E
L20	133.75'	N00°14'35"E	L69	120.00'	N89°45'49"W	L118	68.80'	N00°13'20"E	L167	60.00'	N19°15'17"W
L21	132.58'	N00°14'35"E	L70	120.00'	N89°45'49"W	L119	118.66'	N19°15'17"W	L168	55.27'	N08°06'58"W
L22	129.72'	N00°14'35"E	L71	125.00'	N89°45'49"W	L120	120.02'	N13°28'36"W	L169	14.56'	N19°15'17"W
L23	126.86'	N00°14'35"E	L72	115.94'	N89°45'49"W	L121	120.00'	N03°25'46"W	L170	22.59'	N00°13'15"E
L24	125.00'	N00°14'35"E	L73	116.21'	N86°20'23"E	L122	120.00'	N06°48'35"E	L171	12.78'	N19°15'17"W
L25	125.00'	N00°14'35"E	L74	20.00'	N46°21'38"E	L123	79.42'	N88°18'35"W	L172	29.42'	N00°13'20"E
L26	125.00'	N00°14'35"E	L75	120.00'	N09°21'49"E	L124	74.13'	N81°48'19"E	L173	42.42'	N45°13'54"E
L27	125.00'	N00°14'35"E	L76	120.00'	N09°21'49"E	L125	71.25'	N76°31'24"E	L174	105.18'	N00°13'15"E
L28	125.00'	N00°14'35"E	L77	120.00'	N09°21'49"E	L126	120.00'	N09°21'49"E	L175	30.07'	N00°13'15"E
L29	125.00'	N00°13'15"E	L78	120.00'	N09°21'49"E	L127	120.00'	N09°21'49"E	L176	107.21'	N00°13'15"E
L30	117.94'	N00°13'15"E	L79	120.00'	N09°21'49"E	L128	120.00'	N09°21'49"E	L177	20.02'	N85°56'07"W
L31	120.00'	N00°14'35"E	L80	120.00'	N09°21'49"E	L129	120.00'	N09°21'49"E	L178	204.06'	N03°01'47"E
L32	119.95'	N00°00'57"W	L81	120.00'	N09°21'49"E	L130	120.00'	N09°21'49"E	L179	82.71'	N00°13'15"E
L33	119.98'	N02°05'56"W	L82	146.91'	N09°21'49"E	L131	53.34'	N76°31'24"E	L180	25.00'	N00°14'35"E
L34	120.00'	N02°05'56"W	L83	120.00'	N09°21'49"E	L132	13.44'	N80°38'11"W	L181	95.00'	N05°00'00"E
L35	120.00'	N02°05'56"W	L84	135.67'	N09°21'49"E	L133	60.00'	N87°53'09"E	L182	179.00'	N00°14'11"E
L36	147.28'	N02°05'56"W	L85	124.00'	N00°06'58"W	L134	60.00'	N87°53'09"E	L183	94.11'	N85°00'00"E
L37	134.80'	N02°34'48"E	L86	119.67'	N80°38'11"W	L135	60.05'	N89°45'25"W	L184	117.99'	N09°21'49"E
L38	127.66'	N02°34'48"E	L87	112.55'	N80°38'11"W	L136	60.00'	N89°45'25"W	L185	33.61'	N80°38'11"W
L39	120.53'	N02°34'48"E	L88	125.54'	N89°45'49"W	L137	57.61'	N87°54'04"E	L186	25.03'	N80°38'11"W
L40	120.53'	N02°34'48"E	L89	10.00'	N89°46'45"W	L138	56.05'	N89°45'25"W	L187	30.12'	N00°14'11"E
L41	119.55'	N00°14'35"E	L90	128.80'	N89°45'49"W	L139	28.86'	N87°54'04"E	L188	56.57'	N00°14'11"E
L42	119.55'	N00°14'11"E	L91	128.80'	N89°45'49"W	L140	4.63'	N87°25'12"W	L189	37.33'	N85°00'00"E
L43	64.88'	N00°14'11"E	L92	120.08'	N89°45'49"W	L141	32.82'	N87°25'12"W	L190	59.07'	N89°45'25"W
L44	54.67'	N00°14'11"E	L93	164.16'	N52°13'55"W	L142	17.95'	N89°45'25"W	L191	44.94'	N89°45'25"W
L45	27.01'	N05°00'00"E	L94	128.24'	N03°28'24"W	L143	38.81'	N87°54'04"E	L192	67.73'	N87°25'12"W
L46	35.02'	N05°00'00"E	L95	136.75'	N09°21'49"E	L144	37.99'	N87°54'04"E	L193	20.86'	N89°45'25"W
L47	61.13'	N85°00'00"E	L96	136.75'	N09°21'49"E	L145	9.60'	N87°25'12"W	L194	192.00'	N00°06'58"W
L48	18.14'	N89°45'25"W	L97	136.75'	N09°21'49"E	L146	103.06'	N00°06'58"W	L195	93.57'	N00°13'20"E
L49	15.13'	N00°14'11"E	L98	136.75'	N09°21'49"E	L147	20.12'	N44°56'13"W	L196	29.08'	N65°13'17"E

UTILITY PROVIDERS

WATER, SEWER, AND SANITATION SERVICES BY THE CITY OF GOODYEAR.
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GAS SERVICE BY SOUTHWEST GAS CORPORATION.
TELEPHONE SERVICE BY CENTURYLINK
IRRIGATION SERVICE BY ROOSEVELT IRRIGATION DISTRICT

CURVE TABLE				CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C1	27.45	300.00	5°14'35"	C37	4.66'	325.00'	000°49'15"
C2	12.24	300.00	2°20'13"	C38	25.08'	325.00'	004°25'20"
C3	24.50	300.00	4°40'44"	C39	22.86'	275.00'	004°45'49"
C4	12.26	300.00	2°20'31"	C40	27.02'	325.00'	004°45'49"
C5	24.94	300.00	4°45'49"	C41	52.30'	55.00'	054°28'58"
C6	67.98	200.00	19°28'32"	C42	2.33'	55.00'	002°25'20"
C7	119.59	300.00	22°50'25"	C43	23.61'	55.00'	024°35'56"
C8	67.99	200.00	19°28'37"	C44	36.52'	55.00'	038°02'54"
C9	35.84	225.00	9°07'38"	C45	31.86'	200.00'	009°07'38"
C10	67.23	300.00	12°50'25"	C46	39.83'	250.00'	009°07'38"
C11	33.95	200.00	9°43'40"	C47	15.04'	55.00'	015°40'15"
C12	34.03	200.00	9°44'52"	C48	47.93'	55.00'	049°56'01"
C13	14.70	30.00	28°04'21"	C49	46.80'	55.00'	048°45'30"
C14	130.69	55.00	136°08'42"	C50	39.27'	55.00'	040°54'34"
C15	14.70	30.00	28°04'21"	C51	109.63'	275.00'	022°50'25"
C16	216.40	50.00	247°58'32"	C52	14.44'	325.00'	002°33'14"
C17	35.59	30.00	67°58'32"	C53	58.08'	325.00'	010°14'22"
C18	14.70	30.00	28°04'21"	C54	53.17'	325.00'	009°22'26"
C19	149.05	55.00	155°16'20"	C55	35.87'	275.00'	007°28'27"
C20	14.70	30.00	28°04'21"	C56	25.75'	275.00'	005°21'58"
C21	14.70	30.00	28°04'21"	C57	41.93'	325.00'	007°23'28"
C22	131.53	55.00	137°01'03"	C58	4.50'	55.00'	004°41'09"
C23	14.70	30.00	28°04'21"	C59	54.50'	55.00'	056°46'39"
C24	49.74	165.00	17°16'15"	C60	35.46'	55.00'	036°56'37"
C25	14.70	30.00	28°04'21"	C61	42.27'	55.00'	044°02'21"
C26	136.74	55.00	142°26'46"	C62	30.63'	225.00'	007°48'04"
C27	14.70	30.00	28°04'21"	C63	45.85'	225.00'	011°40'33"
C28	11.22	275.00	2°20'13"	C64	59.49'	175.00'	019°28'37"
C29	26.54	325.00	4°40'44"	C65	59.48'	175.00'	019°28'32"
C30	22.46	275.00	4°40'44"	C66	35.37'	50.00'	040°32'09"
C31	13.28	325.00	2°20'31"	C67	181.03'	50.00'	207°26'24"
C32	14.36'	55.00'	01°57'31"	C68	6.58'	275.00'	001°22'18"
C33	51.13'	55.00'	05°3'16"05"	C69	4.66'	275.00'	000°58'14"
C34	41.86'	55.00'	04°3'36"10				

AGENDA ITEM #: _____

DATE: August 19, 2019

CAR #: 2019-6744



CITY COUNCIL ACTION REPORT

SUBJECT: Preliminary Plat Approval for Bennett Meadows

CASE NUMBER: 19-500-00008

STAFF PRESENTER(S): Karen Craver, AICP, Planner III

OTHER PRESENTER(S): Jack Gilmore, Gilmore Planning & Landscape Architecture

Summary: Preliminary plat for Bennett Meadows subdividing approximately 28 acres at the northwest corner of Sarival Avenue and Harrison Street into 90 single family lots and eight (8) tracts.

Recommendation:

Approve the request for a preliminary plat for Bennett Meadows, subject to the following stipulations:

1. The Owner is responsible for constructing full half street improvements, except for median and median landscaping improvements, for S. Sarival Avenue and W. Harrison Street along the frontage of the subdivided property as required in the Engineering Design Standards and Policies Manual. Such road improvements shall include, but are not limited to, bus bays, curbs, gutters, sidewalks, paving, landscaping, street signage, and lighting. Owner shall make an in-lieu payment for one-half the cost of a full median and full-median landscaping, for medians within the sections of S. Sarival Avenue and Harrison Avenue. The in-lieu payment shall be based on the estimated cost of the improvements as determined by the City Engineer or designee and the in-lieu payments for the medians shall be paid prior to the recordation of any final plat subdividing all or part of the property. A separate set of plans for all applicable improvements required along S. Sarival Avenue and W. Harrison Street shall be submitted prior to the approval of a final plat subdividing all or part of the Property;
2. The Owner is responsible for a proportionate share of the cost of full traffic signals at intersections adjacent to the Property as follows:
 - a. Owner shall remit an in-lieu payment for 25% cost of the full traffic signal at the intersection of W. Harrison Street & S. Sarival Avenue prior to recordation of the first final plat subdividing all or part of the Property. The payment shall be based on the actual cost of the traffic signal if it has been

constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as determined by the City Engineer or designee.

3. The Civil Construction Documents to be submitted with the Final Plat shall depict the construction of a required twelve inch (12") water line along the frontage of the property within the section of Sarival Avenue.
4. Prior to recordation of the final plat, Owner shall provide a permanent non-revocable drainage easement over, across and through the portion of the property to the south (the "Burdened Property") of the property being platted identified in the preliminary grading and drainage plans submitted with the preliminary plat which easement shall be for the benefit of the entire property being platted (the "Benefitted Property") and that allows run-off from the Benefitted Property generated by a storm event greater than a 100 year 6 hour storm event to flow through, across and under the Burdened Property. The easement shall be in a form approved by the City Attorney or his designee.
5. Prior to the issuance of the first certificate of occupancy for any building, including model homes, within the property being platted, Owner shall provide a gate with automatic pre-emption device, acceptable to the City of Goodyear Fire Chief or his designee, for the emergency access point off of Sarival Avenue.

Fiscal Impact: Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development.

Background and Previous Actions

On June 26, 2017, the City Council adopted Ordinance No. 17-1354 rezoning the approximately 28-acre Bennett Meadows site from Single Family Residential R1-10 to Single Family Residential R1-6. On January 22, 2018, the City Council approved the original preliminary plat for Bennett Meadows subdividing the 28 acres into 90 lots and eight (80) tracts, however, Bennett Meadows did not submit a final plat, or apply for an extension of the preliminary plat approval prior to its expiration on January 22, 2019. Therefore, the preliminary plat has been resubmitted for approval. Planning and Zoning Commission recommended approval of the preliminary plat on August 7, 2019.

Staff Analysis

Current Policy

Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with the property's zoning, public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. The required reports and studies submitted in connection with the application for the preliminary plat have been approved and demonstrate compliance with applicable subdivision regulations and design principals and the proposed preliminary plat demonstrates compliance with the property's zoning, public objectives, subdivision design principles and standards, and streets and thoroughfare planning, including open space requirements. An approved preliminary plat expires within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the property included in the preliminary plat or an extension has been obtained.

Details of the Request

The applicant is requesting preliminary plat approval to subdivide approximately 28 acres located at the northwest corner of Sarival Avenue and Harrison Street into 90 single family lots. The subject property was previously rezoned from the R1-10 zoning district to the R1-6 zoning district. The R1-6 zoning district is intended to provide for high-quality housing on smaller lots with a minimum lot width of 60 feet and a minimum net site area of 6,000 square feet. The applicant proposes 60-foot wide lots, with the addition of 70-foot wide lots along the north and south property lines in order to provide consistency with the adjacent R1-7 zoning districts to the north and south. Although a homebuilder has not yet been announced, the development will adhere to the City of Goodyear Design Guidelines.

Surrounding Properties

- North: R1-7: Legacy Ranch; single family residential with adjacent lots 70' in width.
- West: PAD: Canyon Trails #3; single family residential with adjacent lots 60' in width.
- South: R1-7: Curtis Commons, single family residential with adjacent lots 70' in width.
- East: PAD: Wildflower Unit 4, single family residential with adjacent lots east of Sarival Avenue 60' in width.

Phoenix-Goodyear Airport

The subject property is located within the Phoenix-Goodyear Airport Traffic Pattern Airspace, but is located approximately two miles from the 65 LDN noise contour line and should not be impacted by airport noise.

Luke Air Force Base

The subject property is located within the vicinity of a military airport, but is approximately 2.5 miles from the 65 LDN high noise contour.

Impact on City Services

Fire Department:

The subject property is served by Fire Station 184/181 located near Sarival Avenue and Yuma Road, approximately one mile south of Bennett Meadows. Emergency response times to Bennett Meadows are shown below.

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#184/181	2.84	0.92	3.33	1.16	Station #185	9.8	4.4	10.29	4.64

Police Department:

The subject property is located within an existing police patrol beat and the current level of service within the beat can accommodate future development.

Streets/Access:

The streets within Bennett Meadows will be public. Access to the development will be located at the intersection of 163rd Lane and Harrison Street, and will be facilitated by a southbound deceleration lane to be constructed on Sarival Avenue onto Harrison Street. An emergency access easement will be provided at the northeast corner of the development via Sarival Avenue over Tract A.

Water & Wastewater:

The subject property is located within the city of Goodyear water and wastewater service areas. Infrastructure and capacity are available.

Solid Waste/Recycling:

Solid waste and recycling services for future development will be provided by the city of Goodyear.

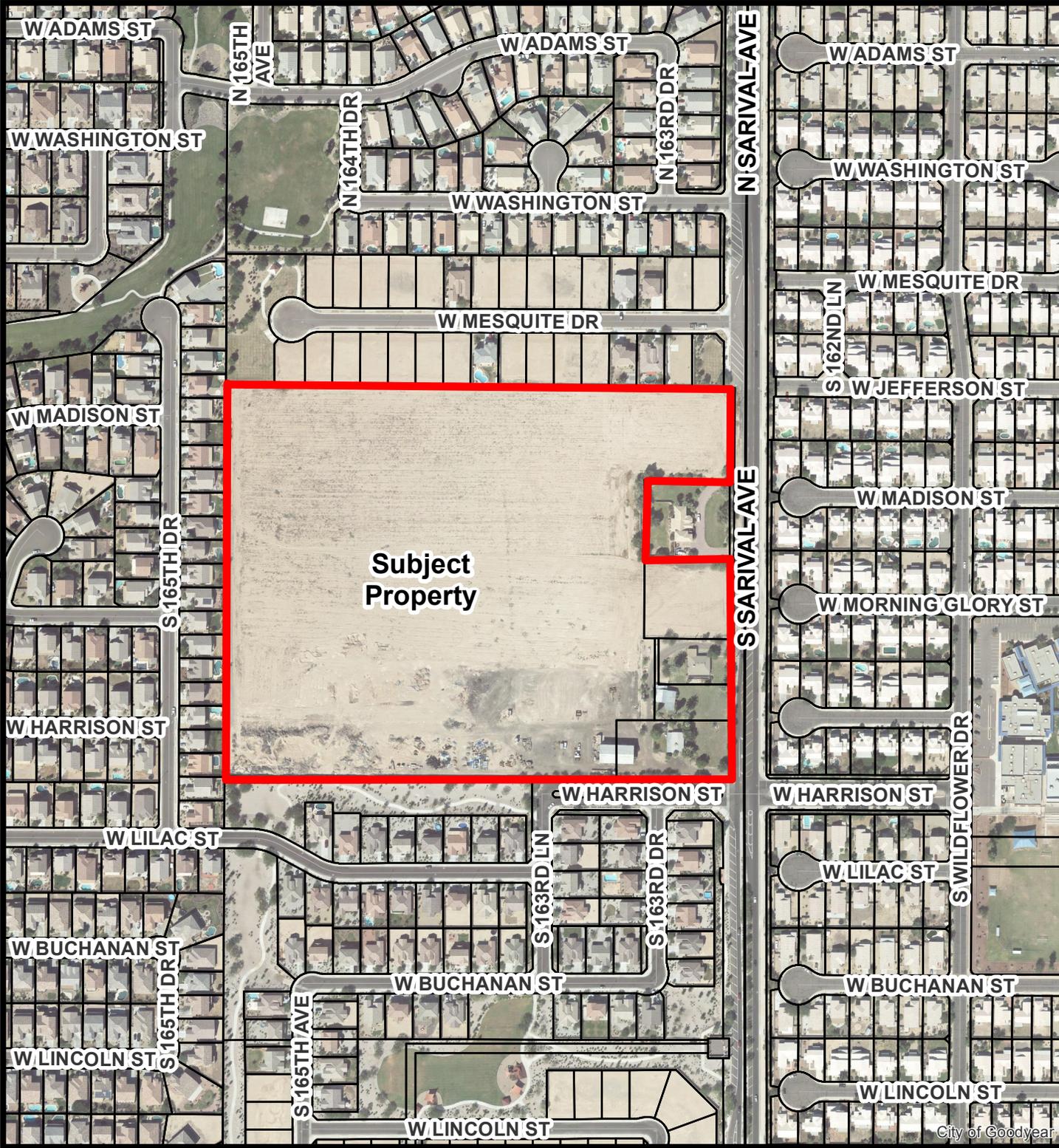
Planning and Zoning Commission Meeting

At the regular Planning and Zoning Commission meeting on August 7, 2019, staff made a presentation to the Commission regarding the preliminary plat request. With no member of the public appearing at the meeting to speak regarding the request, the Commission put the request to a vote. Based upon the staff findings presented in the Commission staff report, and repeated in this Council Action Report, the Commission recommended approval of the preliminary plat by a vote of 7 to 0, subject to the stipulations in the staff report. The stipulations are also repeated in this CAR.

Attachments

1. Aerial Photo
2. Preliminary Plat

**Aerial Photo Exhibit
Bennett Meadows Preliminary Plat
Case No. 19-500-00008**



Drawn By: Karen Craver
City of Goodyear Development Services Department
Date: July 15, 2019



AGENDA ITEM #: 6.
DATE: 05/10/2021
AI #:244



CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF PASEO PLACE - PHASE 1

STAFF PRESENTER(S): Katie Wilken, Planning Manager

OTHER PRESENTER(S):

Chris Patton, Rick Engineering

SUMMARY:

A Final Plat subdividing approximately 39 acres into 149 lots and 15 tracts generally located at the intersection of Yuma Road and 183rd Avenue.

Recommendation:

Approve the Final Plat of Paseo Place – Phase 1 subdividing approximately 39 acres into 149 lots and 15 tracts (the “Property”), subject to stipulations. (Katie Wilken, Planning Manager)

STIPULATIONS:

1. Prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy and/or Certificate of Occupancy for any structure located within the boundaries of the Final Plat for Paseo Place Phase 1, all existing utility lines, excluding power lines 69 kV or larger, located within or adjacent to the Property are to be placed underground and all new utility lines, excluding power lines 69 kV or larger, that are required to be installed within or adjacent to the Property as a condition of development shall be completed;
2. The Final Plat of Paseo Place Phase 2 being approved by separate action shall be recorded concurrently with this final plat (the “Final Plat of Paseo Place Phase 1”). No construction or building permits shall be issued for work within the Property until the Final Plat of Paseo Place Phase 2 has been recorded;
3. Except as otherwise provided herein, no Certificate of Completion, Temporary Certificate of Occupancy and/or Certificate of Occupancy for any structure within the Property shall be issued until all of the following infrastructure improvements has been completed, at no cost to the City, and accepted by the City Engineer subject to completion of the two-year warranty period:
 - a. W. Yuma Road – half-street improvements required for a scenic arterial, except for the half median and half median landscaping, for the section of W. Yuma Road along or adjacent to the frontage of the Property, which improvements shall include, but are not limited to: pavement, sidewalk, curb and gutter, landscaping, landscape irrigation, street lights, traffic signals, signing and striping;
 - b. S. 183rd Avenue – half-street improvements required for a minor collector, except for the half median and half median landscaping, for the section of S. 183rd Avenue along or adjacent to the frontage of the Property, which improvements shall include, but are not limited to: pavement, sidewalk, curb and gutter, landscaping, landscape irrigation, street lights, traffic signals, signing and striping;

4. Prior to recordation of the Final Plat for Paseo Place Phase 1, an in-lieu payment for 50% of the cost of a full median and full median landscaping for the section of W. Yuma Road along or adjacent to the frontage of the Property. The in-lieu payment shall be 50% of the actual cost of the full median and full median landscaping if the median and landscaping have been constructed and installed or if the payment is required before the full median and median landscaping has been constructed and installed, the payment shall be based on the estimated cost of the full median and median landscaping as determined by the City Engineer or his designee;
5. Prior to recordation of the Final Plat for Paseo Place Phase 1, an in-lieu payment of \$140,000 shall be made to the city, which represents 25% of the current cost of a traffic signal required at W. Yuma Road and S. 183rd Avenue;
6. Property Owner shall post signage within all subdivision sales offices identifying the location of the Luke Air Force Base Accident Potential Zones (APZs), 65 Ldn and higher noise contours, and departure corridors, as well as the Phoenix-Goodyear Airport Traffic Pattern Area and noise contours per the Goodyear General Plan 2003-2013 (Policy B-3e of Section 9.2). This display shall include a twenty-four by thirty-six inch (24"x36") map at the main entrance of such sales facility and shall include the approximate locations of the homes or apartments being sold or leased clearly depicted. The required contents of the map shall be provided by the City of Goodyear;
7. Property Owner shall provide a waiver agreement for each initial homebuyer to sign, and shall include the following statement in the waiver agreement as well as a similar statement in the Public Sales Report and on the final plat: "Paseo Place is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflights and by the operation of aircraft landing at or taking off from the Phoenix-Goodyear Airport and Luke Air Force Base. The Owner does release and discharge the City of Goodyear from any liability for any and all claims for future damages and complaints of any kind to persons or property that may arise at any time in the future from the operation of such aircraft near and over the area;"
8. In accordance with the requirements set forth in the Second Amended & Restated Development Agreement for Paseo Place Parcel 2 adopted by Resolution No. 16-1757 and recorded in the official records of Maricopa County Recorder at instrument no. 2016 061447, prior to recordation of the Final Plat for Paseo Place Phase 1, owner shall remit a cost recovery payment for all regional water delivery lines identified in the Resolution of Intention No. 06-1064 as amended by Resolution No. 14-1621 and Resolution No. 16-1747 identified as benefitting the Property that have been constructed by others and/or that are not being 100% constructed by owner. Unless owner provides documentation that owner has made some or all of the cost recovery payments owed hereunder, the cost recovery payment required hereunder is \$293,189;
9. In accordance with the requirements set forth in the Second Amended & Restated Development Agreement for Paseo Place Parcel 2 adopted by Resolution No. 16-1757 and recorded in the official records of Maricopa County Recorder at instrument no. 2016 061447, prior to recordation of the Final Plat for Paseo Place Phase 1, owner shall remit a cost recovery payment for all regional wastewater trunk lines identified in the Resolution of Intention No. 06-1065 as amended by Resolution No. 14-1622 and Resolution No. 16-1748 identified as benefitting the Property that have been constructed by others and/or that are not being 100% constructed by owner. Unless owner provides documentation that owner has made some or all of the cost recovery payments owed hereunder, the cost recovery payment required hereunder is \$272,188;
10. Prior to recordation of the final plat, Owner shall submit documentation establishing the formation of a legally cognizable homeowner's association that will accept the dedications, conveyances, and on-going maintenance obligations reflected in the Final Plat for Paseo Place Phase 1; and Owner shall update the final plat to reflect the newly formed entity as required by the City Attorney or his designee. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the persons executing this final plat on behalf of the newly formed homeowner's association are authorized to do so;

11. Prior to recordation of the final plat, Owner shall submit an updated title report for the property and shall modify this plat to reflect the current ownership and current lender, including on the final plat a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the Property being platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the persons executing this final plat are authorized to do so; and,
12. Any technical corrections to the final plat required by the City Engineer or his designee shall be made prior to the recordation of the final plat.

FISCAL IMPACT:

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development.

BACKGROUND AND PREVIOUS ACTIONS:

The preliminary plat of Paseo Place was approved by the City Council on August 24, 2020. This final plat represents the first phase of Paseo Place. Paseo Place is formerly known as Paseo Place Parcel 2 and Paseo Ridge Parcel 1, and also known as Cost Recovery Parcel 8.

STAFF ANALYSIS

As set forth in the attached preliminary plat Council Action Report, the proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the technical requirements of the city's subdivision regulations and engineering standards, and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

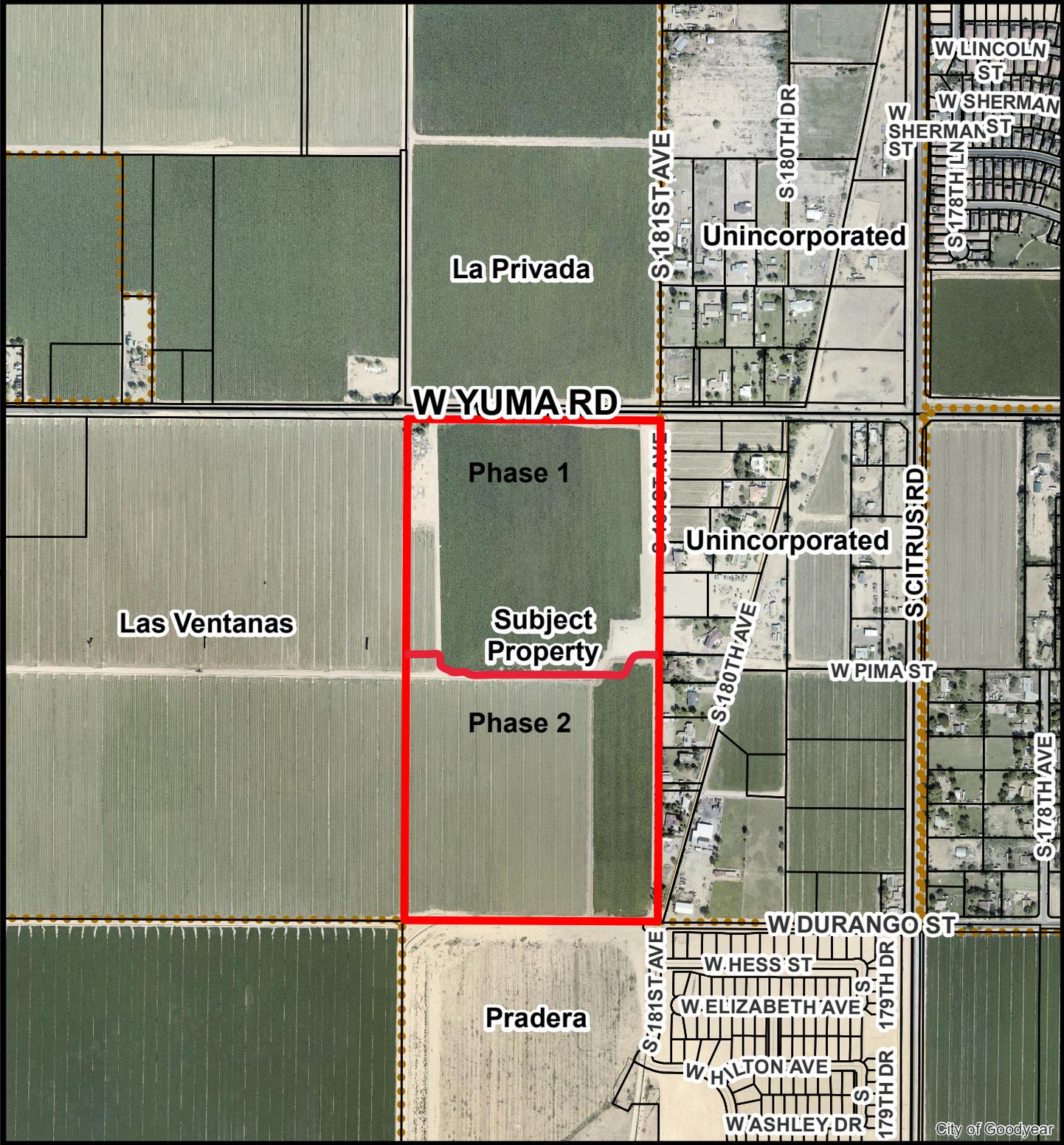
Attachments

Aerial Photo

Preliminary Plat Council Action Report

Paseo Place Phase 1 - Final Plat

Aerial Photo Exhibit Paseo Place Final Plats



Drawn By: Guadalupe Ortiz Cortez
 City of Goodyear Development Services Department
 Date: March 23, 2021



AGENDA ITEM #: _____
DATE: August 24, 2020
CAR #: 2020-7015



CITY COUNCIL ACTION REPORT

SUBJECT: Preliminary Plat for Paseo Place

CASE NUMBER: 20-500-00003

STAFF PRESENTER: Alex Lestinsky, Senior Planner

APPLICANT: Dawn Fortuna, Paradigm Design

Summary: Preliminary Plat for Paseo Place (formerly Paseo Place Parcel 2), subdividing approximately 80 acres of property into 295 lots and 22 tracts.

Recommendation:

Approve the preliminary plat for Paseo Place attached hereto, subject to the following stipulations:

1. Phasing of the Development of the property within the Preliminary Plat for Paseo Place is not approved by the approval of this preliminary. If Owner/Developer wishes to phase the development of the Property a written phasing plan consistent with the requirements for a phasing plan as defined in the Second Amended & Restated Development Agreement for Paseo Place Parcel 2 recorded August 26, 2016 as 2016-0614477 of the Official Records of Maricopa County, Arizona and the obligations therein. The written phasing plan shall be submitted to the City Engineer or his designee for review who will review the proposed phasing plan and who may deny, approve or modify the phasing plan in his/her sole discretion.
2. Property Owner shall, at no cost to the City, construct or make in-lieu payments for all infrastructure improvements, whether within the boundaries of the Property or outside the boundaries of the Property, that are: (i) required for the City to provide water and wastewater services to the Property; (ii) required to be constructed under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required to be constructed pursuant to any development agreement with the City regarding the development of the Property; and /or (iv) required to be constructed pursuant to the stipulations herein ("Owner's Infrastructure Obligations");
3. Property Owner shall dedicate, at no cost to the City, all rights-of-way and/or easements, whether within the boundaries of the Property or outside the boundaries of the Property that are: (i) needed for the construction of infrastructure improvements

required for the City to provide water and wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; and/or (iv) required for the construction of infrastructure improvements required to be constructed pursuant to the stipulations herein. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by the terms of a development agreement with the City regarding the development of the Property, all dedications shall be made prior to or concurrent with recordation of a final plat that includes the area in which the dedicated property is located as required by the City Engineer or his designee. The rights-of-way to be dedicated include, but are not limited to the following:

- a. South half of Yuma Road right-of-way, 75 feet from centerline;
 - b. North half of Durango Street right-of-way, 30 feet from centerline;
 - c. East half of 183rd Avenue right-of-way, 30 feet from centerline for the sections of 183rd Avenue to be constructed;
4. Except as otherwise provided herein, Property Owner shall, at no cost to the City, construct Half-Street Improvements along and adjacent to the boundaries of the Property for the following roadways. Half-Street Improvements are the improvements required in the Engineering Design Standards and Policies Manual for the applicable street designation (i.e. scenic, major arterial, arterial, major collector, collector etc.) and include, but are not limited to curb, gutter, sidewalk, paving, half street width of medians if required, half of median landscaping, landscaping, landscape irrigation, street lights, signing and striping.
- a. Half-Street Improvements to the section of Yuma Road along and adjacent to the frontage of the Property. The construction of the Half-Street Improvements to Yuma Road, shall include the removal and replacement of the existing concrete roadway located beneath the A/C pavement in Yuma Road.
 - b. Half-Street Improvements to the section of Durango Street along and adjacent to the frontage of the Property.
 - c. Half-Street Improvements to the section of 183rd Avenue adjacent to the frontage of the Property between Durango Street through the southern entry into the Property (W. Hualapai Street alignment).
 - d. Half-Street Improvements to the section of 183rd Avenue adjacent to the frontage of the Property between Yuma Road through the northern entry into the Property (W. Yavapai Street alignment).

Notwithstanding the foregoing, at the request of the City Engineer or designee, rather than constructing the median and installing the median landscaping, Property Owner

shall remit to the City an in-lieu payment for one-half the cost of a full median and full-median landscaping, for any required median. The in-lieu payment for the median shall be based on the estimated cost of the improvements as determined by the City Engineer or designee and the in-lieu payments for the medians and median landscaping shall be paid prior to the recordation of the first final plat subdividing all or part of the property adjacent to the roadway where a median is to be installed

5. Property Owner is responsible for constructing or making in-lieu payments for the costs of designing and constructing various traffic signals located at intersections adjacent to the Property, including the traffic signals set forth below. Property Owner shall dedicate to the City, lien free and at no cost to the City, the right-of-way within the Property needed for the eventual construction of all required traffic signals prior to the recordation of the final plat that includes any portion of the Property adjacent to the intersection where a traffic signal is to be constructed or earlier if requested in writing by the City Engineer or his designee.
 - a. If a traffic signal at the intersection of Yuma Road and 183rd Avenue is not constructed but warranted when development of the Property commences, Property Owner shall, unless requested by the City Engineer or his designee to make an in-lieu payment to the City towards the cost of the of the signal, construct the full traffic signal at the intersection (i.e. all four legs of the signal). If a traffic signal at the intersection of Yuma Road and 183rd Avenue is either not warranted or has been or is being constructed when development of the Property commences, Property Owner shall make an in-lieu payment to the City towards the cost of the signal. The in-lieu payment shall be in the amount of 25% of the cost of the full traffic signal at the intersection (i.e. all four legs of the signal), which shall be based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his designee.
 - b. If a traffic signal at the intersection of Durango Street and 183rd Avenue is not constructed but warranted when development of the Property commences, Property Owner shall, unless requested by the City Engineer or his designee to make an in-lieu payment to the City towards the cost of the of the signal, construct the full traffic signal at the intersection (i.e. all four legs of the signal). If a traffic signal at the intersection of Durango Street and 183rd Avenue is either not warranted or has been or is being constructed when development of the Property commences, Property Owner shall make an in-lieu payment to the City towards the cost of the signal. The in-lieu payment shall be in the amount of 25% of the cost of the full traffic signal at the intersection (i.e. all four legs of the signal), which shall be based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his designee.
6. Property Owner shall, at no cost to the City, construct all water infrastructure improvements needed for the City to provide water service to the Property. Except as otherwise provided in any development agreement with the City regarding the

development of the Property, Property Owner shall, at no cost to the City, construct all Regional Water Delivery Lines identified in the Cost Recovery Resolution - Water Delivery Lines as benefitting the Property.

7. Property Owner shall, at no cost to the City, construct all wastewater infrastructure improvements needed for the City to provide wastewater service to the Property. Except as otherwise provided in any development agreement with the City regarding the development of the Property, Property Owner shall, at no cost to the City, construct all Regional Wastewater Trunk Lines identified in the Cost Recovery Resolution – Wastewater Trunk Lines as benefitting the Property.
8. Prior to recordation of the first Final Plat subdividing all or part of the Property or the approval of the first site plan for development with the Property, whichever is earlier, Property Owner shall remit; (i) \$198,487 to the City as set forth in the Second Amended & Restated Development Agreement for Paseo Place Parcel 2; (ii) except as otherwise provided in a development agreement with the City regarding the development of the Property, all reimbursement payments owed under the Cost Recovery Resolution – Water Delivery Lines for all fully completed Regional Water Delivery Lines that were not constructed solely by the owner of the Property; (iii) except as otherwise provided in a development agreement with the City regarding the development of the Property, all reimbursement payments owed under the Cost Recovery Resolution – Wastewater Trunk Lines for all fully completed Regional Wastewater Trunk Lines that were not constructed solely by the owner of the Property; (iv) all other payments owed for Regional Water Delivery Lines identified in the Cost Recovery Resolution – Water Delivery Lines as benefitting the Property that the owner of the Property has not constructed and will not construct in their entirety; and (v) all other payments owed for Regional Wastewater Trunk Lines identified in the Cost Recovery Resolution – Wastewater Trunk Lines as benefitting the Property that the owner of the Property has not constructed and will not construct in their entirety.
9. Any modifications to irrigation facilities shall be coordinated with the appropriate Irrigation District/private owner;
10. At the time of development, all new or existing utilities shall be placed underground except power lines 69 kV or larger;
11. The Public Sales Report and final plat shall include a statement that Paseo Place is in the vicinity of a 230kV overhead electric line planned along the west side of Perryville Road;
12. Property Owner shall provide a waiver agreement for each initial homebuyer to sign, and shall include the following statement in the waiver agreement as well as a similar statement in the Public Sales Report and on the final plat: "Paseo Place is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflights and by the operation of aircraft landing at or taking off from the Phoenix-Goodyear Airport and Luke Air Force Base. The Owner does release and discharge the City of Goodyear from any liability for any and all claims for future damages and complaints of any kind to persons or property that may arise at any time in the future from the operation of such aircraft near and over the area."

13. Property Owner shall note on the final plat and disclose in the Public Sales Report the proximity of the proposed Loop 303, which may subject the property to noise;
14. The Public Sales Report and final plat shall include a statement that Paseo Place is subject to attendant noise, vibrations, dust and all other effects that may be caused by overflights and by the operation of aircraft landing at, or taking off from, Luke Air Force Base and/or the Phoenix-Goodyear Airport;
15. Property Owner shall post signage within all subdivision sales offices identifying the location of the Luke Air Force Base Accident Potential Zones (APZs), 65 Ldn and higher noise contours, and departure corridors, as well as the Phoenix-Goodyear Airport Traffic Pattern Area and noise contours per the Goodyear General Plan 2003-2013 (Policy B-3e of Section 9.2). This display shall include a twenty-four by thirty-six inch (24"x36") map at the main entrance of such sales facility and shall include the approximate locations of the homes or apartments being sold or leased clearly depicted. The required contents of the map shall be provided by the City of Goodyear;
16. The following information shall be disclosed in the public sales report and final plat and shall be provided in a separate acknowledgment, which shall run with the land, for each initial homebuyer to sign: "Paseo Place is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses";
17. Property Owner shall establish a Homeowner's Association (HOA) for Paseo Place, with said HOA owning and maintaining all open space areas, trails, and other community amenities;
18. The Property Owner shall apply to the Department of Water Resources (DWR) for the extinguishment of the Type 1 Rights appurtenant to Paseo Place and request that any assured water supply credits issued by DWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of any final plat for the property;
19. If a phasing plan is approved for the Property, open space improvements and associated amenities located within a phase of development shall be substantially completed prior to issuance of the first Certificate of Occupancy for any single-family dwelling unit within that phase, otherwise they shall be substantially completed prior to issuance of the first Certificate of Occupancy for any single-family dwelling unit within the Property other than model homes;
20. The Property Owner shall establish a Homeowners Association (HOA) for Paseo Place, with said HOA owning and maintaining all open space areas, trails, and other community amenities and maintaining all arterial and collector road rights-of-way landscaping except for arterial median landscaping. A note shall be placed on each final plat indicating HOA ownership and maintenance responsibilities of these tracts;
21. A note shall be included on the final plat that requires each homebuyer to sign an acknowledgment statement accepting maintenance responsibility for the landscaping between the sidewalk and curb in front of their home, and the side yard for homes on corner lots. The CC&Rs for Paseo Place shall state that the HOA will enforce maintenance if there is non-compliance with this requirement;

22. The Decorative Street Light poles shall be reviewed and approved by the city during the review of the construction drawings and the final plat shall include a note that all of the Decorative Street Light poles are to be owned and maintained by the the HOA.

Fiscal Impact: Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development.

Background and Previous Actions

The General Plan Land Use Plan designates the subject property as ‘Neighborhoods’. The ‘Neighborhoods’ land use category provides areas for the growth and development of neighborhoods having a wide range of densities and housing types.

On June 11, 2006, the City Council adopted Ordinance No. 06-1009 which annexed the property and Ordinance 06-1007 which zoned the property to Single Family (R1-6) subject to the standards contained in the Paseo Ridge Phase 1 Rezone Development Plan dated May 9, 2006.

The parcel Paseo Ridge parcels were renamed using the Paseo Place moniker and the parcel being rezoned was identified as Paseo Place. Paseo Place Parcel 1 is being proposed as part of the La Privada development, therefore Paseo Place Parcel 2 will now move forward under the name Paseo Place.

The property is currently undergoing a request to rezone from R1-6 to R1-4. On April 27, 2015, the City Council approved the preliminary plat for Paseo Place, proposing a subdivision of the property into 214 lots. This new preliminary plat is proposed in compliance with the proposed rezoning that is taking place concurrently. If the rezoning of the property is not approved, this preliminary plat will be non-compliant with the 2006 zoning.

The Planning and Zoning Commission recommended approval (6-0) of the request at the August 12, 2020 meeting.

Staff Analysis

Current Policy:

Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. The preliminary plat presented herein, subject to the satisfaction of the conditions of

approval and as discussed below, satisfies the foregoing requirements. An approved preliminary plat shall expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the property included in the preliminary plat or an extension has been obtained.

Details of the Request:

The request is to subdivide approximately 80 acres into 295 lots and 22 tracts. The subdivision will be accessed from 183rd Avenue which is to be developed with this property.

Surrounding development includes:

- North – The proposed La Privada residential development with a proposed density of 3.10 du/ac.
- East – Undeveloped Maricopa County single-family residential lots, one to five acres in size, zoned Rural Residential (R-43)
- South – The approved Pradera residential development with a density of 3.10 du/ac
- West – The approved Las Ventanas residential development with a density of 3.01 du/ac

The typical lots within the subdivision will be 45 & 50-feet wide and 120-feet deep. As identified in the R1-4 zoning district, minimum setbacks are 20-feet to a front facing garage (10-feet to patios, livable space, and side entry garages), 5-feet for the sides, and 20-feet for the rear. Lot coverage is 60%. The maximum building height is 30 feet. A specific housing product or homebuilder has yet to be determined.

The Zoning Ordinance requires a 5-acre park located within a ¼ mile walking distance of all dwelling units for developments that are 40 acres in size or larger. Given the 80 acres of this development, the Ordinance would require two 5-acre parks. Paseo Place is proposing a 2.21-acre park and a 3.76-acre park at the entrances of the community. Although this does not meet the minimum, given the shape of the parcel and the presence of a 9.93-acre emergency conveyance channel necessary to the development that will also be utilized as an active trail, staff finds that the proposal is justified.

The Ordinance approving the R1-4 zoning in Paseo Place included stipulations regarding the amenities that would be provided to support the R1-4 zoning. The preliminary plat provides for these elements as follows:

Amenity Elements:

1. Additional Internal Park Amenities – The landscape plan includes a full-size basketball court and pickleball court
2. Additional Internal Park Amenities – The sports courts will be lighted, which goes beyond the requirements of the Parks Master Plan.

Connectivity Elements:

1. Trail System Connections – Paseo Place includes a connection of the Maricopa Trail and an enhanced trail within the emergency conveyance channel along the east boundary. Additionally, a publicly accessible trail is provided along the west boundary adjacent to Las Ventanas.

2. Lot Diversity, i.e., at least 30% of the lots within the area zoned R1-4 are at least 50 feet wide.
3. No Subdivision Perimeter Wall – Paseo Place does not have a perimeter wall restricting connectivity from the trail systems to internal amenities or homes.
4. Infill Development – This site is located within a growth area as defined by the General Plan.

Streetscape Elements:

1. Detached Sidewalks – The local street details have been designed to include detached sidewalks meeting the Zoning Ordinance requirements.
2. Paving Material, Entrances – At the two main entrances, alternative paving will be provided to enhance the entry.
3. Decorative streetlights – Decorative streetlights will be provided and shall be maintained by the HOA. The review of the streetlights will be conducted during the construction drawing review per stipulation #14.
4. West Goodyear theming – Shaded bench areas, in keeping with the theming of West Goodyear as currently provided in Las Brisas, are provided in the landscape for consistency throughout West Goodyear.

School Districts:

The subject property is located within the Liberty Elementary School District and the Buckeye Union High School District.

Luke Air Force Base and Phoenix Goodyear Airport:

The subject property is located in the vicinity of Luke Air Force Base and the Phoenix Goodyear Airport Traffic Pattern Airspace. A stipulation has been included to require a general note on the final plat to inform the public and homeowners of base and airport operations and the potential for attendant noise and potential over-flights.

Fire Department:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#184/181	5.91	2.96	6.86	3.43	#185	14.86	7.43	15.81	7.91

Police Department:

This parcel is located within an existing patrol beat and the current level of service within the patrol beat can accommodate development of the property.

Solid Waste/Recycling:

Solid waste and recycling will be provided by the city of Goodyear.

Water/Wastewater:

Water and wastewater services will be provided by the city of Goodyear.

Streets/Transportation:

The parcel will be accessible by two points of entry off of 183rd Avenue. All streets within the subdivision will be public and constructed to city standards.

Attachments

1. Aerial Photo
2. Preliminary Plat

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "PASEO PLACE PHASE 1", THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS SHOWN ON SAID PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DECLARES ALL TRACTS SHOWN ON SAID PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS OF LOTS SHOWN ON SAID PLAT, AND, SUBJECT TO THE EASEMENTS AND COVENANTS HEREIN, DEDICATES AND CONVEYS TO THE VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, TRACTS A-K INCLUSIVE AND TRACTS R, T, U, AND V AS SHOWN ON SAID PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICT IONS.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR EXCLUSIVE PUBLIC UTILITY EASEMENTS ("P.U.E.") IN TRACTS AND IN LOTS, AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITIES IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; ENTERING, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR PERPETUAL NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, J, T, AND U INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "DRAINAGE EASEMENT AREAS") ARE FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS; THE CONSTRUCTION INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN GRADING AND DRAINAGE IMPROVEMENT PLANS APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "DRAINAGE FACILITIES"). OWNER OF TRACTS A, J, T, AND U, AT OWNER'S EXPENSE SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING OR CAUSING THE CONSTRUCTION OR INSTALLATION OF THE DRAINAGE FACILITIES; AND FOR MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE "MAINTENANCE WORK"). THE CITY OF GOODYEAR IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT, IF THE GOODYEAR CITY ENGINEER, THE GOODYEAR DIRECTOR OF PUBLIC WORKS AND/OR THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY OF GOODYEAR MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNER SHALL REIMBURSE THE CITY OF GOODYEAR FOR ALL COSTS THE CITY OF GOODYEAR INCURS IN PERFORMING ANY MAINTENANCE WORK AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY OF GOODYEAR HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THESE DRAINAGE EASEMENTS. THE DRAINAGE EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS A, J, T, AND U.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, PERPETUAL NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, J, T, AND U INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "DRAINAGE EASEMENT AREAS") FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS; THE CONSTRUCTION INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN GRADING AND DRAINAGE IMPROVEMENT PLANS APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "DRAINAGE FACILITIES"). THE VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR THE MAINTENANCE REPAIR AND REPLACEMENT OF ALL DRAINAGE FACILITIES INSTALLED WITHIN THE DRAINAGE EASEMENT AREAS.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AND VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, PERPETUAL NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENT AREAS") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS VEHICLE NON-ACCESS EASEMENT AREAS. THE VEHICLE NON-ACCESS EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

THE CITY OF GOODYEAR AGREES TO ALLOW THE CONSTRUCTION OF ENHANCED PAVEMENT OVER THE AREA DESIGNATED AS ENHANCED PAVEMENT AREA, WITHIN W. YAVAPAI STREET, WHICH IS CONVEYED TO THE CITY OF GOODYEAR HEREIN SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. THE ENHANCED PAVEMENT SHALL BE INSTALLED AT OWNER'S/DEVELOPER'S SOLE COST IN ACCORDANCE WITH CONSTRUCTION PLANS APPROVED BY THE GOODYEAR CITY ENGINEER. UPON COMPLETION OF THE ENHANCED PAVEMENT AND ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY ENGINEER FOLLOWING THE EXPIRATION OF A TWO-YEAR WARRANTY PERIOD, VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION ("HOA") AGREES, AT ITS SOLE COST TO MAINTAIN, REPAIR AND REPLACE THE ENHANCED PAVEMENT SO THAT THE ENHANCED PAVEMENT IMPROVEMENTS REMAIN IN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN ACCEPTED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. ALL PERMITS REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN THE CITY STREETS/RIGHTS-OF-WAY SHALL BE OBTAINED. HOA EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE ENHANCED PAVEMENT, INCLUDING THE FAILURE TO MAINTAIN THE ENHANCED PAVEMENT AS REQUIRED HEREIN, EXCEPT AS PROVIDED HEREIN. HOA SHALL REPAIR, REPLACE AND/OR MAINTAIN THE ENHANCED PAVEMENT IMPROVEMENTS WITHIN SIXTY (60) CALENDAR DAYS OF A REQUEST FROM THE CITY OF GOODYEAR TO UNDERTAKE REPAIRS, REPLACEMENT AND/OR MAINTENANCE OF THE ENHANCED PAVEMENT IMPROVEMENTS. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL HAVE THE ABILITY TO MAKE REPAIRS TO ITS ROADS, INCLUDING WITHIN THE ROAD WITHIN THE ENHANCED PAVEMENT AREA IN ANY FASHION IT DEEMS NECESSARY WITHOUT NOTICE TO THE HOA WHEN THE CITY OF GOODYEAR ENGINEER OR HIS/HER DESIGNEE DETERMINES THE CONDITIONS OF THE ENHANCED PAVEMENT IMPROVEMENTS PRESENT A SAFETY RISK TO THE TRAVELING PUBLIC AND REQUIRE REPAIRS SOONER THAN THE SIXTY (60) CALENDAR DAY TIME FRAME REFERRED TO HEREIN. IN SUCH CASES, THE REPAIRS OR REPLACEMENTS THE CITY MAKES WILL BE LIMITED TO REPAIRS TO PRESERVE THE INTEGRITY OF THE ROAD, NOT THE ENHANCED PAVEMENT IMPROVEMENTS, AND FOLLOWING SUCH IMPROVEMENTS, THE CITY SHALL NOTIFY THE HOA OF THE NEED FOR REPAIRS, REPLACEMENTS AND/OR MAINTENANCE SO THAT THE ENHANCED PAVEMENT IMPROVEMENTS REMAIN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN ACCEPTED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. IF THE HOA FAILS TO COMPLETE SUCH REPAIRS WITHIN THE SIXTY (60) CALENDAR DAYS OF A REQUEST FROM THE CITY ENGINEER OR HIS/HER DESIGNEE TO UNDERTAKE SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE; AND IF THE CITY UNDERTAKES SUCH WORK, THE HOA SHALL REIMBURSE THE CITY FOR THE COST THE CITY INCURRED IN UNDERTAKING SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE. THE CITY SHALL HAVE THE RIGHT TO BRING PROCEEDINGS AT LAW OR EQUITY TO ENFORCE THE HOA'S OBLIGATIONS HEREUNDER AND SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT FEES AND REASONABLE ATTORNEY'S FEES, INCURRED IN ITS EFFORTS TO ENFORCE THE HOA'S OBLIGATIONS HEREUNDER.

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, THE CITY OF GOODYEAR AGREES TO ALLOW THE INSTALLATION OF DECORATIVE STREET LIGHTS (I.E. STREET LIGHTS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES OR HIS/HER DESIGNEE) THAT DEVIATE FROM APPLICABLE STANDARDS IN THE ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL) SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. OWNER'S/DEVELOPER'S SHALL INSTALL THE DECORATIVE STREET LIGHTS IN ACCORDANCE WITH CONSTRUCTION PLANS APPROVED BY THE GOODYEAR CITY ENGINEER AT OWNER'S DEVELOPER'S SOLE COST. THE DECORATIVE STREET LIGHTS WILL BE OWNED AND MAINTAINED BY THE VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION ("HOA"). VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION AGREES, AT ITS SOLE COST TO MAINTAIN, REPAIR AND REPLACE DECORATIVE STREET LIGHTS SO THEY REMAIN IN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN FIRST COMPLETED. HOA SHALL PROMPTLY REPLACE BURNED OUT LIGHT BULBS. ALL PERMITS REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN THE CITY STREETS/RIGHTS-OF-WAY SHALL BE OBTAINED. HOA EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE DECORATIVE STREET LIGHTING INSTALLED WITHIN THE PREMISES DESCRIBED HEREIN, INCLUDING THE FAILURE TO MAINTAIN THE DECORATIVE STREET LIGHTS AND TO REPLACE LIGHT BULBS AS THEY BURN-OUT. EXCEPT AS PROVIDED HEREIN, HOA SHALL REPAIR, REPLACE AND/OR MAINTAIN THE DECORATIVE STREET LIGHTS WITHIN THIRTY (30) CALENDAR DAYS OF A REQUEST FROM THE CITY OF GOODYEAR TO UNDERTAKE REPAIRS, REPLACEMENT AND/OR MAINTENANCE OF THE DECORATIVE STREET LIGHTS. THE HOA SHALL REPLACE BURNED OUT LIGHT BULBS IN THE DECORATIVE STREET LIGHTS WITHIN THREE (3) BUSINESS DAYS OF DISCOVERY A BULB IS BURNED OUT. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL HAVE THE ABILITY TO MAKE TAKE ACTION IT DEEMS NECESSARY WITHOUT NOTICE TO THE HOA WHEN THE CITY OF GOODYEAR ENGINEER OR HIS/HER DESIGNEE DETERMINES THE CONDITIONS OF THE DECORATIVE STREET LIGHT(S) PRESENT A SAFETY RISK TO THE TRAVELING PUBLIC AND REQUIRE REPAIRS SOONER THAN THE THIRTY (30) CALENDAR DAY TIME FRAME REFERRED TO HEREIN. IN SUCH CASES, THE REPAIRS OR REPLACEMENTS THE CITY MAKES WILL BE LIMITED TO REPAIRS TO PRESERVE THE INTEGRITY AND SAFETY OF THE STREETS. THE CITY SHALL NOTIFY THE HOA OF THE ACTIONS TAKEN AND THE HOA SHALL, WITHIN THIRTY (30) DAYS OF THE RECEIPT OF SUCH NOTICE, COMPLETE WHATEVER REPAIRS, REPLACEMENTS AND/OR MAINTENANCE IS REQUIRED SO THAT THE DECORATIVE STREET LIGHT REMAIN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN FIRST COMPLETED. IF THE HOA FAILS TO COMPLETE ANY OF THE WORK REQUIRED HEREIN WITHIN THE REQUIRED TIME FRAMES AFTER A REQUEST FROM THE CITY ENGINEER OR HIS/HER DESIGNEE TO UNDERTAKE SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE; AND IF THE CITY UNDERTAKES SUCH WORK, THE HOA SHALL REIMBURSE THE CITY FOR THE COST THE CITY INCURRED IN UNDERTAKING SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE. THE CITY SHALL HAVE THE RIGHT TO BRING PROCEEDINGS AT LAW OR EQUITY TO ENFORCE THE HOA'S OBLIGATIONS HEREUNDER AND SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT FEES AND REASONABLE ATTORNEY'S FEES, INCURRED IN ITS EFFORTS TO ENFORCE THE HOA'S OBLIGATIONS HEREUNDER.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR A TEMPORARY EMERGENCY VEHICLE ACCESS EASEMENT OVER, ACROSS, AND THROUGH THE AREA WITHIN TRACT T IDENTIFIED AS E.V.A.E AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "EMERGENCY ACCESS AREA") FOR USE BY EMERGENCY SERVICE PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES AND TO ALLOW THE CITY OF GOODYEAR AND ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACEMENT IMPROVEMENTS WITHIN THE EMERGENCY ACCESS AREA TO PROVIDE EMERGENCY ACCESS. OWNER SHALL CONSTRUCT OR CAUSE TO BE CONSTRUCTED ACCESS IMPROVEMENTS WITHIN THE EASEMENT AREA REQUIRED BY APPLICABLE DEVELOPMENT REGULATIONS AND PURSUANT TO IN ACCORDANCE WITH CONSTRUCTION PLANS APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE AND SHALL MAINTAIN THE ACCESS IMPROVEMENTS IN GOOD WORKING CONDITION. THE CITY OF GOODYEAR SHALL HAVE NO RESPONSIBILITY FOR THE CONSTRUCTION, OPERATION, MAINTENANCE OR REPAIR OF THE ACCESS IMPROVEMENTS. IF OWNER FAILS TO MAINTAIN THE ACCESS IMPROVEMENTS AS REQUIRED HEREIN AFTER RECEIVING NOTICE FROM THE CITY OF GOODYEAR OF THE NEED FOR REPAIRS, THE CITY SHALL HAVE THE RIGHT TO UNDERTAKE SUCH REPAIRS. IF THE CITY UNDERTAKES SUCH WORK, OWNER SHALL REIMBURSE THE CITY FOR THE COST THE CITY INCURRED IN UNDERTAKING SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE. THE CITY SHALL HAVE THE RIGHT TO BRING PROCEEDINGS AT LAW OR EQUITY TO ENFORCE THE OBLIGATIONS HEREUNDER AND SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT FEES AND REASONABLE ATTORNEY'S FEES, INCURRED IN ITS EFFORTS TO ENFORCE THE OBLIGATIONS HEREUNDER. THIS EASEMENT SHALL TERMINATE IF AN ALTERNATIVE IMPROVED SECONDARY POINT OF ACCESS THAT WILL ALLOW ACCESS TO THE PREMISES DESCRIBED HEREIN BY EMERGENCY SERVICE PROVIDERS. UPON OWNER'S REQUEST, THE CITY OF GOODYEAR SHALL EXECUTE AND RECORD TERMINATION DOCUMENTS PROVIDED BY OWNER AND IN A FORM APPROVED BY THE CITY ATTORNEY OR HIS/HER DESIGNEE. THE TEMPORARY EMERGENCY ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE EMERGENCY ACCESS EASEMENT AREA.

KB HOMES PHOENIX, INC., AN ARIZONA CORPORATION, AS OWNER, DEDICATES TO THE VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION FOR THE BENEFIT OF THE MEMBERS OF THE VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION AND THE GENERAL PUBLIC A PERPETUAL, NON-EXCLUSIVE PEDESTRIAN ACCESS EASEMENT ON, OVER AND ACROSS THE AREA WITHIN TRACT R IDENTIFIED AS "P.A.E." AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "P.A.E. ACCESS AREA") FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING, AND REPLACING ACCESS IMPROVEMENTS AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER THE P.A.E. ACCESS AREA. THE PEDESTRIAN ACCESS EASEMENT DEDICATED HEREON RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGN IN INTEREST OF TITLE TOT ALL OR PART OF THE P.A.E. ACCESS EASEMENT AREA.

SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

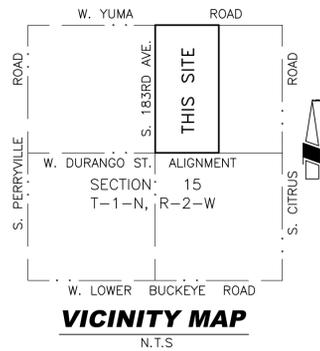
BY: KB HOME PHOENIX INC., AN ARIZONA CORPORATION

BY: _____ DATE: _____

ITS: _____

FINAL PLAT OF PASEO PLACE PHASE 1

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



HOMEOWNER'S ASSOCIATION RATIFICATION:

BY THIS RATIFICATION AND CONSENT, VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACTS A, B, C, D, E, F, G, H, I, J, K, R, T, U, AND V REFLECTED HEREIN, THE DEDICATION OF THE DRAINAGE EASEMENTS REFLECTED HEREIN, THE RESTRICTIVE COVENANTS APPLICABLE TO TRACTS A, J, T, AND U REFLECTED HEREIN, THE RESTRICTIVE COVENANTS, AND THE MAINTENANCE RESPONSIBILITY AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

THIS THE ____ DAY OF _____, 2021 VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

ON THIS ____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE _____ OF VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA.

THIS ____ DAY OF _____, 2021

BY: _____ MAYOR, GEORGIA LORD ATTEST: _____ CLERK, DARCI MCCrackEN

APPROVED BY THE ENGINEER OF THE CITY OF GOODYEAR, ARIZONA.

THIS ____ DAY OF _____, 2021

BY: _____ CITY ENGINEER, SUMEET MOHAN

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

ON THIS ____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE _____ OF KB HOME PHOENIX INC., AN ARIZONA CORPORATION AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

SHEET INDEX

- SHEET 1: COVER
- SHEET 2: KEY MAP SHEET, TRACT SUMMARY TABLE, INDEX LOT SUMMARY TABLE, NOTES, LEGEND AND DETAILS
- SHEETS 3-4: TYPICAL PLAT PLAN SHEETS, LEGEND
- SHEET 5: CURVE AND LINE TABLES, SECTION TIES & ADJACENT PHASE

OWNER

KB HOME PHOENIX INC., AN ARIZONA CORPORATION 10429 S. 51ST STREET, SUITE 100 PHOENIX, AZ 85044 CONTACT: JANELLE SPEAKE PH: 480-758-3045 EMAIL: JSPEAKE@KBHOME.COM

LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 15 FROM WHICH THE NORTHEAST CORNER THEREOF BEARS SOUTH 89 DEGREES 30 MINUTES 34 SECONDS EAST, A DISTANCE OF 2645.95 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 34 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 1,322.97 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE OF SAID WEST HALF, A DISTANCE OF 1,219.16 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 246.13 FEET;

THENCE SOUTH 00 DEGREES 30 MINUTES 20 SECONDS WEST, A DISTANCE OF 1.20 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00 DEGREES 30 MINUTES 20 SECONDS WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 836.69 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 15.87 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 140.00 FEET TO A POINT ON THE WEST LINE OF SAID WEST HALF;

THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1,204.14 FEET TO THE POINT OF BEGINNING.

AREA

PHASE 1: 1,695,324 SQ. FT. OR 38.919 ACRES MORE OR LESS

BASIS OF BEARING

THE BASIS OF BEARING USED FOR THIS PLAT IS S89°30'34"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 15, T-1-N, R-2-W.

FLOOD PLAIN

THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" (DOTTED) PER "F.E.M.A." FLOOD CONTROL MAP NO. 04013C2140L, DATED: OCTOBER 16, 2013. ZONE "X" (DOTTED) IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

UTILITY SERVICES

WATER:	CITY OF GOODYEAR
SEWER:	CITY OF GOODYEAR
ELECTRIC:	ARIZONA PUBLIC SERVICE COMPANY
GAS:	SOUTHWEST GAS COMPANY
TELEPHONE:	CENTURY LINK COMMUNICATIONS AND COX COMMUNICATIONS
SOLID WASTE DISPOSAL:	CITY OF GOODYEAR
POLICE PROTECTION: (AND A PRIVATE PATROL)	CITY OF GOODYEAR
FIRE PROTECTION AND EMERGENCY SERVICES DISPATCH:	CITY OF GOODYEAR
CABLE TELEVISION:	COX COMMUNICATIONS

SURVEYOR'S STATEMENT

I, JASON A. SEGNERI, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, AND MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: JASON A. SEGNERI, R.L.S. ARIZONA NO. 35833 22415 N. 16TH STREET PHOENIX, ARIZONA, 85024 JSEGNERI@RICKENGINEERING.COM



PASEO PLACE PHASE 1

COVER SHEET		RICK ENGINEERING COMPANY <small>Phoenix Tucson - San Diego - Sacramento - Riverside - Orange - San Luis Obispo - Bakersfield</small>	22415 NORTH 16TH STREET PHOENIX, AZ 85024 602.957.3350		
SHEET 1 OF 5				<small>rickengineering.com</small>	
JOB NUMBER	4548N	PREPARED BY:	DSR	DATE PREPARED:	APR 2021

NOTES

- THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.
- NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
- NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
- IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING.
 - THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
 - DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
 - MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
 - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
 - IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
- ALL LANDSCAPING WITHIN THE STREET RIGHTS-OF-WAY FOR SOUTH 183RD AVENUE, YUMA ROAD, AND DURANGO STREET SHALL BE MAINTAINED BY THE PASEO PLACE COMMUNITY ASSOCIATION.
- STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL BE PLACED LESS THAN EIGHT (8) FEET APART.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF ALL STORMWATER MANAGEMENT FACILITIES.
- THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE. THE OWNER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR AND THE DEVELOPER FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR FUTURE DAMAGES TO PERSONS OR PROPERTY AND COMPLAINTS OF ANY KIND THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE OPERATION OF SUCH AIRCRAFT NEAR AND OVER THE AREA.
- THE DEVELOPMENT IS IN PROXIMITY TO THE INTERSTATE 10 FREEWAY AND THE PROPOSED LOOP 303 FREEWAY AND MAY BE SUBJECT TO POTENTIAL NOISE INTRUSION, VIBRATIONS, DUST AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY SAID FREEWAYS AND THE CONSTRUCTION OF THEREOF.
- THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
- ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND. EXCLUDING POWER LINES 69 KV AND LARGER.
- ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH A CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- THE CITY IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN DEVELOPMENT.
- MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION.
- MAINTENANCE OF LANDSCAPING THAT LIES BETWEEN THE SIDEWALK AND BACK OF CURB OF ALL LOCAL STREETS WITHIN THE FRONT OF A SINGLE FAMILY RESIDENCE SHALL BE THE MAINTAINED BY THE HOA.
- ALL CORNER LOTS AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES UNLESS SEPARATED BY A 35' LANDSCAPE SETBACK.
- NO MORE THAN THREE TWO-STORY HOMES MUST BE ALLOWED SIDE BY SIDE, AND THREE CONSECUTIVE TWO-STORY HOMES MUST BE FOLLOWED BY A MINIMUM OF TWO ONE-STORY HOMES.
- DRIVEWAYS ON KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT OPPOSITE THE ADJACENT REAR LOT LINE.
- DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION, THIS INCLUDES LOTS 10, 11, 44, 45, 60, 61, 74, 75, 89, 90, 102, 117, 118, 133, 134, 149.
 - * INTERSECTION, THIS INCLUDES LOTS 10, 11, 44, 45, 60, 61, 74, 75, 89, 90, 102, 117, 118, 133, 134, 149.
 - ** 30, 31, 101, 106.
- SIGNAGE SHALL BE POSTED WITHIN ALL SUBDIVISION SALES OFFICES IDENTIFYING THE LOCATION OF THE LUKE AIR FORCE BASE ACCIDENT POTENTIAL ZONES (APZS), 65 LDN AND HIGHER NOISE CONTOURS AND DEPARTURE CORRIDORS AS WELL AS THE PHOENIX-GOODYEAR AIRPORT TRAFFIC PATTERN AREA AND NOISE CONTOURS AS SUGGESTED IN GENERAL PLAN 2003-2013 (POLICY B-3 E OF SECTION 92) THIS DISPLAY SHALL INCLUDE A TWENTY-FOUR INCH BY THIRTY-SIX INCH (24" X 36") MAP AT THE MAIN ENTRANCE OF SUCH SALES FACILITIES AND SHALL INCLUDE THE APPROXIMATE LOCATION OF THE HOMES OR APARTMENTS BEING SOLD OR LEASED CLEARLY DEPICTED. (THE REQUIRED CONTENTS OF THE MAP SHALL BE PROVIDED BY THE CITY OF GOODYEAR).
- NO DETACHED ACCESSORY BUILDING SHALL BE LOCATED CLOSER TO THE STREET SIDE OF A CORNER LOT THAN THE FRONT YARD REQUIRED ON A KEY LOT, EXCEPT SUCH SETBACK NEED NOT BE GREATER THAN ONE-HALF THE WIDTH OF THE CORNER LOT.
- ADJACENT DWELLING UNITS ARE PROHIBITED FROM HAVING IDENTICAL BUILDING ELEVATIONS AND EXTERIOR COLORS.
- RAMPS WILL BE PROVIDED ON SIDEWALKS PER A.D.A. REQUIREMENTS.
- THIS DEVELOPMENT IS WITHIN THE VICINITY OF AN EXISTING 230 KV OVERHEAD ELECTRIC LINE ALONG THE WEST SIDE OF PERRYVILLE ROAD.
- NO GROWING OF PRODUCTION CROPS WITHIN 50 FEET OF ANY OCCUPIED RESIDENTIAL DWELLING UNIT SHALL BE PERMITTED ON THE GROUND OWNED BY THE PROPERTY OWNER.
- EACH HOMEBUYER TO SIGN AN ACKNOWLEDGEMENT STATEMENT ACCEPTING MAINTENANCE RESPONSIBILITY FOR LANDSCAPING BETWEEN SIDEWALK AND CURB IN FRONT OF THEIR HOME, AND THE HOA.
- ALL DECORATIVE STREET LIGHT POLES ARE TO BE OWNED AND MAINTAINED BY THE HOA.

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	6,000	0.138
2	6,000	0.138
3	6,000	0.138
4	6,000	0.138
5	6,000	0.138
6	6,000	0.138
7	6,018	0.138
8	6,301	0.145
9	6,569	0.151
10	6,475	0.149
11	5,888	0.135
12	6,000	0.138
13	6,000	0.138
14	6,000	0.138
15	7,196	0.165
16	7,587	0.174
17	7,587	0.174
18	7,587	0.174
19	6,559	0.151
20	6,558	0.151
21	5,916	0.136
22	5,400	0.124
23	5,400	0.124
24	5,400	0.124
25	5,400	0.124
26	5,400	0.124
27	5,400	0.124
28	5,400	0.124
29	5,400	0.124
30	5,400	0.124
31	5,400	0.124
32	5,400	0.124
33	5,400	0.124
34	5,400	0.124
35	5,400	0.124
36	5,400	0.124
37	5,382	0.124
38	5,978	0.137
39	6,000	0.138
40	6,000	0.138
41	6,000	0.138
42	6,000	0.138
43	6,000	0.138
44	6,355	0.146
45	5,350	0.123
46	5,400	0.124
47	5,400	0.124
48	5,400	0.124
49	5,400	0.124
50	5,400	0.124

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
51	5,400	0.124
52	5,400	0.124
53	5,617	0.129
54	5,400	0.124
55	5,400	0.124
56	5,400	0.124
57	5,400	0.124
58	5,400	0.124
59	5,400	0.124
60	5,350	0.123
61	6,355	0.146
62	6,000	0.138
63	6,000	0.138
64	6,000	0.138
65	6,000	0.138
66	6,000	0.138
67	6,104	0.140
68	9,443	0.217
69	6,892	0.158
70	7,388	0.170
71	7,000	0.161
72	7,000	0.161
73	7,000	0.161
74	6,571	0.151
75	6,250	0.143
76	6,300	0.145
77	6,300	0.145
78	6,300	0.145
79	6,300	0.145
80	6,119	0.140
81	5,400	0.124
82	5,400	0.124
83	5,400	0.124
84	6,300	0.145
85	6,300	0.145
86	6,300	0.145
87	6,300	0.145
88	6,300	0.145
89	6,250	0.143
90	6,571	0.151
91	7,000	0.161
92	7,000	0.161
93	6,993	0.161
94	8,521	0.196
95	11,625	0.267
96	8,369	0.192
97	5,984	0.137
98	6,000	0.138
99	6,000	0.138
100	6,000	0.138

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
101	6,000	0.138
102	6,506	0.149
103	6,000	0.138
104	6,000	0.138
105	6,000	0.138
106	6,000	0.138
107	6,247	0.143
108	5,400	0.124
109	5,400	0.124
110	5,400	0.124
111	5,400	0.124
112	5,400	0.124
113	5,400	0.124
114	5,400	0.124
115	6,000	0.138
116	6,000	0.138
117	5,950	0.137
118	5,950	0.137
119	6,000	0.138
120	6,000	0.138
121	5,400	0.124
122	5,400	0.124
123	5,400	0.124
124	5,400	0.124
125	5,400	0.124
126	5,400	0.124
127	5,400	0.124
128	6,247	0.143
129	6,000	0.138
130	6,000	0.138
131	6,000	0.138
132	6,000	0.138
133	6,506	0.149
134	6,506	0.149
135	6,000	0.138
136	6,000	0.138
137	6,000	0.138
138	6,000	0.138
139	6,000	0.138
140	5,400	0.124
141	5,400	0.124
142	5,400	0.124
143	5,400	0.124
144	5,400	0.124
145	5,400	0.124
146	5,400	0.124
147	5,400	0.124
148	5,400	0.124
149	6,000	0.138

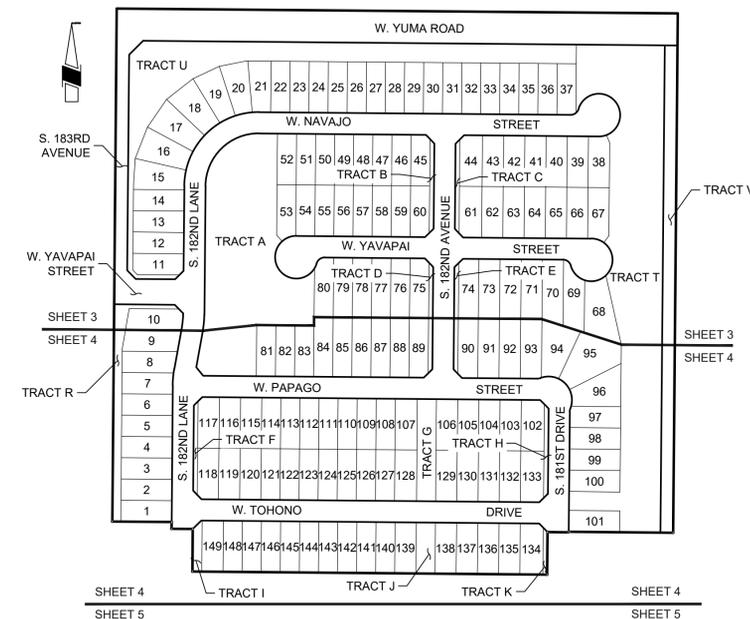
TRACT USE TABLE					
TRACT	USE	AREA (SF)	AREA (AC)	OWNER	MAINTENANCE
A	PUE/LANDSCAPE/DRAINAGE/RECREATION/SVT	99,356	2.281	V.E.C.A.	V.E.C.A.
B	PUE/LANDSCAPE/SVT	2,100	0.048	V.E.C.A.	V.E.C.A.
C	PUE/LANDSCAPE/SVT	2,100	0.048	V.E.C.A.	V.E.C.A.
D	PUE/LANDSCAPE/SVT	2,500	0.057	V.E.C.A.	V.E.C.A.
E	PUE/LANDSCAPE/SVT	2,500	0.057	V.E.C.A.	V.E.C.A.
F	PUE/LANDSCAPE/SVT	2,100	0.048	V.E.C.A.	V.E.C.A.
G	PUE/LANDSCAPE/RECREATION	10,800	0.248	V.E.C.A.	V.E.C.A.
H	PUE/LANDSCAPE/SVT	2,100	0.048	V.E.C.A.	V.E.C.A.
I	PUE/LANDSCAPE/SVT	2,447	0.056	V.E.C.A.	V.E.C.A.
J	PUE/LANDSCAPE/RECREATION/DRAINAGE	5,400	0.124	V.E.C.A.	V.E.C.A.
K	PUE/LANDSCAPE/SVT	1,050	0.024	V.E.C.A.	V.E.C.A.
R	PUE/PAE/LANDSCAPE/RECREATION/SVT	12,217	0.280	V.E.C.A.	V.E.C.A.
T	PUE/EVAE/LANDSCAPE/DRAINAGE/RECREATION	144,020	3.306	V.E.C.A.	V.E.C.A.
U	PUE/LANDSCAPE/DRAINAGE/SVT	73,008	1.676	V.E.C.A.	V.E.C.A.
V	RD O&M ROAD	34,325	0.788	V.E.C.A.	V.E.C.A.

- P.U.E. PUBLIC UTILITY EASEMENT
- D. DRAINAGE
- L.S. LANDSCAPE AREA
- REC. RECREATION
- H.O.A. HOME OWNERS ASSOCIATION
- S.V.T. SIGHT VISIBILITY TRIANGLE
- S.E. SEWER EASEMENT
- R.I.D. ROOSEVELT IRRIGATION DISTRICT
- V.E.C.A. VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.A.B. PEDESTRIAN ACCESS EASEMENT
- O&M OPERATION & MAINTENANCE

V.E.C.A. = VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION

DEVELOPMENT STANDARDS	
ZONING	R1-4
MINIMUM LOT AREA (SQ FT)	4,500
MINIMUM LOT WIDTH (FT) (1)	45
MINIMUM LOT DEPTH (FT)	120
MINIMUM SETBACKS (FT)	
FRONT (2)	10
FRONT FACING GARAGE	20
SIDE	5
TOTAL BOTH SIDES	10
STREET SIDE (4)	10
REAR	20

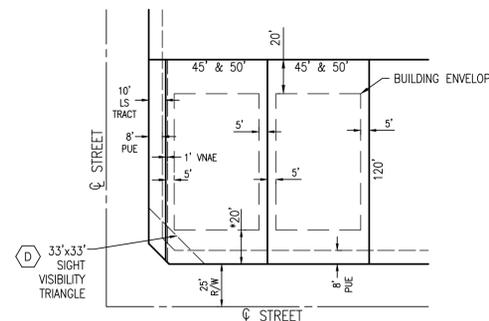
LAND USE TABLE	
EXISTING ZONING	R1-4
GROSS ACREAGE	38.92 ACRES
NET ACREAGE	29.68 ACRES
EXISTING RIGHT-OF-WAY	1.00 ACRE
TOTAL OPEN SPACE PROVIDED	22.18 ACRES
TOTAL OPEN SPACE PROVIDED (%)	27.60%
ACTIVE OPEN SPACE PROVIDED	6.75 ACRES
ACTIVE OPEN SPACE PROVIDED (%)	30%
PASSIVE OPEN SPACE PROVIDED	15.43 ACRES
PASSIVE OPEN SPACE PROVIDED (%)	70%
STREETS PLUS EXISTING R/W	17.167 ACRES
AVERAGE LOT SIZE	9726 S.F.
MINIMUM LOT SIZE	7094 S.F.
MAXIMUM LOT SIZE	12358 S.F.
LOT COUNT	149 EA.
DENSITY (BASED ON NET ACREAGE)	3.72 D.U./AC.



KEY MAP
N.T.S.

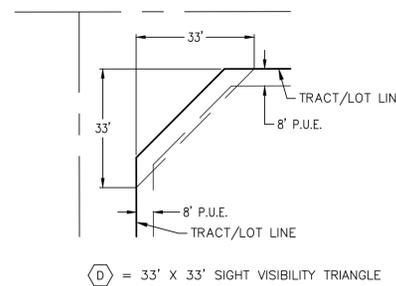
LEGEND

- FOUND BRASS CAP FLUSH UNLESS NOTED
- FOUND 1/2" REBAR AS NOTED
- SET 1/2" REBAR WITH PLASTIC CAP "LS 35833"
- BRASS CAP FLUSH PER MAG STANDARD DETAIL 120 TYPE 'B'
- BCF BRASS CAP FLUSH
- M.C.R. MARICOPA COUNTY RECORDER
- DOC. DOCUMENT
- BK. & PG. BOOK & PAGE
- R/W RIGHT OF WAY DEDICATED BY THIS PLAT
- P.U.E. PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT DEDICATED BY THIS PLAT
- P.A.E. PEDESTRIAN ACCESS EASEMENT DEDICATED BY THIS PLAT
- S.V.T. 33' X 33' SIGHT VISIBILITY TRIANGLE DEDICATED BY THIS PLAT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT DEDICATED BY THIS PLAT
- BOUNDARY LINE
- ADJOINING PROPERTY LINE
- CENTER LINE
- SECTION LINE
- EASEMENT LINE



TYPICAL LOT DETAIL

N.T.S.
*10' FOR SIDE LOADED GARAGES, PATIOS, AND LIVABLE SPACE



TYPICAL VISIBILITY RESTRICTION

N.T.S.



PASEO PLACE PHASE 1

COVER SHEET

SHEET 2 OF 5

RICK
ENGINEERING COMPANY
22415 NORTH 16TH STREET
PHOENIX, AZ 85024
602.957.3350
rickengineering.com

JOB NUMBER 4548N PREPARED BY: DSR DATE PREPARED: APR 2021

APN 502-40-003H
DOC. 2014-0500455, M.C.R.
UNSUBDIVIDED

NORTH QUARTER CORNER SECTION 15
TOWNSHIP 1 NORTH, RANGE 2 WEST
FOUND MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
BRASS CAP FLUSH
POINT OF BEGINNING

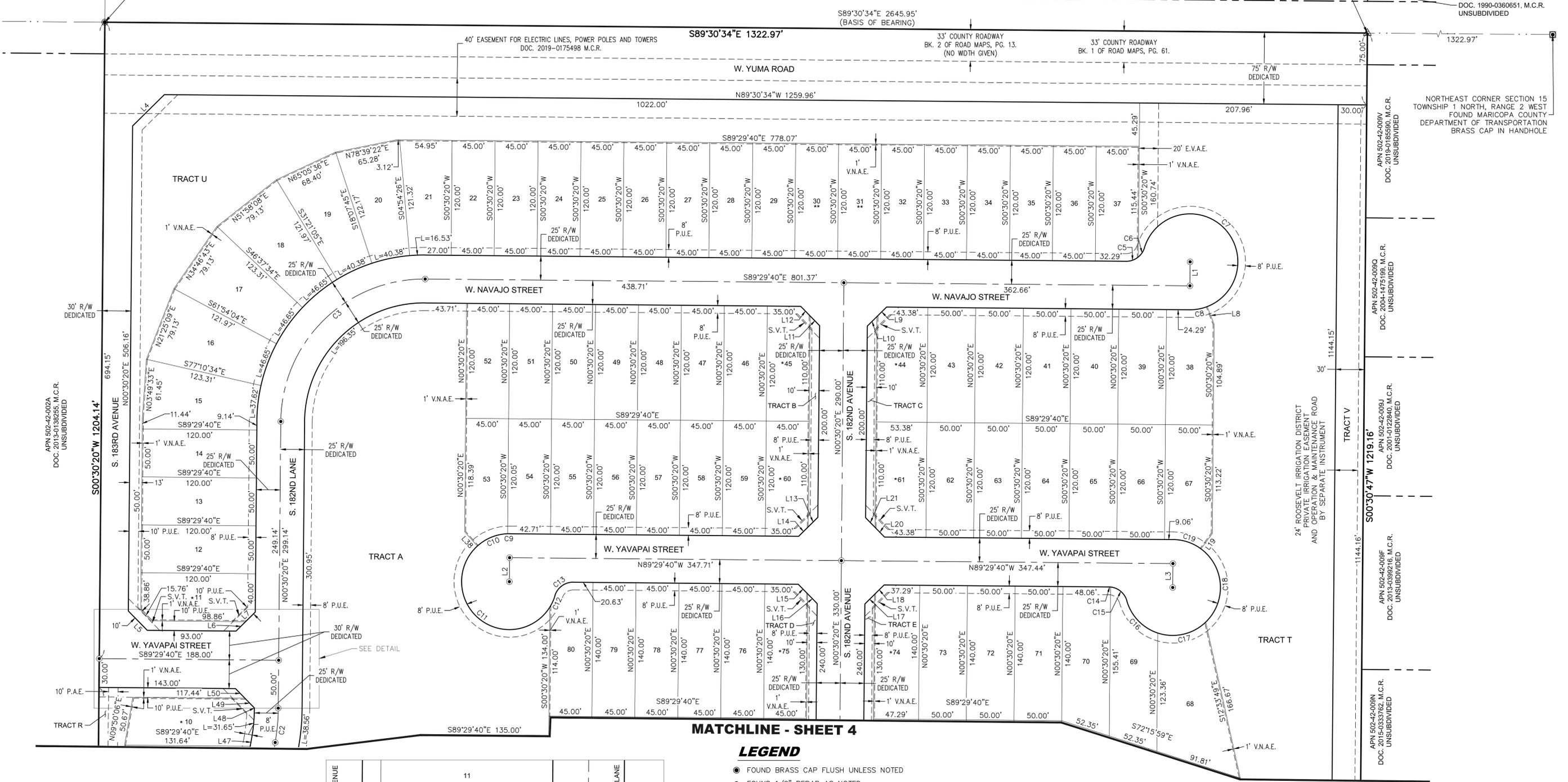
APN 502-42-002A
DOC. 2017-0354489, M.C.R.
UNSUBDIVIDED

NORTHEAST CORNER OF THE WEST HALF
OF THE NORTHEAST QUARTER SECTION 15
TOWNSHIP 1 NORTH, RANGE 2 WEST
FOUND IRON SPIKE

APN 502-40-045B
DOC. 2003-1137830, M.C.R.
UNSUBDIVIDED

APN 502-40-045A
DOC. 1990-0360651, M.C.R.
UNSUBDIVIDED

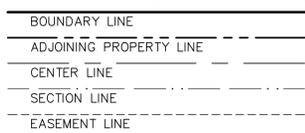
NORTHEAST CORNER SECTION 15
TOWNSHIP 1 NORTH, RANGE 2 WEST
FOUND MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
BRASS CAP IN HANDHOLE



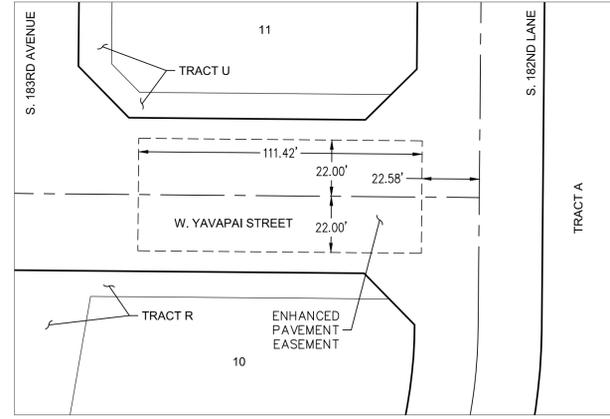
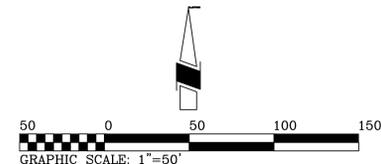
MATCHLINE - SHEET 4

LEGEND

- FOUND BRASS CAP FLUSH UNLESS NOTED
- FOUND 1/2" REBAR AS NOTED
- SET 1/2" REBAR WITH PLASTIC CAP "LS 35833"
- BRASS CAP FLUSH PER MAG STANDARD
- DETAIL 120 TYPE 'B'
- BCF BRASS CAP FLUSH
- M.C.R. MARICOPA COUNTY RECORDER
- DOC. DOCUMENT
- BK. & PG. BOOK & PAGE
- R/W RIGHT OF WAY DEDICATED BY THIS PLAT
- P.U.E. PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT DEDICATED BY THIS PLAT
- P.A.E. PEDESTRIAN ACCESS EASEMENT DEDICATED BY THIS PLAT
- S.V.T. 33' X 33' SIGHT VISIBILITY TRIANGLE DEDICATED BY THIS PLAT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT DEDICATED BY THIS PLAT



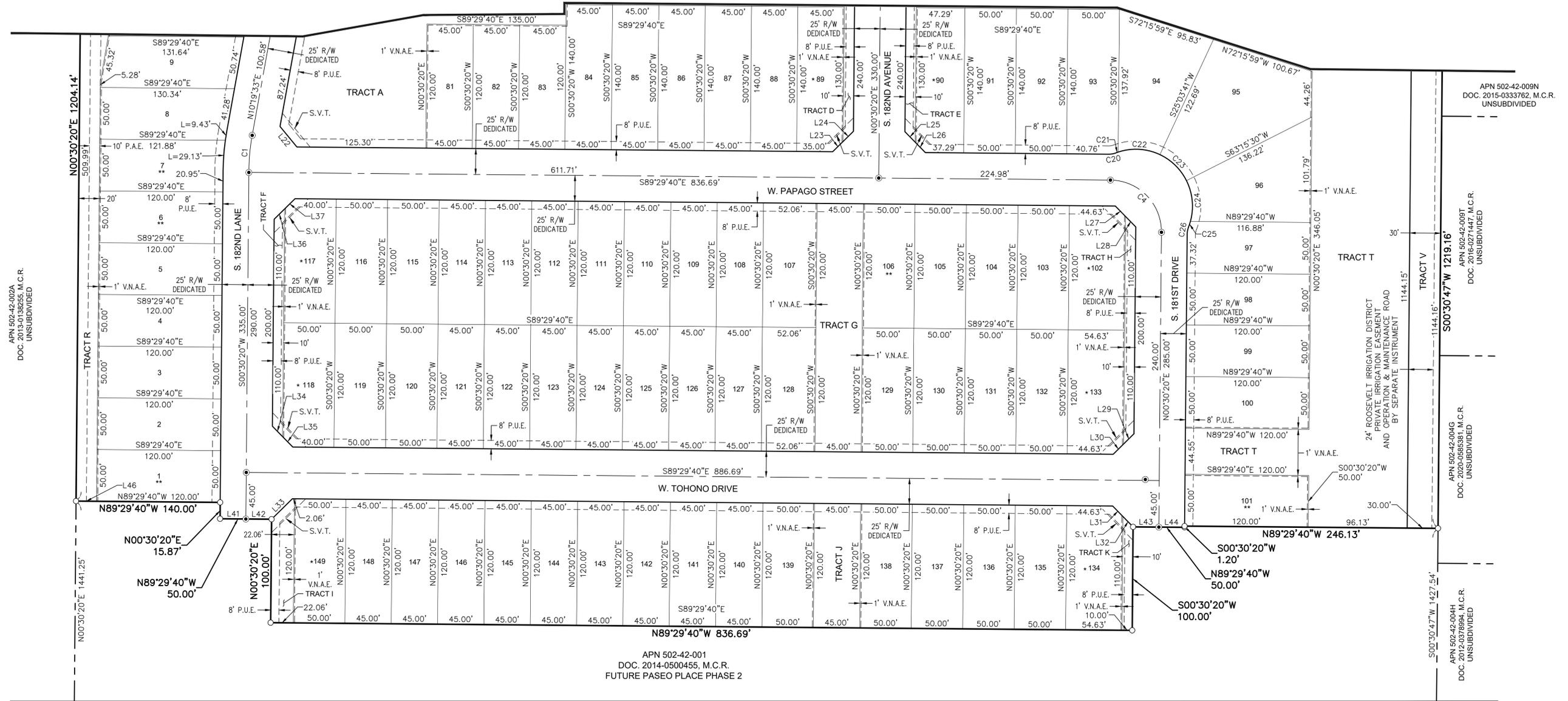
PASEO PLACE PHASE 1



DETAIL
N.T.S.

COVER SHEET		RICK ENGINEERING COMPANY 22415 NORTH 16TH STREET PHOENIX, AZ 85024 602.957.3350 <small>rickengineering.com</small>
SHEET 3 OF 5		
JOB NUMBER 4548N	PREPARED BY DSR	DATE PREPARED APR 2021

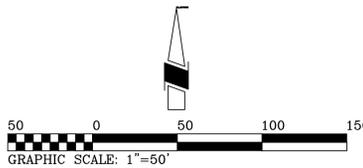
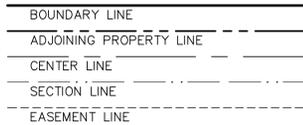
MATCHLINE - SHEET 3



MATCHLINE - SHEET 5

LEGEND

- FOUND BRASS CAP FLUSH UNLESS NOTED
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PASEO PLACE PHASE 1

COVER SHEET

SHEET 4 OF 5

RICK
ENGINEERING COMPANY
22415 NORTH 16TH STREET
PHOENIX, AZ 85024
602.957.3350
rickengineering.com

JOB NUMBER 4548N PREPARED BY: DSR DATE PREPARED: APR 2021

MATCHLINE - SHEET 4

LEGEND

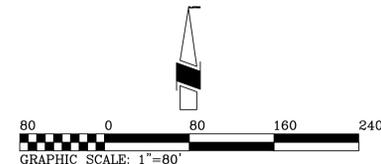
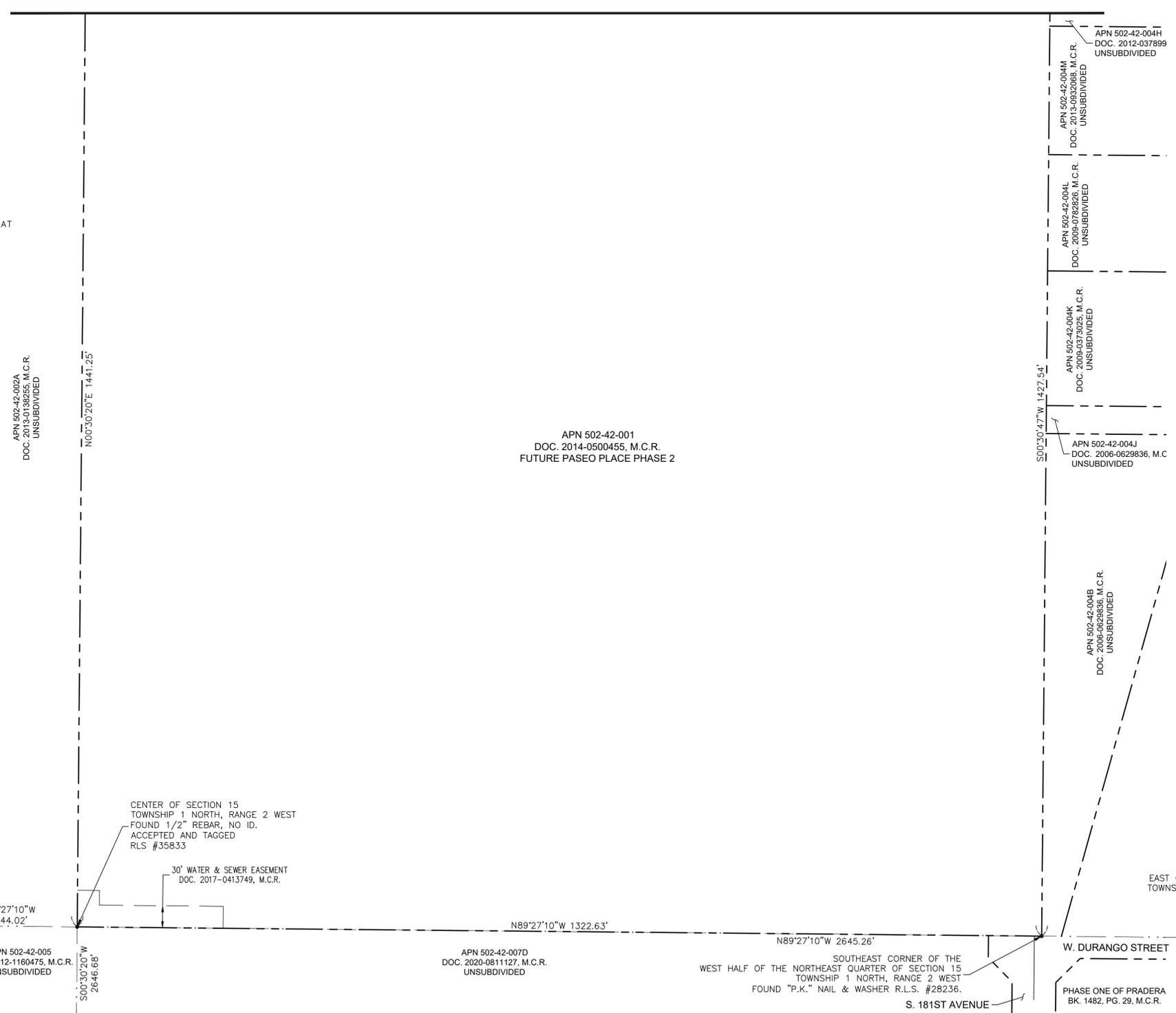
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BOUNDARY LINE
ADJOINING PROPERTY LINE
CENTER LINE
SECTION LINE
EASEMENT LINE

LINE	DIRECTION	LENGTH
L1	S00°30'20"W	25.00'
L2	N00°30'20"E	25.00'
L3	N00°30'20"E	25.00'
L4	N45°29'53"E	46.68'
L5	N44°29'40"W	28.28'
L6	S45°30'20"W	14.14'
L7	S45°30'20"W	14.14'
L8	S21°02'40"E	20.00'
L9	N45°30'20"E	14.14'
L10	N45°30'20"E	14.14'
L11	S44°29'40"E	14.14'
L12	S44°29'40"E	14.14'
L13	S45°30'20"W	14.14'
L14	S45°30'20"W	14.14'
L15	S44°29'40"E	14.14'
L16	S44°29'40"E	14.14'
L17	N45°30'20"E	14.14'
L18	N45°30'20"E	14.14'
L19	S36°17'56"W	20.00'
L20	N44°29'40"W	14.14'
L21	N44°29'40"W	14.14'
L22	N39°35'04"W	25.76'
L23	S45°30'20"W	14.14'
L24	S45°30'20"W	14.14'
L25	N44°29'40"W	14.14'

LINE	DIRECTION	LENGTH
L26	N44°29'40"W	14.14'
L27	S44°29'40"E	14.14'
L28	S44°29'40"E	14.14'
L29	S45°30'20"W	14.14'
L30	S45°30'20"W	14.14'
L31	S44°29'40"E	14.14'
L32	S44°29'40"E	14.14'
L33	N45°30'20"E	28.28'
L34	N44°29'40"W	14.14'
L35	N44°29'40"W	14.14'
L36	N45°30'20"E	14.14'
L37	N45°30'20"E	14.14'
L38	N41°59'43"W	20.00'
L41	S89°29'40"E	25.00'
L42	S89°29'40"E	25.00'
L43	S89°29'40"E	25.00'
L44	S89°29'40"E	25.00'
L46	N89°29'40"W	20.00'
L47	S10°19'33"W	8.51'
L48	S00°30'20"W	0.11'
L49	S44°29'40"E	14.14'
L50	S44°29'40"E	14.14'

CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	10°19'32"	200.00'	36.04'	S05°09'46"W 35.99'
C2	10°19'33"	200.00'	36.04'	N05°09'47"E 36.00'
C3	90°00'00"	150.00'	235.62'	S45°30'20"W 212.13'
C4	90°00'00"	50.00'	78.54'	N44°29'40"W 70.71'
C5	39°27'27"	20.00'	13.77'	S70°46'37"W 13.50'
C6	33°56'25"	20.00'	11.85'	S34°04'41"W 11.67'
C7	231°50'55"	50.00'	202.33'	N46°58'07"W 89.94'
C8	21°32'59"	50.00'	18.81'	N79°43'50"E 18.69'
C9	2°37'39"	50.00'	2.29'	S89°11'30"W 2.29'
C10	39°52'23"	50.00'	34.80'	S67°56'30"W 34.10'
C11	196°10'00"	50.00'	171.19'	S50°04'42"E 99.01'
C12	14°43'52"	50.00'	12.86'	N24°28'22"E 12.82'
C13	73°23'54"	20.00'	25.62'	N53°48'23"E 23.90'
C14	5°33'44"	20.00'	1.94'	S86°42'48"E 1.94'
C15	67°50'08"	20.00'	23.68'	S50°00'52"E 22.32'
C16	55°46'07"	50.00'	48.67'	S43°58'49"E 46.77'
C17	61°49'40"	50.00'	53.95'	N77°13'17"E 51.37'
C18	100°00'33"	50.00'	87.27'	N03°41'49"W 76.61'
C19	35°47'34"	50.00'	31.23'	N71°35'52"W 30.73'
C20	21°02'22"	20.00'	7.34'	S79°59'09"W 7.30'
C21	2°16'45"	55.00'	2.19'	S70°36'21"W 2.19'
C22	43°18'57"	55.00'	41.58'	N86°35'48"W 40.60'
C23	38°11'50"	55.00'	36.67'	N45°50'25"W 35.99'
C24	42°15'34"	55.00'	40.57'	N05°36'43"W 39.65'
C25	6°01'38"	55.00'	5.79'	N18°31'53"E 5.78'
C26	21°02'22"	20.00'	7.34'	N11°01'31"E 7.30'



COVER SHEET			22415 NORTH 16TH STREET PHOENIX, AZ 85024 602.957.3350
SHEET 5 OF 5			
JOB NUMBER	4548N	PREPARED BY:	DSR
DATE PREPARED:	APR 2021		

AGENDA ITEM #: 7.
DATE: 05/10/2021
AI #:246



CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF PASEO PLACE - PHASE 2

STAFF PRESENTER(S): Katie Wilken, Planning Manager

OTHER PRESENTER(S):

Chris Patton, Rick Engineering

SUMMARY:

A Final Plat subdividing approximately 41 acres into 144 lots and 13 tracts generally located at the intersection of Yuma Road and 183rd Avenue.

Recommendation:

Approve the Final Plat of Paseo Place – Phase 2 subdividing approximately 41 acres into 144 lots and 13 tracts (the “Property”), subject to stipulations. (Katie Wilken, Planning Manager)

STIPULATIONS:

1. Prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy and/or Certificate of Occupancy for any structure located within the boundaries of the Final Plat for Paseo Place Phase 2, all existing utility lines, excluding power lines 69 kV or larger, located within or adjacent to the Property are to be placed underground and all new utility lines, excluding power lines 69 kV or larger, that are required to be installed within or adjacent to the Property as a condition of development shall be completed;
2. The Final Plat of Paseo Place Phase 1 being approved by separate action shall be recorded concurrently with this final plat (the “Final Plat of Paseo Place Phase 2”). No construction or building permits shall be issued for work within the Property until the Final Plat of Paseo Place Phase 1 has been recorded.
3. Except as otherwise provided herein, no Certificate of Completion, Temporary Certificate of Occupancy and/or Certificate of Occupancy for any structure within the Property shall be issued until all of the following infrastructure improvements has been completed, at no cost to the City, and accepted by the City Engineer subject to completion of the two-year warranty period:
 - a. W. Durango Street – half-street improvements required for a minor collector, for the section of W. Durango Street along or adjacent to the frontage of the Property, which improvements shall include, but are not limited to: pavement, sidewalk, curb and gutter, landscaping, landscape irrigation, street lights, traffic signals, signing and striping;
 - b. S. 183rd Avenue – half-street improvements required for a minor collector, for the section of S. 183rd Avenue along or adjacent to the frontage of the Property, which improvements shall include, but is not limited to: pavement, sidewalk, curb and gutter, landscaping, landscape irrigation, street lights, traffic signals, signing and striping;
4. Prior to recordation of the Final Plat for Paseo Place Phase 2, an in-lieu payment of \$140,000 shall be made to the city, which represents 25% of the current cost of a traffic signal required at

W. Durango Street and S. 183rd Avenue;

5. Property Owner shall post signage within all subdivision sales offices identifying the location of the Luke Air Force Base Accident Potential Zones (APZs), 65 Ldn and higher noise contours, and departure corridors, as well as the Phoenix-Goodyear Airport Traffic Pattern Area and noise contours per the Goodyear General Plan 2003-2013 (Policy B-3e of Section 9.2). This display shall include a twenty-four by thirty-six inch (24"x36") map at the main entrance of such sales facility and shall include the approximate locations of the homes or apartments being sold or leased clearly depicted. The required contents of the map shall be provided by the City of Goodyear;
6. Property Owner shall provide a waiver agreement for each initial homebuyer to sign, and shall include the following statement in the waiver agreement as well as a similar statement in the Public Sales Report and on the final plat: "Paseo Place is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflights and by the operation of aircraft landing at or taking off from the Phoenix-Goodyear Airport and Luke Air Force Base. The Owner does release and discharge the City of Goodyear from any liability for any and all claims for future damages and complaints of any kind to persons or property that may arise at any time in the future from the operation of such aircraft near and over the area."
7. In accordance with the requirements set forth in the Second Amended & Restated Development Agreement for Paseo Place Parcel 2 adopted by Resolution No. 16-1757 and recorded in the official records of Maricopa County Recorder at instrument no. 2016 061447, prior to recordation of the Final Plat for Paseo Place Phase 2, owner shall remit a cost recovery payment for all regional water delivery lines identified in the Resolution of Intention No. 06-1064 as amended by Resolution No. 14-1621 and Resolution No. 16-1747 identified as benefitting the Property that have been constructed by others and/or that are not being 100% constructed by owner. Unless owner provides documentation that owner has made some or all of the cost recovery payments owed hereunder, the cost recovery payment required hereunder is \$293,189.
8. In accordance with the requirements set forth in the Second Amended & Restated Development Agreement for Paseo Place Parcel 2 adopted by Resolution No. 16-1757 and recorded in the official records of Maricopa County Recorder at instrument no. 2016 061447, prior to recordation of the Final Plat for Paseo Place Phase 2, owner shall remit a cost recovery payment for all regional wastewater trunk lines identified in the Resolution of Intention No. 06-1065 as amended by Resolution No. 14-1622 and Resolution No. 16-1748 identified as benefitting the Property that have been constructed by others and/or that are not being 100% constructed by owner. Unless owner provides documentation that owner has made some or all of the cost recovery payments owed hereunder, the cost recovery payment required hereunder is \$272,188
9. Prior to recordation of the final plat, Owner shall submit documentation establishing the formation of a legally cognizable homeowner's association that will accept the dedications, conveyances, and on-going maintenance obligations reflected in the Final Plat for Paseo Place Phase 1; and Owner shall update the final plat to reflect the newly formed entity as required by the City Attorney or his designee. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the persons executing this final plat on behalf of the newly formed homeowner's association are authorized to do so
10. Prior to recordation of the final plat, Owner shall submit an updated title report for the property and shall modify this plat to reflect the current ownership and current lender, including on the final plat a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the Property being platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the persons executing this final plat are authorized to do so; and,
11. Any technical corrections to the final plat required by the City Engineer or his designee shall be made prior to the recordation of the final plat.

FISCAL IMPACT:

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development.

BACKGROUND AND PREVIOUS ACTIONS:

The preliminary plat of Paseo Place – Phase 2 attached hereto subdividing approximately 41 acres into 144 lots and 13 tracts (the “Property”), subject to the following stipulations: , was approved by the City Council on August 21, 2020.

STAFF ANALYSIS

As set forth in the attached preliminary plat Council Action Report, the proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the technical requirements of the city’s subdivision regulations and engineering standards, and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

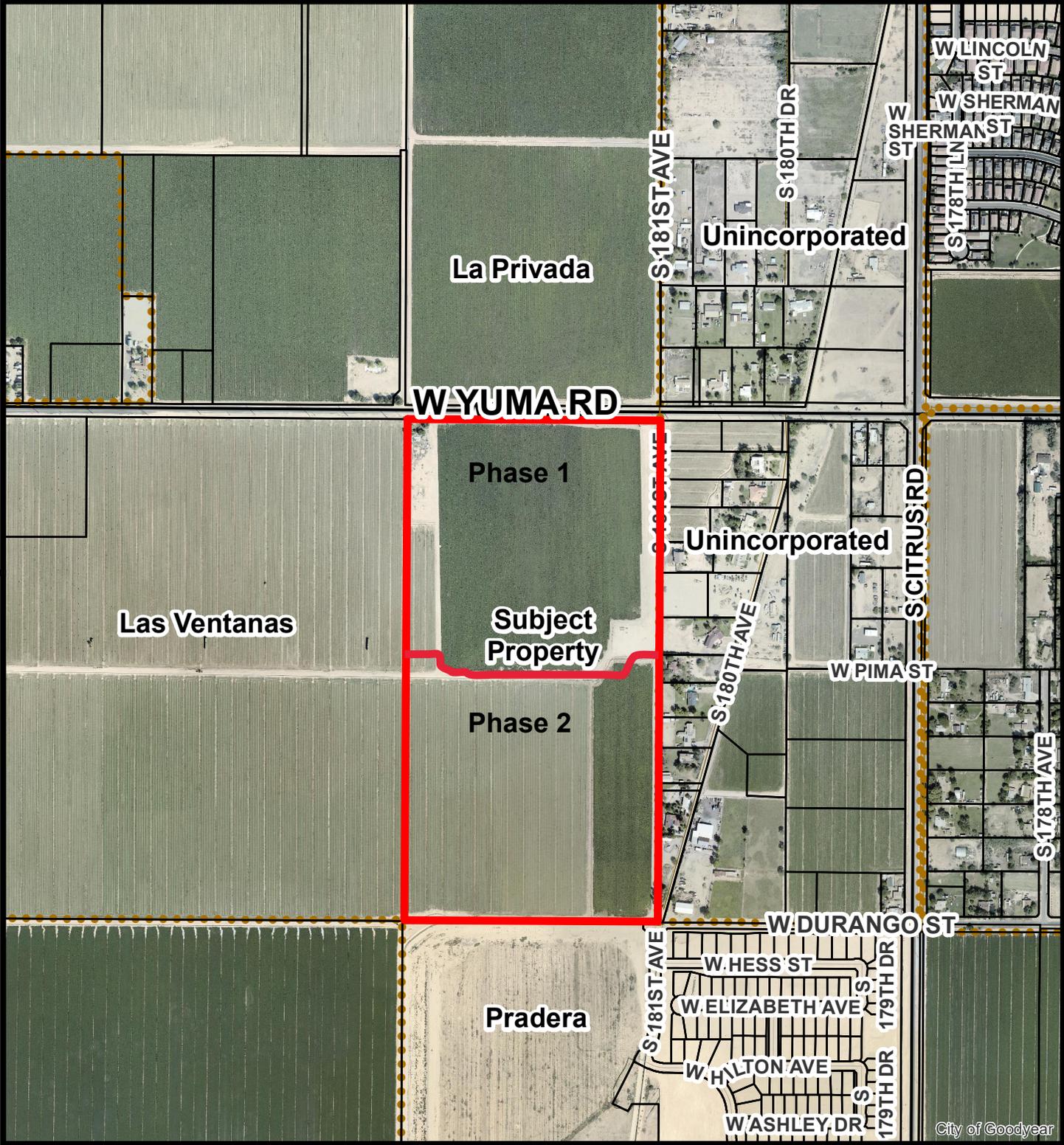
Attachments

Aerial Photo

Preliminary Plat Council Action Report

Paseo Place Phase 2 - Final Plat

Aerial Photo Exhibit Paseo Place Final Plats



City of Goodyear

Drawn By: Guadalupe Ortiz Cortez
 City of Goodyear Development Services Department
 Date: March 23, 2021



AGENDA ITEM #: _____
DATE: August 24, 2020
CAR #: 2020-7015



CITY COUNCIL ACTION REPORT

SUBJECT: Preliminary Plat for Paseo Place

CASE NUMBER: 20-500-00003

STAFF PRESENTER: Alex Lestinsky, Senior Planner

APPLICANT: Dawn Fortuna, Paradigm Design

Summary: Preliminary Plat for Paseo Place (formerly Paseo Place Parcel 2), subdividing approximately 80 acres of property into 295 lots and 22 tracts.

Recommendation:

Approve the preliminary plat for Paseo Place attached hereto, subject to the following stipulations:

1. Phasing of the Development of the property within the Preliminary Plat for Paseo Place is not approved by the approval of this preliminary. If Owner/Developer wishes to phase the development of the Property a written phasing plan consistent with the requirements for a phasing plan as defined in the Second Amended & Restated Development Agreement for Paseo Place Parcel 2 recorded August 26, 2016 as 2016-0614477 of the Official Records of Maricopa County, Arizona and the obligations therein. The written phasing plan shall be submitted to the City Engineer or his designee for review who will review the proposed phasing plan and who may deny, approve or modify the phasing plan in his/her sole discretion.
2. Property Owner shall, at no cost to the City, construct or make in-lieu payments for all infrastructure improvements, whether within the boundaries of the Property or outside the boundaries of the Property, that are: (i) required for the City to provide water and wastewater services to the Property; (ii) required to be constructed under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required to be constructed pursuant to any development agreement with the City regarding the development of the Property; and /or (iv) required to be constructed pursuant to the stipulations herein ("Owner's Infrastructure Obligations");
3. Property Owner shall dedicate, at no cost to the City, all rights-of-way and/or easements, whether within the boundaries of the Property or outside the boundaries of the Property that are: (i) needed for the construction of infrastructure improvements

required for the City to provide water and wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; and/or (iv) required for the construction of infrastructure improvements required to be constructed pursuant to the stipulations herein. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by the terms of a development agreement with the City regarding the development of the Property, all dedications shall be made prior to or concurrent with recordation of a final plat that includes the area in which the dedicated property is located as required by the City Engineer or his designee. The rights-of-way to be dedicated include, but are not limited to the following:

- a. South half of Yuma Road right-of-way, 75 feet from centerline;
 - b. North half of Durango Street right-of-way, 30 feet from centerline;
 - c. East half of 183rd Avenue right-of-way, 30 feet from centerline for the sections of 183rd Avenue to be constructed;
4. Except as otherwise provided herein, Property Owner shall, at no cost to the City, construct Half-Street Improvements along and adjacent to the boundaries of the Property for the following roadways. Half-Street Improvements are the improvements required in the Engineering Design Standards and Policies Manual for the applicable street designation (i.e. scenic, major arterial, arterial, major collector, collector etc.) and include, but are not limited to curb, gutter, sidewalk, paving, half street width of medians if required, half of median landscaping, landscaping, landscape irrigation, street lights, signing and striping.
- a. Half-Street Improvements to the section of Yuma Road along and adjacent to the frontage of the Property. The construction of the Half-Street Improvements to Yuma Road, shall include the removal and replacement of the existing concrete roadway located beneath the A/C pavement in Yuma Road.
 - b. Half-Street Improvements to the section of Durango Street along and adjacent to the frontage of the Property.
 - c. Half-Street Improvements to the section of 183rd Avenue adjacent to the frontage of the Property between Durango Street through the southern entry into the Property (W. Hualapai Street alignment).
 - d. Half-Street Improvements to the section of 183rd Avenue adjacent to the frontage of the Property between Yuma Road through the northern entry into the Property (W. Yavapai Street alignment).

Notwithstanding the foregoing, at the request of the City Engineer or designee, rather than constructing the median and installing the median landscaping, Property Owner

shall remit to the City an in-lieu payment for one-half the cost of a full median and full-median landscaping, for any required median. The in-lieu payment for the median shall be based on the estimated cost of the improvements as determined by the City Engineer or designee and the in-lieu payments for the medians and median landscaping shall be paid prior to the recordation of the first final plat subdividing all or part of the property adjacent to the roadway where a median is to be installed

5. Property Owner is responsible for constructing or making in-lieu payments for the costs of designing and constructing various traffic signals located at intersections adjacent to the Property, including the traffic signals set forth below. Property Owner shall dedicate to the City, lien free and at no cost to the City, the right-of-way within the Property needed for the eventual construction of all required traffic signals prior to the recordation of the final plat that includes any portion of the Property adjacent to the intersection where a traffic signal is to be constructed or earlier if requested in writing by the City Engineer or his designee.
 - a. If a traffic signal at the intersection of Yuma Road and 183rd Avenue is not constructed but warranted when development of the Property commences, Property Owner shall, unless requested by the City Engineer or his designee to make an in-lieu payment to the City towards the cost of the of the signal, construct the full traffic signal at the intersection (i.e. all four legs of the signal). If a traffic signal at the intersection of Yuma Road and 183rd Avenue is either not warranted or has been or is being constructed when development of the Property commences, Property Owner shall make an in-lieu payment to the City towards the cost of the signal. The in-lieu payment shall be in the amount of 25% of the cost of the full traffic signal at the intersection (i.e. all four legs of the signal), which shall be based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his designee.
 - b. If a traffic signal at the intersection of Durango Street and 183rd Avenue is not constructed but warranted when development of the Property commences, Property Owner shall, unless requested by the City Engineer or his designee to make an in-lieu payment to the City towards the cost of the of the signal, construct the full traffic signal at the intersection (i.e. all four legs of the signal). If a traffic signal at the intersection of Durango Street and 183rd Avenue is either not warranted or has been or is being constructed when development of the Property commences, Property Owner shall make an in-lieu payment to the City towards the cost of the signal. The in-lieu payment shall be in the amount of 25% of the cost of the full traffic signal at the intersection (i.e. all four legs of the signal), which shall be based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his designee.
6. Property Owner shall, at no cost to the City, construct all water infrastructure improvements needed for the City to provide water service to the Property. Except as otherwise provided in any development agreement with the City regarding the

development of the Property, Property Owner shall, at no cost to the City, construct all Regional Water Delivery Lines identified in the Cost Recovery Resolution - Water Delivery Lines as benefitting the Property.

7. Property Owner shall, at no cost to the City, construct all wastewater infrastructure improvements needed for the City to provide wastewater service to the Property. Except as otherwise provided in any development agreement with the City regarding the development of the Property, Property Owner shall, at no cost to the City, construct all Regional Wastewater Trunk Lines identified in the Cost Recovery Resolution – Wastewater Trunk Lines as benefitting the Property.
8. Prior to recordation of the first Final Plat subdividing all or part of the Property or the approval of the first site plan for development with the Property, whichever is earlier, Property Owner shall remit; (i) \$198,487 to the City as set forth in the Second Amended & Restated Development Agreement for Paseo Place Parcel 2; (ii) except as otherwise provided in a development agreement with the City regarding the development of the Property, all reimbursement payments owed under the Cost Recovery Resolution – Water Delivery Lines for all fully completed Regional Water Delivery Lines that were not constructed solely by the owner of the Property; (iii) except as otherwise provided in a development agreement with the City regarding the development of the Property, all reimbursement payments owed under the Cost Recovery Resolution – Wastewater Trunk Lines for all fully completed Regional Wastewater Trunk Lines that were not constructed solely by the owner of the Property; (iv) all other payments owed for Regional Water Delivery Lines identified in the Cost Recovery Resolution – Water Delivery Lines as benefitting the Property that the owner of the Property has not constructed and will not construct in their entirety; and (v) all other payments owed for Regional Wastewater Trunk Lines identified in the Cost Recovery Resolution – Wastewater Trunk Lines as benefitting the Property that the owner of the Property has not constructed and will not construct in their entirety.
9. Any modifications to irrigation facilities shall be coordinated with the appropriate Irrigation District/private owner;
10. At the time of development, all new or existing utilities shall be placed underground except power lines 69 kV or larger;
11. The Public Sales Report and final plat shall include a statement that Paseo Place is in the vicinity of a 230kV overhead electric line planned along the west side of Perryville Road;
12. Property Owner shall provide a waiver agreement for each initial homebuyer to sign, and shall include the following statement in the waiver agreement as well as a similar statement in the Public Sales Report and on the final plat: "Paseo Place is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflights and by the operation of aircraft landing at or taking off from the Phoenix-Goodyear Airport and Luke Air Force Base. The Owner does release and discharge the City of Goodyear from any liability for any and all claims for future damages and complaints of any kind to persons or property that may arise at any time in the future from the operation of such aircraft near and over the area."

13. Property Owner shall note on the final plat and disclose in the Public Sales Report the proximity of the proposed Loop 303, which may subject the property to noise;
14. The Public Sales Report and final plat shall include a statement that Paseo Place is subject to attendant noise, vibrations, dust and all other effects that may be caused by overflights and by the operation of aircraft landing at, or taking off from, Luke Air Force Base and/or the Phoenix-Goodyear Airport;
15. Property Owner shall post signage within all subdivision sales offices identifying the location of the Luke Air Force Base Accident Potential Zones (APZs), 65 Ldn and higher noise contours, and departure corridors, as well as the Phoenix-Goodyear Airport Traffic Pattern Area and noise contours per the Goodyear General Plan 2003-2013 (Policy B-3e of Section 9.2). This display shall include a twenty-four by thirty-six inch (24"x36") map at the main entrance of such sales facility and shall include the approximate locations of the homes or apartments being sold or leased clearly depicted. The required contents of the map shall be provided by the City of Goodyear;
16. The following information shall be disclosed in the public sales report and final plat and shall be provided in a separate acknowledgment, which shall run with the land, for each initial homebuyer to sign: "Paseo Place is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses";
17. Property Owner shall establish a Homeowner's Association (HOA) for Paseo Place, with said HOA owning and maintaining all open space areas, trails, and other community amenities;
18. The Property Owner shall apply to the Department of Water Resources (DWR) for the extinguishment of the Type 1 Rights appurtenant to Paseo Place and request that any assured water supply credits issued by DWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of any final plat for the property;
19. If a phasing plan is approved for the Property, open space improvements and associated amenities located within a phase of development shall be substantially completed prior to issuance of the first Certificate of Occupancy for any single-family dwelling unit within that phase, otherwise they shall be substantially completed prior to issuance of the first Certificate of Occupancy for any single-family dwelling unit within the Property other than model homes;
20. The Property Owner shall establish a Homeowners Association (HOA) for Paseo Place, with said HOA owning and maintaining all open space areas, trails, and other community amenities and maintaining all arterial and collector road rights-of-way landscaping except for arterial median landscaping. A note shall be placed on each final plat indicating HOA ownership and maintenance responsibilities of these tracts;
21. A note shall be included on the final plat that requires each homebuyer to sign an acknowledgment statement accepting maintenance responsibility for the landscaping between the sidewalk and curb in front of their home, and the side yard for homes on corner lots. The CC&Rs for Paseo Place shall state that the HOA will enforce maintenance if there is non-compliance with this requirement;

22. The Decorative Street Light poles shall be reviewed and approved by the city during the review of the construction drawings and the final plat shall include a note that all of the Decorative Street Light poles are to be owned and maintained by the the HOA.

Fiscal Impact: Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development.

Background and Previous Actions

The General Plan Land Use Plan designates the subject property as ‘Neighborhoods’. The ‘Neighborhoods’ land use category provides areas for the growth and development of neighborhoods having a wide range of densities and housing types.

On June 11, 2006, the City Council adopted Ordinance No. 06-1009 which annexed the property and Ordinance 06-1007 which zoned the property to Single Family (R1-6) subject to the standards contained in the Paseo Ridge Phase 1 Rezone Development Plan dated May 9, 2006.

The parcel Paseo Ridge parcels were renamed using the Paseo Place moniker and the parcel being rezoned was identified as Paseo Place. Paseo Place Parcel 1 is being proposed as part of the La Privada development, therefore Paseo Place Parcel 2 will now move forward under the name Paseo Place.

The property is currently undergoing a request to rezone from R1-6 to R1-4. On April 27, 2015, the City Council approved the preliminary plat for Paseo Place, proposing a subdivision of the property into 214 lots. This new preliminary plat is proposed in compliance with the proposed rezoning that is taking place concurrently. If the rezoning of the property is not approved, this preliminary plat will be non-compliant with the 2006 zoning.

The Planning and Zoning Commission recommended approval (6-0) of the request at the August 12, 2020 meeting.

Staff Analysis

Current Policy:

Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. The preliminary plat presented herein, subject to the satisfaction of the conditions of

approval and as discussed below, satisfies the foregoing requirements. An approved preliminary plat shall expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the property included in the preliminary plat or an extension has been obtained.

Details of the Request:

The request is to subdivide approximately 80 acres into 295 lots and 22 tracts. The subdivision will be accessed from 183rd Avenue which is to be developed with this property.

Surrounding development includes:

- North – The proposed La Privada residential development with a proposed density of 3.10 du/ac.
- East – Undeveloped Maricopa County single-family residential lots, one to five acres in size, zoned Rural Residential (R-43)
- South – The approved Pradera residential development with a density of 3.10 du/ac
- West – The approved Las Ventanas residential development with a density of 3.01 du/ac

The typical lots within the subdivision will be 45 & 50-feet wide and 120-feet deep. As identified in the R1-4 zoning district, minimum setbacks are 20-feet to a front facing garage (10-feet to patios, livable space, and side entry garages), 5-feet for the sides, and 20-feet for the rear. Lot coverage is 60%. The maximum building height is 30 feet. A specific housing product or homebuilder has yet to be determined.

The Zoning Ordinance requires a 5-acre park located within a ¼ mile walking distance of all dwelling units for developments that are 40 acres in size or larger. Given the 80 acres of this development, the Ordinance would require two 5-acre parks. Paseo Place is proposing a 2.21-acre park and a 3.76-acre park at the entrances of the community. Although this does not meet the minimum, given the shape of the parcel and the presence of a 9.93-acre emergency conveyance channel necessary to the development that will also be utilized as an active trail, staff finds that the proposal is justified.

The Ordinance approving the R1-4 zoning in Paseo Place included stipulations regarding the amenities that would be provided to support the R1-4 zoning. The preliminary plat provides for these elements as follows:

Amenity Elements:

1. Additional Internal Park Amenities – The landscape plan includes a full-size basketball court and pickleball court
2. Additional Internal Park Amenities – The sports courts will be lighted, which goes beyond the requirements of the Parks Master Plan.

Connectivity Elements:

1. Trail System Connections – Paseo Place includes a connection of the Maricopa Trail and an enhanced trail within the emergency conveyance channel along the east boundary. Additionally, a publicly accessible trail is provided along the west boundary adjacent to Las Ventanas.

2. Lot Diversity, i.e., at least 30% of the lots within the area zoned R1-4 are at least 50 feet wide.
3. No Subdivision Perimeter Wall – Paseo Place does not have a perimeter wall restricting connectivity from the trail systems to internal amenities or homes.
4. Infill Development – This site is located within a growth area as defined by the General Plan.

Streetscape Elements:

1. Detached Sidewalks – The local street details have been designed to include detached sidewalks meeting the Zoning Ordinance requirements.
2. Paving Material, Entrances – At the two main entrances, alternative paving will be provided to enhance the entry.
3. Decorative streetlights – Decorative streetlights will be provided and shall be maintained by the HOA. The review of the streetlights will be conducted during the construction drawing review per stipulation #14.
4. West Goodyear theming – Shaded bench areas, in keeping with the theming of West Goodyear as currently provided in Las Brisas, are provided in the landscape for consistency throughout West Goodyear.

School Districts:

The subject property is located within the Liberty Elementary School District and the Buckeye Union High School District.

Luke Air Force Base and Phoenix Goodyear Airport:

The subject property is located in the vicinity of Luke Air Force Base and the Phoenix Goodyear Airport Traffic Pattern Airspace. A stipulation has been included to require a general note on the final plat to inform the public and homeowners of base and airport operations and the potential for attendant noise and potential over-flights.

Fire Department:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#184/181	5.91	2.96	6.86	3.43	#185	14.86	7.43	15.81	7.91

Police Department:

This parcel is located within an existing patrol beat and the current level of service within the patrol beat can accommodate development of the property.

Solid Waste/Recycling:

Solid waste and recycling will be provided by the city of Goodyear.

Water/Wastewater:

Water and wastewater services will be provided by the city of Goodyear.

Streets/Transportation:

The parcel will be accessible by two points of entry off of 183rd Avenue. All streets within the subdivision will be public and constructed to city standards.

Attachments

1. Aerial Photo
2. Preliminary Plat

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)SS

KNOW ALL MEN BY THESE PRESENTS:

THAT KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "PASEO PLACE PHASE 2", THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR THE STREETS, IN FEE, SHOWN ON SAID PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DECLARES ALL TRACTS SHOWN ON SAID PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS OF THE LOTS SHOWN ON SAID PLAT AND THE MEMBERS OF THE VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION; AND SUBJECT TO THE EASEMENTS AND COVENANTS HEREIN, DEDICATES AND CONVEYS TO THE VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, TRACTS I-T INCLUSIVE AND TRACT V AS SHOWN ON SAID PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR EXCLUSIVE PUBLIC UTILITY EASEMENTS ("PUE") IN TRACTS AND IN LOTS, AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC UTILITIES IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITEES; ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND/OR REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR PERPETUAL NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS J, L, S, AND T INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "DRAINAGE EASEMENT AREAS" FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM WATER FLOWS; THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN GRADING AND DRAINAGE IMPROVEMENT PLANS APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "DRAINAGE FACILITIES"). OWNER OF TRACTS J, L, S, AND T, AT OWNER'S EXPENSE SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING OR CAUSING THE CONSTRUCTION OR INSTALLATION OF THE DRAINAGE FACILITIES AND FOR MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION, REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE "MAINTENANCE WORK"). THE CITY OF GOODYEAR IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT, IF THE GOODYEAR CITY ENGINEER, THE GOODYEAR DIRECTOR OF PUBLIC WORKS AND/OR THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY OF GOODYEAR MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNER SHALL REIMBURSE THE CITY OF GOODYEAR FOR ALL COSTS THE CITY OF GOODYEAR INCURS IN PERFORMING ANY MAINTENANCE WORK AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY OF GOODYEAR HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THESE DRAINAGE EASEMENTS. THE DRAINAGE EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS J, L, S, AND T.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, PERPETUAL, NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS J, L, S AND T INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "DRAINAGE EASEMENT AREAS") FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS; THE CONSTRUCTION INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN GRADING AND DRAINAGE IMPROVEMENT PLANS APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "DRAINAGE FACILITIES"). THE VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR THE MAINTENANCE REPAIR AND REPLACEMENT OF ALL DRAINAGE FACILITIES INSTALLED WITHIN THE DRAINAGE EASEMENT AREAS.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AND VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION PERPETUAL, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS DESIGNATED AS "V.N.A.E." AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENT AREAS") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS VEHICLE NON-ACCESS EASEMENT AREAS. HE VEHICLE NON-ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

THE CITY OF GOODYEAR AGREES TO ALLOW THE CONSTRUCTION OF ENHANCED PAVEMENT OVER THE AREA DESIGNATED AS ENHANCED PAVEMENT AREA, WITHIN W. HUALAPAI STREET, WHICH IS CONVEYED TO THE CITY OF GOODYEAR HEREIN SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. THE ENHANCED PAVEMENT SHALL BE INSTALLED AT OWNER'S/DEVELOPER'S SOLE COST, IN ACCORDANCE WITH CONSTRUCTION PLANS APPROVED BY THE GOODYEAR CITY ENGINEER. UPON COMPLETION OF THE ENHANCED PAVEMENT AND ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY ENGINEER FOLLOWING THE EXPIRATION OF A TWO-YEAR WARRANTY PERIOD. VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION ("HOA") AGREES, AT ITS SOLE COST TO MAINTAIN, REPAIR AND REPLACE THE ENHANCED PAVEMENT SO THAT THE ENHANCED PAVEMENT IMPROVEMENTS REMAIN IN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN ACCEPTED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. ALL PERMITS REQUIRED BY THE BY THE CITY FOR UNDERTAKING WORK WITHIN THE CITY STREETS/RIGHTS-OF-WAY SHALL BE OBTAINED. HOA EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE ENHANCED PAVEMENT, INCLUDING THE FAILURE TO MAINTAIN THE ENHANCED PAVEMENT AS REQUIRED HEREIN. EXCEPT AS PROVIDED HEREIN, HOA SHALL REPAIR, REPLACE AND/OR MAINTAIN THE ENHANCED PAVEMENT IMPROVEMENTS WITHIN SIXTY (60) CALENDAR DAYS OF A REQUEST FROM THE CITY OF GOODYEAR TO UNDERTAKE REPAIRS, REPLACEMENT AND/OR MAINTENANCE OF THE ENHANCED PAVEMENT IMPROVEMENTS. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL HAVE THE ABILITY TO MAKE REPAIRS TO ITS ROADS, INCLUDING WITHIN THE ROAD WITHIN THE ENHANCED PAVEMENT AREA IN ANY FASHION IT DEEMS NECESSARY WITHOUT NOTICE TO THE HOA WHEN THE CITY OF GOODYEAR ENGINEER OR HIS/HER DESIGNEE DETERMINES THE CONDITIONS OF THE ENHANCED PAVEMENT IMPROVEMENTS PRESENT A SAFETY RISK TO THE TRAVELING PUBLIC AND REQUIRE REPAIRS SOONER THAN THE SIXTY (60) CALENDAR DAY TIME FRAME REFERRED TO HEREIN. IN SUCH CASES, THE REPAIRS OR REPLACEMENTS THE CITY MAKES WILL BE LIMITED TO REPAIRS TO PRESERVE THE INTEGRITY OF THE ROAD, NOT THE ENHANCED PAVEMENT IMPROVEMENTS, AND FOLLOWING SUCH IMPROVEMENTS, THE CITY SHALL NOTIFY THE HOA OF THE NEED FOR REPAIRS, REPLACEMENTS AND/OR MAINTENANCE SO THAT THE ENHANCED PAVEMENT IMPROVEMENTS REMAIN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN ACCEPTED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. IF THE HOA FAILS TO COMPLETE SUCH REPAIRS WITHIN THE SIXTY (60) CALENDAR DAYS OF A REQUEST FROM THE CITY ENGINEER OR HIS/HER DESIGNEE TO UNDERTAKE SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE; AND IF THE CITY UNDERTAKES SUCH WORK, THE HOA SHALL REIMBURSE THE CITY FOR THE COST THE CITY INCURRED IN UNDERTAKING SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE. THE CITY SHALL HAVE THE RIGHT TO BRING PROCEEDINGS AT LAW OR EQUITY TO ENFORCE THE HOA'S OBLIGATIONS HEREUNDER AND SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT FEES AND REASONABLE ATTORNEY'S FEES, INCURRED IN ITS EFFORTS TO ENFORCE THE HOA'S OBLIGATIONS HEREUNDER.

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, THE CITY OF GOODYEAR AGREES TO ALLOW THE INSTALLATION OF DECORATIVE STREET LIGHTS (I.E. STREET LIGHTS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES OR HIS/HER DESIGNEE) THAT DEVIATE FROM APPLICABLE STANDARDS IN THE ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL) SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. OWNERS/DEVELOPERS SHALL INSTALL THE DECORATIVE STREET LIGHTS IN ACCORDANCE WITH CONSTRUCTION PLANS APPROVED BY THE GOODYEAR CITY ENGINEER AT OWNERS' DEVELOPERS' SOLE COST. THE DECORATIVE STREET LIGHTS WILL BE OWNED AND MAINTAINED BY THE VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION ("HOA"). VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION AGREES, AT ITS SOLE COST TO MAINTAIN, REPAIR AND REPLACE DECORATIVE STREET LIGHTS SO THEY REMAIN IN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN FIRST COMPLETED. HOA SHALL PROMPTLY REPLACE BURNED OUT LIGHT BULBS. ALL PERMITS REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN THE CITY STREETS/RIGHTS-OF-WAY SHALL BE OBTAINED. HOA EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE DECORATIVE STREET LIGHTING INSTALLED WITHIN THE PREMISES DESCRIBED HEREIN, INCLUDING THE FAILURE TO MAINTAIN THE DECORATIVE STREET LIGHTS AND TO REPLACE LIGHT BULBS AS THEY BURN-OUT. EXCEPT AS PROVIDED HEREIN, HOA SHALL REPAIR, REPLACE AND/OR MAINTAIN THE DECORATIVE STREET LIGHTS WITHIN THIRTY (30) CALENDAR DAYS OF A REQUEST FROM THE CITY OF GOODYEAR TO UNDERTAKE REPAIRS, REPLACEMENT AND/OR MAINTENANCE OF THE DECORATIVE STREET LIGHTS. THE HOA SHALL REPLACE BURNED OUT LIGHT BULBS IN THE DECORATIVE STREET LIGHTS WITHIN THREE (3) BUSINESS DAYS OF DISCOVERY A BULB IS BURNED OUT. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL HAVE THE ABILITY TO MAKE TAKE ACTION IT DEEMS NECESSARY WITHOUT NOTICE TO THE HOA WHEN THE CITY OF GOODYEAR ENGINEER OR HIS/HER DESIGNEE DETERMINES THE CONDITIONS OF THE DECORATIVE STREET LIGHT(S) PRESENT A SAFETY RISK TO THE TRAVELING PUBLIC AND REQUIRE REPAIRS SOONER THAN THE THIRTY (30) CALENDAR DAY TIME FRAME REFERRED TO HEREIN. IN SUCH CASES, THE REPAIRS OR REPLACEMENTS THE CITY MAKES WILL BE LIMITED TO REPAIRS TO PRESERVE THE INTEGRITY AND SAFETY OF THE STREETS. THE CITY SHALL NOTIFY THE HOA OF THE ACTIONS TAKEN AND THE HOA SHALL, WITHIN THIRTY (30) DAYS OF THE RECEIPT OF SUCH NOTICE, COMPLETE WHATEVER REPAIRS, REPLACEMENTS AND/OR MAINTENANCE IS REQUIRED SO THAT THE DECORATIVE STREET LIGHT REMAIN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN FIRST COMPLETED. IF THE HOA FAILS TO COMPLETE ANY OF THE WORK REQUIRED HEREIN WITHIN THE REQUIRED TIME FRAMES AFTER A REQUEST FROM THE CITY ENGINEER OR HIS/HER DESIGNEE TO UNDERTAKE SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE; AND IF THE CITY UNDERTAKES SUCH WORK, THE HOA SHALL REIMBURSE THE CITY FOR THE COST THE CITY INCURRED IN UNDERTAKING SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE. THE CITY SHALL HAVE THE RIGHT TO BRING PROCEEDINGS AT LAW OR EQUITY TO ENFORCE THE HOA'S OBLIGATIONS HEREUNDER AND SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT FEES AND REASONABLE ATTORNEY'S FEES, INCURRED IN ITS EFFORTS TO ENFORCE THE HOA'S OBLIGATIONS HEREUNDER.

KB HOME PHOENIX INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR PERPETUAL SEWER AND ACCESS FACILITIES EASEMENT UPON, OVER, ACROSS AND UNDER ALL AREAS WITHIN TRACT T DESIGNATED AS "SEWER EASEMENT" (THE "SEWER EASEMENT AREA") FOR THE PURPOSES OF ENTERING UPON, CONSTRUCTING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REPAIRING, REMOVING, AND/OR REPLACING UNDERGROUND WASTEWATER/SEWER LINES, APPURTENANCES TO SUCH WASTEWATER/SEWER LINES AND ACCESS FACILITIES OVER THE SEWER EASEMENT AREA THAT WILL SUPPORT HE HEAVIEST SERVICE VEHICLES USED BY THE CITY TO SERVICE THE UNDERGROUND WASTEWATER/SEWER LINES OR REPAIRING SEWER LINES AND APPURTENANCES. OTHER THAN THE WASTEWATER/SEWER LINES CONSTRUCTED WITHIN THE SEWER EASEMENT AREA, NO OTHER UNDERGROUND IMPROVEMENTS SHALL BE CONSTRUCTED WITHIN THE SEWER EASEMENT AREA EXCEPT AS MAY BE NEEDED FOR OTHER UNDERGROUND UTILITIES TO CROSS THE SEWER EASEMENT AREA AND ONLY UPON THE CONSENT OF THE CITY. NO BUILDINGS, STRUCTURES OR WELL SHALL BE CONSTRUCTED WITHIN THE SEWER EASEMENT AREA. THE SEWER EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE SEWER EASEMENT AREA.

KB HOMES PHOENIX, INC., AN ARIZONA CORPORATION, AS OWNER, DEDICATES TO THE VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION FOR THE BENEFIT OF THE MEMBERS OF THE VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION AND THE GENERAL PUBLIC A PERPETUAL, NON-EXCLUSIVE PEDESTRIAN ACCESS EASEMENT ON, OVER AND ACROSS THE AREA WITHIN TRACT R IDENTIFIED AS "P.A.E." AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "P.A.E. ACCESS AREA") FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING, AND REPLACING ACCESS IMPROVEMENTS AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER THE P.A.E. ACCESS AREA. THE PEDESTRIAN ACCESS EASEMENT DEDICATED HEREON RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OF TITLE TOT ALL OR PART OF THE P.A.E. ACCESS EASEMENT AREA.

SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

BY: KB HOME PHOENIX INC., AN ARIZONA CORPORATION

BY: _____ DATE: _____

ITS: _____

FINAL PLAT OF PASEO PLACE PHASE 2

A SUBDIVISION SITUATED IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

HOMEOWNER'S ASSOCIATION RATIFICATION:

BY THIS RATIFICATION AND CONSENT, VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACTS I, J, K, L, M, N, O, P, Q, R, S, T AND V REFLECTED HEREIN, THE DEDICATION OF THE DRAINAGE EASEMENTS REFLECTED HEREIN, THE RESTRICTIVE COVENANTS APPLICABLE TO TRACTS J, L, S AND T REFLECTED HEREIN, THE RESTRICTIVE COVENANTS, AND THE MAINTENANCE RESPONSIBILITY AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

THIS THE ____ DAY OF _____, 2021

VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)SS

KNOW ALL MEN BY THESE PRESENTS:

ON THIS ____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE _____ OF VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA.

THIS ____ DAY OF _____, 2021

BY: _____ ATTEST: _____
MAYOR, GEORGIA LORD CLERK, DARCI MCCrackEN

APPROVED BY THE ENGINEER OF THE CITY OF GOODYEAR, ARIZONA.

THIS ____ DAY OF _____, 2021

BY: _____
CITY ENGINEER, SUMEET MOHAN

UTILITY SERVICES

WATER: CITY OF GOODYEAR
SEWER: CITY OF GOODYEAR
ELECTRIC: ARIZONA PUBLIC SERVICE COMPANY
GAS: SOUTHWEST GAS COMPANY
TELEPHONE: CENTURY LINK COMMUNICATIONS AND COX COMMUNICATIONS
SOLID WASTE DISPOSAL: CITY OF GOODYEAR
POLICE PROTECTION: CITY OF GOODYEAR (AND A PRIVATE PATROL)
FIRE PROTECTION AND EMERGENCY SERVICES DISPATCH: CITY OF GOODYEAR
CABLE TELEVISION: COX COMMUNICATIONS

SHEET INDEX

SHEET 1: COVER, KEY MAP SHEET INDEX
SHEET 2: LOT SUMMARY TABLE, TRACT SUMMARY TABLE, NOTES, LEGEND AND DETAILS.
SHEETS 3: TYPICAL PLAT PLAN SHEET, CURVE TABLE
SHEETS 4: TYPICAL PLAT PLAN SHEET, LINE TABLE

OWNER

KB HOME PHOENIX INC., AN ARIZONA CORPORATION
10429 S. 51ST STREET, SUITE 100
PHOENIX, AZ 85044
CONTACT: JANELLE SPEAKE
PH: 480-758-3045
EMAIL: JSPEAKE@KBHOME.COM

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)SS

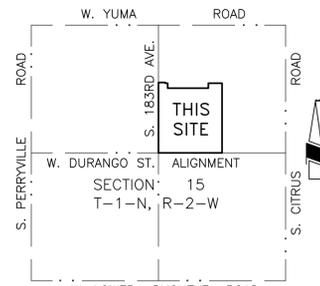
KNOW ALL MEN BY THESE PRESENTS:

ON THIS ____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE _____ OF KB HOME PHOENIX INC., AN ARIZONA CORPORATION AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES _____



VICINITY MAP N.T.S.

LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15 FROM WHICH THE NORTHEAST CORNER THEREOF BEARS SOUTH 89 DEGREES 30 MINUTES 34 SECONDS EAST, A DISTANCE OF 2645.95 FEET;

THENCE SOUTH 00 DEGREES 30 MINUTES 20 SECONDS WEST, ALONG THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 1,204.14 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID WEST LINE, SOUTH 89 DEGREES 29 MINUTES 40 SECONDS EAST, A DISTANCE OF 140.00 FEET;

THENCE SOUTH 00 DEGREES 30 MINUTES 20 SECONDS WEST, A DISTANCE OF 15.87 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00 DEGREES 30 MINUTES 20 SECONDS WEST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS EAST, A DISTANCE OF 836.69 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 1.20 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS EAST, A DISTANCE OF 246.13 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF;

THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 1,427.54 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF;

THENCE NORTH 89 DEGREES 27 MINUTES 10 SECONDS WEST, ALONG THE SOUTH LINE OF SAID WEST HALF, A DISTANCE OF 1,322.63 FEET TO THE CENTER OF SAID SECTION 15;

THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF SAID WEST HALF, A DISTANCE OF 1,441.25 FEET TO THE POINT OF BEGINNING.

AREA

PHASE 2: 1,804,860 SQ. FT. OR 41.434 ACRES MORE OR LESS

BASIS OF BEARING

THE BASIS OF BEARING USED FOR THIS PLAT IS S89°30'34"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 15, T-1-N, R-2-W.

FLOOD PLAIN

THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" (DOTTED) PER "F.E.M.A." FLOOD CONTROL MAP NO. 04013C2140L, DATED: OCTOBER 16, 2013. ZONE "X" (DOTTED) IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

SURVEYOR'S STATEMENT

I, JASON A. SEGNERI, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, AND MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS. ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: [Signature]

JASON A. SEGNERI, R.L.S.
ARIZONA NO. 35833
22415 N. 16TH STREET
PHOENIX, ARIZONA, 85024
PH: 480-922-0780
JSEGNER@RICKENGINEERING.COM



PASEO PLACE PHASE 2

COVER SHEET SHEET 1 OF 4
RICK ENGINEERING COMPANY
22415 NORTH 16TH STREET PHOENIX, AZ 85024 602.957.3350
JOB NUMBER 4548N PREPARED BY: DSR DATE PREPARED: APR 2021

NOTES

- THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.
- NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
- NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
- IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING.
 - THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
 - DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
 - MAINTENANCE SHALL INCLUDE, BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
 - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
 - IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
- ALL LANDSCAPING WITHIN THE STREET RIGHTS-OF-WAY FOR SOUTH 183RD AVENUE, YUMA ROAD, AND DURANGO STREET SHALL BE MAINTAINED BY THE PASEO PLACE COMMUNITY ASSOCIATION.
- STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL BE PLACED LESS THAN EIGHT (8) FEET APART.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF ALL STORMWATER MANAGEMENT FACILITIES.
- THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE. THE OWNER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR AND THE DEVELOPER FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR FUTURE DAMAGES TO PERSONS OR PROPERTY AND COMPLAINTS OF ANY KIND THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE OPERATION OF SUCH AIRCRAFT NEAR AND OVER THE AREA.
- THIS DEVELOPMENT IS IN PROXIMITY TO THE INTERSTATE 10 FREEWAY AND THE PROPOSED LOOP 303 FREEWAY AND MAY BE SUBJECT TO POTENTIAL NOISE INTRUSION, VIBRATIONS, DUST AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY SAID FREEWAYS AND THE CONSTRUCTION OF THEREOF.
- THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
- ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND. EXCLUDING POWER LINES 69 KV AND LARGER.
- ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH A CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- THE CITY IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN DEVELOPMENT.
- MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION.
- MAINTENANCE OF LANDSCAPING THAT LIES BETWEEN THE SIDEWALK AND BACK OF CURB OF ALL LOCAL STREETS WITHIN THE FRONT OF A SINGLE FAMILY RESIDENCE SHALL BE THE MAINTAINED BY THE HOA.
- ALL CORNER LOTS AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES UNLESS SEPARATED BY A 35' LANDSCAPE SETBACK.
- NO MORE THAN THREE TWO-STORY HOMES MUST BE ALLOWED SIDE BY SIDE, AND THREE CONSECUTIVE TWO-STORY HOMES MUST BE FOLLOWED BY A MINIMUM OF TWO ONE-STORY HOMES.
- DRIVEWAYS ON KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT OPPOSITE THE ADJACENT REAR LOT LINE.
- DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION, THIS INCLUDES LOTS 150, 165, 166, 190, 191, 201, 202, 212, 213, 276.
- AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS, THIS INCLUDES LOTS 242, 253.
- SIGNAGE SHALL BE POSTED WITHIN ALL SUBDIVISION SALES OFFICES IDENTIFYING THE LOCATION OF THE LUKE AIR FORCE BASE ACCIDENT POTENTIAL ZONES (APZS), 65 LDN AND HIGHER NOISE CONTOURS AND DEPARTURE CORRIDORS AS WELL AS THE PHOENIX-GOODYEAR AIRPORT TRAFFIC PATTERN AREA AND NOISE CONTOURS AS SUGGESTED IN GENERAL PLAN 2003-2013 (POLICY B-3 E OF SECTION 92) THIS DISPLAY SHALL INCLUDE A TWENTY-FOUR INCH BY THIRTY-SIX INCH (24" X 36") MAP AT THE MAIN ENTRANCE OF SUCH SALES FACILITIES AND SHALL INCLUDE THE APPROXIMATE LOCATION OF THE HOMES OR APARTMENTS BEING SOLD OR LEASED CLEARLY DEPICTED. (THE REQUIRED CONTENTS OF THE MAP SHALL BE PROVIDED BY THE CITY OF GOODYEAR).
- NO DETACHED ACCESSORY BUILDING SHALL BE LOCATED CLOSER TO THE STREET SIDE OF A CORNER LOT THAN THE FRONT YARD REQUIRED ON A KEY LOT, EXCEPT SUCH SETBACK NEED NOT BE GREATER THAN ONE-HALF THE WIDTH OF THE CORNER LOT.
- ADJACENT DWELLING UNITS ARE PROHIBITED FROM HAVING IDENTICAL BUILDING ELEVATIONS AND EXTERIOR COLORS.
- RAMPS WILL BE PROVIDED ON SIDEWALKS PER A.D.A. REQUIREMENTS.
- THIS DEVELOPMENT IS WITHIN THE VICINITY OF AN EXISTING 230 KV OVERHEAD ELECTRIC LINE ALONG THE WEST SIDE OF PERRYVILLE ROAD.
- NO GROWING OF PRODUCTION CROPS WITHIN 50 FEET OF ANY OCCUPIED RESIDENTIAL DWELLING UNIT SHALL BE PERMITTED ON THE GROUND OWNED BY THE PROPERTY OWNER.
- SECONDARY ACCESS FOR PHASE 2 WILL BE THE CONNECTION TO PASEO PLACE PHASE 1. PHASE 2 TO BE CONSTRUCTED CONCURRENTLY OR AFTER PHASE 1.

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
150	6,000	0.138
151	5,400	0.124
152	5,400	0.124
153	5,400	0.124
154	5,400	0.124
155	5,400	0.124
156	5,400	0.124
157	5,400	0.124
158	5,400	0.124
159	5,400	0.124
160	6,000	0.138
161	6,000	0.138
162	6,000	0.138
163	6,000	0.138
164	6,000	0.138
165	6,506	0.149
166	6,200	0.142
167	6,250	0.143
168	6,250	0.143
169	6,250	0.143
170	6,829	0.157
171	5,625	0.129
172	5,625	0.129
173	5,625	0.129
174	5,625	0.129
175	5,625	0.129
176	5,625	0.129
177	5,625	0.129
178	5,625	0.129
179	5,625	0.129
180	10,431	0.239
181	6,656	0.153
182	5,625	0.129
183	5,625	0.129
184	5,625	0.129
185	5,625	0.129
186	6,829	0.157
187	6,250	0.143
188	6,250	0.143
189	6,250	0.143
190	6,200	0.142
191	5,913	0.136
192	5,400	0.124
193	5,400	0.124
194	5,760	0.132
195	5,400	0.124
196	5,760	0.132
197	5,400	0.124
198	5,760	0.132
199	5,400	0.124

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
200	5,400	0.124
201	5,830	0.134
202	5,830	0.134
203	5,400	0.124
204	5,400	0.124
205	5,760	0.132
206	5,400	0.124
207	5,760	0.132
208	5,400	0.124
209	5,760	0.132
210	5,400	0.124
211	5,400	0.124
212	5,913	0.136
213	6,200	0.142
214	6,250	0.143
215	6,250	0.143
216	6,250	0.143
217	6,250	0.143
218	6,250	0.143
219	6,250	0.143
220	6,250	0.143
221	6,250	0.143
222	6,247	0.143
223	5,993	0.138
224	7,008	0.161
225	6,250	0.143
226	6,250	0.143
227	6,250	0.143
228	6,250	0.143
229	6,250	0.143
230	6,250	0.143
231	6,250	0.143
232	6,250	0.143
233	6,250	0.143
234	6,250	0.143
235	6,250	0.143
236	6,203	0.142
237	6,000	0.138
238	6,000	0.138
239	6,000	0.138
240	6,000	0.138
241	6,000	0.138
242	6,000	0.138
243	6,000	0.138
244	6,000	0.138
245	6,000	0.138
246	6,000	0.138
247	6,000	0.138
248	6,000	0.138
249	6,000	0.138

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
250	6,000	0.138
251	6,000	0.138
252	6,000	0.138
253	6,000	0.138
254	6,000	0.138
255	6,343	0.146
256	7,280	0.167
257	7,292	0.167
258	6,983	0.160
259	7,025	0.161
260	7,718	0.177
261	6,005	0.138
262	6,000	0.138
263	6,000	0.138
264	6,000	0.138
265	6,000	0.138
266	6,000	0.138
267	6,000	0.138
268	6,000	0.138
269	6,000	0.138
270	6,000	0.138
271	6,000	0.138
272	6,000	0.138
273	6,000	0.138
274	6,067	0.139
275	6,866	0.158
276	6,190	0.142
277	6,000	0.138
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281	6,000	0.138
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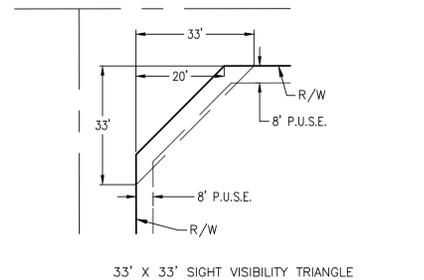
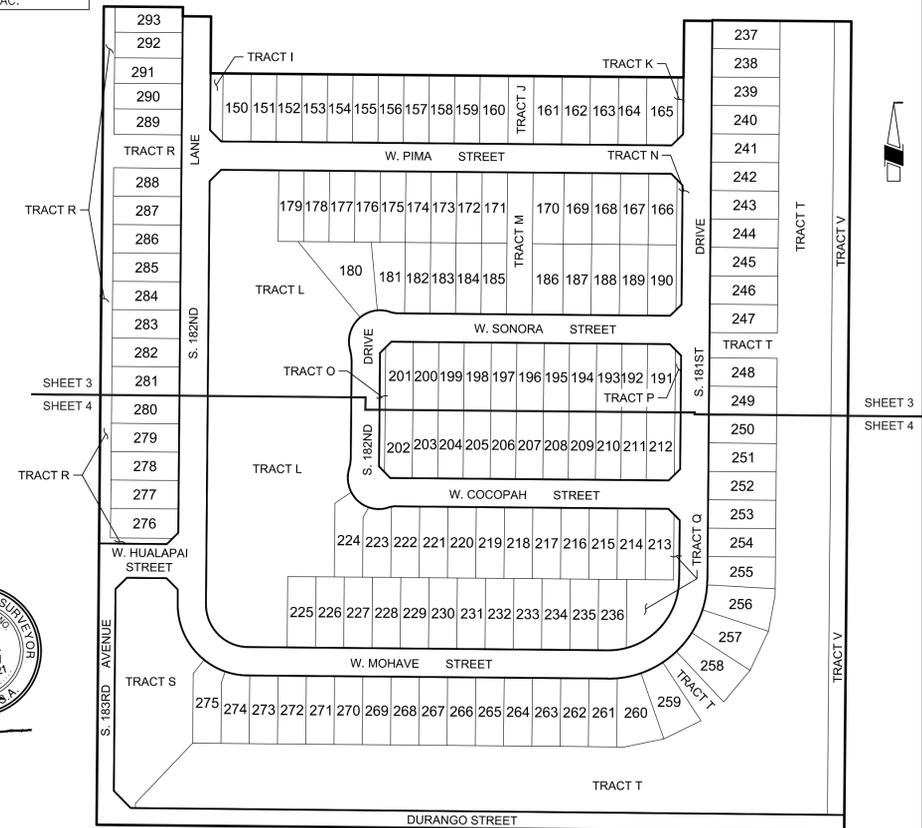
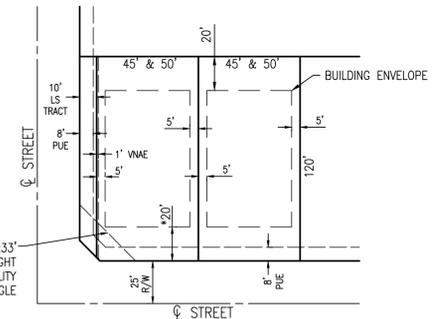
TRACT USE TABLE					
TRACT	USE	AREA (SF)	AREA (AC)	OWNER	MAINTENANCE
I	PUE, LANDSCAPE, SVT	2,447	0.056	V.E.C.A.	V.E.C.A.
J	PUE, LANDSCAPE, RECREATION, DRAINAGE	5,400	0.124	V.E.C.A.	V.E.C.A.
K	PUE, LANDSCAPE, SVT	1,050	0.024	V.E.C.A.	V.E.C.A.
L	PUE, LANDSCAPE, DRAINAGE, RECREATION, SVT	172,307	3.956	V.E.C.A.	V.E.C.A.
M	PUE, LANDSCAPE, RECREATION, SVT	11,250	0.258	V.E.C.A.	V.E.C.A.
N	PUE, LANDSCAPE, SVT	2,200	0.051	V.E.C.A.	V.E.C.A.
O	PUE, LANDSCAPE, SVT	2,100	0.048	V.E.C.A.	V.E.C.A.
P	PUE, LANDSCAPE, SVT	2,100	0.048	V.E.C.A.	V.E.C.A.
Q	PUE, LANDSCAPE, RECREATION, SVT	9,337	0.214	V.E.C.A.	V.E.C.A.
R	PUE, LANDSCAPE, RECREATION, PAE	27,021	0.620	V.E.C.A.	V.E.C.A.
S	PUE, LANDSCAPE, DRAINAGE, SVT	46,716	1.072	V.E.C.A.	V.E.C.A.
T	PUE, LANDSCAPE, DRAINAGE, RECREATION, SEWER EASEMENT	288,171	6.615	V.E.C.A.	V.E.C.A.
V	RID O&M ROAD	41,926	0.962	V.E.C.A.	V.E.C.A.

- P.U.E. PUBLIC UTILITY EASEMENT
- D. DRAINAGE
- L.S. LANDSCAPE AREA
- REC. RECREATION
- H.O.A. HOME OWNERS ASSOCIATION
- S.V.T. SIGHT VISIBILITY TRIANGLE
- S.E. SEWER EASEMENT
- R.I.D. ROOSEVELT IRRIGATION DISTRICT
- V.E.C.A. VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION
- P.A.D. PEDESTRIAN ACCESS EASEMENT
- O&M OPERATION & MAINTENANCE

V.E.C.A. = VENTANA DE ESTRELLAS COMMUNITY ASSOCIATION

LAND USE TABLE	
EXISTING ZONING	R1-4
GROSS ACREAGE	41.43 ACRES
NET ACREAGE	41.43 ACRES
TOTAL OPEN SPACE PROVIDED	13.99 ACRES
TOTAL OPEN SPACE PROVIDED (%)	34.10%
ACTIVE OPEN SPACE PROVIDED	12.62 ACRES
ACTIVE OPEN SPACE PROVIDED (%)	90%
PASSIVE OPEN SPACE PROVIDED	1.37 ACRES
PASSIVE OPEN SPACE PROVIDED (%)	10%
STREETS PLUS EXISTING R/W	7.53 ACRES
AVERAGE LOT SIZE	5967 S.F.
MINIMUM LOT SIZE	5400 S.F.
MAXIMUM LOT SIZE	10431 S.F.
LOT COUNT	144 EA.
DENSITY (BASED ON NET ACREAGE)	3.48 D.U./AC.

DEVELOPMENT STANDARDS	
ZONING	R1-4
MINIMUM LOT AREA (SQ FT)	4,500
MINIMUM LOT WIDTH (FT) (1)	40
MINIMUM LOT DEPTH (FT)	100
MINIMUM SETBACKS (FT)	
FRONT (2)	10
FRONT FACING GARAGE	20
SIDE	5
TOTAL BOTH SIDES	10
STREET SIDE (4)	10
REAR	20



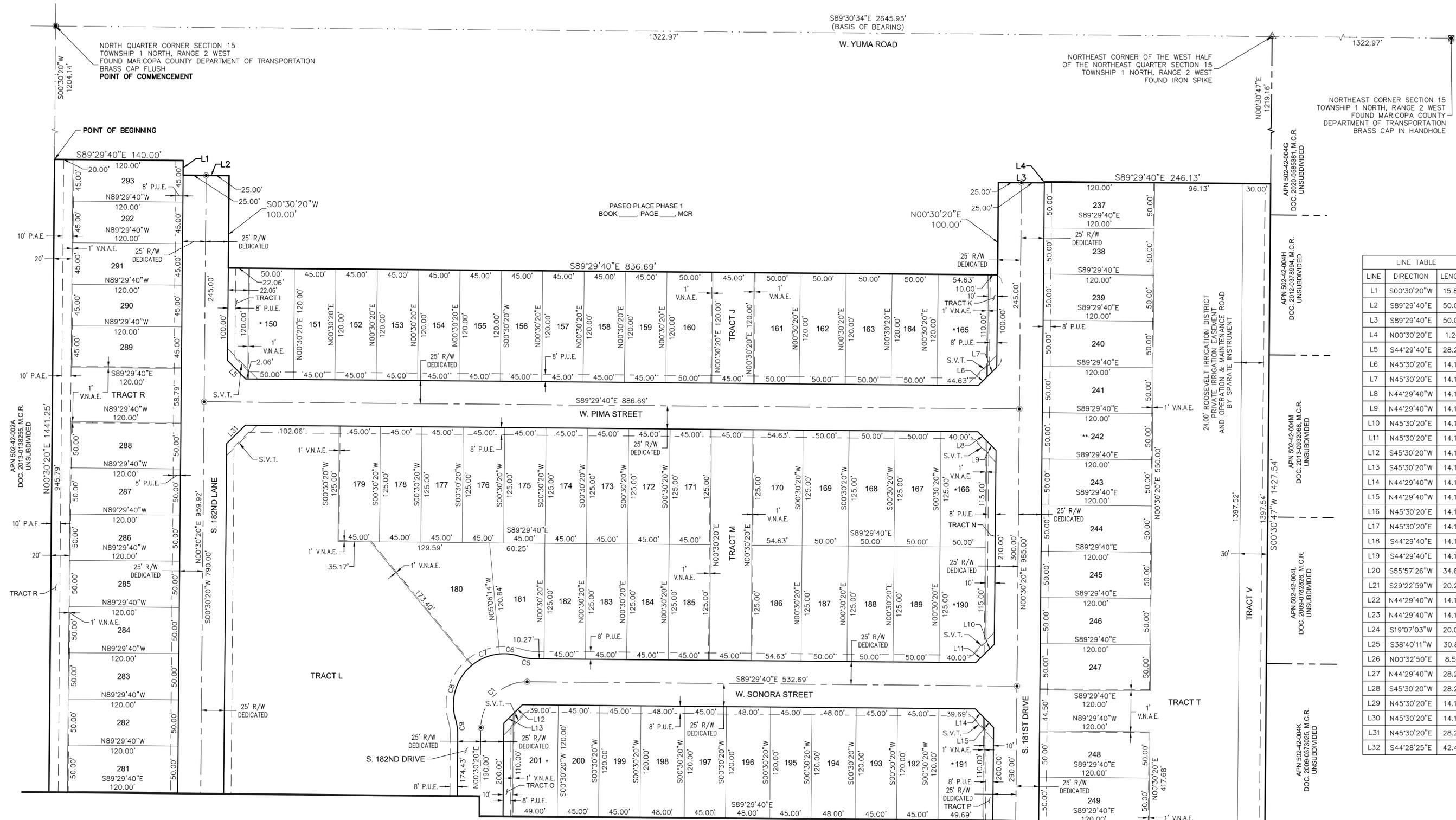
LEGEND

- FOUND BRASS CAP FLUSH UNLESS NOTED
- FOUND 1/2" REBAR AS NOTED
- SET 1/2" REBAR WITH PLASTIC CAP "LS 35833"
- BRASS CAP FLUSH PER MAG STANDARD DETAIL 120 TYPE "B"
- BCF BRASS CAP FLUSH
- M.C.R. MARICOPA COUNTY RECORDER
- DOC. DOCUMENT
- BK. & PG. BOOK & PAGE
- R/W RIGHT OF WAY DEDICATED BY THIS PLAT
- P.U.E. PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT DEDICATED BY THIS PLAT
- P.A.E. PEDESTRIAN ACCESS EASEMENT DEDICATED BY THIS PLAT
- S.V.T. 33' X 33' SIGHT VISIBILITY TRIANGLE DEDICATED BY THIS PLAT
- BOUNDARY LINE
- - - ADJOINING PROPERTY LINE
- CENTER LINE
- - - SECTION LINE
- - - EASEMENT LINE



PASEO PLACE PHASE 2

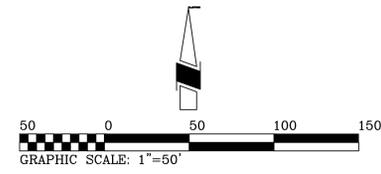
COVER SHEET		<p>22415 NORTH 16TH STREET PHOENIX, AZ 85024 602.957.3350</p> <p><small>rickengineering.com</small></p>
SHEET 2 OF 4		
JOB NUMBER 4548N	PREPARED BY: DSR	DATE PREPARED: APR 2021



MATCHLINE - SHEET 4

LEGEND

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- BOUNDARY LINE
 - - - ADJOINING PROPERTY LINE
 - CENTER LINE
 - - - SECTION LINE
 - - - EASEMENT LINE



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S00°30'20"W	15.87'
L2	S89°29'40"E	50.00'
L3	S89°29'40"E	50.00'
L4	N00°30'20"E	1.20'
L5	S44°29'40"E	28.28'
L6	N45°30'20"E	14.14'
L7	N45°30'20"E	14.14'
L8	N44°29'40"W	14.14'
L9	N44°29'40"W	14.14'
L10	N45°30'20"E	14.14'
L11	N45°30'20"E	14.14'
L12	S45°30'20"W	14.14'
L13	S45°30'20"W	14.14'
L14	N44°29'40"W	14.14'
L15	N44°29'40"W	14.14'
L16	N45°30'20"E	14.14'
L17	N45°30'20"E	14.14'
L18	S44°29'40"E	14.14'
L19	S44°29'40"E	14.14'
L20	S55°57'26"W	34.82'
L21	S29°22'59"W	20.24'
L22	N44°29'40"W	14.14'
L23	N44°29'40"W	14.14'
L24	S19°07'03"W	20.00'
L25	S38°40'11"W	30.81'
L26	N00°32'50"E	8.53'
L27	N44°29'40"W	28.28'
L28	S45°30'20"W	28.28'
L29	N45°30'20"E	14.14'
L30	N45°30'20"E	14.14'
L31	N45°30'20"E	28.28'
L32	S44°28'25"E	42.44'



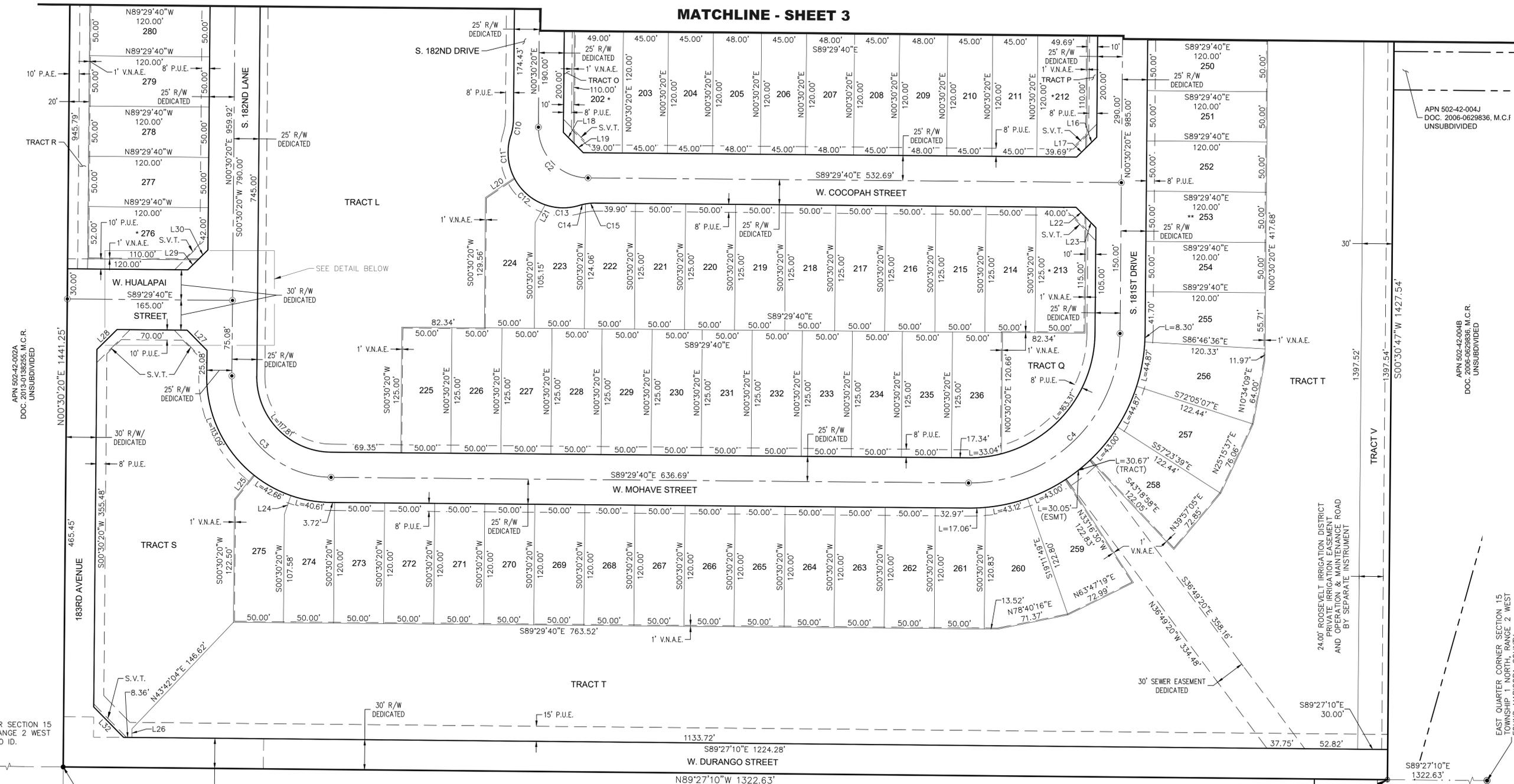
PASEO PLACE PHASE 2

PLAT SHEET		
SHEET 3 OF 4		
JOB NUMBER 4548N	PREPARED BY DSR	DATE PREPARED APR 2021

22415 NORTH 16TH STREET
PHOENIX, AZ 85024
602.957.3350

Tucson - San Diego - Sacramento - Riverside - Orange - San Luis Obispo - Bakersfield

MATCHLINE - SHEET 3



APN 502-42-005
DOC. 2012-1160475, M.C.R.
UNSUBDIVIDED

CENTER OF SECTION 15
TOWNSHIP 1 NORTH, RANGE 2 WEST
FOUND 1/2" REBAR, NO ID.
ACCEPTED AND TAGGED
RLS #35833

SOUTH QUARTER CORNER SECTION 15
TOWNSHIP 1 NORTH, RANGE 2 WEST
FOUND CITY OF GOODYEAR
BRASS CAP FLUSH.

APN 502-42-007D
DOC. 2020-081127, M.C.R.
UNSUBDIVIDED

SOUTHEAST CORNER OF THE
WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15
TOWNSHIP 1 NORTH, RANGE 2 WEST
FOUND "P.K." NAIL & WASHER R.L.S. #28236.

PHASE ONE OF PRADERA
BK. 1482, PG. 29, M.C.R.

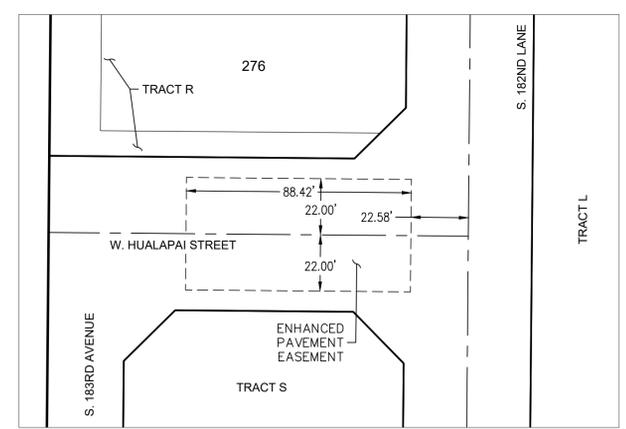
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- S.V.T. 33' X 33' SIGHT VISIBILITY TRIANGLE DEDICATED BY THIS PLAT



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	90°00'00"	50.00'	78.54'	S45°30'20"W 70.71'
C2	90°00'00"	50.00'	78.54'	S44°29'40"E 70.71'
C3	90°00'00"	100.00'	157.08'	S44°29'40"E 141.42'
C4	90°00'00"	150.00'	235.62'	N45°30'20"E 212.13'
C5	17°20'29"	55.00'	16.65'	S80°49'25"E 16.58'
C6	22°57'04"	55.00'	22.03'	S83°37'43"E 21.88'
C7	34°22'39"	55.00'	33.00'	N67°42'26"E 32.51'
C8	67°21'16"	55.00'	64.66'	S16°50'29"W 61.00'

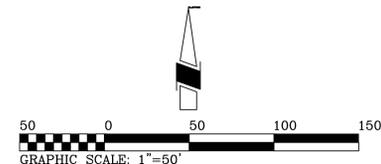
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C9	17°20'29"	55.00'	16.65'	S08°09'54"E 16.58'
C10	17°20'29"	55.00'	16.65'	S09°10'35"W 16.58'
C11	45°11'36"	55.00'	43.38'	S04°44'59"E 42.27'
C12	43°33'13"	55.00'	41.81'	N49°07'23"W 40.81'
C13	35°56'10"	55.00'	34.50'	N88°52'04"W 33.93'
C14	6°45'40"	55.00'	6.49'	S76°32'41"W 6.49'
C15	10°34'49"	55.00'	10.16'	S85°12'56"W 10.14'



DETAIL
N.T.S.

PASEO PLACE PHASE 2

PLAT SHEET		<p>22415 NORTH 16TH STREET PHOENIX, AZ 85024 602.957.3350</p>
SHEET 4 OF 4		
JOB NUMBER 4548N	PREPARED BY DSR	DATE PREPARED APR 2021



AGENDA ITEM #: 8.
DATE: 05/10/2021
AI #:151



CITY COUNCIL ACTION REPORT

SUBJECT: PY2021-2025 HUD CONSOLIDATED PLAN AND ANNUAL ACTION PLAN

STAFF PRESENTER(S): Christina Panaitescu, Grants & Neighborhood Services
Supervisor

SUMMARY:

The Council will consider adopting by resolution the final program year (PY) 2021-2025 Consolidated Plan, including its Citizen Participation Plan and PY2021 Annual Action Plan, for the city of Goodyear Community Development Block Grant (CDBG) program, enabling staff to meet the May 15, 2021 submission deadline from HUD.

Recommendation:

ADOPT RESOLUTION NO. 2021-2156 APPROVING AND ADOPTING THE CITY'S PROGRAM YEAR (PY) 2021-2025 CONSOLIDATED PLAN, INCLUDING ITS CITIZEN PARTICIPATION PLAN AND PY2021 ANNUAL ACTION PLAN ("PLANNING DOCUMENTS") FOR THE CITY OF GOODYEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AUTHORIZING THE CITY MANAGER TO TRANSMIT THESE PLANNING DOCUMENTS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND TO PROVIDE ANY ADDITIONAL INFORMATION AS MAY BE REQUIRED BY HUD. (Christina Panaitescu, Grants & Neighborhood Services Supervisor)

FISCAL IMPACT:

Once adopted, the Consolidated Plan and Annual Action Plan will restrict how CDBG grant revenue can be expended. CDBG funds do not require a match from the city; however, the North Subdivisions Streetlight CIP project, will require an investment of approximately \$343,000 as a part of the city's FY2022 regular budget process to be fully funded. These funds are included in the FY2022 Recommended Budget.

BACKGROUND AND PREVIOUS ACTIONS:

CDBG funds may be used for a variety of activities that meet the needs of low- and moderate-income (LMI) residents and neighborhoods, and vulnerable populations as defined by HUD. Eligible activities fall into four broad categories:

1. Community Facilities and Infrastructure
2. Community Services and Programs
3. Economic Development
4. Quality Affordable Housing

Activities must also address Congress' primary CDBG objective to improve communities, principally for LMI residents by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

To date, the city of Goodyear has competed for CDBG funds through the Maricopa Urban County. In 2020, the direction was given to accept HUD's invitation to become a direct recipient (entitlement community) and initiate the planning process to begin receiving funds in city fiscal year (FY) 2022.

These planning documents describe needs, resources, goals, strategies, and objectives to assist Goodyear's low- and moderate-income (LMI) people, households, and neighborhoods as defined by HUD. The majority of the plan is a HUD-required analysis of the existing conditions impacting LMI residents in the city. Data in the plan are generated by HUD through its Comprehensive Housing Affordability Strategy (CHAS) data system and from the US Census Bureau American Community Survey. This analysis informs the development of the priority categories and activities proposed for CDBG funding.

On January 25, 2021, Council approved the CDBG Public Participation Plan which outlined how public feedback would be collected during the development of the CDBG planning documents.

On March 22, 2021, Council directed that the PY2021-2025 Five-Year Consolidated Plan include high and low priority activities and that PY2021 CDBG funds be utilized for the North Subdivision Streetlight project and program administration.

On April 26, 2021, a public hearing was held and all documents were made available for public comment via the city's website for a period of thirty days (April 1 – April 30, 2021), as outlined in the Citizen Participation Plan. No comments were received.

STAFF ANALYSIS

Citizen Participation Plan

The Citizen Participation Plan describes policies and procedures for public involvement in the Consolidated Plan process. These policies and procedures have been adhered to during the development of these planning documents.

PY2021-2025 Five-Year Consolidated Plan

The Consolidated Plan summarizes housing, homelessness and community development needs, and the strategies to meet those needs using CDBG funding for the period beginning July 1, 2021, and ending June 30, 2026.

This document is required by HUD and will be updated every five years unless an amendment is needed sooner.

Based on data analysis and public and stakeholder input, the following five broad areas for CDBG-eligible priority activities have been selected to establish the framework for the use of CDBG funding received from HUD for the five-year period covering PY2021-2025:

High-Priority Activities (likely to be funded with CDBG resources during the next five years)

1. Community Facilities and Infrastructure
2. Public Services
3. Program Administration

Low-Priority Activities (may be funded as opportunities arise)

1. Attainable and Sustainable Housing
2. Economic Development

CDBG funds may be invested in activities that directly benefit LMI households, LMI neighborhoods, and people with special needs throughout the city, and are not restricted to one specific target area.

In developing the Consolidated Plan, the city must establish five-year goals related to the use of CDBG funds and strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development.

PY2021 Annual Action Plan

The Annual Action Plan must describe specific activities the city will fund with its CDBG allocation in the upcoming program year and must correlate with at least one priority activity area indicated in the Five-Year Consolidated Plan.

The PY2021 Annual Action Plan describes the planned uses of \$422,807 of CDBG funding for the period beginning July 1, 2021, and ending June 30, 2022.

Based on stakeholder input and the city's current capacity to administer CDBG funds, these funds will be applied toward community facilities and infrastructure and developing the city's CDBG program administration capabilities during the first CDBG program year. Activities in other priority areas identified in the Five-Year Consolidated Plan can be considered in future years.

Community Facilities and Infrastructure (\$338,246)

North Subdivisions Streetlight Project – estimated cost \$681,245 (after \$303,200 awarded through Maricopa Urban County)

Program Administration (\$84,561)

Up to 20% of the total CDBG allocation may be retained for administrative activities. Staff recommends setting aside 20% for program administration including:

1. Complying with federal regulations regarding environmental review, federal labor standards, financial management, and procurement, including policies regarding Minority- and
2. Women-owned business enterprises and employment of low- and moderate-income residents;
3. Promoting the principles of fair housing and educating the community about the dangers of lead-based paint;
4. Assessing neighborhood conditions to evaluate the benefits of revitalization activities; Assessing the need for human and public services to address the needs of vulnerable populations and Goodyear residents living in poverty; and
5. Establishing application and monitoring systems.

Attachments

Resolution

HUD PY2021-2025 Five-Year Consolidated Plan

CDBG Citizen Participation Plan FFY2021-2025

RESOLUTION NO. 2021-2156

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AND ADOPTING THE CITY'S PROGRAM YEAR (PY) 2021-2025 CONSOLIDATED PLAN, INCLUDING ITS CITIZEN PARTICIPATION PLAN AND PY2021 ANNUAL ACTION PLAN ("PLANNING DOCUMENTS") FOR THE CITY OF GOODYEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AUTHORIZING THE CITY MANAGER TO TRANSMIT THESE PLANNING DOCUMENTS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND TO PROVIDE ANY ADDITIONAL INFORMATION AS MAY BE REQUIRED BY HUD.

WHEREAS, the Community Development Block Grant (CDBG) Program, authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq., provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons; and

WHEREAS, the city of Goodyear qualifies as an "Entitlement City" by definition in said Acts and, as such, is eligible to make application to the United States Department of Housing and Urban Development ("HUD") for said grant program; and

WHEREAS, the city of Goodyear, in order to receive these funds as a HUD entitlement community, is required to submit a Five-Year Consolidated Plan, an Annual Action Plan, and a Citizen Participation Plan by May 15, 2021; and

WHEREAS, HUD has informed the city of Goodyear that its PY2021 HUD entitlement Community Development Block Grant allocation will be \$422,807; and

WHEREAS, the stated strategies and goals found in these planning documents establish the basis by which the plan and the City's performance under the plan will be evaluated by HUD; and

WHEREAS, the Planning Documents have been developed in accordance with the Consolidated Plan Regulation 24 C.F.R §91.1-600 (2014), as amended; and

WHEREAS, in the interest of encouraging citizen participation in the development of these Planning Documents, citizens have been afforded a reasonable opportunity to comment; and

WHEREAS, the city of Goodyear City Council held a public hearing on April 26, 2021, in the manner prescribed by law for the purpose of considering the submission of these Planning Documents; and

WHEREAS, due and proper notice of such public comment period and public hearing before the city of Goodyear City Council was given in the time, form, substance, and manner provided by law

including publication of such notice in THE ARIZONA REPUBLIC SOUTHWEST EDITION on March 17, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. That the City’s PY2021-2025 Consolidated Plan, including its Citizen Participation Plan and PY2021 Annual Action Plan, (attached hereto as Exhibit A and incorporated herein by reference) is approved.

SECTION 2. That the City Manager is hereby authorized to transmit said PY2021-2025 Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD) and to provide any additional information as may be required by HUD.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20_____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the city of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 2021-2156 is a true, correct and accurate copy of Resolution No. 2021-2156, passed and adopted at a regular meeting of the Council of the city of Goodyear, Maricopa County, Arizona, held on the _____ day of _____ 20____, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 20_____.

seal

City Clerk



City of Goodyear, Arizona
HUD PY2021-2025
Five-Year Consolidated Plan

May 2021

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Five-Year Consolidated Plan is required by the US Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program. The primary purpose of the CDBG program is to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expanded economic opportunities for low-and moderate (LMI) people, households and neighborhoods.

The Consolidated Plan establishes five-year priorities for the investment of CDBG funds by the City of Goodyear and is designed to guide HUD-funded housing, homelessness and community development policies and programs for the period beginning July 1, 2021 and ending June 30, 2026. The plan describes needs, resources, goals, strategies and objectives to assist Goodyear’s LMI residents and households as defined by HUD. The following table describes LMI households based on HUD’s 2020 income limits. Income limits are updated by HUD annually.

HUD 2020 Income Limits by Family Size for the CDBG Program					
	1 person	2 people	3 people	4 people	5 people
Extremely Low-income (< 30% AMI)	\$16,350	\$18,700	\$21,720	\$26,200	\$30,680
Very Low-income (30-50% AMI)	\$27,750	\$31,150	\$35,050	\$38,900	\$42,050
Low-Moderate Income (50-80% AMI)	\$43,600	\$49,800	\$56,050	\$62,250	\$67,250

In developing the Consolidated Plan, the city established five-year goals related to the use of CDBG funds, and strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. These goals and strategies are based on data and input from residents and stakeholders. Data in the Consolidated Plan are generated by HUD through its Comprehensive Housing Affordability Strategy (CHAS) data system and from the US Census Bureau American Community Survey.





2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Based on data and public and stakeholder input, the city identified priority needs and established activity goals in five areas for the next five years:

1. Community Facilities and Improvements
2. Public Services
3. Attainable and Sustainable Housing
4. Economic Development
5. Program Administration

3. Evaluation of past performance

FY 2021 is the first year of the City of Goodyear Community Development Block Grant Program. An evaluation of past performance will be included in subsequent Consolidated Plans. Each year beginning in Fall 2022, the city will prepare a Consolidated Annual Performance Evaluation Report and make the report available to the public for review and comment.

4. Summary of citizen participation process and consultation process

The City of Goodyear conducted a survey, two public hearings to solicit input into Consolidated Plan needs and priorities, two meetings to gather input from stakeholders and residents, and 23 interviews with residents, stakeholders and elected officials. All public hearings, stakeholder meetings and interviews were conducted virtually due to COVID-19 physical distancing protocols.

The citizen participation process began with an online survey that was available from December 7, 2020 through January 22, 2021. The survey was marketed through direct email, social media, notices in the city's *InFocus Magazine*, and door hangers placed in LMI neighborhoods - 316 completed surveys were received.

A public hearing was held on February 3, 2021 to further solicit public input. The purpose of the hearing was to share information about past uses of funds received from the Maricopa County Urban County, potential uses of CDBG funds, and solicit citizen input regarding priorities for the use of CDBG funds over the next five years. A notice announcing the hearing and soliciting comments was published in the Arizona Republic Southwest Edition on December 23, 2020 and on the city website.

The City of Goodyear consulted with 36 individuals representing housing, social service and other entities during a Faith and Community Roundtable meeting and an additional 23



emerging community leaders during a Leadership Enrichment and Development (LEAD) alumni meeting.

In addition, 23 phone, e-mail and virtual interviews were conducted with a range of stakeholders, including LMI neighborhood residents, representatives from the real estate industry, nonprofit organizations, school districts serving Goodyear, health and mental health agencies, broadband providers, the Public Housing Authority of Maricopa County, and the Maricopa County Human Services department. The purpose of the interviews was to better understand underlying conditions that impact Goodyear's LMI residents and neighborhoods.

The results of the survey were overlaid with the results of the public and stakeholder meetings, resident and stakeholder interviews and available data to identify priorities and set short- and long-term goals for the use of CDBG funds.

A second public hearing was held by city council on April 26, 2021 to receive additional comment on the Five-year Consolidated Plan and PY2021 Annual Action Plan.

5. Summary of public comments

A full spectrum of needs and priorities were discussed in the meetings, hearings and interviews including: special needs populations, public services, community facilities and infrastructure, affordable housing, homelessness and economic development. Across the methods of outreach and broad representation from residents and stakeholders, multiple priority needs emerged.

Among special needs populations, housing, facilities and services for Veterans, domestic violence survivors, seniors and low-income families with children were most often identified as priority needs.

Mental health services, transportation, financial literacy, housing and fair housing counseling and education, and eviction and foreclosure prevention emerged as the most needed public services in Goodyear.

A range of community facilities and infrastructure needs were identified, including access to affordable broadband and reliable connectivity, nonprofit facilities that serve a range of residents and people with special needs, community center, park improvements, and upgrades to or replacement of aging infrastructure.

Comments regarding affordable housing recognized the need for attainable workforce housing, with broad support for homeownership units or 1st-time homebuyer assistance, and moderate support for affordable rental housing. Many participants shared their recognition that smaller units and smaller lots were necessary to support attainable housing. Several participants identified a need for housing rehabilitation, particularly for seniors and households on fixed incomes.





Facilities and services for people experiencing homelessness, were discussed by stakeholders and in the first public hearing. Support for existing services, including the Interfaith Homeless Emergency Lodging Program (I-HELP), and expansion of case management and navigators were suggested needs. Many participants shared a view that community education is an important precursor to successfully addressing homelessness.

The greatest support for economic development was assistance to small businesses, job training, and employment services.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views were accepted.

7. Summary

Citizen and stakeholder input, the needs assessment and housing market analysis, and input received at public hearings were collated to identify priorities, goals and objectives for the Consolidated Plan.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

The City of Goodyear Neighborhood Services Division is responsible for preparing the Consolidated Plan and for administering Community Development Block Grant (CDBG) funds received from the US Department of Housing and Urban Development.

Consolidated Plan Public Contact Information

Questions regarding the Consolidated Plan, Annual Action Plan or the use of CDBG funds may be directed to:

Christina Panaitescu, Grants & Neighborhood Services Supervisor

City of Goodyear

190 N. Litchfield Rd

Goodyear, AZ 85338

623-882-7804

Christina.Panaitescu@goodyearaz.gov





PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

The City of Goodyear engages with community and faith organizations and the Maricopa Regional Continuum of Care for homelessness to collaborate resources and efforts.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The Goodyear Faith & Community Roundtable began in 2009 as a forum for cooperation, trust and respect within the community to nurture goodwill and offer services. It was originally called the Goodyear Faith Community Roundtable and was renamed in 2017 in order to recognize and embrace the participation of laypersons representing not only the faith sector but also nonprofit partners. The purpose of the Roundtable is to collaborate resources to make a difference for those in need in the southwest valley.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The city participates with the Maricopa Regional Continuum of Care to conduct an annual point-in-time count of individuals and families experiencing homelessness in Goodyear. Outreach is conducted throughout the year by the Goodyear Police Department and Phoenix Rescue Mission. Phoenix Rescue Mission may provide shelter and services or individuals and families are referred to the Human Services Campus (HSC) in Phoenix. The HSC is the lead agency for single adult coordinated entry in the Valley and conducts intakes and assessments. The HSC connects individuals to a wide array of services guided by HSC Navigators. The HSC provides matches to housing, helps connect people with family or friends, provides additional hospitality resources including post office services and bag storage, and leads and fosters collaboration among partner agencies to ensure a focus on ending homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Goodyear is not an ESG grantee.





2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

The City of Goodyear consulted with 36 individuals representing housing, social service and other sectors during the Faith and Community Roundtable meeting and an additional 23 emerging community leaders during the Leadership Enrichment and Development (LEAD) alumni meeting. In addition, 23 phone, e-mail and virtual interviews were conducted with residents and a range of stakeholders, including representatives from the real estate industry, school districts serving Goodyear, health and mental health agencies, and broadband providers.

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Goodyear offered an opportunity for consultation and consulted with all agency types to identify priorities and needs.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Goodyear 2019 Community Assessment	City of Goodyear	Shared vision for assisting Goodyear’s most vulnerable residents
Point-in-Time Count and Housing (Beds) Inventory Count	Maricopa Regional Continuum of Care	Shared goals for assisting individuals and families experiencing or at risk of homelessness
Goodyear 2025 General Plan	City of Goodyear	Goals to provide housing, services and economic opportunity for Goodyear’s residents
Goodyear Focus on Success Economic Development Action Plan	City of Goodyear	Strategic priorities for economic development
FY2021 Strategic Plan	City of Goodyear	Promoting a quality environment to enhance community prosperity.





Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The Neighborhood Services Division works with various city and county departments to coordinate resource delivery to eligible households and neighborhoods. The city works with neighboring west valley jurisdictions to advocate for a role in the local Continuum of Care. The city's LMI households have historically been served by the Maricopa County Urban County through CDBG and HOME funding.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation **Summarize citizen participation process and how it impacted goal-setting**

The citizen participation process began with an online survey that was available from December 7, 2020 through January 22, 2021. The survey provided invaluable information on resident priorities and received 316 responses. A public hearing was held on February 3, 2021 to further solicit input. The public hearing was held virtually due to physical distancing protocols resulting from the COVID-19 public health emergency. The purpose of the hearing was to share information about past uses of funds received from the Maricopa County Urban County, potential uses of CDBG funds, and solicit citizen input regarding priorities for the use of CDBG funds over the next five years. A notice announcing the hearing and soliciting comments was published in the Arizona Republic Southwest Edition on December 23, 2020 and on the city website.

The results of the survey were overlaid with the results of the public and stakeholder meetings, resident and stakeholder interviews and available data to identify priorities and set short- and long-term goals for the use of CDBG funds.



Needs Assessment

NA-05 Overview

Needs Assessment Overview

Goodyear is located 20 miles west of Phoenix in the area of Maricopa County known as the Southwest Valley. Many natural features dot the Goodyear landscape. The Gila River runs through Goodyear along with other significant washes. The Sierra Estrella Mountains are located just south of the Gila River in Goodyear, and the southern part of the city borders the Sonoran Desert National Monument. Goodyear is a growing community with a rich past and a promising future. Goodyear residents enjoy a high quality of life with distinctive neighborhoods, tremendous community spirit, scenic views, and unique natural resources.

The city was originally founded as an agricultural community in 1917 by Paul Litchfield of the Goodyear Tire and Rubber Company. The Egyptian cotton grown in Goodyear was used in the manufacturing of Goodyear tires. Goodyear later became a location of military operations when blimps were manufactured in Goodyear during World War II. Goodyear was incorporated as a town in 1946 and became a charter city in 1985.

The City of Goodyear encompasses 191 square miles and had an estimated population of 86,800 people in 2019. From 2010 to 2019, the population grew by 50.1% and households grew by 43.6%. The Maricopa Association of Governments estimates the Goodyear population will increase to 140,300 by 2030 and 192,200 by 2040. Based on the 2019 average household size of 3.18 people, there will be 44,165 households in Goodyear in 2030 and 60,505 in 2040.

Population and household growth projections indicate a need for approximately 1,200 additional housing units annually between 2020 and 2040. Many of these units will need to address the housing needs of Goodyear’s growing workforce.

NA-10 Housing Needs Assessment - 24 CFR 91.205

Summary of Housing Needs

The following tables introduce demographic and housing needs information generated by HUD. HUD provides data regarding housing problems by tenure (renter or owner) for the following family types:

- Small related – 2 to 4 related family members in one household;
- Large related – 5 or more related family members in one household;
- Elderly – at least one family member in a household is age 62 or older;
- Other – nonfamily households, including single-person households and groups of unrelated people living together.





HUD uses the following definitions to define housing problems:

- Substandard housing - lacking complete plumbing or kitchen facilities;
- Severely overcrowded - 1.51 or more people per room;
- Overcrowded - 1.01 to 1.5 people per room;
- Severe housing cost burden – paying more than 50% of gross household income for housing costs.
- Housing cost burden – paying more than 30% of gross household income for housing costs; and
- Zero/negative income – having no income and none of the above housing problems.

Table 1 – Housing Needs Assessment Demographics			
Demographics	Base Year: 2010	Most Recent Year: 2019	% Change
Population	57,869	86,843	50.1%
Households	18,217	26,158	43.6%
Median Income	\$76,221	\$85,147	11.7%
Median individual earnings from employment	\$37,173	\$39,420	6.0%

Data Source: 2010 Census (Base Year), 2019 ACS

There were an estimated 5,800 LMI households in Goodyear, including 3,260 owner households and 2,540 renter households in 2017. Nearly one-quarter (24.2%) of Goodyear households are considered LMI. Renters (41.1%) are 2.24 times more likely than owners (18.4%) to be LMI.

Goodyear has a relatively high homeownership rate at 75.2%. The homeownership rate is 63.2% in Maricopa County and 65.3% in the State of Arizona. The homeownership rate typically increases as adults pass through their 30’s and 40’s and declines after age 75 when mortality rates increase the share of single people living alone. However, the homeownership rate in Goodyear is much lower for householders age 55 and under (69.0%), than for householders age 55 to 74 (87.9%), or age 75 and older (88.6%). Forty-four percent (44.0%) of Goodyear householders are age 55 or older. This suggests that homeownership in Goodyear is primarily attainable to older householders that are in-migrating and have sufficient cash available to purchase a home in Goodyear.





City of Goodyear Arizona HUD FY2021-2025 Five-Year Consolidated Plan

Table 2 - Total Households and Tenure by Household Income					
	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	1,490	1,490	2,820	2,235	15,895
Owner	980 (65.8%)	660 (44.3%)	1,620 (57.4%)	1,490 (66.7%)	12,995 (81.8%)
Renter	510 (34.2%)	830 (55.7%)	1,200 (42.6%)	745 (33.3%)	2,900 (18.2%)

Table 3 - Tenure by Age of Householder				
	15-54 years	55 to 64 years	65 to 74 years	75 years and older
Owner	69.0%	85.8%	89.9%	88.6%
Renter	31.0%	14.2%	11.1%	11.4%

Number of Households Table

The following table describes households by family type and HUD Area Median Family Income (HAMFI). According to HUD Comprehensive Housing Affordability Strategy (CHAS) data, households with a single wage or income source are more likely to be LMI. This includes nonfamily households (39.3%), households that include at least one person age 75 or older (38.7%) or one person age 6 or younger (24.6%), and large family households (23.5%).

Table 4 - Total Households					
	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Family Households	1,485	1,490	2,495	2,230	15,390
Small Family Households	540	25	830	955	6,855
Large Family Households	85	335	370	360	2,210
At least one person 62-74 years of age	275	200	610	595	4,595
At least one person age 75 or older	205	270	335	225	1,060
One or more children 6 years old or younger	145	345	535	500	2,640
Total Nonfamily Households	5	0	325	5	505

Data Source: 2013-2017 CHAS Data Tables 5, 7, and 13





Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

Table 5 – Housing Problems										
NUMBER OF HOUSEHOLDS	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Substandard	35	25	65	0	125	0	4	40	0	44
Severely Overcrowded	0	4	0	50	54	0	0	4	0	4
Overcrowded	20	160	40	10	230	10	15	10	15	50
Severe housing cost burden	360	450	140	0	950	645	310	335	80	1,370
Housing cost burden	0	185	540	135	860	90	110	505	405	1,110
0/negative Income	55	0	0	0	55	0	0	0	0	0

Data Source: 2013-2017 CHAS Data Table 3

Table 6 – Housing Problems 2										
NUMBER OF HOUSEHOLDS	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
1 or more housing problems	410	825	790	540	2,565	740	440	895	1,835	3,910
None of four housing problems	40	4	410	3,105	3,559	4	220	725	12,650	13,600
Negative income, no other housing problems	55	0	0	0	55	235	0	0	0	235

Data Source: 2013-2017 CHAS Data Table 3





City of Goodyear Arizona HUD FY2021-2025 Five-Year Consolidated Plan

Table 7 – Cost Burden > 30%								
	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	105	440	545	20	30	250	300
Large Related	15	80	4	99	15	15	100	130
Elderly	0	45	19	64	25	80	150	255
Other	0	4	30	34	35	0	50	85
Total need by income	15	234	493	742	95	125	550	770

Data Source: 2013-2017 CHAS Table 7

Table 8 – Cost Burden > 50%								
	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	160	130	70	360	270	100	105	475
Large Related	30	185	0	215	0	45	20	65
Elderly	70	70	40	180	325	125	110	560
Other	35	165	30	230	45	35	105	185
Total need by income	295	550	140	985	640	305	340	1,285

Data Source: 2013-2017 CHAS Table 7

Table 9 – Crowding Information (more than one person per room)										
	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	15	185	55	60	315	10	15	14	4	43
Multiple, unrelated family households	4	0	0	0	4	0	0	0	10	10
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	19	185	55	60	319	10	15	14	14	53

Data Source: 2013-2017 CHAS Table 10





Describe the number and type of single person households in need of housing assistance.

There were an estimated 4,209 single-person households in Goodyear in 2019, including 1,717 elderly and 2,492 non-elderly. Eight of ten elderly single-person households own their home, as do six of ten non-elderly single-person households. Among elderly single-person households, an estimated 508 owners and 143 renters are cost burdened or severely cost burdened and could benefit from housing assistance. Among non-elderly single-person households, an estimated 434 owners and 209 renters are cost burdened or severely cost burdened and could benefit from housing assistance.

Table 10 – Estimated 2019 Single Person Households and Cost Burden		
	Non-elderly	Elderly
Renters	997	310
Cost Burden	142	67
Severe Cost Burden	67	76
Total Estimated Cost Burden + Severe Cost Burden	209	143
Owners	1,495	1,407
Cost Burden	244	270
Severe Cost Burden	190	238
Total Estimated Cost Burden + Severe Cost Burden	434	508
Data sources: ACS 2019 5-yr Estimates; HUD Goodyear Comprehensive Housing Affordability Strategy Data Table 7		

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

People with Disabilities. Based on Goodyear CHAS disability and housing problems data there are an estimated 2,290 Goodyear households that include a person with one or more disabilities in need of housing assistance, including 1,390 owner households and 900 renter households. Among people with disabilities, independent living and ambulatory disabilities are the most prevalent, followed by hearing and cognitive disabilities. Although not a necessary result of aging, disabilities are more prevalent in people age 65 and older (31.4%) than in people age 64 and younger (14.1%).

Domestic violence, dating violence, sexual assault and stalking. Based on the most recent point-in-time count by the Maricopa Association of Governments Continuum of Care, countywide there were 414 individuals housed in emergency shelter and 260 in transitional shelter serving victims of domestic violence. An additional 131 victims of domestic violence were unsheltered. There is no data regarding the number of people in need of housing assistance who are victims





of dating violence, sexual assault and stalking. All victims of domestic violence are in need of shelter and housing assistance to attain housing stability and economic self-sufficiency.

What are the most common housing problems?

The most common housing problems are:

1. Severe housing cost burden (paying 50% or of income for housing); and
2. Housing cost burden (paying more than 30% but less than 50% of income for housing).

Are any populations/household types more affected than others by these problems?

Severe housing cost burden mostly impacts:

1. Renters with income less than 30% AMI (77.5%);
2. Owners with income less than 30% AMI (65.8%); and
3. Renters with income between 30% and 50% AMI (65.7%).

Housing cost burden mostly impacts:

1. Renters with income between 50% and 80% AMI (46.7%);
2. Owners with income between 50% and 80% AMI (33.6%); and
3. Renters with income between 30% and 50% AMI (28.3%).

Overall, severe housing cost burden and cost burden mostly impact:

1. Renters with income 30-50% AMI (94.0%);
2. Renters with income less than 30% AMI (80.4%); and
3. Owners with income less than 30% AMI (75.5%).





Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

The greatest needs of at-risk families are securing adequate employment, accessing social services, child care, and other resources, and developing the knowledge and skills needed to achieve greater financial stability and remain permanently housed.

COVID-19 is also an immediate concern with potential long-term impacts on homelessness risk. As unemployment and illness cut into the income of vulnerable households, it becomes harder for them to pay their rent or mortgage. As the economy contracts and employment is lost, many low-income people who were struggling are at even higher risk of homelessness. A patchwork of eviction and foreclosure moratoriums and short-term rental or mortgage assistance have provided stability for many households, yet as economic uncertainty continues, these households and others may fall behind on housing payments and face eviction or foreclosure.

Formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance are most in need of employment opportunities, and permanent affordable and supportive rental housing.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Apart from renter and owner households experiencing housing problems, the City of Goodyear does not provide estimates of the at-risk population.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

The high cost of housing and the resulting housing cost burden combined with too few units to meet demand at lower income levels are the primary housing characteristics linked with instability and an increased risk of homelessness.





NA-15 Disproportionately Greater Need: Housing Problems and NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Three quarters of the Goodyear population identifies as White, including 54.2% (49,698) who are non-Hispanic. Three of ten Goodyear residents (26,697) identify as Hispanic or Latino. A person who identifies as Hispanic or Latino may be any race, and the majority (71.2%/19,019) identify as White. Among racial minorities, people who identify as Black/African American (7,337) comprise 8.0% of the population, as Asian (3,978) comprise 4.3% of the population, and as some other race or two or more races (9,815) comprise 11.0% of the population.

The four housing problems included in the following tables are:

1. Lacks complete kitchen facilities.
2. Lacks complete plumbing facilities.
3. More than one person per room (housing problem) or more than 1.5 persons per room (severe housing problem).
4. Cost Burden greater than 30% (housing problem) or cost burden greater than 50% (severe housing problem).

Table 11 – Housing Problems and Severe Housing Problems by Race/Ethnicity and Income								
	0-30% AMI		30%-50% AMI		50-80% AMI		80-100% AMI	
	Housing Problems	Severe Housing Problems	Housing Problems	Severe Housing Problems	Housing Problems	Severe Housing Problems	Housing Problems	Severe Housing Problems
Jurisdiction as a whole	1,140	1,050	1,210	919	1,694	643	700	170
White	705	645	695	480	995	365	420	80
Black / African American	130	130	100	90	165	85	170	50
Asian	70	70	30	14	75	24	30	15
American Indian, Alaska Native	0	0	25	25	4	4	0	0
Pacific Islander	0	0	0	0	0	0	0	0
Hispanic	235	205	360	310	455	165	80	25

Source: 2013-2017 CHAS Table 1





NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

When a population’s proportion of housing cost burden is at least 10% higher than the housing cost burden of the population as a whole, the city considers that population to have disproportionate need.

Housing Cost Burden

Table 12 - Disproportionately Greater Housing Cost Burdens				
Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	17,480	3,269	2,494	290
White	12,000	2,105	1,475	290
Black / African American	1,065	315	330	0
Asian	845	125	110	0
American Indian, Alaska Native	100	4	4	0
Pacific Islander	20	0	0	0
Hispanic	3,450	720	575	0

Source: 2013-2017 CHAS Table 9

Discussion:

CHAS cost burden data by race and ethnicity show that housing cost burden is not disproportionately high among any racial or ethnic group. Severe housing cost burden is disproportionately high among Black/African American households. Considering tenure, severe housing cost burden is disproportionately high among Black/African American renters and Asian renters.





NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

- Among households with incomes below 30% AMI, no households have disproportionately greater housing needs. Black/African American households have disproportionately greater severe housing needs.
- Among households with incomes between 30% and 50% AMI, Black/African American, Asian, Native American and Hispanic households have disproportionately greater housing needs. Black/African American, Native American and Hispanic households have disproportionately greater severe housing needs.
- Among households with incomes between 50% and 80% AMI, Black/African American, Asian and Hispanic households have disproportionately greater housing needs. Black/African American households have disproportionately greater severe housing needs.
- Among households with incomes between 80% and 100% AMI, Black/African American households have disproportionately greater housing needs. No households have disproportionately greater severe housing needs.
- Housing cost burden is disproportionately high among Black/African American households.

If they have needs not identified above, what are those needs?

The housing needs of racial and ethnic minorities are identified above.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

There are six (6) Census Block groups where the proportion of racial or ethnic minorities is 10% greater than the citywide proportion.

NA-35 Public Housing – 91.205(b)

Introduction

The City of Goodyear does not own or operate public housing or Section 8 Housing Choice Voucher programs. The city is served by the Housing Authority of Maricopa County.





NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The Maricopa Regional Continuum of Care (CoC) works throughout Maricopa County, including the City of Goodyear, to coordinate homeless planning across municipalities and agencies. The city may use CDBG resources to support or expand facilities and services for people experiencing homelessness in cooperation with other west valley communities and the CoC.

Individuals and families experiencing homelessness in Goodyear reflect the diversity, complex characteristics, and special needs of people experiencing homelessness throughout the United States. Some people experiencing homelessness require limited assistance to regain permanent housing and self-sufficiency. Others, especially people with disabilities and those who are chronically homeless, require extensive and long-term support. In addition to people who are already homeless, individuals and families with limited incomes and those economically impacted by the coronavirus pandemic may be in imminent danger of becoming homeless.

The Phoenix Rescue Mission works with the Goodyear Police Department Homeless Outreach Team to continuously engage people experiencing chronic homelessness in Goodyear to build trust and rapport. Angels on Patrol also provides supports to Goodyear's Police Officers to connect people in crisis with solutions and services. Many individuals they engage are struggling with addiction and mental health issues and are in need of support to acquire stable housing and social security benefits as they are unable to maintain steady employment.

The Interfaith Homeless Emergency Lodging Program (I-HELP) is a network of southwest valley faith organizations that provide overnight emergency shelter and case management to assist people experiencing homelessness move from crisis to stability.

Because the inventory of affordable housing and landlords willing to accept rental subsidies is limited in Goodyear, placing individuals in stable housing is particularly challenging.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

The 2020 unsheltered count for Maricopa County identified 7,419 sheltered and unsheltered people experiencing homelessness on a given night in Maricopa County. The City of Goodyear counted 23 individuals experiencing unsheltered homelessness. The number of individuals experiencing unsheltered homelessness in Goodyear has remained relatively stable for three consecutive years. The regional count identified the following:





- 3,652 individuals were in emergency shelter, transitional housing or safe haven programs;
- 3,767 individuals were on the streets or another place not meant for human habitation;
- The largest age group is adults age 25 and older, which accounted for 76% of the 2020 point-in-time (PIT) population;
- 1,243 individuals were age 0 to 17, and another 530 were age 18 to 24;
- The number of individuals in households with at least one adult and one child was 548;
- 494 individuals self-reported as Veterans;
- The number of individuals that meet the definition of chronically homeless has continued to increase since 2015, and stood at 1,052 in 2020;
- 576 people were experiencing homelessness due to domestic violence.

The Phoenix Rescue Mission reports that it engaged with 58 individuals experiencing homelessness in Goodyear during 2020 and was able to place 9 individuals in shelter, including 4 in permanent residential units and 5 in temporary shelter.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

According to the 2020 regional point-in-time count, countywide there were 489 sheltered and unsheltered households that included at least one adult and one child in Maricopa County; 56 of these households were considered chronically homeless. Many of the individuals self-reporting as Veterans may also include households with children.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Of the sheltered and unsheltered people counted in the regional 2020 point-in-time count, 70% were White, 16% were Black or African American, 10% were Native American, 2% were people of multiple races, 1% were Asian, and 1% were Native Hawaiian / Pacific Islander; 22% were Hispanic or Latino.



Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The overall unsheltered count for the Maricopa County region has been increasing each year. The number of people experiencing unsheltered homelessness in each subregion has also been increasing annually, with the majority of the unsheltered population concentrated in central Phoenix. From 2017 to 2020, unsheltered homelessness in the Maricopa County region increased by 83%. In the West Valley, unsheltered homelessness increased by 219%. The majority of emergency shelter and transitional housing facilities are located in the City of Phoenix therefore the majority of the sheltered population is also in Phoenix.

The southwest valley I-HELP program provides shelter and meals to approximately ten to fifteen unsheltered individuals nightly.

Discussion:

The PIT Count is a primary source of unsheltered homeless numbers and helps to inform communities on the number of people who do not access services such as Emergency Shelters or Transitional Housing at any given point in time. As the unsheltered count in particular continues to rise across Maricopa County, increased regional efforts to address homelessness are necessary. The Maricopa Regional Continuum of Care is committed to using data from the PIT Count and the regional Homeless Management Information System (HMIS) to understand more about the population experiencing homelessness in the region and to provide solutions that will make homelessness rare, brief, and non-recurring.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b, d)

Introduction:

For purposes of the Consolidated Plan, the City of Goodyear defines special populations as:

1. People who are Elderly or Frail Elderly
2. People with Severe Mental Illness
3. People with Mental, Physical and/or Developmental Disabilities
4. People with Alcohol/Other Drug Addictions
5. Persons with HIV/AIDS & their families
6. Domestic Violence Survivors

The CDBG program expressly permits CDBG funding without income qualification for specific categories of people with special needs – referred to as “presumed benefit” populations. These populations include abused children, elderly persons, victims of domestic violence, severely disabled adults, illiterate adults, persons living with AIDS, and migrant farm workers.





Describe the characteristics of special needs populations in your community:

Elderly and Frail Elderly. According to the 2019 American Community Survey, there are an estimated 6,835 Goodyear households that are headed by a person 65 or older, including 2,368 age 75 and older. Nine of ten elderly and frail elderly households are homeowners. Of elderly Goodyear residents (age 65 to 74), 3.3% or 225 have income below the poverty level. Among residents age 75 and older, 4.0% or 217 have income below the poverty level. The poverty level is highest among single females age 75 and older, (5.5%), many of whom live alone.

People with Severe Mental Illness. According to the Arizona Health Care Cost Containment System (AHCCCS) population report, as of December 1, 2020 there were 1,056,241 Maricopa County residents enrolled in the Complete Care public health care system, which integrates physical and behavioral health services for qualifying families and individuals. Specific data is not available for Goodyear. Of the Maricopa County residents enrolled in the public health care system, 25,452 were individuals with a qualifying diagnosis and mental health disability (SMI). About 1/3 of SMI individuals enrolled in the public health care system also have substance abuse issues. The majority of enrolled SMI individuals receive case management, rehabilitation, and medical and pharmacy services. About 1/3 of enrolled SMI individuals receive supported employment and living skills training.

People with Physical and Developmental Disabilities. According to the 2019 ACS, there are 7,142 people in Goodyear who have a disability. While not a necessary consequence of aging, people age 75 and older are more than twice as likely to have a disability than are people under age 75. Independent living and ambulatory difficulties are the most prevalent, followed by hearing and cognitive difficulties. Physical disabilities impact an estimated 3,415 Goodyear residents and developmental and cognitive disabilities impact an estimated 1,888 Goodyear residents. Goodyear residents with any disability and age 25 to 64 had an unemployment rate of 9.4% in 2019 - almost four times the rate of residents without a disability.

People with Alcohol/Other Drug Addictions. The US Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMSHA) provides current behavioral health data and research on a substate level that includes the Phoenix metropolitan area. Specific data is not available for Goodyear. The 2016-2018 National Survey on Drug Use and Health estimates that 2.8% of metro Phoenix residents age 12 and older have an illicit drug, pain reliever, alcohol or substance use disorder, and 2.4% need but did not receive treatment at a specialty facility to treat the disorder. Co-occurring mental health issues such as depression, anxiety and psychotic disorders are commonly noted with substance abuse.

Domestic Violence, Sexual Assault and Stalking Survivors. In 2020, the Goodyear Police Department took an estimated 1,172 calls for domestic violence and 172 calls for sexual





assault. The Southwest Valley Family Advocacy Center provided services to reduce the trauma of interpersonal violence to 156 Goodyear residents.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly and Frail Elderly People. According to Goodyear CHAS data, there are an estimated 1,125 elderly LMI households with housing problems, including 910 owners and 215 renters. By income category, 395 owners and 70 renters have income less than 30% AMI, 210 owners and 80 renters have income between 30% and 50% AMI, and 305 owners and 65 renters have income between 51% and 80% AMI. Elderly homeowners are most in need of assistance to maintain their homes and installation of accessibility improvements to retain homeownership if desired. Elderly renters are in need of more affordable rental housing in close proximity to transportation and services.

People with Severe Mental Illness. Many SMI individuals are not employed and receive SSI, which in 2020 was \$783/month. Individuals with a qualifying disability may receive SSDI and the 2020 average payment was \$1,258/month. Individuals with serious mental illness are particularly vulnerable to homelessness and in need of permanent supportive housing to attain housing and mental health stability.

People with Physical and Developmental Disabilities. According to Goodyear CHAS data, there are an estimated 1,595 LMI households that include a person with a disability who have housing problems including 765 owners and 830 renters. By income category, 180 owners and 345 renters have income less than 30% AMI, 270 owners and 175 renters have income between 30% and 50% AMI, and 315 owners and 310 renters have income between 51% and 80% AMI. Many people with disabilities who have housing needs may also be elderly. People with disabilities and their families have layered, complex needs that demand broad strategies and resources. Support with home maintenance and repairs for owners and supportive housing for renters are critical to meeting the housing and social needs of people with disabilities. Transportation services and employment opportunities for people with disabilities would be particularly beneficial to providing needed economic and social supports.

People with Alcohol/Other Addictions. There is no specific data regarding the housing needs of people with alcohol and other drug addictions. Nearly half of people receiving substance abuse services from ADHS are age 26 to 45 and 85% are low income. Based on these demographics, in addition to treatment and related services, people with alcohol and other addictions are most likely to be in need of affordable rental housing.

Domestic Violence, Sexual Assault, and Stalking Survivors. The most immediate housing need of domestic violence, sexual assault and stalking survivors is a safe place to live, meals, basic toiletries, legal advocacy, case management, financial coaching, employment assistance, and life skills development. While many are capable of moving to permanent housing without





supports, others are in need of transitional housing with supportive services or with mortgage or rent assistance to maintain their housing after family breakup. There is also a need for free or low-cost specialty counseling services to address trauma.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to the Arizona Department of Health Services 2019 Annual HIV/AIDS Report for Maricopa County, the HIV/AIDS incident rate is 12.5 per 100,000, with 551 new cases reported in 2018; 86% were among men. The prevalence rate is 288.5 per 100,000 with 12,727 people living with HIV/AIDS. New cases of HIV/AIDS were most often reported among men age 25 to 34. About three quarters of cases identified as white or Hispanic. While fewer newly diagnosed individuals identified as black, the incidence rate of HIV/AIDS in black individuals was the highest at 38.1 per 100,000. Men who have sex with men was the most commonly reported risk behavior. There is no specific data available for Goodyear.

Discussion:

The characteristics and needs of particularly-vulnerable populations are as diverse as the characteristics and needs of the population in general. Because the proportion of vulnerable populations who are also low-income is much higher than the population as a whole, there is significant need for appropriate housing and services to meet basic needs.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction’s need for Public Facilities:

Public facilities eligible for CDBG funding include those that serve LMI neighborhoods and resident, seniors, persons with disabilities or HIV/AIDS, people experiencing homelessness, youth, abused and neglected children, parks and recreational facilities, and child care centers.

In addition to other public facilities that are or may become eligible for CDBG funding, the City of Goodyear Capital Improvement Plan identified the Loma Linda Baby Pool conversion as a potential CDBG-funded facility.

How were these needs determined?

Needs were determined by reviewing the Capital Improvement Program (CIP), priorities identified by residents responding to the city’s CDBG Survey, and through stakeholder meetings and interviews conducted in the preparation of the Consolidated Plan.

The Capital Improvement Program (CIP) is plan designed to create, support, maintain and finance Goodyear’s present and future infrastructure needs. The CIP outlines project costs, funding sources and estimated future operating costs associated with each project. The plan is designed to ensure that improvements will be made when and where they are needed and that





the city will have the funds to pay for and maintain them. Capital Projects are defined as: (1) one-time projects; (2) not maintenance related; (3) having assets of significant value; (4) generally over \$100,000; (5) with an expected useful life of at least five years.

The CIP is updated annually to ensure that it addresses new and changing priorities within the city. The CIP is a *plan*. As such, projects are subject to change based on new or shifting service needs, special financing opportunities, emergency needs, or other directives established by the Mayor and Council. Because priorities can change, projects included in outward planning years are reviewed and updated during each annual budget planning process. Capital improvement projects may consist of fire and police facilities, water and wastewater facilities, parks, recreation and community facilities, land beautification projects, and major system enhancements.

Respondents to the city's CDBG survey identified the following priority public facilities needs in Goodyear:

1. Child care center;
2. Disability accessibility, energy efficiency or water savings improvements;
3. Facilities and assistance for Veterans, domestic violence survivors, and people with mental, physical and/or cognitive disabilities;
4. Mental health/health clinic;
5. Neighborhood or community center, senior center, center for persons with disabilities; and
6. Public safety facilities.

Describe the jurisdiction's need for Public Improvements:

Public improvements eligible for CDBG funding that benefit LMI neighborhoods and residents include improvements to solid waste disposal, flood drainage, water and sewer, streets, sidewalks, street lighting, and other public improvements such as the removal of architectural barriers.

In addition to other public improvements that are or may become eligible for CDBG funding, the City of Goodyear Capital Improvement Plan identified the replacement of street lights in North Subdivision, and streetscape improvements on Estrella Parkway and Willis Road as potential CDBG-funded public improvements activities.



How were these needs determined?

Needs were determined by reviewing the Capital Improvement Program (CIP), priorities identified by residents responding to the city's CDBG Survey, and through meetings conducted in the preparation of the Consolidated Plan.

The Capital Improvement Program (CIP) is a plan designed to create, support, maintain and finance Goodyear's present and future infrastructure needs. The CIP outlines project costs, funding sources and estimated future operating costs associated with each project. The plan is designed to ensure that improvements will be made when and where they are needed and that the city will have the funds to pay for and maintain them. Capital Projects are defined as: (1) one-time projects; (2) not maintenance related; (3) having assets of significant value; (4) generally over \$100,000; (5) with an expected useful life of at least five years.

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Respondents to the city's CDBG survey identified the following priority public improvements needs in Goodyear.

1. Broadband infrastructure;
2. Fresh food access;
3. Neighborhood clean-up, code enforcement, clearance and demolition, remediation of contaminated sites; and vacant lot development;
4. Parks, playgrounds and aesthetic amenities;
5. Streets, sidewalks, curbs and gutters, street lighting or pedestrian crosswalks; and
6. Water, sewer or solid waste infrastructure.



Describe the jurisdiction's need for Public Services:

Public services eligible for CDBG funding that serve LMI neighborhoods and residents include those that serve seniors, persons with disabilities or HIV/AIDS, people experiencing homelessness, youth, abused and neglected children, and domestic violence survivors. Other CDBG-eligible services include employment training, crime awareness/prevention, fair housing, tenant/landlord counseling, health and mental health services, eviction or foreclosure prevention, and other services that promote housing and economic opportunity or stability.

The city's 2019 Community Assessment indicates a need for the following social determinants of health:

1. Expanded services designed to meet the needs of minority population, people in or at risk of crisis, and people experiencing homelessness, with consideration to programs that use an innovative approach to bring services into Goodyear through permanent physical spaces or mobile service delivery;
2. Community spaces that create opportunities for children and youth and support and grow local culture;
3. Mental health care, particularly innovative approaches to bring more services into Goodyear with an initial focus on supporting school efforts to link students to care;
4. Regional solutions to expand the variety and options of available services and that support community investment in both Goodyear residents and the Goodyear workforce that may not reside within the city boundaries;
5. Transportation solutions, with an initial focus on supporting residents who have challenges with transportation to meet their health care needs or to access services.

Respondents to the city's Consolidated Plan survey identified the following priority public services needs in Goodyear:

1. Child care;
2. Employment and job training and job search/placement assistance;
3. Financial education and counseling;
4. Food and clothing;
5. Health and mental health services;
6. Recreational programs; and
7. Transportation services;



How were these needs determined?

Needs were determined by reviewing the 2019 Community Assessment, priorities identified by residents responding to the city's CDBG Survey, and through meetings conducted in the preparation of the Consolidated Plan.

The 2019 Community Assessment describes the health and well-being of residents living in the city of Goodyear. The assessment is an analysis of both quantitative and qualitative data to determine the strengths and needs of the community. The assessment is designed to aid in prioritizing and planning the use of resources for community investments and grantmaking. The assessment was completed through a systemic analysis of secondary data and qualitative engagement with community members to learn their perspectives and experiences in twelve (12) areas: 1) access to health care and coverage; 2) affordable quality housing; 3) community safety; 4) economic opportunity; 5) educational opportunity; 6) environmental quality; 7) healthy community design; 8) parks and recreational opportunities; 9) quality affordable food; 10) social and cultural cohesion; 11) social justice; and 12) transportation options.



Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The housing market consists of homeowners and renters and the units they occupy. In addition to tenure and occupancy, the three primary elements of the housing market that impact supply and demand are:

1. Variety - the types of housing that are available.
2. Quality, - most often defined by age, unit value and whether the unit has complete plumbing or kitchen facilities.
3. Affordability - defined by the percentage of household income that must be spent for housing costs and whether that percentage consumes more than 30% of gross household income.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

A variety of housing types are necessary to meet the diverse housing needs and desires of both owners and renters. Housing variety is driven by many factors - primarily demand for certain types of housing and amenities. Other factors that influence housing variety include public policy such as zoning and building requirements, the availability and cost of infrastructure, and the cost of development (land, construction, fees).

Table 13 - Residential Properties by Number of Units		
Property Type	Number	%
1-unit detached structure	25,415	90.1%
1-unit, attached structure	325	1.2%
2-4 units	375	1.3%
5-19 units	642	2.3%
20 or more units	1229	4.4%
Mobile Home, boat, RV, van, etc.	221	0.8%
Total	28,207	

Data Source: 2014-2018 ACS





Table 14 - Unit Size by Tenure				
	Owners		Renters	
	Number	%	Number	%
No bedroom	20	0.1%	183	2.9%
1 bedroom	157	0.8%	914	14.7%
2 bedrooms	3,128	16.8%	1,203	19.4%
3 or more bedrooms	15,317	82.3%	3,913	63.0%
Total	18,622	100.0%	6,213	100.0%

Data Source: 2014-2018 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

There are currently no units in Goodyear assisted with federal, state or local programs.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

There are no units expected to be lost from the affordable housing inventory for any reason, including expiration of Section 8 contracts.

Does the availability of housing units meet the needs of the population?

There is a general oversupply of units with 3 or more bedrooms - over 50% of Goodyear households consist of one or two people, while 77% of housing units contain 3 or more bedrooms. People may choose to live in a unit that is larger than needed for their household size. The limited supply of multi-family and 1- and 2- bedroom units constrain choices for households who may wish to live in a smaller unit. The available single-family choices are more expensive than what a typical LMI household can afford.

Describe the need for specific types of housing:

There is a need for smaller lot and multi-family housing units consisting of 0 – 3 bedrooms that provide housing options for young families, middle-income workers, and older families wishing to downsize.

Discussion

Encouraging a range of housing choices for people at all income levels can be achieved through addressing the need for affordable housing for those with lower incomes, developing new opportunities for first-time homebuyers to enter the homeownership market, and promoting market-rate and executive housing for professionals and upwardly-mobile households.





Encouraging housing variety also provides an opportunity for people of different incomes, ages, races and ethnicities to create a strong community and to live in the same neighborhood as their housing needs change through life. As demand for a range of housing types becomes more prevalent, increased smaller-lot and higher-density housing development proposals are anticipated.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Housing that is not affordable has costs to families and the community. It can lead to homelessness, place increased demands on community services, result in deferred maintenance that impacts entire neighborhoods, and negatively impact local businesses as households make fewer discretionary purchases. Households that pay too much for housing must often make difficult decisions about how to pay for other nondiscretionary costs such as food, child care, and transportation. Homeowners that pay too much for housing often struggle with necessary maintenance and repairs, and renters that pay too much for housing are often unable to save the funds necessary to move into homeownership.

Housing is considered affordable when a household pays not more than 30% of household income for housing costs. Households that spend more than the 30% threshold are considered housing cost burdened. Households that spend more than 50% for housing costs are considered severely cost burdened.

Both owners and renters may choose to occupy housing that is disproportionately costly for any number of reasons. Location, availability, public transportation and access to services or employment, anticipated income increases, and housing quality are just some of the complex factors that impact housing choice and affordability. Yet choice is much more limited for households with the lowest incomes.

Homeowners who are housing cost burdened may require assistance with unplanned home repairs. The lowest income homeowners may be challenged to maintain their homes. More than six of ten (63.3%) or 2,065 Goodyear LMI homeowners are housing cost burdened, as are 11.0% or 1,590 middle- and higher-income homeowners. Severe cost burden, or paying more than 50% of household income for housing costs impacts 1,300 (39.9%) LMI homeowners and 175 (1.2%) middle- and higher-income homeowners.

Renters who are housing cost burdened may require assistance with their monthly rent payments and with security and utility deposits. They may struggle to save funds for a down payment or retain housing close to their employment in Goodyear. Nearly three-quarters (74.4%) or 1,890 Goodyear LMI renters are housing cost burdened, as are 8.2% or 300 middle- and higher-income renters. Severe cost burden, or paying more than 50% of household income





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for housing costs impacts 1,080 (57.1%) LMI renters and 10 (0.3%) middle- and higher-income renters.

Cost of Housing

Table 15 – Cost of Housing			
	Base Year: 2010	Most Recent Year: 2019	% Change
Median Home Value	\$271,500	\$330,500	21.7%
Median Contract Rent	\$1,193	\$1,564	31.1%
Median Household Income	\$76,221	\$85,147	11.7%

Data Sources: 2010 US Census, 2019 ACS

Table 16 - Rent Paid		
Rent Paid	Number	%
Less than \$500	78	1.4%
\$500-999	808	14.5%
\$1,000-1,499	2,652	47.7%
\$1,500-1,999	1,461	26.3%
\$2,000 or more	555	10.0%
Total	5,554	

Data Source: 2015-2019 ACS

Table 17 - Housing Affordability		
% Units affordable to Households earning	Renter	Owner
30% HAMFI	225	0
50% HAMFI	225	670
80% HAMFI	3,535	3,045
100% HAMFI	2,200	3,220
Total	6,185	6,990

Data Source: 2013-2017 CHAS Table 18A





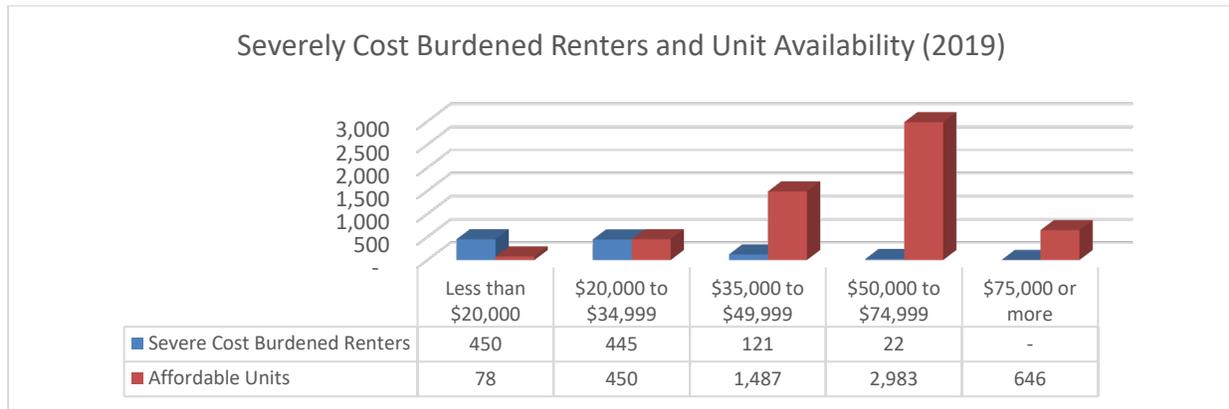
City of Goodyear Arizona HUD FY2021-2025 Five-Year Consolidated Plan

Table 18 – Monthly Rent					
Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Area Median Rent	\$1,354	\$998	\$1,240	\$1,401	\$1,661
Fair Market Rent	\$847	\$958	\$1,173	\$1,676	\$1,916
Low HOME Rent	\$681	\$730	\$876	\$1,011	\$1,128
High HOME Rent	\$847	\$928	\$1,116	\$1,280	\$1,409

Data Source: AZ Department of Housing FMR and HOME Rents for Phoenix MSA

Is there sufficient housing for households at all income levels?

As evidenced by cost burden data, there is insufficient housing for LMI households in Goodyear. Analysis of 2019 American Community Survey data indicates a need for 372 additional units renting for \$500/month or less to be affordable to renters with annual household income less than \$20,000. Continuing rent increases will also place households with income between \$20,000 and \$34,999 at risk of severe cost burden.



There are very few home-purchase options affordable to LMI households in Goodyear. Units priced under \$250,000 would provide opportunities for LMI renters who wish to purchase a home in Goodyear. Units listed for less than \$250,000 typically are placed in pending status within days and sometimes hours of the time of listing.





How is affordability of housing likely to change considering changes to home values and/or rents?

Housing affordability will be largely dependent on the economic outcome of the coronavirus pandemic. At present, rental and purchase affordability are expected to continue declining over the next several years as in-migration continues to constrain supply, which cannot keep pace with demand. As supply increases, housing values and rents may stabilize; however, housing affordability, particularly for extremely low-income and low-income households is expected to be an ongoing problem.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Both Low and High HOME rents are lower than FMRs. FMRs are lower than area median rents for 1- and 2- bedroom units, and higher for zero-, 3-, and 4- bedroom units. When the HOME rent/FMR is lower than the area median rent it can mean that 1) market-rate rental housing is generally unaffordable, 2) FMRs do not accurately reflect current market conditions, 3) there is a large supply of renter-occupied substandard units, or 4) there are few units of a given size. In Goodyear, the differences between HOME rent/FMR and the area median rent generally reflects the high volume of 3 bedroom and larger units and the low volume of 1- and 2- bedroom units. Households with a Housing Choice Voucher or other rental assistance would likely find it difficult to find a quality rental unit consisting of 1 or 2 bedrooms.

Investment in units of all bedroom sizes, with emphasis on 1- and 2- bedroom units is needed to increase housing affordability for renters.

Discussion

Housing affordability continues to decline as the population increases and supply cannot keep pace with demand. LMI households are challenged to find decent, safe and cost-attainable housing. Housing affordability impacts both renters and homeowners.

Between 2010 and 2019 median home values increased 21.7%, median rents increased 31.1%, and median income 11.7%. Median home values increased at nearly twice the rate of median income, and median rents by nearly three times the rate of median income.

Rehabilitated or new units targeted to very low-income renters would have positive impacts on the availability of cost-attainable housing.





MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

Housing quality encompasses a range of issues that are central to quality of life including housing safety, design and appearance, maintenance and energy efficiency, and community safety and livability. The quality of the existing housing stock reflects economic prosperity and pride of community.

The age of the housing stock is one indicator of housing quality. While many older housing units have been well-maintained, other older housing units may have been built to outdated building codes using materials and construction techniques that are no longer considered safe or sustainable. Older housing units may be less energy efficient, resulting in higher utility costs for occupants. In addition, some materials, such as lead (in units built prior to 1978) and asbestos may be health hazards to unit occupants.

Definitions

A substandard housing unit is defined by HUD as lacking complete plumbing or kitchen facilities. HUD also requires the city to define 1) substandard condition and 2) substandard condition and suitable for rehabilitation. These definitions are used in determining the eligibility of a housing unit for rehabilitation, except for emergency/minor repairs using CDBG funds.

- *Substandard Dwelling Unit.* A residential property that does not meet HUD Housing Quality Standards (HQS), or local building code.
- *Substandard Dwelling Unit Suitable for Rehabilitation.* A dwelling unit that does not meet HUD Housing Quality Standards (HQS) or local building code, where 1) improvements are economically and physically feasible, and after rehabilitation the dwelling unit will meet local building code and HQS, and 2) the cost of rehabilitation will not exceed 100% of the replacement cost of the dwelling.
- *Emergency/minor repairs* may be made without the unit meeting local code as long as the repairs meet local code. Emergency/minor repairs include but are not limited to disability accessibility improvements, lead-based paint remediation, repair of one major system (e.g., foundation, wall, electrical, roof, plumbing, HVAC), and window/door or energy efficiency improvements.





Condition of Units

Table 19 - Condition of Units				
Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	3,970	21.3%	2,310	37.2%
With two selected Conditions	79	0.4%	195	3.1%
With three selected Conditions	14	0.1%	59	0.9%
With four selected Conditions	0	0.0%	0	0.0%
No selected Conditions	14,559	78.2%	3,649	58.7%
Total	18,622		6,213	

Data Source: 2014-2018 ACS

Table 20 – Year Unit Built				
Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	14,872	79.9%	4,255	68.5%
1980-1999	3,110	16.7%	1,423	22.9%
1950-1979	546	2.9%	393	6.3%
Before 1950	94	0.5%	142	2.3%
Total	18,622		6,213	

Data Source: 2014-2018 ACS

Table 21 – Risk of Lead-Based Paint				
Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	629	3.5%	482	7.8%
Housing Units built before 1980 with children present	205	1.2%	285	4.6%

Data Source: 2014-2017 ACS (Total Units) 2014-2017 CHAS Table 13 (Units with Children present)

Need for Owner and Rental Rehabilitation

Housing units that are 40 years old or older are more likely than newer housing stock to require rehabilitation or replacement, lead-based paint remediation, and energy efficiency improvements. Over three quarters (77%) of Goodyear’s housing stock has been built since the year 2000. There are 1,175 units that were built before 1980 and are 40 years old or older, representing 4.7% of Goodyear housing units.

HUD’s housing condition data includes four housing conditions: 1) lacks complete kitchen facilities, 2) lacks complete plumbing facilities, 3) more than one person per room, and 4) cost





burden greater than 30%. Conditions 3 and 4 are not directly relevant to the physical condition of the unit, although overcrowding and cost burden can lead to substandard housing. US Census data provide information on complete plumbing and kitchen facilities. Complete kitchen facilities include a) cooking facilities, b) refrigerator, and c) a sink with piped water. Complete plumbing facilities include a) hot and cold piped water, b) a flush toilet, and c) a bathtub or shower. US Census data indicates there are 73 units in Goodyear that lack complete plumbing facilities and 118 that lack complete kitchen facilities.

Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families with LBP Hazards

CHAS Table 13 provides data on the number of pre-1980 housing units occupied by LMI families with young children. HUD estimates that 490 pre-1980 housing units are occupied by families with young children, including 205 occupied by owners and 285 occupied by renters. Renters (4.6%) with children age six and younger are four times as likely as owners (1.2%) to occupy pre-1980 housing units.

Childhood lead poisoning is a serious pediatric health problem and children ages six years and younger are particularly susceptible to lead poisoning. Research indicates that even a low level of lead in a child's blood can have harmful effects on physical and developmental health. The most common source of exposure is deteriorating lead-based paint and lead-contaminated dust found in the home, but other sources include pottery, jewelry, candy and makeup.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The City of Goodyear does not own or operate public housing or Section 8 Housing Choice Voucher programs. The city is served by the Housing Authority of Maricopa County.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

The Maricopa Regional Continuum of Care Housing Inventory Chart provides information on the facilities available to people experiencing homelessness in the region. Beds include emergency shelter beds where the stay is typically limited to a short duration, transitional housing beds where occupancy is from six to twenty-four months, and permanent supportive housing beds where occupancy is long term and includes the supportive services necessary for people to live independently. Permanent supportive housing includes rapid re-housing assistance and Veterans Affairs Supportive Housing Vouchers. There are no facilities or beds located in Goodyear, which is served by the regional system.





Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year-Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	1,033		1,150	2,480	
Households with Only Adults	1,061		846	5,183	
Chronically Homeless Households				1,377	
Veterans	35		271	1,389	
Unaccompanied Youth	55		52	70	
Source:	2019 Maricopa Regional CoC Housing Inventory Count (HIC)				

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

The Maricopa Regional Continuum of Care connects people experiencing homelessness with mainstream services, including Medicaid and Social Security benefits, mental health, and employment services to maximize the potential for housing and economic stability. Continuum of Care service providers utilize a coordinated entry process to match clients with appropriate shelter, housing and services. Service providers pair targeted services with mainstream services to create a wrap-around system to ensure households receive as much help as possible.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

In addition to housing and economic stability services, a range of services including employment training, counseling and case management, financial literacy, legal aid, child care, and transportation are available. New Life Center has 103 beds is located in Goodyear and provides shelter and services to domestic violence survivors. Participants in the Maricopa Regional Continuum of Care include the following organizations. Organizations providing permanent supportive housing to address the needs of people experiencing chronic homelessness are noted in italics:





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- *A New Leaf*
- Andre House
- Area Agency on Aging Region One
- *Arizona Behavioral Health Corporation*
- *Arizona Housing Inc.*
- *AZCEND*
- Catholic Charities
- *Central Arizona Shelter Services*
- Chicanos Por La Causa
- Chrysalis
- Circle the City
- *City of Chandler*
- *City of Glendale*
- *City of Mesa*
- *City of Phoenix*
- *City of Tempe*
- *Community Bridges*
- Crossroads
- Deep within Rehab
- Family Promise
- *Florence Crittenton*
- Gift of Mary
- Homeless Youth Connection
- Homeward Bound
- House of Refuge East
- House of Refuge Sunnyslope
- Labor’s Community Service Agency
- *La Frontera EMPACT*
- Lutheran Social Services of the Southwest
- *Native American Connections*
- New Life Center
- Phoenix Dream Center
- Phoenix Rescue Mission
- *Phoenix Shanti Group*
- Project Veteran’s Pride
- *Recovery Innovations of AZ*
- Salvation Army Phoenix
- *Save the Family*
- Society of St. Vincent de Paul
- Sojourner Center
- *Southwest Behavioral Health*
- Streetlight USA
- Streets of Joy
- Tempe Community Action Agency
- *UMON New Day Centers*
- *US Veterans Initiative*





MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

There are a variety of regional services available to assist vulnerable populations, including at-risk youth, seniors, and persons with disabilities, serious mental illness, alcohol and/or substance use disorders, and HIV/AIDS.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Supportive housing needs include, but are not limited to: rent and utility assistance, financial management, food and clothing assistance, health and mental health care, employment services, and life skills training or assistance with daily living.

People who are elderly or frail elderly or have disabilities also need programs and services that are comprehensive, age-appropriate and made available onsite or close to community services. These services include specialized outreach services, assistance with activities of daily living, 24-hour crisis assistance, physical health care, mental health care, substance use treatment, transportation services, representative payee services, care coordination with community providers, nutrition and meal services, and community building activities aimed at reducing isolation.

People with alcohol or other drug addictions need psychiatric and medical services, relapse prevention services, assistance with and training in activities of daily living, money and medication management, employment services, and education and information sharing groups.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Clients are generally not allowed to be discharged from institutions, including mental health, drug and alcohol treatment, jails and prisons without a clear post-discharge housing plan. However, some clients have nowhere to go and end up on the streets, in shelters or in temporary arrangements with friends or relatives. This is particularly true of ex-offenders and people with untreated drug and alcohol problems who may be restricted from occupancy in public or subsidized housing due to crime and drug-free housing policies.

To the maximum extent possible, individuals discharged from State-funded institutions or systems of care have housing options available in order to prevent discharge into homelessness. Discharge planning begins as soon as an individual is admitted to a facility and includes referrals and possible interventions to meet the individual’s needs. The Regional Behavioral Health Authority (RBHA) has dedicated housing staff with knowledge, expertise and





experience to participate in and administer affordable housing programs. For individuals who are able to live independently, the RBHA makes available programs such as rent subsidies, owner-occupied home repairs, move-in assistance, and transitional and supportive housing programs coupled with needed supportive services. The RBHA also makes available supervisory care homes or unlicensed board and care homes for those in need of additional assistance while advocating for independent living.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The city grants resources through its Community Funding Program to nonprofit organizations that address the housing and supportive services needs of vulnerable individuals and families. The Community Funding Program may provide funding to assist individuals and families to attain and maintain housing stability, gain self-sufficiency, access healthy foods, provide transportation services, and assistance enrolling in means-based programs.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." The Goodyear 2025 City of Goodyear General Plan identified the following local barriers to affordable housing and residential development:

1. As a relatively young community, limited programs are currently in place to address aging housing stock.
2. The availability of funding such as Community Development Block Grant funds have steadily decreased over the years.
3. Goodyear has a need for a variety of housing types, such as multifamily rental housing. However, there are often negative, but not necessarily true, associations with these types of developments that must be overcome.
4. Housing prices could increase in the future causing housing to become unaffordable.



MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Economic development is a major contributor to Goodyear’s standard of living and quality of life. Standard of living is typically measured by a series of indicators that include educational achievement, housing and neighborhood conditions, general health and safety, household income, employment opportunities, and wages. The economic vision for Goodyear is based on the values and the fundamental principles that the community holds. This vision includes 1) a healthy and beautiful environment and good quality of life, 2) people have great jobs and earn a competitive and sustainable income, 3) business prospers, and 4) partnerships and collaboration embrace a shared economic agenda.

Economic Development Market Analysis

Table 23 - Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	251	-	0.8%	0.0%	-0.8%
Arts, Entertainment, Accommodations	2,285	4,588	7.1%	18.4%	11.3%
Construction	1,940	-	6.0%	0.0%	-6.0%
Education and Health Care Services	7,655	10,342	23.8%	41.4%	17.6%
Finance, Insurance, and Real Estate	2,695	1,378	8.4%	5.5%	-2.9%
Information	515	219	1.6%	0.9%	-0.7%
Manufacturing	1,978	-	6.1%	0.0%	-6.1%
Other Services	1106	768	3.4%	3.1%	-0.3%
Professional, Scientific, Management	3,219	504	10.0%	2.0%	-8.0%
Public Administration	2413	504	7.5%	2.0%	-5.5%
Retail Trade	4,495	4,398	14.0%	17.6%	3.6%
Transportation and Warehousing	2,684	1,729	8.3%	6.9%	-1.4%
Wholesale Trade	937	559	2.9%	2.2%	-0.7%
Total	32,173	24,989	100.0%	100.0%	

Data Source: 2013-2017 ACS (most recent year jobs data available)

Table 24 - Labor Force

Total Population in the Civilian Labor Force	36,205
Civilian Employed Population 16 years and over	34,570
Unemployment Rate	4.5%
Unemployment Rate for Ages 16-24	21.0%
Unemployment Rate for Ages 25-64	2.3%

Data Source: 2015-2019 ACS





Table 25 - Occupations by Sector Civilian Employment

	Full-time Year-round	Not Full-time Year-round	% Full-time Year-round
Management, business and financial	11,147	2,662	80.7%
Service	3,466	2,155	61.7%
Sales and office	5,725	2,593	68.8%
Natural resources, construction and maintenance	2,059	652	75.9%
Production, transportation and material moving	3,070	1,041	74.7%
All Occupations	25,467	34,570	73.7%

Data Source: 2015-2019 ACS

Table 26 - Travel Time

Travel Time	Number	Percentage
< 30 Minutes	16,481	52.6%
30-59 Minutes	10,847	34.7%
60 or More Minutes	3,975	12.7%
Total	31,303	

Data Source: 2015-2019 ACS

Table 27 - Educational Attainment by Employment Status (Population Age 25 to 64)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	1,671	101	1,709
High school graduate (includes equivalency)	6,231	96	2,412
Some college or Associate's degree	12,018	403	4,387
Bachelor's degree or higher	10,103	397	1,911

Data Source: 2015-2019 ACS



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	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	47	245	189	771	464
9th to 12th grade, no diploma	1,124	644	694	938	431
High school graduate, GED, or alternative	2,203	1,710	2,684	4,345	2,977
Some college, no degree	2,357	3,409	3,370	5,486	3,452
Associate's degree	319	1,153	1,446	1,944	953
Bachelor's degree	302	1,580	2,415	3,844	2,412
Graduate or professional degree	81	580	1,604	2,388	2,117

Data Source: 2015-2019 ACS

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	\$26,149
High school graduate (includes equivalency)	\$32,472
Some college or Associate's degree	\$40,538
Bachelor's degree	\$60,338
Graduate or professional degree	\$65,181

Data Source: 2015-2019 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The following table shows the major employment sectors in Goodyear, the 2019 median earnings for each, and the percentage of median household income. Together these three employment sectors provide more than three quarters (77.4%) of employment in Goodyear.

Industry	% of Jobs	Median 2017 earnings	Median earnings as % of Median Income
Education and Health Care Services	41.4%	\$39,373	63.3%
Arts, Entertainment and Accommodations	18.4%	\$20,184	32.4%
Retail Trade	17.6%	\$26,689	42.9%

Describe the workforce and infrastructure needs of the business community:

Workforce needs primarily include those necessary to develop advanced manufacturing skill sets to keep pace with rapidly-changing advances in technology. Infrastructure needs include roads, water and sewer, and broadband fiber and fiber conduit. Improved transit systems that provide increased opportunities for employees to access employment are also needed.





Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Developing job growth through the attraction of industry clusters is a focus of the City of Goodyear Economic Development Strategy Plan. In addition to business recruitment, a focus on stimulating entrepreneurship and growing small and local business will also have a positive impact on the economy by helping to create jobs and by increasing the volume and velocity of income to generate wealth.

The Goodyear Economic Development Strategy Plan is designed around five key initiatives that include overarching goals and strategic actions for implementation. These five key initiatives are business development, workforce, employment centers, marketing and branding, and advocacy. The major initiatives build on the city's economic strengths to ensure long-term vitality and quality of life.

The industry clusters that have been identified for Goodyear have high potential for growth and will foster diverse job creation and complement the city's strengths. The key clusters are:

1. Aviation and Aerospace
2. Advanced Manufacturing
3. Health Services
4. Higher Education
5. Information Technology

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Goodyear is part of a larger regional economy where people may live and work in neighboring jurisdictions. The data suggests a mismatch between education and employment opportunities in the education and health services sector, and the arts, entertainment and accommodation sector.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Maricopa County West Valley ARIZONA@WORK One- Stop Center provides career services to residents of Maricopa County living outside of the City of Phoenix. ARIZONA@WORK serves job seekers of all backgrounds, all skill levels, and all ages and partners with employers to meet their workforce needs. Job seekers are provided with career guidance and assessments, customized training, education and skills development, and assistance connecting with employers and supportive services, if needed. Specialized services are available for veterans,





people with disabilities, and people with criminal justice challenges or backgrounds. Supportive services to enable successful completion of training may include assistance with costs of housing, utilities, transportation, child care, clothing/uniform, or tools necessary for employment.

Estrella Mountain Community College is located near Goodyear and offers Associate’s Degrees and Certificates in Accounting, Justice, Law Enforcement, and Corrections, Information Technology, Organizational Leadership, Retail and Small Business Management, and Speech Pathology.

The InnovationHub @ Goodyear is a partnership between the City of Goodyear, ASU Entrepreneurship & Innovation Group, and the Maricopa County Library District. The InnovationHub is located in the Goodyear Branch Library and includes a free inspiring space where inventors, problem solvers, entrepreneurs, and small business can collaborate, network, expand on their ideas and receive one-on-one mentoring. Monthly Business Builders meetings on different aspects of owning a small business are provided, and the ASU Startup School provides a series of free facilitated workshops designed to assist entrepreneurs in learning what they need to develop a successful venture.

These efforts will support the Consolidated Plan by providing necessary support services for youth and adults seeking career and employment opportunities, and by providing assistance to small businesses and entrepreneurs.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The Goodyear Economic Development Strategy Plan is designed around five key initiatives that include overarching goals and strategic actions for implementation. These five key initiatives are business development, workforce, employment centers, marketing and branding, and advocacy. The major initiatives build on the city's economic strengths to ensure long-term vitality and quality of life.

Discussion

Achieving the goals of the strategic plan requires an equal focus on job growth, product improvement and marketing and branding. Implementation of the strategy will: generate robust job growth within industry clusters by maximizing the assets that Goodyear has; promote job creation and revenue generation of small business and local entrepreneurs; invest in infrastructure and other capital projects to stimulate private sector investment within





employment centers; and create a unique brand for Goodyear that differentiates the city from its competitors.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

There are no areas in Goodyear where households with multiple housing problems are concentrated.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

An area of low-income concentration is defined by HUD as an area where at least 51% of the population has income below 80% of the area median income. There are four Census Block Groups where low-income populations are concentrated based on LMI Census data provided by HUD.

Because Goodyear has relatively few concentrated low-income areas, the city estimates that HUD will provide an exception and allow for an area of low-income concentration to be defined as an area where at least 43.37% of the population has income below 80% of the area median income. Based on this exception, there are an estimated nine Census Block Groups where low-income populations are concentrated based on LMI Census data provided by HUD. HUD generally provides exception information in April or May.

There are six Census Block Groups in Goodyear that are considered areas of minority concentration based on 2018 data. An area of minority concentration is defined as an area where the proportion of people who are other than non-Hispanic White is at least 10% higher than the citywide proportion, which is greater than 35.0%.

What are the characteristics of the market in these areas/neighborhoods?

Some areas of low-income or minority concentration are urban in nature while others are more rural in nature. Many are located near transportation and current or planned employment corridors. Housing prices continue to increase throughout Goodyear, and low-income and minority concentration areas are no exception.

Are there any community assets in these areas/neighborhoods?

Assets in many of these areas include a higher number of working-age adults, multi-cultural roots and traditions, and proximity to current or planned transportation and employment corridors.



Are there other strategic opportunities in any of these areas?

There are aging facilities and infrastructure that would benefit from improvement to better serve area residents.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

The US Census American Community Survey reported 6,583 Goodyear households with no broadband internet subscription, and 2,827 without a computer. Among those with no computer, 959 or 33.9% were headed by a person age 65 or older. The data suggests there is no direct link between broadband connectivity and LMI neighborhoods.

The high volume of people working and attending school from home due to the coronavirus pandemic has highlighted problems with broadband infrastructure, particularly those with high-speed connections that LMI households may be unable to afford. Through a study, the city is exploring the need for fiber conduit to support economic development efforts.

According to the February 2018 Arizona Statewide Broadband Strategic Plan, a statewide infrastructure plan will be developed to identify existing infrastructure, opportunities for expansion, and areas with greatest need/highest priority. The infrastructure plan will emphasize rural middle-mile infrastructure and improve coordination between broadband providers and public entities.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

There are currently two broadband internet providers serving Goodyear.



MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The Maricopa County Multi-Jurisdictional Hazard Mitigation Plan 2015 identified the likely effects of climate change as increased heat, drought, and insect outbreaks that result in more wildfires, declining water supplies, reduced agricultural yields, health impacts in cities due to heat, and flooding and erosion. The plan was prepared in compliance with US Department of Homeland Security Federal Insurance and Mitigation Administration Requirements.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

An estimated 134 LMI Goodyear households are vulnerable to flooding and 38 to wildfire. The 2015 Maricopa County Multi-Jurisdictional Hazard Mitigation Plan describes in greater detail how vulnerability is determined.



Strategic Plan

SP-05 Overview

The Five-Year HUD Consolidated Plan aligns with the city’s Strategic Plan, which includes four focus areas: 1) *Fiscal and Resource Management* that is efficient, business friendly, and provides exceptional customer service to stakeholders and citizens; 2) *Economic Vitality*, which includes supporting a growing economy, investing in transportation and infrastructure, and seeking high quality retail and entertainment opportunities; 3) cultivating a *Sense of Community* through programs, gathering places, and events where the community can come together to participate in learning and recreation opportunities; and 4) continuing to support a high *Quality of Life* where residents can safely live, work, and play.

As a young and fast-growing city, Goodyear has focused CDBG funding on creating a sense of community that includes safe neighborhoods, adequate infrastructure, and accessible public facilities.

Strategic Plan Overview

SP-10 Geographic Priorities – 91.215 (a)(1)

The City of Goodyear will invest CDBG funds in activities throughout the city that directly benefit LMI households, areas, and people with special needs.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Public and stakeholder input, the Consolidated Plan needs assessment and market analysis, and the city’s General Plan, Capital Improvements Plan, and Community Needs Assessment are used to determine the relative priority of activities and the populations that will be served.

HUD allows two priority designations – high and low. Assignment of priority does not reflect a lack of need for any particular population or activity; it merely identifies those conditions that are most likely to be addressed with limited CDBG funding. All priority needs, regardless of priority designation of high or low, are considered consistent with the Goodyear Consolidated Plan for the purpose of issuing consistency letters to third parties.

- High priority activities are likely to be funded with CDBG resources during the next five years.
- Low priority activities may be funded as opportunities arise.





High-Priority Activities

1. Community Facilities and Infrastructure
2. Public Services
3. Program Administration

Low-Priority Activities

1. Attainable and Sustainable Housing
2. Economic Development



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SP-30 Influence of Market Conditions – 91.215 (b)	
Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	<ul style="list-style-type: none"> • Increasing rents. • 985 LMI Goodyear renters pay more than 50% of income for rent and utilities, and an additional 742 pay between 30% and 49% of income for rent and utilities.
TBRA for Non-Homeless Special Needs	<ul style="list-style-type: none"> • Increasing rents. • 830 LMI renter households that include a person with a disability have one or more housing problems. Most pay more than 30% of household income for housing costs. • 215 LMI renter households that include a person age 62 or older have one or more housing problems, including 135 with a person age 75 or older. Most pay more than 30% of household income for housing costs. • People age 25 to 64 with disabilities have an unemployment rate almost four times the rate of residents without a disability.
New Unit Production	<ul style="list-style-type: none"> • Increasing rents and home prices. • 985 LMI Goodyear renters pay more than 50% of income for rent and utilities, and an additional 742 pay between 30% and 49% of income for rent and utilities. • 830 LMI renter households that include a person with a disability pay more than 30% of income for rent and utilities. • 1,285 LMI Goodyear owners pay more than 50% of income for housing costs and utilities, and an additional 770 pay between 30% and 49% of income for housing costs. • Approximately 372 rental units renting for less than \$500/month are needed to house severely cost burdened Goodyear renters with annual income less than \$20,000 in 2019.





Rehabilitation	<ul style="list-style-type: none">• Increasing rents and home prices.• Rehabilitating housing is often less costly than constructing new housing.• 1,111 Goodyear units were built prior to 1980, including 629 owner units and 429 renter units.• An estimated 490 LMI households with young children reside in pre-1980 housing units and are at risk of lead poisoning.• 1,285 LMI Goodyear owners pay more than 50% of income for housing costs and utilities, and an additional 770 pay between 30% and 49% of income for housing costs.• 935 LMI owner households that include a person with a disability have one or more housing problems. Most pay more than 30% of household income for housing costs.• 910 LMI owner households that include a person age 62 or older have one or more housing problems, including 405 with a person age 75 or older. Most pay more than 30% of household income for housing costs.• 985 LMI Goodyear renters pay more than 50% of income for rent and utilities, and an additional 742 pay between 30% and 49% of income for rent and utilities.• 830 LMI renter households that include a person with a disability pay more than 30% of income for rent and utilities.• 215 LMI renter households that include a person age 62 or older have one or more housing problems, including 135 with a person age 75 or older. Most pay more than 30% of household income for housing costs.• Approximately 372 rental units renting for less than \$500/month are needed to house severely cost burdened Goodyear renters with annual income less than \$20,000 in 2019.
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<p>Acquisition, including preservation</p>	<ul style="list-style-type: none">• Acquiring or preserving housing is often less costly than constructing new housing.• 1,285 LMI Goodyear owners pay more than 50% of income for housing costs and utilities, and an additional 770 pay between 30% and 49% of income for housing costs.• 935 LMI owner households that include a person with a disability have one or more housing problems. Most pay more than 30% of household income for housing costs.• 910 LMI owner households that include a person age 62 or older have one or more housing problems, including 405 with a person age 75 or older. Most pay more than 30% of household income for housing costs.• 985 LMI Goodyear renters pay more than 50% of income for rent and utilities, and an additional 742 pay between 30% and 49% of income for rent and utilities.• 830 LMI renter households that include a person with a disability pay more than 30% of income for rent and utilities.• 215 LMI renter households that include a person age 62 or older have one or more housing problems, including 135 with a person age 75 or older. Most pay more than 30% of household income for housing costs.• Approximately 372 rental units renting for less than \$500/month are needed to house severely cost burdened Goodyear renters with annual income less than \$20,000 in 2019.
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SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c) (1,2)

Introduction

The Community Development Block Grant program is funded through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the City of Goodyear is classified as an entitlement community. This means that Goodyear does not apply for the CDBG program, but is awarded CDBG funds at a level based on a HUD formula involving population and demographics. In order to receive CDBG funds, the city must complete a Consolidated Plan every five years and an Annual Action Plan that details the uses of funds. Congress' primary objective for CDBG is to improve communities, principally for LMI persons by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

The amount of CDBG funding received by the city varies from year-to-year based on the Federal Budget. The city expects to receive approximately \$425,000 annually during each of the next five years and received \$422,807 in FY2021. The Annual Action Plan describes city allocations for the CDBG program during the coming year.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds will leverage the city's Community Funding Program. The Community Funding Program provides grants to nonprofit organizations that provide human or social services to benefit Goodyear residents. Applications are generally taken in spring of each year for activities that will address a priority inspired by the 2019 Goodyear Community Assessment. These priorities are to:

1. Expand services available in the Goodyear Community that are designed to meet the needs of minority populations, people in (or at risk of being in) crisis, or people experiencing homelessness;
2. Fostering social and cultural cohesion in Goodyear;
3. Providing innovative solutions to bring more mental health care services into Goodyear, particularly for youth;
4. Providing innovative transportation solutions for Goodyear residents, particularly those that help residents meet their health care needs; and
5. Regional solutions that result in increased access and a greater variety of services available to Goodyear residents and the workforce.





CDBG funds may also leverage Goodyear’s partnership with the City of Avondale to provide support for the regional community action program and senior center. In addition, CDBG funds may leverage federal resources available to the city including funds available from the Departments of Transportation, Health and Human Services, and the Economic Development Administration.

The CDBG program does not have matching fund requirements.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Goodyear does not presently have parcels of city-owned land or property that may be used to address the needs identified in this plan.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

The Neighborhood Services Division was created to support and nurture Goodyear's neighborhoods, acting as a bridge between citizens and their government. The vision of the Division is to be a dynamic, committed partner in building strong relationships so that citizens, organizations, businesses and the city can solve problems and accomplish community goals together. The Division will carry out the Consolidated Plan and work towards its vision by:

1. Assisting with the organization of associations or alliances to give neighborhoods a sense of identity;
2. Delivering homeowners association education;
3. Facilitating the Goodyear Leadership Enrichment and Development (LEAD) program. The LEAD program provides in-depth information about how local government works, develops skills to strengthen participants’ leadership capability and informs individual interest. The program builds relationships with emerging community leaders to prepare individuals for non-elected or elected leadership roles, foster community-based problem solving, and support neighborhood self-reliance through civic engagement;
4. Facilitating the Goodyear Faith & Community Roundtable to collaborate resources to make a difference for those in need in the southwest valley; and
5. Implementing the CDBG program.





Assess Strengths and Gaps in the Institutional Delivery System

As a new CDBG entitlement community, the City of Goodyear has an emerging institutional system for the delivery of services, housing and community development programs. There are few providers physically located in Goodyear; regional providers serve Goodyear’s LMI and vulnerable residents.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X		
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services		X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X		
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS			X
Life Skills			
Mental Health Counseling	X	X	
Transportation	X	X	





Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The Interfaith Homeless Emergency Lodging Program (I-HELP) is a network of southwest valley faith organizations that provide overnight emergency shelter and case management to assist people experiencing homelessness move from crisis to stability. A network of regional providers makes available Homelessness Prevention Services, including Crisis Response Network; Crisis, Preparation, and Recovery, Community Legal Services, Avondale Community Action Program, Maricopa County Human Services Department, Lutheran Social Services, and The Salvation Army. Most human services targeted to people at risk of or experiencing homelessness are provided by the Human Services Campus located in Phoenix; Street Outreach Services are conducted by the Goodyear Police Department Homeless Outreach Team, Mission of Mercy, Mercy Maricopa Integrated Care, and Phoenix Rescue Mission.

Supportive services are largely available in the community, with the exception of low-cost child care and education services. The community may access supportive services through Recovery Innovations, Community Bridges, Inc., Arizona @ Work, and Goodwill. Health services are provided by Abrazo West Hospital, Adelante, Dignity Health, Mercy Care, Mission of Mercy, and Mountain Park Health Center. The Phoenix Rescue Mission, Human Services Campus and the Health Care for Homeless Veterans Program provide services targeted to people at risk of or experiencing homelessness. The Area Agency on Aging, through HIV Care Directions, provides supportive services to people living with HIV/AIDS.

The Regional Continuum of Care is managed by the Maricopa Association of Governments and is charged with overseeing implementation strategies regarding housing and services that will lead to an overall reduction in homelessness. The Continuum of Care meets at least quarterly to review progress and implementation strategies; it convenes nonprofit organizations, business, faith and community groups to problem-solve housing, treatment or shelter needs. Agencies address housing concurrently with substance abuse, mental health and other health care needs.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

While there are few service providers that are physically located in Goodyear, there is a network of programs and resources in the Southwest Valley that provide services for people experiencing homelessness and other vulnerable residents, including:

1. The Housing Services Resource List that is available to those in need of services or housing assistance such as rental or homeownership assistance, owner-occupied housing rehabilitation, and fair housing assistance;





2. The Goodyear Police Department Homeless Outreach Team (HOT) offers resources to people experiencing homelessness in Goodyear. HOT is an innovative unit staffed with two dedicated FTEs that takes a proactive approach to establishing trusting community relationships and providing referrals to available resources and shelter options to address specific needs. This compassionate community policing model balances enforcement with solutions to address the underlying issues that contribute to homelessness, primarily mental health, substance abuse addiction, aging, and domestic violence.
3. The Interfaith Homeless Emergency Lodging Program (I-HELP) is a network of southwest valley faith organizations that provide overnight emergency shelter and case management to assist people experiencing homelessness move from crisis to stability.
4. The city, through its GoodyearCares website, maintains a list of resources to help vulnerable residents and assists residents as needed to navigate available resources, including:
 - a. Emergency utility, rent and mortgage assistance;
 - b. Food programs, including programs targeted to seniors and adults with disabilities;
 - c. The fill-a-need program that provides holiday gifts for children, clothing, school supplies, food and common household items through donations made by Goodyear employees, residents and local businesses;
 - d. The AmeriCorps Rebuilding Together program that helps with home repairs and community revitalization efforts;
 - e. The Avondale Resource and Housing Center that helps Southwest Valley residents move towards financial independence by connecting them to a range of social services programs;
 - f. An inventory of transportation providers;
 - g. The Volunteer Income Tax Assistance program;
 - h. The You Are Not Alone program offered by the Goodyear Police Department Volunteers in Police Services that provides regular phone calls and home visits to seniors who have limited family or community contacts; and
 - i. The Goodyear Police Department Crisis Services Unit that provides victims of crime and community members with services that can assist them in their recovery.



Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The city will continue to actively facilitate the Goodyear Faith and Community Roundtable to coordinate resources and identify strategic partnerships to address priority needs. During the next five years, Goodyear will further assess neighborhood conditions and the need to establish programs to address substandard housing conditions and promote homeownership. In addition, the city will examine methods of increasing nonprofit capacity to utilize CDBG funds to address the needs of Goodyear’s services for LMI and vulnerable populations.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

The following goals are established to allow for a range of activities during the next five years. Goal outcomes are estimated based on available funding and the number of LMI people and households in Goodyear. The City must annually report progress towards meeting five-year goals. There is no penalty for not meeting a goal.

<i>Five-year Consolidated Plan Goals for CDBG Funding</i>			
Activity	Vulnerable Populations	Priority Level	Five-Year Goal
Priority: Community Facilities and Improvements		High	
Community Facilities & Improvements	X		2,000 people
Priority: Public Services		High	
Services to Meet Basic Needs	X		2,000 people
Priority: Attainable and Sustainable Housing		Low	
Owner-occupied Housing Unit Rehabilitation and Emergency Repairs	X		10 housing units
Direct Assistance to 1 st -time Homebuyers			5 households
Infrastructure for Housing			10 people
Priority: Economic Development		Low	
Create or Retain Jobs			2 businesses



Goal Descriptions

1	Goal Name	Community Facilities and Improvements
	Goal Description	CDBG funds for: development of or improvements to facilities for seniors, youth, persons with disabilities, abused and neglected children, neighborhood facilities, parks/ recreation facilities, child care centers, fire stations/equipment, health facilities, nonprofit facilities, bus shelters, including energy efficiency and disability accessibility improvements; development of or improvements to flood drainage, water/sewer systems, streets, and sidewalks in LMI areas, or for economic or housing development, including broadband and disability accessibility improvements; clearance and demolition or movement of buildings to other sites; acquisition of real property that will be developed for a public purpose; and cleanup of contaminated sites.
2	Goal Name	Public Services
	Goal Description	CDBG-funded services to LMI individuals, including persons experiencing or at risk of homelessness, seniors, persons with disabilities, youth, domestic violence survivors, people with serious mental illness, people with alcohol/ substance use disorders, abused/neglected children, domestic violence survivors, improvements to or operating support for emergency/transitional shelter.
3	Goal Name	Attainable and Sustainable Housing
	Goal Description	Infrastructure for or rehabilitation of housing for LMI owners or renters, including energy-efficiency, disability accessibility improvements, temporary or permanent relocation; first-time homebuyer assistance, including down payment and closing cost assistance and interest rate buydowns; and acquisition/rehabilitation/resale of homeownership housing.
4	Goal Name	Economic Development
	Goal Description	CDBG-funded financial and technical assistance to commercial enterprises with five or fewer employees, one or more of whom own the enterprise. Infrastructure in support of economic development may be undertaken as part of community facilities and improvements activities.
5	Goal Name	Program Administration
	Goal Description	General program administration; planning; indirect costs; and fair housing activities.





Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The city estimates it will provide affordable housing to 1 extremely low-income family, 1 low-income family and 2 moderate-income families. CDBG resources will be focused on community improvements. Goodyear residents will continue to be assisted through referrals to the housing resources described above as the city evaluates conditions and assesses the need for additional housing services.



SP-55 Barriers to affordable housing – 91.215(h)

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." The Goodyear 2025 City of Goodyear General Plan identified the following local barriers to affordable housing and residential development:

1. As a relatively young community, only limited programs are currently in place to address aging housing stock.
2. The availability of funding such as Community Development Block Grant funds have steadily decreased over the years.
3. Goodyear has a need for a variety of housing types, such as multifamily rental housing. However, there are often negative, but not necessarily true, associations with these types of developments that must be overcome.
4. Housing prices could increase in the future causing housing to become unaffordable.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

To address local barriers to affordable housing and residential development during the next five years the city, a new CDBG entitlement community, will:

1. Promote the principles of fair housing;
2. Periodically evaluate the mix of housing types and housing affordability within the city;
3. Evaluate and consider the establishment of a city housing division when the level of activity warrants it;
4. Establish programs that will assist the city in eliminating substandard housing conditions, improve housing quality, and promote home ownership;
5. Assess the current conditions of neighborhoods (e.g., crime, maintenance, property value, lighting) and evaluate the potential benefits of revitalization activities;
6. Assess the need for increased maintenance and city services for certain neighborhoods with unique traits or challenges;
7. Conduct an assessment of housing conditions in the city's oldest neighborhoods; and
8. Update the General Plan in accordance with Arizona State Law.





SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Goodyear Police Department, through the Homeless Outreach Team (HOT), will continue its proactive approach to establishing trusting community relationships and providing referrals to local and regional resources and shelter options to address specific needs. Individual needs are assessed by providers of homelessness services upon referral.

Addressing the emergency and transitional housing needs of homeless persons

Outreach is conducted throughout the year by the Goodyear Police Department and Phoenix Rescue Mission. Phoenix Rescue Mission may provide shelter and services or individuals and families are referred to the Human Services Campus (HSC) in Phoenix. The HSC is the lead agency for single adult coordinated entry in the Valley and conducts intakes and assessments. The HSC connects individuals to a wide array of services guided by HSC Navigators. The HSC provides matches to housing, helps connect people with family or friends, provides additional hospitality resources including post office services and bag storage, and leads and fosters collaboration among partner agencies to ensure a focus on ending homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The Goodyear Police Department, through the Homeless Outreach Team (HOT), will continue its proactive approach to establishing trusting community relationships and providing referrals to regional resources and shelter options to address specific needs. Individuals and families are able to access regional homelessness prevention resources across a continuum based on the immediacy of their risk, current housing situation, and family resources. Increased aftercare and follow-up activities are being piloted by multiple State-funded projects serving families with the aim of quickly identifying and addressing issues that could result in repeat homelessness. These efforts will help to shorten the time that individuals and families experience homelessness; however, the shortage of supportive and affordable housing will continue to limit the ability of the Continuum of Care to quickly house people, especially in light of the economic challenges present due to the coronavirus pandemic.





Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Individuals and families will have access to regional homelessness prevention resources across a continuum based on the immediacy of their risk, current housing situation, and family resources. The type of services varies by funding source, and ranges from mortgage, rent and utility assistance only to prevention assistance (transportation, vehicle repair, daycare, etc.) designed to promote housing stability. People being discharged from a publicly-funded institution of care also have access to these resources along with specialized coordination of services through nonprofit agencies that address the risk of homelessness among the re-entry population. Families may also receive assistance from their child(ren)'s school through McKinney-Vento funds that provide transportation, school supplies, free breakfast and lunch, case management/advocacy, and other services.

SP-65 Lead based paint Hazards – 91.215(I)

Actions to address LBP hazards and increase access to housing without LBP hazards

Any structure built before 1978 that is proposed for rehabilitation under federal programs will be tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint will be provided to program participants and contractors. Should the city elect to implement housing rehabilitation assistance programs, it will provide families with a copy of Renovate Right or other EPA approved documents and require testing or presume the presence of lead-based paint. If testing indicates surfaces contain lead-based paint, safe work practices will be implemented during rehabilitation work. After completion of rehabilitation, the city will require a clearance examination of the worksite(s).





How are the actions listed above related to the extent of lead poisoning and hazards?

There are an estimated 640 housing units in Goodyear built before 1978. The city has a very small stock of pre-1978 housing units and will take action to educate and inform the public regarding lead hazards by distributing lead poisoning and lead hazard information to participants in federally-funded housing programs and to any interested resident.

How are the actions listed above integrated into housing policies and procedures?

The city will follow a multi-pronged approach to reduce lead hazards, integrating the following actions into housing policies and procedures:

1. Rehabilitation Projects. The city will follow strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances, and require compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs will be tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint will be provided to program participants and contractors.
2. Public Education. Lead hazard information will be distributed to participants in homeownership and rental programs.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The US Census calculates poverty using income from earnings and other sources for adult household members, but not public assistance such as housing subsidy or food stamps. For this and other reasons it is important to note that while poverty may measure what a family needs, it is used primarily as a statistical yardstick.

The Goodyear 2019 Community Assessment indicates that 7.8% of Goodyear households live in poverty. Economic opportunity indicators show that one in ten children in Goodyear lives in poverty and one in ten people living in poverty in Goodyear work full time. As many Goodyear residents commute to their jobs across the valley, housing and transportation costs may consume nearly all of a household budget.

The root causes of poverty include: lack of good jobs and job growth; lack of education; lack of infrastructure; and the high cost of housing and basic goods and services. The City of Goodyear works to increase economic activity, promote jobs-based education, and provide services to help households attain higher-wage employment. The city will invest in community improvements and provide local funding to support critical services to poverty-level families to reduce poverty by 10% from 7.8% to 7.0% over the next five years. This goal will be heavily





influenced by factors beyond the control of the city, including the worldwide economy, and the uncertainty of the economy and employment due to the coronavirus pandemic.

While the focus of the anti-poverty strategy is to reduce the incidence of poverty, the city will invest in stabilization of people in crisis as a forerunner to their movement out of poverty. Consequently, the anti-poverty strategy focuses on creating a stable family and sustainable community environment. Public services for LMI individuals and families, people experiencing homelessness, people with disabilities and other particularly vulnerable populations are critical. These services include those provided to vulnerable and special-needs populations who are more likely to live in poverty.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

Many poverty-level households consist of households with a single earner, and people with special needs who live on fixed incomes. By investing in community improvements, the city will provide the infrastructure, facilities and services that support economic and education opportunity for people living in poverty. By investing in public services, the city will support family and community stability.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The purpose of monitoring is to ensure all projects remain compliant with the regulations set forth by HUD, including timely expenditure of funds. The City of Goodyear will accomplish the majority of its goals through collaboration among city departments and in cooperation with regional organizations, including those participating in the Faith and Community Roundtable. These collaborations will be monitored for progress through quarterly reports, receipt of payment requests that are compared to quarterly reports for consistency, and ongoing communication. Regular communication ensures that city departments or any subrecipients facing challenges are provided the necessary support. If reports and payment requests are not received regularly, Neighborhood Services will contact the city department or subrecipient to encourage payment request submittal and therefore timely expenditure of funds. Along with quarterly reports, payment requests are examined to quantify progress.

Each activity will receive on-site monitoring to identify areas for improvement, assist in overcoming challenges impeding accomplishments, and ensure compliance with regulations





and policies. The city will monitor each activity to ensure that minority and women owned business enterprise marketing and procurement policies are followed.

Timely expenditure of funds will be ensured through inter-departmental or subrecipient agreements. The process of selecting activities will include ability to utilize CDBG funds in an efficient and expedient manner. Activities will be tracked for performance and compliance through institutional processes including accounting, performance and time tracking, grant management, and legal review. Measured accomplishments are provided through the Integrated Disbursement and Information System (IDIS), and in the Consolidated Annual Performance Evaluation Report.



City of Goodyear Arizona
HUD PY2021
Annual Action Plan

May 2021



Expected Resources

AP-15 Expected Resources – 91.220(c) (1,2)

Introduction

The Community Development Block Grant (CDBG) program is funded through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the City of Goodyear is classified as an entitlement community. This means that Goodyear is awarded CDBG funds at a level based on a HUD formula involving population and demographics. In order to receive CDBG funds, the city must complete a Consolidated Plan every five years and an Annual Action Plan, based on the Consolidated Plan that details the uses of funds. Congress' primary objective for CDBG is to improve communities, principally for LMI persons by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

The Annual Action Plan (Action Plan) is submitted to the U.S. Department of Housing and Urban Development (HUD) and serves as the formal application for the use of Community Development Block Grant (CDBG) entitlement funds received by the City of Goodyear.

The Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the Consolidated Plan covering Fiscal Years 2021-2025. The Action Plan provides a brief description of the CDBG activities planned for Fiscal Year 2021-2022. In the five-year Consolidated Plan, the city established five priorities based on the analysis of market and community conditions, and input from Goodyear residents and service providers:

1. Community Facilities and Improvements
2. Public Services
3. Attainable and Sustainable Housing
4. Economic Development
5. Program Administration



Anticipated Resources

The City of Goodyear FY2021 CDBG Allocation is \$422,807.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds will leverage the city's Community Funding Program. The Community Funding Program provides grants to nonprofit organizations that provide human or social services to benefit Goodyear residents. Applications are generally taken in spring of each year for activities that will address a priority inspired by the 2019 Goodyear Community Assessment. These priorities are to:

1. Expand services available in the Goodyear Community that are designed to meet the needs of minority populations, people in (or at risk of being in) crisis, or people experiencing homelessness;
2. Fostering social and cultural cohesion in Goodyear;
3. Providing innovative solutions to bring more mental health care services into Goodyear, particularly for youth;
4. Providing innovative transportation solutions for Goodyear residents, particularly those that help residents meet their health care needs; and
5. Regional solutions that result in increased access and a greater variety of services available to Goodyear residents and the workforce.

CDBG funds may also leverage Goodyear's partnership with the City of Avondale to provide support for the regional community action program and senior center. In addition, CDBG funds may leverage federal resources available to the city including funds available from the Departments of Transportation, Health and Human Services, and the Economic Development Administration.

The CDBG program does not have matching fund requirements.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Goodyear does not presently have parcels of city-owned land or property that may be used to address the needs identified in this plan.



Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

<i>PY2021 Goals</i>				
Activity	Vulnerable Populations	Priority Level	Five-Year Goal	PY2021 Goal
Priority: Community Facilities and Improvements		High		
Community Facilities & Improvements	X		2,000 people	500 people
Priority: Public Services		High		
Services to Meet Basic Needs	X		2,000 people	n/a
Priority: Attainable and Sustainable Housing		Low		
Owner-occupied Housing Unit Rehabilitation and Emergency Repairs	X		10 housing units	n/a
Direct Assistance to 1 st -time Homebuyers			5 households	n/a
Infrastructure for Housing			10 people	n/a
Priority: Economic Development		Low		
Create or Retain Jobs			2 businesses	n/a





Goal Descriptions

1	Goal Name	Community Facilities and Improvements
	Goal Description	CDBG funds for: development of or improvements to facilities for seniors, youth, persons with disabilities, abused and neglected children, neighborhood facilities, parks/ recreation facilities, child care centers, fire stations/equipment, health facilities, nonprofit facilities, bus shelters, including energy efficiency and disability accessibility improvements; development of or improvements to flood drainage, water/sewer systems, streets, and sidewalks in LMI areas, or for economic or housing development, including broadband and disability accessibility improvements; clearance and demolition or movement of buildings to other sites; acquisition of real property that will be developed for a public purpose; and cleanup of contaminated sites.
2	Goal Name	Community Services
	Goal Description	CDBG-funded services to LMI individuals, including persons experiencing or at risk of homelessness, seniors, persons with disabilities, youth, domestic violence survivors, people with serious mental illness, people with alcohol/ substance use disorders, abused/neglected children, domestic violence survivors, improvements to or operating support for emergency/transitional shelter.
3	Goal Name	Economic Development
	Goal Description	CDBG-funded financial and technical assistance to commercial enterprises with five or fewer employees, one or more of whom own the enterprise. Infrastructure in support of economic development may be undertaken as part of community facilities and improvements activities.
4	Goal Name	Attainable and Sustainable Housing
	Goal Description	Infrastructure for or rehabilitation of homeowner and rental housing for LMI owners or renters, including energy-efficiency, disability accessibility improvements, temporary or permanent relocation; first-time homebuyer assistance, including down payment and closing cost assistance and interest rate buydowns; and acquisition/ rehabilitation/resale of homeownership housing.





5	Goal Name	Program Administration
	Goal Description	General program administration; planning; indirect costs; and fair housing activities.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following projects will be implemented by the City of Goodyear using PY2021 CDBG funding.

Projects

#	Project Name
	Community Facilities and Improvements – North Subdivision Streetlight Improvements
	Program Administration

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

At least 70% of CDBG funds must serve LMI people and not more than 15% may be used for public services. Up to 20% may be used to cover administrative costs. The largest obstacle to addressing underserved needs is insufficient funding to support large projects. As a new entitlement community, Goodyear has an emerging institutional system for the delivery of services, housing and community development programs and projects.



AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG assistance will be directed throughout Goodyear to benefit LMI residents, households, and neighborhoods.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100%

Rationale for the priorities for allocating investments geographically

Allocating funds throughout Goodyear provides flexibility to address the greatest needs of LMI residents, households and neighborhoods.



Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

AP-60 Public Housing – 91.220(h)

Introduction

The City of Goodyear does not have a public housing authority. Residents may receive assistance through the Housing Authority of Maricopa County.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Maricopa Regional Continuum of Care (CoC) is managed by the Maricopa Association of Governments and works throughout Maricopa County, including the City of Goodyear, to coordinate homeless planning across municipalities and agencies. The city may use CDBG resources to support or expand facilities and services for homeless people in cooperation with other west valley communities and the CoC.





Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Goodyear Police Department, through the Homeless Outreach Team (HOT), will continue its proactive approach to establishing trusting community relationships and providing referrals to local and regional resources and shelter options to address specific needs. Individual needs are assessed by providers of homelessness services upon referral.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Goodyear Police Department, through the Homeless Outreach Team (HOT), will continue its proactive approach to establishing trusting community relationships and providing referrals to regional resources and shelter options to address specific needs. In addition, the I-HELP program will continue to provide overnight emergency shelter and case management to assist people experiencing homelessness move from crisis to stability.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Phoenix Rescue Mission will work with the Goodyear Police Department Homeless Outreach Team to continuously engage people experiencing chronic homelessness in Goodyear to build trust and rapport. Many individuals they engage are struggling with addiction and mental health issues and are in need of support to acquire stable housing and social security benefits as they are unable to maintain steady employment.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Individuals and families will have access to regional homelessness prevention resources across a continuum based on the immediacy of their risk, current housing situation, and family resources. The type of services varies by funding source, and ranges from mortgage, rent and utility assistance only to prevention assistance (transportation, vehicle repair, daycare, etc.)





designed to promote housing stability. People being discharged from a publicly-funded institution of care also have access to these resources along with specialized coordination of services through nonprofit agencies that address the risk of homelessness among the re-entry population. Families may also receive assistance from their child(ren)'s school through McKinney-Vento funds that provide transportation, school supplies, free breakfast and lunch, case management/advocacy, and other services.

Discussion

Individuals and families experiencing homelessness in Goodyear reflect the diversity, complex characteristics, and special needs of people experiencing homelessness throughout the United States. Some people experiencing homelessness require limited assistance to regain permanent housing and self-sufficiency. Others, especially people with disabilities and those who are chronically homeless, require extensive and long-term support. In addition to people who are already homeless, individuals and families with limited incomes may be in imminent danger of becoming homeless.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." The Goodyear 2025 City of Goodyear General Plan identified the following local barriers to affordable housing and residential development:

1. As a relatively young community, only limited programs are currently in place to address aging housing stock.
2. The availability of funding such as Community Development Block Grant funds have steadily decreased over the years.
3. Goodyear has a need for a variety of housing types, such as multifamily rental housing. However, there are often negative, but not necessarily true, associations with these types of developments that must be overcome.
4. Housing prices could increase in the future causing housing to become unaffordable.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

To address local barriers to affordable housing and residential development during the next year the city will:





1. Promote the principles of fair housing;
2. Assess the current conditions of neighborhoods (e.g., crime, maintenance, property value, lighting) and evaluate the potential benefits of revitalization activities;
3. Assess the need for increased maintenance and city services for certain neighborhoods with unique traits or challenges; and
4. Conduct an assessment of housing conditions in the city's oldest neighborhoods.

Discussion:

Assessment of neighborhood conditions, including housing conditions and the need for increased maintenance and city services in certain LMI neighborhoods will provide the framework to further community education and establish needed programs.

AP-85 Other Actions – 91.220(k)

Introduction:

In addition to establishing goals related to the use of CDBG funds, the city established HUD-required strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. The city has also developed HUD-required program monitoring, and Minority- and Women Owned Business Enterprise Policies.

Actions planned to address obstacles to meeting underserved needs

The development and subsequent implementation of policy initiatives is critical to the success of the City of Goodyear's overall housing and economic development goals. In general, policy development and implementation are designed to enhance city program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions. At present, the greatest obstacles to meeting underserved needs are insufficient funding and an emerging delivery system.

Actions planned to foster and maintain affordable housing

The city will assess neighborhood conditions, including housing conditions and the need for increased maintenance and city services in LMI neighborhoods to provide the framework for programs and services that will foster and maintain affordable housing.

To address impediments to fair housing choice identified in the Maricopa County Regional Analysis of Impediments to Fair Housing Choice, the city will:

1. Review Goodyear fair housing complaints data from HUD to identify any patterns in lending discrimination, failure to make reasonable accommodations, and other





discriminatory patterns to identify the need for local investments in education, public services and other vital community investments.

2. Assess conditions in LMI neighborhoods to identify vital community investments.
3. Promote fair housing education by providing information, participating with neighboring jurisdictions to promote fair housing education, and examining opportunities to provide financial literacy classes for prospective homebuyers.
4. Report information to Maricopa County.

Actions planned to reduce lead-based paint hazards

The city will follow a multi-pronged approach to reduce lead hazards, integrating the following actions into housing policies and procedures:

1. Rehabilitation Projects. The city will follow strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances, and require compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs will be tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint will be provided to program participants and contractors.
2. Public Education. Lead hazard information will be distributed to participants in homeownership and rental programs.

Actions planned to reduce the number of poverty-level families

The city will invest community funding in services that promote stabilization of people in crisis and access to economic opportunity as a forerunner to their movement out of poverty. The city will continue its economic development efforts, working cooperatively with employers, workforce investment agencies, and education agencies to promote jobs-based education and services to help lower-income households attain higher-wage employment.

Actions planned to develop institutional structure

The City of Goodyear recognizes the benefits of increasing administrative efficiencies to improve the delivery system. During the next year, the city will examine methods of utilizing CDBG funds for public services in conjunction with the Community Funding program to expand available services to Goodyear residents, and will assess neighborhood conditions to identify the demand for housing assistance and services.





Actions planned to enhance coordination between public and private housing and social service agencies

The city will continue to work with the Faith and Community Roundtable to facilitate trust and expand the collaborative mindset that honors the contributions, needs and perspectives of local service providers.



Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I) (1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%



2021-7131- CDBG
CITIZEN PARTICIPATION
PLAN FFY2021-2025

FFY2021-2025

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Introduction

The City of Goodyear (City) is committed to encouraging citizens to participate in the planning, implementation, and assessment of the performance of its HUD-funded Community Development Block Grant (CDBG) Program. The Citizen Participation Plan emphasizes providing citizens with information and affording them the opportunity to give meaningful input.

This Citizen Participation Plan (CPP) provides opportunities for and encourages citizens to participate in the development of and any revision or substantial amendment to the following documents prepared by the City of Goodyear:

1. The 5-year HUD Consolidated Plan;
2. The Annual Action Plan; and
3. Consolidated Annual Performance and Evaluation Report (CAPER).

This plan may be obtained in alternative languages, upon request. Este plan se puede obtener en diferentes language, a pedido. This plan may be obtained in a format accessible to persons with disabilities, upon request.

Citizen Participation Plan Adoption and Amendments

The Citizen Participation Plan (CPP) is adopted by the City Council and may be amended as needed at any time during the Consolidated Plan period.

The City will provide citizens a reasonable opportunity to comment on the CPP and on substantial amendments to the CPP, and will make the CPP public. The CPP will be made available in a format accessible to persons with disabilities, upon request. This CPP is hereby made a part of the City of Goodyear 5-year Consolidated Plan and is subject to all citizen comments.

Citizen Participation Summary

Activity	Frequency	Due Date	Comment Period	Public Hearings (minimum)
Five-year Consolidated Plan	Every 5 years	May 15	30 days	2: one prior to publishing draft plan and one during public comment period
Annual Action Plan	Annually	May 15	30 days	1
Consolidated Plan or Annual Action Plan Amendment	If needed	--	30 days	1
Consolidated Annual Performance Evaluation Report (CAPER)	Annually	September 30	15 days	--

Encouragement of Citizen Participation

The Citizen Participation Plan (CPP) is designed to facilitate and encourage public participation. In particular, the Citizen Participation Plan seeks to encourage the involvement of low- and moderate-income people, people living in slum and blighted areas and in areas where CDBG funds are proposed to be used, and by residents of predominantly low- and moderate-income areas where at least 51% of residents have income below 80% of the area median income.

The City will take the following actions to encourage the participation of all residents, including minorities, non-English speaking persons, and persons with disabilities.

1. Comply with the Americans with Disabilities Act and make accommodations for persons with special needs. Public hearings and the review of Consolidated Plan documents will be held at the City Hall or a location accessible to people with disabilities. Additional provisions will be made for people with disabilities when requests are made at least three (3) working days prior to a hearing.
2. Interpreters will be provided for people who do not speak English when requests are made at least three (3) working days prior to a hearing.

Language assistance for those with Limited English Proficiency

The City assessed language needs to identify the need for translation of notices and other vital documents and found no language that meets the criteria for LEP. Four factors were considered in determining language needs: 1) The number or proportion of Limited English Proficiency (LEP) persons served or encountered in the eligible service population; 2) The frequency with which LEP individuals come into contact with the program; 3) The nature and importance of the program, activity, or service provided by the program; and 4) The resources available to the City and costs.

Consolidated Plan and Annual Action Plan

In the process of developing and implementing the Consolidated Plan and Annual Action Plan, the City will encourage the participation of local and regional institutions, the Continuum of Care, the Maricopa County Public Housing Authority, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-, neighborhood- and faith-based organizations) that are involved with or affected by the programs or activities covered by the Consolidated Plan and Annual Action Plan. The City will also encourage the participation of public and private organizations in the process, including broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies.

The City may utilize alternative public involvement techniques that encourage a shared vision of change and the review of program performance, such as the use of the Internet, surveys, interviews, focus groups or other consultation methods to solicit input.

Public Comment Periods and Document Availability

The City will provide not less than thirty (30) days for the public to review and comment on the Consolidated Plan and Annual Action Plan.

The document(s) will be made available on the City website, at City Hall and/or public facilities, and to the public housing authority. The City will provide a reasonable number of free copies of the Consolidated Plan and/or Annual Action Plan to residents or groups that request it.

On or before April 1 of any given year, the City will make available the draft Annual Action Plan. If HUD annual funding allocations have not been released by March 15, the timeline for the draft and subsequent submission to HUD may be delayed.

Public Hearings

The City will hold at least two public hearings concerning the Consolidated Plan and/or Annual Action Plan. All public hearings will be held at times and locations convenient to prospective and actual program beneficiaries, and will be conducted with accommodation for persons with disabilities and non-English speaking persons when requested at least three (3) working days in advance.

Consolidated Plan

The first hearing will be held during Consolidated Plan formulation and preparation, while the second will be held once a draft Consolidated Plan has been completed and during the 30-day public comment period. One or both of the public hearings will include the following:

1. The amount of CDBG resources anticipated to be made available during the program year, and the range of eligible activities that may be undertaken.
2. The amount of CDBG resources anticipated to benefit income qualified persons during the program year.
3. Plans to minimize the displacement of persons from the intended uses of CDBG resources anticipated to be invested during any given fiscal year.
4. Perspectives on priorities and housing and community development needs in the City.
5. Proposed strategies and actions for affirmatively furthering fair housing.
6. Other aspects of the Consolidated Plan, including review of program performance, as applicable.

Annual Action Plan

The City will hold at least two public hearings concerning the development of the Annual Action Plan. The first hearing will be held during Annual Action Plan formulation and preparation, while the second will be held once a draft Annual Action Plan has been completed and during the 30-day public comment period. One or both of the public hearings will include the following:

1. The amount of CDBG resources anticipated to be made available during the program year, and the range of eligible activities that may be undertaken.

2. The amount of CDBG resources anticipated to benefit income qualified persons during the program year.
3. Other aspects of the Annual Action Plan, including review of program performance as applicable.

Public Notices

At least seven (7) calendar days prior to a public hearing or public comment period, the City will publish a notice in a newspaper of general circulation and on the City website announcing the thirty (30) day public review and comment period and public hearing for the draft document(s). The City may use supplemental forms of notification, such as use of the Internet or distribution to the City's mailing list. The public notice will:

1. List the locations where the document(s) will be available for review, and describe the content and purpose of the Plan(s).
2. Provide information regarding the date, time and location of the public hearing.

Consolidated Plan and Annual Action Plan Substantial Amendments

The City will use the following criteria for determining what changes in planned or actual activities constitute a substantial amendment to the Consolidated Plan or Annual Action Plan:

1. Changes made to funding priorities in the Consolidated Plan when not undertaken through submission of an Annual Action Plan.
2. Changes in the use of CDBG funding from one eligible activity to another in an amount greater than twenty percent (20%) of the annual CDBG allocation, including project deletions, and reprogramming funds from one activity or project to another.
3. Changes made in allocation priorities or methods of distribution.
4. Funding an activity not described in the Annual Action Plan.
5. Receipt of any additional federal funds considered part of the Consolidated Plan.

When a substantial amendment is made to the Consolidated Plan or Annual action Plan after its formal adoption, the City will:

1. Provide reasonable public notice of the proposed amendment(s) in a newspaper of general circulation to enable review and comment by the public for at least thirty (30) days.
2. Make the amendment available for public review and comment, and post the amendment on the City website.
3. Conduct a public hearing on the subject of the proposed amendment during the 30-day comment period.
4. Obtain City Council approval of the amendment.

Consolidated Annual Performance and Evaluation Report (CAPER)

In early September of each year, the City will make available the draft Consolidated Annual Performance and Evaluation Report (CAPER) for the previous fiscal year on its website, and may distribute the CAPER to housing authorities, libraries and other public facilities for a minimum fifteen (15) day public comment period to end no later than September 30.

Emergency or Disaster Procedures

In the event of a local, state, or federally declared disaster or emergency, the City may follow expedited procedures approved by HUD.

Technical Assistance

The City will provide assistance to very low- and low- income persons and groups representative of them that request such assistance in commenting on the Consolidated Plan, or in developing proposals for CDBG funding.

Access to Records

The City will provide citizens, public agencies, and other interested parties with reasonable and timely access to public records relating to the Consolidated Plan, substantial amendments, the performance report, and their past use of CDBG and related assistance for the previous six years. This information will be made available to interested parties and persons with disabilities in alternate formats as reasonably requested and will be so noticed.

Comments and Complaints

Any citizen, organization or group desiring to make a comment or complaint regarding the Consolidated Plan, any activity related to the implementation of the Consolidated Plan, amendments, or performance reports may do so in writing to the City. Comments or complaints may also be made verbally during public hearings and submitted in writing during a public comment period. At all times, citizens have the right to submit complaints directly to the Department of Housing and Urban Development. All comments and complaints are recorded in the Citizen Participation Record in the Consolidated Plan, Annual Action Plans, CAPERs, along with the response and any changes, if made, as a result of the comments. The City will respond to written comments or complaints in writing within 15 working days from receipt.

Comments Received at Public Hearings

Prior to transmitting to HUD any Consolidated Plan, Annual Action Plan, substantial plan amendment, or Consolidated Annual Performance and Evaluation Report, the City will compile any comments or views of citizens received in writing or orally at public hearings. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the related document for final submission to HUD.

Anti-Displacement Plan

This policy is necessary to minimize displacement and ensure compliance with the Uniform Acquisition and Relocation Act when displacement is unavoidable. This policy follows Guide form Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, as Amended.

The City will replace all occupied and vacant units that will be demolished or converted to a use other than as low/moderate income housing using CDBG funds. (One-for-one replacement)

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. This includes any property obtained through a public undertaking. Before obligating or expending funds that will directly result in such demolition or conversion, the City will make public and submit to the HUD Field Office the following information in writing.

- A description of the proposed assisted activity;
- The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for low/moderate income dwelling units as a direct result of the assisted activity;
- A time schedule for the commencement and completion of the demolition or conversion;
- The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
- The source of funding and a time schedule for the provision of replacement dwelling units; and
- The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy (i.e.: Deed of Trust, Deed Restriction, etc.).

The City will provide relocation assistance, as described in 570.606(b)(2), to each low/ moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use using CDBG funds. Benefits will be provided to relocated and displaced persons according to the calculation of benefits derived pursuant to requirements of regulations promulgated under the Uniform Property Acquisition and Relocation Act of 1970, as amended.

Assistance to Aliens

An alien who is not lawfully present in the United States is prohibited from receiving assistance under the Uniform Relocation Act, per 49 CFR 24.208, and assisted housing programs. Circumstances may dictate that determination that an alien is ineligible would result in exceptional and extremely unusual hardship to a spouse, parent, or child who is a United States citizen. A final determination on the eligibility of the request will be made by HUD before any assistance is provided.

Permanent Displacement

Permanent displacement is defined as the permanent movement of person(s) or other entities from a dwelling unit or business location resulting from CDBG funded code inspection, rehabilitation, demolition, or acquisition. In the event displacement is caused by a CDBG funded project, the project plan will:

- Avoid or minimize permanent displacement whenever possible and only take such action when no other viable alternative exists.
- Consider impact on existing persons and properties in the development of CDBG funded projects.
- Inform citizens of CDBG project area(s) through information made available as part of the annual plan for use of CDBG funds.
- Follow current regulations, HUD notices and policies when preparing informational statements and notices.
- Provide written notification of intent to eligible property owners or tenants who may be displaced and/or relocated due to an approved project activity.
- Assist those displaced in locating affordable, safe, decent and comparable replacement housing.
- Ensure that "just compensation" for CDBG acquired property (as determined by appraised fair market value) is paid with relocation benefits, if applicable.
- Provide for reasonable benefits to any person permanently displaced as a result of the use of CDBG funds to acquire or substantially rehabilitate property.
- Provide information about equal opportunity and fair housing laws in order to ensure that the relocation process does not result in different or separate treatment on account of race, color, national origin, religion, sex, disability, familial status or source of income.
- Contingent upon availability, displaced households may be provided assistance through Section 8, Conventional Public Housing or any other federally funded program for which they might qualify.

Temporary Displacement

CDBG funded activities may involve temporary displacement. While strict adherence to provisions of the Uniform Relocation Act are not specified, it is the policy of the City to take steps to mitigate the impact of CDBG funded code inspections, rehabilitation, demolition or acquisition that results only in temporary movement of person(s) from a dwelling unit. Such temporary displacement primarily involves demolition and reconstruction of a single-family owner-occupied home or lead based paint abatement during rehabilitation of a residential unit. Temporarily displaced persons will be provided full information and the following appropriate steps will be taken to ensure that fair and equitable provisions are made to:

- Provide temporary living accommodations while their CDBG funded unit is being rehabilitated or demolished and reconstructed.

City of Goodyear CDBG Citizen Participation Plan for FFY 2021-2025

- Move and temporarily store household goods and effects during the rehabilitation or demolition and reconstruction project.
- Reimburse all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including moving costs and any increased rent and utilities.

AGENDA ITEM #: 9.
DATE: 05/10/2021
AI #:154



CITY COUNCIL ACTION REPORT

SUBJECT: FISCAL YEAR (FY) 2022 ANNUAL PUBLIC ART PLAN

STAFF PRESENTER(S): Guylene Ozlanski, Arts & Culture Administrator

OTHER PRESENTER(S):

Fran Fee, Chairman Arts & Culture Commission and Jennifer Barnes, Chairman Public Art Committee

SUMMARY:

The Goodyear Arts & Culture Commission will present the recommended FY2022 Annual Public Art Plan for Council consideration and approval.

Recommendation:

Approve the FY2022 Annual Public Art Plan as recommended by the Arts & Culture Commission.
(Guylene Ozlanski, Arts & Culture Commission)

FISCAL IMPACT:

The Parks & Recreation Department has submitted project requests for consideration with the annual citywide budget process. Current public art projects were funded and approved per the City's annual budget process. Funding for recommended projects will be considered by Council in the immediate fiscal year during the annual budget process .

BACKGROUND AND PREVIOUS ACTIONS:

Article 3-9 "Public and Performing Arts Program" of the Goodyear Code of Ordinances identifies the Arts as a process to beautify public space, promote economic development, and strengthen "sense of community". The ordinance provides that up to 1% of costs, for eligible Capital Improvement Plan projects, may be allocated and appropriated in accordance with the City's annual budget process. Through the Goodyear Public Art program, commissioned artwork will be accessible to the public and experienced on a daily basis.

As part of the "Public and Performing Art Ordinance", the Goodyear Arts & Culture Commission shall make recommendations to City Council for each immediate fiscal year and project expenditures for the next five fiscal years.

STAFF ANALYSIS

Accessible art within a community has a widespread impact and appeals to residents, tourists, and corporations. In Arizona, there are over 17,000 arts businesses and 56,000 employees currently working in the state's art industry. Annually in the West Valley, total attendance at arts events and programming was 590,000 with an average expenditure of \$16.60 per person (Americans for the Arts, 2017). The Annual Public Art Plan emphasizes the use of local resources for city projects, engages the community in the public art process, and encourages Goodyear artists to become

involved in all aspects of the Arts in Goodyear.

The FY2022 Annual Public Art Plan meets these key elements:

- Advance Goodyear public art and to provide quality public art experiences in the city
- Develop projects that engage the community
- Integrate art into the architecture of municipal structures visited by the public
- Identify areas of the city that do not have permanent public artwork installed

The Arts & Culture Commission is currently working on the following funded projects, approved by City Council, during the annual budget process.

Current Public Art Projects

Project	Description	Project Goals	Funding Level
Fire Station 188	Architecturally integrated artwork to be aligned with station 188 construction	Include public art at new city facilities	\$100,000
Civic Square	Artwork to have destination appeal and provides visitors a unique experience to transition through the art installation	Include public art at new city facilities and create an iconic experience that encourages repeat visits	\$470,000

The Arts & Culture Commission’s goal for the five-year plan is to include artwork in high traffic outdoor public spaces. This artwork will define the identity of the community and those that call it home. The Arts & Culture Commission recommends the following projects, to be considered in the respective fiscal year, during the annual budget process. City Council may amend this plan, as they deem appropriate.

Recommended Public Art Projects

(Subject to funding appropriations for the FY2022-2026 annual CIP and Supplemental process)

Fiscal Year	Recommended Project	Description	Project Goals	Recommended Funding Level
FY2022	Gallery 37 Installation	Public art installation that involves the surrounding community in the design and creation	Artwork used to support community in a location without permanent public artwork	\$30,000
FY2022	Traffic Cabinets	Engage community and local artists to utilize applied artwork to embellish eight traffic cabinets	Encourage civic pride and beautify the city through artist embellished traffic cabinets	\$28,000
FY2023	Bullard Wash Park adjacent to Civic Square	Sculptural panels to activate the linear park and engage visitors in a unique experience	Instill civic pride and celebrate our shared history	\$250,000

Furthermore, the Commission is moving towards consideration of the following projects to meet the goals of engaging local artists, maintaining assets, and installing permanent public artworks that encourage visits to destinations throughout the city.

Future Forecast

Project Under Consideration	Description	Project Goal
Ballpark Village Corridor	Addition of artistic enhancements to city infrastructure and the addition of free-standing public artwork in right-of-ways (ROW)	To develop a sense of place and aesthetically pleasing identity to this corridor
Parque de Paz	Public Art installation that involves the surrounding community in the design and creation	Community building and placemaking
Public Art: South and West Goodyear	To address growth, the Commission is exploring opportunities to expand public art in the south and west regions through ROW installations, shade structures, pathways and elevated artworks.	Placemaking in areas without permanent public artwork Create a sense of arrival
Destination Public Art: Geographic Center of Goodyear	Create a sculptural artwork at the geographic center of Goodyear	Design artwork that is unique and off the beaten path to attract cultural tourist to the City

The Commission continues to identify innovative Arts programming that positions Goodyear to be the hub for the Arts in the West Valley.

Attachments

Annual Public Art Plan
Presentation



Annual Public Art Plan

Fiscal Year 2022

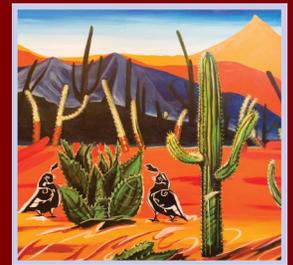


HeART of Goodyear- 10 artists tell the story of Goodyear's history through a public art installation

Goodyear arts & culture Commission



Traffic Signal Cabinet Artwork:
Ewa Bugala 2020
"Desert Beauty"



Traffic Signal Cabinet Artwork:
Debra Goley 2020
"Dusk to Dawn"



Traffic Signal Cabinet Artwork:
Nathan Butt 2020
"Walking Our Path"

Arts & Culture Commission

Commission Members

Chairman Ms. Fran Fee

Vice Chairman Ms. Liz Glenn

Commissioner Ms. Aubrie Jones

Commissioner Ms. Lisa Paulos

Commissioner Ms. Jennifer Barnes

Commissioner Ms. Louise Privette

Commissioner Ms. Nancy Love

Alternate Ms. Holly McKenzie

Commissioner Mr. Brian Cross

Ex-Officio Ms. Sandra Bassett,

Commissioner Ms. Erin MacFarlane

West Valley Arts Council

Goodyear
arts
& culture
Commission

Arts & Culture Commission

Mission and Purpose:

The Commission provides leadership through the Arts, bringing community together to celebrate our diverse histories, beliefs, cultures, and aspirations. We strive to beautify the city, create public dialogue, advance education, and inspire civic pride.

We promote artistic excellence through public art that reflects our community's identity and values, create economically viable and enriching arts events, provide Arts advocacy in private and public arenas, develop opportunities for local and emerging artists, and support greater academic achievement through arts education.



Goodyear Rocks: Partnership with Alice Cooper Solid Rock November 2020

heART of Goodyear:
Residents take the heart
tour and share "selfies" on
Goodyear social media



Virtual Paint Parties:
Keeping residents
connected through the
Arts



Virtual Yoga Paint: Mind, Body and Soul expressed with the Arts

Goodyear Arts & Culture

The city's Arts & Culture Program continues to develop Arts opportunities that enhance the sense of community in Goodyear. The Arts elevate the quality of life for Goodyear residents and a vibrant Arts program creates "cultural economy" to catalyze the cities economic vitality. The Commission uses the Arts to:

- **Attract new and visiting populations to Goodyear**
- **Integrate the vision of residents, business, and community leaders**
- **Contribute to the development of a skilled workforce**
- **Create a foundation for defining a sense of place**

Goodyear Arts & Culture continues to be recognized as an Arts leader in the West Valley. The Goodyear Public Art Program, under the direction of the Arts & Culture Commission, continues to grow the permanent public art collection and is developing a dynamic portable and temporary collection that fully engages residents. Programs and events highlight the performing and visual Arts to meet the evolving needs of our growing community. Through the combined efforts of City Council, Arts & Culture Commission, Goodyear residents and staff, we continue to grow a "Culture of Art" throughout Goodyear. Whether it is Arts events, programs, or public art, Goodyear is the destination for the Arts in the West Valley.



FY21 Public Art in Review

The Arts & Culture Division of the Parks & Recreation Department implements, acquires, and oversees the city's Public Art collection from the guidance of the Council appointed Goodyear Arts & Culture Commission. The following projects were completed in FY2022:

- Fire Station 181

Artist, Joe Tyler, worked with Goodyear Fire to create a sculptural monument and memorial for Goodyear Fire. The artwork has an internal glow that illuminates images drawn by Goodyear Fire Captain, Jose Aquirre. The imagery represents Goodyear fire fighters. This monument will be used to memorialize line of duty fallen firefighters.



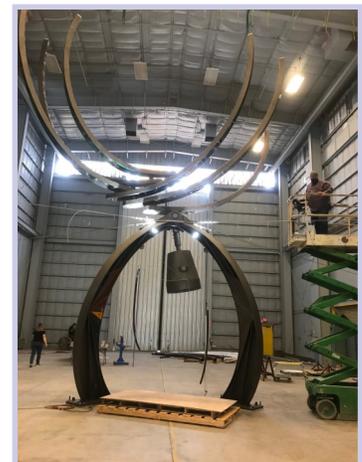
Joe Tyler-Firefighter Memorial Install 2021 Fire Station 181



Joe Tyler- "Ready" 2021 Station 186

- Fire Station 186

Joe Tyler collaborated with Goodyear Fire and the Arts Commission to create a sculpture that complements the natural environment around the new station. The artwork features a roadrunner aptly named "Ready".



Creative Machines: "Chasing the Stars" Fabrication

- Goodyear Recreation Campus

First of its kind... "Chasing the Stars", is the newest addition to the Goodyear Public Art collection. Located at the new Goodyear Recreation Campus, the artwork delivers an aesthetically pleasing form while surprising visitors with an interactive component. This kinetic work never looks the same as visitors to the GRC are able to walk up to the art and activate the swinging arcs by pulling on the handles.

FY21 Public Art in Review

The Commission strives to meet community needs and to identify projects that are created with understanding of all stakeholders' desires for developing a sense of place and enhancing the quality of life in Goodyear.

- **Palmateer Historic Mural**

In partnership with Catitude Arts, a Goodyear non-profit Arts organization, seven local teens worked with mentor artist, Bonnie Lewis, to design a mural that tells a story of years gone by. This mural provides the community a reminder of our shared history.



Catitude Mural Mentoring- 2020 Palmateer Park



Susan Rossell: heART of Goodyear 2020 Goodyear Ballpark

- **HeART of Goodyear**

In honor of Goodyear celebrating 75 years, the HeART of Goodyear project tasked ten artists with painting a heart to represent a decade in Goodyear history. The artists and decade represented:

Esther Wodrich (1940)	Oliverio Balcells (1990)
Jenita Landrum (1950)	Emma Garcia (2000)
Team Turner (1960)	Susan Rossell (2010)
Lucretia Torva (1970)	AnnMarie Perry (2020)
Jessi Kerr (1980)	Nat Carmichael (future)

Each artist delivered their own artistic style and highlighted visual elements that represented historical milestones.

- **Traffic Cabinets**

Maria Bueno, Ewa Bugala, Nathan Butt, Nathan Carmichael, Debra Goley, Carson Grier, Jessica Kerr, Adam Turner, Ryan Williams and Esther Wodrich added art to ten traffic cabinets located on Estrella/Pebble Creek Parkway, Litchfield, Yuma and McDowell. The artwork reflects each of the artists unique style and tells a story about the geographic area the cabinet is located in.



Maria Bueno- Artist at Work
2020 Traffic Cabinet Yuma Rd.



Ryan Williams- Artist at Work
2020 Traffic Cabinet Yuma Rd.

Arts & Culture Goals

The Arts & Culture Division continues to expand Arts opportunities to grow Goodyear’s economic vitality and provide a platform to express artistic excellence.

Expectation	Action
Execute Goodyear 2025 General Plan Recommendations	<ul style="list-style-type: none"> • Integrate public art throughout the community • Incorporate public art in city planning
Build a “Culture of Art”	<ul style="list-style-type: none"> • Engage local artists • Explore best approach to installing artwork that complements the urban environment and is accessible by many
Advance Goodyear Public Art	<ul style="list-style-type: none"> • Explore opportunities for temporary artworks that are community responsive and have a lower fiscal impact • Creation of a Story Map to bring attention to our public art collection as “Points of Pride” in Goodyear
Arts for All	<ul style="list-style-type: none"> • Engaging and innovative programming for all demographics of residents
Promote Arts Education	<ul style="list-style-type: none"> • Mobile Museum accessible to local schools • Work with community partners to connect local artists with students to increase youth exposure to the Arts



Shakespeare in the Park



Virtual Paint Parties

Current Public Art Projects

The Goodyear Arts & Culture Commission is currently working with the community and project stakeholders on the following public art projects as approved by Council through the annual budget process. By including public art at new city facilities we are meeting the goal of the Goodyear 2025 General Plan.

Public Art Project	Description	Project Goal	Approved Funding Level
Fire Station 188	<ul style="list-style-type: none"> Architecturally integrated public art aligned with construction of station 188 	<ul style="list-style-type: none"> Include public art at new city facilities 	\$100,000
Civic Square	<ul style="list-style-type: none"> Artwork to have destination appeal and encourages visitors to transition through an area to experience the artwork. Artwork will cohesively meld with the overall design and aesthetic of the project 	<ul style="list-style-type: none"> Include public art at new city facilities Create an iconic experience that encourages repeat visits 	\$470,000



Fire Station 188
Sample Imagery of Architecturally Integrated Public Art



Civic Square Public Art
Artist Blessing Hancock Rendering

Recommended Working Public Art Plan

The Goodyear Arts & Culture Commission is recommending the following projects, to be considered over the next five years, during the city’s annual budget process. The project goals include: engaging local artists, including public art in city planning, identifying locations for artwork in places easily accessible to the public, and to maintain the current collection.

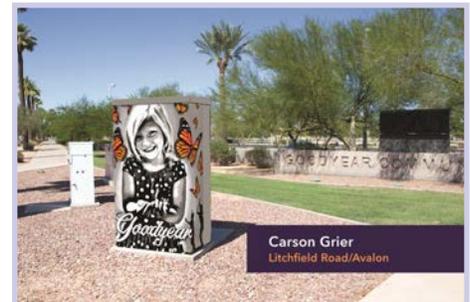
Recommended Project	Description	Project Goal	Recommended Funding Level
Traffic Cabinets	<ul style="list-style-type: none"> Engage community and local artists to utilize applied artwork to embellish five additional traffic cabinets 	<ul style="list-style-type: none"> Encourage civic pride Beautify the city through embellished traffic cabinets 	\$2,500 to \$4,000 Per cabinet
Gallery37: Youth Public Art Program	<ul style="list-style-type: none"> Partnership with West Valley Arts Council Public art installation that involves the surrounding community in the design and creation 	<ul style="list-style-type: none"> Area without permanent artwork Community building and placemaking 	\$30,000
Bullard Wash Park adjacent to Civic Square	<ul style="list-style-type: none"> Sculptural panels to activate the linear park and engage visitors in a unique experience 	<ul style="list-style-type: none"> Instill civic pride and celebrate our shared history 	\$250,000



Conceptual Community Mandala



Conceptual Sculptural Panels



Goodyear Traffic Cabinet– Carson Grier 2019
Goodyear Community Park

Future Public Art Forecast

The Goodyear Arts & Culture Commission is moving toward consideration of the following projects that meet the Commission goals of engaging local artists, focus on capital projects, and identifying “areas” of the city that currently do not have permanent public art installations.

Recommended Project	Description	Project Goal
Ballpark Village Corridor	<ul style="list-style-type: none"> Addition of artistic enhancements to city infrastructure and the addition of free standing public artwork in the ROW 	<ul style="list-style-type: none"> Develop a sense of place and aesthetically pleasing identity for the corridor
Parque de Paz	<ul style="list-style-type: none"> Public Art installation that involves the surrounding community in the design and creation 	<ul style="list-style-type: none"> Community building and placemaking
Public Art: South and West Goodyear	<ul style="list-style-type: none"> To address growth, the Commission is exploring opportunities to expand public art in the south and west regions through ROW installations, shade structures, pathways and elevated artworks. 	<ul style="list-style-type: none"> Area without permanent public artwork Create a sense of arrival



Conceptual Public Art:
Stop Sign



Conceptual Community
Building Public Art



Conceptual Public Art:
Elevated Art



Conceptual Public Art:
ROW Installation

Summary

Goodyear Arts & Culture continues to deliver excellence with a 99% satisfaction rating with surveys demonstrating that 100% of participants would recommend Goodyear Arts to a friend.

During FY21, the Arts & Culture Division, under the recommendation of the Arts & Culture Commission, has accomplished the following:

- **Completed public art installations:**

<i>Fire Station 181</i>	<i>Palmateer Park Historic Mural</i>
<i>Fire Station 186</i>	<i>Traffic Cabinets (10) painted and wrapped</i>
<i>Goodyear Recreation Campus</i>	<i>Heart of Goodyear</i>

- **Design approved for public art at Goodyear Civic Square**

- **Hosted highly successful events which includes four new events:**

<i>Goodyear Rocks</i>	<i>Ballet Under the “Virtual” Stars</i>
<i>Holiday Variety Show</i>	<i>Vision & Sound: “an African American Experience”</i>
<i>Shakespeare in the Park</i>	<i>Poetry Illuminated</i>

- **Transitioned programs to a virtual platform to engage residents:**

<i>Hot Coffee Art Lectures</i>	<i>Mayor Select</i>
<i>Library Fine Art Exhibits</i>	<i>Virtual Paint Parties</i>
<i>Chalk on the Walk</i>	<i>Yoga Paint</i>

The goal for the FY2022 Annual Art Plan includes a renewed attention to the performing Arts. Data demonstrates that in the West Valley, total Arts attendance was 590,000 and the average expenditure was \$16.60 per person (Americans for the Arts, 2017). The Arts consistently contribute to a positive fiscal impact on the economy and Goodyear Arts & Culture strives to build a robust “Cultural Economy”. The Commission understands the importance of the Arts and will continue to recommend projects and programs that fulfill this need. With a focus on new partnerships and programming, the Commission will be able to engage the literary arts, community bands/choir, and temporary public art initiatives focused on a “We Are Goodyear” campaign. Through community-engaged strategies and a forward-looking approach, the Arts will continue to thrive in Goodyear.

Annual Public Art Plan Fiscal Year 2022

Presented:

Goodyear Arts & Culture Commission
April 26, 2021

Fran Fee
Arts & Culture Commission Chairman

Jennifer Barnes
Public Art Committee Chairman

Guylene Ozlanski
Arts & Culture Administrator



Ewa Bugala: Traffic Cabinet 2020
Pebble Creek Pkwy



Annual Public Art Plan

- Goodyear Arts & Culture Commission
- Highlights of FY21
- Recommendations for public art projects



heART of Goodyear



Shakespeare in the Park 2021

Arts & Culture Commission

- Mission
- Engage and support community through art
- Creating a sense of place that enhances quality of life



Ballet Under the Virtual Stars: Ballet AZ Live Panel Discussion



Paint and Yoga



Chalk on the Walk

Arts & Culture Highlights FY21



Goodyear Rocks 2020



Station 186



Station 181



Virtual Vision & Sound Program Exhibit

- **Public Art**
 - 6 Projects Completed
 - 25 Sites
- **Events**
 - 4 New Events
 - Signature Event Adaptations
- **Programs**
 - Virtual Experiences



heART of Goodyear: Social Media Engagement

Goodyear Public Art



Public Art Telling the Story of Goodyear

Largest Permanent Human Powered Kinetic Sculpture in the World



Goodyear Artists Defining the "Culture of Art in Goodyear"



- Creates a sense of place
- Enhances and beautifies the built environment
- Instills community pride
- Provides cultural and social value
- Increases economic attractiveness and promotes development
- Establishes a "Culture of Art"

Public Art Program Goals



Commission Engagement



Deliver New Arts Experiences



Connect Local Artists

- Meet recommendations of Goodyear 2025 General Plan
 - Integrate public art throughout the community
 - Incorporate public art in city planning
- Utilize local artists and involve Goodyear businesses to enhance Goodyear's economic vitality
- Ensure community participation in the public art process

Current Public Art Projects



Artist Rendering: Public Art at Goodyear Civic Square Park



Conceptual Image: Architecturally Integrated Public Art

Project	Description	Approved Funding Level
Fire Station 188 Public Artwork	<ul style="list-style-type: none"> ▪ Architecturally integrated ▪ Responsive to the community and geographic location ▪ Project completion aligned with construction 	\$100,000
Goodyear Civic Square Public Artwork	<ul style="list-style-type: none"> ▪ Destination appeal ▪ Complement overall site design and aesthetic ▪ Public art design is complete ▪ Currently engaged in community outreach activities ▪ Project completion aligned with construction. 	\$470,000

Public Art Project Recommendations

Project	Fiscal Year	Description	Project Goal	Recommended Funding Level
Traffic Cabinets	2022	<ul style="list-style-type: none"> Engage local artists to utilize applied artwork to embellish traffic cabinets Work with the immediate community to identify cabinet design theme 	<ul style="list-style-type: none"> Encourage civic pride Beautify the city through embellished cabinets 	\$2,500-\$4,000 per cabinet
Gallery 37: Youth Public Art Program	2022	<ul style="list-style-type: none"> Partnership with West Valley Arts Council Teen mentorship program to install community-centered public artwork 	<ul style="list-style-type: none"> Installation in area without permanent public artwork Community building and placemaking 	\$30,000
Bullard Wash Park adjacent to Civic Square	2023	<ul style="list-style-type: none"> Sculptural panels to activate the linear park and engage visitors in a unique experience 	<ul style="list-style-type: none"> Instill civic pride and celebrate our shared history 	\$250,000



Conceptual Image: Sculptural Panels



Conceptual Image: Community Engaged Artwork



Goodyear Traffic Signal Cabinets

Future Forecast



Conceptual Public Art:
Stop Sign



Conceptual Public Art:
Elevated Artwork



Conceptual Public Art:
ROW Installation



Conceptual Public Art:
Shade Structure

Recommended Project	Description	Project Goal
Ballpark Village Corridor	<ul style="list-style-type: none"> Artistic enhancements to infrastructure and free-standing works in ROW 	<ul style="list-style-type: none"> Develop a sense of place and unique identity for the area
Parque de Paz	<ul style="list-style-type: none"> Public art installation that involves the surrounding community in the design and creation 	<ul style="list-style-type: none"> Community building and placemaking
Public Art Installation: South and West Goodyear	<ul style="list-style-type: none"> To address growth, explore unique public art opportunities Potential artworks installed in city ROW, shade structures, pathways and elevated artwork 	<ul style="list-style-type: none"> Area without permanent public artwork Create a sense of arrival

Summary

- Impact of Goodyear Arts & Culture
- Project Recommendations
- Approval of Annual Art Plan



Goodyear Artist, Maria Bueno
Traffic Signal Cabinet



Goodyear Artist, Lee Hendrickson
Virtual Hot Coffee Lecture

AGENDA ITEM #: 10.
DATE: 05/10/2021
AI #:191



CITY COUNCIL ACTION REPORT

SUBJECT: FY2022-2024 STRATEGIC PLAN

STAFF PRESENTER(S): Jenna Goad, Assistant to the City Manager

SUMMARY:

Adopt a resolution adopting the FY2022-2024 Strategic Plan.

Recommendation:

ADOPT RESOLUTION NO. 2021-2157 ADOPTING THE FISCAL YEAR 2022-2024 STRATEGIC PLAN. (Jenna Goad, Assistant to the City Manager)

FISCAL IMPACT:

There is no direct budget impact due to adoption of this strategic plan, however the strategic plan will guide spending priorities and the commitment of staff resources to the implementation of this plan. Future expenditure requests (if applicable) would be discussed during the annual budget development process.

BACKGROUND AND PREVIOUS ACTIONS:

Council adopted the FY2019-2021 Strategic Plan in March 2018. The plan outlines the city's focus areas, guiding principles, and specific goals established by the Council which guide and prioritize staff's efforts during the three years of the plan. Staff has been providing twice annual updates on progress towards the 16 goals in the current plan, with the most recent update provided in January 2021.

The current plan is ending on June 30, 2021. In preparation for the development of a new FY2022-2024 Strategic Plan, Council reviewed the current mission, vision, values, and guiding principles at the Council Retreat on February 5, as well as identified priority areas for the upcoming three years. Council then provided consensus on the proposed goals drafted based on those priorities at a work session on April 5.

STAFF ANALYSIS

Council's comments from both meetings have been incorporated into this final version of the FY2022-2024 Strategic Plan, which includes 14 proposed goals that fall into the city's four focus areas: Fiscal & Resource Management, Economic Vitality, Sense of Community, and Quality of Life.

Staff will provide a final report on the FY2019-2021 goals in August 2021 and biannual updates on the status of the new FY2022-2024 goals beginning in February 2022.

Resolution
FY2022-2024 Strategic Plan
Presentation

RESOLUTION NO. 2021-2157

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ADOPTING THE FISCAL YEAR 2022-2024 STRATEGIC PLAN.

WHEREAS, the City Council, in its role as a policy-making body for the city of Goodyear, has established the long-term vision for the city of Goodyear; and

WHEREAS, pursuant to this direction from the City Council, a collaborative effort has been completed to define strategic focus areas, guiding principles, and goals over a three-year period that best progress the city toward this vision; and

WHEREAS, these priorities will be utilized to develop budget priorities and establish department operational plans; and

WHEREAS, the City Council has reviewed and considered the plan and supports the strategic approach through the conclusion of fiscal year 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The City Council formally adopts the Fiscal Year 2022-2024 Strategic Plan and its strategic focus areas, guiding principles, and goals.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20_____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the city of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 2021-2157 is a true, correct and accurate copy of Resolution No. 2021-2157, passed and adopted at a regular meeting of the Council of the city of Goodyear, Maricopa County, Arizona, held on the _____ day of _____ 20____, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 20_____.

seal

City Clerk



FY2022-2024 Strategic Plan

Tentative Adoption Date: May 10, 2021



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Goodyear Vision

The city of Goodyear will be...

- * a great place to live, work and raise a family;
- * a city with healthy lifestyles and commitment to the environment;
- * a growing community that provides quality opportunities and lifestyles.

We will be known as...

- * a destination place for regional shopping, dining, and entertainment;
- * a destination for higher education designed for workforce needs;
- * a place for diverse job opportunities and an inventory of industries;
- * an incubator for entrepreneurs;
- * a hub of arts and culture in the West Valley.

Goodyear Mission

The city of Goodyear will provide the finest municipal services and promote a quality environment to enhance our community's prosperity through citizen and employee participation. We are committed to the stewardship of resources and fulfillment of the public trust.

Goodyear Values

The city of Goodyear and its employees serve residents according to SIX core values:

- * Empathy
- * Initiative
- * Innovation
- * Integrity
- * Optimism
- * Adaptability

Our Purpose

With unified leadership, a talented workforce, and an involved citizenry, Goodyear is on the leading edge of tremendous growth and quality development opportunities. By eliminating barriers and staying adaptable, we will take calculated risks to maximize the community's potential. We deliver services to meet the needs of our city so that Goodyear continues to be a thriving sustainable community for all.

Strategic Focus Areas and Goals

Goodyear's Strategic Plan uses the city's vision and the four City Council focus areas described below as its roadmap for action. Goodyear City Council has adopted city-wide goals to advance each area by fiscal year 2024. While there are many projects within city departments that support these focus areas, the Strategic Plan features the highest priority outcomes.

	<p>Fiscal & Resource Management</p> <p><i>Maintaining a long-term view, we manage our fiscal, human, and physical resources in an efficient and effective manner. This effort is aligned across the organization with an emphasis on transparency. The city's business practices will be efficient, business friendly, and ensure exceptional customer service to all stakeholders and citizens.</i></p>
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Goal	Description
1.1 Develop a Smart City Master Plan	Develop plan to leverage technology and data analytics solutions by the end of FY2022.
1.2 Enhance performance measurement	Develop process to track key indicators to measure performance and identify areas of improvement in FY2022 and begin reporting regularly by the end of FY2023.
1.3 Conduct study to determine whether to construct a Public Safety Training Center	Conduct study to determine whether it would be financially and operationally beneficial to build a public safety training center and present recommendations to Council by December 2022.
1.4 Conduct an Employee Compensation Study and review/update employee compensation philosophy	Conduct study and review/ update our employee compensation philosophy after receiving Council's policy direction, for inclusion in the F20Y23 budget development process.
1.5 Increase employee satisfaction score	Increase the employee satisfaction score from 60% to 66%, as measured in the biennial employee survey by the end of FY2024.

	<p>Economic Vitality</p> <p><i>We will continue to ensure the prosperity of our community by increasing the growth of our economy through diversity of industry, business investment, quality job creation, education, and tourism. To support this growing economy, we will invest in transportation and infrastructure and seek high quality retail and entertainment opportunities.</i></p>
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Goal	Description
2.1 Study availability of internet ("technology deserts")	Initiate and complete a citywide broadband connectivity assessment by the end of FY2022 to identify and ensure the best access to the highest quality internet services.
2.2 Develop General Plan Update	Develop the next 10-year update to the city's General Plan; to include selection of a consultant, formation of a citizen committee, and referral to the voters in Fall 2024.
2.3 Assist in the creation of new jobs	Creation of 4,500 new jobs by the end of FY2024 with 450 (10%) being in the targeted office sector.
2.4 Enhance city's role as a regional destination for shopping, dining, and entertainment	Increase the number of businesses reporting in the Restaurant and Entertainment tax categories by 10% from the numbers reported June 30, 2021 by the end of FY2024.

Strategic Focus Areas and Goals

	Sense of Community
	<i>The city will cultivate a sense of pride through programs, gathering places, and events where the community can come together to participate in opportunities of learning and recreation. We will continue to make Goodyear residents feel connected to their city government through community engagement, outstanding customer service, and clear, accessible communication.</i>

Goal	Description
3.1 Proactively monitor neighborhood quality of life issues	Create a system to proactively monitor neighborhood quality of life issues through social media and begin monthly reporting by December 2021.
3.2 Evaluate recycling program in an unstable market	Complete an evaluation of the recycling program and develop recommendations that support community and fiscal goals by the end of FY2023 and implement any new strategies by the end of FY2024.

	Quality of Life
	<i>We will continue to make Goodyear a place to live, work, and play that provides diverse activities and amenities in a safe and well-maintained environment, while supporting the arts and promoting the health and wellness of our community.</i>

Goal	Description
4.1 Study human and social service needs	Conduct study on human and social service needs of Goodyear residents including senior services, childcare, youth programs, education, homelessness, affordable housing, and mental health, and assess current service availability, and develop recommendations on priority service enhancements to present to Council by March 2023.
4.2 Evaluate transit options	Complete an evaluation of public transit options, identify unmet needs, and evaluate funding requirements with results and recommendations presented to Council by the end of FY2022.
4.3 Develop a Library Master Plan	Conduct a library operational assessment and feasibility study that outlines recommendations for current and future library services and present recommendations to Council by the end of FY2024.

Within each of the Focus Areas, Goodyear City Council has adopted Guiding Principles to inform the way city business is carried out across the entire organization.

Fiscal & Resource Management Guiding Principles

Organizational Alignment: While the city is made up of several departments, we all work together as a system. Plans drive implementation, and results are measured and analyzed so that they can be improved. Priorities are communicated clearly across all city functions and are understood by all levels of employees. We work to continuously improve governance and teamwork between the Mayor and Council, the city manager, the leadership team, and city staff.

Taking Care of our Workforce: Goodyear's number one asset is its people. To sustain an excellent organization, the city has a People Master Plan to empower and support employees to thrive. Proactive approaches to recruit, train, support, and retain our best employees lead to improved customer service for residents, businesses, and visitors. We strive to implement programs that create a professional, safe, value-oriented, accountable, and responsive work environment with opportunities for education, advancement, and job fulfillment.

Maintaining Transparency: The city strives to improve communication and transparency for city employees and our residents by providing timely and open access to information about city operations.

Never Stop Improving Services: The city strives to always do better through organizational systems like the performance management program. Departments seek to be more efficient and effective on an ongoing basis to reduce the cost of government and provide better customer service.

Managing our Finances Responsibly: Fiscal responsibility is demonstrated through established financial policies, budgeting practices, and financial standards that meet the requirements and benchmarks for financial reporting established by the Governmental Finance Officer Association (GFOA) and the Government Accounting Standards Board (GASB).

Focusing on Processes: Ensure that all city processes are easy to understand and are designed with their ultimate purpose in mind. Creating value for our residents and customers requires eliminating waste.

Setting Responsible Priorities: Goodyear's work is driven by a combination of community needs, desires, and legal requirements, and validated with data and evidence. Priorities are updated each year through the strategic planning process. Performance measurements are tracked and analyzed through benchmarking with peer communities or evaluated against internal or industry standards. The City Council and staff work together to make sure city resources are used for the highest community priorities.

Keeping Up with Technology: Investment in new and innovative technology where appropriate can improve efficiency and customer service, encourage private development investment, and free valuable city staff time to continually improve processes and directly work with residents and customers.

Economic Vitality Guiding Principles

Fostering Relationships with Businesses: The city strives for a strong relationship with the business community through regular communication and outstanding service. Public-facing services and processes are continually streamlined to be efficient, customer focused, and responsive to support local economic development.

Strengthening our Local Economy: Goodyear supports local workforce development, entrepreneurship, and small business growth through ongoing retention efforts and ensuring that city policies and priorities support their long-term success.

Maintaining and Investing in Infrastructure: The city creates and follows long-term planning, prioritization, and investment strategies for current and future infrastructure and facilities that improve the quality of life for citizens, prepare for community growth, and promote economic development while being financially sustainable. Community well-being is protected through investment in sound transportation and water infrastructure. Existing infrastructure is sustained through regular maintenance to ensure safety for the community.

Focusing on Jobs and Quality of Life: The city focuses on economic development pursuits that will increase local jobs, generate additional revenue, and create demand for supporting businesses, including retail and entertainment. We also pursue place-based economic development strategies that invest in public amenities to enhance our quality of life and make Goodyear a destination for people to live, visit, and locate their business.

Sense of Community Guiding Principles

Respecting all Individuals: We value all residents, visitors, workers, and city employees in Goodyear.

Engaging our Residents and Committed Volunteers: Residents have the opportunity to engage with City Council and staff, provide input to the way city resources are used, and have access to information in a timely and transparent manner. City officials connect with the community through focused outreach, surveys, various communication tools, and outstanding customer service. Goodyear's generous volunteers contribute thousands of hours every year to help city programs and events run smoothly while keeping city costs low.

Building Partnerships: The city forms strategic partnerships with other cities, counties, school districts and educational institutions, healthcare and nonprofit organizations, private businesses, and others when there are opportunities to serve the community better. Regional collaboration in key areas allows us to share resources and solve complex issues extending beyond the city borders.

Bringing People Together: Goodyear invests in gathering places to enhance community connections through recreation, arts and cultural events, and other activities.

Quality of Life Guiding Principles

Keeping our Community Safe: Goodyear's top priority is to maintain safety and security for residents, visitors, and businesses. This includes ongoing investment and support of Police and Fire departments to make sure that first responders have all of the resources they need to protect the community. The city also works to continuously improve the safety of the community through innovative programs. Public safety is also a key concern when planning for growth and development.

Promoting Health and Wellness: Happy, healthy residents keep our community strong. Goodyear invests in programs and amenities that encourage individuals, families, and neighborhoods to be active and connected to each other while improving the health of their minds, bodies, and spirits.

Taking Care of our Environment: The city pursues initiatives and policies that support a clean, well-maintained, and sustainable community while protecting our natural resources.

Goodyear Performance Management

The city of Goodyear’s Performance Management Program brings together the various planning, prioritization, measurement, and improvement efforts that the city uses to deliver excellent services. The program aligns city activities and ensures goals are achieved efficiently.

This program framework follows a **plan-implement-review-improve** cycle that relies heavily on Goodyear community input and feedback from citizens. As the cycle progresses, each stage informs the next. Communication to City Council and the community is crucial at every step.

The **planning** stage of the cycle is driven by the Goodyear community and City Council. Residents vote every ten years to approve the General Plan, which outlines the high-level vision and guiding roadmap for the city’s future. The Mayor and City Council adopt the city Strategic Plan (this document) which translates the long-term General Plan vision into three-year priorities. Their subsequent approval of the annual budget allocates resources to carry out the Strategic Plan.

The **implementing** stage represents the work conducted by city employees throughout each year, based on the plans described above. Work is managed by each city department and overseen by city management, achievements and obstacles are documented, and the City Council and general public are regularly informed about progress.

The **reviewing** stage includes all of Goodyear’s activities related to measuring and monitoring the performance of city programs and services using a variety of tools. Regular progress reports on city priorities are presented to Council and the public. Departments report process and outcome measures during and after the implementation of projects and programs to demonstrate the results of their work and assess whether process improvements are needed. This stage also involves gathering feedback from residents and customers through surveys, meetings, and other input opportunities.

The performance management cycle ends and begins again during the fourth stage, improving. The city seeks to improve in a variety of ways including increasing efficiency, becoming more responsive to customer needs, and seeking innovative solutions to service delivery challenges. Fresh ideas are always welcome in Goodyear—from the community, our elected officials, and our employees. These improvements are incorporated into the next planning cycle.



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FY2022 – 2024 Strategic Plan

FY2022-2024 Strategic Plan



HISTORY

- Current Plan Adopted 2018
- Retreat February 15
- Work Session April 5



FY2022-2024 Strategic Plan



OUR VISION

The city of Goodyear will be...

- a great place to live, work and raise a family;
- a city with healthy lifestyles and commitment to the environment;
- a growing community that provides quality opportunities and lifestyles.

We will be known as...

- a destination place for regional shopping, dining, and entertainment;
- a destination for higher education designed for workforce needs;
- a place for diverse job opportunities and an inventory of industries;
- an incubator for entrepreneurs;
- a hub of arts and culture in the West Valley.

FY2022-2024 Strategic Plan



OUR MISSION



The city of Goodyear will provide the finest municipal services and promote a quality environment to enhance our community's prosperity through citizen and employee participation. We are committed to the stewardship of resources and fulfillment of the public trust.

FY2022-2024 Strategic Plan



OUR CORE VALUES

Empathy

Be respectful, kind and aware

Innovation

Be resourceful, progressive and curious

Optimism

Be hopeful, resilient and positive

Adaptability

Be a champion, purposeful and connected

Integrity

Be consistent, trustworthy and transparent

Initiative

Be a leader, proactive and a problem solver

FY2022-2024 Strategic Plan



OUR PURPOSE

CITY OF Goodyear

*With **unified leadership**, a **talented workforce**, and an **involved citizenry**, Goodyear is on the leading edge of tremendous growth and quality development opportunities. By eliminating barriers and staying adaptable, we will take calculated risks to maximize the community's potential. We deliver services to meet the needs of our city so that Goodyear continues to be a thriving sustainable community for all.*

FY2022-2024 Strategic Plan



FOUR FOCUS AREAS – 14 GOALS



Fiscal &
Resource
Management



Sense of
Community



Economic
Vitality



Quality of
Life

FY2022-2024 Strategic Plan



NEXT STEPS



FY2022-2024 Strategic Plan



RECOMMENDATION

Adopt resolution
for
FY2022-2024
Strategic Plan



FY2022-2024 Strategic Plan



FISCAL & RESOURCE MANAGEMENT

- **Smart City Master Plan**
 - Develop plan to leverage technology and data analytics solutions
- **Performance Measures**
 - Develop enhanced system and report regularly



FY2022-2024 Strategic Plan



FISCAL & RESOURCE MANAGEMENT

- Public Safety Training Center Study
 - Study whether beneficial to construct
- Employee Compensation Study
 - Conduct study and update philosophy
- Employee Satisfaction
 - Increase score to 66%



FY2022-2024 Strategic Plan



ECONOMIC VITALITY

- Internet Availability Study
 - Study citywide broadband connectivity
- General Plan Update
 - Develop and submit to voters for approval



FY2022-2024 Strategic Plan



ECONOMIC VITALITY

- New Jobs
 - Add 4,500 new jobs
- Regional Destination
 - Increase restaurant and entertainment businesses by 10%



FY2022-2024 Strategic Plan



SENSE OF COMMUNITY

- Neighborhood Issues
 - Monitor, report, and evaluate
- Recycling Program
 - Evaluate program in unstable market



FY2022-2024 Strategic Plan



QUALITY OF LIFE

- Human & Social Service Needs Study
 - Recommendations for priority services
- Transit options
 - Study current needs and funding requirements
- Library Master Plan
 - Recommendations for future library services



AGENDA ITEM #: 11.

DATE: 05/10/2021

AI #:238



CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZE A ONE-TIME PAYMENT FROM THE GENERAL FUND TO THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM TO REDUCE THE CURRENT UNFUNDED LIABILITY

STAFF PRESENTER(S): Doug Sandstrom, Finance Director

SUMMARY:

The City of Goodyear participates in two retirement plans through the Arizona Public Safety Personnel Retirement System (PSPRS), these are two separate and distinct plans for our sworn police and sworn fire personnel, each with its own contribution rate and actuarially determined funded rate. This action is to address the current unfunded liabilities of these two systems which fall below the 80% level which is one benchmark of a "healthy" plan and also below our stated policy objective of 100% funded. Based on the most recent actuarial report the Police retirement system has an unfunded liability of \$20,744,308 and a funded ratio of 66.7%; the Fire retirement system has an unfunded liability of \$17,921,619 and a funded ratio of 71.7%. The payment of \$12.0 million into each plan is estimated to increase the funded status of these two plans to 85% and 90% respectively, putting both plans into the healthy funding category. An additional benefit of this payment will be a reduction in the FY2023 PSPRS employer contribution rates. Police rates will drop from 32.89% to 21.59% and Fire will drop from 31.28% to 19.34% reducing required general fund contributions by approximately \$2.0 million in the first year. Employee contributions are fixed by statute and will be unchanged by this action.

Recommendation:

Authorize a one-time payment from the general fund in the amount of \$24.0 million to the Public Safety Personnel Retirement System (\$12.0 million Police and \$12.0 million Fire) to reduce the balance of each plans current unfunded liability and authorize associated budget transfers. (Doug Sandstrom, Finance Director)

FISCAL IMPACT:

Funding for this \$24.0 million payment is available in the general fund due to FY2021 revenues exceeding conservative budget projections resulting from the unknown impacts that the COVID pandemic would have, combined with delayed consideration of many FY2021 supplemental requests. It is anticipated that after this payment of \$24.0 million the general fund will end fiscal year 2021 with a fund balance of \$44.2 million for use in FY2022. The FY2022 recommended budget was prepared in anticipation of this one-time payment. Payments received by PSPRS prior to June 30, 2021 will be calculated into the actuarial valuation utilized to determine FY2023 required contributions and funded levels.

BACKGROUND AND PREVIOUS ACTIONS:

This specific action was overviewed with council as part of the FY2022 City Manager's recommended budget presentation on April 19, 2021. General fund operational savings have been factored into the ongoing cost analysis for FY2022 and the five-year general fund forecast. Prior actions of council to reduce the unfunded liability of our PSPRS have included adoption of a funding pension policy establishing the goal of 100% funding; paying the employee and employer share of contributions at the beginning of each fiscal year; and mandating that the full budgeted amount for PSPRS contributions be paid to reduce liabilities each year.

STAFF ANALYSIS

Public Safety Pension systems in Arizona began experiencing severe funding issues in FY2012 due to a number of factors including decreased earnings, expansion of benefits such as the DROP, annual Post Benefit Increases (COLA's). In addition to these factors, various actuarial assumptions minimized the impact of these real costs for several years leading to a drop in the overall funded rate and dramatically increasing employer contribution rates. As retirement benefits are protected by the Arizona Constitution a new retirement tier was created for all employees hired after July 1, 2012 (Tier II). To address the factors listed above this new tier eliminated the DROP and other benefits while increasing the employee contribution from 7.65% to 11.65%. As funded ratios continued to drop and employer contribution rates increased another Tier was created in 2017 to radically change the PSPRS for all members hired after July 1, 2017. This new Tier (Tier III) is based upon equal contributions between employee and employer as well as offering a choice between defined benefit or defined contribution plans; Tiers I & II are both defined benefit plans. Although Tier III modifications should correct the issue in the long run, the majority of our sworn employees are in Tier I & II - this contribution will strengthen their retirement program. The actuarially determined contribution rates for the City have tripled for our Fire system and more than doubled for the Police system since FY2012.

The pension rate itself for tiers I/II have increased from an average of 10.8% in FY2012 to 15.2% in FY2021, however an additional rate is added to this to pay down the unfunded liabilities of the system. The average unfunded liability rate for the two systems have increased from 1.4% in FY2012 to the FY2022 rate of 16.7%. The unfunded liability rate is paid on the earnings of all sworn employees including those in Tier III and those in DROP. In addition to strengthening our sworn employees retirement plans, this action will reduce our outstanding debt as unfunded liabilities of our retirement systems are considered a debt of the City. These liabilities have an impact on our bonding ability and on our credit ratings. The potential of issuing pension obligation bonds has also been explored, however the utilization of available cash balances to pay down our unfunded liabilities is the recommended course of action.
