City Council Regular Meeting

Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, January 10, 2022
6:00 PM

Mayor
Joe Pizzillo

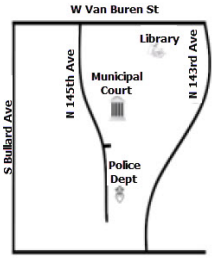
Vice Mayor
Brannon Hampton

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Laura Kaino



CITIZEN 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

Monday, January 10, 2022 6:00 p.m. Meeting Agenda

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR PIZZILLO

ROLL CALL

COMMUNICATIONS

1. **RECOGNIZE THE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) OF 2021**

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

2. **APPROVAL OF MINUTES**

Recommendation

Approve the draft minutes from the Regular Meeting held on December 13, 2021 and the Special Meeting held on December 17, 2021. (Darcie McCracken, City Clerk)

3. **APPROVE THE AMENDED 2022 COUNCIL MEETING CALENDAR**

Recommendation

Approve the Amended 2022 Council Meeting Calendar. (Darcie McCracken, City Clerk)

4. **ACCEPT THE ELECTION AND APPOINT LIAM TIERNEY TO THE FIRE PUBLIC SAFETY PERSONNEL RETIREMENT BOARD**

Recommendation

Accept the election and appoint Liam Tierney to serve a full term as a Fire Member on the Fire Public Safety Personnel Retirement Board beginning January 29, 2022 and ending January 28, 2026. (Darcie McCracken, City Clerk)

5. **INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND THE CITY OF GOODYEAR REGARDING MARICOPA COUNTY SHERIFF'S OFFICE DETENTION TRAINING ACADEMY**

Recommendation

Approve the Intergovernmental Agreement between Maricopa County and the City of Goodyear for training of the Goodyear Police Department recruits at the MCSO Detention Officer Academy Training Center. (Santiago Rodriguez, Chief of Police)

6. **AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM MODIFICATION ALTERNATIVES AMONG COST-SHARE PARTNERS AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AND RELATED BUDGET TRANSFER**

Recommendation

Authorize the City Manager or her designee to take any and all actions to execute the agreement with the amended language and that allows staff the authority to agree to minor non-pecuniary Agreement changes. (Gretchen Erwin, Water Resources and Sustainability Manager)

7. **GOODYEAR NORTH SUBDIVISION STREET LIGHTING**

Recommendation

Approve expenditure of funds up to $1,300,923 for the purchase and installation of LED streetlights in Goodyear's North subdivision (CIP Project #42024). (Mario Saldamando, Senior Project Manager)

8. **AUTHORIZE THE ABANDONMENT OF PORTIONS OF LOWER BUCKEYE ROAD FOR FINAL PLAT OF AVION AT BALLPARK VILLAGE-PHASE 1A**

Recommendation

ADOPT RESOLUTION NO. 2022-2200 CONDITIONALLY VACATING A PORTION OF A STREET KNOWN AS LOWER BUCKEYE ROAD ALONG THE NORTHERN BOUNDARY OF THE PROPERTY WITHIN THE FINAL PLAT OF AVION AT BALLPARK VILLAGE PHASE 1A; EXTINGUISHING CITY'S EASEMENT INTEREST PORTION OF LOWER BUCKEYE ROAD BEING VACATED; AND PROVIDING: EFFECTIVE DATE FOR VACATING STREET AND EXTINGUISHMENT OF EASEMENT, DIRECTION, AND EFFECTIVE DATE OF RESOLUTION. (Linda Beals, Real Estate Coordinator)

9. **AUTHORIZE THE ABANDONMENT OF PORTIONS OF LOWER BUCKEYE ROAD FOR FINAL PLAT OF AVION AT BALLPARK VILLAGE-PHASE 1B**

Recommendation

ADOPT RESOLUTION NO. 2022-2201 CONDITIONALLY VACATING A PORTION OF A STREET KNOWN AS LOWER BUCKEYE ROAD ALONG THE NORTHERN BOUNDARY OF THE PROPERTY WITHIN THE FINAL PLAT OF AVION AT BALLPARK VILLAGE PHASE 1B; EXTINGUISHING CITY'S EASEMENT INTEREST PORTION OF LOWER BUCKEYE ROAD BEING VACATED; AND PROVIDING: EFFECTIVE DATE FOR VACATING STREET AND EXTINGUISHMENT OF EASEMENT, DIRECTION, AND EFFECTIVE DATE OF RESOLUTION . (Linda Beals, Real Estate Coordinator)

10. **ACCEPT THE DEDICATION OF WASTEWATER LINE EASEMENTS FOR THE AVION AT BALLPARK VILLAGE DEVELOPMENT**

Recommendation

Accept the dedication of the five (5) Wastewater Line and Facilities Access Easements. (Linda Beals, Real Estate Coordinator)

11. **ACCEPT THE DEDICATION OF TWO WATER METER AND WATER LINE EASEMENTS AND A PUBLIC UTILITY EASEMENT FOR THE HANCOCK AT CANYON TRAILS DEVELOPMENT**

Recommendation

Accept the dedication of two Water Meter and Water Line Easements; and a Public Utility and Sidewalk Easement associated with the Hancock Canyon Trails Development from DT BTR CTS LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

12. **RATIFICATION OF ACCEPTANCE OF A TEMPORARY DRAINAGE EASEMENT FOR THE AVION AT BALLPARK VILLAGE DEVELOPMENT**

Recommendation

Ratify the acceptance of the Temporary Drainage Easement Agreement. (Linda Beals, Real Estate Coordinator)

13. **REPLAT PEBBLECREEK PHASE II UNIT 51, TRACT H**

Recommendation

Approve the Replat Pebblecreek Phase II, Unit Fifty-One, Tract H subject to stipulations. (Katie Wilken, Planning Manager)

14. **REPLAT OF PEBBLECREEK PHASE II UNIT FIFTY-NINE LOTS 3-35 AND TRACT 'G'**

Recommendation

Approve the Replat of PebbleCreek Phase II Unit Fifty-Nine Lots 3-35 and Tract 'G' subject to stipulations. (Katie Wilken, Planning Manager)

15. **FINAL PLAT OF AVION AT BALLPARK VILLAGE PHASE 1A AND TEMPORARY TURNAROUND EASEMENT**

Recommendation

1. Approve form of Temporary Turnaround Easement, authorize City Attorney or designee to finalize the easement to reflect current ownership and lender consent after obtaining current title report for the easement area, and authorize and direct City Manager or designee to execute and have the executed easement recorded in the official records of Maricopa County.
2. Approve the Final Plat of Avion at Ballpark Village Phase 1A (the "Final Plat for Phase 1A"), subdividing approximately 56.02 acres into 207 Lots and 30 Tracts located at the southwest corner of Estrella Parkway and Lower Buckeye Road

(being renamed Ballpark Village Boulevard) (the “Property”) subject to the following stipulations: (Christian Williams, Planner)

16. **FINAL PLAT OF AVION AT BALLPARK VILLAGE PHASE 1B**

Recommendation

Approve the Final Plat of Avion at Ballpark Village Phase 1B “Final Plat for Phase 1B”, subdividing approximately 26.15 acres into 120 Lots and 12 Tracts located west of the southwest corner of Estrella Parkway and Lower Buckeye Road (being renamed Ballpark Village Boulevard) (the “Property”) subject to stipulations. (Christian M. Williams, Planner)

BUSINESS

17. **2022 STATE AND FEDERAL LEGISLATIVE AGENDA**

Recommendation

ADOPT RESOLUTION NO. 2022-2202 ADOPTING A 2022 STATE AND FEDERAL LEGISLATIVE AGENDA AND PROVIDING AUTHORIZATION TO THE CITY MANAGER OR HER DESIGNEE(S) TO TAKE ACTION. (Ginna Carico, Government Relations Manager)

18. **MUTUAL AID AGREEMENT BETWEEN AMERICAN MEDICAL RESPONSE AND CITY OF GOODYEAR**

Recommendation

ADOPT RESOLUTION NO. 2022-2203 APPROVING MUTUAL AID AGREEMENT BETWEEN AMERICAN MEDICAL RESPONSE OF MARICOPA (AMR) AND THE CITY OF GOODYEAR, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS AND TAKE ANY AND ALL ACTIONS NECESSARY FOR THE ADMINISTRATION OF THE AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE. (Paul Luizzi, Fire Chief)

19. **ANNUAL COMPREHENSIVE FINANCIAL REPORT PRESENTATION 2020-2021**

Recommendation

Receive the 2020-2021 Annual Comprehensive Financial Report (ACFR). (Jared Askelson, Deputy Finance Director)

20. **PRESENTATION OF AUDIT RESULTS**

Recommendation

Receive the Results of the Audit of the 2020-2021 Financial Statements. (Jared Askelson, Deputy Finance Director)

21. **RECOGNIZE THE COUNCIL VACANCY AND ESTABLISH THE PROCESS TO FILL SUCH VACANCY**

Recommendation

Recognize the vacancy created by the ascension of Councilmember Joe Pizzillo to Mayor and establish the timeline and process to fill such vacancy. (Darcie McCracken, City Clerk)

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

January 24, 2022	Work Session	5:00 p.m.
January 24, 2022	Regular Meeting	6:00 p.m.

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.

POSTING VERIFICATION
This agenda was posted on January, 5 2022 at 5:48 p.m. by V.M.

ITEM #: 1.
DATE: 01/10/2022
AI #:619

CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Julie Syrmopoulos, Emergency Manager

SUBJECT:
RECOGNIZE THE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) OF 2021

Attachments

Presentation

Goodyear Fire Department

THE COMMUNITY EMERGENCY
RESPONSE TEAM (CERT)
PROGRAM GRADUATES

The Community Emergency Response Ream (CERT) program educates citizens about disaster preparedness for hazards that may impact their area, and trains them in basic disaster response skills such as:

- fire safety,
- light search and rescue,
- team organization, and
- disaster medical operations.

Using the training learned in the classroom and during exercises CERT members can assist others in their neighborhood or workplace following an event when professional responders are not immediately available to help.

CERT members also are encouraged to support emergency response agencies by taking a more active role in emergency preparedness projects in their community.

The Fire department would like to acknowledge ten (10) CERT graduates from the 2021 class:

Sherri Arnold
Arienne Fulton
Mike Fulton
Bonnie Gonzalez
Bruce Gottschalk
John Lagenhausen
Karin Peters
Elena Ross
Dorothy “Dart” Smith
Corey Stohlquist

ITEM #: 2.
DATE: 01/10/2022
AI #:623

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular Meeting held on December 13, 2021 and the Special Meeting held on December 17, 2021. (Darcie McCracken, City Clerk)

Attachments

December 13, 2021 Draft Regular Meeting Minutes
December 17, 2021 Draft Special Meeting Minutes

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

Monday, December 13, 2021	6:00 p.m.	Meeting Minutes

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER PIZZILLO

The Pledge of Allegiance and Invocation was given by Councilmember Campbell.

Vice Mayor Hampton called for a moment of silence to reflect on the passing of Mayor Lord on December 12, 2021.

ROLL CALL

Present:	**Vice Mayor Brannon Hampton**; **Councilmember Joe Pizzillo**; **Councilmember Sheri Lauritano**; **Councilmember Wally Campbell**; **Councilmember Bill Stipp**; **Councilmember Laura Kaino**
Staff Present:	City Manager Julie Karins; Assistant City Attorney Lisa Maxie-Mullins; City Clerk Darcie McCracken

COMMUNICATIONS

1. Overview of the events and activities that have occurred over the last 12 months to celebrate the city's 75th Anniversary. (Guylene Ozlanski, Arts and Culture Administrator)

Arts and Culture Administrator Guylene Ozlanski provided an overview of the celebrations that occurred over the last 12 months to celebrate the City's 75th Anniversary. Ms. Ozlanski talked about the public art installations such as the series of public art hearts around the City and the branding campaign that included light pole banners, decals on City vehicles and local businesses displaying the 75th Anniversary logo. She added that many local artists were engaged to create a Goodyear History coloring book, an original piece of artwork included in the time capsule and the time capsule wrapped by artist Bonnie Lewis. Ms. Ozlanski discussed the other 75th Anniversary events that were held at Harkins Theaters, the west valley cities luncheon and the celebration held at the new Civic Square Park.

Ms. Ozlanski hoped that the past year created many memories for all and thanked all the committee members who helped with the activities.

City Manager Julie Karins recognized Ms. Ozlanski for her vision and work on the Goodyear 75th Anniversary Celebration.

Council expressed their gratitude to Ms. Ozlanski and her team for all the events that were organized celebrating the 75th Anniversary.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Joe Pizzillo to APPROVE Consent Agenda Items 2 through 11. The motion carried by the following vote:**

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

Passed - Unanimously

2. APPROVAL OF MINUTES

Recommendation
Approve the draft minutes from the Special Meeting and Regular Meeting held on December 6, 2021. (Darcie McCracken, City Clerk)

3. REAPPOINT MEMBERS TO BOARDS, COMMISSIONS AND COMMITTEES

Recommendation
Approve the reappointments to the Arts and Culture Commission, Fire Public Safety Personnel Retirement Board, Police Public Safety Personnel Retirement Board and Planning and Zoning Commission for the terms listed. (Darcie McCracken, City Clerk)

4. RECOMMEND APPROVAL OF ACQUISITION OF CONTROL FOR SERIES 7 (BEER AND WINE BAR) LIQUOR LICENSE FOR RUDY'S COUNTRY STORE & BAR B QUE

Recommendation
Recommend approval to the Arizona Department of Liquor Licenses and Control of Application No. 167686, a request from Amy S. Nations, agent/applicant for Rudy's Country Store & Bar B Que, for Multi-Agent Change Acquisition of Control of a Series 7 (Beer and Wine Bar) Liquor License. No. 07070105, located at 845 N. Litchfield Road, Goodyear, Arizona 85338 (generally located near the Northeast corner of N. Litchfield Road and W. Test Drive, just south of the I-10 Interchange). (Darcie McCracken, City Clerk)

5. **RECOMMEND APPROVAL OF A NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR TOMO JAPANESE CUISINE**

Recommendation
Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No.167964, a request by Amy S. Nations, agent/applicant for Tomo Japanese Cuisine, for a new Series 12 liquor license. Tomo Japanese Cuisine is located at 1550 N. Dysart Road #A7, A8, and A9, Goodyear, Arizona 85338 (generally located near the southwest corner of Dysart Road and McDowell Road). (Darcie McCracken, City Clerk)

6. **COMMUNITY AND NEIGHBORHOOD SERVICES MASTER PLAN - PHASE I: HUMAN SERVICES**

Recommendation
ADOPT RESOLUTION NO. 2021-2192 ADOPTING THE CITY OF GOODYEAR COMMUNITY AND NEIGHBORHOOD SERVICES MASTER PLAN PHASE I: HUMAN SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. (Jenna Goad, Assistant to the City Manager and Christina Panaitescu, Grants & Neighborhood Services Supervisor)

7. **ARIZONA STATE RETIREMENT SYSTEM SUPPLEMENTAL SALARY DEFERRAL 457 PLAN**

Recommendation
ADOPT RESOLUTION NO. 2021-2193 ESTABLISHING THE ARIZONA STATE RETIREMENT SYSTEM SUPPLEMENTAL SALARY DEFERRAL PLAN; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED AGENT; PROVIDING AUTHORIZATION AND DIRECTION AND PROVIDING AN EFFECTIVE DATE. (Jeanni Ruddy, Total Compensation and HRIS Manager)

8. **ACCEPT THE DEDICATION OF A SPECIAL WARRANTY DEED FOR A PORTION OF W. ELWOOD STREET REQUIRED FOR THE ISOLA AT GOODYEAR RANCH DEVELOPMENT**

Recommendation
Accept the dedication of a Special Warranty Deed for a portion of W. Elwood Street from El Cidro Ranch, LLC, an Arizona limited liability corporation. (Linda Beals, Real Estate Coordinator)

9. **AUTHORIZE THE ESTABLISHMENT OF A PUBLIC STREET FOR A PORTION OF COTTON LANE**

Recommendation
APPROVE RESOLUTION NO. 2021-2196 AUTHORIZING THE ESTABLISHMENT OF A PUBLIC STREET FOR A SECTION OF COTTON LANE; PROVIDING RECORDATION CONDITIONS AND REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Linda Beals, Real Estate Coordinator)

10. **FINAL PLAT FOR PEBBLECREEK PHASE II UNIT 45**

Recommendation
Approve the final plat for PebbleCreek Phase II Unit 45 subdividing approximately 33.41 acres into 52 lots and 6 tracts located south Indian School Road, west of Sarival Avenue, within the PebbleCreek Planned Area Development (PAD), subject to stipulations. (Katie Wilken, Planning Manager)

11. **FINAL PLAT OF EL CIDRO PARCEL 5**

Recommendation
Approve the Final Plat for El Cidro Parcel 5, subject to stipulations. (Katie Wilken, Planning Manager)

PUBLIC HEARINGS

12. **USE PERMIT FOR A DRIVE-THROUGH RESTAURANT (EMR STARBUCKS)**

Vice Mayor Hampton opened the Public Hearing at 6:17 p.m.

Senior Planner Alex Lestinsky presented a request to approve a use permit to allow a drive-through restaurant at the northwest corner of Estrella Parkway and Elliot Road.

Ms. Lestinsky reviewed the details of the request noting that the drive-through was proposed to the west side of the proposed building. She noted that staff and the Planning and Zoning Commission recommended approval of the request.

Brad Anderson, with Kitchell Development, introduced himself and was available for questions.

There being no other speakers present, Vice Mayor Hampton closed the Public Hearing at 6:22 p.m.

A discussion followed regarding the queuing of vehicles coming in and out of the McDonald's and the proposed Starbucks. Mr. Anderson added that a traffic study was conducted and based on that study the vehicles would not queue past the main drive for Starbucks.

Council expressed that the Starbucks would be a welcome addition to the Estrella community and that the concerns for the queuing were legitimate. Council acknowledged that the project meets the City's requirements, however, requested that the developer minimize any disruption to the area as much as possible.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Bill Stipp to APPROVE a use permit for a convenience use (restaurant with drive-through) subject to the stipulations. The motion carried by the following vote:

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

Passed - Unanimously

13. **MAJOR GENERAL PLAN AMENDMENT FOR ESTRELLA COMMUNITY 14**

Vice Mayor Brannon Hampton opened the Public Hearing at 6:33 p.m.

Senior Planner Alex Lestinsky presented a General Plan Amendment for Estrella Community 14. The location of the project is east of Estrella Parkway and south of the Foothills Community Park and Estrella Foothills High School and consists of approximately 480 acres. Ms. Lestinsky provided an overview of the process noting that there is a 60-day review by other jurisdictions where no feedback was received.

Ms. Lestinsky reviewed the current General Plan Land Use Map as well as the land uses permitted under the Business and Commerce category.

Ms. Lestinsky continued by reviewing the existing zoning for the project. The proposal is requesting to change 481 acres of the 521 acres to the Neighborhood designation which will allow for traditional residential.

There being no speakers present, Vice Mayor Hampton closed the Public Hearing at 6:40 p.m.

Council asked if anyone has contacted the high school about the traffic issues. Andrew Yancy, Attorney with Bergin, Frakes, Smalley & Oberholtzer, PLLC, responded that there had not been specific outreach to the high school. Mr. Yancy added that this is a major general plan amendment and not a specific rezoning and when rezoning applications come up, that is when traffic studies will be conducted. Council added that they wanted to make sure the traffic issues were being considered.

MOTION BY Councilmember Laura Kaino, **SECONDED BY Councilmember Wally Campbell to ADOPT RESOLUTION NO. 2021-2197, APPROVING A MAJOR AMENDMENT TO THE GOODYEAR 2025 GENERAL PLAN TO AMEND THE LAND USE DESIGNATION OF APPROXIMATELY 481 ACRES GENERALLY LOCATED EAST OF ESTRELLA PARKWAY, NORTH OF THE WILLIS ROAD INTERSECTION FROM BUSINESS & COMMERCE TO NEIGHBORHOODS, REQUIRING AMENDMENT TO FIGURE 5.7, GROWTH AREAS MAP, AND FIGURE 8.12 LAND USE AND TRANSPORTATION PLAN OF THE GOODYEAR 2025 GENERAL PLAN; PROVIDING DIRECTION; AND PROVIDING FOR AN EFFECTIVE DATE. The motion carried by the following vote:**

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

Passed - Unanimously

14. **MAJOR GENERAL PLAN AMENDMENT FOR CITY CENTER**

Vice Mayor Brannon Hampton opened the Public Hearing at 6:47 p.m.

Planning Manager Katie Wilken presented a city initiated major general plan amendment for the City Center Site located at Yuma Road and Estrella Parkway consisting of 180 acres.

Ms. Wilken discussed the City Center planning history noting that plans for the City Center dated back to the 1980s. She added that a City Center Committee was created in 2004. The City Center Special Area Plan was created from the work of the committee which provided a vision for the four quadrants of the City Center Area.

Ms. Wilken spoke about the original plan and the zoning for the City's property. She noted that this was only a major general plan amendment that would not change the City Center zoning until individual rezone cases were brought forward.

Ms. Wilken also spoke about the existing land use in the Goodyear General Plan which designates the site as City Center specific use. It states that development of the site should be developed in conformance with the City Center Specific Area Plan. Since City Hall has been moved, the City has initiated the major general plan amendment due to interest in development of the three privately owned parcels.

Ms. Wilken described the details of the proposal noting that the north parcel would be designated as Business and Commerce; the south parcel would be designated as Neighborhoods, allowing for a variety of zoning for housing products, and a small southern portion would be Business and Commerce which are parking lots for the Ballpark and are part of the Ballpark Village Planned Area Development (PAD).

Ms. Wilken talked about the development plans noting that a proposal was submitted for a single-family development on the southeast corner with a rezoning request possibly coming before Council at a later date. No proposals have been submitted for the other corners.

There being no speakers present, Vice Mayor Hampton closed the Public Hearing at 6:58 p.m.

Council inquired if the property was sold to Fulton Homes. Ms. Wilken replied that Sun MP Investments used to own the northeast corner, southeast and southwest corners (three corners) and have sold the three corners to private property developers. She added that the City owns the northwest corner and has not sold the property.

Council expressed their appreciation for the carryover of the prior vision cast to the planning of the new City Hall and for keeping this site as something that will create a destination that will help build the retail and commercial around the Ballpark.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Joe Pizzillo to ADOPT RESOLUTION 2021-2198 APPROVING A MAJOR AMENDMENT TO THE GOODYEAR 2025 GENERAL PLAN TO AMEND THE LAND USE DESIGNATION OF APPROXIMATELY 180 ACRES GENERALLY LOCATED AT ESTRELLA PARKWAY AND YUMA ROAD FROM CITY CENTER TO 88 ACRES OF BUSINESS AND COMMERCE AND 92 ACRES OF NEIGHBORHOODS AND DESIGNATE A VILLAGE CENTER OVERLAY; REQUIRING AMENDMENT TO FIGURE 8.12, LAND USE AND TRANSPORTATION PLAN MAP IN CHAPTER 8 OF THE GENERAL PLAN OF THE GOODYEAR 2025 GENERAL PLAN; PROVIDING DIRECTION; AND PROVIDING FOR AN EFFECTIVE DATE. The motion carried by

the following vote:

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

Passed - Unanimously

15. **INNOVATION CENTRE BORROW PIT SPECIAL USE PERMIT ON PROPERTY ZONED PAD (PLANNED AREA DEVELOPMENT)**

Vice Mayor Hampton opened the Public Hearing at 7:04 p.m.

Planner Christian Williams presented a request for a special use permit for approximately 55.4 acres located on the southeast corner of Citrus Road and Roosevelt Street. Mr. Williams relayed that the property was currently zoned as Planned Area Development (PAD) within the larger Innovation Centre Zoning.

Mr. Williams reviewed the history of the property, noting that the property used to contain the Phoenix Trotting Park.

Mr. Williams reviewed the details of the proposal stating that the applicant intends to develop an inert materials landfill which will be a site where construction and demolition materials and materials that do not contaminate water or leach gases can be deposited.

He relayed that staff had evaluated the impact of the special use permit on the greater community and with no major concerns being found, staff recommends approval of the special use permit.

Elyse DiMartino, with Berry Riddell, expressed that they agreed with the staff recommendations and stipulations and was available for questions.

There being no other speakers present, Vice Mayor Hampton closed the Public Hearing at 7:10 p.m.

Council asked if the City required the borrow pit to be filled as part of the PAD that was previously approved. Mr. Williams replied that the zoning required that a special use permit be brought forward that would allow the process to occur.

Council inquired if the pit needed to be filled in order for the area to be developed. Mr. Williams confirmed Council's statement.

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Laura Kaino to APPROVE the request for a Special Use Permit for an Inert Material Landfill on an approximately 55.4-acre property zoned Planned Area Development (PAD) located at the southeast corner of Citrus Road and Roosevelt Street, subject to stipulations. The motion carried by the following vote:**

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

Passed - Unanimously

16. **USE PERMIT FOR A CONVENIENCE USE (RAISING CANE'S RESTAURANT WITH DRIVE-THROUGH)**

Vice Mayor Hampton opened the Public Hearing at 7:14 p.m.

Principal Planner Steve Careccia presented a request for a use permit for a Raising Cane's to be located on Dysart Road and the Interstate 10 (I-10). Mr. Careccia provided the details of the property including the users surrounding the project site.

Mr. Careccia provided a brief overview of the history of the property. He also discussed the details of the request that would include a 3,766 square-foot building with indoor and outdoor dining. Mr. Careccia reviewed the site plan for the project adding that there are three drive-through lanes being proposed.

Mr. Careccia spoke about the use permit evaluation criteria noting that traffic and queuing would be internalized on site. He added that the parcel was of adequate size, parking would be accommodated on site, no recommended restriction on hours and all off-site improvement were complete.

Mr. Careccia relayed that only one inquiry was received from a resident who was concerned with additional traffic to the area. He added that staff and the Planning and Zoning Commission recommended approval subject to six stipulations.

There being no speakers present, Vice Mayor Hampton closed the Public Hearing at 7:21 p.m.

Council welcomed Raising Cane's to the community.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Councilmember Joe Pizzillo to APPROVE the request for a use permit for a convenience use (restaurant with drive-through) on a 1.68-acre parcel in the Palm Valley Cornerstone commercial center generally located at the northwest corner of Dysart Road and I-10 within the Palm Valley Phase I Planned Area Development, subject to stipulations. The motion carried by the following vote:**

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

Passed - Unanimously

17. **TEXT AMENDMENT TO ARTICLE 7 (SIGN REGULATIONS) OF THE ZONING ORDINANCE (MENU BOARDS)**

Vice Mayor Hampton opened the Public Hearing at 7:24 p.m.

Principal Planner Steve Careccia presented a Zoning Ordinance Text Amendment to address menu boards for drive-through restaurants. Mr. Careccia relayed that Article 7 of the Goodyear Zoning Ordinance regulates all signage within the City.

Mr. Careccia stated that restaurants were requesting larger menu boards and electronic message displays prompting the City to reevaluate the City's sign code related to menu boards.

Mr. Careccia reviewed the City's proposal which would increase the size of menu boards from 25 square feet to 50 square feet, allow for electronic message displays, screening from the street, lighting and noise directed away from residential and sign base and landscape aesthetics to make sure signs have a nice appearance. He noted that eight other cities were reviewed within the valley, and it was found that Goodyear was in the lower end of the size of menu boards.

Mr. Careccia explained that the text amendment met the City's evaluation criteria and staff and the Planning and Zoning Commission recommended approval.

There being no speakers present, Vice Mayor Hampton closed the Public Hearing at 7:29 p.m.

Council inquired about the difference between a nit and a lumen relating to brightness. Development Services Director Christopher Baker explained that a nit is a measure of brightness. Indoor displays are about 1,500 nits whereas outdoor displays are at about 5,000 nits.

MOTION BY Councilmember Joe Pizzillo, **SECONDED BY Councilmember Bill Stipp to ADOPT ORDINANCE NO. 2021-1520 AMENDING ARTICLE 7-8 (PERMITTED SIGNAGE BY ZONING DISTRICT) OF THE CITY OF GOODYEAR ZONING ORDINANCE, AS AMENDED; AND PROVIDING FOR CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. The motion carried by the following vote:**

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

Passed - Unanimously

18. **AMENDMENTS TO CHAPTER 15 OF THE GOODYEAR CITY CODE (SUBDIVISION REGULATIONS)**

Vice Mayor Hampton opened the Public Hearing at 7:33 p.m.

Planning Manager Katie Wilken presented three proposed changes to the preliminary plat and final plat process. She stated this was a follow-up to a Work Session held on July 1, 2021.

Ms. Wilken stated that the first amendment would give staff the ability to waive a preliminary plat under certain circumstances, such as if the property has 10 or fewer lots. She explained that Arizona State law provided this option and the Goodyear City Code did not. The types of instances where this could occur would be with commercial and industrial properties that normally provide a site plan, which contains the same type of engineering report as a preliminary plat.

Ms. Wilken described the second amendment that would allow one administrative extension for preliminary plats. Currently, any extension is brought to Council for

approval. An administrative extension would give staff the ability to approve the first extension. Any additional extension requests would be presented to Council. She noted that this change would help keep the projects moving forward.

Ms. Wilken reviewed the third change that would allow staff to grant one administrative extension for final plat approval, with any additional extension requests presented to Council for approval. This would also allow the project to keep moving forward.

There being no speakers present, Vice Mayor Hampton closed the Public Hearing at 7:36 p.m.

Council inquired about the length of extensions on a preliminary plat and a final plat. Ms. Wilken responded that the extension for a preliminary plate is one year and the extension for a final plat is 90 days.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Councilmember Joe Pizzillo to ADOPT RESOLUTION 2021-2190 DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT TITLED "AMENDMENTS TO CHAPTER 15 SUBDIVISION REGULATIONS OF THE GOODYEAR CITY CODE." The motion carried by the following vote:**

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

Passed - Unanimously

MOTION BY Councilmember Laura Kaino, **SECONDED BY Councilmember Bill Stipp to ADOPT ORDINANCE 2021-1521 AMENDING SECTIONS 15-1-2 (DEFINITIONS) 15-2-3 (STAGE II–PRELIMINARY PLAT) AND 15-2-5 (STAGE III–FINAL PLAT) OF THE GOODYEAR CITY CODE; PROVIDING FOR CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE. The motion carried by the following vote:**

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

Passed - Unanimously

INFORMATION ITEMS

Council expressed their appreciation to staff for another great year, wished everyone a great holiday season and they looked forward to a great 2022.

Council relayed that Shop with a Cop was very successful and thanked the Council for their support and the officers for taking time to shop with the children.

City Manager Julie Karins provided an overview of Shop with a Cop that included a total of 20 children ranging from ages 5 through 13. The children had breakfast with an officer, visited with Santa and went shopping at Target.

FUTURE MEETINGS

January 10, 2022	Work Session	5:00 p.m.
January 10, 2022	Regular Session	6:00 p.m.

ADJOURNMENT

There being no further business to discuss, Vice Mayor Hampton adjourned the Regular Meeting at 7:44 p.m.

_____ _____

Darcie McCracken, City Clerk Joe Pizzillo, 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 December 13, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2022. SEAL:

_____

Darcie McCracken, City Clerk

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

Friday, December 17, 2021	3:00 p.m.	Meeting Minutes

CALL TO ORDER

Vice Mayor Hampton called the Special Meeting to order at 3:00 p.m.

ROLL CALL

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

Staff Present: City Manager Julie Karins; City Attorney Roric Massey; Deputy City Clerk Laura Jara

Councilmember Campbell participated in the meeting telephonically.

BUSINESS

1. APPOINT A COUNCILMEMBER TO COMPLETE THE TERM OF MAYOR

James Kelly, Goodyear resident, expressed his condolences to the City. Mr. Kelly asked the Council to consider electing Vice Mayor Hampton as Mayor and expressed that Vice Mayor Hampton has a big heart for the city and understands the changing dynamics of a growing city.

Councilmember inquired about allowing public comment on agenda items in a Special Meeting. City Attorney Roric Massey responded that the item was a Business Item, and it is open to the public for comment. Council asked if there would be discussion on the item. Mr. Massey replied that once there is a motion and a second the item will be open for discussion.

Council expressed their support for nominating Councilmember Joe Pizzillo for Mayor and also expressed appreciation to Vice Mayor Hampton for his service.

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Sheri Lauritano to NOMINATE Councilmember Joe Pizzillo to serve as Mayor of the City of Goodyear for the remainder of the term to expire on December 31, 2022. The motion carried by the following vote:**

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

Passed - Unanimously

Deputy City Clerk Laura Jara administered the oath of office to the newly appointed Mayor Joe Pizzillo.

Mayor Pizzillo thanked the Council for their support.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 3:16 p.m.

_____ _____

Darcie McCracken, City Clerk Joe Pizzillo, 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 December 17, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2022. SEAL:

_____

Darcie McCracken, City Clerk

ITEM #: 3.
DATE: 01/10/2022
AI #:640

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE THE AMENDED 2022 COUNCIL MEETING CALENDAR

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

The National League of Cities Conference will be occurring March 14, 2022 rather than the week of March 7, 2022 as previously identified by staff requiring the Council Meeting calendar be amended.

Recommendation

Approve the Amended 2022 Council Meeting Calendar. (Darcie McCracken, City Clerk)

FISCAL IMPACT

No fiscal impact will result from approving the Amended 2022 Council Meeting Calendar.

BACKGROUND AND PREVIOUS ACTIONS

Section 4.1 (Meeting Dates) of the Council's Rules of Procedures, adopted by Resolution 2018-1789, requires the City Clerk to submit to Council for adoption no later than November 1 a calendar of all Council meetings dates for the following calendar year. Staff reviewed options with Council at the October 22, 2021 retreat and Council approved the calendar on November 8, 2021.

Staff previously extrapolated that the National League of Cities (NLC) Conference would occur the first week of March in 2022. Staff has now been advised that the NLC Conference will occur the week of March 14, 2022. Members of Council typically attend the Conference and attendance would require their absence at the March 14 meeting.

STAFF ANALYSIS

None.

Attachments

Amended 2022 Council Meeting Calendar

Amended 2022 Council Meeting Calendar

Goodyear Municipal Complex, 14455 W. Van Buren Street, Suite B101, Goodyear, AZ 85338

JANUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14**	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Work Session (* Scheduled date(s) are subject to cancellation or change to another date as necessary.)
Council Meeting
Council Recess
Holiday/City Offices Closed (In Observance)
Holiday (Federal Only)
Election Day

**March 14-18 NLC

- All Council Meetings are held on Monday's unless otherwise specified.
- Current schedule posted on our website at https://www.goodyearaz.gov/government/departments/city-clerk-s-office/agenda-and-r

ITEM #: 4.
DATE: 01/10/2022
AI #:638

CITY COUNCIL ACTION REPORT

SUBJECT: ACCEPT THE ELECTION AND APPOINT LIAM TIERNEY TO THE FIRE PUBLIC SAFETY PERSONNEL RETIREMENT BOARD

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

The Fire Department held an election to select a member to serve on the Fire Public Safety Personnel Retirement Board and have elected Liam Tierney to serve.

Recommendation

Accept the election and appoint Liam Tierney to serve a full term as a Fire Member on the Fire Public Safety Personnel Retirement Board beginning January 29, 2022 and ending January 28, 2026. (Darcie McCracken, City Clerk)

FISCAL IMPACT

There is no direct budget impact associated with this appointment.

BACKGROUND AND PREVIOUS ACTIONS

The Fire Department held an election from November 16, 2021 to December 27, 2021. 40 ballots were cast from 110 eligible sworn members and Liam Tierney received unanimous support for the position. Liam Tierney has been serving on the Board beginning November 5, 2019 completing the term of another member.

The City Clerk will administer the loyalty oath at the next meeting of the Fire Public Safety Personnel Retirement Board.

STAFF ANALYSIS

None.

ITEM #: 5.
DATE: 01/10/2022
AI #:590

CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND THE CITY OF GOODYEAR REGARDING MARICOPA COUNTY SHERIFF'S OFFICE DETENTION TRAINING ACADEMY

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

SUMMARY

Maricopa County Sheriff's Office (MCSO) offers a Detention Officer Basic Training Academy on an as-needed basis and allows other agencies to provide recruits that are required to be trained. The IGA enables the Goodyear Police Department to enroll new recruits in the MCSO detention training academy and establishes responsibilities for each party.

Recommendation

Approve the Intergovernmental Agreement between Maricopa County and the City of Goodyear for training of the Goodyear Police Department recruits at the MCSO Detention Officer Academy Training Center. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT

The cost of training new recruits, including the fees to attend the MCSO Detention Officer Training Academy, are funded in the Police Department General Fund base budget.

BACKGROUND AND PREVIOUS ACTIONS

The police department is making an effort to utilize police assistants as detention officers to assist with detainees. MCSO offers a Detention Officer Basic Training Academy for detention employees. Maricopa County has requested the execution of an IGA to allow MCSO to allocate positions, as available, for training related to detention.

STAFF ANALYSIS

Hiring and recruiting is a critical component of the GYPD’s strategic plan to support the continued growth of the city. The department has a goal of utilizing police assistants to transport detained suspects as part of the departments staffing plan. MCSO is one of the few agencies with a detention officer academy. Neither the Goodyear Police Department nor the West Valley departments have a dedicated academy and must rely on other agencies to offer the detention training.

This agreement would allow the City to send the current police assistants, who will be assigned detention and transport duties, to the Maricopa County Sheriff's Office Detention Training Academy. The agreement would begin in January 2022 and expires in 2023. The parties can automatically renew the agreement for up to two additional one year terms. Either party can terminate the IGA with 60 days written notice.

The Goodyear Police Department recommends Council’s approval of this IGA.

Attachments

MCSO Detention Academy IGA

INTERGOVERNMENTAL AGREEMENT BETWEEN
MARICOPA COUNTY ON BEHALF OF THE MARICOPA COUNTY SHERIFF'S OFFICE
AND CITY OF GOODYEAR FOR MCSO DETENTION OFFICER TRAINING ACADEMY
C-50-22- ____ -X-00

Pursuant to the powers granted by A.R.S. § 11-952, this Intergovernmental Agreement (IGA) is entered into by and between Maricopa County a political subdivision of the State of Arizona on behalf of the Maricopa County Sheriff's Office, ("MCSO"), and City of Goodyear, an Arizona Municipality, for Goodyear Police Department ("Goodyear PD"), "Parties."

Whereas MCSO conducts Detention Officer Training Academies on an as-needed basis and regularly has sufficient space for additional participants, and whereas the Goodyear PD detention recruits are required to be formally trained in an acceptable training program and the Goodyear PD does not have its own detention or corrections training academy, the Parties enter into this IGA.

The Parties Agree:

Term:
This IGA shall have an initial term beginning January 1, 2022, through December 31, 2023, and is effective when signed by the Parties. Following the initial term, this IGA will automatically renew for up to two, one-year terms unless canceled or terminated.

The MCSO will:

1. Provide training space as available after MCSO's training space needs have been met for Goodyear PD detention recruit officers to attend scheduled Detention Officer Training Academies.

2. Reserve the right in its sole discretion to decide whether the Goodyear PD recruits maintain the academic standings necessary to continue in the Academy class.

3. Retain the right, in its sole discretion, to dismiss any recruit for training, academic, ethical or disciplinary standards applicable to all Detention academy participants.

4. Provide Goodyear PD original individual training records for each of its recruits upon completion of the MCSO Academy or termination of a recruit's attendance at the MCSO Academy.

5. Treat Goodyear PD recruits in the same manner as MCSO recruits for purposes of training, academics, ethics and discipline.

6. Require Goodyear PD to investigate its recruits should a situation arise for an Internal Affairs Investigation concerning the actions of one of its recruits.

7. Bill Goodyear PD a non-refundable registration in the amount of $250 per registrant after the first day of training.

8. Review its costs annually and process amendments to this Agreement for future increases not later than April of each fiscal year, to be effective with the new fiscal year.

Goodyear PD will:

1. Understand and agree that the curriculum will consist of the standard MCSO training program for MCSO and that the curriculum shall focus on the policies and procedures of the MCSO.

2. Provide applicable items for Goodyear PD recruits depending on the requirements for the detention basic training.

3. Ensure its employee participants have received infectious disease testing and required immunizations and have undergone health related pre-requisites applicable to MCSO academy attendees prior to the first day of training. Proof of the preceding will be necessary for the participant's records prior to the academy start.

4. COVID-19:

   Ensure that registrants are tested for COVID-19 with negative results before the start of the academy within safe time parameters specified by MCSO Training.

   Ensure that required subsequent COVID-19 testing for current academy participants occurs as directed by MCSO Training. CDC guidelines will be followed for any participants testing positive.

5. Pay amounts cited in 7., above per registrant within 30 days of receipt of invoice and make amounts payable to **Maricopa County**; and reference "MCSO Detention Training Academy" in the transaction detail.

The Parties agree:

1. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this IGA, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the right and obligations of the Parties shall be only those expressly set forth in this Agreement.

3. Parties acknowledge that under this IGA no employee or participant of the Goodyear PD is to be considered a County employee, and that no rights of County merit, County retirement, or County personnel rules shall accrue to such individual. Goodyear PD shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold MCSO harmless with respect thereto.

4. Each Party to this Agreement warrants compliance with the Immigration and Nationality Act (INA using E-verify) and all other federal immigration laws and

regulations related to the immigration status of its employees and A.R.S. §23-214(A). Each Party shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the other Party upon request. These warranties shall remain in effect through the term of this Agreement. Each Party and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under this Agreement and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV. Each Party retains the legal right to inspect contractor and subcontractor employee documents performing work under this Agreement to verify compliance with this Agreement. Each Party and its subcontractors shall be given reasonable notice of the other Party's intent to inspect and shall make the documents available at the time and date specified. Should either Party find that the other Party or any of its subcontractors are not in compliance; such non-compliance may be considered a material breach of this Agreement and may pursue all remedies allowed by law. Nothing set out herein shall make any subcontractor an agent or employee of either Party.

5. Each party shall comply with all applicable laws, ordinances, executive orders, rules, regulations, standards, and codes of the federal, state, and local government whether specifically referenced herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin regarding obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with the Executive Order No. 11246, entitled "Equal Employment Opportunity", and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

6. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained and subject at all reasonable times to inspection and audit by the State of Arizona for six (6) years after completion of this Agreement. Upon request, Party shall produce original of all such records.

7. Any litigation arising from the agreement or the performance thereof will be decided in the federal courts located in Phoenix or state courts of Maricopa County unless otherwise agreed to between the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this IGA. This Agreement is subject to the provisions of A.R.S. § 12-1518 relating to the use of arbitration.

8. This IGA may be amended only by the mutual written consent of authorized representatives for all Parties and requires Maricopa County Board and City of Goodyear approval.

9. This IGA may be terminated at any time by either Party by mailing or e-mailing the other Party notice of termination within (2) months in advance of the requested date of termination. If a Party decides to terminate this IGA, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms. The Parties agree that any such termination shall not become effective with respect to the current recruits then enrolled in a training rotation until the recruits' training is completed if MCSO continues to have sufficient staffing and other resources to continue the training until that date.

10. Notice is given that pursuant to A.R.S. § 38-511 the Parties may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Parties is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other Party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S § 38-511 the Parties may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Parties from either Party to the contract arising as the result of the Contract.

11. This IGA is effective when signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.

12. This document is the complete and exclusive statement of understanding between the Parties, and it supersedes all proposals, oral or written, and other documents or communications between the Parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference.

13. If any term, covenant, condition or provision of this IGA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. Any provision of this IGA which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

15. Waiver of any breach of any term, conditions or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant or condition herein.

Notices:

Any notice to be given under this IGA shall be sent to the Parties listed below.

If to MCSO:
Chief, Administration
Maricopa County Sheriff's Office
550 W Jackson
Phoenix, Arizona 85003

If to City of Goodyear Department:
Julie Karins, City Manager
City of Goodyear
190 N. Litchfield Rd.
Goodyear, AZ 85338

IN WITNESS WHEREOF, the Parties hereto have entered into this IGA as of the date of the last signature set forth below.

City of Goodyear, an Arizona Municipality

_____ _____
Mayor Date
City Manager

ATTEST:

_____ _____
Darcie McCracken Date
City Clerk

City of Goodyear Police Department

_____ _____
Santiago Rodriquez Date
Chief of Police

Approved as to form:

_____ _____
Roric Massey, City Attorney Date

Maricopa County, a political subdivision of the State of Arizona

_____ _____
Chairman, Board of Supervisors Date

ATTEST:

_____ _____
Juanita Garza Date
Clerk of the Board

Maricopa County Sheriff's Office

_____ _____
Paul Penzone, Date
Sheriff

Approved as to form:

_____ _____
Deputy County Attorney Date

ITEM #: 6.
DATE: 01/10/2022
AI #:631

CITY COUNCIL ACTION REPORT

SUBJECT: AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM MODIFICATION ALTERNATIVES AMONG COST-SHARE PARTNERS AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AND RELATED BUDGET TRANSFER

STAFF PRESENTER(S): Gretchen Erwin, Water Resources and Sustainability Manager

SUMMARY

The original agreement was approved by Council on December 6, 2021. On December 10, 2021, the city received notification of a minor language change. At the request of the Fort McDowell Yavapai Nation (FMYN) the following language was added to Subparagraph 13.2: Nothing contained in this Agreement shall be construed to constitute a waiver of any aspect or portion of sovereign immunity of the Fort McDowell Yavapai Nation, and/or its affiliates, departments, programs, enterprises, or subdivisions. The requested language clarifies that no aspect of the agreement constitutes a waiver of sovereign immunity by the FMYN, which was never the intent of the original agreement.

Recommendation

Authorize the City Manager or her designee to take any and all actions to execute the agreement with the amended language and that allows staff the authority to agree to minor non-pecuniary Agreement changes. (Gretchen Erwin, Water Resources and Sustainability Manager)

FISCAL IMPACT

There is no fiscal impact associated with the language change.

BACKGROUND AND PREVIOUS ACTIONS

Reclamation, in partnership with SRP, conducted an appraisal level investigation called the Verde Reservoirs Sediment Mitigation Study to evaluate options to restore capacity lost in SRP's Verde River reservoirs due to sediment accumulation, which impacts critical water supplies for central Arizona. Reclamation issued a draft report entitled "Verde Reservoirs Sediment Mitigation Study Appraisal Report" in May 2021 ("Draft Appraisal Report") recommending that Reclamation initiate a feasibility study.

Two options were selected, both involving raising of Bartlett Dam. If feasible, this could allow for new storage space for Verde River water in addition to the lost capacity. This water could be available to Goodyear as an additional renewable water supply. The city has the infrastructure in place to take delivery of the new water due to our partnership and previous agreements with SRP.

The feasibility study is to determine the technical, environmental, economic, and financial feasibility of implementing one of two Bartlett Dam modification alternatives to enable central Arizona to adapt water management to changing climate conditions ("Bartlett Dam Modification Feasibility Study").

On August 30, 2021 Council approved the City Manager to take action to execute the Memorandum of Understanding to Support the Bartlett Dam Modification Feasibility Study Among Various Participating Entities, Salt River Valley Water Users' Association, and Salt River Project Agricultural Improvement and Power District.

On December 6, 2021 Council approved the City Manager to take action to execute the Agreement to Share Costs for the Feasibility Study of Bartlett Dam Modification Alternatives among Cost-Share Partners and Salt River Project Agricultural Improvement and Power District and associated budget transfer of $400,000.

STAFF ANALYSIS

Verde River water could be a new source of water for growth and an important component to the city's water supply portfolio. Verde River water is considered a "renewable" supply and therefore does not require replenishment. This would lessen the city's dependence on groundwater and future dependence on the Central Arizona Groundwater Replenishment District.

Previous agreements with SRP for wheeling our Central Arizona Project (CAP) water through canals and the city's construction of the pumping plant, transmission line, and water treatment facility would facilitate the use of the water.

Being a member of the Steering Committee will allow the city to participate in the development of the criteria which will determine an entities' need for the additional water. Additionally, as a member of the Steering Committee, Goodyear would be one of the entities that shall be responsible for developing the preferred allocation of the available water among the project beneficiaries.

The amended language does not impact the city.

Attachments

Agreement

AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM MODIFICATION ALTERNATIVES AMONG COST-SHARE PARTNERS AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

1. PARTIES:

This Agreement to Share Costs for the Feasibility Study of Bartlett Dam Modification Alternatives ("Agreement"), entered into this ____ day of _____, 2021 is by and among those entities listed in Exhibit A ("Cost-Share Partners") and the Salt River Project Agricultural Improvement and Power District ("SRP"). SRP and the Cost-Share Partners are referred to collectively as "Parties" and individually as "Party".

2. RECITALS:

This Agreement is made with regard to the following:

2.1. The Salt River Valley Water Users' Association ("Association") and Salt River Project Agricultural Improvement and Power District ("District") operate the Salt River Federal Reclamation Project, including Bartlett and Horseshoe reservoirs on Verde River, and have rights to storage of waters of the Verde River. The City of Phoenix has a stored water right resulting from construction of spillway gates at Horseshoe Dam. As of 2012, SRP estimates that Horseshoe Reservoir had lost 45,749 AF of conservation capacity to sedimentation that is shared between the Association and District and the City of Phoenix.

2.2. The United States Department of the Interior's Bureau of Reclamation ("Reclamation"), in partnership with SRP, conducted the Verde Reservoirs Sediment Mitigation Study to investigate options to restore capacity lost in SRP's Verde River reservoirs due to sediment accumulation, which impacts critical water supplies for central Arizona.

2.3. Reclamation issued a draft Verde Reservoirs Sediment Mitigation Study Appraisal Report ("Draft Appraisal Report") in May 2021 recommending that Reclamation:

2.3.1. Seek/confirm authority to initiate a feasibility study to determine the technical, environmental, economic, and financial feasibility of implementing one of two Bartlett Dam modification alternatives to enable

central Arizona to adapt water management to changing climate conditions ("Bartlett Dam Modification Feasibility Study");

2.3.2. Address topics identified in the Verde Reservoirs Sediment Mitigation Study during the feasibility study process; and

2.3.3. Develop cost-share agreements between Reclamation and potential beneficiaries for completing the Bartlett Dam Modification Feasibility Study.

2.4. The Parties support Reclamation's recommendations in the Draft Appraisal Report and the initiation of the Bartlett Dam Modification Feasibility Study to further evaluate alternatives for modification of Bartlett Dam to improve management of water supplies of the Verde River, reduce reliance on groundwater, and help position central Arizona to manage extended droughts and shortages created by climate change impacts on the Colorado, Salt, and Verde River watersheds.

2.5. SRP and various participating entities signed a memorandum of understanding ("SRP-Participating Entities MOU") attached hereto as Exhibit B to describe the cooperative efforts and roles and responsibilities of those parties related to supporting Reclamation in completing the Bartlett Dam Modification Feasibility Study including the development and execution of a cost-share agreement and the formation of a steering committee ("Steering Committee," as described in Paragraph 10) to provide timely and effective feedback and guidance to support Reclamation in achieving the milestones necessary to complete the Bartlett Dam Modification Feasibility Study. This Agreement is the cost-share agreement described in Paragraph 5 of the MOU.

2.6. SRP and the Fort McDowell Yavapai Nation signed a memorandum of understanding ("SRP-FMYN MOU") attached hereto as Exhibit C to describe the cooperative efforts and roles and responsibilities of SRP and the Fort McDowell Yavapai Nation related to supporting Reclamation in completing the Bartlett Dam Modification Feasibility Study including the development and execution of a cost-share agreement and participation in the Steering Committee to provide timely and effective feedback and guidance to support Reclamation in achieving the milestones necessary to complete the Bartlett Dam Modification Feasibility Study.

2.7. SRP and Reclamation have signed or will sign a cost-share agreement ("SRP-Reclamation Cost-Share Agreement") as a mechanism to provide the non-federal cost share required for completing the Bartlett Dam Modification Feasibility

Study, including the funds collected under this Agreement, for completing the Bartlett Dam Modification Feasibility Study.

3. AGREEMENT:

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

4. INCORPORATION OF RECITALS:

The recitals listed above are hereby incorporated into and expressly made part of this Agreement.

5. SCOPE:

This Agreement sets terms and conditions for (1) the estimated annual costs the Parties expect to pay in support of the Bartlett Dam Modification Feasibility Study, (2) how the costs will be shared among the Parties, (3) the process to remit payment, (4) the process for formation of and participation in the Steering Committee, and (5) the process for voluntary departure, removal, and addition of Cost-Share Partners and Steering Committee Members.

6. EFFECTIVE DATE AND TERM OF AGREEMENT:

6.1. For SRP and City of Phoenix, this Agreement is effective and binding upon the execution by SRP and City of Phoenix. For any Party other than SRP and City of Phoenix, this Agreement is effective and binding upon execution by that Party. This Agreement remains effective until terminated as provided in Subparagraphs 6.2 or 6.3.

6.2. This Agreement terminates when both of the following have occurred: (1) a final Bartlett Dam Modification Feasibility Study is issued by Reclamation, and (2) when all funds required to be transferred under this agreement are transferred from the Cost-Share Partners to SRP or refunded to the Cost-Share Partners as provided in Paragraph 12.

6.3. This Agreement may terminate as provided in this Subparagraph 6.3 in the event that Reclamation determines it will not proceed with the Bartlett Dam Modification Feasibility Study. In such an event, SRP shall meet and confer with the Cost-Share Partners on such determination and whether the Parties have

exhausted their reasonable options to support Reclamation in proceeding with a Bartlett Dam Modification Feasibility Study. After such meeting, SRP may terminate this Agreement by providing written notice to the Cost-Share Partners of such termination. In such an event, this Agreement will terminate when both of the following have occurred: (1) SRP sends the written notice of termination under this Subparagraph 6.3 and (2) all appropriate payments and refunds have been issued.

7. ADMINISTRATIVE REPRESENTATIVES:

Within thirty (30) calendar days after execution of this Agreement, each Party shall designate in writing to the other Parties or by electronic mail with read receipt to the other Parties, an Administrative Representative and an Administrative Alternate to administer this Agreement on behalf of the designating Party. Written notice of a change of an Administrative Representative or Administrative Alternate shall be provided within thirty (30) calendar days of such change. The Administrative Alternate shall act only in the absence of the Administrative Representative. Neither the Administrative Representatives nor the Administrative Alternates shall have authority to amend, modify, or supplement this Agreement. Decisions of the Administrative Representatives pursuant to this Agreement shall be in writing and signed by them.

8. ESTIMATED COSTS:

8.1. The Parties plan to contribute funding towards the estimated nonfederal share of costs ("Nonfederal Cost-Share Estimate") for the Bartlett Dam Modification Feasibility Study. The initial Nonfederal Cost-Share Estimate is $5,000,000. The Nonfederal Cost-Share Estimate may increase or decrease based on federal appropriations and as project plans are developed.

8.2. With respect to issues related to the estimated costs for funding the Bartlett Dam Modification Feasibility Study the Parties shall convene the Steering Committee on an annual basis ("Annual Cost Assessment Meeting") to discuss and assess such issues. At the Annual Cost Assessment Meeting, the Parties shall make determinations on issues including but not limited to: (1) adjustment of the Nonfederal Cost-Share Estimate, (2) identification of federal funding availability, and (3) the annual contribution level of each Party ("Annual Contribution Level"). SRP will notify the Steering Committee of any identified change in total project cost that exceeds ten percent of the then-budgeted project cost at the next scheduled Steering Committee meeting.

8.3. At the Annual Cost Assessment Meeting, SRP shall present updates to the Steering Committee regarding: (1) information relevant to the Nonfederal Cost-Share Estimate, (2) availability of federal funding, and (3) anticipated adjustments to the Annual Contribution Level of each Party. These updates will be provided based on information and analysis developed by SRP in consultation with Reclamation. Prior to the Annual Cost Assessment Meeting, SRP shall develop and send for approval of the Steering Committee a report for the Annual Cost Assessment Meeting ("Annual Cost Assessment Report"). The Annual Cost Assessment Report will include: (1) the proposed Nonfederal Cost-Share Estimate and (2) the proposed Annual Contribution Levels of each Party for the following year. Consistent with Subparagraph 9.5, Fort McDowell Yavapai Nation and Buckeye Water Conservation and Drainage District will not be required to contribute any funding under this Agreement. The Steering Committee may vote on such approval of the Annual Cost Assessment Report at the Annual Cost Assessment Meeting but shall do so no later than thirty (30) calendar days after such Annual Cost Assessment Meeting.

8.4. Each Party shall contribute an annual amount equal to its Annual Contribution Level and remit payment for its Annual Contribution Level as described in Paragraph 12. The Annual Contribution Level as defined in this Agreement includes the option for a Party to elect to budget and appropriate the full amount of $400,000 to participate in this Agreement as a Voting Member at the time of the Effective Date of the Agreement for that Party. Payment will be made pursuant to Section 12 of this Agreement. The Parties' Annual Contribution Levels are summarized in Exhibit D. The Steering Committee shall update Exhibit D in accordance with the Annual Cost Assessment Report upon approval of the Annual Cost Assessment Report by the Steering Committee. In the event that the Nonfederal Cost-Share increases above a total of $1,250,000 in any one year, or is projected to be above a total of $5,000,000 for the entire study, the Parties shall discuss whether to incur such increased costs at the next Annual Cost Assessment Meeting. If the Steering Committee agrees to incur such increased costs, each Party will seek any necessary spending authority or appropriations for any increase in its then-current Annual Contribution Level. In the event that spending authority is not granted, or funds are not appropriated beyond the amounts necessary to fulfill a Party's then-current Annual Contribution Level, a Party has the right to terminate this Agreement without obligation for the increased Annual Contribution Level. However, the terminating Party shall comply with Subparagraph 11.1 with regard to its then-current Annual Contribution Level.

9. PARTIES' COST SHARE CONTRIBUTIONS:

9.1. SRP's initial Annual Contribution Level shall be $250,000.

9.2. City of Phoenix's initial Annual Contribution Level shall be $150,000.

9.3. The initial Annual Contribution Levels are identified in Exhibit D. Unless otherwise stated in Exhibit D, a Party with an initial Annual Contribution Level of $100,000 or greater will be a voting member of the Steering Committee ("Voting Member") with respect to decisions that the Steering Committee makes related to the Bartlett Dam Modification Feasibility Study. Voting Members commit to supporting the Bartlett Dam Modification Feasibility Study to completion at the Annual Contribution Level identified in Exhibit D but not to exceed a period of four years. If the Bartlett Dam Modification Feasibility Study exceeds four years, the Parties shall convene the Steering Committee to discuss contribution towards the nonfederal portion of funding required for completion. The Annual Contribution Level as defined in this Agreement includes the option for a Party to elect to budget and appropriate the full amount of $400,000 to participate in this Agreement as a Voting Member at the time of the Effective Date of the Agreement for that Party. Payment will be made pursuant to Section 12 of this Agreement.

9.4. Unless otherwise stated in Exhibit D, a Party with an initial Annual Contribution Level of $30,000 will be a nonvoting member of the Steering Committee ("Nonvoting Member").

9.5. The Fort McDowell Yavapai Nation, as a federally recognized tribe with a direct interest in water stored in Bartlett Reservoir, will be a Voting Member of the Steering Committee irrespective of its Annual Contribution Level. Buckeye Water Conservation and Drainage District will be a Voting Member of the Steering Committee irrespective of its Annual Contribution Level due to its interest under the stipulation between Buckeye Irrigation Company and Salt River Valley Water Users' Association entered September 7, 1944.

9.6. As described in Subparagraph 8.2, Annual Contribution Levels may be adjusted at the Annual Cost Assessment Meeting based on the Nonfederal Cost-Share Estimate as described in Subparagraph 8.1. Adjustments to Annual Contribution Levels will be made in proportion to the initial Annual Contribution Levels and will increase or decrease in proportion to the Nonfederal Cost-Share Estimate. Except as provided under circumstances noted in Subparagraph 11.3, the standing of each Party as a Voting Member or Nonvoting Member of the Steering Committee

is established by each Party's initial Annual Contribution Level, as described in Subparagraphs 9.3 and 9.4, and will not be impacted by adjustments made under Subparagraph 8.2, Subparagraph 8.4, or this Subparagraph 9.6.

10. STEERING COMMITTEE:

10.1. Within thirty (30) calendar days after execution of this Agreement, each Party shall designate in writing or electronic mail with read receipt to SRP a representative to serve on the Steering Committee ("Steering Committee Representative") and an alternate to serve on the Steering Committee ("Steering Committee Alternate"). Written notice of a change of a Steering Committee Representative or Steering Committee Alternate shall be provided within thirty (30) calendar days of such change. The Steering Committee Alternate shall act only in the absence of the Steering Committee Representative. Unless otherwise authorized by the Steering Committee, each Party shall ensure that only its Steering Committee Representative or Steering Committee Alternate participates in meetings of the Steering Committee. Steering Committee Representatives and Steering Committee Alternates are expected to be individuals with senior positions within the organizational structure of each Party, such as director-level positions, and may be the same or different from the Administrative Representatives and Administrative Alternates identified in Paragraph 7.

10.2. The Parties shall convene the Steering Committee within thirty (30) calendar days after this Agreement is effective as provided in Subparagraph 6.1 and develop roles, responsibilities, meeting schedules, and other guidelines to govern the Steering Committee within sixty (60) calendar days after this Agreement is effective as provided in Subparagraph 6.1.

10.3. The Steering Committee shall be responsible for developing criteria for assessing the need of any potential beneficiary to obtain a right to use a portion of the water to be stored in the new conservation storage capacity created from the modifications at Bartlett Dam. The new conservation storage capacity includes the volume of water above the combined original constructed capacity of both Horseshoe and Bartlett Reservoirs including the capacity added by installation of the Horseshoe Dam spillway gates ("New Conservation Capacity"). The criteria shall be developed and approved by the Steering Committee during development of feasibility cost estimates and designs of dam facilities required for the Bartlett Dam Modification Feasibility Study and may be similar to those identified in Exhibit E.

10.4. The Steering Committee shall be responsible for developing the preferred allocation of available New Conservation Capacity among potential project beneficiaries using the criteria for assessing need identified in Subparagraph 10.3 to provide to Reclamation for study purposes.

10.5. Nothing contained in this Agreement shall be construed as to (1) create any right to new or existing capacity in Bartlett or Horseshoe Reservoirs or (2) alter any existing rights to water stored in Bartlett or Horseshoe Reservoirs in a modified Bartlett Dam if a project to modify Bartlett Dam is constructed.

10.6. SRP shall chair the Steering Committee and all Steering Committee decisions will be made by majority vote of the Voting Members described in Subparagraph 9.3 with the exception of issues identified in Subparagraph 11.2. The votes of all Voting Members will be of equal weight. In the event of an even split during a Steering Committee vote, SRP shall act as the tie-breaking vote.

11. VOLUNTARY DEPARTURE; REMOVAL; AND ADDITION OF PARTIES, COST SHARE PARTNERS, AND STEERING COMMITTEE MEMBERS

11.1. A Party that no longer wishes to be a Party to this Agreement and participate in the Steering Committee may leave by giving the other Parties thirty (30) calendar days written notice under Paragraph 15 ("Voluntary Departure"). Parties that voluntarily depart this Agreement and Steering Committee under this Subparagraph 11.1 shall not be refunded any previous financial contributions. Any Voting Member that voluntarily departs this Agreement and Steering Committee shall pay the remaining balance that would be due based on that Voting Member's Annual Contribution Level for the period of time required to support completion of the Bartlett Dam Modification Feasibility Study but not to exceed a period of four years. The remaining balance will be based on the number of months projected to remain on the Bartlett Dam Modification Feasibility Study, multiplied by the Party's initial Annual Contribution Level, not to exceed a total of four years from the start of the non-federal contributions for the feasibility study. Upon the Voluntary Departure of a Party to this Agreement under this Subparagraph 11.1, the SRP shall update Exhibits A, D, and F accordingly.

11.2. The Steering Committee may remove a Party from the Agreement and membership on the Steering Committee if the Voting Members of the Steering Committee determine by a vote of at least 2/3 of Voting Members that the Party is not acting in good faith or otherwise unnecessarily interfering with making progress towards completion of the Bartlett Dam Modification Feasibility Study.

Any Party that is removed from the Agreement and the Steering Committee under this Subparagraph 11.2 shall not be refunded any previous financial contributions. Upon removing a Party to this Agreement under this Subparagraph 11.2, the SRP shall update Exhibits A, D, and F accordingly.

11.3. The Steering Committee, by majority vote of the Steering Committee, may add a Party to the Agreement as a Voting or Nonvoting member of the Steering Committee upon request from an entity to support the Bartlett Dam Modification Feasibility Study. Prior to adding a Party to the Agreement and Steering Committee, the Steering Committee shall determine the Annual Contribution Level of the entity to be added in a manner consistent with Paragraphs 8 and 9, provided that, the Steering Committee will not unreasonably withhold a participant's ability to join the Steering Committee if that participant is willing to work in good faith and bring appropriate resources in support of the goals of the Bartlett Dam Modification Feasibility Study. Upon adding a Party to this Agreement under this Subparagraph 11.3, the SRP shall update Exhibits A, D, and F accordingly. Should a Party be added to the Steering Committee as a Voting Member, that Party shall pay the Annual Contribution Level identified in Subparagraph 9.3 for the time period between the Steering Committee's inception and the Party's addition. Should an existing Nonvoting Member become a Voting Member, that Party will be responsible for paying the difference between their actual contributions and the Annual Contribution Level identified in 9.3 for the time period between the Steering Committee's inception and the Party becoming a Voting Member. Any new Voting Member or Nonvoting Member becoming a Voting Member will be subject to all conditions as outlined in Subparagraph 11.1

12. PAYMENT:

12.1. SRP shall invoice each Party at its initial Annual Contribution Level as identified in Exhibit D within 90 days of execution of this Agreement.

12.2. Following approval of the Annual Cost Assessment Report by the Steering Committee, SRP shall invoice the Cost-Share Partners in the amounts identified in the Annual Cost Assessment Report. The Cost-Share Partners shall pay such invoices within thirty (30) calendar days after SRP sends such invoices. SRP shall remit payments made under Paragraph 12 to Reclamation or consultants as contributions towards the nonfederal portion of costs for the Bartlett Dam Modification Feasibility Study under the SRP-Reclamation Cost-Share Agreement. In the event that funds paid to SRP will not be remitted to Reclamation or

consultants, SRP shall refund the Cost-Share Partners for any amount paid to SRP under Paragraph 12 that will not be remitted to Reclamation or consultants.

12.3. Any invoices not paid when due shall be delinquent and shall bear interest at the Wall Street Journal Prime Rate, on the date the invoice was due plus 5% (Wall Street Journal Prime Rate plus 5%) per annum from the date when the bill was due until the bill is paid in full (including any accrued interest). In the event the Wall Street Journal no longer publishes the Wall Street Journal Prime Rate, a majority of the Administrative Representatives shall select an appropriate substitute.

12.4. In the event any portion of any bill is disputed, to the extent the disputing Party has the legal authority to pay, the disputed amount shall be paid under protest when due and shall be accompanied by a written statement indicating the basis for the protest. If the protest is found to be valid, the Cost-Share Partners shall be refunded any overpayment plus interest, accrued at the rate set forth in Subparagraph 12.3, prorated by days from the date payment was credited to the Cost-Share Partners to the date the refund check is mailed.

12.5. In the event that this Agreement is terminated under Subparagraph 6.3, SRP shall refund the Cost-Share Partners for any amount paid to SRP under Paragraph 12 that will not be remitted to Reclamation or consultants for services approved prior to termination of this Agreement.

13. DISPUTE RESOLUTION; RECORDS INSPECTION; CHOICE OF LAW:

13.1. Any dispute under this Agreement shall first be submitted to the Steering Committee for resolution. The Steering Committee shall make all reasonable efforts to resolve the dispute. If the matter cannot be resolved by the Parties' authorized representatives, any Party may submit the matter to the SRP General Manager and the Party's chief operating officer. If the matter cannot be resolved by the SRP General Manager and the Party's chief operating officer, any Party may bring suit upon the matter, provided however, that it is expressly agreed that the venue shall only be in Maricopa County Superior Court or its successor court.

13.2. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona and any applicable federal law. In the event a dispute arises wherein the Fort McDowell Yavapai Nation is a party, the Parties agree the venue will be in a court of competent jurisdiction other than Tribal court. Nothing contained in this Agreement shall be construed to constitute a waiver of any aspect or

portion of sovereign immunity of the Fort McDowell Yavapai Nation, and/or its affiliates, departments, programs, enterprises, or subdivisions.

13.3. In the event of any future dispute or action arising under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred therein, including expert witness fees.

13.4. Pending the resolution of a dispute, the Parties shall proceed, to the extent legally permissible, in a manner consistent with this Agreement, and shall make payments required in accordance with the applicable provisions of this Agreement. Amounts paid by a Party under Paragraph 12 during the pendency of such dispute shall be subject to refund and adjustment upon a final resolution of any dispute involving an amount due.

14. UNCONTROLLABLE FORCES:

No Party shall be considered to be in default in the performance of any of its obligations hereunder if failure of performance is due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the party affected, including but not limited to failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or nonaction by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing herein shall be construed so as to require any Party to settle any strike or labor dispute in which it is involved. Any party rendered able to fulfill any obligation hereunder by reason of an uncontrollable force shall exercise due diligence to remove such inability.

15. NOTICE; CHANGE OF NAME OR ADDRESS:

15.1. All notices, requests, demands, and other communications under this Agreement shall be in writing or by electronic mail with read receipt and shall be deemed to have been received either when delivered or on the fifth business day following mailing, by registered or certified mail, postage prepaid, return receipt requested, whichever is earlier, addressed as set forth in Exhibit F.

15.2. Any Party may change the addressee or address to which communications or copies are to be sent by giving notice of such change under Subparagraph 15.1.

16. SEVERABILITY:

Should any part of this Agreement be declared, in a final decision by a court or tribunal of competent jurisdiction, to be unconstitutional, invalid, or beyond the authority of a Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect and reformed, provided that the remainder of this Agreement, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

17. WAIVER:

The failure of any Party to insist on any one or more instances upon strict performance of any of the obligations of the other pursuant to this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of the performance of any such obligation or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

18. BINDING AGREEMENT:

All of the provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their heirs, successors and assigns; provided, however, that no Party shall assign its rights and obligations under this Agreement to another entity without the written consent of the other Parties. Such consent to assignment shall not, however, be unreasonably withheld, conditioned, or delayed.

19. NO THIRD-PARTY BENEFICIARIES:

This Agreement is solely for the benefit of the Parties and does not create nor shall it be construed to create rights to any third party. No third party may enforce the terms and conditions of this Agreement.

20. NO PARTNERSHIP AND NO JOINT VENTURE:

Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the Parties hereto. The covenants, obligations, and liabilities contained in this Agreement are intended to be several and not joint or collective, and nothing contained herein shall be construed to create an association, joint venture, agency, trust, or partnership, or to impose a trust or partnership covenant, obligation, fiduciary duty, or liability between the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided herein.

21. AUTHORITY:

The undersigned representative of each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of this Agreement and to legally bind the Party to it.

22. CONFLICT OF INTEREST:

Pursuant to A.R.S. § 38-511, a Party who is a political subdivision of the State may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a Party is, at any time while this Agreement is in effect, an employee of another Party in any capacity, or a consultant to another Party with respect to the subject matter of this Agreement. The cancellation shall be effective when written notice is received unless the notice specifies a later time.

23. ENTIRE AGREEMENT; MODIFICATION; COUNTERPARTS:

The terms, covenants and conditions of this Agreement constitute the entire Agreement between the Parties, and no understandings or obligations not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures on the following pages]

IN WITNESS WHEREOF, this Agreement was executed by the Parties and is effective on the date described in Subparagraph 6.1 of this Agreement.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____
Name: David C. Roberts
Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____
Name: Patrick B. Sigl
Title: Supervising Attorney, Environment, Land & Water Rights

ARIZONA WATER COMPANY

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

APACHE JUNCTION WATER UTILITY
COMMUNITY FACILITIES DISTRICT

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF AVONDALE

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF BUCKEYE

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CENTRAL ARIZONA WATER CONSERVATION DISTRICT (FOR CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT)

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF CHANDLER

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF EL MIRAGE

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

EPCOR, USA, INC.

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

FORT MCDOWELL YAVAPAI NATION

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

TOWN OF GILBERT

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF GLENDALE

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF GOODYEAR, ARIZONA,
an Arizona municipal corporation

By:_____

Julie Karins
City Manager

Date:_____

ATTEST:

By:_____
Darcie McCracken
City Clerk

Date:_____

APPROVED AS TO FORM:

By:_____
Roric Massey
City Attorney

Date:_____

CITY OF MESA

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF PEORIA

By: _____
Name: _____
Title: _____

ATTEST

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF PHOENIX, ARIZONA,
a municipal corporation

_____
Troy Hayes
Director, Water Services Department

ATTEST:

_____
Jeffrey J. Barton
City Manager City Clerk

APPROVED AS TO FORM:

_____
Cris Meyer
City Attorney

TOWN OF QUEEN CREEK

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

ROOSEVELT WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF SCOTTSDALE

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF SURPRISE

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF TEMPE

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM MODIFICATION ALTERNATIVES AMONG COST-SHARE PARTNERS AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT A

COST-SHARE PARTNERS

Arizona Water Company	City Goodyear
Apache Junction Water Utility Community Facilities District dba Apache Junction Water District	City of Glendale
City of Avondale	City of Mesa
City of Buckeye	City Peoria
Buckeye Water Conservation and Drainage District	City of Phoenix
Central Arizona Groundwater Replenishment District	Town of Queen Creek
City of Chandler	Roosevelt Water Conservation District
City of El Mirage	City of Scottsdale
EPCOR, USA, Inc.	City of Surprise
Fort McDowell Yavapai Nation	City of Tempe
Town of Gilbert	

AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM MODIFICATION ALTERNATIVES AMONG COST-SHARE PARTNERS AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT B

MEMORANDUM OF UNDERSTANDING TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY AMONG VARIOUS PARTICIPATING ENTITIES AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

MEMORANDUM OF UNDERSTANDING

TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY

AMONG VARIOUS PARTICIPATING ENTITIES,

SALT RIVER VALLEY WATER USERS' ASSOCIATION,

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

August 31, 2021

1. PARTIES:

This nonbinding memorandum of understanding ("MOU") to support the Bartlett Dam Modification Feasibility Study is entered into by those entities listed in the Contact List of Exhibit A ("Participating Entities"), the Salt River Valley Water Users' Association ("Association"), and the Salt River Project Agricultural Improvement and Power District ("District"). The Association and District are referred to collectively as "SRP." SRP and the Participating Entities are referred to collectively as "Parties."

2. BACKGROUND AND PURPOSE:

a. The United States Department of the Interior's Bureau of Reclamation ("Reclamation"), in partnership with SRP, conducted an appraisal level investigation called the Verde Reservoirs Sediment Mitigation Study to evaluate options to restore capacity lost in SRP's Verde River reservoirs due to sediment accumulation, which impacts critical water supplies for central Arizona.

b. Reclamation issued a draft report entitled "Verde Reservoirs Sediment Mitigation Study Appraisal Report" in May 2021 ("Draft Appraisal Report") recommending that Reclamation:

   i. Seek/confirm authority to initiate a feasibility study to determine the technical, environmental, economic, and financial feasibility of implementing one of two Bartlett Dam modification alternatives to enable central Arizona to adapt water management to changing climate conditions ("Bartlett Dam Modification Feasibility Study");

ii. Address topics identified in the Verde Reservoirs Sediment Mitigation Study during the feasibility study process; and

iii. Develop cost-share agreements necessary to support the successful completion of the Bartlett Dam Modification Feasibility Study.

c. Reclamation is expected to release a final appraisal report by the end of calendar year 2021. The Parties support Reclamation's recommendations as identified in Subparagraph 2(b) and the initiation of the Bartlett Dam Modification Feasibility Study to further evaluate alternatives for modification of Bartlett Dam to improve management of water supplies of the Verde River, reduce the reliance on groundwater, and help position central Arizona to manage extended droughts and shortages created by climate change impacts on the Colorado, Salt, and Verde River watersheds.

d. The purpose of this MOU is to describe the cooperative efforts and roles and responsibilities of the Parties related to supporting Reclamation in completing the Bartlett Dam Modification Feasibility Study as recommended in the Draft Appraisal Report. As described below, included in those cooperative efforts is the formation and participation in a steering committee as described in Paragraph 5(d) ("Steering Committee"), and development of the following agreements: (1) a cost-share agreement among the Participating Entities and SRP as described in Paragraph 5(a) ("Nonfederal Participating Entities Cost-Share Agreement"), and (2) the development of a cost-share agreement among SRP and Reclamation as described in Paragraph 4(b)(i) ("SRP-Reclamation Cost-Share Agreement").

3. TERM AND TERMINATION:

a. This MOU will become effective upon execution by the Parties and, unless terminated under Subparagraph 3(b), will remain in effect until Reclamation issues a final report for the Bartlett Dam Modification Feasibility Study.

b. This MOU will terminate in the event that Reclamation issues a final Verde Reservoirs Sediment Mitigation Study Appraisal Report that does not include a recommendation to study the feasibility of Bartlett Dam modification alternatives.

c. This MOU and the provisions of this MOU may only be modified upon mutual written consent of the Parties.

4. RESPONSIBILITIES:

a. Mutual Responsibilities:

i. The Parties will work cooperatively to develop the Nonfederal Participating Entities Cost-Share Agreement.

ii. The Parties will work cooperatively to form and participate in the Steering Committee that is identified in Subparagraph 5(d) and will be further described by the Nonfederal Participating Entities Cost-Share Agreement.

iii. The Parties will support and assist Reclamation to conduct the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study as identified in the recommendations noted in Subparagraph 2(b). This support and assistance is expected to include funding of the Bartlett Dam Modification Feasibility Study by some or all of the Participating Entities, as will be specified by the Nonfederal Participating Entities Cost-Share Agreement. The Parties will provide data and information relevant to analyses that may include but are not limited to assessments of hydrology and climate change, demand for use of water supplies, environmental and cultural resources, economics, engineering, dam safety and flood control, and recreation.

b. SRP Responsibilities:

i. SRP will work with Reclamation to develop the SRP-Reclamation Cost-Share Agreement as a mechanism for SRP to pay the nonfederal cost-share required for completing the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study, including the funds collected under the Nonfederal Participating Entities Cost-Share Agreement, for completing the Bartlett Dam Modification Feasibility Study.

ii. SRP will consult with the Participating Entities on substantive decisions related to Reclamation developing a plan of study for the Bartlett Dam Modification Feasibility Study while it finalizes the Draft Appraisal Report.

SRP will be the single point of contact with Reclamation on behalf of the Parties and will lead communications with Reclamation related to the Bartlett Dam Modification Feasibility Study until the Nonfederal Participating Entities Cost-Share Agreement is executed.

iii. SRP will serve as chair of the Steering Committee.

c. Participating Entities Responsibilities:

i. Participating Entities will provide relevant data, information, opinions, and analyses related to the Bartlett Dam Modification Feasibility Study as reasonably requested by SRP or Reclamation in the event that Reclamation has/obtains authority to conduct the Bartlett Dam Modification Feasibility Study.

ii. Participating Entities will serve on the Steering Committee as appropriate to engage in collaboration and coordination with SRP to support Reclamation's completion of the Bartlett Dam Modification Feasibility Study as will be further defined in the Nonfederal Participating Entities Cost-Share Agreement.

iii. Participating Entities will coordinate and collaborate with SRP in efforts to communicate information related to the Bartlett Dam Modification Feasibility Study with elected officials and other relevant stakeholders on the project.

5. DEVELOPMENT OF THE NONFEDERAL PARTICIPATING ENTITIES COST-SHARE AGREEMENT:

a. The Parties will collaborate to develop the Nonfederal Participating Entities Cost-Share Agreement with a goal of execution in Fall 2021. The Nonfederal Participating Entities Cost-Share Agreement will describe how nonfederal costs will be allocated among SRP and any Participating Entities agreeing to share those costs to provide nonfederal funding to Reclamation and any appropriate contractors to conduct the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study.

b. As part of the process to develop the Nonfederal Participating Entities Cost-Share Agreement, SRP and any Participating Entities agreeing to share the nonfederal costs will collaborate to determine the relative shares of the non-federal cost contribution in support of the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study as recommended in the Draft Appraisal Report. The Parties understand that any cost-share contribution under the Nonfederal Participating Entities Cost-Share Agreement does not guarantee capacity in a future Modified Bartlett Dam in the event such a facility is constructed.

c. The Nonfederal Participating Entities Cost-Share Agreement will be among SRP and any Participating Entities agreeing to share the nonfederal costs and will require those Participating Entities to submit funds to SRP for SRP to remit such funds to any necessary contractors or to Reclamation through the separate Reclamation-SRP Cost-Share Agreement.

d. As part of the Nonfederal Participating Entities Cost-Share Agreement, the Parties will establish the Steering Committee chaired by SRP to provide timely and effective feedback and guidance to support Reclamation and any necessary contractors in achieving the milestones necessary to complete the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study and to facilitate coordination in communications with elected officials and other relevant stakeholders.

6. AUTHORIZED REPRESENTATIVES:

Within thirty (30) days after execution of this MOU, SRP and each Participating Entity shall designate in writing to the other Parties an Authorized Representative and an Alternate to administer this MOU on behalf of the designating party. Written notice of a change of an Authorized Representative or Alternate shall be provided within thirty (30) days of such change. The Alternate shall act only in the absence of the Authorized Representative. Neither the Authorized Representatives nor the Alternates shall have authority to amend, modify, or supplement this MOU. Agreements of the Authorized Representatives pursuant to this MOU shall be in writing and signed by them.

7. ADDITION AND WITHDRAWAL OF PARTICIPATING ENTITIES:

a. Any Participating Entity may voluntarily withdraw from this MOU by providing thirty (30) days written notice to the other Parties as provided in Paragraph 8.

b. Additional Participating Entities may be added to this MOU by the Steering Committee. Such additional Participating Entities may or may not (1) be parties to the Nonfederal Participating Entities Cost-Share Agreement, or (2) participate in the Steering Committee.

8. ADDRESSES FOR COMMUNICATIONS:

a. All notices and communications under this MOU shall be addressed to the contacts set forth in Exhibit A. In the event Participating Entities are added to this MOU by the Steering Committee as described in Subparagraph 7(b), the Authorized Representatives shall update Exhibit A accordingly and distribute the updated Exhibit A to all of the Parties.

b. The Parties may change the addressee or address to which communications or copies are to be sent by giving notice of such change of addressee.

[signatures on the following pages]

9. SIGNATURES:

IN WITNESS WHEREOF, this MOU was executed by the Parties on the date first hereinabove written.

SALT RIVER VALLEY WATER USERS' ASSOCIATION

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land & Water Rights

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land & Water Rights

ARIZONA WATER COMPANY

By: _____

Name: Fredrick K. Schneider DA0000792

Title: President

APPROVED AS TO FORM

By: _____

Name: E. Robert Spear

Title: Vice President and General Counsel

CITY OF APACHE JUNCTION

By: _____

Name: Michael Loggins

Title: Water District Director

APPROVED AS TO FORM

By: _____ 8-19-21

Name: R. Joel Stern

Title: District Counsel

[PARTICIPATING ENTITY]

By: Cherlene Penilla (Aug 5, 2021 10:41 PDT)

Name: for Charles A. Montoya

Title: City Manager

APPROVED AS TO FORM

By: Nicholle Harris (Aug 4, 2021 17:46 PDT)

Name: Nicholle Harris

Title: City Attorney

ATTEST: Linda Mendenhall (Aug 5, 2021 10:44 PDT)

CITY OF AVONDALE INCORPORATED DEC. 16 1946 ARIZONA

CITY OF BUCKEYE, an Arizona municipal Corporation,

By: _____

Name: Eric W. Orsborn

Title: Mayor

ATTEST

_____

Name: Lucinda J. Aja

Title: City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt

Name: Shiela B. Schmidt

Title: City Attorney

BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT

By: Noel Carter

Name: Noel Carter

Title: General Manager

APPROVED AS TO FORM

By: _____

Name: Michael Pearce

Title: District Attorney, Water Rights

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

By: _____

Name: Theodore C. Cooke, D.B.A.

Title: General Manager

APPROVED AS TO FORM

By: _____

Name: Jay M. Johnson

Title: General Counsel

CITY OF CHANDLER

By: _____
John Knudson
Director, Public Works & Utilities

APPROVED AS TO FORM

By: _____
Jenny J. Winkler
Assistant City Attorney

CITY OF EL MIRAGE

By: _____

Name: Alexis Hermosillo

Title: Mayor

APPROVED AS TO FORM

By: _____

Name: Justin Pierce

Title: City Attorney

EPCOR USA, INC.

By: _____

Name: Joe Gysel

Title: President

APPROVED AS TO FORM

By: _____

Name: Dan Holwerda

Title: Associate General Counsel

CITY OF GLENDALE

By: _____
FOR
Name: Kevin R. Phelps
Title: City Manager

APPROVED AS TO FORM

By: _____
Name: Michael D. Bailey
Title: City Attorney

ATTEST:
By: _____
Name: Julie K. Bower (SEAL)
Title: City Clerk

CITY OF GOODYEAR

By: _____

Name: Julie Karins

Title: City Manager

APPROVED AS TO FORM

By: _____

Name: Roric Massey

Title: City Attorney

CITY OF MESA

By: _____

Name: Jake West

Title: Water Resources Department Director

CITY OF PEORIA

By: _____
Name: Katie Gregory
Title: Deputy City Manager

APPROVED AS TO FORM

By: Vanessa P. Hickman
Name: Vanessa Hickman
Title: City Attorney

ATTEST
By: Rhonda Geriminsky
Name: Rhonda Geriminsky
Title: City Clerk

City of Phoenix

By: [redacted] (Sep 16, 2021 18:20 CDT)

Name: Cynthia Campbell

Title: Water Resources Management Advisor

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

TOWN OF QUEEN CREEK

By: John Kross (Aug 9, 2021 08:40 PDT)

Name: John Kross

Title: Town Manager

APPROVED AS TO FORM

By: Scott A. Holcomb (Aug 10, 2021 10:13 PDT)

Name: Scott Holcomb

Title: Town Attorney

Roosevelt Water Conservation District

By: _____
Name: Shane M. Leonard
Title: General Manager

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF SCOTTSDALE

By: _____

Name: DAVID D. ORTEGA

Title: MAYOR OF SCOTTSDALE

APPROVED AS TO FORM

By: _____

Name: Janis L. Bladine

Title: Sr. Asst. City Attorney

ATTEST

_____

CITY CLERK

CITY OF SURPRISE

By: _____

Name: Skip Hall

Title: Mayor

APPROVED AS TO FORM

By: _____

Name: Robert Winco

Title: City attorney

CITY OF TEMPE

By: _____

Name: Corey D. Woods

Title: Mayor

APPROVED AS TO FORM

By: _____

Name: Judith R. Baumann

Title: City Attorney

MEMORANDUM OF UNDERSTANDING

TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY

AMONG VARIOUS PARTICIPATING ENTITIES,

SALT RIVER VALLEY WATER USERS' ASSOCIATION,

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

Exhibit A

Parties Contact List

Table 1 – Parties

Arizona Water Company	City of Glendale
City of Apache Junction	City of Mesa
City of Avondale	City of Peoria
City of Buckeye	City of Phoenix
Buckeye Water Conservation and Drainage District	Town of Queen Creek
Central Arizona Groundwater Replenishment District	Roosevelt Water Conservation District
City of Chandler	Salt River Valley Water Users' Association
City of El Mirage	Salt River Project Agricultural Improvement and Power District
EPCOR, USA, Inc.	City of Surprise
Town of Gilbert	City of Tempe
City of Goodyear	

Table 2 – Contacts

Party	Contact
Arizona Water Company	Arizona Water Company c/o President 3805 N. Black Canyon Highway Phoenix, AZ 85015 **Copy to:** Terri Sue Rossi, Water Resources Manager Arizona Water Company 3805 N. Black Canyon Highway Phoenix, AZ 85015
City of Apache Junction	City of Apache Junction c/o Michael Loggins 300 E. Superstition Blvd. Apache Junction, AZ 85119 **Copy to:** Bryant Powell 300 E. Superstition Blvd. Apache Junction, AZ 85119
City of Avondale	
City of Buckeye	Alisha Solano, Water Resources Director 21749 W. Yuma Road, Suite 107 Buckeye, AZ 85326 **Copy to:** Sheila B. Schmidt, City Attorney Gust Rosenfeld 1 East Washington, Suite 1600 Phoenix, AZ 85004 sschmidt@gustlaw.com

Table 2 – Contacts

Party	Contact
Buckeye Water Conservation and Drainage District	
Central Arizona Groundwater Replenishment District	Theodore C. Cooke, General Manager Central Arizona Water Conservation District P.O. Box 43020 Phoenix, AZ 85080-3020 **Copy to:** Chris Brooks, Senior Analyst Laura Grignano, Manager Central Arizona Groundwater Replenishment District P.O. Box 43020 Phoenix, AZ 85080-3020
City of Chandler	John Knudson, Director, Public Works & Utilities City of Chandler P.O. Box 4008, MS 403 Chandler, AZ 85244-4008 **Copy to:** Kelly Schwab, City Attorney City of Chandler P.O. Box 4008, MS 602 Chandler, AZ 85244-4008
City of El Mirage	

Table 2 – Contacts

Party	Contact
EPCOR USA, Inc.	EPCOR USA, Inc c/o Joe Gysel President 2355 W. Pinnacle Peak Road, Suite 300 Phoenix, AZ 85027 **Copy to**: EPCOR USA, Inc c/o General Counsel 2355 W. Pinnacle Peak Road, Suite 300 Phoenix, AZ 85027
Town of Gilbert	
City of Goodyear	
City of Glendale	City of Glendale c/o City Clerk-Julie K. Bower 5850 W. Glendale Ave. Glendale, AZ 85301 **Copy to:** City of Glendale Drew Swieczkowski 7070 W. Northern Ave. Glendale, AZ 85303

Table 2 – Contacts

Party	Contact
City of Mesa	City of Mesa c/o City Manager's Office P.O. Box 1466 Mesa, Arizona 85211-1466 **Copy to:** Brian Draper Water Resources Advisor City of Mesa P.O. Box 1466 Mesa, Arizona 85211-1466
City of Peoria	
City of Phoenix	
Town of Queen Creek	John Kross Paul Gardner 22358 S. Ellsworth Road Queen Creek, AZ 85142
Roosevelt Water Conservation District	

Table 2 – Contacts

Party	Contact
Salt River Valley Water Users' Association And Salt River Project Agricultural Improvement and Power District	Salt River Project c/o Corporate Secretary P.O. Box 52025 Phoenix, AZ 85072-2205 **Copy to:** Ronald J. Klawitter Water System Projects Principal Salt River Project P.O. Box 52025 Phoenix, AZ 85072-2205
City of Scottsdale	City of Scottsdale – Scottsdale Water c/o Executive Director 9312 N. 94th Street Scottsdale, AZ 85258 **Copy to:** City of Scottsdale – City Attorney 3939 N. Drinkwater Blvd. Scottsdale, AZ 85251
City of Surprise	
City of Tempe	

AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM MODIFICATION ALTERNATIVES
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT C

MEMORANDUM OF UNDERSTANDING TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY AMONG THE FORT MCDOWELL YAVAPAI NATION AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

MEMORANDUM OF UNDERSTANDING

TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY

BETWEEN FORT MCDOWELL YAVAPAI NATION,

SALT RIVER VALLEY WATER USERS' ASSOCIATION,

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

October 12, 2021

1. PARTIES:

This nonbinding memorandum of understanding ("MOU") to support the Bartlett Dam Modification Feasibility Study is entered into by the Fort McDowell Yavapai Nation ("Nation"), the Salt River Valley Water Users' Association ("Association"), and the Salt River Project Agricultural Improvement and Power District ("District"). The Association and District are referred to collectively as "SRP." SRP and the Nation are referred to collectively as "Parties."

2. BACKGROUND AND PURPOSE:

a. The United States Department of the Interior's Bureau of Reclamation ("Reclamation"), in partnership with SRP, conducted an appraisal level investigation called the Verde Reservoirs Sediment Mitigation Study to evaluate options to restore capacity lost in SRP's Verde River reservoirs due to sediment accumulation, which impacts critical water supplies for central Arizona.

b. Reclamation issued a draft report entitled "Verde Reservoirs Sediment Mitigation Study Appraisal Report" in May 2021 ("Draft Appraisal Report"), the Executive Summary is attached to this MOU as Exhibit A, recommending that Reclamation:

   i. Seek/confirm authority to initiate a feasibility study to determine the technical, environmental, economic, and financial feasibility of implementing one of two Bartlett Dam modification alternatives to enable central Arizona to adapt water management to changing climate conditions ("Bartlett Dam Modification Feasibility Study");

ii. Address topics identified in the Verde Reservoirs Sediment Mitigation Study during the feasibility study process; and

iii. Develop cost-share agreements necessary to support the successful completion of the Bartlett Dam Modification Feasibility Study.

c. Reclamation is expected to release a final appraisal report by the end of calendar year 2021. The Parties support Reclamation's recommendations as identified in Subparagraph 2(b) and the initiation of the Bartlett Dam Modification Feasibility Study to further evaluate alternatives for modification of Bartlett Dam to improve management of water supplies of the Verde River, reduce the reliance on groundwater, and help position central Arizona to manage extended droughts and shortages created by climate change impacts on the Colorado, Salt, and Verde River watersheds.

d. The purpose of this MOU is to describe the cooperative efforts and roles and responsibilities of the Parties related to supporting Reclamation in completing the Bartlett Dam Modification Feasibility Study as recommended in the Draft Appraisal Report. As described below, included in those cooperative efforts is the formation and participation in a steering committee as described in Paragraph 5(d) ("Steering Committee"), and development of the following agreements: (1) a cost-share agreement as described in Paragraph 5(a) ("Nonfederal Participating Entities Cost-Share Agreement"), and (2) a cost-share agreement among SRP and Reclamation as described in Paragraph 4(b)(i) ("SRP-Reclamation Cost-Share Agreement").

e. SRP has executed, or will be executing, a similar nonbinding MOU to Support the Bartlett Dam Modification Feasibility Study with some or all of the following entities: Arizona Water Company, Buckeye Water Conservation and Drainage District, Central Arizona Groundwater Replenishment District, City of Apache Junction, City of Avondale, City of Buckeye, City of Chandler, Town of Gilbert, City of El Mirage, City of Glendale, City of Goodyear, City of Mesa, City of Peoria, City of Phoenix, City of Scottsdale, City of Surprise, City of Tempe, EPCOR, Roosevelt Water Conservation District and Town of Queen Creek. The listed entities will be referred to as ("Participating Entities").

3. TERM AND TERMINATION:

a. This MOU will become effective upon execution by the Parties and, unless terminated under Subparagraph 3(b), will remain in effect until Reclamation issues a final report for the Bartlett Dam Modification Feasibility Study.

b. This MOU will terminate in the event that Reclamation issues a final Verde Reservoirs Sediment Mitigation Study Appraisal Report that does not include a recommendation to study the feasibility of Bartlett Dam modification alternatives.

c. This MOU and the provisions of this MOU may only be modified upon mutual written consent of the Parties.

4. RESPONSIBILITIES:

a. Mutual Responsibilities:

i. The Nation will work cooperatively together with the Participating Entities and SRP to develop the Nonfederal Participating Entities Cost-Share Agreement although the Parties agree that the Nation will not be required to contribute any funding towards the Bartlett Dam Modification Feasibility Study.

ii. The Nation will work cooperatively with the Participating Entities and SRP to form and participate in the Steering Committee that is identified in Subparagraph 5(d) and will be further described by the Nonfederal Participating Entities Cost-Share Agreement.

iii. The Parties will support and assist Reclamation to conduct the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study as identified in the recommendations noted in Subparagraph 2(b). This support and assistance is expected to include funding of the Bartlett Dam Modification Feasibility Study by some or all of the Participating Entities, as will be specified by the Nonfederal Participating Entities Cost-Share Agreement. The Parties may provide data and information relevant to analyses that may include but are not limited to assessments of hydrology and climate change, demand for use of water supplies, environmental and cultural

resources, economics, engineering, dam safety and flood control, and recreation.

b. SRP Responsibilities:

i. SRP will work with Reclamation to develop the SRP-Reclamation Cost-Share Agreement as a mechanism for SRP to pay the nonfederal cost-share required for completing the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study, including the funds collected under the Nonfederal Participating Entities Cost-Share Agreement, for completing the Bartlett Dam Modification Feasibility Study.

ii. SRP will communicate with the Nation on a regular basis on all substantive decisions related to Reclamation developing a plan of study for the Bartlett Dam Modification Feasibility Study while it finalizes the Draft Appraisal Report.

iii. SRP will serve as chair of the Steering Committee.

c. The Nation's Responsibilities:

i. The Nation may provide relevant data, information, opinions, and analyses related to the Bartlett Dam Modification Feasibility Study as reasonably requested by SRP or Reclamation in the event that Reclamation has/obtains authority to conduct the Bartlett Dam Modification Feasibility Study.

ii. The Nation will serve on the Steering Committee as appropriate to engage in collaboration and coordination with SRP to support Reclamation's completion of the Bartlett Dam Modification Feasibility Study as will be further defined in the Nonfederal Participating Entities Cost-Share Agreement.

iii. The Nation may coordinate and collaborate with SRP in efforts to communicate information related to the Bartlett Dam Modification Feasibility Study with elected officials and other relevant stakeholders on the project.

iv. Nothing in this MOU prevents the Nation from consulting with Reclamation on a formal or informal basis on any matter, including regarding the Bartlett Dam Modification Feasibility Study.

5. DEVELOPMENT OF THE NONFEDERAL PARTICIPATING ENTITIES COST-SHARE AGREEMENT:

a. The Nation will collaborate with the other Participating Entities and SRP to develop the Nonfederal Participating Entities Cost-Share Agreement with a goal of execution in Fall 2021. The Nonfederal Participating Entities Cost-Share Agreement will describe how nonfederal costs will be allocated among SRP and any entities agreeing to share those costs to provide nonfederal funding to Reclamation and any appropriate contractors to conduct the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study.

b. As part of the process to develop the Nonfederal Participating Entities Cost-Share Agreement, SRP and any entities agreeing to share the nonfederal costs will collaborate to determine the relative shares of the non-federal cost contribution in support of the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study as recommended in the Draft Appraisal Report. The Parties understand that any cost-share contribution under the Nonfederal Participating Entities Cost-Share Agreement does not guarantee capacity in a future Modified Bartlett Dam in the event such a facility is constructed.

c. The Nation recognizes that the Nonfederal Participating Entities Cost-Share Agreement will be among SRP and any entity agreeing to share the nonfederal costs and will require those entities to submit funds to SRP for SRP to remit such funds to any necessary contractors or to Reclamation through the separate Reclamation-SRP Cost-Share Agreement.

d. As part of the Nonfederal Participating Entities Cost-Share Agreement, the Participating Entities and the Parties will establish the Steering Committee chaired by SRP to provide timely and effective feedback and guidance to support Reclamation and any necessary contractors in achieving the milestones necessary to complete the Bartlett Dam Modification Feasibility Study in the event that

Reclamation has/obtains authority to conduct this study and to facilitate coordination in communications with elected officials and other relevant stakeholders.

e. The Nation reserves the right to consult with Reclamation regarding cost-sharing for the Bartlett Dam Modification Feasibility Study.

6. AUTHORIZED REPRESENTATIVES

Within thirty (30) days after execution of this MOU, SRP and the Nation shall designate in writing an Authorized Representative and an Alternate to administer this MOU on behalf of the designating party. Written notice of a change of an Authorized Representative or Alternate shall be provided within thirty (30) days of such change. The Alternate shall act only in the absence of the Authorized Representative. Neither the Authorized Representatives nor the Alternates shall have authority to amend, modify, or supplement this MOU. Agreements of the Authorized Representatives pursuant to this MOU shall be in writing and signed by them.

7. ADDITION AND WITHDRAWAL OF PARTICIPATING ENTITIES:

a. SRP or the Nation may voluntarily withdraw from this MOU by providing thirty (30) days written notice to the other Party as provided in Paragraph 8.

8. ADDRESSES FOR COMMUNICATIONS:

a. All notices and communications under this MOU shall be addressed to the following addresses:

If to SRP:

Salt River Project
c/o Corporate Secretary
P.O. Box 52025
Phoenix, AZ 85072-2205

with a copy to:

Ronald J. Klawitter
Water System Projects Principal

Salt River Project
P.O. Box 52025
Phoenix, AZ 85072-2205

If to Fort McDowell Yavapai Nation:

Fort McDowell Yavapai nation
c/o Office of the President
PO Box 17779
Fountain Hills, AZ 85269

with a copy to:

Fort McDowell Yavapai Nation
Office of General Counsel
PO Box 17779
Fountain Hills, AZ 85269

b. The Parties may change the addressee or address to which communications or copies are to be sent by giving notice of such change of addressee.

[signatures on the following pages]

9. SIGNATURES:

IN WITNESS WHEREOF, this MOU was executed by the Parties on the date first hereinabove written.

SALT RIVER VALLEY WATER USERS' ASSOCIATION

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land & Water Rights

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land & Water Rights

FORT MCDOWELL YAVAPAI NATION

By: Bernadine Burnette

Name: Bernadine Burnette

Title: President

APPROVED AS TO FORM

By: Diandra D. Benally

Name: Diandra D. Benally

Title: General Counsel

AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM MODIFICATION ALTERNATIVES AMONG COST-SHARE PARTNERS AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT D

ANNUAL CONTRIBUTION LEVELS*

Party	Annual Contribution to Nonfederal Cost-Share 2022	Annual Contribution to Nonfederal Cost-Share 2023	Annual Contribution to Nonfederal Cost-Share 2024	Annual Contribution to Nonfederal Cost-Share 2025
Arizona Water Company				
Water Utility Community Facilities District (Apache Junction Water District)				
City of Avondale				
City of Buckeye				
Buckeye Water Conservation and Drainage District**				
Central Arizona Groundwater Replenishment District				
City of Chandler				
City of El Mirage				
EPCOR USA, Inc.				
Fort McDowell Yavapai Nation**				
Town of Gilbert				
City of Glendale				
City of Goodyear				
City of Mesa				
City of Peoria				
City of Phoenix				
Town of Queen Creek				
Roosevelt Water Conservation District				
City of Scottsdale				
SRP				
City of Surprise				
City of Tempe				

* The Annual Contribution Level as defined in this Agreement includes the option for a Party to elect to budget and appropriate the full amount of $400,000 to participate in this Agreement as a Voting Member at the time of the Effective Date of the Agreement for that Party. Payment will be made pursuant to Section 12 of this Agreement.

** These Parties are Voting Members of the Steering Committee irrespective of their Annual Contribution Levels.

AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM MODIFICATION ALTERNATIVES AMONG COST-SHARE PARTNERS AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT E
POTENTIAL CRITERIA FOR ASSESSING NEED FOR WATER

The parties ("Parties") to the Agreement to Share Costs Associated with the Feasibility Study of Bartlett Dam Modification Alternatives Among Cost-Share Partners and Salt River Project Agricultural Improvement and Power District ("Agreement") will work together to develop criteria for evaluating the need of interested parties in gaining access to new conservation storage capacity and associated water supplies made possible by construction of a modified Bartlett Dam. The steering committee established by the Agreement ("Steering Committee") will develop the evaluation criteria that will be used to determine a beneficiary's extent and urgency of need. The following provides examples of the type of information and criteria that the Steering Committee may consider when developing the criteria.

The Steering Committee may consider criteria similar to the following to evaluate if a beneficiary should be recommended for gaining access to water supplies provided by any new conservation storage space added on the Verde River as a result of potential modifications to Bartlett Dam:

- Whether a reduction in non-renewable groundwater use would result from access to the supplies
- Whether access to the supplies would result in increase in the physical availability of water in areas without current access to renewable water supplies
- Whether a beneficiary interested in gaining access to supplies is able to demonstrate or outline a plan (with reasonable investment, agreement, or exchange) to directly use, store and recover, or replenish groundwater with the supplies in a manner consistent with water management goals of the AMA in which the beneficiary operates and existing law
- Whether access to water supplies made possible aids in meeting demands of existing water providers on an identified time horizon to-be determined by the Steering Committee
- Whether access to water supplies aids in mitigating effects of shortages from other supplies in causing service disruptions to existing customers
- Whether access to water supplies would help resolve an immediate, short term or long-term need.

Information that may be Considered to Evaluate Participant's Need:

- Applicable ADWR approved Designations of Assured Water Supply, ADWR approved groundwater modeling in support of a Physical Availability Determination, and ADWR approved Certificates of Assured Water Supply
- Annual Water Withdrawal and Use Reports
- Community Water System Annual Reports
- System Water Plans/Water, Wastewater, Water Resource Master Plans modeled and completed by each MOU Partner within identified time horizon during the feasibility study process to-be determined by Steering Committee
- Other data and information as identified by the Steering Committee

AGREEMENT TO SHARE COSTS FOR THE FEASIBILITY STUDY OF BARTLETT DAM MODIFICATION ALTERNATIVES AMONG COST-SHARE PARTNERS AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT F

CONTACT LIST

Party	Contact
Arizona Water Company	Arizona Water Company c/o President 3805 N. Black Canyon Highway Phoenix, AZ 85015 **Copy to:** Terri Sue Rossi, Water Resources Manager Arizona Water Company 3805 N. Black Canyon Highway Phoenix, AZ 85015
Water Utility Community Facilities District (Apache Junction Water District)	Water Utility Community Facilities District (dba Apache Junction Water District c/o Michael Loggins 300 E. Superstition Blvd. Apache Junction, AZ 85119 **Copy to:** Bryant Powell 300 E. Superstition Blvd. Apache Junction, AZ 85119
City of Avondale	

Party	Contact
City of Buckeye	Alisha Solano, Water Resources Director 21749 W. Yuma Road, Suite 107 Buckeye, AZ 85326 **Copy to:** Sheila B. Schmidt, City Attorney Gust Rosenfeld 1 East Washington, Suite 1600 Phoenix, AZ 85004 sschmidt@gustlaw.com
Buckeye Water Conservation and Drainage District	
Central Arizona Groundwater Replenishment District	Theodore C. Cooke, General Manager Central Arizona Water Conservation District P.O. Box 43020 Phoenix, AZ 85080-3020 **Copy to:** Chris Brooks, Senior Analyst Laura Grignano, Manager Central Arizona Groundwater Replenishment District P.O. Box 43020 Phoenix, AZ 85080-3020

Party	Contact
City of Chandler	John Knudson, Director, Public Works & Utilities City of Chandler P.O. Box 4008, MS 403 Chandler, AZ 85244-4008 **Copy to:** Kelly Schwab, City Attorney City of Chandler P.O. Box 4008, MS 602 Chandler, AZ 85244-4008
City of El Mirage	
EPCOR USA, Inc.	EPCOR USA, Inc c/o Joe Gysel President 2355 W. Pinnacle Peak Road, Suite 300 Phoenix, AZ 85027 **Copy to**: EPCOR USA, Inc c/o General Counsel 2355 W. Pinnacle Peak Road, Suite 300 Phoenix, AZ 85027
Ff. McDowell Yavapai Nation	
Town of Gilbert	Town of Gilbert c/o Town Manager 50 E. Civic Center Drive Gilbert, AZ 85296

Party	Contact
	Copy to: Town of Gilbert Lauren Hixson 50 E. Civic Center Drive Gilbert, AZ 85296
City of Goodyear	
City of Glendale	City of Glendale c/o City Clerk-Julie K. Bower 5850 W. Glendale Ave. Glendale, AZ 85301 **Copy to:** City of Glendale Drew Swieczkowski 7070 W. Northern Ave. Glendale, AZ 85303
City of Mesa	City of Mesa c/o City Manager's Office P.O. Box 1466 Mesa, Arizona 85211-1466 **Copy to:** Brian Draper Water Resources Advisor City of Mesa P.O. Box 1466 Mesa, Arizona 85211-1466
City of Peoria	City of Peoria c/o City Attorney's Office P.O. Box 4038 Peoria, AZ 85380-4038

Party	Contact
	Copy to: City of Peoria c/o Water Services Director 8401 W Monroe St Peoria, AZ 85345-6560
City of Phoenix	City of Phoenix Water Services Department 200 West Washington, 9th Floor Phoenix, AZ 85003 Attn: Water Services Director Copy to: City of Phoenix Law Department 200 West Washington, 13th Floor Phoenix, AZ 85003 Attn: City Attorney
Town of Queen Creek	John Kross Paul Gardner 22358 S. Ellsworth Road Queen Creek, AZ 85142 **Copy to:** _____ _____ _____ _____
Roosevelt Water Conservation District	

Party	Contact
Salt River Project Agricultural Improvement and Power District	Salt River Project c/o Corporate Secretary P.O. Box 52025 Phoenix, AZ 85072-2205 **Copy to:** Ronald J. Klawitter Water System Projects Principal Salt River Project P.O. Box 52025 Phoenix, AZ 85072-2205
City of Scottsdale	City of Scottsdale – Scottsdale Water c/o Executive Director 9312 N. 94th Street Scottsdale, AZ 85258 **Copy to:** City of Scottsdale – City Attorney 3939 N. Drinkwater Blvd. Scottsdale, AZ 85251
City of Surprise	
City of Tempe	

ITEM #: 7.
DATE: 01/10/2022
AI #:633

CITY COUNCIL ACTION REPORT

SUBJECT: GOODYEAR NORTH SUBDIVISION STREET LIGHTING

STAFF PRESENTER(S): Mario Saldamando, Senior Project Manager

OTHER PRESENTER(S):

Christina Panaitescu, Grants & Neighborhood Services Supervisor

SUMMARY

Approval of a expenditures up to $1,300,923 for the purchase and installation of LED streetlights in Goodyear's North subdivision. (Mario Saldamando, Senior Project Manager)

Recommendation

Approve expenditure of funds up to $1,300,923 for the purchase and installation of LED streetlights in Goodyear's North subdivision (CIP Project #42024). (Mario Saldamando, Senior Project Manager)

FISCAL IMPACT

The Total Project Budget for CIP project 42024 - North Subdivision Streetlights is $1,343,300. Expenses to date total $32,378 with an outstanding encumbrance of $10,000. This action authorizes the expenditure of all remaining uncommitted project funds. Funding includes CDBG grant funds of $303,200 and $343,300 with the remaining $696,8000 from the General Fund. This action will authorize the expenditure of all remaining project funds.

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 FY2022 through FY2026. The existing CDBG Northern Subdivision streetlight project is planned within the FY2022 CIP.

STAFF ANALYSIS

The approved FY2022 CIP includes design and construction of LED streetlights in the Northern Subdivision. Design has been completed for this project, a solicitation for construction was advertised in October and the city received one bid for construction from Martell Electric.

The project includes installing approximately 84 new LED streetlights poles and installing pathway lighting along a walkway between Calle Adobe Lane and Calle Chulo Road.

Construction is scheduled to begin in February and be completed by June 30, 2022. The contractor and staff have developed a neighborhood outreach program to notify homeowners of the work scheduled and provide regular updates on construction activities.

Attachments

Council Action Report

Project Area Map

AGENDA ITEM #: _____

DATE: January 10, 2022

CAR #: 633

CITY COUNCIL ACTION REPORT

SUBJECT: Goodyear North Subdivision Street Lighting

STAFF PRESENTER(S): Christina Panaitescu, Grants & Neighborhood Services Supervisor
Mario Saldamando, Senior Project Manager

OTHER PRESENTER(S):

Summary: Approval of an expenditure up to $1,300,923 for the purchase and installation of LED streetlights in Goodyear's North subdivision.

Recommendation: Approve expenditure of funds up to $1,300,923 for the purchase and installation of LED streetlights in Goodyear's North subdivision (CIP Project #42024).

Fiscal Impact:

The Total Project Budget for CIP project 42024 - North Subdivision Streetlights is $1,343,000. Expenses to date total $32,378 with an outstanding encumbrance of $10,000. This action authorizes the expenditure of all remaining uncommitted project funds.

Funding includes CDBG grant funds of $303,200 and $343,300 with the remaining $664,400 from the General Fund.

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 FY2022 through FY2026. The existing CDBG Northern Subdivision streetlight project is planned within the FY2022 CIP.

Staff Analysis

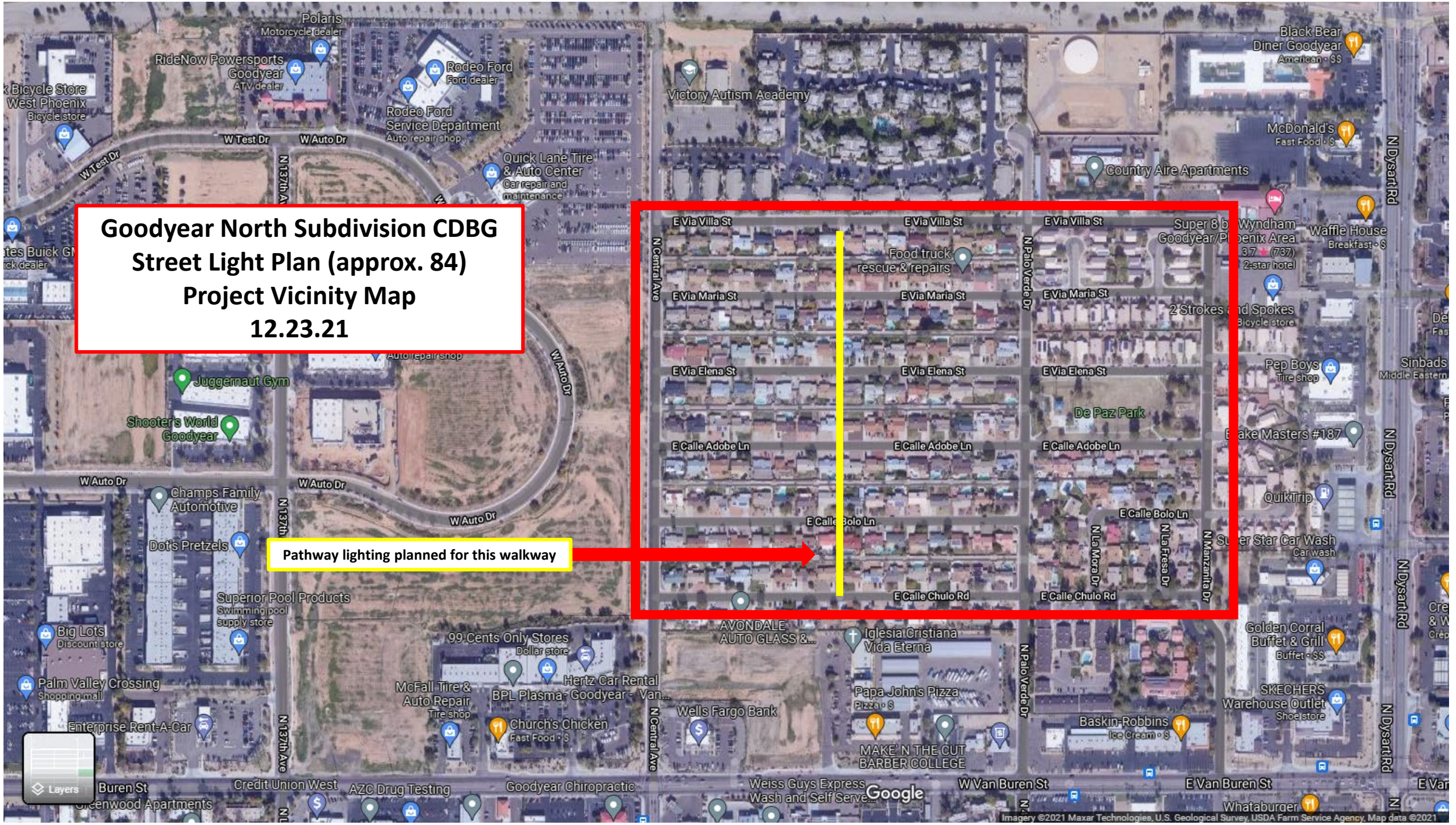
The approved FY2022 CIP includes design and construction of LED streetlights in the Northern Subdivision. Design has been completed for this project, a solicitation for construction was advertised in October and the city received one bid for construction from Martell Electric.

The project includes removing approximately 40 streetlights, installing approximately 84 new street lights poles and LED luminaires, installing pathway lighting along a walkway between Calle Adobe Lane and Calle Chulo Road.

Construction is scheduled to begin in February and be completed by June 30, 2022. The contractor and staff have developed a neighborhood outreach program to notify homeowners of the work scheduled and provide regular updates on construction activities.

Attachments

1. Exhibit: project area map


Goodyear North Subdivision CDBG
Street Light Plan (approx. 84)
Project Vicinity Map
12.23.21
Pathway lighting planned for this walkway
E Via Villa St
E Via Maria St
E Via Elena St
E Calle Adobe Ln
E Calle Bolo Ln
E Calle Chulo Rd
N Central Ave
N Palo Verde Dr
N La Mora Dr
N La Fresa Dr
N Manzanita Dr
Food truck rescue & repairs
De Paz Park
AVONDALE AUTO GLASS &...
Iglesia Cristiana Vida Eterna
Polaris
Motorcycle dealer
RideNow Powersports Goodyear
ATV dealer
Rodeo Ford
Ford dealer
Rodeo Ford Service Department
Auto repair shop
Victory Autism Academy
Quick Lane Tire & Auto Center
Car repair and maintenance
Black Bear Diner Goodyear
American · $$
McDonald's
Fast Food · $
Country Aire Apartments
Waffle House
Breakfast · $
Juggernaut Gym
Shooter's World Goodyear
Champs Family Automotive
Dot's Pretzels
Superior Pool Products
Swimming pool supply store
Big Lots
Discount store
Palm Valley Crossing
Shopping mall
Enterprise Rent-A-Car
99 Cents Only Stores
Dollar store
Hertz Car Rental
BPL Plasma - Goodyear - Van...
McFall Tire & Auto Repair
Tire shop
Church's Chicken
Fast Food · $
Wells Fargo Bank
Papa John's Pizza
Pizza · $
MAKE 'N THE CUT BARBER COLLEGE
Baskin-Robbins
Ice Cream · $
Golden Corral Buffet & Grill
Buffet · $$
SKECHERS Warehouse Outlet
Shoe store
Pep Boys
Tire shop
QuikTrip
Star Car Wash
Car wash
Sinbads
Middle Eastern
W Test Dr
W Auto Dr
N 137th Ave
N Dysart Rd
W Van Buren St
E Van Buren St
Credit Union West
AZC Drug Testing
Goodyear Chiropractic
Weiss Guys Express Wash and Self Serve...
Whataburger
Layers
Google
Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021

ITEM #: 8.
DATE: 01/10/2022
AI #:610

CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZE THE ABANDONMENT OF PORTIONS OF LOWER BUCKEYE ROAD FOR FINAL PLAT OF AVION AT BALLPARK VILLAGE-PHASE 1A

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

SUMMARY

Abandonment of portions of Lower Buckeye Road adjacent to the Avion at Ballpark Village-Phase 1A development located at the southwest corner of Lower Buckeye Road and Estrella Parkway.

Recommendation

ADOPT RESOLUTION NO. 2022-2200 CONDITIONALLY VACATING A PORTION OF A STREET KNOWN AS LOWER BUCKEYE ROAD ALONG THE NORTHERN BOUNDARY OF THE PROPERTY WITHIN THE FINAL PLAT OF AVION AT BALLPARK VILLAGE PHASE 1A; EXTINGUISHING CITY'S EASEMENT INTEREST PORTION OF LOWER BUCKEYE ROAD BEING VACATED; AND PROVIDING: EFFECTIVE DATE FOR VACATING STREET AND EXTINGUISHMENT OF EASEMENT, DIRECTION, AND EFFECTIVE DATE OF RESOLUTION. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no fiscal impact to the City in the fiscal year 2022 or future years related to the abandonment of the portions of roadway.

BACKGROUND AND PREVIOUS ACTIONS

Avion at Ballpark Village is an approximate 154-acre planned area development located at the southwest corner of Lower Buckeye Road and Estrella Parkway (the "Avion Property"). On October 26, 2020, the City Council adopted Ordinance No. 2020-1480 conditionally rezoning approximately 154 acres to the PAD zoning district with the adoption of the Avion at Ballpark Village Planned Area Development, and on March 22, 2021, Council approved a Preliminary Plat for Avion at Ballpark Village subject to stipulations. Currently, the Avion Property is split into five (5) parcels owned by different entities and two final plats are being presented tonight as separate council items subdividing portions of the Avion Property, the Avion at Ballpark Village-Phase 1A Final Plat and the Avion at Ballpark Village-Phase IB Final Plat ("Final Plats").

STAFF ANALYSIS

The current right-of-way for the south half of Lower Buckeye Road, along the north boundary of the portion of the Avion Property included within the Avion Phase 1A Final Plat being presented by separate item is 40 feet. Given the layout of the portion of the Avion Property included within the Avion Phase 1A Final Plat, the city only requires 30 feet of right-of-way for this portion of Lower Buckeye Road. Because the city only requires 30 feet of right-of-way for the south-half of Lower Buckeye Road along the frontage of the Avion Property located within the Avion at Ballpark Village-Phase IA Final Plat, the city has been asked to abandon the excess 10-feet of right-of-way located adjacent to the northern boundary of the property included within the Avion Phase 1A Final Plat.

Staff's support of the abandonment is contingent upon the subsequent approval and recordation of the Avion at Ballpark Village-Phase IA Final Plat. Under the terms of the Resolution 2022-2200, the abandonment will not be effective until the resolution is recorded and the recordation of the resolution cannot occur until council approves the Avion at Ballpark Village-Phase IA Final Plat being presented during this meeting as a separate council action, all actions required for the recordation of the Avion at Ballpark Village-Phase IA Final Plat have been satisfied and staff has received a fully executed final plat with direction to record the final plat. The Avion at Ballpark Village-Phase IA Final Plat is to be recorded immediately after the recordation of Resolution 2022-2200.

Staff recommends the adoption of Resolution 2022-2200 providing for the abandonment of the right-of-way described in Resolution 2022-2200 and the extinguishment of the city's easement interests in such right-of-way subject to the terms in such resolution.

Attachments

Resolution w/ Ex. A-Legal Description

RESOLUTION NO. 2022-2200

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY VACATING A PORTION OF A STREET KNOWN AS LOWER BUCKEYE ROAD ALONG THE NORTHERN BOUNDARY OF THE PROPERTY WITHIN THE FINAL PLAT OF AVION AT BALLPARK VILLAGE PHASE 1A; EXTINGUISHING CITY'S EASEMENT INTEREST PORTION OF LOWER BUCKEYE ROAD BEING VACATED; AND PROVIDING: EFFECTIVE DATE FOR VACATING STREET AND EXTINGUISHMENT OF EASEMENT, DIRECTION, AND EFFECTIVE DATE OF RESOLUTION.

WHEREAS, in September 1927, Maricopa County recorded a Road Map at Book 3, Page 16 in the Maricopa County Records, which depicts a 66-foot roadway for what is now known as Lower Buckeye Road. A 33-foot portion of the roadway lies on the north side of Section 19, Township 1 North, Range 1 West: and

WHEREAS, in February 1966, Maricopa County acquired an Easement for Highway Purposes, recorded on February 9, 1966 as Docket 5916, Page 592 of the Maricopa County Records. This easement is for a 7-foot area which lies adjacent to the south side of the 33-foot portion of Lower Buckeye Road declared in 1927; and

WHEREAS, in February, of 1987 the city annexed Lower Buckeye Road by Ordinance 1987-0200, Recorded as Document of 1987-0367423 of the Maricopa County Records, wherein all of Maricopa County's interest, in of the portions of Lower Buckeye Road included in the Ordinance 1987-0200, was transferred to the city; and

WHEREAS, on October 26, 2020, the Goodyear City Council adopted Ordinance 2020-1480, re-zoning approximately 153.6 acres to the Final Planned Area Development (PAD) District for the development to be known as Avion at Ballpark Village; and

WHEREAS, Avion at Ballpark Village is bounded by Lower Buckeye Road on the north, Elwood Street on south, Estrella Parkway on the east and Sarival Village on the West; and

WHEREAS, the city is processing a Final Plat of Avion at Ballpark Village-Phase 1A (the "Avion Phase 1A Final Plat"); and

WHEREAS, the Avion Phase 1A Final Plat provides for the development of a portion of Avion Ballpark Village along the south side of Lower Buckeye Road west of Estrella Parkway; and

WHEREAS, the existing right-of-way for the south-half of the portion of Lower Buckeye Road on along the northern boundary of the property within the Avion Phase 1A Final Plat Property is 40 feet, and the city requires only 30 feet of right-of-way for the south-half or this section of Lower Buckeye Road; and

WHEREAS, the city has been asked to declare that the portion of Lower Buckeye Road as described and depicted in Exhibit A (the "Abandonment Area") is not necessary for public use as roadway and to relinquish its interest in the Abandonment Area;

WHEREAS, city staff has concluded that the Abandonment Area is no longer necessary for public uses as roadway; and

WHEREAS, the utility clearances have been provided to the city confirming there are no existing public utilities within the Abandonment Area; and

WHEREAS, city staff has confirmed that the Avion at Ballpark Village – Phase 1A Final Plat, upon recordation, provides adequate access to all lots and tracts within the Avion at Ballpark Village – Phase 1A Final Plat; and

WHEREAS, pursuant to A.R.S. § 28-7202, the Goodyear City Council is vested with the power to dispose of streets owned by the City that are not necessary for public uses as a roadway; and

WHEREAS, pursuant to A.R.S. § 28-7214, the Goodyear City Council is vested with the power to extinguish right-of-way easements when the city does not own title to a roadway but holds right-of-way easements; and

WHEREAS, the Goodyear City Council finds that the portion of the Lower Buckeye Road included within the property legally described and depicted in the attached Exhibit "A" is not necessary for public streets and there are no public utilities needed within this area; and

WHEREAS, the Goodyear City Council finds and determines that the portion of Lower Buckeye Road described and depicted in Exhibit "A" (the "Abandonment Area") is unnecessary for public roadway purposes; and

WHEREAS, pursuant to A.R.S. § 28-7208, giving due consideration of the degree of fragmentation and marketability of the real property interests being relinquished (i.e. easement rights within the Abandonment Area), the City Council, finds that the market value of the city's real property interests in the Abandonment Area is nominal, and that the city will receive consideration and other public benefit commensurate with the value of the city's easement interests in the Abandonment Area in the form of tax revenues gained by the development of Avion at Ballpark Village, the elimination of the city's responsibility for maintaining road improvements within the Abandonment Area, and relief from potential liability for property damages, injury or death that may occur in within the right-of-way being abandoned and the easement being terminated.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. VACATING OF ROADWAY

Subject to the terms and conditions set forth below, the Mayor and Council of the City of Goodyear find and determine that the portion of Lower Buckeye Road described and depicted in Exhibit "A" attached hereto and incorporated herein by reference is unnecessary for public roadway purposes and is hereby vacated pursuant to A.R.S. § 28-7205.

SECTION 2. EXTINGUISHMENT AND TERMINATION

Pursuant to A.R.S. § 28-7214, and subject to the terms and conditions set forth below, the City of Goodyear hereby extinguishes and terminates any interest it has in any right-of-way/road easements created by the recordation of Road Map at Book 3, Page 16 recorded on September 13, 1927, in the Maricopa County

Records and the Easement for Highway Purposes, recorded on February 9, 1966 as Docket 5916, Page 592 of the Maricopa County Records solely with respect to the property legally described and depicted in Exhibit A attached hereto and incorporated herein by this reference.

SECTION 3. EFFECTIVE DATE FOR VACATING ROADWAY AND EXTINGUISHING EASEMENTS

The vacating of the portion of Lower Buckeye Road described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference described in Section 1 above and the extinguishment and termination of the City's interest in any right-of-way/road easements within the portion of Lower Buckeye Road described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference described in Section 2 above shall become effective upon the recordation of this Resolution 2022-2200 and its exhibits with the office of the County Recorder for Maricopa County, Arizona.

SECTION 4. RECORDATION OF RESOLUTION

This Resolution 2022-2200 shall not be recorded until all of the following have occurred: (i) all of the conditions necessary for the recordation of the Final Plat of Avion at Ballpark Village-Phase 1A approved this 10th day of January, 2022 have been satisfied; and (ii) the City Engineer or his/her designee is prepared and has received direction to record the Final Plat of Avion at Ballpark Village-Phase 1A. The City Clerk shall record this Resolution 2022-2200 with the office of the County Recorder for Maricopa County, Arizona after being notified by the City Engineer or his designee that all of the conditions necessary for the recordation of this Resolution 2022-2200 have been satisfied; and immediately following the recordation of this Resolution 2022-2200, the City shall record the Final Plat for Avion at Ballpark Village – Phase 1A referred to herein.

SECTION 5. EXPIRATION OF APPROVAL

If this Resolution is not recorded within one year of the date this Resolution is passed and adopted by the Goodyear City Council, then this Resolution shall not be recorded and the vacating of the portion of Lower Buckeye Road described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Abandonment Area") and the termination and extinguishment of the City's easement rights within the Abandonment Area created by the recordation of Road Map at Book 3, Page 16 recorded on September 13, 1927 in the Maricopa County Records and the Easement for Highway Purposes, recorded on February 9, 1966 as Docket 5916, Page 592 as provided in Sections 1 and 2 above shall not become effective.

SECTION 6 EFFECTIVE DATE OF RESOLUTION

This Resolution shall become effective upon its adoption by the Mayor and Council of the city of Goodyear, Maricopa County.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

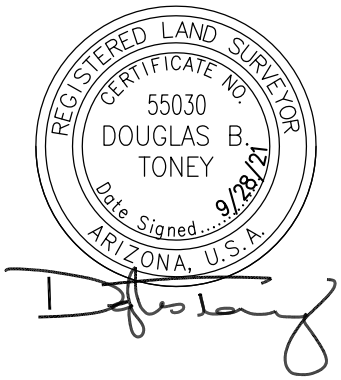
_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT 'A'

September 28, 2021
Project # 090568-01-001



LEGAL DESCRIPTION
ROW ABANDONMENT
PHASE 1A

PARCEL NO. 1

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY AN ALUMINUM CAP, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 89°57’14” EAST (BASIS OF BEARINGS), A DISTANCE OF 2598.60 FEET;

THENCE NORTH 89°57’14” EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1082.72 FEET TO A POINT;

THENCE SOUTH 00°02’46” EAST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID NORTHEAST QUARTER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°57’14” EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 886.07 FEET;

THENCE SOUTH 45°01’23” EAST, A DISTANCE OF 14.14 FEET TO THE SOUTH LINE OF THE NORTH 40 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°57’14” WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 906.07 FEET;

THENCE NORTH 44°58’37” EAST, A DISTANCE OF 14.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 8,961 SQ.FT. OR 0.2057 ACRES, MORE OR LESS.

PARCEL NO. 2

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY AN ALUMINUM CAP, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 89°57'14" EAST (BASIS OF BEARINGS), A DISTANCE OF 2598.60 FEET;

THENCE NORTH 89°57'14" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2088.79 FEET TO A POINT;

THENCE SOUTH 00°02'46" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID NORTHEAST QUARTER, SAID POINT BEING THE **POINT OF BEGINNING**;

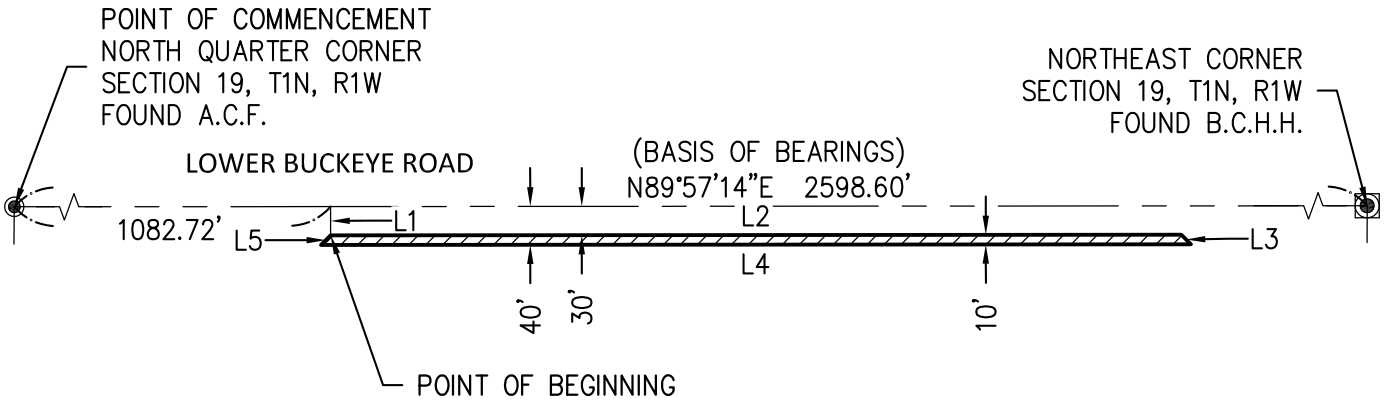
THENCE NORTH 89°57'14" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 379.73 FEET;

THENCE SOUTH 44°57'51" EAST, A DISTANCE OF 14.12 FEET TO THE SOUTH LINE OF THE NORTH 40 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°57'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 399.71 FEET;

THENCE NORTH 44°58'37" EAST, A DISTANCE OF 14.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,897 SQ.FT. OR 0.0895 ACRES, MORE OR LESS.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.00'	S00°02'46"E
L2	886.07'	N89°57'14"E
L3	14.14'	S45°01'23"E
L4	906.07'	S89°57'14"W
L5	14.15'	N44°58'37"E

N

N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 9/28/21
ARIZONA, U.S.A.

SHEET 1 OF 1

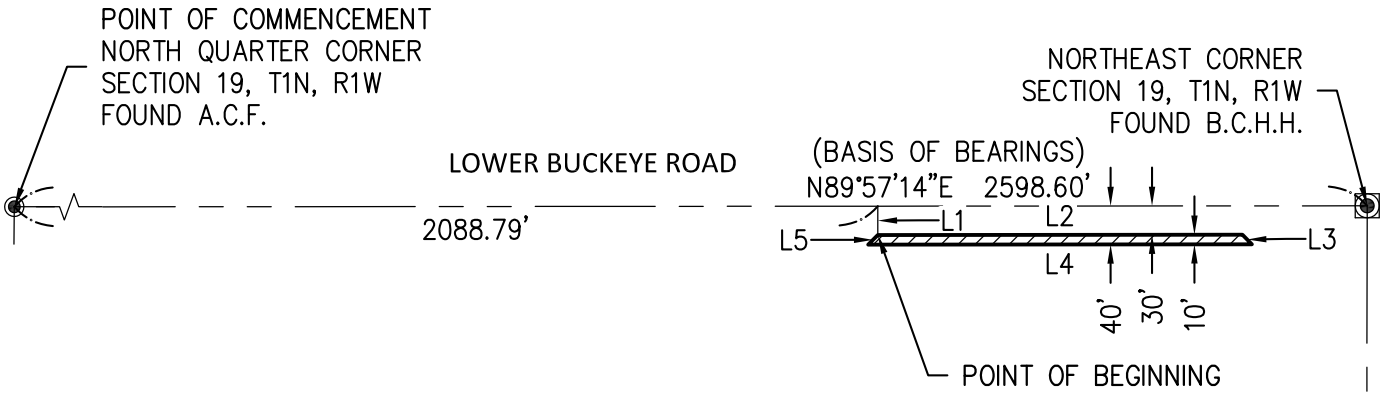
DATE: 9/28/21

ROW ABANDONMENT
PHASE 1A - PARCEL NO. 1

BY: DT	CHK:	QC:	

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.00'	S00°02'46"E
L2	379.73'	N89°57'14"E
L3	14.12'	S44°57'51"E
L4	399.71'	S89°57'14"W
L5	14.15'	N44°58'37"E

N

N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 9/28/21
ARIZONA, U.S.A.

SHEET 1 OF 1

DATE: 9/28/21

ROW ABANDONMENT
PHASE 1A - PARCEL NO. 2

BY: DT	CHK:	QC:	

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

Name: Phase 1A Abandonment - Parcel No. 1

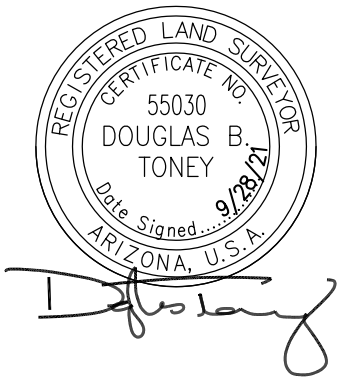
North: 880987.275' East: 553381.873'

Segment #1 : Line

Course: N89°57'14"E Length: 886.07'
North: 880987.988' East: 554267.943'

Segment #2 : Line

Course: S45°01'23"E Length: 14.14'
North: 880977.994' East: 554277.945'



Segment #3 : Line

Course: S89°57'14"W Length: 906.07'
North: 880977.265' East: 553371.876'

Segment #4 : Line

Course: N44°58'37"E Length: 14.15'
North: 880987.274' East: 553381.877'

Perimeter: 1820.42' Area: 8961 Sq. Ft.
Error Closure: 0.004 Course: S76°28'14"E
Error North: -0.0010 East: 0.0041

Precision 1: 455107.50

Name: Phase 1A Abandonment - Parcel No. 2

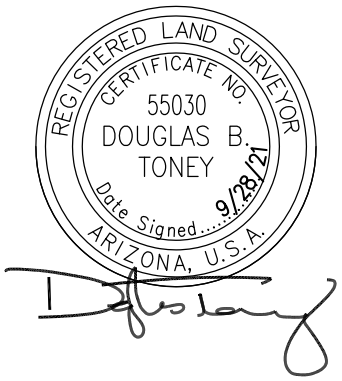
North: 880988.085' East: 554387.943'

Segment #1 : Line

Course: N89°57'14"E Length: 379.73'
North: 880988.390' East: 554767.673'

Segment #2 : Line

Course: S44°57'51"E Length: 14.12'
North: 880978.400' East: 554777.651'



Segment #3 : Line

Course: S89°57'14"W Length: 399.71'
North: 880978.078' East: 554377.941'

Segment #4 : Line

Course: N44°58'37"E Length: 14.15'
North: 880988.088' East: 554387.942'

Perimeter: 807.70' Area: 3897 Sq. Ft.
Error Closure: 0.003 Course: N08°04'02"W
Error North: 0.0029 East: -0.0004

Precision 1: 269236.67

ITEM #: 9.
DATE: 01/10/2022
AI #:618

CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZE THE ABANDONMENT OF PORTIONS OF LOWER BUCKEYE ROAD FOR FINAL PLAT OF AVION AT BALLPARK VILLAGE-PHASE 1B

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

SUMMARY

Abandonment of portions of Lower Buckeye Road adjacent to the Avion at Ballpark Village-Phase 1B development located at the southwest corner of Lower Buckeye Road and Estrella Parkway.

Recommendation

ADOPT RESOLUTION NO. 2022-2201 CONDITIONALLY VACATING A PORTION OF A STREET KNOWN AS LOWER BUCKEYE ROAD ALONG THE NORTHERN BOUNDARY OF THE PROPERTY WITHIN THE FINAL PLAT OF AVION AT BALLPARK VILLAGE PHASE 1B; EXTINGUISHING CITY'S EASEMENT INTEREST PORTION OF LOWER BUCKEYE ROAD BEING VACATED; AND PROVIDING: EFFECTIVE DATE FOR VACATING STREET AND EXTINGUISHMENT OF EASEMENT, DIRECTION, AND EFFECTIVE DATE OF RESOLUTION . (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no fiscal impact to the City in the fiscal year 2022 or future years related to the abandonment of the portions of roadway.

BACKGROUND AND PREVIOUS ACTIONS

Avion at Ballpark Village is an approximate 154-acre planned area development located at the southwest corner of Lower Buckeye Road and Estrella Parkway (the "Avion Property"). On October 26, 2020, the City Council adopted Ordinance No. 2020-1480 conditionally rezoning approximately 154 acres to the PAD zoning district with the adoption of the Avion at Ballpark Village Planned Area Development, and on March 22, 2021, Council approved a Preliminary Plat for Avion at Ballpark Village subject to stipulations. Currently, the Avion Property is split into five (5) parcels owned by different entities and two final plats are being presented tonight as separate council items subdividing portions of the Avion Property, the Avion at Ballpark Village-Phase 1A Final Plat and the Avion at Ballpark Village-Phase IB Final Plat ("Final Plats").

STAFF ANALYSIS

The current right-of-way for the section of Lower Buckeye Road located along the north boundary of the portion of the Avion Property runs from Estrella Parkway west to the eastern boundary of Sarival Village where the road dead-ends. The planned development for the portion of the Avion at Ballpark Village property within the Avion Phase 1B Final Plat, provides for a single-entry point into the property off of Lower Buckeye Road located near the eastern boundary of the property within the Avion Phase 1B Final Plat. The property owner has asked that the city to abandon the right-of-way and extinguish its interest in the section of Lower Buckeye Road generally located west of South 157th Avenue. Given the design of the portion of the Avion Property included within the Avion Phase 1B Final Plat and the fact that Lower Buckeye Road dead-ends at the eastern boundary of Sarival Village, staff has determined that this section of Lower Buckeye Road is no longer necessary for public use as a road and supports the abandonment and extinguishment of the city's interest in the right-of-way described in Resolution 2022-2201.

Staff's support of the abandonment is contingent upon the subsequent approval and recordation of the Avion at Ballpark Village-Phase IB Final Plat. Under the terms of the Resolution 2022-2201, the abandonment will not be effective until the resolution is recorded and the recordation of the resolution cannot occur until council approves the Avion at Ballpark Village-Phase IB Final Plat being presented during this meeting as a separate council action, all actions required for the recordation of the Avion at Ballpark Village-Phase IB Final Plat have been satisfied and staff has received a fully executed final plat with direction to record the final plat. The Avion at Ballpark Village-Phase IB Final Plat is to be recorded immediately after the recordation of Resolution 2022-2201.

Staff recommends the adoption of Resolution 2022-2201 providing for the abandonment of the right-of-way described in Resolution 2022-2201 and the extinguishment of the city's easement interest in such right-of-way subject to the terms in such resolution.

Attachments

Resolution w/ Ex. A-Legal Description

RESOLUTION NO. 2022-2201

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY VACATING A PORTION OF A STREET KNOWN AS LOWER BUCKEYE ROAD ALONG THE NORTHERN BOUNDARY OF THE PROPERTY WITHIN THE FINAL PLAT OF AVION AT BALLPARK VILLAGE PHASE 1B; EXTINGUISHING CITY'S EASEMENT INTEREST PORTION OF LOWER BUCKEYE ROAD BEING VACATED; AND PROVIDING: EFFECTIVE DATE FOR VACATING STREET AND EXTINGUISHMENT OF EASEMENT, DIRECTION, AND EFFECTIVE DATE OF RESOLUTION.

WHEREAS, in September 1927, Maricopa County recorded a Road Map at Book 3, Page 16 in the Maricopa County Records, which depicts a 66-foot roadway for what is now known as Lower Buckeye Road. A 33-foot portion of the roadway lies on the north side of Section 19, Township 1 North, Range 1 West: and

WHEREAS, in February 1966, Maricopa County acquired an Easement for Highway Purposes, recorded on February 9, 1966 as Docket 5916, Page 592 of the Maricopa County Records. This easement is for a 7-foot area which lies adjacent to the south side of the 33-foot portion of Lower Buckeye Road declared in 1927; and

WHEREAS, in February of 1987 the city annexed Lower Buckeye Road by Ordinance 1987-0200, Recorded as Document of 1987-0367423 of the Maricopa County Records, wherein all of Maricopa County's interest in of the portions of Lower Buckeye Road included in the Ordinance 1987-0200 was transferred to the city; and

WHEREAS, on October 26, 2020, the Goodyear City Council adopted Ordinance 2020-1480, re-zoning approximately 153.6 acres to the Final Planned Area Development (PAD) District for the development to be known as Avion at Ballpark Village; and

WHEREAS, Avion at Ballpark Village is bounded by Lower Buckeye Road on the north, Elwood Street on the south, Estrella Parkway on the east and Sarival Village on the west; and

WHEREAS, the existing section of Lower Buckeye Road along the northern boundary of Avion at Ballpark Village property dead ends at Sarival Village; and

WHEREAS, there will be no road connections between Avion at Ballpark Village and Sarival Village; and

WHEREAS, the city is processing a Final Plat of Avion at Ballpark Village-Phase 1A (the "Avion Phase 1A Final Plat") and a Final Plat of Avion at Ballpark Village – Phase 1B (the "Avion Phase 1B Final Plat"); and

WHEREAS, the planned development for the portion of the Avion at Ballpark Village property within the Avion Phase 1B Final Plat, that is located on the south side of Lower Buckeye Road contemplates a single-entry point into the property off of Lower Buckeye Road located near the eastern boundary of the property within the Avion Phase 1B Final Plat; and

WHEREAS, the city has been asked to declare the portion of Lower Buckeye Road as described and depicted in Exhibit A (the "Abandonment Area") as not being necessary for public use as roadway and to relinquish its interest in the Abandonment Area;

WHEREAS, city staff has concluded that the Abandonment Area is no longer necessary for public use as roadway because Lower Buckeye Road terminates at the western boundary of Avion at Ballpark Village and because it is not needed to provide access into the property included within the Final Plat of Avion at Ballpark Village – Phase 1B; and

WHEREAS, the utility clearances have been provided to the city confirming there are no existing public utilities within the Abandonment Area; and

WHEREAS, city staff has confirmed that the Avion at Ballpark Village – Phase 1B Final Plat, upon recordation, provides adequate access to all lots and tracts within the Avion at Ballpark Village – Phase 1B Final Plat; and

WHEREAS, pursuant to A.R.S. § 28-7202, the Goodyear City Council is vested with the power to dispose of streets owned by the City that are not necessary for public use as a roadway; and

WHEREAS, pursuant to A.R.S. § 28-7214, the Goodyear City Council is vested with the power to extinguish right-of-way easements when the city does not own title to a roadway but holds right-of-way easements; and

WHEREAS, the Goodyear City Council finds that the portion of the Lower Buckeye Road included within the property legally described and depicted in the attached Exhibit "A" is not necessary for public streets and there are no public utilities needed within this area; and

WHEREAS, the Goodyear City Council finds and determines that the portion of Lower Buckeye Road described and depicted in Exhibit "A" (the "Abandonment Area") is unnecessary for public roadway purposes; and

WHEREAS, pursuant to A.R.S. § 28-7208, giving due consideration of the degree of fragmentation and marketability of the real property interests being relinquished (i.e. easement rights within the Abandonment Area), the City Council, finds that the market value of the city's real property interests in the Abandonment Area is nominal, and that the city will receive consideration and other public benefit commensurate with the value of the city's easement interests in the Abandonment Area in the form of tax revenues gained by the development of Avion at Ballpark Village, the elimination of the city's responsibility for maintaining road improvements within the Abandonment Area, and relief from potential liability for property damages, injury or death that may occur in within the right-of-way being abandoned and the easement being terminated.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. VACATING OF ROADWAY

Subject to the terms and conditions set forth below, the Mayor and Council of the City of Goodyear find and determine that the portion of Lower Buckeye Road described and depicted in Exhibit "A" attached hereto and incorporated herein by reference is unnecessary for public roadway purposes and is hereby vacated pursuant to A.R.S. § 28-7205.

SECTION 2. EXTINGUISHMENT AND TERMINATION

Pursuant to A.R.S. § 28-7214, and subject to the terms and conditions set forth below, the City of Goodyear hereby extinguishes and terminates any interest it has in any right-of-way/road easements created by the recordation of Road Map at Book 3, Page 16 recorded on September 13, 1927 in the Maricopa County Records and the Easement for Highway Purposes, recorded on February 9, 1966 as Docket 5916, Page 592 of the Maricopa County Records solely with respect to the property legally described and depicted in Exhibit A attached hereto and incorporated herein by this reference.

SECTION 3. EFFECTIVE DATE FOR VACATING ROADWAY AND EXTINGUISHING EASEMENTS

The vacating of the portion of Lower Buckeye Road described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference described in Section 1 above and the extinguishment and termination of the City's interest in any right-of-way/road easements within the portion of Lower Buckeye Road described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference described in Section 2 above shall become effective upon the recordation of this Resolution 2022-2201 and its exhibits with the office of the County Recorder for Maricopa County, Arizona.

SECTION 4. CONDITIONS FOR RECORDATION OF RESOLUTION

This Resolution 2022-2201 shall not be recorded until all of the following have occurred: (i) all of the conditions necessary for the recordation of the Final Plat of Avion at Ballpark Village-Phase 1B approved this 10th day of January, 2022 have been satisfied; and (ii) the City Engineer or his/her designee is prepared and has received direction to record the Final Plat of Avion at Ballpark Village-Phase 1B. The City Clerk shall record this Resolution 2022-2201 with the office of the County Recorder for Maricopa County, Arizona after being notified by the City Engineer or his designee that all of the conditions necessary for the recordation of this Resolution 2022-2201 have been satisfied; and immediately following the recordation of this Resolution 2022-2201, the City shall record the Final Plat for Avion at Ballpark Village – Phase 1B referred to herein.

SECTION 5. EXPIRATION OF APPROVAL

If this Resolution is not recorded within one year of the date this Resolution is passed and adopted by the Goodyear City Council, then this Resolution shall not be recorded and the vacating of the portion of Lower Buckeye Road described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Abandonment Area") and the termination and extinguishment of the City's easement rights within the Abandonment Area created by the recordation of Road Map at Book 3, Page 16 recorded on September 13,1927 in the Maricopa County Records and the Easement for Highway Purposes, recorded on February 9, 1966 as Docket 5916, Page 592 as provided in Sections 1 and 2 above shall not become effective.

SECTION 6 EFFECTIVE DATE OF RESOLUTION

This Resolution shall become effective upon its adoption by the Mayor and Council of the city of Goodyear, Maricopa County.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

September 28, 2021
Project # 090568-01-001

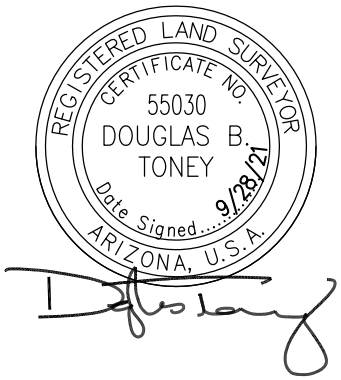


Exhibit A

LEGAL DESCRIPTION
ROW ABANDONMENT
PHASE 1B

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY AN ALUMINUM CAP, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 89°57'14" EAST (BASIS OF BEARINGS), A DISTANCE OF 2598.60 FEET;

THENCE NORTH 89°57'14" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 737.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY AND HAVING A RADIUS POINT THAT BEARS NORTH 66°22'33" EAST, A RADIAL DISTANCE OF 50.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 66°25'19", AN ARC DISTANCE OF 57.96 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF THE NORTH 30 FEET OF SAID NORTHEAST QUARTER;

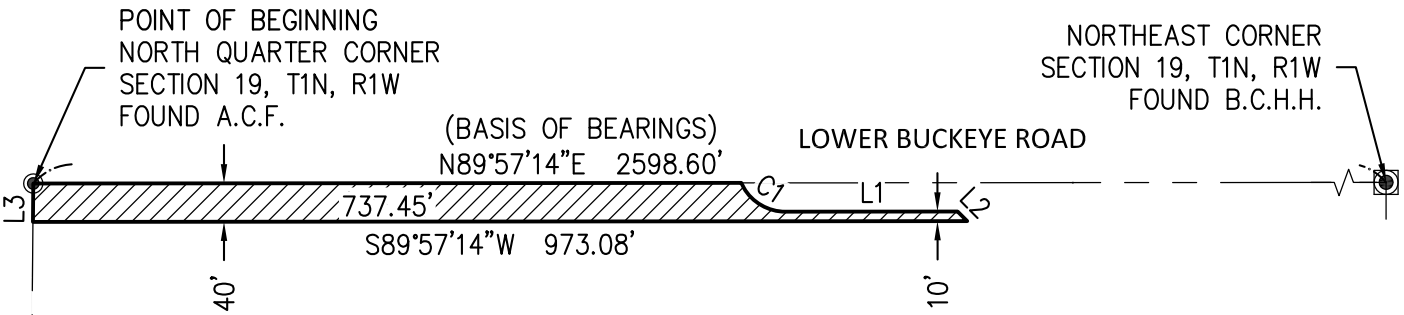
THENCE NORTH 89°57'14" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 179.44 FEET;

THENCE SOUTH 45°01'23" EAST, A DISTANCE OF 14.14 FEET TO THE SOUTH LINE OF THE NORTH 40 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°57'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 973.08 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°29'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 32,192 SQ.FT. OR 0.7390 ACRES, MORE OR LESS.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	179.44'	N89°57'14"E
L2	14.14'	S45°01'23"E
L3	40.00'	N00°29'22"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	57.96'	50.00'	066°25'19"

N

N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 9/28/21
ARIZONA, U.S.A.

SHEET 1 OF 1

DATE: 9/28/21

ROW ABANDONMENT
PHASE 1B

BY: DT | CHK: | QC:

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

Name: Phase 1B Abandonment

North: 881016.404' East: 552299.133'

Segment #1 : Line

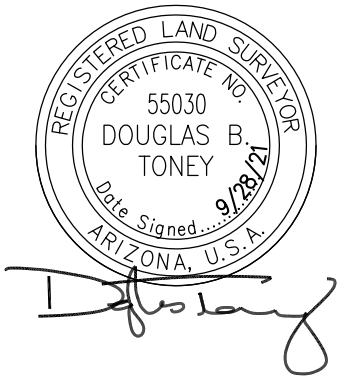
Course: N89°57'14"E Length: 737.45'
North: 881016.997' East: 553036.583'

Segment #2 : Curve

Length: 57.96' Radius: 50.00'
Delta: 066°25'19" Tangent: 32.73'
Chord: 54.77' Course: S56°50'07"E
Course In: N66°22'33"E Course Out: S00°02'46"E
RP North: 881037.034' East: 553082.393'
End North: 880987.034' East: 553082.433'

Segment #3 : Line

Course: N89°57'14"E Length: 179.44'
North: 880987.178' East: 553261.873'



Segment #4 : Line

Course: S45°01'23"E Length: 14.14'
North: 880977.184' East: 553271.876'

Segment #5 : Line

Course: S89°57'14"W Length: 973.08'
North: 880976.401' East: 552298.796'

Segment #6 : Line

Course: N00°29'22"E Length: 40.00'
North: 881016.399' East: 552299.138'

Perimeter: 2002.07' Area: 32192 Sq. Ft.
Error Closure: 0.006 Course: S43°38'03"E
Error North: -0.0044 East: 0.0042

Precision 1: 333678.33

ITEM #: 10.
DATE: 01/10/2022
AI #:616

CITY COUNCIL ACTION REPORT

SUBJECT: ACCEPT THE DEDICATION OF WASTEWATER LINE EASEMENTS FOR THE AVION AT BALLPARK VILLAGE DEVELOPMENT

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

SUMMARY

Dedication of five (5) Wastewater Line and Access Facilities Easements needed for the development of Avion at Ballpark Village, located at the southwest corner of Lower Buckeye Road and Estrella Parkway.

Recommendation

Accept the dedication of the five (5) Wastewater Line and Facilities Access Easements. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no fiscal impact to the city in the fiscal year 2022 or future years related to the acceptance of the easements.

BACKGROUND AND PREVIOUS ACTIONS

Avion at Ballpark Village is an approximate 154 acre planned area development located at the southwest corner of Lower Buckeye Road and Estrella Parkway (the “Avion Property”). On October 26, 2020, the City Council adopted Ordinance No. 2020-1480 conditionally rezoning approximately 154 acres to the PAD zoning district with the adoption of the Avion at Ballpark Village Planned Area Development, and on March 22, 2021, Council approved a Preliminary Plat for Avion at Ballpark Village subject to stipulations. One of the conditions in both Ordinance No. 2020-1480 and the stipulations of approval for the Preliminary Plat required the property owner to dedicate all easements needed for the construction of water and wastewater infrastructure needed to serve the Property.

Currently, the Avion Property is split into five (5) parcels owned by different entities and two final plats are being presented tonight as separate council items subdividing portions of the Avion Property, the Avion at Ballpark Village-Phase IA Final Plat and the Avion at Ballpark Village-Phase IB Final Plat (“Final Plats”). The developer(s) of property within the Final Plats are required to build the wastewater/sewer lines needed to serve the property, including wastewater/sewer lines in the locations set forth in the attached easements.

STAFF ANALYSIS

The requirements for the approval of the Final Plats include the dedication of the five (5) Wastewater Line and Access Facilities Easements. The City has been provided with the signed easements executed by the current owners of the easement areas. The acceptance of these five (5) easements will allow for the construction of the wastewater/sewer lines needed to support the development of the Avion Property.

Attachments

Easement (WWL-2)

Easement (WWL-3A)

Easement (WWL-3B)

Easement (WWL-4A)

Easement (WWL-4B)

When recorded Mail to:
City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-**86**

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

WASTEWATER LINE AND ACCESS FACILITIES EASEMENT
(WWL-2)

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **GY160 LAND SUB 2 LLC, an Arizona limited liability company** ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona Municipal Corporation,** and its successors and assigns, (collectively "GRANTEE") a perpetual Wastewater Line and Access Facilities Easement within, on, across, over, and under the real property described in Exhibit "A" attached hereto and incorporated herein (the "Easement Areas") for the purposes described herein. This Wastewater Line and Access Facilities Easement shall be a permanent easement for use by the GRANTEE and its Permittees for entering upon the Easement Areas and 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 Easement Areas that will support the heaviest service vehicles used by GRANTEE to service the underground wastewater/sewer lines GRANTEE (the "Wastewater Line and Access Facilities") within, on, across, over, and under the Easement Areas.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

Other than the Wastewater Line and Access Facilities GRANTOR shall not construct or allow to be constructed any underground improvements within the Easement Areas except as may be needed for other underground utility lines to cross the Easement Areas and only upon the consent of GRANTEE. GRANTOR shall not locate, erect, construct or permit to be located, erected or constructed, any building, structure or well within the Easement Areas. GRANTOR reserves for itself the right to use the Easement Areas for purposes that are not inconsistent with GRANTEE's rights under this Wastewater Line and Access Facilities Easement, do not interfere with or endanger any of GRANTEE's Wastewater Line and Access Facilities constructed within the Easement Areas, and do not interfere with GRANTEE's access to such Wastewater Line and Access Facilities.

This Wastewater Line and Access Facilities Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Areas for the benefit of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed this 19th day of November, 2021.

GRANTOR:
GY160 LAND SUB 2 LLC
an Arizona limited liability company

By: GY160 CSW LLC
an Arizona limited liability company
Its: Manager

By: Communities Southwest Inc.
an Arizona corporation
Its: Manager

By:_____
Michael Kern, President

By:_____
Greg Lehmann, Vice-President

State of Arizona)
)ss.
County of Maricopa)

The foregoing Wastewater Line and Access Facilities Easement (WWL-2) was acknowledged before me this 19th day of November, 20___ by Michael Kern and Greg Lehmann, the President and Vice-President respectively of COMMUNITIES SOUTHWEST INC., an Arizona corporation, the Manager of GY160 CSW LLC, an Arizona limited liability company, as Manager of GY160 LAND SUB 2 LLC, an Arizona limited liability company on behalf of said limited liability company.

ANGELA MCCRACKEN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 590176
Expires October 16, 2024

_____
Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, the _____ day of _____, 20____.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing Wastewater Line and Access Facilities Easement (WWL-2) was acknowledged before me this ___ day of _____, 20____ by _____, as _____ of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT “A”

LEGAL DESCRIPTION

August 16, 2021
Project # 090568-02-001

LEGAL DESCRIPTION
SEWER EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

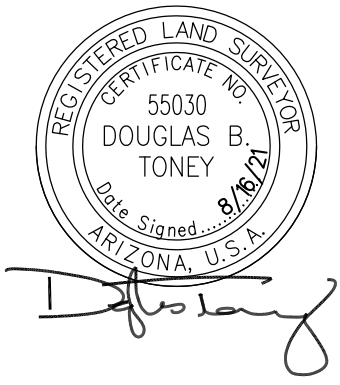
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE CENTER OF SAID SECTION 19 BEARS NORTH 89°52’03” WEST (BASIS OF BEARINGS), A DISTANCE OF 2615.79 FEET;

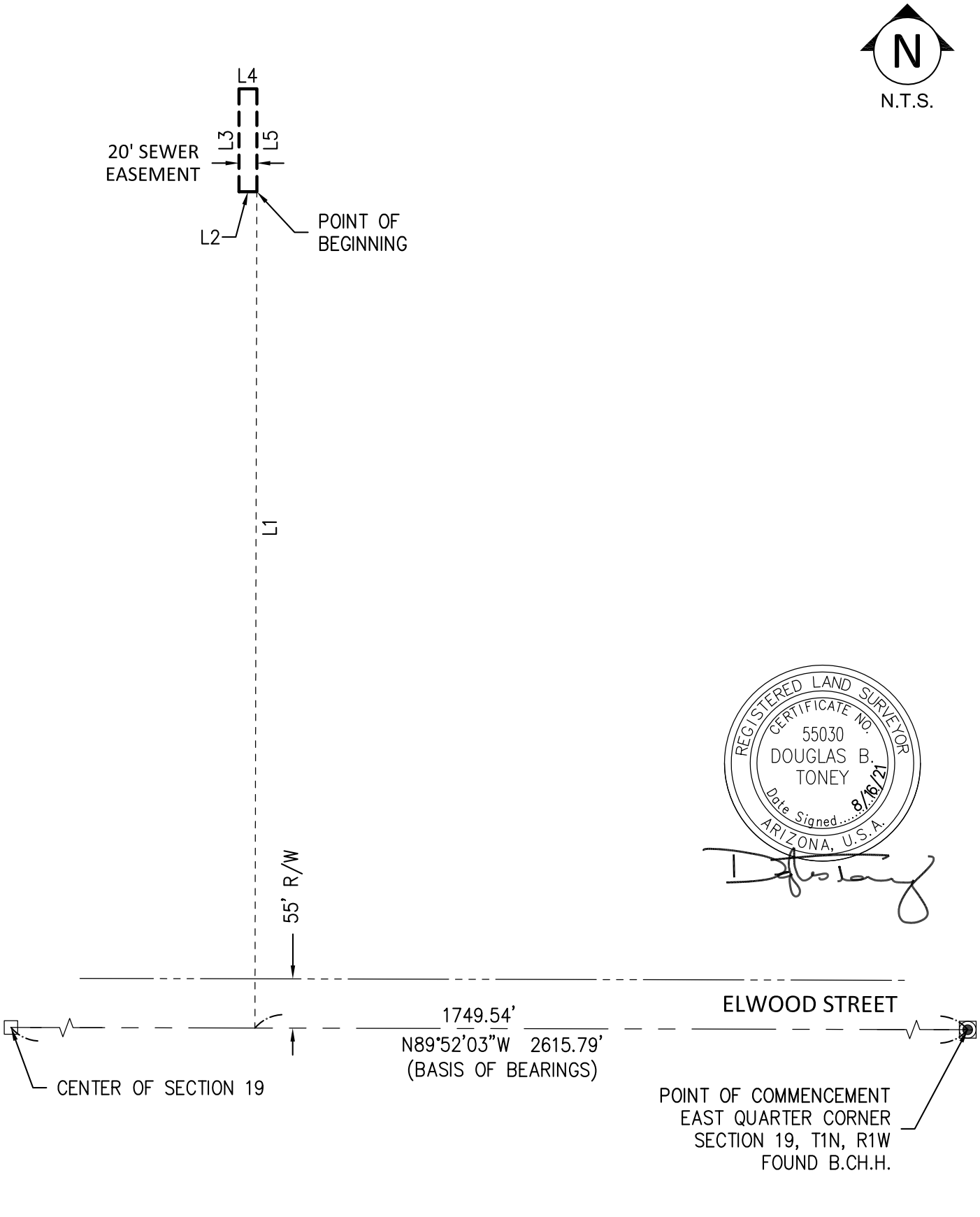
THENCE NORTH 89°52'03" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1749.54 FEET;

THENCE NORTH 00°07'57" EAST, A DISTANCE OF 934.66 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 20.00 FEET;
THENCE NORTH 00°00’00” EAST, A DISTANCE OF 115.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 115.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 2,300 SQ.FT. OR 0.0528 ACRES, MORE OR LESS.





SHEET 1 OF 2

DATE: 8/16/21

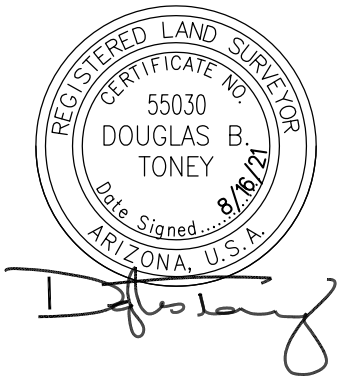
EXHIBIT
SEWER EASEMENT

BY: DT	CHK:	QC:	

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	934.66'	N00°07'57"E
L2	20.00'	N90°00'00"W
L3	115.00'	N00°00'00"E
L4	20.00'	N90°00'00"E
L5	115.00'	S00°00'00"E



SHEET 2 OF 2

DATE: 8/16/21

EXHIBIT
SEWER EASEMENT

BY: DT	CHK:	QC:	

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

When recorded Mail to:
City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-**86**

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

WASTEWATER LINE AND ACCESS FACILITIES EASEMENT
(WWL-3A)

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **GY160 LAND SUB 3 LLC, an Arizona limited liability company** ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona Municipal Corporation,** and its successors and assigns, (collectively "GRANTEE") a perpetual Wastewater Line and Access Facilities Easement within, on, across, over, and under the real property described in Exhibit "A" attached hereto and incorporated herein (the "Easement Areas") for the purposes described herein. This Wastewater Line and Access Facilities Easement shall be a permanent easement for use by the GRANTEE and its Permittees for entering upon the Easement Areas and 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 Easement Areas that will support the heaviest service vehicles used by GRANTEE to service the underground wastewater/sewer lines GRANTEE (the "Wastewater Line and Access Facilities") within, on, across, over, and under the Easement Areas.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

Other than the Wastewater Line and Access Facilities GRANTOR shall not construct or allow to be constructed any underground improvements within the Easement Areas except as may be needed for other underground utility lines to cross the Easement Areas and only upon the consent of GRANTEE. GRANTOR shall not locate, erect, construct or permit to be located, erected or constructed, any building, structure or well within the Easement Areas. GRANTOR reserves for itself the right to use the Easement Areas for purposes that are not inconsistent with GRANTEE's rights under this Wastewater Line and Access Facilities Easement, do not interfere with or endanger any of GRANTEE's Wastewater Line and Access Facilities constructed within the Easement Areas, and do not interfere with GRANTEE's access to such Wastewater Line and Access Facilities.

This Wastewater Line and Access Facilities Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Areas for the benefit of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed this 19th day of November, 2021.

GRANTOR:
GY160 LAND SUB 3 LLC
an Arizona limited liability company

By: GY160 CSW LLC
an Arizona limited liability company
Its: Manager

By: Communities Southwest Inc.
an Arizona corporation
Its: Manager

By:_____
Michael Kern, President

By:_____
Greg Lehmann, Vice-President

State of Arizona)
)ss.
County of Maricopa)

The foregoing Wastewater Line and Access Facilities Easement (WWL-3A) was acknowledged before me this 19th day of November, 20___ by Michael Kern and Greg Lehmann, the President and Vice-President respectively of COMMUNITIES SOUTHWEST INC., an Arizona corporation, the Manager of GY160 CSW LLC, an Arizona limited liability company, as Manager of GY160 LAND SUB 3 LLC, an Arizona limited liability company on behalf of said limited liability company.

ANGELA MCCRACKEN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 590176
Expires October 16, 2024

_____
Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, the _____ day of _____, 20____.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing Wastewater Line and Access Facilities Easement (WWL-3A) was acknowledged before me this ___ day of _____, 20____ by _____, as _____ of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT “A”

LEGAL DESCRIPTION

August 16, 2021
Project # 090568-02-001

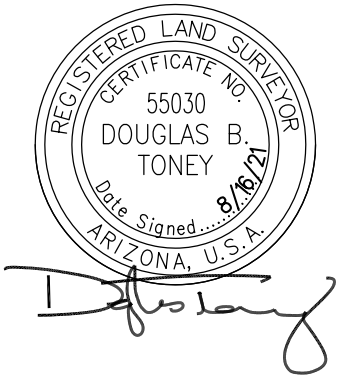
LEGAL DESCRIPTION
SEWER EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE CENTER OF SAID SECTION 19 BEARS NORTH 89°52’03” WEST (BASIS OF BEARINGS), A DISTANCE OF 2615.79 FEET;

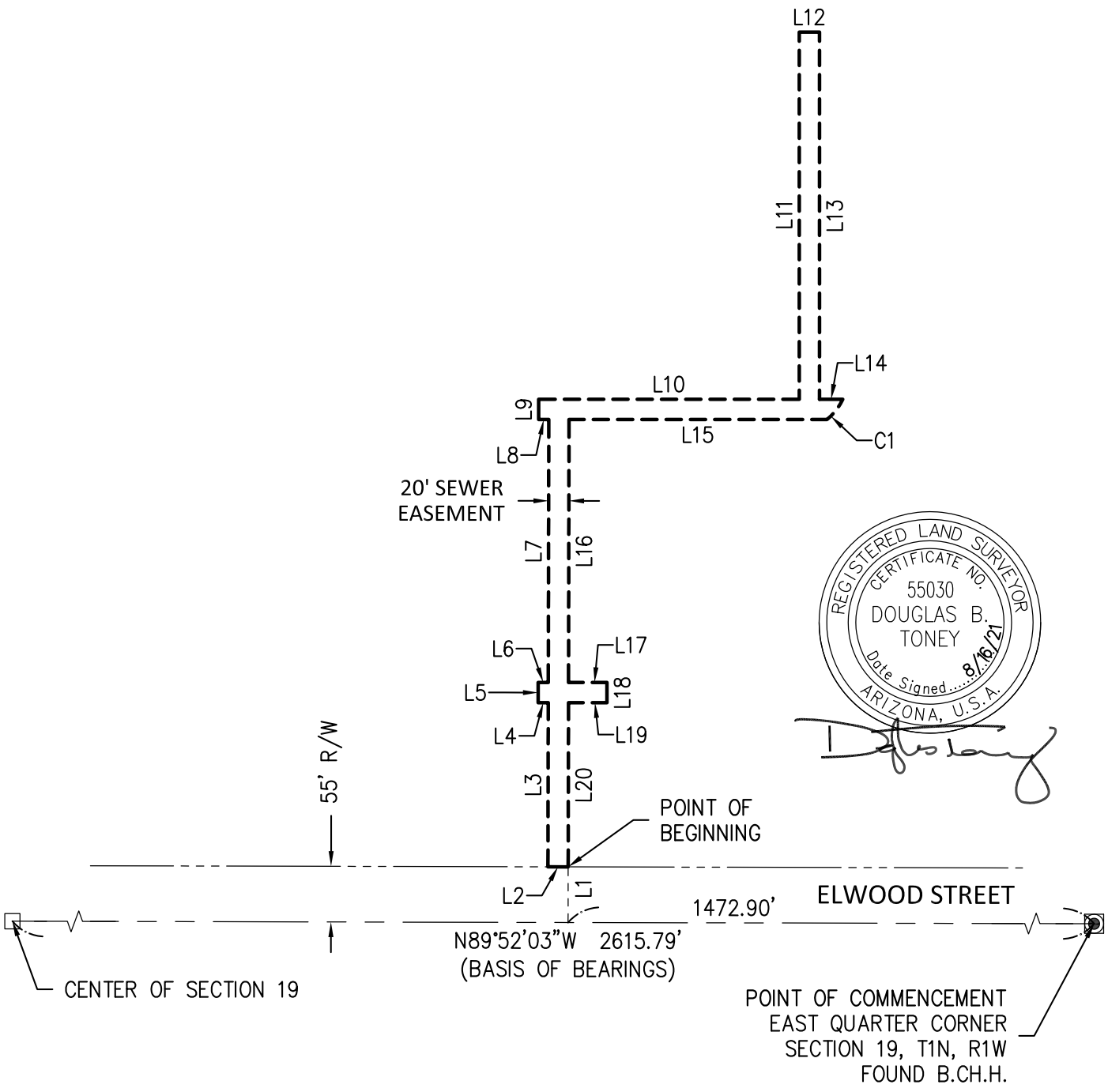
THENCE NORTH 89°52'03" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1472.90 FEET;

THENCE NORTH 00°07'57" EAST, A DISTANCE OF 55.00 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER, SAID POINT BEING THE **POINT OF BEGINNING**;



THENCE NORTH 89°52'03" WEST, A DISTANCE OF 20.00 FEET;
THENCE NORTH 00°06'36" EAST, A DISTANCE OF 162.24 FEET;
THENCE NORTH 89°59'59" WEST, A DISTANCE OF 9.98 FEET;
THENCE NORTH 00°00’00” EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 89°59'59" EAST, A DISTANCE OF 10.02 FEET;
THENCE NORTH 00°06'36" EAST, A DISTANCE OF 260.01 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 9.98 FEET;
THENCE NORTH 00°00’00” EAST, A DISTANCE OF 20.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 257.63 FEET;
THENCE NORTH 00°00’00” EAST, A DISTANCE OF 363.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 363.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 22.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 65°16’49” WEST, A RADIAL DISTANCE OF 55.00 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°42’27”, AN ARC DISTANCE OF 25.64 FEET TO A POINT;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 254.95 FEET;
THENCE SOUTH 00°06'36" WEST, A DISTANCE OF 260.01 FEET;
THENCE SOUTH 89°59'59" EAST, A DISTANCE OF 37.99 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 20.00 FEET;
THENCE NORTH 89°59'59" WEST, A DISTANCE OF 38.03 FEET;
THENCE SOUTH 00°06'36" WEST, A DISTANCE OF 162.29 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 22,946 SQ.FT. OR 0.5268 ACRES, MORE OR LESS.



SHEET 1 OF 2

DATE: 8/16/21

EXHIBIT
SEWER EASEMENT

BY: DT	CHK:	QC:	

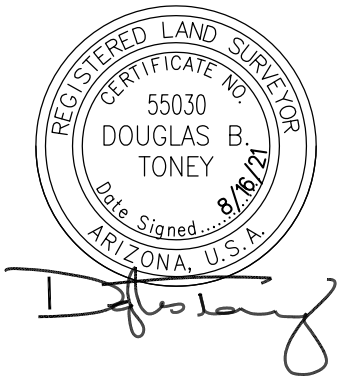
BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	55.00'	N00°07'57"E
L2	20.00'	N89°52'03"W
L3	162.24'	N00°06'36"E
L4	9.98'	N89°59'59"W
L5	20.00'	N00°00'00"E
L6	10.02'	S89°59'59"E
L7	260.01'	N00°06'36"E
L8	9.98'	N90°00'00"W
L9	20.00'	N00°00'00"E
L10	257.63'	N90°00'00"E
L11	363.00'	N00°00'00"E
L12	20.00'	N90°00'00"E
L13	363.00'	S00°00'00"E
L14	22.97'	N90°00'00"E
L15	254.95'	N90°00'00"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L16	260.01'	S00°06'36"W
L17	37.99'	S89°59'59"E
L18	20.00'	S00°00'00"E
L19	38.03'	N89°59'59"W
L20	162.29'	S00°06'36"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	25.64'	55.00'	026°42'27"



SHEET 2 OF 2

DATE: 8/16/21

EXHIBIT
SEWER EASEMENT

BY: DT	CHK:	QC:	

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

When recorded Mail to:
City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-**86**

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

WASTEWATER LINE AND ACCESS FACILITIES EASEMENT
(WWL-3B)

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **GY160 LAND SUB 3 LLC, an Arizona limited liability company** ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona Municipal Corporation,** and its successors and assigns, (collectively "GRANTEE") a perpetual Wastewater Line and Access Facilities Easement within, on, across, over, and under the real property described in Exhibit "A" attached hereto and incorporated herein (the "Easement Areas") for the purposes described herein. This Wastewater Line and Access Facilities Easement shall be a permanent easement for use by the GRANTEE and its Permittees for entering upon the Easement Areas and 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 Easement Areas that will support the heaviest service vehicles used by GRANTEE to service the underground wastewater/sewer lines GRANTEE (the "Wastewater Line and Access Facilities") within, on, across, over, and under the Easement Areas.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

Other than the Wastewater Line and Access Facilities GRANTOR shall not construct or allow to be constructed any underground improvements within the Easement Areas except as may be needed for other underground utility lines to cross the Easement Areas and only upon the consent of GRANTEE. GRANTOR shall not locate, erect, construct or permit to be located, erected or constructed, any building, structure or well within the Easement Areas. GRANTOR reserves for itself the right to use the Easement Areas for purposes that are not inconsistent with GRANTEE's rights under this Wastewater Line and Access Facilities Easement, do not interfere with or endanger any of GRANTEE's Wastewater Line and Access Facilities constructed within the Easement Areas, and do not interfere with GRANTEE's access to such Wastewater Line and Access Facilities.

This Wastewater Line and Access Facilities Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Areas for the benefit of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed this 19th day of November, 2021.

GRANTOR:
GY160 LAND SUB 3 LLC
an Arizona limited liability company

By: GY160 CSW LLC
an Arizona limited liability company
Its: Manager

By: Communities Southwest Inc.
an Arizona corporation
Its: Manager

By:_____
Michael Kern, President

By:_____
Greg Lehmann, Vice-President

State of Arizona)
)ss.
County of Maricopa)

The foregoing Wastewater Line and Access Facilities Easement (WWL-3B) was acknowledged before me this 19th day of November, 2021 by Michael Kern and Greg Lehmann, the President and Vice-President respectively of COMMUNITIES SOUTHWEST INC., an Arizona corporation, the Manager of GY160 CSW LLC, an Arizona limited liability company, as Manager of GY160 LAND SUB 3 LLC, an Arizona limited liability company on behalf of said limited liability company.

ANGELA MCCRACKEN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 590176
Expires October 16, 2024

_____
Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, the _____ day of _____, 20____.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing Wastewater Line and Access Facilities Easement (WWL-3B) was acknowledged before me this ___ day of _____, 20____ by _____, as _____ of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT “A”

LEGAL DESCRIPTION

August 16, 2021
Project # 090568-02-001

LEGAL DESCRIPTION
SEWER EASEMENT

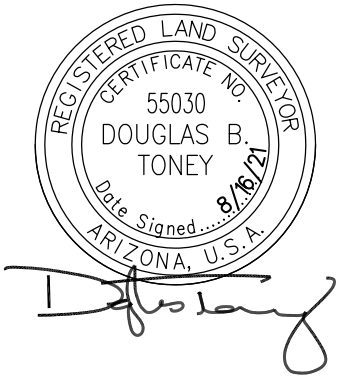
THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE CENTER OF SAID SECTION 19 BEARS NORTH 89°52’03” WEST (BASIS OF BEARINGS), A DISTANCE OF 2615.79 FEET;

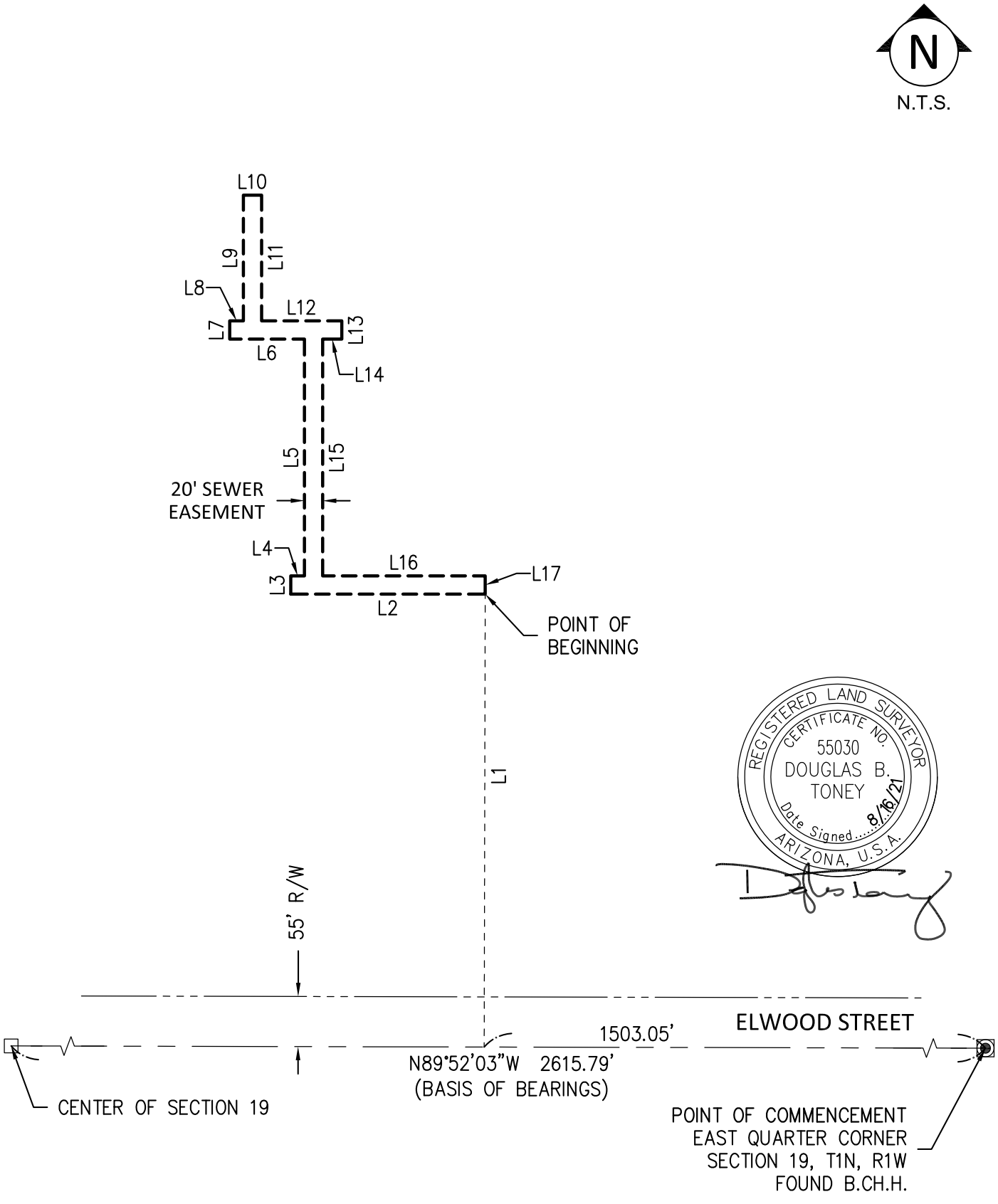
THENCE NORTH 89°52'03" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1503.05 FEET;

THENCE NORTH 00°07'57" EAST, A DISTANCE OF 497.23 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 213.47 FEET;
THENCE NORTH 00°00’00” EAST, A DISTANCE OF 20.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 15.00 FEET;
THENCE NORTH 00°00’00” EAST, A DISTANCE OF 260.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 82.01 FEET;
THENCE NORTH 00°00’00” EAST, A DISTANCE OF 20.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 15.01 FEET;
THENCE NORTH 00°00’00” EAST, A DISTANCE OF 138.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 138.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 88.08 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 20.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 21.08 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 260.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 178.47 FEET;
THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING.**



CONTAINING 14,691 SQ.FT. OR 0.3373 ACRES, MORE OR LESS.



SHEET 1 OF 2

DATE: 8/16/21

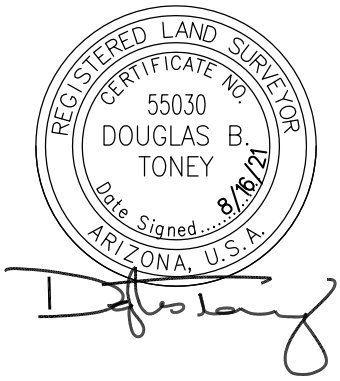
EXHIBIT
SEWER EASEMENT

BY: DT	CHK:	QC:	

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	497.23'	N00°07'57"E
L2	213.47'	N90°00'00"W
L3	20.00'	N00°00'00"E
L4	15.00'	N90°00'00"E
L5	260.00'	N00°00'00"E
L6	82.01'	N90°00'00"W
L7	20.00'	N00°00'00"E
L8	15.01'	N90°00'00"E
L9	138.00'	N00°00'00"E
L10	20.00'	N90°00'00"E
L11	138.00'	S00°00'00"E
L12	88.08'	N90°00'00"E
L13	20.00'	S00°00'00"E
L14	21.08'	N90°00'00"W
L15	260.00'	S00°00'00"E
L16	178.47'	N90°00'00"E
L17	20.00'	S00°00'00"E



SHEET 2 OF 2

DATE: 8/16/21

EXHIBIT
SEWER EASEMENT

BY: DT	CHK:	QC:	

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

When recorded Mail to:
City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-**86**

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

WASTEWATER LINE AND ACCESS FACILITIES EASEMENT
(WWL-4A)

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **GY160 LAND SUB 4 LLC, an Arizona limited liability company** ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona Municipal Corporation,** and its successors and assigns, (collectively "GRANTEE") a perpetual Wastewater Line and Access Facilities Easement within, on, across, over, and under the real property described in Exhibit "A" attached hereto and incorporated herein (the "Easement Areas") for the purposes described herein. This Wastewater Line and Access Facilities Easement shall be a permanent easement for use by the GRANTEE and its Permittees for entering upon the Easement Areas and 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 Easement Areas that will support the heaviest service vehicles used by GRANTEE to service the underground wastewater/sewer lines GRANTEE (the "Wastewater Line and Access Facilities") within, on, across, over, and under the Easement Areas.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

Other than the Wastewater Line and Access Facilities GRANTOR shall not construct or allow to be constructed any underground improvements within the Easement Areas except as may be needed for other underground utility lines to cross the Easement Areas and only upon the consent of GRANTEE. GRANTOR shall not locate, erect, construct or permit to be located, erected or constructed, any building, structure or well within the Easement Areas. GRANTOR reserves for itself the right to use the Easement Areas for purposes that are not inconsistent with GRANTEE's rights under this Wastewater Line and Access Facilities Easement, do not interfere with or endanger any of GRANTEE's Wastewater Line and Access Facilities constructed within the Easement Areas, and do not interfere with GRANTEE's access to such Wastewater Line and Access Facilities.

This Wastewater Line and Access Facilities Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Areas for the benefit of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed this 19th day of November, 2021.

GRANTOR:
GY160 LAND SUB 4 LLC
an Arizona limited liability company

By: GY160 CSW LLC
an Arizona limited liability company
Its: Manager

By: Communities Southwest Inc.
an Arizona corporation
Its: Manager

By: _____
Michael Kern, President

By: _____
Greg Lehmann, Vice-President

State of Arizona)
)ss.
County of Maricopa)

The foregoing Wastewater Line and Access Facilities Easement (WWL-4A) was acknowledged before me this 19th day of November, 2021 by Michael Kern and Greg Lehmann, the President and Vice-President respectively of COMMUNITIES SOUTHWEST INC., an Arizona corporation, the Manager of GY160 CSW LLC, an Arizona limited liability company, as Manager of GY160 LAND SUB 3 LLC, an Arizona limited liability company on behalf of said limited liability company.

ANGELA MCCRACKEN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 590176
Expires October 16, 2024

_____
Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, the _____ day of _____, 20____.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing Wastewater Line and Access Facilities Easement (WWL-4A) was acknowledged before me this ___ day of _____, 20____ by _____, as _____ of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT “A”

LEGAL DESCRIPTION

August 16, 2021
Project # 090568-02-001

LEGAL DESCRIPTION
SEWER EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

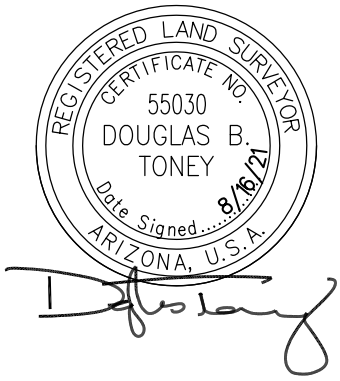
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE CENTER OF SAID SECTION 19 BEARS NORTH 89°52’03” WEST (BASIS OF BEARINGS), A DISTANCE OF 2615.79 FEET;

THENCE NORTH 89°52'03" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1408.94 FEET;

THENCE NORTH 00°07'57" EAST, A DISTANCE OF 217.44 FEET TO THE **POINT OF BEGINNING**;

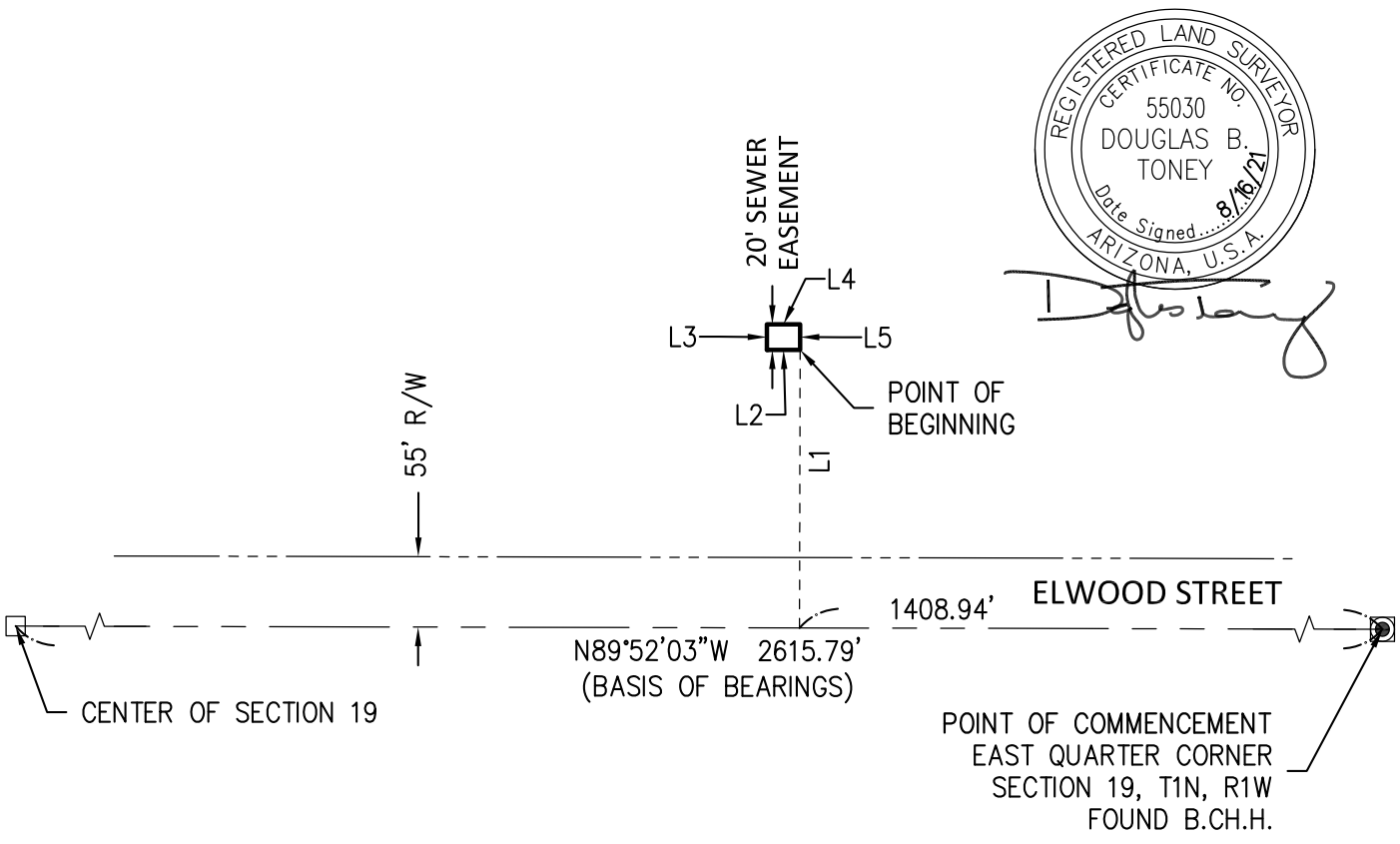
THENCE NORTH 89°59'59" WEST, A DISTANCE OF 25.99 FEET;
THENCE NORTH 00°00’00” EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 89°59'59" EAST, A DISTANCE OF 25.99 FEET;
THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 520 SQ.FT. OR 0.0119 ACRES, MORE OR LESS.



N

N.T.S.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 8/16/21
ARIZONA, U.S.A.

SHEET 1 OF 2

DATE: 8/16/21

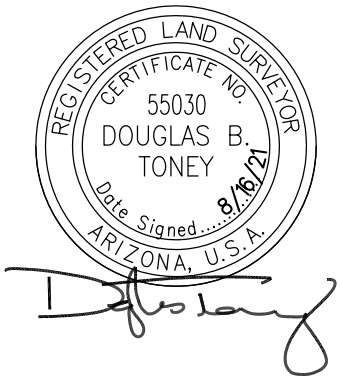
EXHIBIT
SEWER EASEMENT

BY: DT	CHK:	QC:	

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	217.44'	N00°07'57"E
L2	25.99'	N89°59'59"W
L3	20.00'	N00°00'00"E
L4	25.99'	S89°59'59"E
L5	20.00'	S00°00'00"E



SHEET 2 OF 2

DATE: 8/16/21

EXHIBIT
SEWER EASEMENT

BY: DT	CHK:	QC:	

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

When recorded Mail to:
City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-**86**

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

WASTEWATER LINE AND ACCESS FACILITIES EASEMENT
(WWL-4B)

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **GY160 LAND SUB 4 LLC, an Arizona limited liability company** ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona Municipal Corporation,** and its successors and assigns, (collectively "GRANTEE") a perpetual Wastewater Line and Access Facilities Easement within, on, across, over, and under the real property described in Exhibit "A" attached hereto and incorporated herein (the "Easement Areas") for the purposes described herein. This Wastewater Line and Access Facilities Easement shall be a permanent easement for use by the GRANTEE and its Permittees for entering upon the Easement Areas and 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 Easement Areas that will support the heaviest service vehicles used by GRANTEE to service the underground wastewater/sewer lines GRANTEE (the "Wastewater Line and Access Facilities") within, on, across, over, and under the Easement Areas.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

Other than the Wastewater Line and Access Facilities GRANTOR shall not construct or allow to be constructed any underground improvements within the Easement Areas except as may be needed for other underground utility lines to cross the Easement Areas and only upon the consent of GRANTEE. GRANTOR shall not locate, erect, construct or permit to be located, erected or constructed, any building, structure or well within the Easement Areas. GRANTOR reserves for itself the right to use the Easement Areas for purposes that are not inconsistent with GRANTEE's rights under this Wastewater Line and Access Facilities Easement, do not interfere with or endanger any of GRANTEE's Wastewater Line and Access Facilities constructed within the Easement Areas, and do not interfere with GRANTEE's access to such Wastewater Line and Access Facilities.

This Wastewater Line and Access Facilities Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Areas for the benefit of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed this 19th day of November, 2021.

GRANTOR:
GY160 LAND SUB 4 LLC
an Arizona limited liability company

By: GY160 CSW LLC
an Arizona limited liability company
Its: Manager

By: Communities Southwest Inc.
an Arizona corporation
Its: Manager

By:_____
Michael Kern, President

By:_____
Greg Lehmann, Vice-President

State of Arizona)
)ss.
County of Maricopa)

The foregoing Wastewater Line and Access Facilities Easement (WWL-4B) was acknowledged before me this 19th day of November, 2021 by Michael Kern and Greg Lehmann, the President and Vice-President respectively of COMMUNITIES SOUTHWEST INC., an Arizona corporation, the Manager of GY160 CSW LLC, an Arizona limited liability company, as Manager of GY160 LAND SUB 3 LLC, an Arizona limited liability company on behalf of said limited liability company.

ANGELA MCCRACKEN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 590176
Expires October 16, 2024

_____
Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, the _____ day of _____, 20____.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing Wastewater Line and Access Facilities Easement (WWL-4B) was acknowledged before me this ___ day of _____, 20____ by _____, as _____ of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT “A”

LEGAL DESCRIPTION

August 16, 2021
Project # 090568-02-001

LEGAL DESCRIPTION
SEWER EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

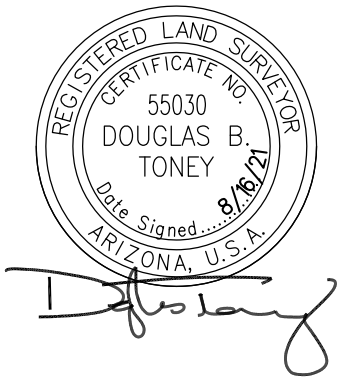
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE CENTER OF SAID SECTION 19 BEARS NORTH 89°52’03” WEST (BASIS OF BEARINGS), A DISTANCE OF 2615.79 FEET;

THENCE NORTH 89°52'03" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1187.96 FEET;

THENCE NORTH 00°07'57" EAST, A DISTANCE OF 497.96 FEET TO THE **POINT OF BEGINNING**;

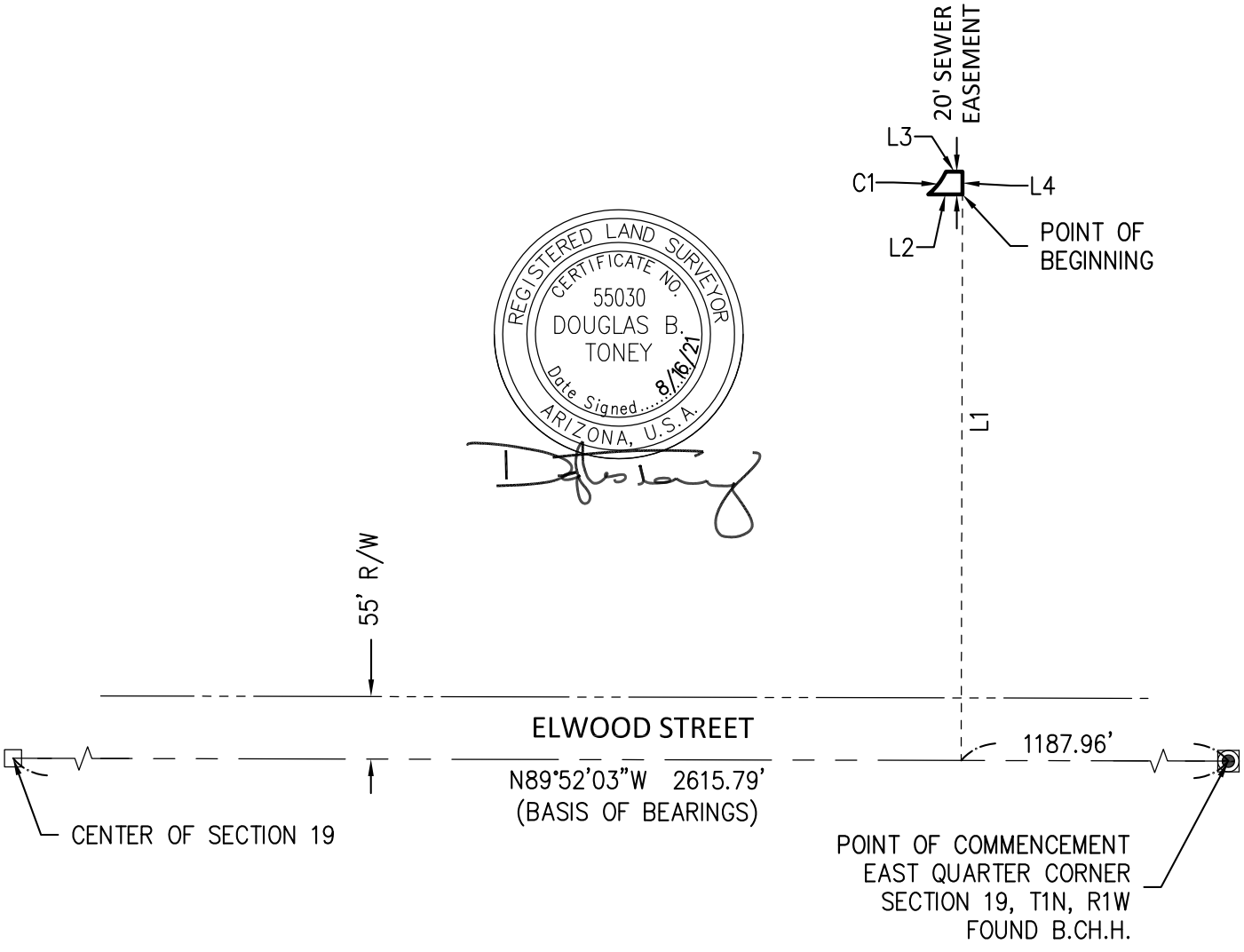
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 30.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE WESTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 38°34’22” WEST, A RADIAL DISTANCE OF 55.00 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°42’27”, AN ARC DISTANCE OF 25.64 FEET TO A POINT;
THENCE NORTH 90°00’00” EAST, A DISTANCE OF 14.50 FEET;
THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 421 SQ.FT. OR 0.0097 ACRES, MORE OR LESS.



N

N.T.S.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B. TONEY
Date Signed 8/16/21
ARIZONA, U.S.A.

SHEET 1 OF 2

DATE: 8/16/21

EXHIBIT
SEWER EASEMENT

BY: DT	CHK:	QC:	

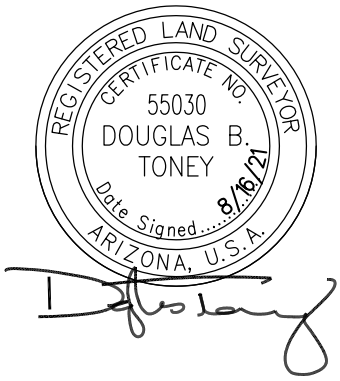
BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING

1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	497.96'	N00°07'57"E
L2	30.16'	N90°00'00"W
L3	14.50'	N90°00'00"E
L4	20.00'	S00°00'00"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	25.64'	55.00'	026°42'27"



SHEET 2 OF 2

DATE: 8/16/21

EXHIBIT
SEWER EASEMENT

BY: DT	CHK:	QC:	

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

ITEM #: 11.
DATE: 01/10/2022
AI #:630

CITY COUNCIL ACTION REPORT

SUBJECT: ACCEPT THE DEDICATION OF TWO WATER METER AND WATER LINE EASEMENTS AND A PUBLIC UTILITY EASEMENT FOR THE HANCOCK AT CANYON TRAILS DEVELOPMENT

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

SUMMARY

Dedication of two (2) Water Meter and Water Line Easements; and a Public Utility and Sidewalk Easement required for Hancock at Canyon Trails Development located northwest of Cotton Lane and Canyon Trails Boulevard.

Recommendation

Accept the dedication of two Water Meter and Water Line Easements; and a Public Utility and Sidewalk Easement associated with the Hancock Canyon Trails Development from DT BTR CTS LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no fiscal impact to the city in the fiscal year 2022 or future years related to the acceptance of the easements.

BACKGROUND AND PREVIOUS ACTIONS

Hancock Communities is in the process of developing the Hancock at Canyon Trails property located at the northwest corner of Cotton Lane and Cotton Trails Boulevard. The construction plans for the development have been reviewed by the city staff and the landowner, DT BTR CTS LLC, a Delaware limited liability company, must dedicate two (2) Water Meter and Water Lines Easements for the placement of their water meters within the development, as well as a Public Utility and Sidewalk along the east side of 173rd Avenue.

STAFF ANALYSIS

The developers of the Hancock at Canyon Trails property are required to construct the water lines for the development and to have water meters installed at the locations which have been approved by the city. In addition, the developers are required to provide a Public Utility and Sidewalk Easement along 173rd Avenue. DT BTR CTS LLC, a Delaware limited liability company, has provided the attached Water Meter and Water Line Easements and the Public Utility and Sidewalk Easement.

Attachments

Water Line Easement (1)

Water Line Easement (2)

Public Utility and Sidewalk Easement

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-**64**

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

WATER METER AND WATER LINE EASEMENT
(WLE-1)

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **DT BTR CTS LLC, a Delaware limited liability company**, its successors and assigns (collectively "GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, its successors and assigns (collectively "GRANTEE") a perpetual Water Meter and Water Line Easement within, on, across, over, and under the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area") for the purposes described herein. This Water Meter and Water Line Easement shall be a permanent easement for use by the GRANTEE and its Permittees for entering upon the Easement Area and constructing, operating, maintaining, inspecting, modifying, repairing, removing, and/or replacing a water meter, appurtenances and underground water line(s) (the "Water Meter Facilities") within, on, across, over, and under the Easement Area.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

Other than the Water Meter Facilities GRANTOR constructs as a Permittee of GRANTEE, GRANTOR shall not construct or allow to be constructed any underground improvements within the Easement Area except as may be needed for other underground utility lines to cross the Easement Area and only upon the consent of GRANTEE. GRANTOR shall not locate, erect, construct or permit to be located, erected or constructed, any building, structure or well within the Easement Area.

GRANTOR reserves for itself the right to use the Easement Area for purposes that are not inconsistent with GRANTEE's rights under this Water Meter and Water Line Easement, do not interfere with or endanger any of GRANTEE's Water Meter Facilities constructed within the Easement Area, and do not interfere with GRANTEE's access to such Water Meter Facilities.

This Water Meter and Water Line Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

Signatures, Acknowledgements and Exhibits Continued on Following Pages

IN WITNESS WHEREOF, this instrument is executed this 16th day of December, 20 21.

GRANTOR:
DT BTR CTS LLC,
a Delaware limited liability company

By: DT BTR Communities LLC,
a Delaware limited liability company
Its Sole Member

By: TLC BTR LLC,
a Delaware limited liability company
Its Administrator

By: _____
STEVEN C. LA TERRA
Its: CEO

By: _____
DONALD S. GRANT
Its: SVP

State of _____)
)ss.
County of _____)

The foregoing Water Meter and Water Line Easement (WLE-1) was acknowledged before me this____ day of _____, 20__ by _____, as _____ of TLC BTR Communities LLC, a Delaware limited liability company as Administrator of DR BTR Communities LLC, a Delaware limited liability company as the Sole Member of **DT BTR CTS LLC, a Delaware limited liability company**.

See Attached

_____
Notary Public

State of _____)
)ss.
County of _____)

The foregoing Water Meter and Water Line Easement (WLE-1) was acknowledged before me this____ day of _____, 20____ by _____, as _____ of TLC BTR Communities LLC, a Delaware limited liability company as Administrator of DR BTR Communities LLC, a Delaware limited liability company as the Sole Member of **DT BTR CTS LLC, a Delaware limited liability company**.

_____
Notary Public

Signatures, Acknowledgements and Exhibits Continued on Following Pages

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange }

On December 16, 2021 before me, Roselyn Nguyen, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Steven C. LaTerra and Donald S. Grant
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ROSELYN NGUYEN
Notary Public - California
Orange County
Commission # 2262728
My Comm. Expires Oct 14, 2022

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Watermeter and Water line Easement (WLE-1)

Document Date: 12/16/2021 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, this _____ day of _____, 20____.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing Water Meter and Water Line Easement (WLE-1) was acknowledged before me this ____ day of _____, 20_____ by _____, as of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

Bowman
CONSULTING

August 23, 2021
Project # 050605-01-014

LEGAL DESCRIPTION
WATERLINE EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 11, BEING MARKED BY A MAG NAIL WITH WASHER STAMPED RLS 31610, FROM WHICH POINT THE CENTER QUARTER CORNER OF SAID SECTION 11, BEING MARKED BY A MAG NAIL, BEARS NORTH 89°41'16" WEST, A DISTANCE OF 2638.94 FEET;

THENCE NORTH 89°41'16" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1690.92 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°18'44" EAST, A DISTANCE OF 1573.57 FEET TO THE EAST RIGHT OF WAY LINE OF 173RD AVENUE AND THE **POINT OF BEGINNING**;

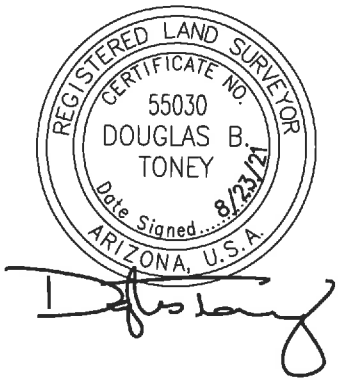
THENCE NORTH 28°45'24" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 61°14'36" EAST, A DISTANCE OF 77.00 FEET;

THENCE SOUTH 28°45'24" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 61°14'36" WEST, A DISTANCE OF 77.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,540 SQ.FT. OR 0.0354 ACRES, MORE OR LESS.

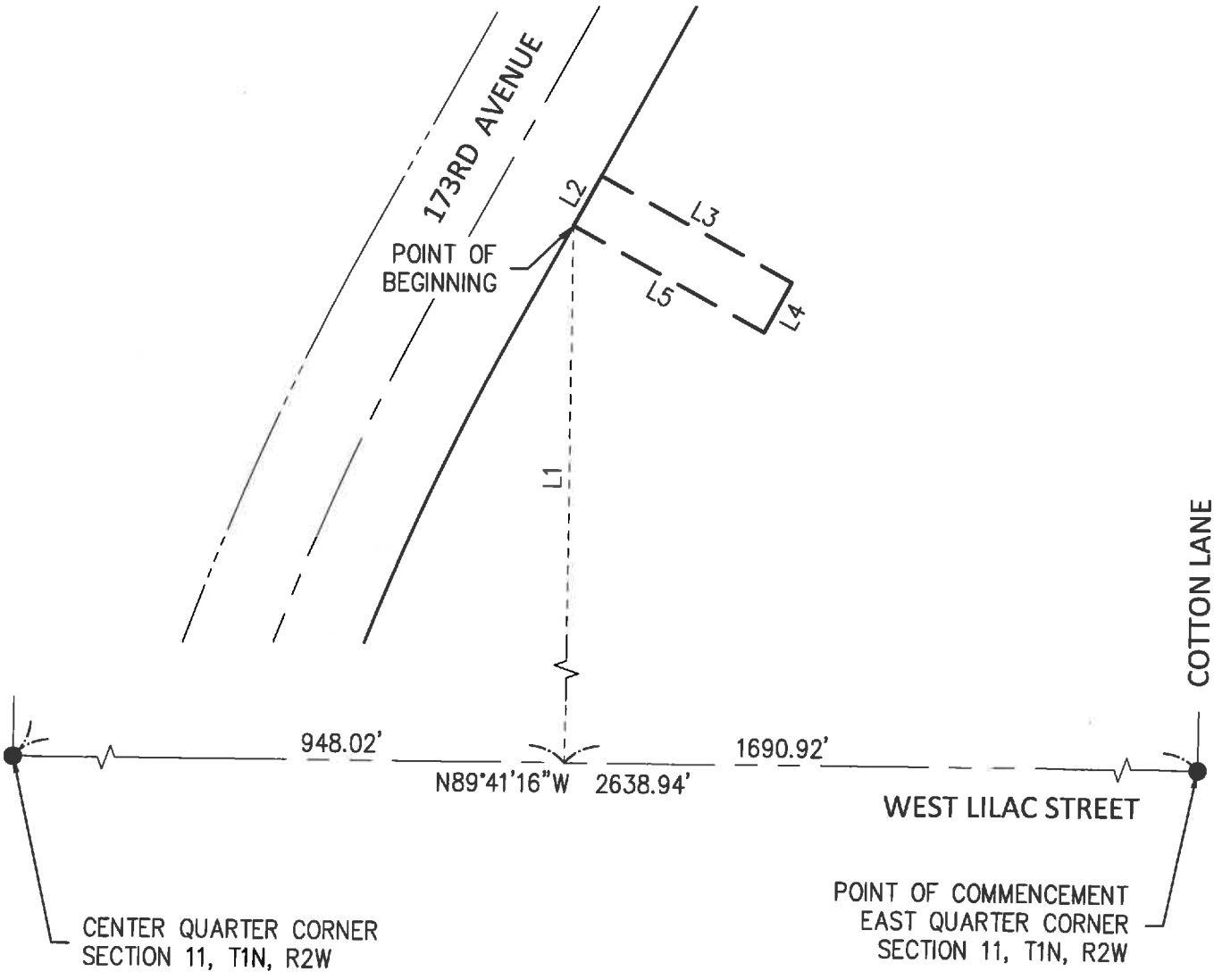


LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	1573.57'	N00°18'44"E
L2	20.00'	N28°45'24"E
L3	77.00'	S61°14'36"E
L4	20.00'	S28°45'24"W
L5	77.00'	N61°14'36"W

N

N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 8/23/21
ARIZONA, U.S.A.



SHEET 1 OF 1

DATE: 8/23/21

EXHIBIT
WATERLINE EASEMENT

BY: DT	CHK:	QC:	

BCG PROJECT NO: 050605-01 TASK: 014
CLIENT REF NO:

Bowman CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-**64**

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

WATER METER AND WATER LINE EASEMENT
(WLE-2)

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **DT BTR CTS LLC, a Delaware limited liability company**, its successors and assigns (collectively "GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, its successors and assigns (collectively "GRANTEE") a perpetual Water Meter and Water Line Easement within, on, across, over, and under the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area") for the purposes described herein. This Water Meter and Water Line Easement shall be a permanent easement for use by the GRANTEE and its Permittees for entering upon the Easement Area and constructing, operating, maintaining, inspecting, modifying, repairing, removing, and/or replacing a water meter, appurtenances and underground water line(s) (the "Water Meter Facilities") within, on, across, over, and under the Easement Area.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

Other than the Water Meter Facilities GRANTOR constructs as a Permittee of GRANTEE, GRANTOR shall not construct or allow to be constructed any underground improvements within the Easement Area except as may be needed for other underground utility lines to cross the Easement Area and only upon the consent of GRANTEE. GRANTOR shall not locate, erect, construct or permit to be located, erected or constructed, any building, structure or well within the Easement Area.

GRANTOR reserves for itself the right to use the Easement Area for purposes that are not inconsistent with GRANTEE's rights under this Water Meter and Water Line Easement, do not interfere with or endanger any of GRANTEE's Water Meter Facilities constructed within the Easement Area, and do not interfere with GRANTEE's access to such Water Meter Facilities.

This Water Meter and Water Line Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

Signatures, Acknowledgements and Exhibits Continued on Following Pages

IN WITNESS WHEREOF, this instrument is executed this 16th day of December, 20 21.

GRANTOR:
DT BTR CTS LLC,
a Delaware limited liability company

By: DT BTR Communities LLC,
a Delaware limited liability company
Its Sole Member

By: TLC BTR LLC,
a Delaware limited liability company
Its Administrator

By: _____
STEVEN C. LA TERRA
Its: CEO

By: _____
DONALD S. GRANT
Its: SVP

State of _____)
)ss.
County of _____)

The foregoing Water Meter and Water Line Easement (WLE-2) was acknowledged before me this ____ day of _____, 20 ____ by _____, as _____ of TLC BTR Communities LLC, a Delaware limited liability company as Administrator of DR BTR Communities LLC, a Delaware limited liability company as the Sole Member of **DT BTR CTS LLC, a Delaware limited liability company**.

See Attached

_____
Notary Public

State of _____)
)ss.
County of _____)

The foregoing Water Meter and Water Line Easement (WLE-2) was acknowledged before me this ____ day of _____, 20 ____ by _____, as _____ of TLC BTR Communities LLC, a Delaware limited liability company as Administrator of DR BTR Communities LLC, a Delaware limited liability company as the Sole Member of **DT BTR CTS LLC, a Delaware limited liability company**.

_____
Notary Public

Signatures, Acknowledgements and Exhibits Continued on Following Pages

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange }

On December 16, 2021 (Date) before me, Roselyn Nguyen, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Steven C. La Terra and Donald S. Grant (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ROSELYN NGUYEN
Notary Public - California
Orange County
Commission # 2262728
My Comm. Expires Oct 14, 2022

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Water Meter and Water Line Easement (WLE-2)
Document Date: 12-16-2021 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, this _____ day of _____, 20____.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing Water Meter and Water Line Easement (WLE-2) was acknowledged before me this ____ day of _____, 20_____ by _____, as of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

Bowman
CONSULTING

August 23, 2021
Project # 050605-01-014

LEGAL DESCRIPTION
WATERLINE EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 11, BEING MARKED BY A MAG NAIL WITH WASHER STAMPED RLS 31610, FROM WHICH POINT THE CENTER QUARTER CORNER OF SAID SECTION 11, BEING MARKED BY A MAG NAIL, BEARS NORTH 89°41'16" WEST, A DISTANCE OF 2638.94 FEET;

THENCE NORTH 89°41'16" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 455.48 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°18'44" EAST, A DISTANCE OF 25.24 FEET TO THE NORTH RIGHT OF WAY LINE OF LILAC STREET AND THE **POINT OF BEGINNING**, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 05°12'08" EAST, A RADIAL DISTANCE OF 1030.00 FEET;

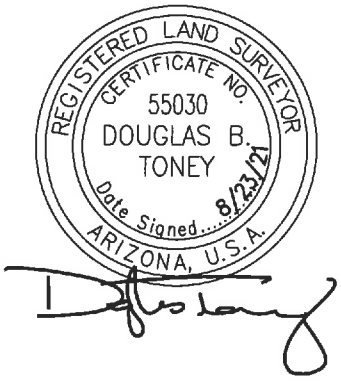
THENCE WESTERLY ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°06'45", AN ARC DISTANCE OF 20.00 FEET TO A POINT;

THENCE NORTH 05°12'08" WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 84°14'35" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 05°12'08" EAST, A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 300 SQ.FT. OR 0.0069 ACRES, MORE OR LESS.



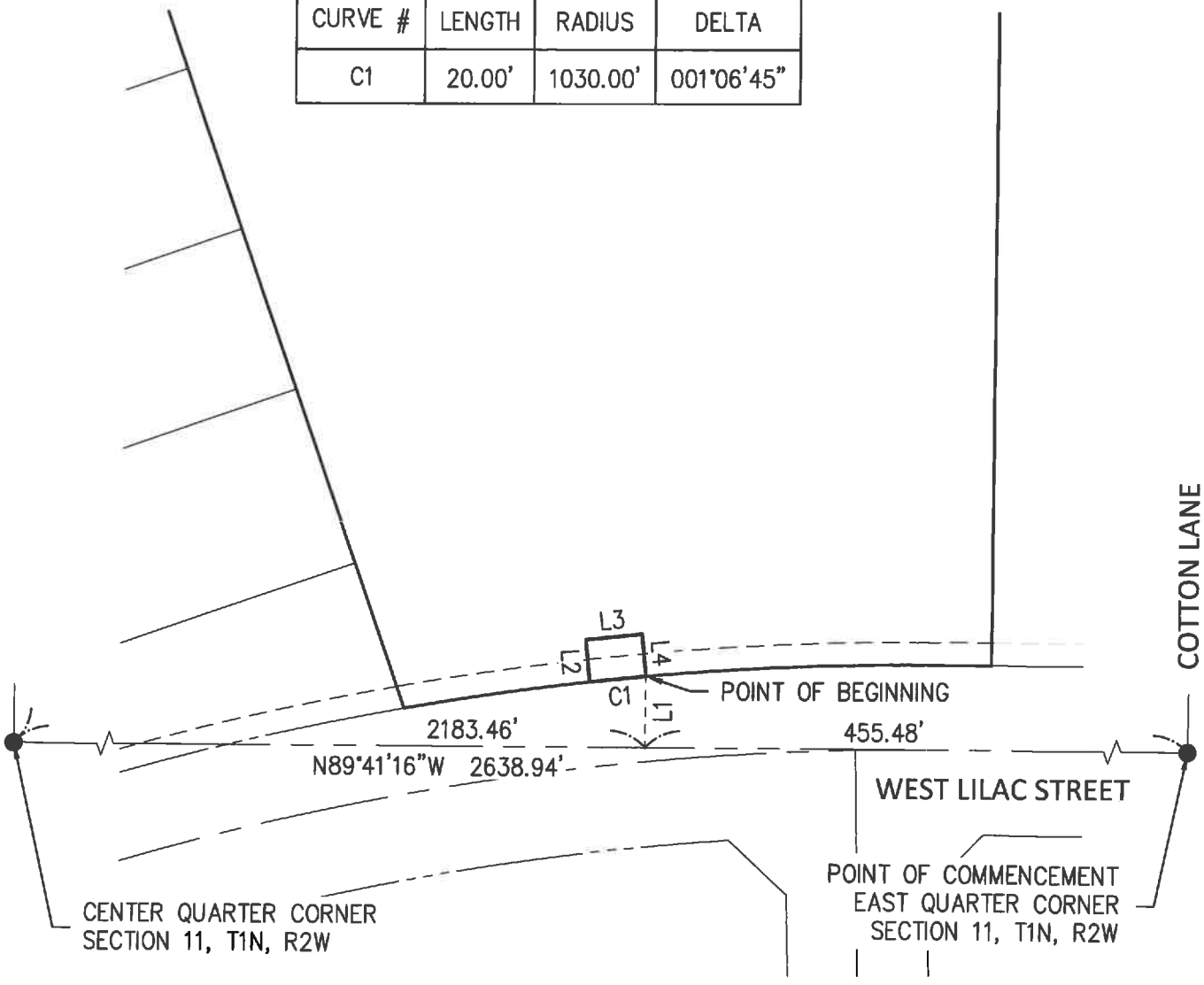
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	25.24'	N00°18'44"E
L2	15.00'	N05°12'08"W
L3	20.00'	N84°14'35"E
L4	15.00'	S05°12'08"E

N

N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 8/23/21
ARIZONA, U.S.A.

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.00'	1030.00'	001°06'45"



SHEET 1 OF 1

DATE: 8/23/21

EXHIBIT
WATERLINE EASEMENT

BY: DT	CHK:	QC:	

BCG PROJECT NO: 050605-01 TASK: 014
CLIENT REF NO:

Bowman CONSULTING

1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-**64**

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

PUBLIC UTILITY AND SIDEWALK EASEMENT

GRANTOR:	GRANTEE:
DT BTR CTS LLC, a Delaware limited liability company	**CITY OF GOODYEAR, an Arizona Municipal Corporation and its successors and assigns**

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **DT BTR CTS LLC, a Delaware limited liability company**, ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, its successors, assigns (collectively "GRANTEE"), a permanent easement (the "Easement") upon, over, under, across, above and through the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"). Such Easement is for the purposes of: (i) entering upon, locating, inspecting, installing, constructing, maintaining, operating, replacing, and/or repairing all public utility facilities by GRANTEE and its Permittees; (ii) entering upon, constructing, installing, maintaining, repairing and/or replacing public sidewalks by GRANTEE and its Permittees; and (iii) travel by the public over installed sidewalks.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement Area for the purposes described above.

GRANTOR reserves the right to use the Easement Area for uses that are not inconsistent with and do not interfere with the use of the Easement Area by GRANTEE and its Permittees for the purposes specified above. No building, structure, or above ground utility facility shall be placed upon the Easement Area without the written permission of GRANTEE.

GRANTOR and its respective successors and assigns shall have no responsibility or liability for the construction, operation, maintenance, or repair of any facilities constructed pursuant to the rights granted by this Public Utility and Sidewalk Easement except to the extent of any warranty required by Grantee as to any such facilities installed by Grantor.

GRANTOR and its respective successors and assigns, hereby waives and releases GRANTEE from any and all liability for damage to GRANTOR'S property resulting from the exercise of the rights granted herein provided that GRANTEE repairs such damage and restores GRANTOR's property to a neat and presentable condition as soon as practicable after the completion of any work within the Easement Area.

This Public Utility and Sidewalk Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

IN WITNESS WHEREOF, this Public Utility and Sidewalk Easement is executed this 16th day of December, 2021.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
DT BTR CTS, LLC,
a Delaware limited liability company

By: DT BTR Communities, LLC,
a Delaware limited liability company
Its Sole Member

By: TLC BTR LLC,
a Delaware limited liability company
Its Member and Sole Administrator

By: _____
STEVEN C. LA TERRA
Its: CEO

By: _____
DONALD S. GRANT
Its: SVP

State of _____)
)ss.
County of _____)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this____ day of _____, 20____by _____, as_____ of TLC BTR LLC, a Delaware limited liability company as Member and Sole Administrator of DR BTR Communities, LLC, a Delaware limited liability company as the Sole Member of **DT BTR CTS, LLC, a Delaware limited liability company**.

See attached

_____
Notary Public

State of _____)
)ss.
County of _____)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this____ day of _____, 20____by _____, as_____ of TLC BTR LLC, a Delaware limited liability company as Member and Sole Administrator of DR BTR Communities, LLC, a Delaware limited liability company as the Sole Member of **DT BTR CTS, LLC, a Delaware limited liability company**.

_____
Notary Public

Signatures, Acknowledgments and Exhibits on Following Pages

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange }

On December 16, 2021 before me, Roselyn Nguyen, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Steven C. La Terra and Donald S. Grant
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ROSELYN NGUYEN
Notary Public - California
Orange County
Commission # 2262728
My Comm. Expires Oct 14, 2022

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Public Utility and Sidewalk Easement
Document Date: 12/16/2021 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

GRANTEE:

ACCEPTED by the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, this ____ day of _____, 20_____.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of the **CITY OF GOODYEAR, an Arizona municipal corporation**, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

Bowman
CONSULTING

August 23, 2021
Project # 050605-01-014

LEGAL DESCRIPTION
PUBLIC UTILITIES EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 11, BEING MARKED BY A MAG NAIL WITH WASHER STAMPED RLS 31610, FROM WHICH POINT THE CENTER QUARTER CORNER OF SAID SECTION 11, BEING MARKED BY A MAG NAIL, BEARS NORTH 89°41'16" WEST, A DISTANCE OF 2638.94 FEET;

THENCE NORTH 89°41'16" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1772.12 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°18'44" EAST, A DISTANCE OF 1396.86 FEET TO THE EAST RIGHT OF WAY LINE OF 173RD AVENUE AND THE **POINT OF BEGINNING**, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE EASTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 70°31'55" EAST, A RADIAL DISTANCE OF 970.00 FEET;

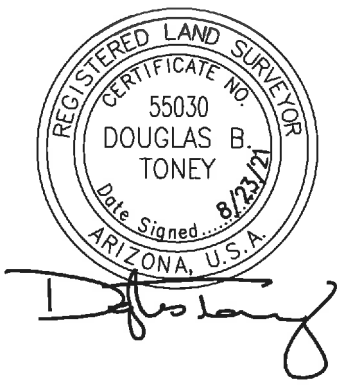
THENCE NORTHERLY ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°17'18", AN ARC DISTANCE OF 157.25 FEET TO A POINT OF TANGENCY;

THENCE NORTH 28°45'24" EAST, ALONG SAID RIGHT OF WAY,
A DISTANCE OF 228.86 FEET;

THENCE SOUTH 89°42'10" EAST, A DISTANCE OF 9.10 FEET;

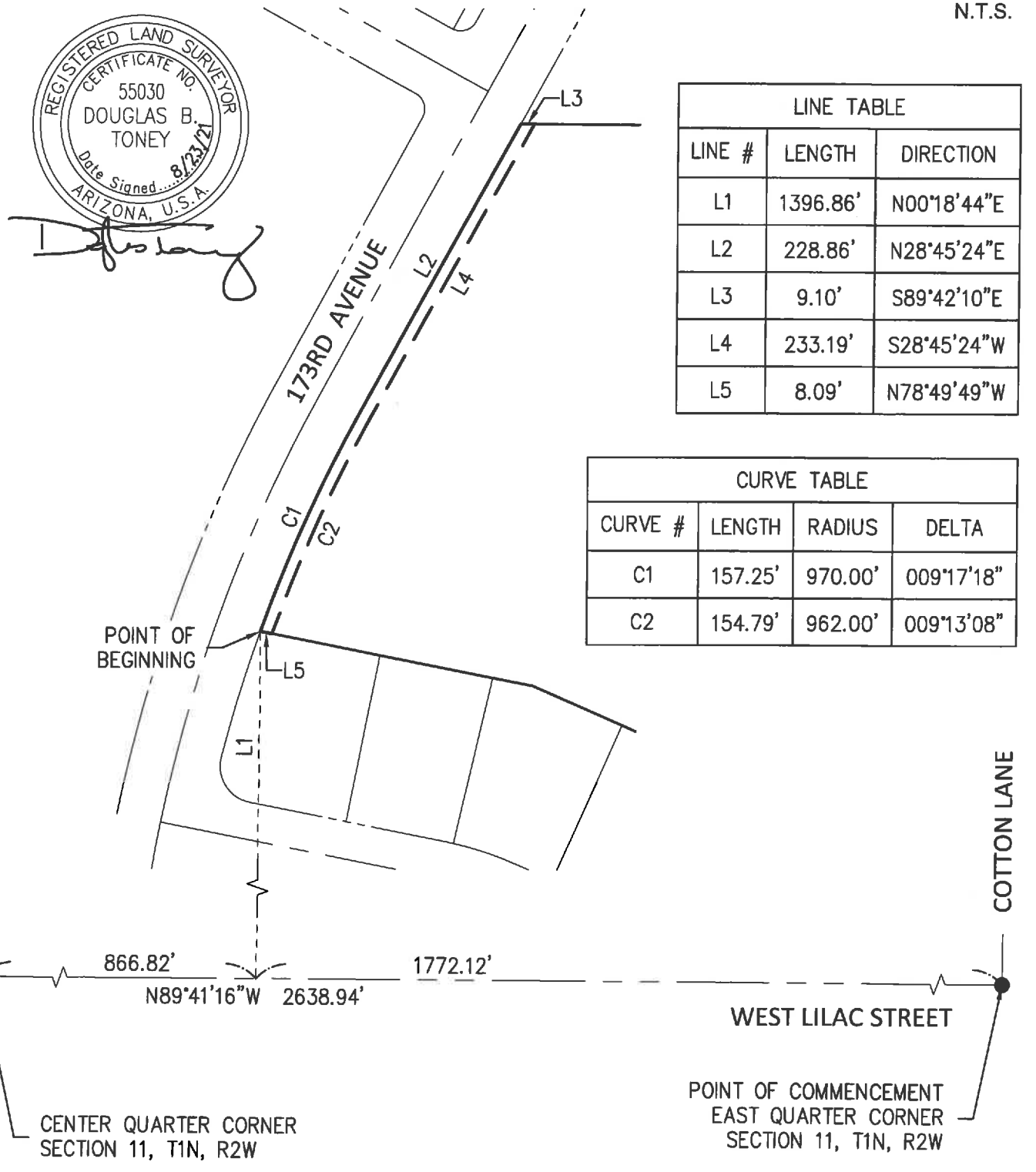
THENCE SOUTH 28°45'24" WEST, A DISTANCE OF 233.19 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS OF 962.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°13'08", AN ARC DISTANCE OF 154.79 FEET;



THENCE NORTH 78°49'49" WEST, A DISTANCE OF 8.09 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,096 SQ.FT. OR 0.0711 ACRES, MORE OR LESS.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	1396.86'	N00°18'44"E
L2	228.86'	N28°45'24"E
L3	9.10'	S89°42'10"E
L4	233.19'	S28°45'24"W
L5	8.09'	N78°49'49"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	157.25'	970.00'	009°17'18"
C2	154.79'	962.00'	009°13'08"

SHEET 1 OF 1

DATE: 8/23/21

EXHIBIT
PUBLIC UTILITIES EASEMENT

BY: DT | CHK: | QC:

BCG PROJECT NO: 050605-01 TASK: 014
CLIENT REF NO:

Bowman CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

ITEM #: 12.
DATE: 01/10/2022
AI #:615

CITY COUNCIL ACTION REPORT

SUBJECT: RATIFICATION OF ACCEPTANCE OF A TEMPORARY DRAINAGE EASEMENT FOR THE AVION AT BALLPARK VILLAGE DEVELOPMENT

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

SUMMARY

Request to ratify the acceptance of the Temporary Drainage Easement Agreement, which is needed for the development of Avion at Ballpark Village, located at the corner of Elwood Street and Estrella Parkway.

Recommendation

Ratify the acceptance of the Temporary Drainage Easement Agreement. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no fiscal impact to the city in the fiscal year 2022 or future years related to the acceptance of this easement.

BACKGROUND AND PREVIOUS ACTIONS

Avion at Ballpark Village is an approximate 154 acre planned area development located at the southwest corner of Lower Buckeye Road and Estrella Parkway (the “Avion Property”). On October 26, 2020, the City Council adopted Ordinance No. 2020-1480 conditionally rezoning approximately 154 acres to the PAD zoning district with the adoption of the Avion at Ballpark Village Planned Area Development, and on March 22, 2021, council approved a Preliminary Plat for Avion at Ballpark Village subject to stipulations. One of the conditions in both Ordinance No. 2020-1480 and the stipulations of approval for the Preliminary Plat required the construction of street improvements along the section of Estrella Parkway along the frontage of the Avion Property and the dedication of all easements required for the construction of required infrastructure. As part of the construction of the street improvements, drainage easements are needed to accept the stormwater run-off from the sections of the streets that are to be constructed.

As of the date the Temporary Drainage Easement Agreement was accepted by the City Manager on behalf of the city, the Avion Property consisted of five (5) parcels owned by different entities all controlled by Communities Southwest Inc, an Arizona corporation (“CSW”). CSW is in the process of subdividing portions of the Avion Property, and two final

plats are being presented tonight as separate council items subdividing portions of the Avion Property, the Avion at Ballpark Village-Phase IA Final Plat and the Avion at Ballpark Village-Phase IB Final Plat (“Final Plats”). The property subject to these final plats is being sold.

The pending sale will impact the ownership of the easement area included in the attached Temporary Drainage Easement. CSW wanted the Temporary Drainage Easement Agreement in place prior to the closing of the pending sale, which is currently scheduled for December 20, 2021. Because there are no council meetings scheduled until January, CSW asked that the Temporary Drainage Easement Agreement be accepted and recorded before the closing of the pending sale. This would allow CSW to execute the Temporary Drainage Easement Agreement on behalf of all the current owners rather than having to re-do the easement after the sale.

CSW has informed staff that the new owner is aware that the easement will be recorded and impact the property being acquired in the sale. The form of the easement agreement is consistent with requirements for temporary drainage easements. The location of the easement area is consistent with the construction plans approved for the construction of the Estrella Parkway. Accordingly, to facilitate the development of the property subject to the Final Plats, the City Manager accepted the Temporary Drainage Easement Agreement on behalf of the City. The easement was recorded on December 16, 2021, as document No. 2021-1332814 in the official records of the Maricopa County recorder.

STAFF ANALYSIS

Staff recommends the ratification of the City Manager’s acceptance of the Temporary Drainage Easement Agreement attached hereto because the form of easement is consistent with requirements for temporary drainage easements, and the location of the easement area is consistent with construction plans approved for the construction of Estrella Parkway and the entity purchasing the property will be aware of the easement prior to closing.

Attachments

Temporary Drainage Easement

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20211332814 12/16/2021 02:13
ELECTRONIC RECORDING

AvionEasement-19-1-1--
esquivela

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) (2)

TEMPORARY DRAINAGE EASEMENT AGREEMENT
(Avion at Ballpark Village Phase 1)

This Temporary Drainage Easement Agreement (Avion at Ballpark Village Phase 1) (this "Agreement") is entered into as of Dec. 15, 2021 by and between GY160 Land Sub 3 LLC, an Arizona limited liability company; GY160 Land Sub 4 LLC, an Arizona limited liability company; GY160 Land Sub 5 LLC, an Arizona limited liability company; Avion at Ballpark Village Community Association, an Arizona non-profit corporation ("Association"); and the City of Goodyear, an Arizona municipal corporation (the "City").

RECITALS

A. GY160 Land Sub 3 LLC, an Arizona limited liability company ("Sub 3"), is the owner of the real property described in Exhibit "A" (the "Sub 3 Property"); and

B. GY160 Land Sub 4 LLC, an Arizona limited liability company ("Sub 4"), is the owner of the real property described in Exhibit "B" (the "Sub 4 Property"); and

C. GY160 Land Sub 5 LLC, an Arizona limited liability company ("Sub 5"), is the owner of the real property described in Exhibit "C" (the "Sub 5 Property"); and

D. In connection with the construction of sections of Elwood Street and Estrella Parkway, Sub 3, Sub 4 and Sub 5 have agreed to provide non-exclusive, temporary drainage easements within their respective portions of the Easement Area to accommodate storm water run-off from the sections of Elwood Street and Estrella Parkway being improved; and

E. A Final Drainage Report for Avion at Ballpark Village Phase 1A (City HTE Number 21-2511 and Avion at Ballpark Village Grading Plans Phase 1A (City HTE Number 21-2511) have been submitted identifying the volume of storm water run-off that will result from the improvements to Elwood Street and Estrella Parkway and the drainage improvements to be constructed within the Easement Area to manage storm water flows from the sections of Elwood Street and Estrella Parkway being constructed; and

F. This Agreement is being entered into to provide for the use of the Easement Area for the receipt, retention, conveyance, and disposal of storm water flows and for the maintenance, repair and replacement of the Avion at Ballpark Village Phase 1 Drainage Improvements that are to be constructed pursuant to the Approved Plans, all as defined below.

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. Approved Plans means the Final Drainage Report for Avion at Ballpark Village Phase 1A (City HTE Number 21-2511) and Avion at Ballpark Village Grading Plans Phase 1A (City HTE Number 21-2511) as approved by the City Engineer or his designee, copies of which are on file with the City.

b. Avion at Ballpark Village Phase 1 Drainage Improvements means the improvements identified in the Approved Plans that are to be constructed within the Easement Area, including but not limited to, retention/detention areas, catch basins, scuppers, drainage pipes, headwalls and all other drainage facilities identified in the Approved Plans that, upon construction, will accept, convey and dispose of storm water flows identified in the Approved Plans.

c. Easement Area means the Sub 3 Property, the Sub 4 Property and the Sub 5 Property collectively.

d. Grantor means individually, Sub 3, Sub 4 or Sub 5 as the context requires.

e. Grantors means collectively, Sub 3, Sub 4 and Sub 5.

f. Grantors' Successors and Assigns means all future owners of all or a part of the Easement Area.

g. Maintenance Obligations means all of the obligations set forth in Section 5.

h. Parties means Sub 3, Sub 4, Sub 5, Association and the City.

2. GRANT OF EASEMENT. Subject to the terms of this Agreement and for the uses described herein: Sub 3 grants and conveys to the City a non-exclusive temporary drainage easement on, over, across and under the Sub 3 Property; Sub 4 grants and conveys to the City a non-exclusive temporary drainage easement on, over, across and under the Sub 4 Property; and Sub 5 grants and conveys to the City a non-exclusive temporary drainage easement on, over, across and under the Sub 5 Property (collectively the "Easement").

3. EASEMENT USES. The Easement granted herein is granted for the following uses: (i) the receipt, acceptance, retention, diversion, conveyance and disposal of the storm water flows generated from Elwood Street and Estrella Parkway as reflected in the Approved Plans; and (ii) if necessary in connection with the exercise of the City's rights under Section 6 below, entry upon the Easement Area in connection with the maintenance, repair and/or replacement of the Avion at Ballpark Village Phase 1 Drainage Improvements by the City and its employees, representatives, agents, contractors, subcontractors and their respective employees (collectively, "Permittees"). The City shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement for the purposes herein described.

4. RESERVATION AND LIMITATIONS ON GRANTORS' USE. The City's right to use the Easement Area is non-exclusive, and Grantors retain the right at all times to use, lease, maintain, develop and improve the Easement Area for any purpose that is not inconsistent with this Agreement and the Easement granted herein; provided, however, Grantors' use of the Easement Area shall not impair the receipt, acceptance, retention, diversion, conveyance and disposal of storm water flows as described in Section 3 above or the maintenance, repair, replacement and operation of the Avion at Ballpark Village Phase 1 Drainage Improvements. Unless approved by the City Engineer or his/her designee in writing, no building, structure or other above ground improvements other than the Avion at Ballpark Village Phase 1 Drainage Improvements shall be constructed within the Easement Area, and no other improvements, including landscaping, shall be constructed within the Easement Area if such improvements would impede the flow of water over, under, or through the Easement Area or materially reduce the retention capacity of the Easement Area. Following the completion of Avion at Ballpark Village Phase 1 Drainage Improvements, Grantors shall not obstruct or alter any of the Avion at Ballpark Village Phase 1 Drainage Improvements without the City's prior written consent, not to be unreasonably withheld, conditioned or delayed.

5. MAINTENANCE OBLIGATIONS. Association shall be responsible for the maintenance, repair and replacement of all Avion at Ballpark Village Phase 1 Drainage Improvements, including keeping underground pipes free of all obstructions and debris. Association shall maintain the Avion at Ballpark Village Phase 1 Drainage Improvements in good condition and in accordance with the Approved Plans. Association shall maintain, inspect, repair and replace the Avion at Ballpark Village Phase 1 Drainage Improvements as necessary to: maintain their storm-water carrying and storage capacity; prevent erosion; and prevent any refuse, debris, sediment, vegetation, or other obstruction from accumulating in the Avion at Ballpark Village Phase 1 Drainage Improvements, including in underground pipes.

6. CITY'S MAINTENANCE RIGHTS. The City is not obligated to perform any of the Maintenance Obligations, but, if in the reasonable opinion of the City Engineer, the City's Director of Public Works, and/or their respective designees, Association has failed to adequately perform any or all of the Maintenance Obligations, the City may undertake all or part of the Maintenance Obligations and Grantors[1] and the Association shall be jointly and severally liable for the costs incurred by the City in performing any Maintenance Obligations. If the City undertakes all or part of the Maintenance Obligations, Association shall reimburse the City for the actual costs the City incurred in doing so within thirty (30) days of Association's receipt of an invoice from the City. If Association fails to reimburse the City as provided herein, the City shall submit to Grantors an invoice for the actual costs the City incurred in performing the Maintenance Obligations and Grantors shall remit the invoiced amount to the City within thirty (30) days of Grantors' receipt of the invoice. Notwithstanding anything to the contrary, however, if any mechanic's, construction or other liens are created or filed against the Easement Area by reason of labor performed or materials furnished in connection with the City's exercise of its rights and performance of the Maintenance Obligations under this Agreement, the City shall, upon demand by Grantors, at the City's sole cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed following the City's receipt of the reimbursements owed hereunder.

7. INDEMNIFICATION. Association shall, to the fullest extent permitted by law,

indemnify, defend, save, and hold harmless the City and its elected officials, directors, officers, employees, agents and representatives (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation, and litigation hereinafter referred to as "Claims") for bodily injury, personal injury (including death), and loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by Association's failure to perform Association's Maintenance Obligations and by the negligent or willful acts or omissions of Grantors and its owners, officers, directors, agents, employees, agents, representatives, contractors or subcontractors in the construction of the Avion at Ballpark Village Phase 1 Drainage Improvements and by the negligent or willful acts or omissions of Association in the performance of Association's Maintenance Obligations. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Association to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitees, be indemnified by Association from and against any and all Claims. It is agreed that Association will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Association agrees, to the fullest extent permitted by law, to waive all rights of subrogation against the Indemnitees for Claims subject to indemnification hereunder.

8. EASEMENT EFFECTIVE DATE. The Easement granted herein shall commence on the date this Agreement is recorded in the official records of Maricopa County, Arizona and shall continue in effect until it is terminated as provided in Section 9 of this Agreement.

9. TERMINATION. This Agreement and the Easement granted herein shall remain in effect until permanent drainage improvements that will accommodate 100% of the storm water that the Avion at Ballpark Village Phase 1 Drainage Improvements to be installed within the Easement Area were designed to accept have been constructed and the City has been provided a permanent drainage easement(s) for the permanent drainage improvements. Upon the completion of the permanent drainage improvements described herein, the recordation of a permanent drainage easement in a form provided by the City Attorney or his designee, and the City's receipt of a written request from the then owner(s) of the Easement Area, the City Manager shall execute documentation to terminate this Agreement of record.

10. COVENANT RUNS WITH THE LAND. This Agreement and the Easement conveyed herein runs with the land and is binding upon Grantors and all successors and assigns in interest or title to all or part of the Easement Area. The provisions of this Agreement are not intended to and do not constitute a dedication for public use of the Easement Area.

11. CANCELLATION BY THE CITY. This Agreement may be cancelled by the City pursuant to Arizona Revised Statutes Section 38-511.

12. NOTICES. All notices to be given by either Party to the other shall be in writing and shall be served by personal delivery, a nationally recognized overnight courier, or by depositing such notice with the United States Postal Service, certified, return receipt requested, postage prepaid, addressed and delivered to the Party that is to receive the notice at the addresses set forth herein or at such other address as may be indicated by one Party to the other Party by written notice. Notices sent by personal delivery or by a nationally recognized overnight courier

as set forth above shall be deemed to have been delivered on the date of delivery or on that date after delivery is refused. Notices sent by certified mail shall be deemed to have been delivered upon the third (3rd) business day following the day on which such notice is deposited for delivery in any United States Postal Service mail box or branch office, as evidenced by postmark. If either Party refuses delivery or fails to receive any notice because such Party failed to advise the other Party of a change of address, such Party shall not be relieved of any obligations under this Agreement.

Notices to City:	City of Goodyear Attention: Legal Department 190 North Litchfield Road Goodyear, Arizona 85338
Notices to Grantors:	GY160 Land Sub 3 LLC GY160 Land Sub 4 LLC GY160 Land Sub 5 LLC c/o Communities Southwest, Inc. Attention: Mike Kern 7001 N. Scottsdale Road, Suite 1015 Scottsdale, Arizona 85253
Notices to Association:	Avion at Ballpark Village Community Association c/o AAM, LLC Attn: Amanda Shaw 1600 W. Broadway, Suite 200 Tempe, AZ 85252

Signatures, Acknowledgements and Exhibits on Following Pages

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in the manner appropriate for each.

GY160 Land Sub 3, LLC,
an Arizona limited liability company

By: GY160 CSW LLC, an Arizona limited liability company
Its: Manager

By: Communities Southwest, Inc., an Arizona corporation
Its: Manager

By: _____
Michael Kern, President

By: _____
Greg Lehmann, Vice-President

State of Arizona)
) ss.
County of Maricopa)

This Temporary Drainage Easement Agreement (Avion at Ballpark Village Phase 1) was acknowledged before me this 14th day of December, 2021 by Michael Kern and Greg Lehmann, the President and Vice-President respectively of Communities Southwest, Inc., an Arizona corporation as Manager of GY160 CSW LLC, an Arizona limited liability company, as Manager of GY160 Land Sub 3, LLC, an Arizona limited liability company, for and on behalf thereof.

My Commission Expires: 10/16/24

_____
Notary Public

ANGELA MCCRACKEN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 590176
Expires October 16, 2024

Signatures, Acknowledgements and Exhibits Continued on Following Pages

GY160 Land Sub 4, LLC,
an Arizona limited liability company

By: GY160 CSW LLC, an Arizona limited liability company
Its: Manager

By: Communities Southwest, Inc., an Arizona corporation
Its: Manager

By: _____
Michael Kern, President

By: _____
Greg Lehmann, Vice-President

State of Arizona)
) ss.
County of Maricopa)

This Temporary Drainage Easement Agreement (Avion at Ballpark Village Phase 1) was acknowledged before me this 14th day of December, 2021 by Michael Kern and Greg Lehmann, the President and Vice-President respectively of Communities Southwest, Inc., an Arizona corporation as Manager of GY160 CSW LLC, an Arizona limited liability company, as Manager of GY160 Land Sub 4, LLC, an Arizona limited liability company, for and on behalf thereof.

My Commission Expires:

10/14/24

_____
Notary Public

ANGELA MCCRACKEN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 590176
Expires October 16, 2024

Signatures, Acknowledgements and Exhibits Continued on Following Pages

GY160 Land Sub 5, LLC,
an Arizona limited liability company

By: GY160 CSW LLC, an Arizona limited liability company
Its: Manager

By: Communities Southwest, Inc., an Arizona corporation
Its: Manager

By: _____
Michael Kern, President

By: _____
Greg Lehmann, Vice-President

State of Arizona)
) ss.
County of Maricopa)

This Temporary Drainage Easement Agreement (Avion at Ballpark Village Phase 1) was acknowledged before me this 14th day of December, 2021 by Michael Kern and Greg Lehmann, the President and Vice-President respectively of Communities Southwest, Inc., an Arizona corporation as Manager of GY160 CSW LLC, an Arizona limited liability company, as Manager of GY160 Land Sub 5, LLC, an Arizona limited liability company, for and on behalf thereof.

My Commission Expires:

10-16-24

_____
Notary Public

ANGELA MCCRACKEN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 590176
Expires October 16, 2024

Signatures, Acknowledgements and Exhibits Continued on Following Pages

Avion at Ballpark Village Community Association,
an Arizona non-profit corporation

By: _____
Name: GREG LEHMANN
Its: PRESIDENT

State of Arizona)
) ss.
County of Maricopa)

This Temporary Drainage Easement Agreement (Avion at Ballpark Village Phase 1) was acknowledged before me this 14th day of December, 2021 by Greg Lehmann the President of Avion at Ballpark Village Community Association, an Arizona non-profit corporation, for and on behalf thereof.

My Commission Expires:

10-16-24

_____
Notary Public

ANGELA MCCRACKEN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 590176
Expires October 16, 2024

Signatures, Acknowledgements and Exhibits Continued on Following Pages

City of Goodyear,
an Arizona municipal corporation

By: _____
Julie Karins
City Manager

State of Arizona)
) ss.
County of Maricopa)

This Temporary Drainage Easement Agreement (Avion at Ballpark Village Phase 1) was acknowledged before me this 15th day of December, 2021 by Julie Karins, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said City of Goodyear.

My Commission Expires:

9/30/2021

_____
Notary Public

CYNTHIA MASON
Notary Public, State of Arizona
Maricopa County
Commission # 592616
My Commission Expires
September 30, 2024

Exhibits on Following Pages

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUB 3 PROPERTY

[*see attached*]

Bowman
CONSULTING

November 15, 2021
Project # 090568-02-001

LEGAL DESCRIPTION
TEMPORARY DRAINAGE EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 00°07'05" EAST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE NORTH 89°52'03" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1379.17 FEET TO A POINT;

THENCE NORTH 00°07'57" EAST, A DISTANCE OF 55.00 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER, SAID POINT BEING THE **POINT OF BEGINNING**;

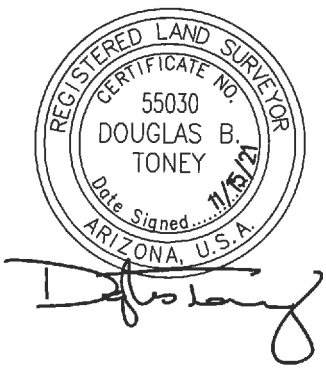
THENCE CONTINUING NORTH 00°07'57" EAST, A DISTANCE OF 22.00 FEET;

THENCE SOUTH 89°52'03" EAST, A DISTANCE OF 1249.21 FEET;

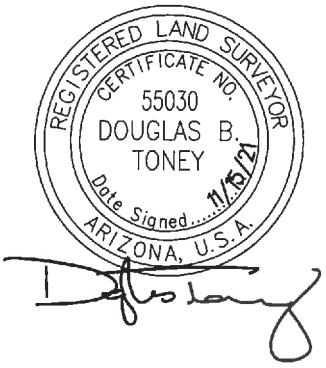
THENCE SOUTH 00°07'57" WEST, A DISTANCE OF 22.00 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1249.21 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 27,483 SQ.FT. OR 0.6309 ACRES, MORE OR LESS.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	55.00'	N00°07'57"E
L2	22.00'	N00°07'57"E
L3	1249.21'	S89°52'03"E
L4	22.00'	S00°07'57"W
L5	1249.21'	N89°52'03"W





NORTHEAST CORNER
SECTION 19, T1N, R1W
FOUND B.C.H.H.

ESTRELLA PARKWAY

N00°07'05"E 2661.38'
(BASIS OF BEARINGS)

75'

L2 POINT OF BEGINNING L3 L5 L4

L1 ELWOOD STREET 1379.17'

N89°52'03"W 2615.79'

55'

CENTER OF SECTION 19
NOTHING FOUND

POINT OF COMMENCEMENT
EAST QUARTER CORNER
SECTION 19, T1N, R1W
FOUND B.CH.H.

SHEET 1 OF 1	DATE: 11/15/21	EXHIBIT TEMPORARY DRAINAGE EASEMENT	
		BY: DT CHK: QC:	
		BCG PROJECT NO: 090568-01 TASK: 001 CLIENT REF NO:	

Bowman CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

EXHIBIT "B"

LEGAL DESCRIPTION OF THE SUB 4 PROPERTY

[*see attached*]

Bowman
CONSULTING

November 15, 2021
Project # 090568-02-001

LEGAL DESCRIPTION
TEMPORARY DRAINAGE EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 00°07'05" EAST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE NORTH 89°52'03" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1379.17 FEET TO A POINT;

THENCE NORTH 00°07'57" EAST, A DISTANCE OF 55.00 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE CONTINUING NORTH 00°07'57" EAST, A DISTANCE OF 22.00 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING NORTH 00°07'57" EAST, A DISTANCE OF 96.58 FEET;

THENCE SOUTH 82°19'37" EAST, A DISTANCE OF 202.53 FEET;

THENCE SOUTH 89°52'03" EAST, A DISTANCE OF 1028.35 FEET;

THENCE NORTH 00°07'05" EAST, A DISTANCE OF 620.47 FEET;

THENCE SOUTH 89°52'55" EAST, A DISTANCE OF 47.00 FEET;

THENCE SOUTH 00°07'05" WEST, A DISTANCE OF 661.54 FEET;

THENCE SOUTH 45°07'31" WEST, A DISTANCE OF 38.09 FEET;

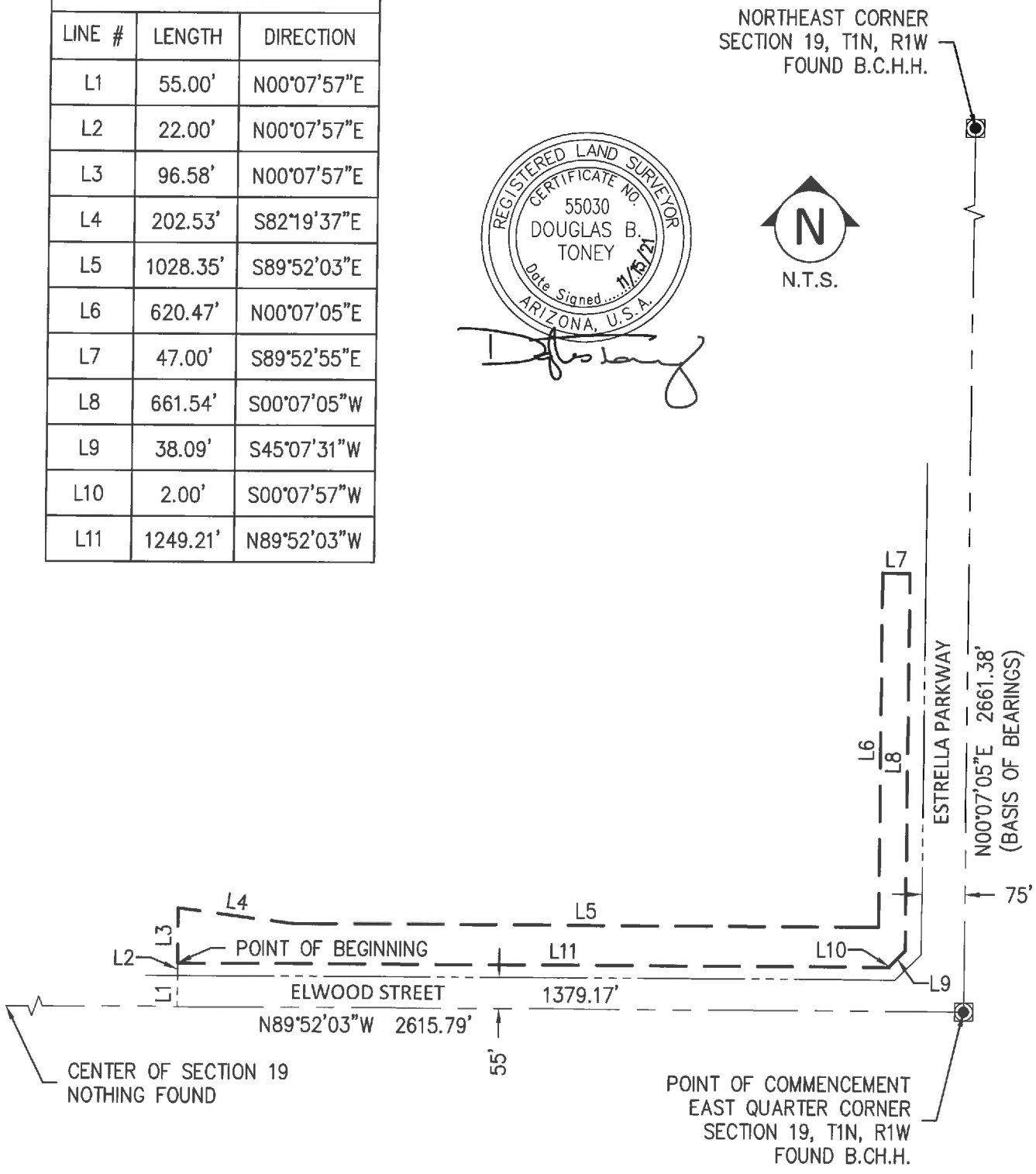
THENCE SOUTH 00°07'57" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 89°52'03" WEST, A DISTANCE OF 1249.21 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 120,744 SQ.FT. OR 2.7719 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 11/15/21
ARIZONA, U.S.A.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	55.00'	N00°07'57"E
L2	22.00'	N00°07'57"E
L3	96.58'	N00°07'57"E
L4	202.53'	S82°19'37"E
L5	1028.35'	S89°52'03"E
L6	620.47'	N00°07'05"E
L7	47.00'	S89°52'55"E
L8	661.54'	S00°07'05"W
L9	38.09'	S45°07'31"W
L10	2.00'	S00°07'57"W
L11	1249.21'	N89°52'03"W



SHEET 1 OF 1	DATE: 11/15/21	EXHIBIT TEMPORARY DRAINAGE EASEMENT	
		BY: DT | CHK: | QC:	
		BCG PROJECT NO: 090568-01 TASK: 001 CLIENT REF NO:	

Bowman CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

EXHIBIT "C"

LEGAL DESCRIPTION OF THE SUB 5 PROPERTY

[*see attached*]

Bowman
CONSULTING

November 15, 2021
Project # 090568-02-001

LEGAL DESCRIPTION
TEMPORARY DRAINAGE EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 00°07'05" EAST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE NORTH 89°52'03" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 129.96 FEET TO A POINT;

THENCE NORTH 00°07'57" EAST, A DISTANCE OF 55.00 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°07'57" EAST, A DISTANCE OF 24.00 FEET;

THENCE NORTH 45°07'31" EAST, A DISTANCE OF 38.09 FEET;

THENCE NORTH 00°07'05" EAST, A DISTANCE OF 661.54 FEET;

THENCE SOUTH 89°52'55" EAST, A DISTANCE OF 28.00 FEET TO THE WEST LINE OF THE EAST 75 FEET OF SAID NORTHEAST QUARTER;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 11/15/21
ARIZONA, U.S.A.

THENCE SOUTH 00°07'05" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.49 FEET;

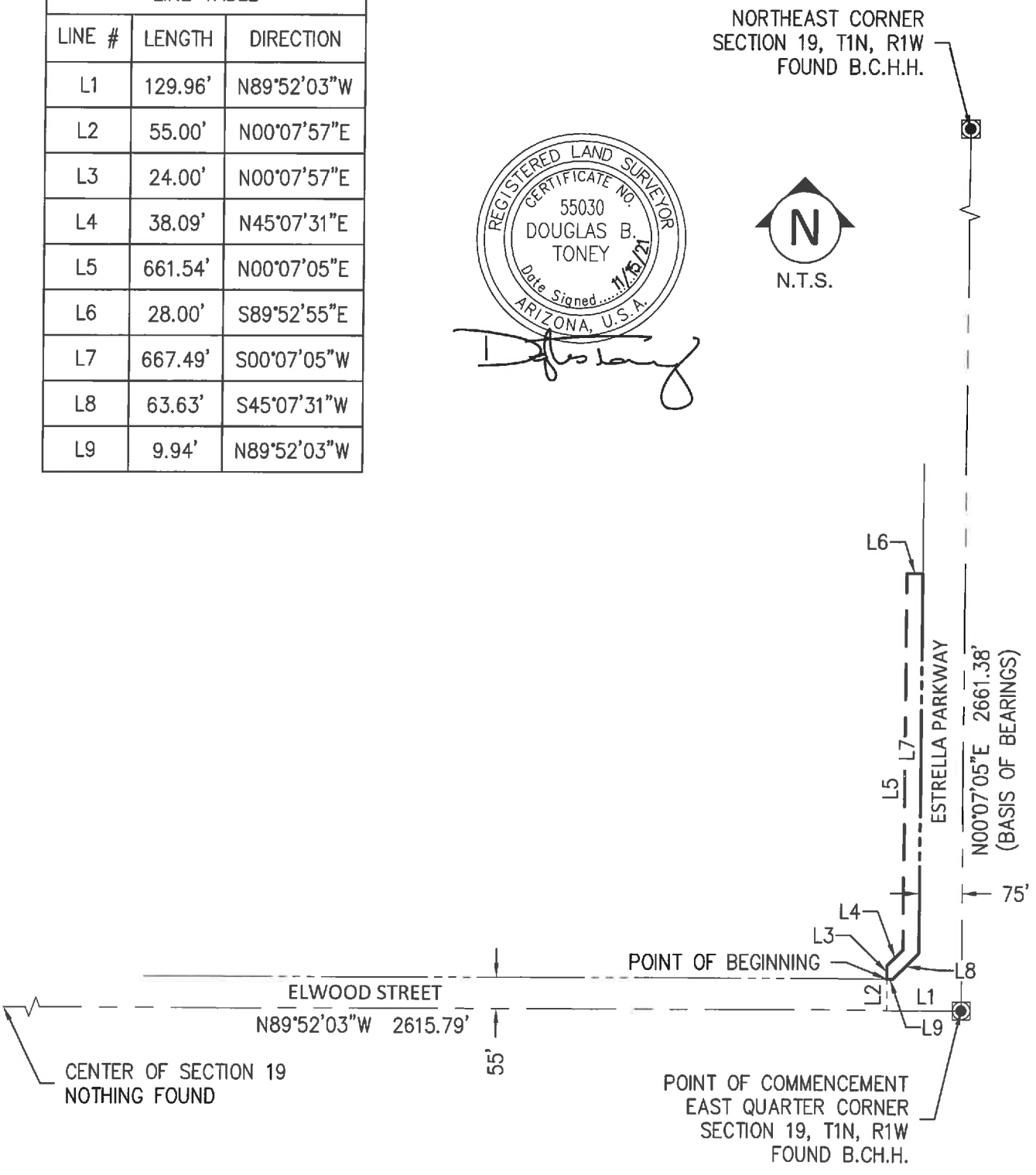
THENCE SOUTH 45°07'31" WEST, A DISTANCE OF 63.63 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 9.94 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 19,946 SQ.FT. OR 0.4579 ACRES, MORE OR LESS.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	129.96'	N89°52'03"W
L2	55.00'	N00°07'57"E
L3	24.00'	N00°07'57"E
L4	38.09'	N45°07'31"E
L5	661.54'	N00°07'05"E
L6	28.00'	S89°52'55"E
L7	667.49'	S00°07'05"W
L8	63.63'	S45°07'31"W
L9	9.94'	N89°52'03"W

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 11/15/21
ARIZONA, U.S.A.



SHEET 1 OF 1 | DATE: 11/15/21

EXHIBIT
TEMPORARY DRAINAGE EASEMENT

BY: DT | CHK: | QC:

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

ITEM #: 13.
DATE: 01/10/2022
AI #:611

CITY COUNCIL ACTION REPORT

SUBJECT: REPLAT PEBBLECREEK PHASE II UNIT 51, TRACT H

STAFF PRESENTER(S): Katie Wilken, Planning Manager

OTHER PRESENTER(S):
Jeff Uhrick, B&R Engineering

SUMMARY

A replat of Tract H of the Final Plat Pebblecreek Phase II Unit Fifty-One modifying boundaries of Tract H.

Recommendation

Approve the Replat Pebblecreek Phase II, Unit Fifty-One, Tract H subject to stipulations. (Katie Wilken, Planning Manager)

STIPULATIONS

1. Any technical corrections to the final plat required by the City Engineer shall be made prior to the recordation of the final plat.
2. Prior to recordation of the final plat, owner shall obtain signature from Liberty Utilities for Certification of Assured Water supply on the cover sheet 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 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. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The property was rezoned on August 24, 1998, with the second phase of the PebbleCreek Golf Resort (Ordinance Nos. 98-620 and 98-621). The PebbleCreek PAD zoning allows for residential development on this parcel.

The property subject to this replat was included in the Final Plat of PebbleCreek Phase II Unit Fifty One approved by Council on August 23, 2004, and recorded in Book 711, Page 46 of the Maricopa County Recorder. The replat is limited the replat of Tract H, which is an open space tract. This replat reduces the boundaries of Tract H and thus the amount of open space within PebbleCreek Phase II Unit Fifty-One. The area being removed from Tract H will be incorporated into a Replat of Pebblecreek Phase II Unit Fifty-Nine Lots 3-35 and Tract G to provide for additional lot depth for lots that are included within Unit 59. The Replat of Pebblecreek Phase II Unit Fifty-Nine Lots 3-35 and Tract is being processed concurrently with this replat.

STAFF ANALYSIS

Notwithstanding the reduction in the size of Tract H, the final plat substantially conforms to the approved preliminary plat and with the open space requirements in the PebbleCreek PAD zoning.

Attachments

Aerial Photo

Final Plat

Name of Map: Web Map

Description:



Name of Map:Re-Plats of Pebble Creek Phase II Units 59 and 51

REPLAT PEBBLECREEK PHASE II
UNIT FIFTY-ONE, TRACT 'H'

AS RECORDED IN BOOK 711, PAGE 46, M.C.R.
BEING A REPLAT OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 WEST, AND PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE EAST HALF OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 2 WEST, G.&S.R.M., CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA

DEDICATION:

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION (REDOMESTICATED FROM CALIFORNIA EFFECTIVE JULY 1, 2014) AS TRUSTEE OF ITS TRUST NO. 7854 HEREBY REPLATS UNDER THE NAME OF "REPLAT OF PEBBLECREEK PHASE II UNIT FIFTY-ONE, TRACT 'H'", A PORTION OF THE NORTHWEST QUARTER OF SECTION 31 TOWNSHIP 2 NORTH, RANGE 1 WEST, THE NORTHEAST QUARTER OF SECTION 36 AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA. TRUSTEE HEREBY DECLARES THAT THIS REPLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE TRACT CONSTITUTING REPLAT OF PEBBLECREEK PHASE II UNIT FIFTY-ONE, TRACT 'H' AND THAT EACH TRACT OF REPLAT OF PEBBLECREEK PHASE II UNIT FIFTY-ONE, TRACT 'H' SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME THAT IS SET FORTH ON THIS REPLAT.

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION (REDOMESTICATED FROM CALIFORNIA EFFECTIVE JULY 1, 2014) AS TRUSTEE UNDER TRUST NO. 7854, AND NOT PERSONALLY.

BY: _____
SIMIN BERRY, SENIOR TRUST OFFICER

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

ON THIS THE _____ DAY OF _____, 2021, THE UNDERSIGNED OFFICER, _____, AS SR. TRUST OFFICER FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION (REDOMESTICATED FROM CALIFORNIA EFFECTIVE JULY 1 2014) AS TRUSTEE UNDER TRUST NO. 7854, AND NOT PERSONALLY, APPEARED BEFORE ME AND BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING FOR THE PURPOSES HEREIN CONTAINED, UPON BEHALF OF THE CORPORATION, AS TRUSTEE

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

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF ASSURED WATER SUPPLY

REPLAT PEBBLECREEK PHASE II UNIT FIFTY-ONE, TRACT 'H' IS WITHIN THE SERVICE AREA OF LIBERTY UTILITIES. PEBBLECREEK HAS BEEN ISSUED A CERTIFICATE OF ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUB-SECTION A.

_____ _____
LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP. DATE

OWNER/TRUSTEE:

FIRST AMERICAN TITLE INSURANCE CO.
UNDER TRUST #7854
9000 EAST PIMA CENTER PARKWAY
SCOTTSDALE, ARIZONA 85258
PHONE: (602) 685-7033

DEVELOPER:

PEBBLECREEK PROPERTIES
LIMITED PARTNERSHIP
9532 E. RIGGS ROAD
SUN LAKES, ARIZONA 85248
PHONE:(480) 895-9200

ENGINEER:

B & R ENGINEERING INC.
9666 E. RIGGS ROAD SUITE 118
SUN LAKES, ARIZONA 85248
PHONE:(480) 895-0799

REPLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF_____ , 2021.

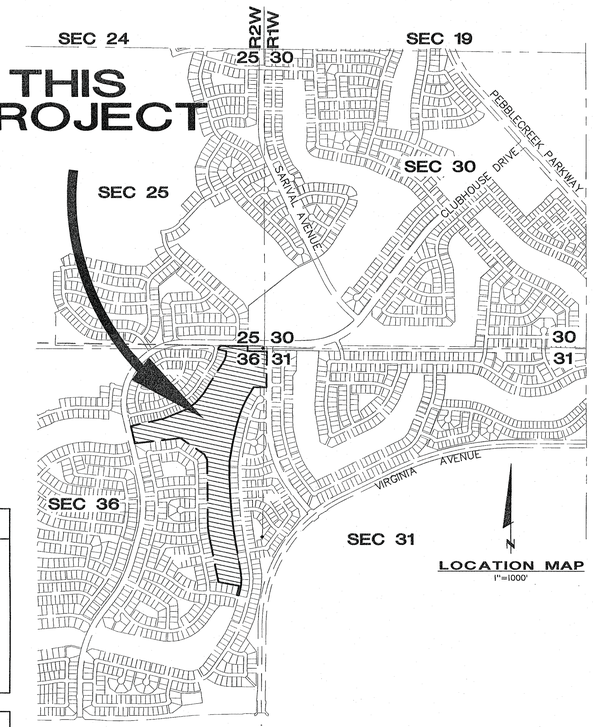
BY: _____
MAYOR (GEORGIA LORD)

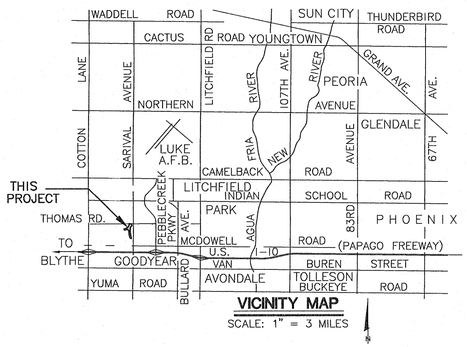
ATTEST: _____
CITY CLERK (DARCIE McCRACKEN)

REPLAT APPROVAL

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF_____ , 2021.

BY: _____
CITY ENGINEER (SUMEET MOHAN)





VICINITY MAP
SCALE: 1" = 3 MILES

GENERAL NOTES

1. GROSS AREA OF THIS REPLAT IS 41.83 ACRES.
2. TOTAL NUMBER OF TRACTS: 1
3. BASIS OF BEARINGS:
   THE BEARING OF NORTH 00°16'57" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 36, T2N, R2W, OF THE G & SRM. AS SHOWN ON THE MAP OF DEDICATION McDOWELL ROAD, BOOK 705 PAGE 39, M.C.R.
4. THERE SHALL BE A ONE FOOT, VEHICULAR NON-ACCESS EASEMENT (VNAE) IN LOCATIONS AS SHOWN ON THE PLAT.
5. A 1/2" IRON ROD WILL BE SET AND TAGGED WITH RLS #27744 AT ALL REPLATTED CORNERS.
6. TRACT 'H' IS FOR GOLF COURSE PURPOSES.
7. REPLAT OF PEBBLECREEK PHASE II UNIT FIFTY-ONE, TRACT 'H' IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHT AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE BASE AND/OR PHOENIX-GOODYEAR AIRPORT.
8. TRACT 'H' IS HEREBY DESIGNATED FOR GOLF COURSE PURPOSES, AND WILL BE OWNED AND MAINTAINED BY GOLF COURSE OWNER. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH THE STORMWATER MANAGEMENT ON THE PROPERTY.
9. 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. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, PAVING OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
10. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND, WITH EXCEPTION TO ANY 69KVA OR GREATER ELECTRICAL LINES.
11. REPLAT OF PEBBLECREEK PHASE II UNIT FIFTY-ONE, TRACT 'H' IS IN CLOSE PROXIMITY TO THE ARIZONA MOTORSPORTS PARK, GENERALLY LOCATED AT CAMELBACK AND REEMS ROADS, AND MAY BE SUBJECT TO NOISE INTRUSION.
12. REPLAT OF PEBBLECREEK PHASE II UNIT FIFTY-ONE, TRACT 'H' IS IN PROXIMITY TO I-10 AND THE 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.
13. RE-PLAT OF PEBBLECREEK PHASE II UNIT FIFTY-ONE, TRACT 'H' IS IN CLOSE PROXIMITY TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH USES.
14. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
15. MAINTENANCE OF ALL STREET LIGHTING AND LANDSCAPING IN COMMON AREA TRACTS SHALL BE THE RESPONSIBILITY OF PEBBLECREEK HOMEOWNERS ASSOCIATION UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT, AND/OR PUE.
16. BUILDING PERMITS FOR VERTICAL CONSTRUCTION SHALL NOT BE ISSUED UNTIL IMPROVEMENTS ENSURING ADEQUATE WATER, WASTEWATER AND EMERGENCY SERVICE FOR THE SUBDIVISION HAVE BEEN COMPLETED.
17. PER SECTION 25 OF THE 1998 PEBBLE CREEK DEVELOPMENT AGREEMENT, IF THE REQUIRED RETENTION BASINS DO NOT DRAIN WITHIN THE PRESCRIBED TIME FRAME, THEN PARTIES SHALL MUTUALLY AGREE UPON A SOLUTION, CONSIDERING ALL REASONABLE OPTIONS.

GROSS AREA OF REPLAT	41.83 AC
TOTAL NUMBER OF TRACTS	1

	DESCRIPTION OF AMENDED TRACT		
TRACT	USAGE	MAINTAINED/OWNER	AREA
H	GOLF COURSE/P.U.E. (AS SHOWN ON PLAT)	GOLF COURSE OWNER	41.83 AC.



CERTIFICATE OF SURVEYOR

I, WILLIE J. KATES, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP CONSISTING OF THREE SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST 2021 AND MEETS THE MINIMUM STANDARDS FOR AN ARIZONA LAND BOUNDARY SURVEY, THAT THE PLAT IS CORRECT AND ACCURATE THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE MONUMENTS DESCRIBED IN IT HAVE EITHER BEEN FOUND, SET OR WILL BE SET AS DESCRIBED, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

UTILITY COMPANIES

WATER _____ LIBERTY UTILITIES
WASTE WATER _____ LIBERTY UTILITIES
ELECTRIC _____ ARIZONA PUBLIC SERVICE
NATURAL GAS _____ SOUTHWEST GAS CO.
TELEPHONE _____ CENTURYLINK
CABLE TELEVISION _____ COX CABLE

C.O.G. #(21-52000028) DATE: 11/5/21

DESERT SKY SURVEYING, INC
A.L.T.A. AND TOPOGRAPHIC
SURVEYS-AERIAL MAPPING
G.I.S.-CONSTRUCTION LAYOUT
13845 E. VISTA VERDE, CHANDLER, AZ. 85249
PH 602-499-0884 FAX 480-883-4326

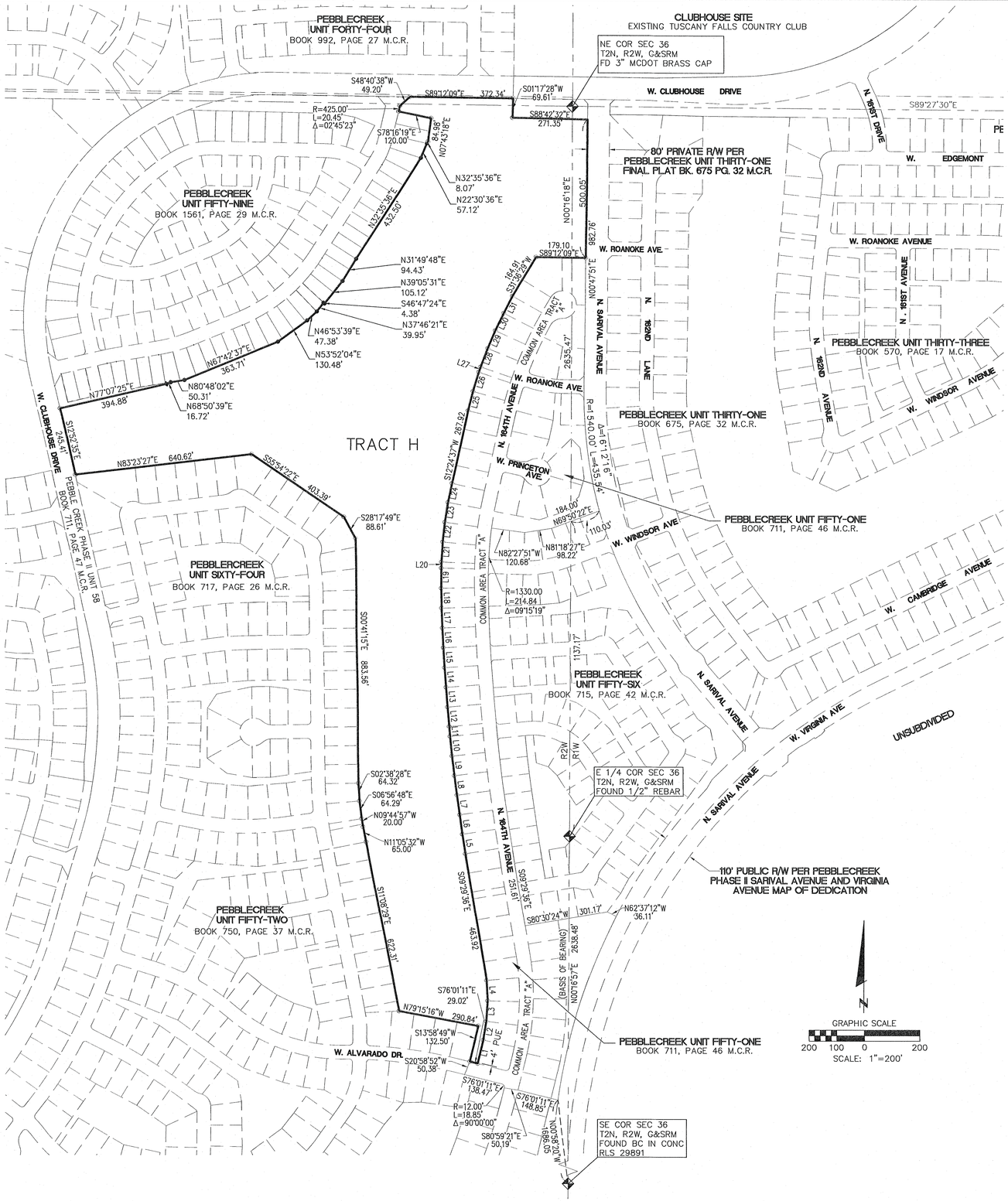
© 2021 DESERT SKY SURVEYING, INC.

PC 51 TRACT H RE-PLAT

G:\DWGS\PC\PC59A RE-PLAT\PC51 TRCT H REPLAT-00.DWG 11/5/2021 1:35 PM

REPLAT PEBBLECREEK PHASE II
UNIT FIFTY-ONE, TRACT 'H'

AS RECORDED IN BOOK 711, PAGE 46, M.C.R.
BEING A REPLAT OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 WEST, AND PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE EAST HALF OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 2 WEST, G.&S.R.M., CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA



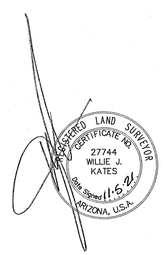
LEGEND

- ◆ INDICATES MONUMENT FOUND AS NOTED
- • INDICATES BOUNDARY MONUMENT SET 1/2" IRON BAR WITH TAG R.L.S. 27744, (UNLESS NOTED OTHERWISE)
- ○ INDICATES FOUND SURVEY MONUMENT 1/2" IRON BAR RLS 35869 OR 27744 (UNLESS NOTED OTHERWISE)
- ——— INDICATES REPLAT BOUNDARY

NOTES:

1. A 1/2" IRON ROD WILL BE SET AND TAGGED AT ALL REPLATED CORNERS.
2. REPLAT BOUNDARY CORNERS WILL BE SET AND TAGGED WITH A 1/2" IRON ROD AND TAGGED R.L.S. 27744

LINE TABLE		
LINE	LENGTH	BEARING
L1	87.50	S13°58'49"W
L2	68.68	N09°37'23"E
L3	73.82	S04°04'00"W
L4	74.10	S03°30'06"E
L5	71.11	N08°46'56"W
L6	71.11	S08°17'33"E
L7	71.11	S07°42'38"E
L8	71.11	S07°07'42"E
L9	71.11	S06°32'47"E
L10	71.11	S05°57'52"E
L11	35.61	S05°31'40"E
L12	71.11	S05°05'27"E
L13	71.11	S04°30'32"E
L14	71.44	S03°55'32"E
L15	72.12	S03°20'17"E
L16	71.44	S02°42'34"E
L17	71.44	S02°12'25"E
L18	71.44	S01°34'51"E
L19	73.27	S00°06'39"W
L20	21.74	S01°55'32"W
L21	72.53	S03°43'34"W
L22	72.38	S06°29'37"W
L23	72.45	S09°15'36"W
L24	70.36	S11°49'48"W
L25	72.27	S14°25'32"W
L26	73.11	S17°03'11"W
L27	20.00	S18°46'47"W
L28	70.68	S20°27'40"W
L29	69.92	S23°04'06"W
L30	69.92	S25°39'41"W
L31	69.95	S27°26'18"W



C.O.G. #(21-52000028) DATE: 11/5/21

DESERT SKY SURVEYING, INC
A.L.T.A. AND TOPOGRAPHIC
SURVEYS-AERIAL MAPPING
G.I.S.-CONSTRUCTION LAYOUT
13845 E. VISTA VERDE, CHANDLER, AZ. 85249
PH 602-499-0884 FAX 480-883-4326

© 2021 DESERT SKY SURVEYING, INC. PC 51 TRACT H RE-PLAT

G:\DWGS\PC\PC59A\RE-PLAT\PC51 TRCT H RE-PLAT-GOLDWG 11/5/2021 1:56 PM

ITEM #: 14.
DATE: 01/10/2022
AI #:612

CITY COUNCIL ACTION REPORT

SUBJECT: REPLAT OF PEBBLECREEK PHASE II UNIT FIFTY-NINE LOTS 3-35 AND TRACT 'G'

STAFF PRESENTER(S): Katie Wilken, Planning Manager

OTHER PRESENTER(S):
Jeff Uhrick, B&R Engineering

SUMMARY

A replat of Lots 3-35 and Tract G of the Final Plat PebbleCreek Phase II Unit Fifty-Nine reducing the size of Tract G and increasing the depth of Lots 3-35.

Recommendation

Approve the Replat of PebbleCreek Phase II Unit Fifty-Nine Lots 3-35 and Tract 'G' subject to stipulations. (Katie Wilken, Planning Manager)

STIPULATIONS

1. Any technical corrections to the final plat required by the City Engineer shall be made prior to the recordation of the final plat.
2. Prior to recordation of the final plat, owner shall obtain signature from Liberty Utilities for Certification of Assured Water supply on the cover sheet 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 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. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The property was rezoned on August 24, 1998, with the second phase of the PebbleCreek Golf Resort (Ordinance Nos. 98-620 and 98-621). The PebbleCreek PAD zoning allows for residential development on this parcel.

The preliminary plat for PebbleCreek Phase II Unit 59 was approved by the City Council on May 18, 2020. The property subject to this replat was included in the Final Plat PebbleCreek Phase II Unit Fifty-Nine approved by Council on October 26, 2020 and recorded in Book 1561, Page 29 of the Maricopa County Recorder. This replat is limited to Lots 3-35 and Tract G, which is an open space tract. This replat increases the depth of Lots 3-35 by 10' by reducing the size of Tract G and incorporating approximately 10 feet of property that was formerly included within Tract H of the Final Plat PebbleCreek Phase II Unit Fifty-One, which tract is being re-platted concurrently with this replat.

STAFF ANALYSIS

Notwithstanding the reduction in the size of Tract G and the increase in the depth of Lots 3-35, the final plat substantially conforms to the approved preliminary plat and with the open space requirements of the PebbleCreek PAD zoning.

Attachments

Aerial Photo

Final Plat

Name of Map: Web Map

Description:



Name of Map:Re-Plats of Pebble Creek Phase II Units 59 and 51

REPLAT PEBBLECREEK PHASE II
UNIT FIFTY-NINE LOTS 3-35 AND TRACT 'G'

AS RECORDED IN BOOK 1561, PAGE 29, M.C.R.
LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH,
RANGE 2 WEST OF THE G. & S.R.M., CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA

DEDICATION:

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION (REDOMESTICATED FROM CALIFORNIA EFFECTIVE JULY 1, 2014) AS TRUSTEE OF ITS TRUST NO. 7854 HEREBY SUBDIVIDES UNDER THE NAME OF "REPLAT OF PEBBLECREEK PHASE II UNIT FIFTY-NINE, LOTS 3-35 AND TRACT 'G'". A PORTION OF THE NORTHEAST QUARTER OF SECTION 36 TOWNSHIP 2 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA. TRUSTEE HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS AND EASEMENTS CONSTITUTING REPLAT OF PEBBLECREEK PHASE II UNIT FIFTY-NINE, LOTS 3-35 AND TRACT 'G' AND THAT EACH LOT, TRACT AND EASEMENT AND OTHER PORTION REPLAT OF PEBBLECREEK PHASE II UNIT FIFTY-NINE, LOTS 3-35 AND TRACT 'G' SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME THAT IS SET FORTH ON THIS REPLAT.

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION (REDOMESTICATED FROM CALIFORNIA EFFECTIVE JULY 1, 2014) AS TRUSTEE UNDER TRUST NO. 7854, AND NOT PERSONALLY.

BY:_____
SIMIN BERRY, SENIOR TRUST OFFICER

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

ON THIS THE _____ DAY OF _____, 2021, THE UNDERSIGNED OFFICER, _____, AS SR. TRUST OFFICER FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION (REDOMESTICATED FROM CALIFORNIA EFFECTIVE JULY 1 2014) AS TRUSTEE UNDER TRUST NO. 7854, AND NOT PERSONALLY, APPEARED BEFORE ME AND BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING FOR THE PURPOSES HEREIN CONTAINED, UPON BEHALF OF THE CORPORATION, AS TRUSTEE IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC:_____

MY COMMISSION EXPIRES:_____

LIEN HOLDER'S RATIFICATION

THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN DEED OF TRUST DATED FEBRUARY 27, 2018, AND RECORDED FEBRUAURY 28, 2018, IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AT DOCUMENT NO. 20180153214, AS AMENDED BY AMENDMENT TO DEED OF TRUST, DATED SEPTEMBER 30, 2019, AND RECORDED ON SEPTEMBER 30, 2019, IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AT DOCUMENT NO. 20190772731, ENCUMBERING THE PROPERTY, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS REPLAT OF PEBBLECREEK PHASE II UNIT 59 LOTS 3-35 AND TRACT 'G' AND DOES HEREBY SUBORDINATE THE LIEN OF THE DEED OF TRUST TO THE EASEMENTS DEDICATED AND GRANTED HEREIN AS SHOWN ON THIS REPLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING DEDICATED AND GRANTED AND SHALL NOT, IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 20190772731.

WESTERN ALLIANCE BANK,
AN ARIZONA CORPORATION

BY: _____

TITLE:_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, AND BEING AUTHORIZED SO TO DO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING RATIFICATION.

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

NOTARY PUBLIC:_____

MY COMMISSION EXPIRES:_____

CERTIFICATE OF ASSURED WATER SUPPLY

REPLAT PEBBLECREEK PHASE II UNIT FIFTY-NINE, LOTS 3-35 AND TRACT 'G' IS WITHIN THE SERVICE AREA OF LIBERTY UTILITIES. PEBBLECREEK HAS BEEN ISSUED A CERTIFICATE OF ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUB-SECTION A.

_____ _____
LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP. DATE

OWNER/TRUSTEE:

FIRST AMERICAN TITLE INSURANCE CO.
UNDER TRUST #7854
9000 EAST PIMA CENTER PARKWAY
SCOTTSDALE, ARIZONA 85258
PHONE: (602) 685-7033

DEVELOPER:

PEBBLECREEK PROPERTIES
LIMITED PARTNERSHIP
9532 E. RIGGS ROAD
SUN LAKES, ARIZONA 85248
PHONE:(480) 895-9200

ENGINEER:

B & R ENGINEERING INC.
9666 E. RIGGS ROAD SUITE 118
SUN LAKES, ARIZONA 85248
PHONE:(480) 895-0799

REPLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF_____, 2021.

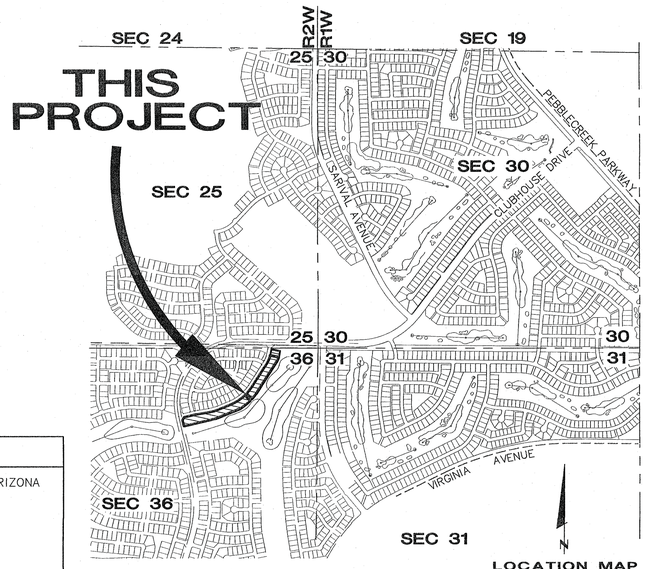
BY: _____
MAYOR (GEORGIA LORD)

ATTEST:_____
CITY CLERK (DARCIE McCRACKEN)

REPLAT APPROVAL

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF_____, 2021.

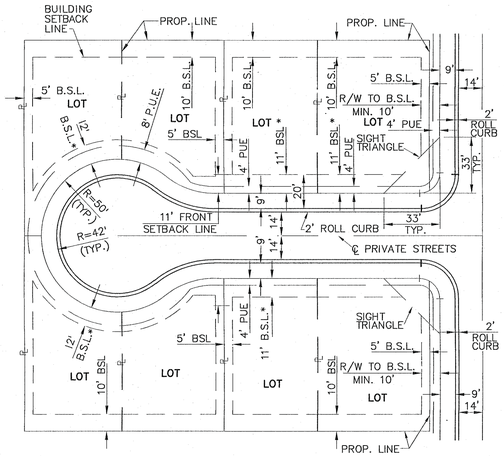
BY:_____
CITY ENGINEER (SUMEET MOHAN)



LOCATION MAP
1"=1000'

GROSS AREA OF REPLAT	4.08 AC
TOTAL NUMBER OF REPLATTED LOTS	33

	DESCRIPTION OF AMENDED TRACT		
TRACT	USAGE	MAINTAINED/OWNER	AREA
G	DRAINAGE/OPEN SPACE/P.U.E. (AS SHOWN ON PLAT)	PEBBLECREEK GOLF RESORT HOA NO. I, INC.	0.28 AC.



TYPICAL LOTS "VILLA SERIES HOMES"

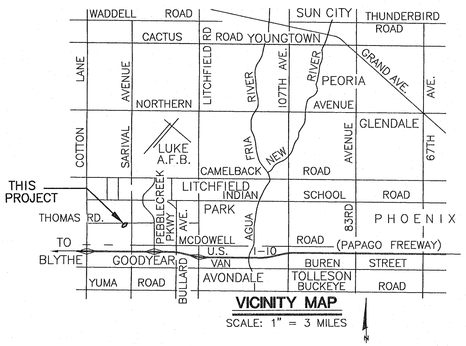
WITH PUBLIC UTILITY EASEMENTS AND MINIMUM BUILDING SETBACKS

TYPICAL VILLA LOTS SHOWING SETBACK LINES AND PUBLIC UTILITY EASEMENTS (UNLESS OTHERWISE SHOWN)
MIN. FRONT YARD SETBACK = 11 FT.
MIN. STREET SIDE SETBACK = 10 FT. (MIN. TO R/W)
MIN. REAR YARD SETBACK = 10 FT.
MIN. SIDE YARD SETBACK = 5 FT.

NOTES

P.U.E. - INDICATES PUBLIC UTILITY EASEMENT
B.S.L. - INDICATES BUILDING SETBACK LINE
—— —— ZERO SETBACK LINE FOR DUPLEX LOTS

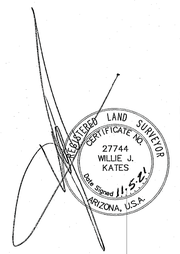
* FRONT YARD BUILDING SETBACKS TO BE INCREASED BY 5' ADJACENT TO SIDEWALKS BUILDING SETBACK LINE TO BE 12 FEET WITHIN THE CUL-DE-SAC TO ALLOW FOR A 20 FOOT DRIVEWAY.



VICINITY MAP
SCALE: 1" = 3 MILES

GENERAL NOTES

1. GROSS AREA OF THIS REPLAT IS 4.08 ACRES.
2. TOTAL NUMBER OF LOTS: 33
3. BASIS OF BEARINGS:
   THE BEARING OF NORTH 89°12'47" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25, T2N, R2W, OF THE G & SRM. AS SHOWN ON THE FINAL PLAT PEBBLECREEK PHASE II UNIT FORTY FOUR, BOOK 992 PAGE 27, M.C.R.
4. THERE SHALL BE A ONE FOOT, VEHICULAR NON-ACCESS EASEMENT (VNAE) IN LOCATIONS AS SHOWN ON THE REPLAT.
5. A FOUR-FOOT (4') PUBLIC UTILITY EASEMENT ADJACENT TO ALL STREETS WITHIN THE REPLATTED LOT AREAS IS DEDICATED HEREON.
6. A 1/2" IRON ROD WILL BE SET AND TAGGED WITH RLS #27744 AT ALL REPLATTED LOT CORNERS.
7. DWELLING UNITS LOCATED ON LOTS THAT FRONT A T-INTERSECTION SHALL BE CONFIGURED SO THAT THE NON-LIVABLE PORTIONS OF THE DWELLING FACE ONCOMING TRAFFIC. (UNIT FIFTY-NINE REPLAT - LOT 6).
8. RE-PLAT OF PEBBLECREEK PHASE II UNIT FIFTY-NINE, LOTS 3-35 AND TRACT 'G' IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHT AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE BASE AND/OR PHOENIX-GOODYEAR AIRPORT.
9. TRACT 'G', IS HEREBY DESIGNATED FOR DRAINAGE AND OPEN SPACE PURPOSES, AND WILL BE OWNED AND MAINTAINED BY PEBBLECREEK GOLF RESORT HOMEOWNERS ASSOCIATION NO. 1, INC. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH THE STORMWATER MANAGEMENT ON THE PROPERTY.
10. 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. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, PAVING OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
11. STRUCTURES AND LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GRANITE, GROUND COVER, AND FLOWERS LESS THAN 2 FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 6 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.
12. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND, WITH EXCEPTION TO ANY 69KVA OR GREATER ELECTRICAL LINES.
13. ALL SHADE STRUCTURES IN THE REAR YARD SHALL BE APPROVED BY THE PEBBLECREEK ARCHITECTURAL REVIEW COMMITTEE.
14. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.
15. RE-PLAT OF PEBBLECREEK PHASE II UNIT FIFTY-NINE, LOTS 3-35 AND TRACT 'G' IS IN CLOSE PROXIMITY TO THE ARIZONA MOTORSPORTS PARK, GENERALLY LOCATED AT CAMELBACK AND REEMS ROADS, AND MAY BE SUBJECT TO NOISE INTRUSION.
16. THE DEVELOPER 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. THIS DISPLAY SHALL INCLUDE A TWENTY-FOUR BY THIRTY-SIX INCH (24"X36") MAP AT THE SALES FACILITY, BE CLEARLY VISIBLE ON THE WALL 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.
17. BUILDING SETBACKS EXCEED THOSE APPROVED IN THE PEBBLECREEK PHASE II P.A.D. AGREEMENT. REFERENCE THE APPROVED P.A.D. AGREEMENT FOR MORE INFORMATION.
18. RE-PLAT OF PEBBLECREEK PHASE II UNIT FIFTY-NINE, LOTS 3-35 AND TRACT 'G' IS IN PROXIMITY TO I-10 AND THE 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.
19. RE-PLAT OF PEBBLECREEK PHASE II UNIT FIFTY-NINE, LOTS 3-35 AND TRACT 'G' IS IN CLOSE PROXIMITY TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH USES.
20. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
21. MAINTENANCE OF ALL STREET LIGHTING AND LANDSCAPING IN COMMON AREA TRACTS SHALL BE THE RESPONSIBILITY OF PEBBLECREEK HOMEOWNERS ASSOCIATION UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT, AND/OR PUE.
22. BUILDING PERMITS FOR VERTICAL CONSTRUCTION SHALL NOT BE ISSUED UNTIL IMPROVEMENTS ENSURING ADEQUATE WATER, WASTEWATER AND EMERGENCY SERVICE FOR THE SUBDIVISION HAVE BEEN COMPLETED.
23. ALL PUBLIC IMPROVEMENTS CONSTRUCTED BY THE DEVELOPER OR SUCCESSORS WITHIN THE CITY OF GOODYEAR RIGHT-OF-WAY OR EASEMENTS SHALL BE SUBJECT TO A WARRANTY PERIOD OF NOT LESS THAN TWO YEARS FROM THE ACCEPTANCE BY THE CITY ENGINEER.
24. PER SECTION 25 OF THE 1998 PEBBLE CREEK DEVELOPMENT AGREEMENT, IF THE REQUIRED RETENTION BASINS DO NOT DRAIN WITHIN THE PRESCRIBED TIME FRAME, THEN PARTIES SHALL MUTUALLY AGREE UPON A SOLUTION, CONSIDERING ALL REASONABLE OPTIONS.
25. OPEN SPACE IMPROVEMENTS AND ASSOCIATED AMENITIES LOCATED WITHIN A UNIT OF DEVELOPMENT SHALL BE SUBSTANTIALLY COMPLETED UPON ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR ANY SINGLE FAMILY DWELLING UNIT WITHIN THAT UNIT.



CERTIFICATE OF SURVEYOR

I, WILLIE J. KATES, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP CONSISTING OF THREE SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST 2021 AND MEETS THE MINIMUM STANDARDS FOR AN ARIZONA LAND BOUNDARY SURVEY, THAT THE PLAT IS CORRECT AND ACCURATE THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE MONUMENTS DESCRIBED IN IT HAVE EITHER BEEN FOUND, SET OR WILL BE SET AS DESCRIBED, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

UTILITY COMPANIES

WATER_____LIBERTY UTILITIES
WASTE WATER_____LIBERTY UTILITIES
ELECTRIC_____ARIZONA PUBLIC SERVICE
NATURAL GAS_____SOUTHWEST GAS CO.
TELEPHONE_____CENTURYLINK
CABLE TELEVISION_____COX CABLE

C.O.G. #(21-52000029) DATE: 11/5/21

DESERT SKY SURVEYING, INC
A.L.T.A. AND TOPOGRAPHIC
SURVEYS-AERIAL MAPPING
G.I.S.-CONSTRUCTION LAYOUT
13845 E. VISTA VERDE, CHANDLER, AZ. 85249
PH 602-499-0884 FAX 480-883-4326

© 2021 DESERT SKY SURVEYING, INC.

PC 59 RE-PLAT

G:\JOBS\PC59\A\RE-PLAT\PC59A REPLAT-SIGNING 11/5/2021 11:17 PM

NORTH 1/4 COR SEC. 36
T2N, R2W G&SRM
FD. 3" MCDOT ALUM. CAP

N89°12'47"W 2692.50' (BASIS OF BEARING)

NE COR SEC. 36
T2N, R2W G&SRM
FD. 3" MCDOT BRASS CAP

PEBBLECREEK PH. II
UNIT 60
BK 1392, PAGE 23
M.C.R.
(ZONING P.A.D.)

W. EDGEMONT AVENUE

N. 166TH DRIVE

PEBBLECREEK PH. II
UNIT 57
BK 1359, PAGE 4
M.C.R.
(ZONING P.A.D.)

W. CLUBHOUSE DRIVE

PEBBLECREEK PH. II
UNIT 58
BK 711, PAGE 47

PRIVATE R/W
BK 711, PG 47
80'

N35°02'38"W 1377.06'

TRACT H

PEBBLECREEK PH. II
UNIT 51
GOLF COURSE
TRACT H
BK 711, PAGE 46
M.C.R.
(ZONING P.A.D.)

N. 165TH DRIVE
TRACT A
PRIVATE STREET

W. ROANOKE AVENUE
TRACT A
PRIVATE STREET

W. EDGEMONT AVENUE
TRACT A
PRIVATE STREET

TRACT C

TRACT E

TRACT G

PEBBLECREEK PH. II
UNIT 59
BK 1561, PAGE 29
M.C.R.
(ZONING P.A.D.)

PER PEBBLE CREEK
PHASE II UNIT 59
(BOOK 1561, PAGE 29)

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 3

Δ=103°40'26"
L=1465.66' R=810.00'

L=630.91' R=674.00'
Δ=53°37'57"

L=512.24'

L=118.67'

S1°37'47"E
49.91'

L=84.56' R=250.00'
Δ=19°22'43"

Δ=38°52'47"
L=237.50' R=350.00'

N67°42'37"E 155.05'

S12°52'35"E 140.69'

N12°52'35"W 145.00'

S28°22'03"W 48.96'

S77°07'25"W 242.28'

S77°07'25"W 170.00'

S77°07'25"W 394.86'

S68°50'39"W 16.72'

S80°48'02"W 50.31'

S67°42'37"W 363.71'

S53°52'04"W 130.48'

N80°48'18"E 154.81'

Δ=13°05'41"
L=125.70' R=350.00'

L=131.41' R=575.00'

N67°42'37"E 189.57'

Δ=35°07'01"
L=367.74' R=600.00'

Δ=35°07'01"
L=383.07' R=625.00'

N35°20'40"W 106.86'

GRAPHIC SCALE
40' 20' 0 40'
SCALE: 1" = 40'

LEGEND

- INDICATES SECTION MONUMENT FOUND AS NOTED
- INDICATES BOUNDARY MONUMENT SET 1/2" IRON BAR WITH TAG R.L.S. 27744, (UNLESS NOTED OTHERWISE)
- INDICATES FOUND SURVEY MONUMENT 1/2" IRON BAR TAGGED R.L.S. 27744 OR 35869 (UNLESS NOTED OTHERWISE)
- INDICATES FOUND 3" BRASS SURVEY MONUMENT (UNLESS NOTED OTHERWISE)
- INDICATES SHEET MATCHLINE
- INDICATES STREET CENTERLINE
- INDICATES REPLAT BOUNDARY
- INDICATES SECTION LINE
- PUE 4' PUBLIC/PRIVATE UTILITY EASEMENT
- VNAE 1' VEHICULAR NON-ACCESS EASEMENT

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C6	3°40'53"	33.73'	525.00'
C7	3°40'53"	35.34'	550.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27744
WILLIE J.
KATES
Date Signed 11-5-21
ARIZONA, U.S.A.

REPLAT
FOR
PEBBLECREEK PHASE II
UNIT FIFTY-NINE, LOTS 3-35
AND TRACT 'G'

AS RECORDED IN BOOK 1561, PAGE 29, M.C.R.
IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA

C.O.G. #(21-52000029) DATE: 11/5/21

DESERT SKY SURVEYING, INC
A.L.T.A. AND TOPOGRAPHIC
SURVEYS-AERIAL MAPPING
G.I.S.-CONSTRUCTION LAYOUT
13845 E. VISTA VERDE, CHANDLER, AZ. 85249
PH 502-499-0884 FAX 480-883-4326

© 2021 DESERT SKY SURVEYING, INC. PC 59 RE-PLAT

C:\DWGS\PC\PC59A\RE-PLAT\PC59A REPLAT-02.DWG 11/5/2021 1:08 PM

P.O.C.
W. CLUBHOUSE DRIVE
Δ=103°40'26"
L=1465.66' R=810.00'
S89°12'47"E 2642.50'
NORTH ¼ COR SEC. 36
T2N, R2W G&SRM
FD. 3" MCDOT ALUM. CAP
165TH AVE
L=312.42'
1559.10'
MATCH LINE SEE SHEET 2
L=135.95' R=250.00'
Δ=31°09'23"
25' TRT
201.64'
N88°42'32"W 410.30'
N17°27'28"E 48.55'
PER PEBBLE CREEK PHASE I UNIT 59 (BOOK 1561, PAGE 29)
208.48'
N0°47'13"E 25.78'
85' PRIVATE R/W BK 711, PG 47
W. CLUBHOUSE DRIVE
PEBBLECREEK PH. II UNIT 58 BK 711, PAGE 47
379.46'
S89°12'09"E 495.64'
8' WIDE APS EASEMENT PER DOC#99-0788143
573.56'
PEBBLECREEK PH. II
UNIT 44
BK 992, PAGE 27
(ZONING P.A.D.)
Δ=66°25'09"
L=405.73' R=350.00'
W. LA REATA AVENUE
TRACT A
PRIVATE STREET
L=106.98' R=250.00'
Δ=37°18'08"
S57°24'24"E 41.83'
TRACT B
58.09'
L=40.02'
L=56.32' R=400.00'
Δ=13°48'01"
S48°40'38"W 49.20'
L=20.45' R=425.00'
Δ=2°45'23"
S78°16'19"E 120.00'
N12°47'48"E 99.99'
N0°47'13"E 50.24'
509.83'
S89°12'47"E 2642.50'
NE COR SEC. 36
T2N, R2W G&SRM
FD. 3" MCDOT BRASS CAP
W. EDGEMONT AVENUE
TRACT A
PRIVATE STREET
PER PEBBLE CREEK PHASE II UNIT 59 (BOOK 1561, PAGE 29)
TRACT D
TRACT C
TRACT F
PEBBLECREEK PH. II
UNIT 59
BK 1561, PAGE 29
M.C.R.
(ZONING P.A.D.)
N. 164TH DRIVE
TRACT A
PRIVATE STREET
MATCH LINE SEE SHEET 2
NOT A PART OF THIS REPLAT
Δ=19°47'48"
L=86.38' R=250.00'
Δ=19°47'48"
L=358.02' R=775.00'
L=26.97'
17.92'
4' PUE
N12°47'48"E 99.99'
L=23.44'
21.50'
L=44.60'
S71°35'01"E 116.94'
S71°12'12"E 124.69'
S7°43'16"W 84.98'
S22°30'36"W 57.12'
S32°35'36"W 8.07'
N32°35'36"E 400.52'
371.00'
Δ=35°07'01"
L=367.74' R=600.00'
Δ=35°07'01"
L=383.07' R=625.00'
L=33.96'
L=44.92'
L=45.97'
1' VNAE
4' PUE
104.43'
108.03'
107.38'
S35°20'40"E
S39°27'46"E
N43°40'37"W
6.54'
47.38'
S46°53'39"W
52.65'
N37°46'21"E 39.95'
S46°47'24"E 4.38'
52.56'
S39°05'31"W 105.12'
S46°47'24"E
106.89'
102.51'
S60°54'29"E 105.00'
N15°01'34"W 106.89'
L=25.97'
19.02'
S57°24'24"E 105.00'
S32°35'36"W 432.50'
49.42'
S31°49'48"W 94.43'
45.00'
63.52'
53.97'
S62°17'25"E 106.38'
1' VNAE
S57°24'24"E 105.00'
PEBBLECREEK PH. II
UNIT 51
GOLF COURSE
TRACT H
BK 711, PAGE 46
M.C.R.
(ZONING P.A.D.)

GRAPHIC SCALE
40' 20' 0 40'
SCALE: 1" = 40'

LEGEND

- INDICATES SECTION MONUMENT FOUND AS NOTED
- INDICATES BOUNDARY MONUMENT SET 1/2" IRON BAR WITH TAG R.L.S. 27744, (UNLESS NOTED OTHERWISE)
- INDICATES FOUND SURVEY MONUMENT 1/2" IRON BAR TAGGED R.L.S. 27744 OR 35869 (UNLESS NOTED OTHERWISE)
- INDICATES FOUND 3" BRASS SURVEY MONUMENT (UNLESS NOTED OTHERWISE)
- INDICATES SHEET MATCHLINE
- INDICATES STREET CENTERLINE
- INDICATES REPLAT BOUNDARY
- INDICATES SECTION LINE
- PUE 4' PUBLIC/PRIVATE UTILITY EASEMENT
- VNAE 1' VEHICULAR NON-ACCESS EASEMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27744
WILLIE J. KATES
Date Signed 11-5-21
ARIZONA, U.S.A.

REPLAT
FOR
PEBBLECREEK PHASE II
UNIT FIFTY-NINE, LOTS 3-35 AND TRACT 'G'

AS RECORDED IN BOOK 1561, PAGE 29, M.C.R.
IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA

C.O.G. #(21-52000029) DATE: 11/5/21

DESERT SKY SURVEYING, INC
A.L.T.A. AND TOPOGRAPHIC
SURVEYS—AERIAL MAPPING
G.I.S.—CONSTRUCTION LAYOUT
13845 E. VISTA VERDE, CHANDLER, AZ. 85249
PH 602-499-0884 FAX 480-883-4326

© 2021 DESERT SKY SURVEYING, INC.

PC 59 RE-PLAT

G:\DWGS\PC\PC59A\RE-PLAT\PC59A REPLAT-02.DWG 11/5/2021 1:06 PM

ITEM #: 15.
DATE: 01/10/2022
AI #:636

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF AVION AT BALLPARK VILLAGE PHASE 1A AND TEMPORARY TURNAROUND EASEMENT

STAFF PRESENTER(S): Christian M. Williams, Planner

SUMMARY

Approve a Final Plat for Avion at Ballpark Village Phase 1A subdividing approximately 56.02 acres into 207 Lots and 30 Tracts located at the southwest corner of Estrella Parkway and Lower Buckeye Road (being renamed Ballpark Village Boulevard) and a form of easement for the dedication of a Temporary Turnaround Easement needed to support the development of the property with the Final Plat for Avion at Ballpark Village Phase 1A.

Recommendation

1. Approve form of Temporary Turnaround Easement, authorize City Attorney or designee to finalize the easement to reflect current ownership and lender consent after obtaining current title report for the easement area, and authorize and direct City Manager or designee to execute and have the executed easement recorded in the official records of Maricopa County.
2. Approve the Final Plat of Avion at Ballpark Village Phase 1A (the “Final Plat for Phase 1A”), subdividing approximately 56.02 acres into 207 Lots and 30 Tracts located at the southwest corner of Estrella Parkway and Lower Buckeye Road (being renamed Ballpark Village Boulevard) (the “Property”) subject to the following stipulations: (Christian Williams, Planner)

STIPULATIONS

a. Any technical corrections to the Final Plat for Phase 1A required by the City Engineer or his designee shall be made prior to the recordation of the plat.
b. Prior to recordation of the Final Plat for Phase 1A, Owner shall submit an updated title report for the Property and shall modify this plat to reflect the current ownership and current lender including 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 in the Final Plat for Phase 1A. 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.
c. Prior to the recordation of the Final Plat for Phase 1A, Resolution 2022-2200 approved by separate council action vacating a section of W. Lower Buckeye Road (being

renamed Ballpark Village Blvd.) and extinguishing any interest the City has in the right-of-way/road easements in the section of Lower Buckeye Road being vacated shall be recorded in the official records of the Maricopa County Recorder. The Final Plat for Phase 1A shall be recorded immediately following the recordation of Resolution 2022-2200.

d. Owner shall construct full south half-street improvements within the existing W. Lower Buckeye Road alignment (being renamed W. Ballpark Village Blvd.) from Estrella Parkway to 156th Avenue required for a Minor Collector Road, which road shall include but not limited to: paving consisting of a minimum 4-foot bike lane and two 12-foot travel lanes, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the “Lower Buckeye Road/Ballpark Village Blvd. Improvements”).
e. Owner shall construct full west half-street improvements to Estrella Parkway required for a Scenic Arterial as set forth in the Engineering Design Standards in effect at the time of construction for the section of Estrella Parkway along the eastern boundary of the Property, which improvements include, but are not limited to, pavement, curb and gutter, sidewalks, bus bays, street frontage landscape and landscape irrigation, and street lighting (the “Estrella Parkway Improvements”).
f. Owner shall make an in-lieu payment for 25% of the cost of a full traffic signal (all four arms) at the intersection of Lower Buckeye Road (being renamed Ballpark Village Blvd.) and Estrella Parkway; The in-lieu payment shall be made prior to the recordation of the Final Plat for Phase 1A and 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.
g. Owner shall relocate existing traffic signal improvements (the existing pole and mast arm) at the northwest corner of the intersection of Estrella Parkway and Elwood Street and enhance the traffic signal improvements at this intersection by: installing conduit from the northwest corner to the southwest corner of this intersection, adding pedestrian push button poles near the ADA ramps at the northeast and southwest corners of this intersection.
h. Owner shall install traffic signal improvements on the southeast corner of the intersection of Wood Blvd and Estrella Parkway (the final arm of this intersection) and relocate any existing traffic signal improvements at the intersection of Wood Blvd. and Estrella Parkway as needed for the completion of the full traffic signal at this intersection.
i. In addition to the specific infrastructure identified herein, Owner shall construct all infrastructure improvements Owner is required to construct pursuant to 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. All infrastructure improvements Owner is required to construct shall be at constructed in conformance with the requirements in place at the time of construction and at no cost to the City.
j. Owner shall dedicate, at no cost to the City, all rights-of-way and/or easements within and 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 for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant

to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) infrastructure improvements Owner is required to construct pursuant to 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. 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 any stipulation in this ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, 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.

k. Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to all of the property rezoned by Ordinance 2020-1480 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 Final Plat for Phase 1A or the issuance of any construction permits for work within the Property, whichever is earlier.

l. Owner shall dedicate to the City, at no cost to the City and in a form approved by the City Attorney or his designee, drainage easements located within or outside the boundaries of portion of the Property being platted prior to or concurrent with the recordation of any final plat that will accommodate storm-water run-off generated from the portion of the Property being platted, from historical flows from the portion of the Property being platted, and from roadways within and adjacent to the portion of the Property being platted.

m. Owner, at Owner's sole cost, shall construct all on-site and off-site sewer/wastewater lines and appurtenances needed for the city to provide wastewater service to the Property, and prior to the recordation of this Final Plat for Phase 1A, Owner, at no cost to the City, shall have dedicated by separate instrument, in a form approved by the City Attorney or his designee, sewer easement(s) for the areas outside the boundaries of the Final Plat for Phase 1A within which such sewer/wastewater lines and appurtenances are to be constructed.

n. Except for model homes and recreational facilities Owner is required to construct, no building permits for any structure shall be issued until all the following have been substantially completed: (i) off-site utility infrastructure improvements needed to serve the Property; (ii) the Estrella Parkway Improvements; (iii) the Lower Buckeye Road/Ballpark Village Blvd. Improvements; (iv) and all on-site utility infrastructure and street improvements needed to serve the structure for which the building permit is sought.

o. No certificates of completion or occupancy shall be issued for any structure within the Property until: (i) all off-site utility infrastructure improvements Owner is required to construct for the city to provide utility service to the Property have been completed and accepted by the City Engineer subject to completion of the two-year warranty period; (ii) the Estrella Parkway Improvements and the Lower Buckeye Road/Ballpark Village Blvd. Improvements have been completed and accepted by the City Engineer subject to completion of the two-year warranty period; and (iii) all other conditions and requirements for the issuance of a certificate of completion or occupancy have been satisfied.

p. Prior to the recordation of the Final Plat for Phase 1A, the temporary turnaround

easement being approved herein shall be recorded in the official records of the Maricopa County Recorder and the recording information shall be inserted into the Final Plat for Phase 1A.

q. No building permits shall be issued for Lots 569-573, inclusive and Lots 39-41, inclusive, until road improvements for the section of W. Kendal Street adjacent to such lots have been completed and either (1) street improvements for a cul-de-sac have to be constructed on the adjacent property where the section of W. Kendall Street that terminates at the end of the western boundary of the Final Plat for Phase 1A or (2) street improvements have to be constructed on the adjacent property for W. Kendall Street between South 157th Lane and street improvements have to be constructed on the adjacent property for South 157th Lane between W. Kendall Street and W. Lower Buckeye Road (being renamed W. Ballpark Village Blvd.).

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. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The Property, which is part of an approximate 153.66-acre development to be known as the Avion at Ballpark Village (the 153.66 acres is hereinafter referred to as the “Avion Property”), was rezoned on October 26, 2020, by Ordinance No. 2020-1480. The Avion at Ballpark Village Preliminary Plat, which included all of the Avion at Ballpark Village property, was approved by the City Council on March 22, 2021.

STAFF ANALYSIS

The Final Plat for Phase 1A subdivides approximately 56.02 of the Avion Property. The Avion Property was split by the former owner into 5 separate parcels and was conveyed to 5 different owners, all of which were controlled by Communities Southwest, Inc., but which are now being sold to other entities. The Avion Property is being subdivided by phases that include property owned by multiple entities.

As set forth in the attached preliminary plat Council Action Report, the proposed subdivision reflected in the Final Plat for Phase 1A is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the Avion at Ballpark Village Preliminary Plat, the technical requirements of the city’s subdivision regulations and the engineering standards, and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

The development of the property within the Final Plat for Phase 1A requires the abandonment of a portion of existing right-of-way for a section of W. Lower Buckeye Road (being renamed W. Ballpark Village Blvd.) and the construction of infrastructure improvements outside the

boundaries of the Final Plat for Phase 1A.

Requests for Council approval of the abandonment of a portion of existing right-of-way for W. Lower Buckeye Rd, easements needed for the construction of wastewater lines located outside the boundaries of the Final Plat for Phase 1A; and easements for the construction of temporary drainage facilities located outside the boundaries of the Final Plat for Phase 1A are being presented by separate action. A request for the approval of a form of temporary turnaround easement is being presented herein.

To comply with applicable development regulations, either (1) street improvements for a cul-de-sac have to be constructed on the adjacent property where the section of W. Kendall Street that terminates at the end of the western boundary of the Final Plat for Phase 1A or (2) street improvements have to be constructed on the adjacent property for W. Kendall Street between South 157th Lane and street improvements have to be constructed on the adjacent property for South 157th Lane between W. Kendall Street and W. Lower Buckeye Road (being renamed W. Ballpark Village Blvd.). Because of existing irrigation facilities, staff expects that cul-de-sac improvements will be constructed where W. Kendall Street terminates at the end of the western boundary of the Final Plat for Phase 1A. A temporary turnaround easement is needed for these improvements.

Although the adjacent property is part of Avion at Ballpark Village, the ownership of the property is in flux and the temporary turn-around easement cannot be executed. Staff is asking council to approve the form of easement and authorize the City Attorney or his designee to finalize to easement to reflect current ownership and lender consent after obtaining a current title report for the easement area, and to authorize and direct city manager or designee to execute and have the executed easement recorded in the official records of Maricopa County. The Final Plat for Phase 1A will not be able to be recorded until this occurs and the recording information is inserted in to the final plat.

Attachments

Aerial Exhibit

Form of Temporary Turnaround Easement

Final Plat

Preliminary Plat

Pre-Plat Council Action Report

Aerial Exhibit

Avion at Ballpark Village Phase 1A

Case No. 21-520-00013



When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-86

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

TEMPORARY TURNAROUND EASEMENT
(W. Kendall Street)

GRANTOR:	GRANTEE:
TBD-XXXX	**CITY OF GOODYEAR, an Arizona Municipal Corporation**

RECITALS

On October 26, 2020, the Goodyear City Council adopted Ordinance 2020-1480, re-zoning approximately 153.6 acres to the Final Planned Area Development (PAD) District for the development of what is to be known as Avion at Ballpark Village.

Portions of Avion at Ballpark Village are in the process of being subdivided and the Goodyear City Council has been asked to approve a final plat titled "Final Plat of Avion at Ballpark Village — Phase 1A" (the "Avion Phase 1A Plat.")

The Avion Phase 1A Plat includes a section of W. Kendall Street that ends at the western boundary of the Avion Phase 1A Plat.

In order to meet fire safety requirements, the Avion Phase 1A Plat cannot be recorded until either West Kendall Street is extended and improved from the western boundary of the Avion Phase 1A Plat to South 157th Lane and South 157th Lane has been improved between West Kendall Street and W. Ballpark Village Blvd or until this easement allowing for the construction of cul-de-sac road improvements has been recorded.

EASEMENT TERMS

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **TBD-XXXX** ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, its successors, and

assigns and ("Grantee"), a Temporary Turnaround Easement ("TTE") upon, over, under, across, above, and through the real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area"). The TTE shall be a temporary easement for the following purposes: (i) constructing, altering, extending, maintaining, operating, replacing, and/or repairing and/or public street improvements, including but not limited to: pavement, curbs, sidewalks and other appurtenances thereto; by Grantee and its permittees (ii) vehicular and pedestrian travel by the public; and (iii) for providing access for the purposed set forth herein.

The Grantee shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

The Temporary Turnaround Easement shall be terminated after all of the following have occurred: (i) Kendall Street has been extended and improved from the western boundary of the property included within the Avion Phase 1A Plat to South 157th Lane ("Kendall Road Extension Improvements"); (ii) South 157th Lane between W. Kendall Street and W. Ballpark Village Blvd has been fully improved (the 157th Lane Extension Improvements); and (ii) the right-of-way required for the Kendall Road Extension Improvements and the 157th Lane Extension Improvements have been conveyed to the City in fee. The Kendall Road Extension Improvements and the 157th Lane Extension Improvements shall be improved in compliance with the requirements for Local Streets as set forth in the City of Goodyear Engineering Design Standards and Policies.

Grantor and its respective successors and assigns shall have no responsibility or liability for the construction, operation, maintenance, or repair of any facilities constructed pursuant to the rights granted by this Temporary Turn Around Easement unless installed by them.

This TTE constitutes a covenant running with the land for the benefit of the Grantee and is binding upon Grantor and its successors and assigns in interest or title to all or part of the Easement Area.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20___.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
TBD-XXXX

By:_____

Its;_____

State of _____)
)ss.
County of_____)

The foregoing Temporary Turnaround Easement (W. Kendall Street) was acknowledged before me this _____ day of _____, 20___ by _____, as _____ of **TBS-XXXX** on behalf of said entity.

_____
Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:
CITY OF GOODYEAR

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, the day of _____, 20___.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing Temporary Turnaround Easement (W. Kendall Street) was acknowledged before me this _____ day of _____, 20___ by_____, as _____ of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

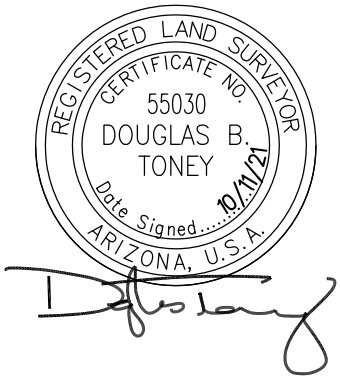
_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT “A”

LEGAL DESCRIPTION

October 11, 2021
Project # 090568-01-001



LEGAL DESCRIPTION
TEMPORARY TURNAROUND EASEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY AN ALUMINUM CAP, BEARS SOUTH 89°57’14” WEST (BASIS OF BEARINGS), A DISTANCE OF 2598.60 FEET;

THENCE SOUTH 89°57’14” WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1426.50 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°02'46" EAST, A DISTANCE OF 168.47 FEET TO THE **POINT OF BEGINNING;**

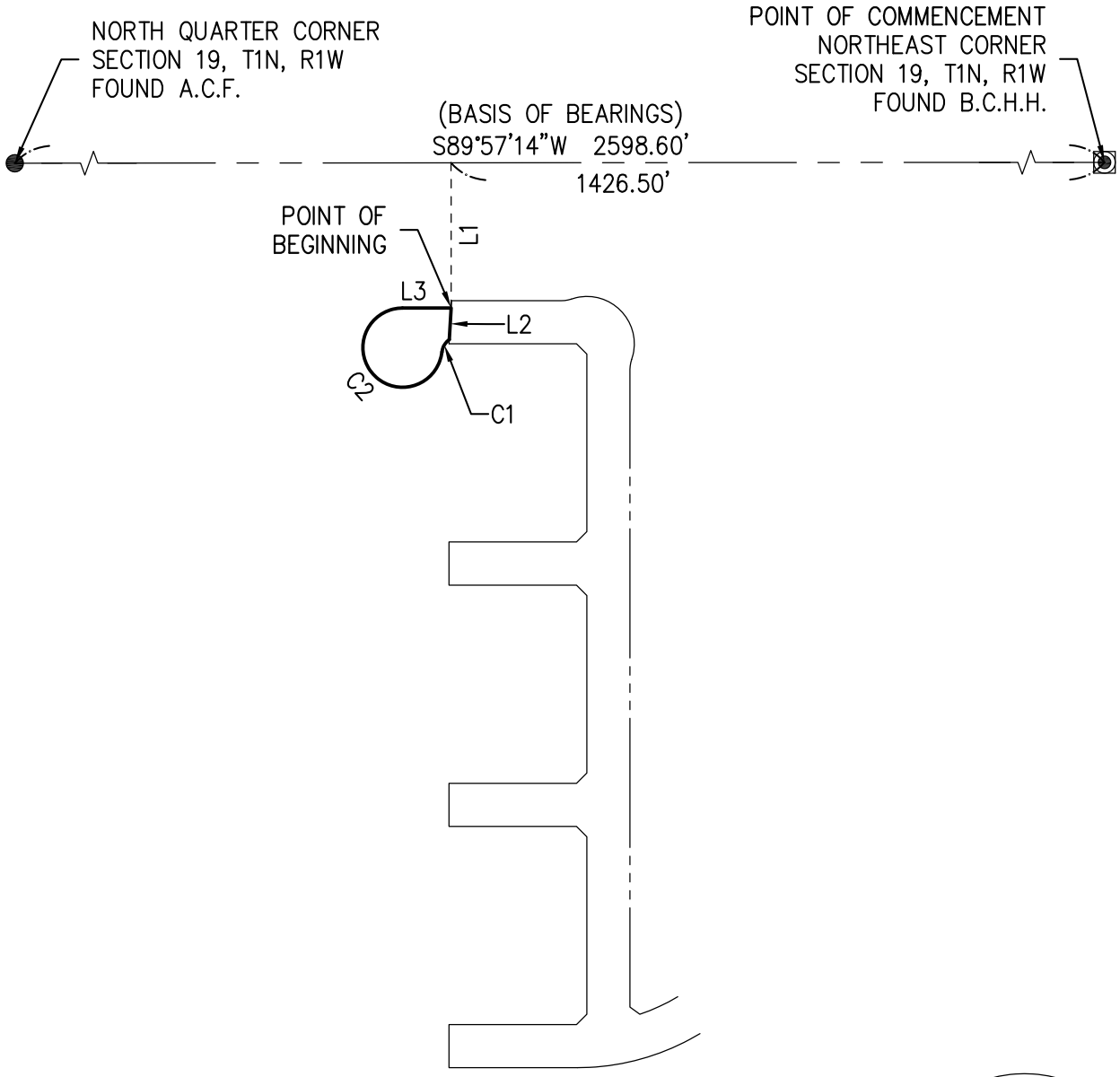
THENCE SOUTH 03°26'01" WEST, A DISTANCE OF 36.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 34°27’26” EAST, A RADIAL DISTANCE OF 20.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°18’53”, AN ARC DISTANCE OF 17.21 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT, CONCAVE EASTERLY AND HAVING A RADIUS OF 46.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 263°46’19”, AN ARC DISTANCE OF 211.77 FEET TO A POINT OF TANGENCY;

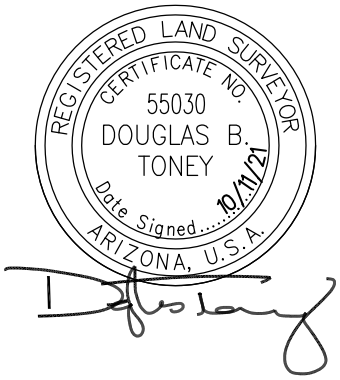
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 56.49 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,484 SQ.FT. OR 0.1718 ACRES, MORE OR LESS.





N.T.S.



SHEET 1 OF 2

DATE: 10/11/21

EXHIBIT
TEMPORARY TURNAROUND EASEMENT

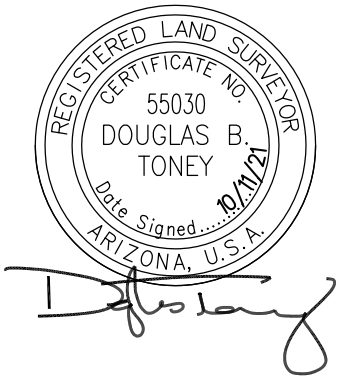
BY: DT	CHK:	QC:	

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	168.47'	S00°02'46"E
L2	36.73'	S03°26'01"W
L3	56.49'	N90°00'00"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	17.21'	20.00'	049°18'53"
C2	211.77'	46.00'	263°46'19"



SHEET 2 OF 2

DATE: 10/11/21

EXHIBIT
TEMPORARY TURNAROUND EASEMENT

BY: DT	CHK:	QC:	

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

FINAL PLAT OF
AVION AT BALLPARK VILLAGE-PHASE 1A

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:
GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THE PORTION OF THE PROPERTY INCLUDED IN THIS FINAL PLAT AND DESCRIBED AS SUB 1 PROPERTY (THE "SUB 1 PROPERTY") AND GY160 LAND SUB 5 LLC, ARIZONA LIMITED LIABILITY COMPANIES, AS OWNER OF THE PORTION OF THE PROPERTY INCLUDED IN THIS FINAL PLAT AND DESCRIBED AS SUB 5 PROPERTY (THE "SUB 5 PROPERTY") COLLECTIVELY HAVE SUBDIVIDED UNDER THE NAME OF "AVION AT BALLPARK VILLAGE–PHASE 1A", BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST OF GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "AVION AT BALLPARK VILLAGE–PHASE 1A" AND HEREBY DECLARE 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.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY GRANTS AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS R/W* SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN; AND GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY HEREBY GRANTS AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS R/W* SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 5 PROPERTY AS DESCRIBED HEREIN.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITEES NON–EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS AND LOTS DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN; AND GY160 LAND SUB 5, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITTEES NON–EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS AND LOTS, DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE SUB 5 PROPERTY AS DESCRIBED HEREIN (COLLECTIVELY THE "PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY 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 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 PUBLIC UTILITY EASEMENT AREAS.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION PERPETUAL, NON–EXCLUSIVE VEHICLE NON–ACCESS EASEMENTS (V.N.A.E.) UPON, OVER, AND ACROSS ALL AREAS IN THIS PLAT FINAL PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED WITHIN THE SUB 1 PROPERTY; AND GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION PERPETUAL, NON–EXCLUSIVE VEHICLE NON–ACCESS EASEMENTS (V.N.A.E.) UPON, OVER, AND ACROSS ALL AREAS IN THIS PLAT FINAL PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED WITHIN THE SUB 5 PROPERTY (COLLECTIVELY THE "VEHICLE NON–ACCESS EASEMENT AREAS"). SUCH NON–EXCLUSIVE VEHICLE NON–ACCESS EASEMENTS ARE FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE VEHICLE NON–ACCESS EASEMENT AREAS. THE VEHICLE NON–ACCESS EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNERS AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON–ACCESS EASEMENT AREAS.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITEES AN EXCLUSIVE AND PERPETUAL WASTEWATER EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT LL DESIGNATED AS "SE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN (THE "WASTEWATER EASEMENT AREA"). THE WASTEWATER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES, (THE "WASTEWATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER EASEMENT AREA. NO UNDERGROUND IMPROVEMENTS OTHER THAN WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER EASEMENT AREA EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER EASEMENT AREA AND THE WASTEWATER EASEMENT AREA SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WASTEWATER 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 WASTEWATER EASEMENT AREA.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, A WATER EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT K1 DESIGNATED AS "WE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN (THE "WATER EASEMENT AREA"). THE WATER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES, (THE "WATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER EASEMENT AREA. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREA EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER EASEMENT AREA AND THE WATER EASEMENT AREA SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WATER 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 WATER EASEMENT AREA.

NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREA EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER EASEMENT AREA AND THE WATER EASEMENT AREA SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WATER 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 WATER EASEMENT AREA.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON–EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS K1, LL, OO, AND QQ1 INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN; AND GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON–EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS G, II, K2, QQ2, AND UU INCLUDED WITH THE SUB 5 PROPERTY AS DESCRIBED HEREIN. THE NON–EXCLUSIVE DRAINAGE EASEMENTS DEDICATED HEREIN ARE FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM–WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR 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 THE APPROVED GRADING AND DRAINAGE PLANS (THE "DRAINAGE FACILITIES"). OWNERS AT OWNERS' EXPENSE, SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; 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 IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNERS HAVE FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNERS' EXPENSE. OWNERS SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNERS SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNERS' FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNERS AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACT(S) G, II, K1, K2, LL, OO, QQ1, QQ2, AND UU.

IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") AGREEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING WITHIN TRACTS UU AND WW, AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN AND REPLACE LANDSCAPING WITHIN TRACTS UU AND WW, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT–OF–WAY. AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION 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 LANDSCAPING, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN TRACTS UU AND/OR WW. AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION SHALL BE RESPONSIBLE FOR TAKING ACTION TO REMEDY ANY UNSAFE CONDITION IDENTIFIED BY THE CITY WITHIN THREE (3) BUSINESS DAYS AFTER BEING NOTIFIED OF SUCH UNSAFE CONDITION BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE LANDSCAPING WITHIN TRACT W IF THE CITY ENGINEER OR HIS/HER DESIGNEE IN HIS/HER REASONABLE DISCRETION DETERMINES THAT THE SAFETY OF THE PUBLIC REQUIRES THAT THE UNSAFE CONDITION BE REMEDIATED BEFORE THREE (3) BUSINESS DAYS OF ITS DISCOVERY, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION FAIL TO MAINTAIN THE LANDSCAPING WITHIN TRACTS UU AND/OR WW AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN SUCH REMOVAL. IN ANY DISPUTE UNDER THIS AGREEMENT, THE SUCCESSFUL PARTY SHALL BE ENTITLED TO COLLECT ITS REASONABLE ATTORNEYS' FEES, AND OTHER COSTS AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AS TO TRACTS GG1, HH1, I, JJ1, K1, KK, LL, MM, NN, OO, PP, AND QQ1 INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN AND GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AS TO TRACTS G, AA, BB, C, CC, D, DD, EE, FF, GG2, HH2, II, J, JJ2, K2, AND QQ2 INCLUDED WITHIN THE SUB 5 PROPERTY DESCRIBED HEREIN HEREBY DECLARE TRACTS G, AA, BB, C, CC, D, DD, EE, FF, GG1, GG2, HH1, HH2, I, II, J, JJ1, JJ2, K1, K2, KK, LL, MM, NN, OO, PP, QQ1 AND QQ2 AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PROPERTY DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION. SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY CONVEYS TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION TRACTS GG1, HH1, I, JJ1, K1, KK, LL, MM, NN, OO, PP, AND QQ1 INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY ST FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY CONVEYS TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") TRACTS G, AA, BB, C, CC, D, DD, EE, FF, GG2, HH2, II, J, JJ2, K2, AND QQ2 INCLUDED WITHIN THE SUB 5 PROPERTY DESCRIBED HEREIN FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

IN WITNESS WHEREOF:
GY160 LAND SUB 1 LLC, AND GY160 LAND SUB 5 LLC, ARIZONA LIMITED LIABILITY COMPANIES, AS OWNERS HAVE HEREUNTO CAUSED THEIR NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED THIS _____DAY OF _____, 2021.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: GY160 CSW LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: COMMUNITIES SOUTHWEST, INC., AN ARIZONA CORPORATION
ITS: MANAGER

BY: _____
MICHAEL KERN, PRESIDENT

BY: _____
GREG LEHMAN, VICE–PRESIDENT

GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: GY160 CSW LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: COMMUNITIES SOUTHWEST, INC., AN ARIZONA CORPORATION
ITS: MANAGER

BY: _____
MICHAEL KERN, PRESIDENT

BY: _____
GREG LEHMAN, VICE–PRESIDENT

ACKNOWLEDGMENT

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

ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

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

ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

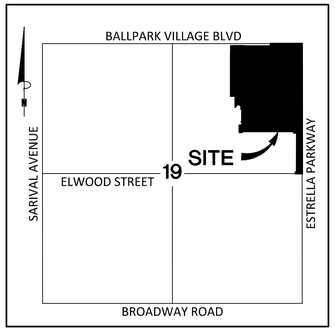
UTILITIES

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	CENTURY LINK / COX
REFUSE	CITY OF GOODYEAR
CABLE TV	CENTURY LINK / COX

WALL HEIGHT NOTICE TO HOMEBUYERS

LOTS 550 THRU 568 WILL HAVE A REAR PROPERTY WALL THAT WILL EXCEED 8 FEET IN HEIGHT.

LOTS 481 THRU 485 AND LOTS 519 THRU 533 HAVE A REAR PROPERTY WALL THAT WILL EXCEED 6 FEET IN HEIGHT.



VICINITY MAP
N.T.S.

OWNER
SUB 1 PROPERTY

GY160 LAND SUB 1 LLC
7001 N. SCOTTSDALE ROAD
SUITE #1015
SCOTTSDALE, AZ 85253
PHONE: (480) 315–2600
CONTACT: GREG LEHMANN
glehmann@commsw.com

OWNER
SUB 5 PROPERTY

GY160 LAND SUB 5 LLC
7001 N. SCOTTSDALE ROAD
SUITE #1015
SCOTTSDALE, AZ 85253
PHONE: (480) 315–2600
CONTACT: GREG LEHMANN
glehmann@commsw.com

ENGINEER

BOWMAN
6751 N. SUNSET BLVD #325
GLENDALE, AZ 85305
PHONE: (480) 629–8830
CONTACT: JOE CABLE
jcable@bowman.com

SHEET INDEX

1	COVER, DEDICATION, SITE DATA, CERTIFICATION, APPROVALS
2	TRACT AREA & USAGE TABLE, LOT AREA TABLE, SITE AREA TABLE, LEGAL DESCRIPTION, BASIS OF BEARINGS, NOTES, KEY MAP
3	LINE & CURVE TABLES, TYPICAL LOT DETAILS
4–6	FINAL PLAT PLAN SHEETS
7	OWNERSHIP DELINEATION MAP

SITE DATA

ZONING	PAD
NUMBER OF LOTS	207
GROSS AREA	2,440,257 SQ.FT. OR 56.0206 ACRES, MORE OR LESS
NET AREA	1,628,237 SQ.FT. OR 37.3792 ACRES, MORE OR LESS

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION AND CONSENT, AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION HEREBY: (I) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE EASEMENTS DEDICATED TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION IN THIS FINAL PLAT; (II) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS FINAL PLAT; AND (III) ACCEPTS, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS REFLECTED IN THIS FINAL PLAT, OWNERSHIP OF TRACTS G, AA, BB, C, CC, D, DD, EE, FF, GG1, GG2, HH1, HH2, I, II, J, JJ1, JJ2, K1, K2, KK, LL, MM, NN, OO, PP, QQ1 AND QQ2 AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PROPERTY DESCRIBED HEREIN.

_____ _____
SIGNATURE DATE

ACKNOWLEDGMENT

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

ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____ 12/15/21
DOUGLAS B. TONEY
REGISTERED LAND SURVEYOR NO. 55030
BOWMAN CONSULTING
1600 N DESERT DRIVE, #210
TEMPE, AZ 85281

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed
12/15/21
ARIZONA U.S.A.

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____ 2021.

BY: _____ ATTEST: _____
GEORGIA LORD – MAYOR DARCIE McCRACKEN – CITY CLERK

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____ 2021.

BY: _____
SUMEET MOHAN – CITY ENGINEER

Bowman
Bowman Consulting Group, Ltd.
1800 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1A
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

DATE: 12/15/21
PROJ NO: 090568-02
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:
SCALE N.T.S.

File: V:\090568 - Sun DS Farms\090568-02-001 (SWR)\Survey_DWG\Plat\090568-Avion-PHA-Plat.dwg Plotted: Dec 15, 2021

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
39	5,750	0.1320
40	5,750	0.1320
41	5,748	0.1320
42	5,748	0.1320
43	5,750	0.1320
44	5,750	0.1320
85	5,750	0.1320
86	5,750	0.1320
87	5,748	0.1320
88	5,748	0.1320
89	5,750	0.1320
90	5,750	0.1320
132	5,750	0.1320
133	5,750	0.1320
134	5,748	0.1320
135	5,748	0.1320
136	5,750	0.1320
137	5,750	0.1320
385	5,173	0.1188
386	5,175	0.1188
387	5,175	0.1188
388	5,175	0.1188
389	5,175	0.1188
390	5,175	0.1188
391	5,175	0.1188
392	5,353	0.1229
393	5,027	0.1154
394	5,175	0.1188
395	5,175	0.1188
396	5,175	0.1188
397	5,175	0.1188
398	5,173	0.1188
399	5,175	0.1188
400	5,175	0.1188
401	5,175	0.1188

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
402	5,175	0.1188
403	5,175	0.1188
404	5,175	0.1188
405	5,175	0.1188
406	5,175	0.1188
407	5,175	0.1188
408	5,175	0.1188
409	5,175	0.1188
410	5,175	0.1188
411	5,175	0.1188
412	5,175	0.1188
413	5,171	0.1187
414	5,024	0.1153
415	5,175	0.1188
416	5,175	0.1188
417	5,175	0.1188
418	5,175	0.1188
419	5,175	0.1188
420	5,173	0.1188
421	5,173	0.1188
422	5,175	0.1188
423	5,175	0.1188
424	5,175	0.1188
425	5,142	0.1181
426	5,079	0.1166
427	5,173	0.1188
428	5,175	0.1188
429	5,175	0.1188
430	5,175	0.1188
431	5,173	0.1188
432	5,173	0.1188
433	5,175	0.1188
434	5,175	0.1188
435	5,175	0.1188
436	5,173	0.1188

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
437	5,099	0.1171
438	5,120	0.1175
439	5,175	0.1188
440	5,175	0.1188
441	5,175	0.1188
442	5,175	0.1188
443	5,173	0.1188
444	5,175	0.1188
445	5,175	0.1188
446	5,175	0.1188
447	5,175	0.1188
448	5,175	0.1188
449	5,175	0.1188
450	5,175	0.1188
451	5,175	0.1188
452	5,175	0.1188
453	5,175	0.1188
454	5,175	0.1188
455	5,175	0.1188
456	5,173	0.1188
457	5,173	0.1188
458	5,175	0.1188
459	5,175	0.1188
460	5,224	0.1199
461	5,548	0.1274
462	4,356	0.1000
463	4,500	0.1033
464	4,500	0.1033
465	4,500	0.1033
466	4,498	0.1033
467	4,498	0.1033
468	4,500	0.1033
469	4,500	0.1033
470	4,500	0.1033
471	4,500	0.1033

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
472	4,500	0.1033
473	4,500	0.1033
474	4,500	0.1033
475	4,500	0.1033
476	4,500	0.1033
477	4,500	0.1033
478	4,500	0.1033
479	4,500	0.1033
480	4,498	0.1033
481	4,465	0.1025
482	4,500	0.1033
483	4,500	0.1033
484	4,500	0.1033
485	4,500	0.1033
486	4,500	0.1033
487	4,500	0.1033
488	4,500	0.1033
489	4,500	0.1033
490	4,500	0.1033
491	4,500	0.1033
492	4,500	0.1033
493	4,500	0.1033
494	4,500	0.1033
495	4,500	0.1033
496	4,500	0.1033
497	4,500	0.1033
498	4,500	0.1033
499	4,498	0.1033
500	4,498	0.1033
501	4,500	0.1033
502	4,500	0.1033
503	4,500	0.1033
504	4,500	0.1033
505	4,500	0.1033
506	4,500	0.1033

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
507	4,500	0.1033
508	4,500	0.1033
509	4,500	0.1033
510	4,500	0.1033
511	4,500	0.1033
512	4,500	0.1033
513	4,500	0.1033
514	4,500	0.1033
515	4,500	0.1033
516	4,500	0.1033
517	4,500	0.1033
518	4,467	0.1026
519	4,498	0.1033
520	4,500	0.1033
521	4,500	0.1033
522	4,500	0.1033
523	4,500	0.1033
524	4,500	0.1033
525	4,500	0.1033
526	4,500	0.1033
527	4,500	0.1033
528	4,500	0.1033
529	4,500	0.1033
530	4,498	0.1033
531	4,498	0.1033
532	4,500	0.1033
533	4,500	0.1033
534	4,467	0.1026
535	4,404	0.1011
536	4,498	0.1033
537	4,500	0.1033
538	4,498	0.1033
539	4,498	0.1033
540	4,500	0.1033
541	4,500	0.1033

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
542	4,500	0.1033
543	4,500	0.1033
544	4,500	0.1033
545	4,500	0.1033
546	4,500	0.1033
547	4,500	0.1033
548	4,500	0.1033
549	4,498	0.1033
550	4,573	0.1050
551	4,721	0.1084
552	4,500	0.1033
553	4,500	0.1033
554	4,500	0.1033
555	4,500	0.1033
556	4,500	0.1033
557	4,500	0.1033
558	4,500	0.1033
559	4,500	0.1033
560	4,500	0.1033
561	4,500	0.1033
562	4,500	0.1033
563	4,500	0.1033
564	4,500	0.1033
565	4,500	0.1033
566	4,500	0.1033
567	4,499	0.1033
568	4,345	0.0997
569	6,609	0.1517
570	5,680	0.1304
571	5,704	0.1310
572	5,750	0.1320
573	5,750	0.1320

TRACT AREA TABLE				
TRACT	SQ. FT.	ACRES	OWNED / MAINTAINED	DESCRIPTION
PARCEL G	280,476	6.4388	HOA / HOA	AMENITIES, DRAINAGE, LANDSCAPE, OPEN SPACE
TRACT AA	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT BB	6,000	0.1377	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT C	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT CC	2,616	0.0601	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT D	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT DD	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT EE	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT FF	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT GG1	930	0.0213	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT GG2	1,080	0.0248	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT HH1	930	0.0213	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT HH2	1,080	0.0248	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT I	1,147	0.0263	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT I I	63,009	1.4465	HOA / HOA	DRAINAGE, IRRIGATION, LANDSCAPE, OPEN SPACE, PUE, WATER EASEMENT
TRACT J	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT JJ1	870	0.0200	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT JJ2	1,010	0.0232	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT K1	49,844	1.1443	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE, WATER EASEMENT
TRACT K2	48,689	1.1177	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE
TRACT KK	1,860	0.0427	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT LL	9,000	0.2066	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE, SEWER EASEMENT
TRACT MM	1,860	0.0427	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT NN	1,860	0.0427	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT OO	26,500	0.6084	HOA / HOA	AMENITIES, DRAINAGE, LANDSCAPE, OPEN SPACE, PUE
TRACT PP	1,860	0.0427	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT QQ1	46,400	1.0652	HOA / HOA	DRAINAGE, IRRIGATION, LANDSCAPE, OPEN SPACE, PUE
TRACT QQ2	43,842	1.0065	HOA / HOA	DRAINAGE, IRRIGATION, LANDSCAPE, OPEN SPACE, PUE
TRACT UU	7,713	0.1771	CITY / HOA	LANDSCAPE, MEDIAN
TRACT WW	1,269	0.0291	CITY / HOA	LANDSCAPE, MEDIAN

OVERALL AREA TABLE		
PARCEL	SQ. FT.	ACRES
BOUNDARY	2,440,257	56.0206
ROW-EXISTING	98,189	2.2541
ROW-OFFSITE	123,595	2.8374
ROW-ONSITE	590,768	13.5622
NET	1,628,237	37.3792

NOTES

1. 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.

2. 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.

3. 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.

4. 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.
- A) THE OWNER 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.
- B) DURING THE MAINTENANCE AND WARRANTY PERIOD, THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE OWNER'S EXPENSE.
- C) 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.
- D) AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
- E) 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.

5. 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.
- A) THE OWNER 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.
- B) DURING THE MAINTENANCE AND WARRANTY PERIOD, THE OWNER 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 OWNER'S EXPENSE.
- C) MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WA1TERING, 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.
- D) 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.

6. STRUCTURES WITHIN SIGHT VISIBILITY TRIANGLES WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN SIGHT VISIBILITY TRIANGLES 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.

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

8. 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. 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.

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

10. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND, EXCLUDING POWER LINES 69 KV AND LARGER.

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

12. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

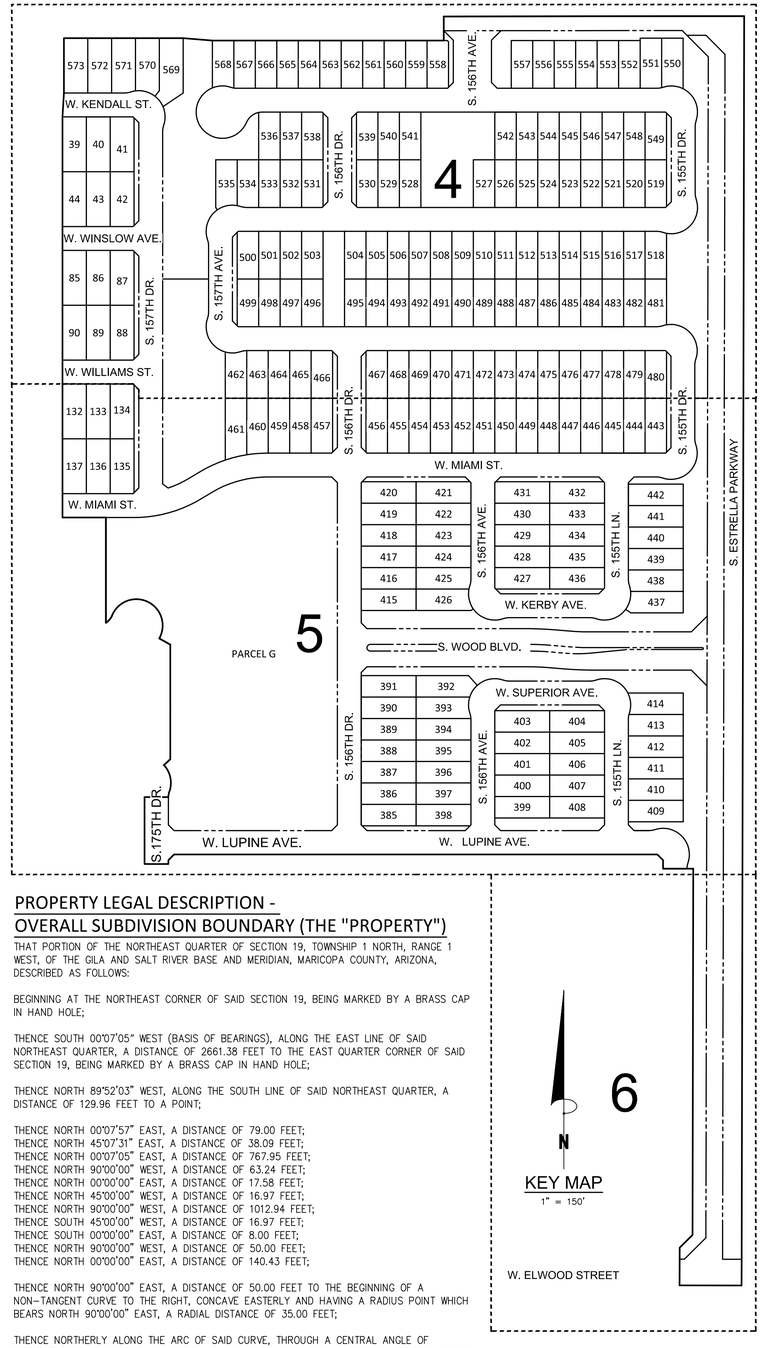
13. REGARDING THE MAINTENANCE RESPONSIBILITY OF LANDSCAPING BETWEEN THE SIDEWALK AND CURB WITHIN THE COMMUNITY:
- A) THE AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, IS RESPONSIBLE FOR MAINTAINING THE LANDSCAPING BETWEEN THE SIDEWALK AND THE CURB IN FRONT OF THE SINGLE-FAMILY LOTS, AND FOR CORNER LOTS, THE LANDSCAPING BETWEEN THE SIDEWALK AND THE CURB IN FRONT OF AND ON THE SIDE OF THE SINGLE-FAMILY LOTS.

14. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.

15. 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.

BASIS OF BEARINGS

SOUTH 00 DEGREES 07 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 1581 OF MAPS, PAGE 23, M.C.R.



PROPERTY LEGAL DESCRIPTION - OVERALL SUBDIVISION BOUNDARY (THE "PROPERTY")

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE;

THENCE SOUTH 00°07'05" WEST (BASIS OF BEARINGS), ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2661.38 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE;

THENCE NORTH 89°52'03" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 129.96 FEET TO A POINT;

THENCE NORTH 00°07'57" EAST, A DISTANCE OF 79.00 FEET;
THENCE NORTH 45°07'31" EAST, A DISTANCE OF 38.09 FEET;
THENCE NORTH 00°07'05" EAST, A DISTANCE OF 767.95 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 63.24 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 17.58 FEET;
THENCE NORTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1012.94 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 8.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 140.43 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE EASTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 90°00'00" EAST, A RADIAL DISTANCE OF 35.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°10'24", AN ARC DISTANCE OF 11.71 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE WESTERLY AND HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°54'31", AN ARC DISTANCE OF 59.43 FEET TO A POINT;

THENCE NORTH 47°15'51" EAST, A DISTANCE OF 18.53 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 240.10 FEET;

THENCE NORTH 60°41'30" WEST, A DISTANCE OF 26.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 60°41'31" WEST, A RADIAL DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 186°25'22", AN ARC DISTANCE OF 178.95 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°54'34", AN ARC DISTANCE OF 20.71 FEET TO A POINT;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 220.75 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 91.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 840.00 FEET;
THENCE NORTH 03°26'01" EAST, A DISTANCE OF 50.09 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 115.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 250.00 FEET;
THENCE SOUTH 85°19'10" EAST, A DISTANCE OF 61.27 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 485.00 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 50.70 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°57'14" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 629.79 FEET TO THE POINT OF BEGINNING.

Bowman

Bowman Consulting Group, Ltd.
1800 N Desert Drive, #210
Tempe, AZ 85281

Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B. TONEY
Date Signed 12/15/21
ARIZONA, U.S.A.

FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1A
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

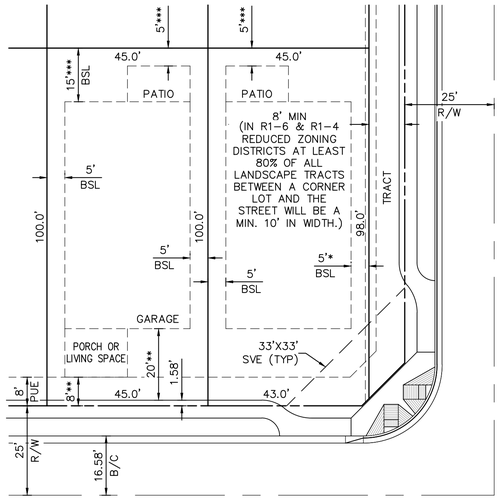
DATE: 12/15/21
PROJ NO: 090568-02
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:
SCALE N.T.S.

File: V:\090568 - Sun DS Farms\090568-02-001 (SWR)\Survey_DWG\Plat\090568-Avion-Ph1A-Plat.dwg Plotted: Dec 15, 2021

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	11.72'	35.00'	019°10'55"
C2	123.23'	55.00'	128°22'35"
C3	11.72'	35.00'	019°11'17"
C4	11.71'	35.00'	019°10'24"
C5	59.43'	55.00'	061°54'31"
C6	178.95'	55.00'	186°25'22"
C7	20.71'	35.00'	033°54'34"
C8	135.73'	250.00'	031°06'26"
C9	135.73'	250.00'	031°06'26"
C10	51.64'	600.00'	004°55'53"
C11	51.64'	600.00'	004°55'53"
C12	11.72'	35.00'	019°11'17"
C13	123.23'	55.00'	128°22'35"
C14	11.72'	35.00'	019°11'17"
C15	34.03'	35.00'	055°42'27"
C16	255.63'	55.00'	266°18'10"
C17	11.72'	35.00'	019°11'17"
C18	21.99'	7.00'	180°00'00"
C19	21.99'	7.00'	180°00'00"
C20	11.72'	35.00'	019°10'45"
C21	123.24'	55.00'	128°22'55"
C22	11.72'	35.00'	019°11'17"
C23	11.72'	35.00'	019°11'17"
C24	123.23'	55.00'	128°22'35"
C25	11.72'	35.00'	019°11'17"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C26	11.72'	35.00'	019°11'17"
C27	123.23'	55.00'	128°22'35"
C28	11.72'	35.00'	019°11'17"
C29	11.72'	35.00'	019°11'17"
C30	123.23'	55.00'	128°22'35"
C31	11.72'	35.00'	019°11'17"
C32	11.72'	35.00'	019°11'17"
C33	123.23'	55.00'	128°22'35"
C34	11.72'	35.00'	019°11'17"
C35	11.72'	35.00'	019°11'17"
C36	123.23'	55.00'	128°22'35"
C37	11.72'	35.00'	019°11'17"
C38	149.30'	275.00'	031°06'26"
C39	48.56'	225.00'	012°21'59"
C40	122.16'	225.00'	031°06'26"
C41	149.30'	275.00'	031°06'26"
C42	11.72'	35.00'	019°11'17"
C43	123.23'	55.00'	128°22'35"
C44	11.72'	35.00'	019°11'17"
C45	11.72'	35.00'	019°11'17"
C46	123.23'	55.00'	128°22'35"
C47	11.72'	35.00'	019°11'17"
C48	6.03'	1.92'	180°00'00"
C49	51.04'	593.00'	004°55'53"
C50	55.14'	300.00'	010°31'50"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C51	51.04'	593.00'	004°55'53"
C52	52.24'	607.00'	004°55'53"
C53	21.99'	7.00'	180°00'00"
C54	10.85'	35.00'	017°46'07"
C55	123.23'	55.00'	128°22'35"
C56	11.72'	35.00'	019°11'17"
C57	11.72'	35.00'	019°11'17"
C58	123.23'	55.00'	128°22'35"
C59	11.72'	35.00'	019°11'17"
C60	48.20'	560.00'	004°55'53"
C61	55.08'	640.00'	004°55'53"
C62	55.08'	640.00'	004°55'53"
C63	48.20'	560.00'	004°55'53"
C64	89.62'	55.00'	093°21'41"
C65	11.72'	35.00'	019°11'17"
C66	11.72'	35.00'	019°11'17"
C67	40.50'	55.00'	042°11'45"
C68	11.71'	35.00'	019°10'24"
C69	59.43'	55.00'	061°54'31"
C70	178.95'	55.00'	186°25'22"
C71	20.71'	35.00'	033°54'34"

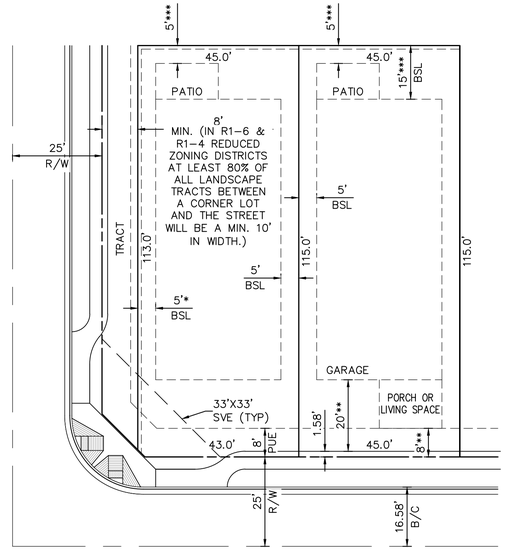


45' x 100' TYPICAL LOT

N.T.S.

45' X 100' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 5' FOR COVERED PORCHES FOR SINGLE STORY ELEVATIONS, AND 10' TO LIVABLE SPACE FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.



45' x 115' TYPICAL LOT

N.T.S.

45' X 115' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 5' FOR COVERED PORCHES FOR SINGLE STORY ELEVATIONS, AND 10' TO LIVABLE SPACE FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.

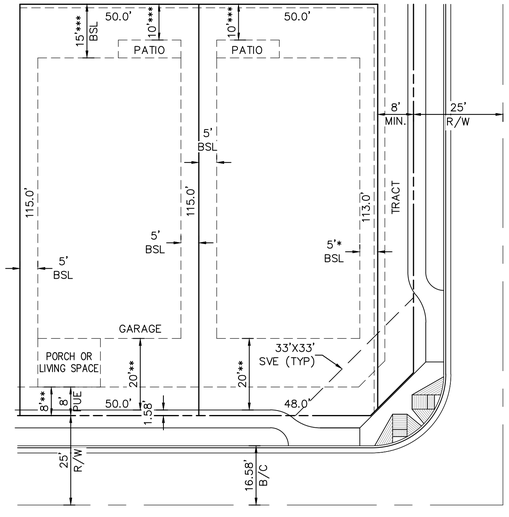
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°59'35"W	63.24'
L2	N00°00'00"E	17.58'
L3	N45°00'00"W	16.97'
L4	S45°00'00"W	16.97'
L5	S00°00'00"E	8.00'
L6	N90°00'00"W	50.00'
L7	N90°00'00"E	50.00'
L8	N47°15'51"E	18.53'
L9	N60°41'30"W	26.71'
L10	N03°26'01"E	50.09'
L11	N00°00'00"E	50.70'
L12	N89°52'03"W	9.94'
L13	N45°07'31"E	63.63'
L14	S44°56'27"E	46.62'
L15	N45°03'33"E	46.72'
L16	N84°24'03"E	77.27'
L17	S85°04'07"E	26.26'
L18	N85°04'07"W	26.88'
L19	N85°04'07"W	26.88'
L20	S85°04'07"E	26.88'
L21	S85°04'07"E	26.88'
L22	S38°01'08"W	14.81'
L23	N89°57'29"W	67.80'
L24	N89°58'09"W	67.03'
L25	N45°00'00"W	16.97'
L26	S45°00'00"W	16.97'
L27	S45°00'00"E	16.97'
L28	S45°00'00"W	16.97'
L29	S45°00'00"E	16.97'
L30	S45°00'00"W	16.97'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L31	S53°36'23"E	14.24'
L32	N58°53'34"E	25.36'
L33	N90°00'00"E	7.70'
L34	S45°01'23"E	3.25'
L35	N45°01'23"W	28.27'
L36	N44°58'37"E	28.30'
L37	S00°00'00"E	175.74'
L38	N45°00'00"W	16.97'
L39	S45°00'00"W	16.97'
L40	N00°00'00"E	25.00'
L41	S45°00'00"E	16.97'
L42	N45°00'00"E	16.97'
L43	N45°00'00"W	16.97'
L44	S45°00'00"W	16.97'
L45	S45°00'00"E	16.97'
L46	S45°00'00"W	16.97'
L47	S34°59'31"E	6.03'
L48	S45°00'00"W	16.97'
L49	S45°00'00"E	16.97'
L50	S45°00'00"E	16.97'
L51	N45°00'00"E	16.97'
L52	S45°00'00"E	16.01'
L53	S45°00'00"W	16.01'
L54	N45°00'00"E	16.97'
L55	N45°00'00"W	16.97'
L56	N45°00'00"E	16.97'
L57	N45°00'00"W	16.97'
L58	N45°00'00"E	16.97'
L59	S45°00'00"E	16.97'
L60	S45°00'00"W	16.97'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L61	N45°00'00"W	16.97'
L62	S55°00'29"W	6.03'
L63	N45°00'00"W	16.97'
L64	S45°00'00"W	16.97'
L65	S53°58'21"E	13.01'
L66	S41°54'20"E	27.35'
L67	N45°00'00"E	16.97'
L68	S45°00'00"E	16.97'
L69	N90°00'00"W	31.29'
L70	N45°00'00"W	16.97'
L71	N45°00'00"E	16.97'
L72	S45°00'00"E	16.97'
L73	S45°00'00"W	16.97'
L74	N45°00'00"W	16.97'
L75	N45°00'00"E	16.97'
L76	N45°00'00"W	16.97'
L77	S45°00'00"W	16.97'
L78	N45°00'00"W	16.97'
L79	N89°52'03"W	40.00'
L80	N44°57'51"W	56.49'
L81	S89°57'14"W	40.00'
L82	S44°57'51"E	14.12'
L83	S44°57'51"E	63.55'
L84	S00°07'05"W	85.22'
L85	N89°52'55"W	75.00'
L86	S00°07'05"W	716.14'
L87	N90°00'00"W	1011.14'
L88	N00°00'00"E	97.08'
L89	N00°00'00"W	70.42'
L90	N90°00'00"W	96.07'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L91	N00°00'00"W	310.42'
L92	N56°04'25"E	51.07'
L93	N00°00'00"E	115.00'
L94	S85°19'10"E	61.27'
L95	N90°00'00"E	485.00'
L96	N00°00'00"E	20.70'
L97	N89°57'14"E	499.73'
L98	S44°57'51"E	77.67'
L99	S00°07'05"W	2606.38'
L100	N89°52'03"W	40.00'
L101	N00°07'05"E	2526.26'
L102	N44°57'51"W	56.49'
L103	S89°57'14"W	40.00'
L104	N44°57'51"W	14.12'
L105	S44°57'51"E	63.55'
L106	N00°00'00"W	30.00'
L107	N89°57'14"E	629.79'
L108	N89°52'03"W	80.00'
L109	N89°52'03"W	9.94'
L110	N00°07'57"E	24.00'
L111	N45°07'31"E	38.09'
L112	N00°07'05"E	767.95'
L113	N90°00'00"W	63.24'
L114	N00°00'00"E	17.58'
L115	N45°00'00"W	16.97'
L116	N90°00'00"W	1012.94'
L117	S45°00'00"W	16.97'
L118	S00°00'00"E	8.00'
L119	N90°00'00"W	50.00'
L120	N00°00'00"E	140.44'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L121	N90°00'00"E	50.00'
L122	N47°15'51"E	18.53'
L123	N00°00'00"W	240.10'
L124	N60°41'30"W	26.71'
L125	N00°00'00"E	220.75'
L126	N90°00'00"W	91.00'
L127	N00°00'00"E	840.00'
L128	N03°26'01"E	50.09'
L129	N00°00'00"E	115.00'
L130	N90°00'00"E	250.00'
L131	S00°07'05"W	1760.00'
L132	S45°07'31"W	63.63'



50' x 115' TYPICAL LOT

N.T.S.

50' X 115' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 10' FOR COVERED PORCHES, AND 10' FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.

Bowman

Bowman Consulting Group, Ltd.
1800 N Desert Drive, #210
Tempe, AZ 85281

Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B. TONEY
Date Signed: 12/15/21
ARIZONA, U.S.A.

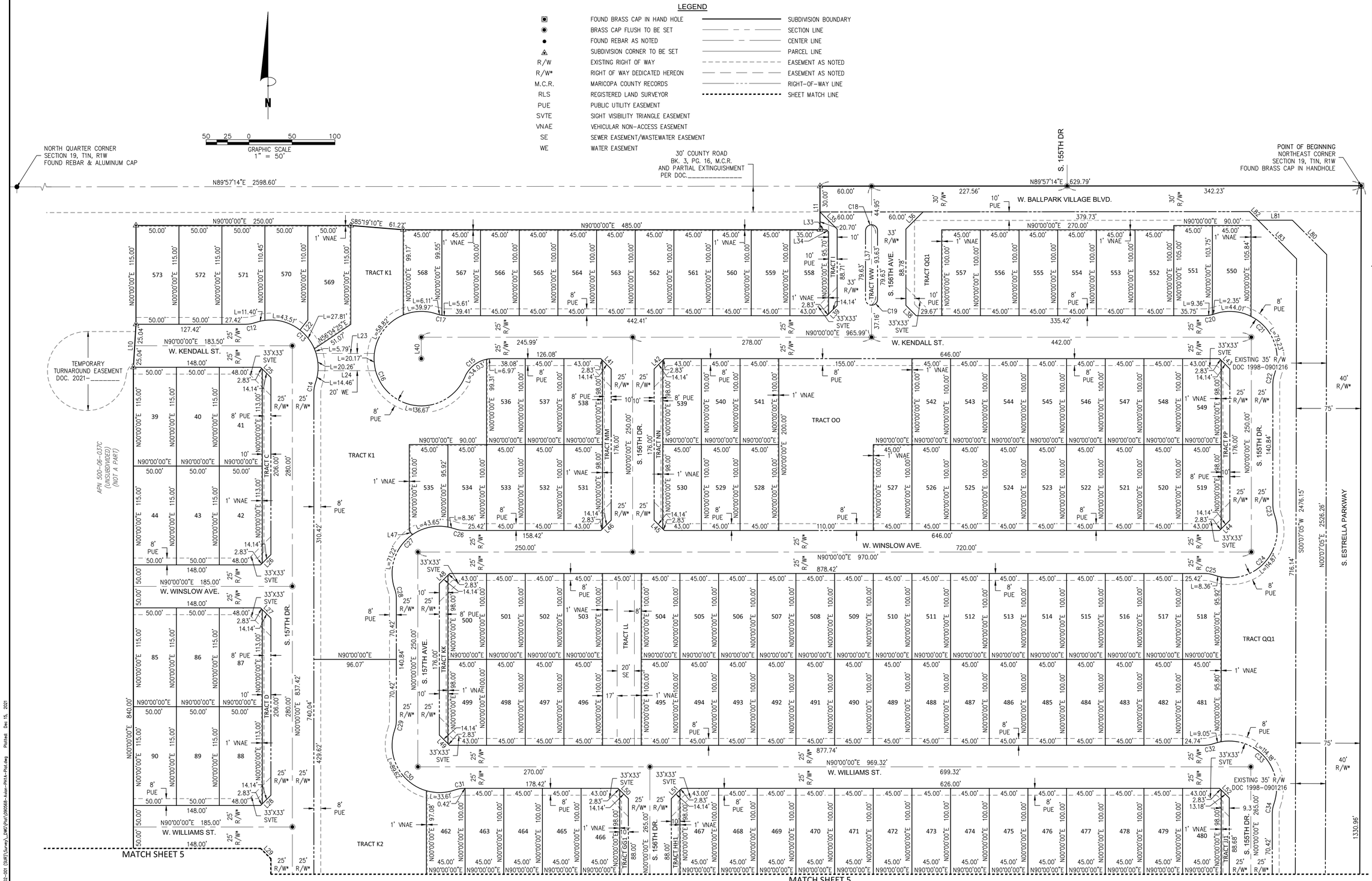
FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1A
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

DATE:	12/15/21
PROJ NO:	090568-02
TASK NUM:	001
DRAWN BY:	TL
CHECKED:	DT
QUALITY:	
CLIENT NO:	

SCALE
N.T.S.

File: V:\090568 - Sun DS Farms\090568-02-001 (SUB)\Survey_DWG\Plat\090568-Avion-PH1A-Plat.dwg Plotted: Dec 15, 2021



Bowman

Bowman Consulting Group, Ltd.
1600 N Desert Drive, #210
Tempe, AZ 85281

Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 12/15/21
ARIZONA U.S.A.

FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1A
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

DATE: 12/15/21
PROJ NO: 090568-02
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:
SCALE
1" = 50'

File: V:\090568 - Sun DS Farms\090568-02-001 (Still)\Survey_DWG\Plat\090568-Avion-PH1A-Plat.dwg Plotted: Dec 15, 2021

MATCH SHEET 4

MATCH SHEET 4

MATCH SHEET 6

W. MIAMI ST.

W. MIAMI ST.

W. KERBY AVE.

W. SUPERIOR AVE.

W. LUPINE AVE.

W. LUPINE AVE.

S. 157TH DR.

S. 156TH DR.

S. 175TH DR.

S. 155TH DR.

S. 156TH DR.

S. 156TH AVE.

S. 155TH LN.

S. 156TH AVE.

S. ESTRELLA PARKWAY

S. ESTRELLA PARKWAY

S. WOOD BLVD.

TRACT K2

TRACT J

TRACT GG2

TRACT HH2

TRACT JJ2

TRACT EE

TRACT FF

TRACT QQ2

TRACT QQ2

TRACT DD

TRACT CC

TRACT BB

TRACT AA

TRACT UU

TRACT I I

TRACT I I

PARCEL G

EXISTING 35' R/W DOC 1998-0901216

EXISTING 35' R/W DOC 1998-0901216

APN 500-06-037C (UNSUBDIVIDED) (NOT A PART)

APN 500-06-035C (UNSUBDIVIDED) (NOT A PART)

APN 500-06-037D (UNSUBDIVIDED) (NOT A PART)

GRAPHIC SCALE 1" = 50'

LEGEND

◙	FOUND BRASS CAP IN HAND HOLE
◉	BRASS CAP FLUSH TO BE SET
●	FOUND REBAR AS NOTED
◬	SUBDIVISION CORNER TO BE SET
R/W	EXISTING RIGHT OF WAY
R/W*	RIGHT OF WAY DEDICATED HEREON
M.C.R.	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
SVTE	SIGHT VISIBILITY TRIANGLE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SE	SEWER EASEMENT/WASTEWATER EASEMENT
WE	WATER EASEMENT
	SUBDIVISION BOUNDARY
	SECTION LINE
	CENTER LINE
	PARCEL LINE
	EASEMENT AS NOTED
	EASEMENT AS NOTED
	RIGHT-OF-WAY LINE
	SHEET MATCH LINE

Bowman

Bowman Consulting Group, Ltd.
1800 N Desert Drive, #210
Tempe, AZ 85281

Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B. TONEY
Date Signed: 12/15/21
ARIZONA, U.S.A.

FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1A
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

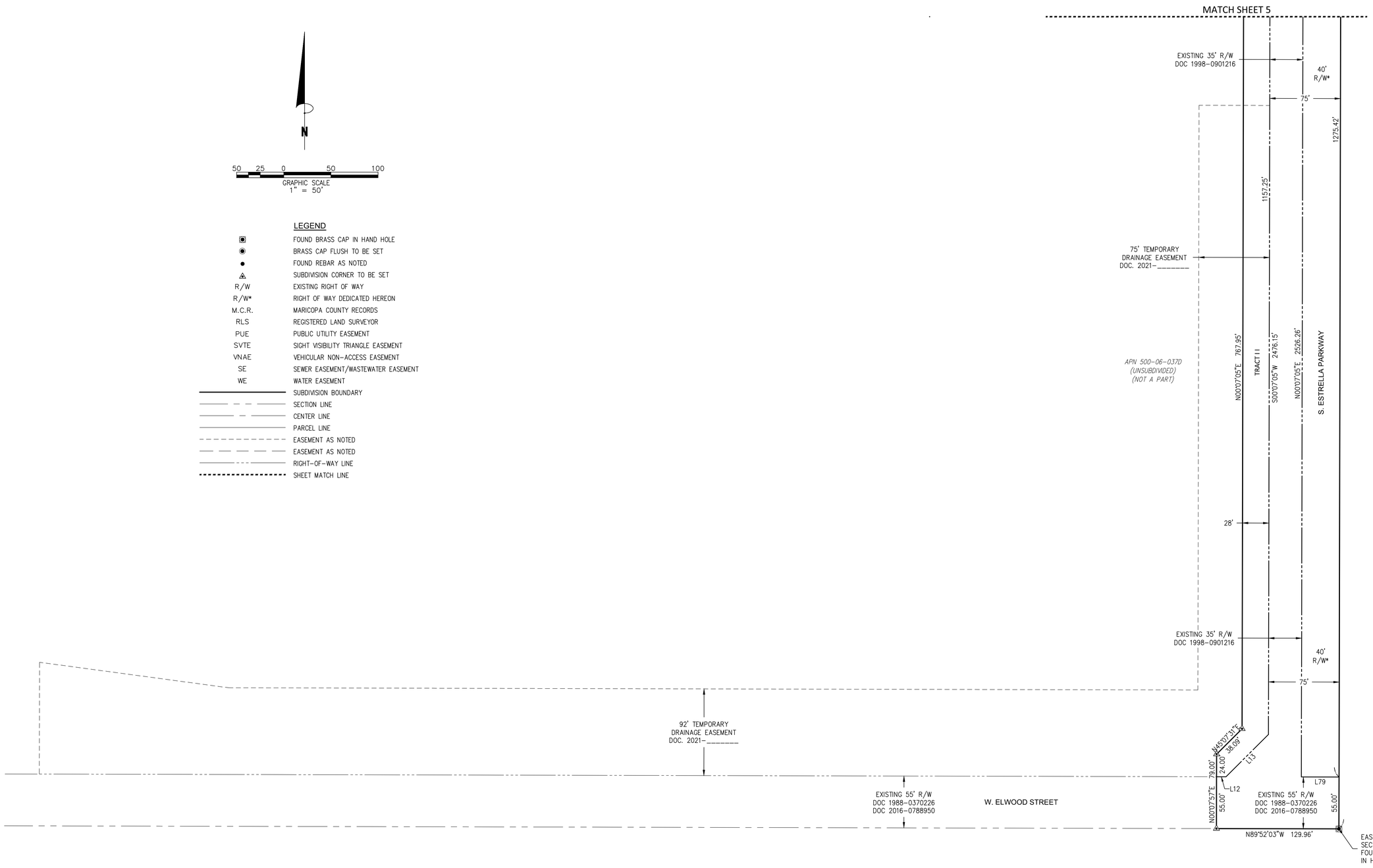
DATE:	12/15/21
PROJ NO:	090568-02
TASK NUM:	001
DRAWN BY:	TL
CHECKED:	DT
QUALITY:	
CLIENT NO:	

SCALE 1" = 50'

File: V:\090568 - Sun DS Farms\090568-02-001 (3)#1\Survey_DWG\Plat\090568-Avion-PH1A-Plat.dwg Plotted: Dec 15, 2021

LEGEND

◉	FOUND BRASS CAP IN HAND HOLE
◉	BRASS CAP FLUSH TO BE SET
●	FOUND REBAR AS NOTED
◬	SUBDIVISION CORNER TO BE SET
R/W	EXISTING RIGHT OF WAY
R/W*	RIGHT OF WAY DEDICATED HEREON
M.C.R.	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
SVTE	SIGHT VISIBILITY TRIANGLE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SE	SEWER EASEMENT/WASTEWATER EASEMENT
WE	WATER EASEMENT
———	SUBDIVISION BOUNDARY
——— – – ———	SECTION LINE
——— – ———	CENTER LINE
———	PARCEL LINE
- - - - - -	EASEMENT AS NOTED
— — — — —	EASEMENT AS NOTED
———·———	RIGHT-OF-WAY LINE
----------	SHEET MATCH LINE



Bowman
Bowman Consulting Group, Ltd.
1800 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 12/15/21
ARIZONA, U.S.A.

FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1A
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

DATE:	12/15/21
PROJ NO:	090568-02
TASK NUM:	001
DRAWN BY:	TL
CHECKED:	DT
QUALITY:	
CLIENT NO:	
SCALE	1" = 50'

File: V:\090568 - Sun DS Farms\090568-02-001 (SW)\Survey_DWG\Plat\090568-Avion-Phase1A-Plat.dwg Plotted: Dec 15, 2021

LEGAL DESCRIPTION - GY160 LAND SUB 1 PROPERTY

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 00°07'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 85.22 FEET TO A POINT;

THENCE DEPARTING SAID EAST LINE, NORTH 89°52'55" WEST, A DISTANCE OF 75.00 FEET TO THE WEST LINE OF THE EAST 75 FEET OF SAID NORTHEAST QUARTER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°07'05" WEST, ALONG SAID WEST LINE, A DISTANCE OF 716.14 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 90°00'00" WEST, A DISTANCE OF 1011.14 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 97.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 15°49'36" EAST, A RADIAL DISTANCE OF 55.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 93°21'41", AN ARC DISTANCE OF 89.62 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE WESTERLY AND HAVING A RADIUS OF 35.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°11'17", AN ARC DISTANCE OF 11.72 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 70.42 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 96.07 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 310.42 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE EASTERLY AND HAVING A RADIUS OF 35.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°11'17", AN ARC DISTANCE OF 11.72 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE WESTERLY AND HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°11'45", AN ARC DISTANCE OF 40.50 FEET TO A POINT OF TANGENCY;

THENCE NORTH 56°04'25" EAST, A DISTANCE OF 51.07 FEET;

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

THENCE SOUTH 85°19'10" EAST, A DISTANCE OF 61.27 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 485.00 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 20.70 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°57'14" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 499.73 FEET;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 44°57'51" EAST, A DISTANCE OF 77.67 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - GY160 LAND SUB 5 PROPERTY

PARCEL NO. 1:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 00°07'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2606.38 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF THE EAST 40 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°07'05" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2526.26 FEET;

THENCE NORTH 44°57'51" WEST, A DISTANCE OF 56.49 FEET TO THE SOUTH LINE OF THE NORTH 40 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°57'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 40.00 FEET;

THENCE NORTH 44°57'51" WEST, A DISTANCE OF 14.12 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°57'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 499.73 FEET;

THENCE NORTH 00°00'00" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 89°57'14" EAST, A DISTANCE OF 629.79 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 00°07'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2606.38 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°52'03" WEST, A DISTANCE OF 9.94 FEET;

THENCE NORTH 00°07'57" EAST, A DISTANCE OF 24.00 FEET;

THENCE NORTH 45°07'31" EAST, A DISTANCE OF 38.09 FEET TO THE WEST LINE OF THE EAST 103 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°07'05" EAST, ALONG SAID WEST LINE, A DISTANCE OF 767.95 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 63.24 FEET;

THENCE NORTH 00°00'00" WEST, A DISTANCE OF 17.58 FEET;

THENCE NORTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;

LEGAL DESCRIPTION - GY160 LAND SUB 5 PROPERTY (CONTINUED)

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1012.94 FEET;

THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00°00'00" WEST, A DISTANCE OF 140.43 FEET;

THENCE NORTH 89°59'02" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE EASTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 90°00'00" EAST, A RADIAL DISTANCE OF 35.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°10'24", AN ARC DISTANCE OF 11.71 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE WESTERLY AND HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°54'31", AN ARC DISTANCE OF 59.43 FEET TO A POINT;

THENCE NORTH 47°15'51" EAST, A DISTANCE OF 18.53 FEET;

THENCE NORTH 00°00'00" WEST, A DISTANCE OF 240.10 FEET;

THENCE NORTH 60°41'30" WEST, A DISTANCE OF 26.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 60°41'30" WEST, A RADIAL DISTANCE OF 55.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 186°25'22", AN ARC DISTANCE OF 178.95 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°54'34", AN ARC DISTANCE OF 20.71 FEET TO A POINT;

THENCE NORTH 00°00'00" WEST, A DISTANCE OF 220.75 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 91.00 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 840.00 FEET;

THENCE NORTH 03°26'01" EAST, A DISTANCE OF 50.09 FEET;

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

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 250.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 115.00 FEET;

THENCE SOUTH 56°04'25" WEST, A DISTANCE OF 51.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 66°59'33" WEST, A RADIAL DISTANCE OF 55.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°11'45", AN ARC DISTANCE OF 40.50 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS OF 35.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°11'17", AN ARC DISTANCE OF 11.72 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 310.42 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 96.07 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 70.42 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY AND HAVING A RADIUS OF 35.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°11'17", AN ARC DISTANCE OF 11.72 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET;

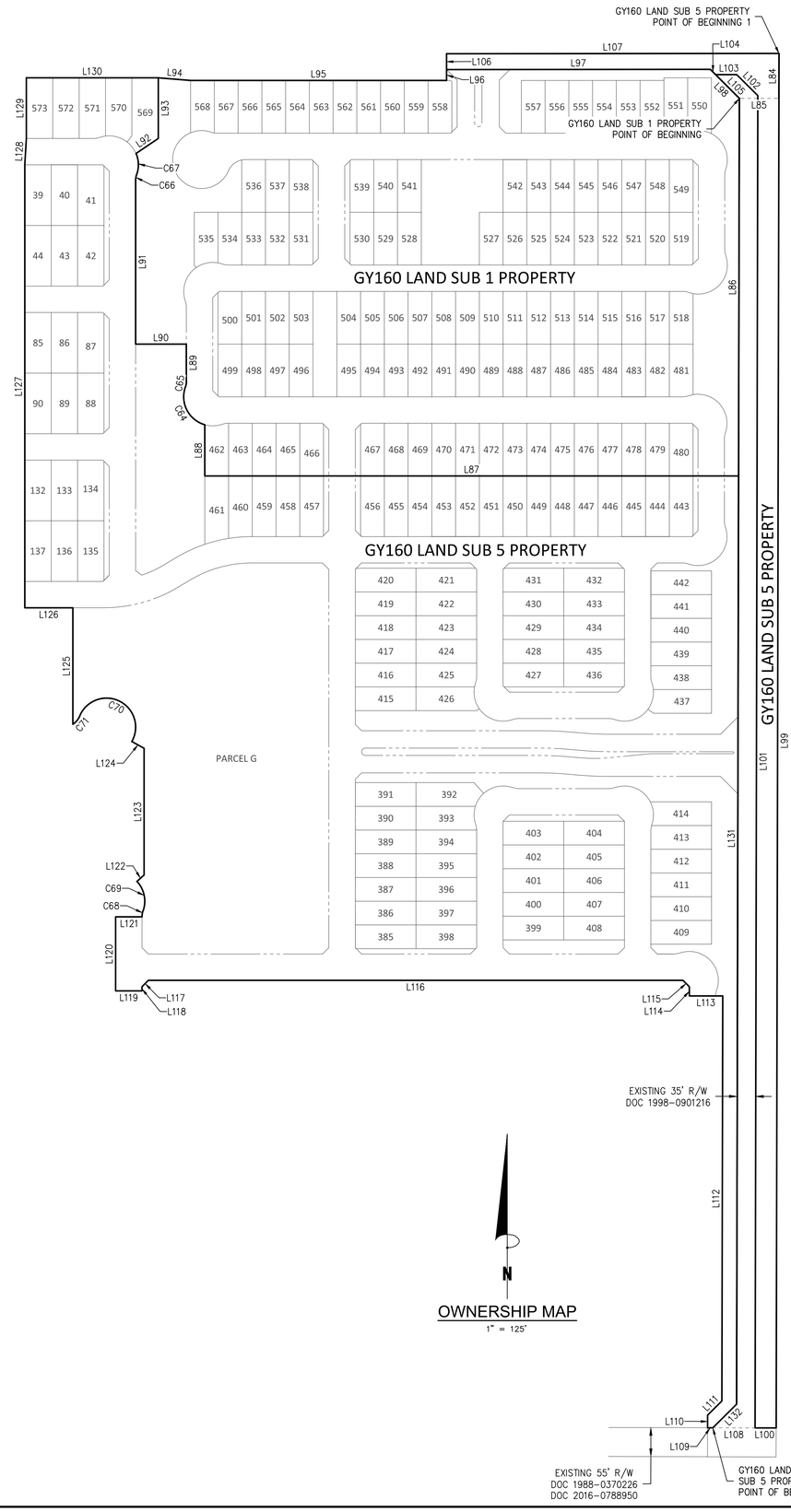
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 93°21'41", AN ARC DISTANCE OF 89.62 FEET TO A POINT;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 97.08 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 1011.14 FEET TO THE WEST LINE OF THE EAST 75 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00°07'05" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1760.00 FEET;

THENCE SOUTH 45°07'31" WEST, A DISTANCE OF 63.63 FEET TO THE POINT OF BEGINNING.



OWNERSHIP MAP
1" = 125'

Bowman
Bowman Consulting Group, Ltd.
1800 N Desert Drive, #210
Tempe, AZ 85281
Phone (480) 629-8830
Fax (480) 629-8841
www.bowman.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B. TONEY
State Signed 12/15/21
ARIZONA, U.S.A.

FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1A
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

DATE: 12/15/21
PROJ NO: 090568-02
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:
SCALE N.T.S.

File: V:\090568 - Sun DS Farms\090568-02-001 (SWR)\Survey_DWG\Plat\090568-Avion-PH1A-Plat.dwg Plotted: Dec 15, 2021

AVION AT BALLPARK VILLAGE

PRELIMINARY PLAT

GOODYEAR, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 00°07'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2606.38 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF THE EAST 40 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°07'05" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2526.26 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 44°57'51" WEST, A DISTANCE OF 56.49 FEET TO THE SOUTH LINE OF THE NORTH 40 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°57'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 40.00 FEET;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 44°57'51" EAST, A DISTANCE OF 63.55 FEET TO THE WEST LINE OF THE EAST 75 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00°07'05" WEST, ALONG SAID WEST LINE, A DISTANCE OF 2476.15 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 45°07'31" WEST, A DISTANCE OF 63.63 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2495.43 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°29'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2598.33 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE NORTH 89°57'14" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2598.60 FEET TO THE POINT OF BEGINNING.



KEY MAP



VICINITY MAP
N.T.S.

ENGINEER

BOWMAN CONSULTING
6751 NORTH SUNSET BLVD, SUITE: 325
GLENDALE, AZ 85305
PHONE: 480.629.8830
CONTACT: JOE CABLE
EMAIL: jcable@bowmanconsulting.com

OWNERS

GY160 LAND SUB 1 LLC
GY160 LAND SUB 2 LLC
GY160 LAND SUB 3 LLC
GY160 LAND SUB 4 LLC
GY160 LAND SUB 5 LLC
7001 N. SCOTTSDALE ROAD, SUITE 1015
SCOTTSDALE, ARIZONA 85253
PHONE: 480.315.2600
CONTACT: GREG LEHMANN
EMAIL: glehmann@commsw.com

BENCHMARK

PRIMARY BENCHMARK
BRASS CAP IN HAND HOLE @ THE NORTHEAST CORNER OF SECTION 19, T1N, R1W
(ALSO THE INTERSECTION OF ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD)
ELEV = 995.788 NAVD88

SECONDARY BENCHMARK
BRASS CAP IN HAND HOLE @ THE EAST QUARTER CORNER OF SECTION 19, T1N, R1W
(ALSO THE INTERSECTION OF ESTRELLA PARKWAY AND ELWOOD STREET)
ELEV = 937.68 NAVD88

BASIS OF BEARINGS

SOUTH 00 DEGREES 07 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 1351 OF MAPS, PAGE 42, M.C.R.

FLOOD DATA

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C2145L, DATED OCTOBER 16, 2013 THIS PROPERTY IS LOCATED IN FLOOD ZONE "X"

PHASING NOTES

THIS PROJECT WILL BE CONSTRUCTED IN FOUR ONSITE PHASES AND THREE OFFSITE PHASES. SEE SHEET PP02 FOR PHASING MAP.
PHASE 1A OFFSITE AND PHASE 1A ONSITE WILL BE CONSTRUCTED CONCURRENTLY. PHASE 1B OFFSITE AND ONSITE WILL BE CONSTRUCTED CONCURRENTLY, AND PHASE 2 OFFSITE AND ONSITE WILL BE CONSTRUCTED CONCURRENTLY.

HOMEOWNER'S ASSOCIATION

A HOMEOWNERS ASSOCIATION WILL BE CREATED FOR THIS DEVELOPMENT TO MAINTAIN OPEN SPACE AND TO ENFORCE CC&R'S

SITE DATA		
EXISTING ZONING	PAD	
GROSS AREA	6,693,224 SF	153.6553 AC
LOT SUMMARY		
LOTS 45' x 100'	107	
LOTS 45' x 115'	240	
LOTS 50' x 115'	228	
LOT TOTAL	575	
MINIMUM LOT SIZE	4,340 SF	
AVERAGE LOT SIZE	5,278 SF	
PROPOSED DENSITY (GROSS)	3.74 DU/AC	
DENSITY EXCLUDING FUTURE PARCEL F		
PARCEL F AREA	1,049,827 SF	24.10 AC
ADJUSTED GROSS AREA	5,643,397 SF	129.55 AC
ADJUSTED DENSITY	4.44 DU/AC	
OPEN SPACE SUMMARY		
TOTAL OPEN SPACE AREA	1,108,959 SF	25.46 AC
OPEN SPACE %	16.57%	
THIS SUBDIVISION WILL HAVE A HOMEOWNERS ASSOCIATION.		
ACTIVE AREA		
COMMUNITY PARK (PARCEL G AND TRACT M)	307,677 SF	7.06 AC
TRACTS B, H, K, N, T, X, OO	278,332 SF	6.39 AC
TOTAL ACTIVE AREA	586,009 SF	13.45 AC
PASSIVE AREA		
TRACTS A, C, D, E, F, G, I, J, L, M, O, P, Q, R, S, U, V, W, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN, PP, QQ, RR	522,950 SF	12.01 AC

LEGEND

- BOUNDARY LINE
- CENTER LINE
- EASEMENT
- LOT LINE
- MATCHLINE
- RIGHT-OF-WAY
- SURVEY MARKER

AC	ACRES
AM	AMENITIES
APN	ASSESSOR'S PARCEL NUMBER
B/C	BACK OF CURB
BCHH	BRASS CAP IN HAND HOLE
BCF	BRASS CAP FLUSH
BSL	BUILDING SETBACK LINE
CL	CENTER LINE
COG	CITY OF GOODYEAR
C1	CURVE TABLE NUMBER
DR	DRAINAGE RETENTION
ESMT	EASEMENT
EX	EXISTING
GF	GARAGE FACE
GL	GARAGE LEFT
GR	GARAGE RIGHT
HOA	HOMEOWNER'S ASSOCIATION
IRR	IRRIGATION
LS	LANDSCAPE
L1	LINE TABLE NUMBER
MCR	MARICOPA COUNTY RECORDS
NTS	NOT TO SCALE
OS	OPEN SPACE
PP	PRELIMINARY PLAT
PUE	PUBLIC UTILITY EASEMENT
RET	RETENTION
R	RADIUS
R.I.D.	ROOSEVELT IRRIGATION DISTRICT
R/W	RIGHT-OF-WAY
SB	SETBACK
SE	SEWER EASEMENT
S/W	SIDEWALK
SVT	SIGHT VISIBILITY TRIANGLE
SF	SQUARE FEET
TEAE	TEMPORARY EMERGENCY ACCESS EASEMENT
TEMP	TEMPORARY
TYP	TYPICAL
WE	WATER EASEMENT

UTILITY PROVIDERS

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
ELECTRIC	APS
TELEPHONE	COX COMMUNICATIONS OR CENTURYLINK
GAS	SOUTHWEST GAS COMPANY
REFUSE	CITY OF GOODYEAR

Sheet List Table

Sheet Number	Sheet Title
PP01	COVER SHEET
PP02	PHASING PLAN & CURVE DATA
PP03	DETAILS AND LOT AREA
PP04	PRELIMINARY PLAT
PP05	PRELIMINARY PLAT
PP06	PRELIMINARY PLAT
PP07	PRELIMINARY PLAT
PP08	PRELIMINARY PLAT
PP09	PRELIMINARY PLAT
PP10	STREET SECTIONS

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6751 N. Sunset Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

########## - COVER SHEET

AVION AT BALLPARK VILLAGE
SWC ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD
GOODYEAR, AZ
MARICOPA COUNTY

PROJECT NUMBER

33135
JOSEPH E.
CABLE
01/22/2021
REGISTERED PROFESSIONAL ENGINEER
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD

SCALE H:
V:

JOB No. 090568-02-001

DATE : 01/22/2021

PP01
SHEET 01 OF 10

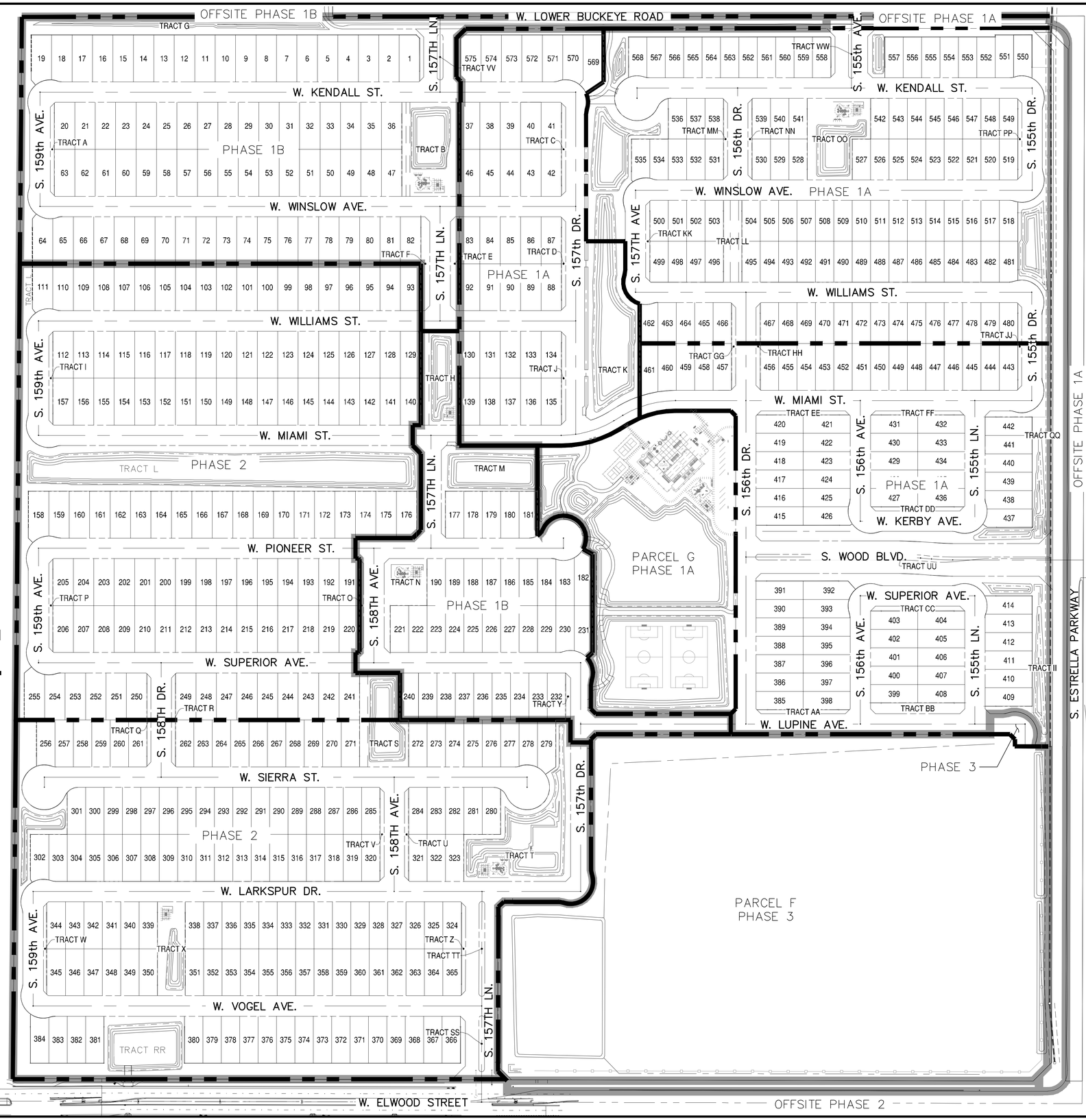
C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-001-COV.dwg 02/26/2021

CURVE DATA				CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C1	11.72'	35.00'	19°11'17"	C69	123.23'	55.00'	128°22'35"
C2	123.23'	55.00'	128°22'42"	C70	11.72'	35.00'	19°11'17"
C3	11.72'	35.00'	19°11'17"	C71	11.72'	35.00'	19°11'17"
C4	11.72'	35.00'	19°11'17"	C72	123.23'	55.00'	128°22'35"
C5	123.23'	55.00'	128°22'27"	C73	11.72'	35.00'	19°11'17"
C6	11.72'	35.00'	19°11'17"	C74	55.08'	640.00'	4°55'53"
C7	11.72'	35.00'	19°11'17"	C75	48.20'	560.00'	4°55'53"
C8	123.25'	55.00'	128°23'23"	C76	48.20'	560.00'	4°55'53"
C9	11.72'	35.00'	19°11'17"	C77	55.08'	640.00'	4°55'53"
C10	41.00'	35.00'	67°06'53"	C78	11.72'	35.00'	19°11'17"
C11	255.63'	55.00'	266°18'10"	C79	123.23'	55.00'	128°22'35"
C12	11.72'	35.00'	19°11'17"	C80	11.72'	35.00'	19°11'17"
C13	41.00'	35.00'	67°06'53"	C81	11.72'	35.00'	19°11'17"
C14	255.63'	55.00'	266°18'10"	C82	123.23'	55.00'	128°22'35"
C15	11.72'	35.00'	19°11'17"	C83	11.72'	35.00'	19°11'17"
C16	11.72'	35.00'	19°11'17"	C84	11.72'	35.00'	19°11'17"
C17	123.22'	55.00'	128°21'47"	C85	123.24'	55.00'	128°22'49"
C18	11.72'	35.00'	19°11'17"	C86	11.72'	35.00'	19°11'17"
C19	11.72'	35.00'	19°11'17"	C87	51.64'	600.00'	4°55'53"
C20	123.23'	55.00'	128°22'32"	C88	51.64'	600.00'	4°55'53"
C21	11.72'	35.00'	19°11'17"	C89	135.73'	250.00'	31°06'26"
C22	11.72'	35.00'	19°11'17"	C90	135.73'	250.00'	31°06'26"
C23	123.23'	55.00'	128°22'37"				
C24	11.72'	35.00'	19°11'17"				
C25	11.72'	35.00'	19°11'17"				
C26	255.63'	55.00'	266°18'10"				
C27	41.00'	35.00'	67°06'53"				
C28	11.72'	35.00'	19°11'17"				
C29	123.23'	55.00'	128°22'35"				
C30	11.72'	35.00'	19°11'17"				
C31	11.72'	35.00'	19°11'17"				
C32	123.23'	55.00'	128°22'35"				
C33	11.72'	35.00'	19°11'17"				
C34	11.76'	35.00'	19°14'44"				
C35	123.29'	55.00'	128°26'01"				
C36	11.72'	35.00'	19°11'17"				
C37	11.72'	35.00'	19°11'17"				
C38	123.18'	55.00'	128°19'07"				
C39	11.69'	35.00'	19°07'50"				
C40	11.72'	35.00'	19°11'17"				
C41	123.23'	55.00'	128°22'35"				
C42	11.72'	35.00'	19°11'17"				
C43	149.30'	275.00'	31°06'26"				
C44	122.16'	225.00'	31°06'26"				
C45	48.56'	225.00'	12°21'59"				
C46	149.30'	275.00'	31°06'26"				
C47	11.72'	35.00'	19°11'17"				
C48	123.23'	55.00'	128°22'35"				
C49	11.72'	35.00'	19°11'17"				
C50	11.72'	35.00'	19°11'17"				
C51	123.23'	55.00'	128°22'35"				
C52	11.72'	35.00'	19°11'17"				
C53	41.00'	35.00'	67°06'53"				
C54	255.63'	55.00'	266°18'10"				
C55	11.72'	35.00'	19°11'17"				
C56	9.36'	35.00'	15°19'41"				
C57	79.23'	55.00'	82°32'09"				
C58	11.72'	35.00'	19°11'17"				
C59	11.72'	35.00'	19°11'17"				
C60	123.23'	55.00'	128°22'35"				
C61	11.72'	35.00'	19°11'17"				
C62	11.72'	35.00'	19°11'17"				
C63	123.23'	55.00'	128°22'35"				
C64	11.72'	35.00'	19°11'17"				
C65	11.72'	35.00'	19°11'17"				
C66	123.23'	55.00'	128°22'35"				
C67	11.72'	35.00'	19°11'17"				
C68	11.72'	35.00'	19°11'17"				

PHASE LINE

PARCEL LINE



CAD FILE NAME: V:\090568 – sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-002-PPT.dwg 02/26/2021

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6295 N. Sunset Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT - PHASING PLAN & CURVE DATA

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CERTIFICATE NO.)
33135
JOSEPH E. CABLE
(EXPIRATION DATE: 6/30/2021)
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION
DD	MT / JC
DESIGN	DRAWN / CHKD
SCALE	H: 1" = 120' V:
JOB No.	090568-02-001
DATE :	01/22/2021

SHEET PP02 02 OF 10

C.O.G. 20-50000008

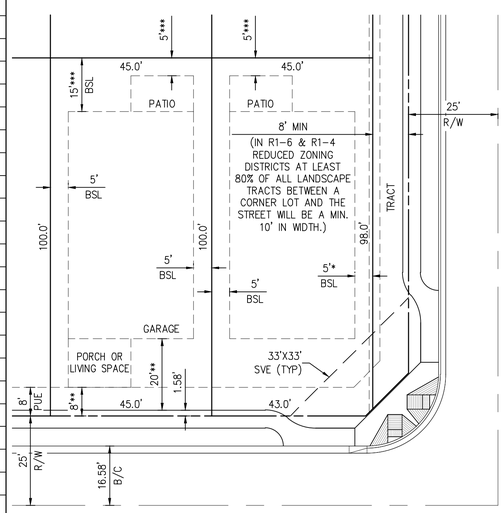
LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA	
LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA
1	5715.06 SF	73	5750.00 SF	145	5750.00 SF	217	5750.00 SF	289	5175.00 SF	361	5175.00 SF	433	5175.00 SF	505	4500.00 SF
2	5750.00 SF	74	5750.00 SF	146	5750.00 SF	218	5750.00 SF	290	5175.00 SF	362	5175.00 SF	434	5175.00 SF	506	4500.00 SF
3	5750.00 SF	75	5750.00 SF	147	5750.00 SF	219	5750.00 SF	291	5175.00 SF	363	5175.00 SF	435	5175.00 SF	507	4500.00 SF
4	5750.00 SF	76	5750.00 SF	148	5750.00 SF	220	5748.00 SF	292	5175.00 SF	364	5175.00 SF	436	5173.00 SF	508	4500.00 SF
5	5750.00 SF	77	5750.00 SF	149	5750.00 SF	221	5170.51 SF	293	5175.00 SF	365	5218.01 SF	437	5099.32 SF	509	4500.00 SF
6	5750.00 SF	78	5750.00 SF	150	5750.00 SF	222	5170.51 SF	294	5175.00 SF	366	5175.00 SF	438	5120.07 SF	510	4500.00 SF
7	5750.00 SF	79	5750.00 SF	151	5750.00 SF	223	5170.51 SF	295	5175.00 SF	367	5175.00 SF	439	5175.00 SF	511	4500.00 SF
8	5750.00 SF	80	5750.00 SF	152	5750.00 SF	224	5170.51 SF	296	5175.00 SF	368	5175.00 SF	440	5175.00 SF	512	4500.00 SF
9	5750.00 SF	81	5750.00 SF	153	5750.00 SF	225	5170.51 SF	297	5175.00 SF	369	5175.00 SF	441	5175.00 SF	513	4500.00 SF
10	5750.00 SF	82	5750.00 SF	154	5750.00 SF	226	5170.51 SF	298	5175.00 SF	370	5175.00 SF	442	5175.00 SF	514	4500.00 SF
11	5750.00 SF	83	5750.00 SF	155	5750.00 SF	227	5170.51 SF	299	5175.00 SF	371	5175.00 SF	443	5173.00 SF	515	4500.00 SF
12	5750.00 SF	84	5750.00 SF	156	5750.00 SF	228	5170.51 SF	300	5175.00 SF	372	5175.00 SF	444	5175.00 SF	516	4500.00 SF
13	5750.00 SF	85	5750.00 SF	157	5748.00 SF	229	5170.70 SF	301	5069.46 SF	373	5175.00 SF	445	5175.00 SF	517	4500.00 SF
14	5750.00 SF	86	5750.00 SF	158	5812.17 SF	230	5048.25 SF	302	5038.68 SF	374	5175.00 SF	446	5175.00 SF	518	4467.40 SF
15	5750.00 SF	87	5748.00 SF	159	5670.44 SF	231	5318.69 SF	303	5154.55 SF	375	5175.00 SF	447	5175.00 SF	519	4498.00 SF
16	5750.00 SF	88	5748.00 SF	160	5750.00 SF	232	5175.00 SF	304	5175.00 SF	376	5175.00 SF	448	5175.00 SF	520	4500.00 SF
17	5750.00 SF	89	5750.00 SF	161	5750.00 SF	233	5175.00 SF	305	5175.00 SF	377	5175.00 SF	449	5175.00 SF	521	4500.00 SF
18	5688.53 SF	90	5750.00 SF	162	5750.00 SF	234	5175.00 SF	306	5175.00 SF	378	5175.00 SF	450	5175.00 SF	522	4500.00 SF
19	5718.55 SF	91	5750.00 SF	163	5750.00 SF	235	5175.00 SF	307	5175.00 SF	379	5175.00 SF	451	5175.00 SF	523	4500.00 SF
20	5749.43 SF	92	5750.00 SF	164	5750.00 SF	236	5175.00 SF	308	5175.00 SF	380	5175.00 SF	452	5175.00 SF	524	4500.00 SF
21	5751.48 SF	93	5750.00 SF	165	5750.00 SF	237	5175.00 SF	309	5175.00 SF	381	5175.00 SF	453	5175.00 SF	525	4500.00 SF
22	5751.48 SF	94	5750.00 SF	166	5750.00 SF	238	5175.00 SF	310	5175.00 SF	382	5175.00 SF	454	5175.00 SF	526	4500.00 SF
23	5751.48 SF	95	5750.00 SF	167	5750.00 SF	239	5175.00 SF	311	5175.00 SF	383	5154.58 SF	455	5175.00 SF	527	4500.00 SF
24	5751.48 SF	96	5750.00 SF	168	5750.00 SF	240	5175.00 SF	312	5175.00 SF	384	5059.45 SF	456	5173.00 SF	528	4500.00 SF
25	5751.48 SF	97	5750.00 SF	169	5750.00 SF	241	5750.00 SF	313	5175.00 SF	385	5173.00 SF	457	5173.00 SF	529	4500.00 SF
26	5751.48 SF	98	5750.00 SF	170	5750.00 SF	242	5750.00 SF	314	5175.00 SF	386	5175.00 SF	458	5175.00 SF	530	4498.00 SF
27	5751.48 SF	99	5750.00 SF	171	5750.00 SF	243	5750.00 SF	315	5175.00 SF	387	5175.00 SF	459	5175.00 SF	531	4498.00 SF
28	5751.48 SF	100	5750.00 SF	172	5750.00 SF	244	5750.00 SF	316	5175.00 SF	388	5175.00 SF	460	5223.82 SF	532	4500.00 SF
29	5751.48 SF	101	5750.00 SF	173	5750.00 SF	245	5750.00 SF	317	5175.00 SF	389	5175.00 SF	461	5547.74 SF	533	4500.00 SF
30	5751.48 SF	102	5750.00 SF	174	5750.00 SF	246	5750.00 SF	318	5175.00 SF	390	5175.00 SF	462	4355.79 SF	534	4467.40 SF
31	5751.48 SF	103	5750.00 SF	175	5750.00 SF	247	5750.00 SF	319	5175.00 SF	391	5175.00 SF	463	4500.00 SF	535	4404.32 SF
32	5751.48 SF	104	5750.00 SF	176	5748.00 SF	248	5750.00 SF	320	5173.00 SF	392	5352.51 SF	464	4500.00 SF	536	4498.41 SF
33	5751.48 SF	105	5750.00 SF	177	5173.00 SF	249	5748.22 SF	321	5173.00 SF	393	5027.29 SF	465	4500.00 SF	537	4500.00 SF
34	5751.48 SF	106	5750.00 SF	178	5175.00 SF	250	5747.84 SF	322	5175.00 SF	394	5175.00 SF	466	4498.00 SF	538	4498.00 SF
35	5751.48 SF	107	5750.00 SF	179	5175.00 SF	251	5750.00 SF	323	5175.00 SF	395	5175.00 SF	467	4498.00 SF	539	4498.00 SF
36	5751.48 SF	108	5750.00 SF	180	5175.00 SF	252	5750.00 SF	324	5243.25 SF	396	5175.00 SF	468	4500.00 SF	540	4500.00 SF
37	5750.00 SF	109	5750.00 SF	181	5139.77 SF	253	5750.00 SF	325	5175.25 SF	397	5175.00 SF	469	4500.00 SF	541	4500.00 SF
38	5750.00 SF	110	5717.40 SF	182	5789.51 SF	254	5623.35 SF	326	5175.25 SF	398	5173.00 SF	470	4500.00 SF	542	4500.00 SF
39	5750.00 SF	111	5651.99 SF	183	5031.82 SF	255	5972.50 SF	327	5175.25 SF	399	5175.00 SF	471	4500.00 SF	543	4500.00 SF
40	5750.00 SF	112	5748.00 SF	184	5173.40 SF	256	5021.58 SF	328	5175.25 SF	400	5175.00 SF	472	4500.00 SF	544	4500.00 SF
41	5748.00 SF	113	5750.00 SF	185	5179.49 SF	257	5174.75 SF	329	5175.25 SF	401	5175.00 SF	473	4500.00 SF	545	4500.00 SF
42	5748.00 SF	114	5750.00 SF	186	5179.49 SF	258	5175.00 SF	330	5175.25 SF	402	5175.00 SF	474	4500.00 SF	546	4500.00 SF
43	5750.00 SF	115	5750.00 SF	187	5179.49 SF	259	5175.00 SF	331	5175.25 SF	403	5175.00 SF	475	4500.00 SF	547	4500.00 SF
44	5750.00 SF	116	5750.00 SF	188	5179.49 SF	260	5175.00 SF	332	5175.25 SF	404	5175.00 SF	476	4500.00 SF	548	4500.00 SF
45	5750.00 SF	117	5750.00 SF	189	5179.49 SF	261	5173.15 SF	333	5175.25 SF	405	5175.00 SF	477	4500.00 SF	549	4498.00 SF
46	5750.00 SF	118	5750.00 SF	190	5179.49 SF	262	5172.91 SF	334	5175.25 SF	406	5175.00 SF	478	4500.00 SF	550	4572.89 SF
47	5748.52 SF	119	5750.00 SF	191	5748.00 SF	263	5175.00 SF	335	5175.05 SF	407	5175.00 SF	479	4500.00 SF	551	4721.19 SF
48	5748.52 SF	120	5750.00 SF	192	5750.00 SF	264	5175.00 SF	336	5175.25 SF	408	5175.00 SF	480	4498.00 SF	552	4500.00 SF
49	5748.52 SF	121	5750.00 SF	193	5750.00 SF	265	5175.00 SF	337	5175.25 SF	409	5175.00 SF	481	4464.59 SF	553	4500.00 SF
50	5748.52 SF	122	5750.00 SF	194	5750.00 SF	266	5175.00 SF	338	5175.25 SF	410	5175.00 SF	482	4500.00 SF	554	4500.00 SF
51	5748.52 SF	123	5750.00 SF	195	5750.00 SF	267	5175.00 SF	339	5175.13 SF	411	5175.00 SF	483	4500.00 SF	555	4500.00 SF
52	5748.52 SF	124	5750.00 SF	196	5750.00 SF	268	5175.00 SF	340	5175.13 SF	412	5175.00 SF	484	4500.00 SF	556	4500.00 SF
53	5748.52 SF	125	5750.00 SF	197	5750.00 SF	269	5175.00 SF	341	5175.13 SF	413	5170.76 SF	485	4500.00 SF	557	4500.00 SF
54	5748.52 SF	126	5750.00 SF	198	5750.00 SF	270	5175.00 SF	342	5175.13 SF	414	5023.62 SF	486	4500.00 SF	558	4495.36 SF
55	5748.52 SF	127	5750.00 SF	199	5750.00 SF	271	5175.00 SF	343	5175.13 SF	415	5175.00 SF	487	4500.00 SF	559	4500.00 SF
56	5748.52 SF	128	5750.00 SF	200	5750.00 SF	272	5175.00 SF	344	5282.51 SF	416	5175.00 SF	488	4500.00 SF	560	4500.00 SF
57	5748.52 SF	129	5750.00 SF	201	5750.00 SF	273	5175.00 SF	345	5282.77 SF	417	5175.00 SF	489	4500.00 SF	561	4500.00 SF
58	5748.52 SF	130	5750.00 SF	202	5750.00 SF	274	5175.00 SF	346	5175.13 SF	418	5175.00 SF	490	4500.00 SF	562	4500.00 SF
59	5748.52 SF	131	5750.00 SF	203	5750.00 SF	275	5175.00 SF	347	5175.13 SF	419	5175.00 SF	491	4500.00 SF	563	4500.00 SF
60	5748.52 SF	132	5750.00 SF	204	5750.00 SF	276	5175.00 SF	348	5175.13 SF	420	5173.00 SF	492	4500.00 SF	564	4500.00 SF
61	5748.52 SF	133	5750.00 SF	205	5748.00 SF	277	5170.76 SF	349	5175.13 SF	421	5173.00 SF	493	4500.00 SF	565	4500.00 SF
62	5748.52 SF	134	5748.00 SF	206	5748.00 SF	278	5023.62 SF	350	5175.13 SF	422	5175.00 SF	494	4500.00 SF	566	4500.00 SF
63	5746.57 SF	135	5747.96 SF	207	5750.00 SF	279	5563.36 SF	351	5175.00 SF	423	5175.00 SF	495	4500.00 SF	567	4499.17 SF
64	5683.23 SF	136	5750.00 SF	208	5750.00 SF	280	5146.43 SF	352	5175.00 SF	424	5175.00 SF	496	4500.00 SF	568	4344.99 SF
65	5701.71 SF	137	5750.00 SF	209	5750.00 SF	281	5175.00 SF	353	5175.00 SF	425	5142.40 SF	497	4500.00 SF	569	6607.19 SF
66	5750.00 SF	138	5750.00 SF	210	5750.00 SF	282	5175.00 SF	354	5174.40 SF	426	5079.32 SF	498	4500.00 SF	570	5679.91 SF
67	5750.00 SF	139	5750.00 SF	211	5750.00 SF	283	5175.00 SF	355	5175.00 SF	427	5173.00 SF	499	4498.00 SF	571	5704.40 SF
68	5750.00 SF	140	5750.00 SF	212	5750.00 SF	284	5173.00 SF	356	5175.00 SF	428	5175.00 SF	500	4498.00 SF	572	5750.00 SF
69	5750.00 SF	141	5750.00 SF	213	5750.00 SF	285	5173.00 SF	357	5175.00 SF	429	5175.00 SF	501	4500.00 SF	573	5750.00 SF
70	5750.00 SF	142	5750.00 SF	214	5750.00 SF	286	5175.00 SF	358	5175.00 SF	430	5175.00 SF	502	4500.00 SF	574	5750.00 SF
71	5750.00 SF	143	5750.00 SF	215	5750.00 SF	287	5175.00 SF	359	5175.00 SF	431	5173.00 SF	503	4500.00 SF	575	5715.87 SF
72	5750.00 SF	144	5750.00 SF	216	5750.00 SF	288	5175.00 SF	360	5175.00 SF	432	5173.00 SF	504	4500.00 SF		

TRACT AREA				
TRACT ID	TRACT USE	AREA	OWNER	RESPONSIBLE PARTY
A	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
AA	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
B	AM, OS, LS, DR, SE, PUE	32320.43 SF	AVION HOA	AVON HOA LLC
BB	OS, LS, PUE	6000.06 SF	AVION HOA	AVION HOA LLC
C	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
CC	OS, LS, PUE	2616.00 SF	AVION HOA	AVION HOA LLC
D	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
DD	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
E	OS, LS, PUE	4916.00 SF	AVION HOA	AVION HOA LLC
EE	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
F	OS, LS, PUE	4916.00 SF	AVION HOA	AVION HOA LLC
FF	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
G	OS, LS, DR, PUE	51287.77 SF	AVION HOA	AVION HOA, LLC
GG	OS, LS, PUE	2010.00 SF	AVION HOA	AVION HOA LLC
H	AM, OS, LS, DR, SE, PUE	21620.00 SF	AVION HOA	AVION HOA LLC
HH	OS, LS, PUE	2010.00 SF	AVION HOA	AVION HOA LLC
I	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
II	OS, LS, DR, IRR, PUE	40082.65 SF	AVION HOA	AVION HOA LLC
J	OS, LS, PUE	2158.49 SF	AVION HOA	AVION HOA LLC
JJ	OS, LS, PUE	1879.98 SF	AVION HOA	AVION HOA LLC
K	TEAE, OS, LS, DR, WE, PUE	117061.91 SF	AVION HOA	AVION HOA LLC
KK	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
L	DR, OS, LS, PUE	136583.84 SF	AVION HOA	AVION HOA LLC
LL	OS, LS, DR, SE, PUE	9000.00 SF	AVION HOA	AVION HOA LLC
M	OS, DR, LS, PUE	27202.44 SF	AVION HOA	AVION HOA LLC
MM	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
N	AM, OS, LS, PUE	13664.70 SF	AVION HOA	AVION HOA LLC
NN	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
O	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
OO	AM, OS, LS, DR, PUE	26500.00 SF	AVION HOA	AVION HOA LLC
P	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
PARCEL G	AM, OS, DR, LS, PUE	280474.49 SF	AVION HOA	AVION HOA LLC
PP	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
Q	OS, LS, PUE	2159.74 SF	AVION HOA	AVION HOA LLC
QQ	OS, LS, DR, IRR, PUE	90242.14 SF	AVION HOA	AVION HOA LLC
R	OS, LS, PUE	2167.70 SF	AVION HOA	AVION HOA LLC
RR	OS, LS, DR, PUE	100159.98 SF	AVION HOA	AVION HOA LLC
S	OS, LS, DR, SE, PUE	25184.26 SF	AVION HOA	AVION HOA LLC
SS	MED, LS	1872.42 SF	CITY OF GOODYEAR	AVION HOA LLC
T	AM, OS, LS, DR, PUE	51532.72 SF	AVION HOA	AVION HOA LLC
TT	MED, LS, DR	3206.17 SF	CITY OF GOODYEAR	AVION HOA LLC
U	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
UU	MED, LS, DR	7896.97 SF	CITY OF GOODYEAR	AVION HOA LLC
V	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
VV	MED, LS	1531.60 SF	CITY OF GOODYEAR	AVION HOA LLC
W	OS, LS, PUE	1711.82 SF	AVION HOA	AVION HOA LLC
WW	MED, LS	1616.99 SF	CITY OF GOODYEAR	AVION HOA LLC
X	AM, OS, LS, DR, PUE	15632.54 SF	AVION HOA	AVION HOA LLC
Y	OS, LS, PUE	1309.47 SF	AVION HOA	AVION HOA LLC
Z	OS, LS, PUE	2160.06 SF	AVION HOA	AVION HOA LLC
TOTAL OS (TRACTS)		25.78 AC	1,124,049 SF	16.79%

PARCEL AREA				
TRACT ID	TRACT USE	AREA	OWNER	RESPONSIBLE PARTY
PARCEL F	FUTURE DEV.	1049482 SF	GY160 LAND SUB4, LLC	GY160 LAND SUB4, LLC

UNLESS EXPRESSLY MODIFIED IN THE DOCUMENT, ALL DEVELOPMENT WITHIN THE PROPERTY SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF GOODYEAR ZONING ORDINANCE. THE DEVELOPMENT STANDARDS FOR EACH PARCEL SHALL BE THE DEVELOPMENT STANDARDS FOR THE UNDERLYING ZONING DISTRICT OF THE PARCEL IN ACCORDANCE WITH THE CITY OF GOODYEAR ZONING ORDINANCE, EXCEPT AS MODIFIED BELOW.

STANDARD	R1-6 REDUCED	R1-4 REDUCED
LOT STANDARDS		
MINIMUM LOT AREA (sf)	5,000	3,500 sf IN PARCEL F ONLY
MINIMUM LOT DEPTH (ft)	100	90 ft IN PARCEL F ONLY
BUILDING FORM AND LOCATION		
MAXIMUM BUILDING COVERAGE	60%	65%
MINIMUM SETBACKS (ft)		
FRONT (other than front facing garage)	8	8
STREET SIDE	5 (where a minimum 8 foot wide landscape tract is provided)	5 (where a minimum 8 foot wide landscape tract is provided)
REAR	15 TO LIVING (Rear setbacks may be reduced to 10 for single-story elevations only. 10 to covered patios for single-story elevations only.	15 to living (Rear setbacks may be reduced to 10 for single-story elevations only); 5 to covered patios for single-story elevations only

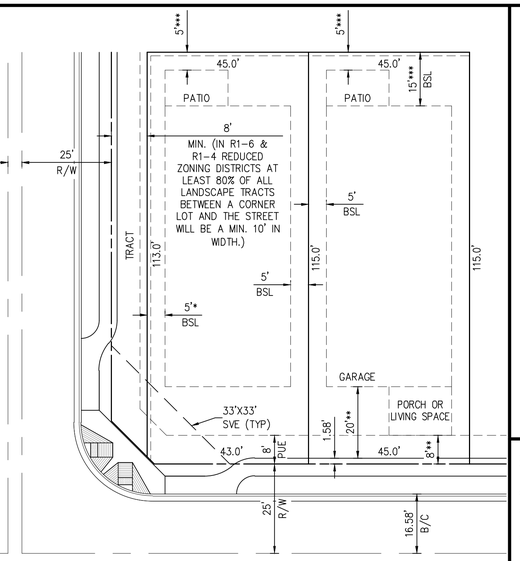


45' x 100' TYPICAL LOT

N.T.S.

45' X 100' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 5' FOR COVERED PORCHES FOR SINGLE STORY ELEVATIONS, AND 10' TO LIVABLE SPACE FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.



45' x 115' TYPICAL LOT

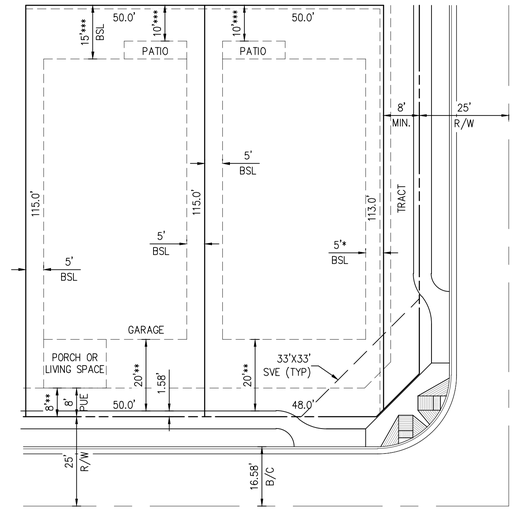
N.T.S.

45' X 115' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 5' FOR COVERED PORCHES FOR SINGLE STORY ELEVATIONS, AND 10' TO LIVABLE SPACE FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.

ABBREVIATIONS

AM	AMENITIES
DR	DRAINAGE RETENTION
IRR	IRRIGATION
LS	LANDSCAPE
MED	MEDIAN
OS	OPEN SPACE
PUE	PUBLIC UTILITY EASEMENT
SE	SEWER EASEMENT
TEAE	TEMPORARY EMERGENCY ACCESS EASEMENT
WE	WATER EASEMENT



50' x 115' TYPICAL LOT

N.T.S.

50' X 115' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 10' FOR COVERED PORCHES, AND 10' FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.

Bowman CONSULTING

Bowman Consulting Group, Ltd.
8777 N. Gainey Center Drive, Suite 265
Scottsdale, Arizona 85258

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

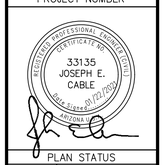
PRELIMINARY PLAT - DETAILS AND LOT AREA

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER



PLAN STATUS

DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD
SCALE	H: V:	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP03

SHEET 03 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-003-DET.dwg 02/09/2021

MATCHLINE SEE SHEET PP06

MATCHLINE SEE SHEET PP05

CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	N0°06'36"E	235.16'
L2	N0°06'36"E	280.01'
L3	N90°00'00"E	241.63'
L4	N90°00'00"W	214.49'
L5	N90°00'00"W	883.24'
L6	S0°00'08"W	280.01'
L7	N90°00'00"E	1097.20'
L8	N0°00'00"E	280.00'

PASEO AT SARIVAL VILLAGE HOMEOWNERS ASSOC.
SARIVAL VILLAGE PARCEL 10
BOOK 591, PAGE 1, M.C.R.
ZONING: PAD

S00°29'22"W 2598.33'

S. 158TH AVE.

W. LARKSPUR DR.

S. 158th AVE.

S. 157TH LN.

TRACT RR

TRACT V

TRACT U

TRACT T
261.10'

RETENTION

ROW PARCEL

PHASE 2

TRACT W

TRACT X

TRACT Z

TRACT TT

TRACT SS

PARCEL F
PHASE 3
FUTURE DEVELOPMENT

TEMPORARY RETENTION

W. VOGEL AVE.

EX. IRRIGATION DITCH TO BE REMOVED

S89°52'03"E 2495.43'

S89°52'03"E 3784.78'

S89°52'03"E 1468.88'

W. ELWOOD STREET

OFFSITE IMPROVEMENTS ELWOOD LOGISTICS PER DEVELOPMENT AGREEMENT WITH CITY OF GOODYEAR

TEMPORARY ESMT TO BE RELOCATED WITH DEVELOPMENT

WEST QUARTER CORNER SECTION 19, T1N, R1W FOUND BRASS CAP IN HAND HOLE

ELWOOD LOGISTICS CENTER LLC
DOC. 2012-0654558, M.C.R.
ZONING: PAD

ARIZONA GALVANIZING INC.
DOC. 1994-0057178, M.C.R.
ZONING: I-2

(GL) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE LEFT (EAST) ON LOT 328 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

(GR) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE RIGHT (WEST) ON LOT 327 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

REFER TO SHEET 2 FOR CURVE DATA

N

60 30 0 60 120
GRAPHIC SCALE
1" = 60'

Bowman CONSULTING

Bowman Consulting Group, Ltd.
8500 North Hayden Road, Suite 325
Glendale, Arizona 85305
Phone: (480) 629-8830
www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

33135
JOSEPH E.
CABLE
01/31/2021
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP04
SHEET 04 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-004-PPT.dwg 01/27/2021

MATCHLINE SEE SHEET PP07

MATCHLINE SEE SHEET PP04

S.157TH DR.

8.00' PUE

8.00' TRAIL

50.00' R/W

PHASE 2

1127.47'

PARCEL F

PHASE 3
FUTURE DEVELOPMENT

661.80'

N00°07'05"E 2476.15'

N00°07'05"E 2526.26'

S00°07'05"W 2606.38'

S. ESTRELLA PARKWAY

15.85' MEDIAN

50.00' B/C

50.17' B/C

75.00' R/W

80.00' RID PIPE

68.00'

24.00' R.I.D. ESMT

8' TRAIL

PROPOSED BUS BAY

N45°07'31"E 63.63'

63.61'

40.0'

S89°52'03"E 40.00'

10.00' PUE

3' DG TRAIL

S89°52'03"E 2495.43'

2495.4'

55.00' R/W

29.89' B/C

9.83' MEDIAN

1.92' MEDIAN

37.45' B/C

2.19' MEDIAN

25.27' B/C

S89°52'03"E 1468.88'

42.92' B/C

43.10' B/C

67.27' B/C

W. ELWOOD STREET

S. 156TH AVE.

ESTRELLA CROSSING BUSINESS PARK
BOOK 762, PAGE 44, M.C.R.
ZONING: PAD

ESTRELLA CROSSING BUSINESS PARK MLD
BOOK 906, PAGE 6 M.C.R.
ZONING: PAD

EAST QUARTER CORNER
SECTION 19, T1N, R1W FOUND
BRASS CAP IN HAND HOLE

REFER TO SHEET 2
FOR CURVE DATA

N

60 30 0 60 120
GRAPHIC SCALE
1" = 60'

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6295 North Sweetzer Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

---- PROJECT NUMBER

33135
JOSEPH E.
CABLE
01/22/2021

PLAN STATUS

DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD
SCALE	H: 1"=60' V: NONE	
JOB No.	090568-02-001	
DATE :	01/22/2021	

PP05

SHEET 05 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-005-PPT.dwg 01/27/2021

MATCHLINE SEE SHEET PP08

W. WILLIAMS ST.

W. MIAMI ST.

W. PIONEER ST.

W. SUPERIOR AVE.

W. SIERRA ST.

S. 159TH AVE.

S. 157TH LN.

S. 158TH DR.

S. 158TH AVE.

PHASE 1A

PHASE 1B

PHASE 2

TRACT H RETENTION

TRACT L RETENTION

TRACT M RETENTION

TRACT N RETENTION

TRACT O RETENTION

TRACT P RETENTION

TRACT Q RETENTION

TRACT R RETENTION

TRACT S RETENTION

TRACT I

TRACT J

TRACT RR

TRACT T

PASEO AT SARIVAL VILLAGE HOMEOWNERS ASSOC. SARIVAL VILLAGE PARCEL 6 BOOK 600, PAGE 47, M.C.R. ZONING: PAD

PASEO AT SARIVAL VILLAGE HOMEOWNERS ASSOC. SARIVAL VILLAGE PARCEL 10 BOOK 591, PAGE 1, M.C.R. ZONING: PAD

PIONEER STREET

EX. IRRIGATION DITCH TO BE REMOVED

MATCHLINE SEE SHEET PP07

MATCHLINE SEE SHEET PP04

REFER TO SHEET 2 FOR CURVE DATA

* DUE TO TEMPORARY TURNAROUND EASEMENT, HOMES CANNOT BE CONSTRUCTED ON LOTS 37, 38, 45, 46, 83, 92, 130, 131, 138, 139 AND 575 UNTIL EITHER THE TURNAROUND AND EASEMENT ARE RELOCATED TO THE WEST OF THE LOT OR UNTIL THE STREET IS EXTENDED TO PROVIDE EGRESS BY WAY OF CONSTRUCTION OF PHASE 1B.

(QL) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE LEFT (WEST) ON LOT 211 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

(GR) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE RIGHT (WEST) ON LOT 190 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

CENTERLINE DATA

LINE #	BEARING	DISTANCE
L1	S0°00'00"E	25.00'
L2	N90°00'00"W	285.91'
L3	N90°00'00"W	569.94'
L4	N90°00'00"W	325.00'
L5	N0°00'00"E	25.00'
L6	N0°02'25"W	280.00'
L7	N90°00'00"E	299.87'
L8	N90°00'00"E	520.13'
L9	N90°00'00"E	505.99'
L10	N0°00'02"W	280.00'
L11	S0°00'02"E	280.00'
L12	N90°00'00"W	820.00'
L13	N90°00'00"W	140.00'
L14	N90°00'00"W	323.75'
L15	S0°00'00"E	276.47'
L16	N90°00'00"E	318.17'
L17	N90°00'00"E	960.00'
L18	S0°00'00"E	280.00'
L19	N90°00'00"W	982.00'
L20	N90°00'00"W	332.00'

GRAPHIC SCALE 1" = 60'

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6295 North Sunset Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER — CERTIFICATE NO. 33135 — JOSEPH E. CABLE — 01/22/2021 — ARIZONA U.S.A. — NATIONAL

PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP06

SHEET 06 OF 10

C.O.G. 20-50000008

MATCHLINE SEE SHEET PP09

W. WILLIAMS ST.

PHASE 1A

TRACT K RETENTION

TRACT GG

TRACT HH

TRACT JJ

S. 157TH DR.

S. 155TH DR.

W. MIAMI ST.

TRACT EE

TRACT FF

TRACT QQ

PHASE 1A

S. 156TH AVE.

S. 155TH LN.

W. KERBY AVE

TRACT DD

S. 156TH DR.

RETENTION PARCEL G

S. WOOD BLVD.

TRACT UU

W. WOOD BOULEVARD

S. ESTRELLA PARKWAY

TRACT CC

W. SUPERIOR AVE

TRACT AA

TRACT BB

W. LUPINE AVE.

PHASE 1B

FLEXIBLE SPORT / PLAY AREA (SOCCER FIELDS SHOWN FOR SIZE REFERENCE ONLY)

TRACT Y

PARCEL F
PHASE 3

PHASE 3

MATCHLINE SEE SHEET PP06

MATCHLINE SEE SHEET PP05

(GR) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE RIGHT (EAST) ON LOTS 451 & 445 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

REFER TO SHEET 2 FOR CURVE DATA

CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	S0°00'48"E	410.00'
L2	N0°00'48"W	150.00'
L3	N90°00'00"W	266.91'
L4	N90°00'00"W	137.13'
L5	N90°00'00"W	280.00'
L6	N90°00'00"W	280.00'
L7	N90°00'00"W	122.87'
L8	N0°00'00"E	54.58'
L9	N0°00'00"E	313.71'
L10	N90°00'00"W	280.00'
L11	S0°00'00"E	313.71'
L12	N0°00'00"E	408.47'
L13	N90°00'00"E	375.79'
L14	N90°00'00"E	319.32'
L15	N0°00'00"E	383.00'
L16	N90°00'00"E	280.00'
L17	S0°00'00"E	295.00'
L18	N90°00'00"E	280.00'
L19	N0°00'00"E	295.00'
L20	N90°00'00"W	280.00'
L21	N90°00'00"E	139.32'
L22	N0°00'00"E	265.00'
L23	N0°00'00"E	265.00'
L24	N90°00'00"W	171.86'
L25	S58°53'34"W	25.36'
L26	N0°00'00"E	277.42'
L27	S0°00'00"E	25.00'
L28	S85°04'07"E	26.88'

N

60 30 0 60 120
GRAPHIC SCALE
1" = 60'

Bowman CONSULTING

Bowman Consulting Group, Ltd.
8777 N. Gainey Center Dr., Ste 265
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

33135
JOSEPH E. CABLE
01/22/2021
REGISTERED PROFESSIONAL ENGINEER
ARIZONA

PLAN STATUS

DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD

SCALE H: 1"=60'
V: NONE

JOB No. 090568-02-001

DATE : 01/22/2021

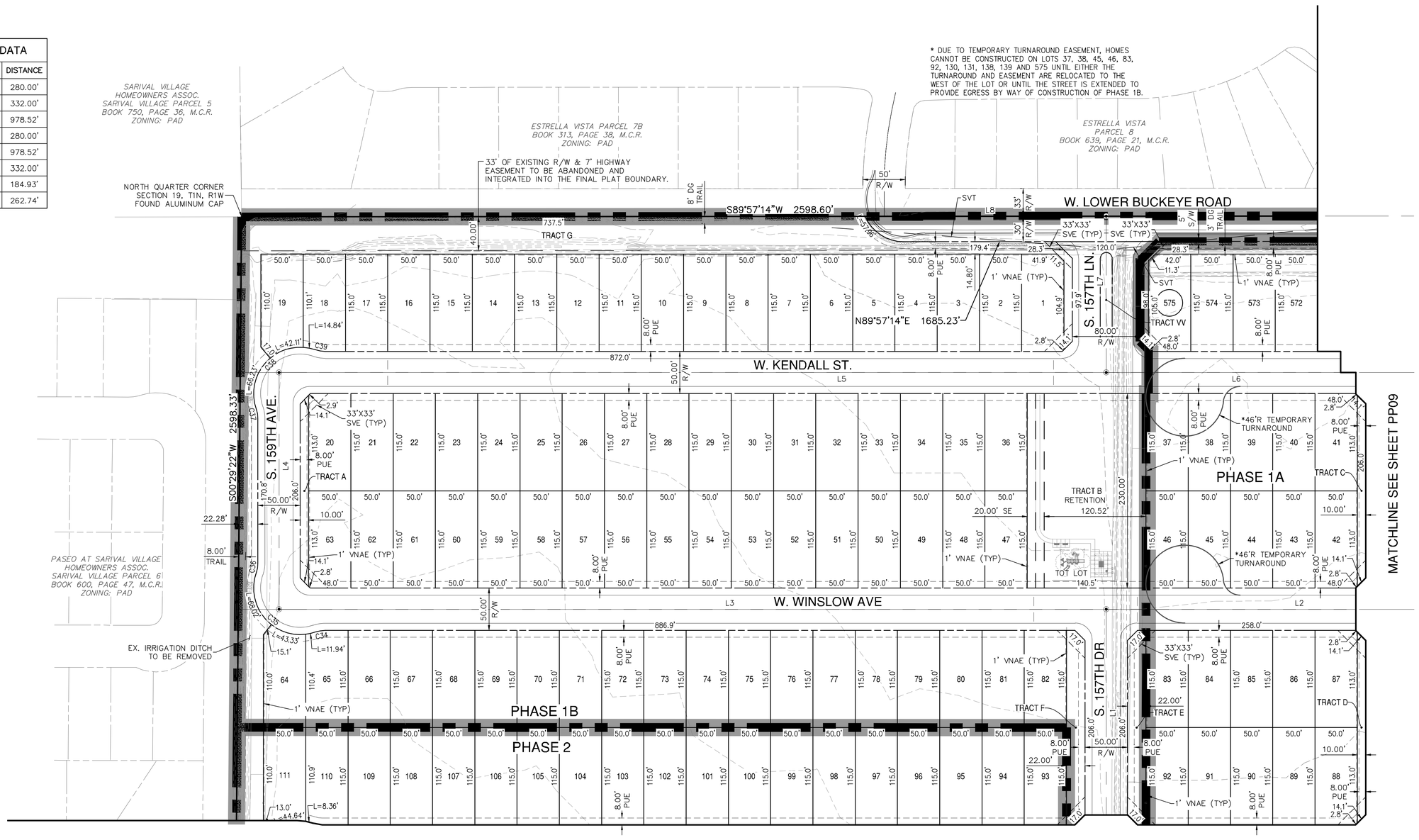
PP07

SHEET 07 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-007-PPT.dwg 01/27/2021

CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	S0°00'00"E	280.00'
L2	N90°00'00"E	332.00'
L3	N90°00'00"E	978.52'
L4	S0°00'00"E	280.00'
L5	N90°00'00"W	978.52'
L6	N90°00'00"W	332.00'
L7	N0°00'00"E	184.93'
L8	N89°57'14"E	262.74'



CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-008-PPT.dwg 02/26/2021

Bowman CONSULTING

Bowman Consulting Group, Ltd.
8250 North Sweetwater Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER

33135 JOSEPH E. CABLE 01/22/2021 REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. ARIZONA U.S.A.

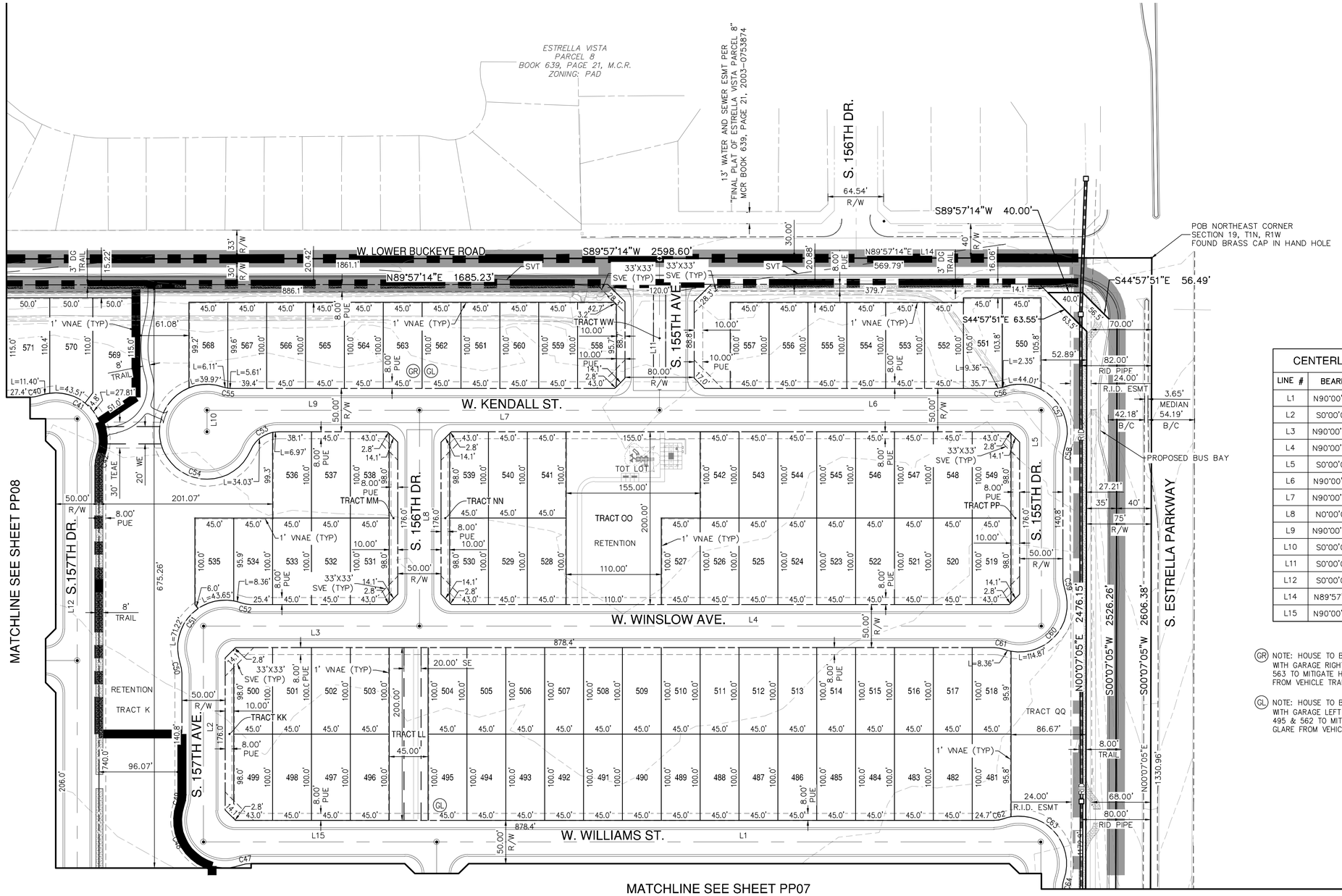
PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP08

SHEET 08 OF 10

C.O.G. 20-50000008



CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	N90°00'00"E	700.00'
L2	S0°00'00"E	250.00'
L3	N90°00'00"W	250.00'
L4	N90°00'00"W	720.00'
L5	S0°00'00"E	250.00'
L6	N90°00'00"E	442.00'
L7	N90°00'00"W	278.00'
L8	N0°00'00"E	250.00'
L9	N90°00'00"W	245.99'
L10	S0°00'00"E	25.00'
L11	S0°00'00"E	175.74'
L12	S0°00'00"E	560.00'
L14	N89°57'14"E	569.79'
L15	N90°00'00"E	270.00'

(GR) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE RIGHT (EAST) ON LOT 563 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

(GL) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE LEFT (WEST) ON LOTS 495 & 562 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6295 North Sweetwater Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER ----

33135 JOSEPH E. CABLE — REGISTERED PROFESSIONAL ENGINEER (CIVIL) — CERTIFICATE NO. — ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD

SCALE H: 1"=60' V: NONE

JOB No. 090568-02-001

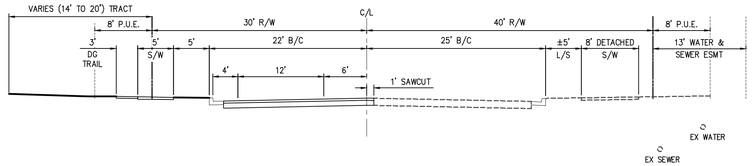
DATE : 01/22/2021

SHEET 09 OF 10

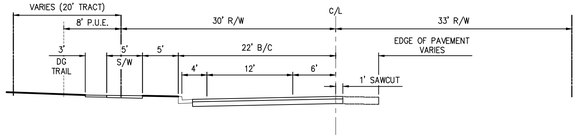
PP09

C.O.G. 20-50000008

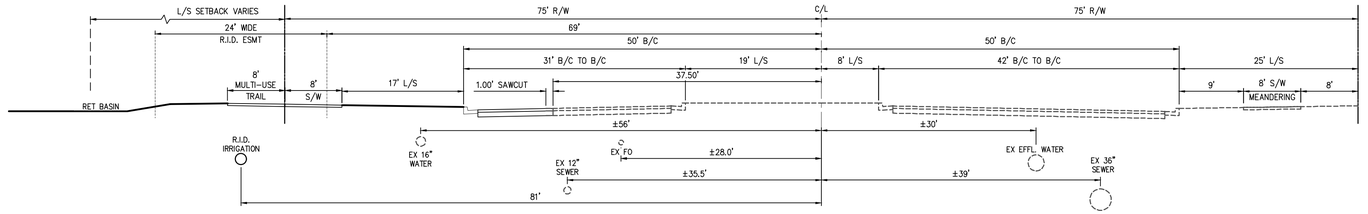
CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-009-PPT.dwg 02/26/2021



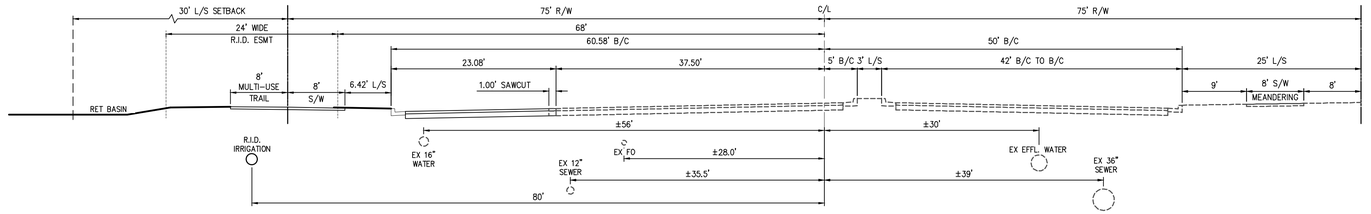
MODIFIED MINOR COLLECTOR STREET (LOOKING WEST)
W. LOWER BUCKEYE ROAD, ADJACENT TO ESTRELLA VISTA PARCEL 8



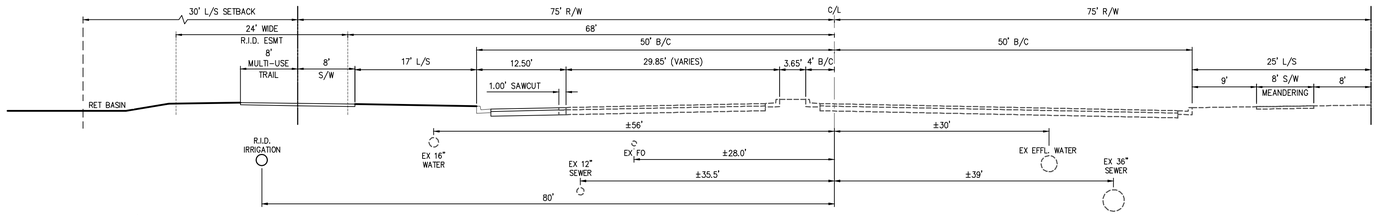
MODIFIED MINOR COLLECTOR STREET (LOOKING WEST)
W. LOWER BUCKEYE ROAD, ADJACENT TO ESTRELLA VISTA PARCEL



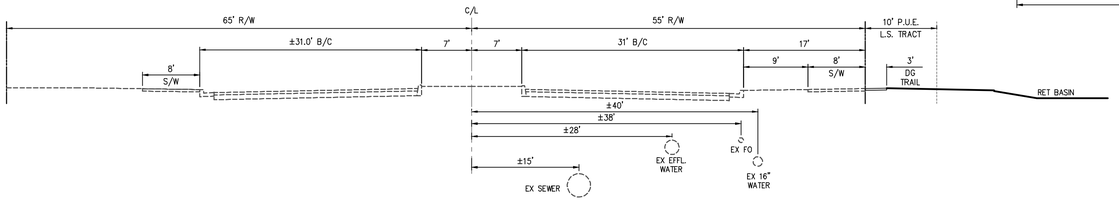
SCENIC ARTERIAL STREET (LOOKING NORTH)
S. ESTRELLA PARKWAY



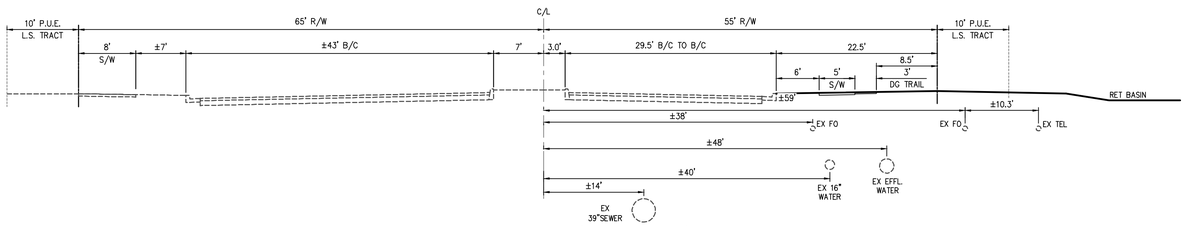
SCENIC ARTERIAL STREET (LOOKING NORTH)
S. ESTRELLA PARKWAY WITH RIGHT TURN LANE



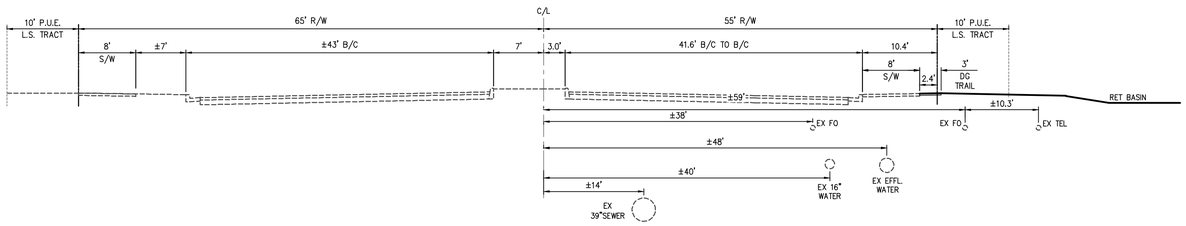
SCENIC ARTERIAL STREET (LOOKING NORTH)
S. ESTRELLA PARKWAY WITH LEFT TURN LANE



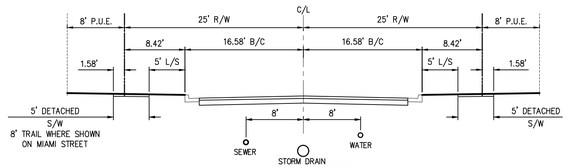
MINOR ARTERIAL STREET (LOOKING WEST)
W. ELWOOD STREET (WEST OF S. 157TH LANE)



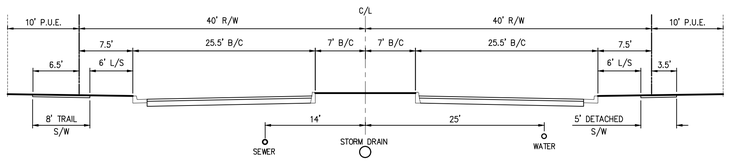
MINOR ARTERIAL STREET (LOOKING WEST)
W. ELWOOD STREET (BETWEEN ESTRELLA PARKWAY & S. 157TH LANE)



MINOR ARTERIAL STREET WITH RIGHT TURN LANE (LOOKING WEST)
W. ELWOOD STREET (BETWEEN S. ESTRELLA PARKWAY & S. 157TH LANE)



LOCAL STREET
(LOOKING NORTH OR WEST)



SPECIAL USE MAJOR COLLECTOR
(LOOKING NORTH OR WEST)

Bowman
CONSULTING

Bowman Consulting Group, Ltd.
6295 North Scottsdale Rd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

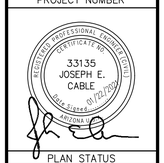
PRELIMINARY PLAT - STREET SECTIONS

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER



PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: V:	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP10
SHEET 10 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 – sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-010-PPT.dwg 02/26/2021

AGENDA ITEM #:
DATE: 3/22/2021
CAR #: 2021-7175

COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR AVION AT BALLPARK VILLAGE

CASE NUMBER: 20-500-00008

STAFF PRESENTER(S): Christian M. Williams, Planner

OTHER PRESENTER(S): Malik Brown, Bowman Consulting

SUMMARY:

Preliminary Plat for Avion at Ballpark Village subdividing approximately 153.65 acres into 575 lots, 49 tracts and 2 parcels.

RECOMMENDATION:

Approve the preliminary plat for Avion at Ballpark Village attached hereto, subdividing approximately 153.65 acres into 575 lots, 49 tracts and 2 parcels (the "Property"), subject to the following stipulations:

1. Final plats subdividing all or part of the Property shall not be approved unless they provide for secondary access points and a looped water system that meet applicable standards. No final plat subdividing all or part of the Property shall be recorded until all dedications of easements and/or right-of-way located outside the boundaries of the portion of the Property included in the final plat(s) needed for secondary access points and a looped water system have been recorded and recording information inserted onto the final plat(s). All of the easements referred to herein shall be in a form approved by the City Attorney or his designee and the rights-of-way shall be dedicated lien free and in fee.
2. Unless Owner has received approval of the City Council for the abandonment of the right-of-way for the southern half of W. Lower Buckeye Road from 157th Avenue to the eastern boundary of the Sarival Village subdivision and all conditions for the abandonment to become effective have been satisfied, Owner shall construct full south half-street improvements within the existing W. Lower Buckeye Road alignment from Estrella Parkway to the western boundary of the Property required for a Minor Collector Road, which road shall include but not be limited to: paving consisting of a minimum 4-foot bike lane and two 12-foot travel lanes, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. The south half-street improvements referred to herein shall be constructed

pursuant to a written phasing plan approved by the City Engineer or his designee;

3. If the right-of-way for the southern half of W. Lower Buckeye Road from 157th Avenue to the eastern boundary of the Sarival Village subdivision is to be abandoned, no final plat subdividing all or part of the Property located within the portion of the Property identified as Phase 1B shall be recorded until the City Council has approved the abandonment and all conditions for the abandonment to become effective have been satisfied, including the relocation, at Owner's sole cost and expense, of existing improvements within the abandonment area if required and the granting of easements needed for the relocated utilities.
4. If the right-of-way for the southern half of W. Lower Buckeye Road from 157th Avenue to the eastern boundary of the Sarival Village subdivision has been abandoned, Owner shall construct full south half-street improvements within the existing W. Lower Buckeye Road alignment from Estrella Parkway to 157th Avenue required for a Minor Collector Road, which road shall include but not limited to: paving consisting of a minimum 4-foot bike lane and two 12-foot travel lanes, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. In addition, Owner shall construct a pedestrian path along the northern boundary of the Property west of 157th Avenue following the abandonment referred to below beginning at the point where the existing improvements within W. Lower Buckeye Road ends to the western boundary of the Property. The pedestrian path shall include a minimum of an eight (8) foot stabilized granite path with landscaping on either side of the pedestrian path comparable to landscaping required for a Collector Street Median with low water consumptive plants from the ADWR's approved list and decomposed granite in accordance with the Engineering Design Standards and Policies. The improvements described herein shall be constructed pursuant to a written phasing plan approved by the City Engineer or his designee.
5. Unless Owner makes an in-lieu payment as provided in stipulation 6, Owner shall construct full north half-street improvements for Elwood Street required for a Minor Arterial as set forth in the Engineering Design Standards in effect at the time of construction for the section of Elwood Street along the southern boundary of the Property, including, but not limited to, pavement, curb and gutter, one-half median, one-half median landscaping, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Elwood Street Improvements"). 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. The Elwood Street Improvements shall either be completed and accepted by the City Engineer or his designee subject to the two-year warranty period or shall be substantially completed as determined by the City Engineer or his designee and financial assurances provided to the City to ensure the completion of the Elwood Street Improvements prior to the issuance of the first building permit for the construction of any structure, except for model homes; within any portion of the

Property included within any final plat subdividing all or part of the Property adjacent to Elwood Street;

6. If, when Owner records a final plat subdividing all or part of the Property adjacent to Elwood Street or seeks approval of a site plan for development of a portion of the Property adjacent to Elwood Street, the Elwood Street Improvements have been constructed by others, are under construction by others, or have been permitted by others, Owner shall remit to the City an in-lieu payment for the costs incurred in constructing such improvements if completed or an in-lieu payment for the estimated costs of constructing such improvements. The in-lieu payment required herein shall be made prior to the recordation of the first final plat subdividing all or part of the Property adjacent to Elwood Street or prior to the issuance of any permit associated with infrastructure required with the approval of the first site plan for development of a portion of the Property adjacent to Elwood Street, whichever is earlier. To the extent legally enforceable, the City will limit the amount of the in-lieu payment to be made pursuant to this stipulation to the amount reflected in any private agreement between the Owner and the entity that funded the construction of the Elwood Street Improvements provided a copy of the private agreement is submitted to the City when the in-lieu payment is requested. If there is a challenge to the enforceability to the amount of the in-lieu payment, the City will collect the full amount of the in-lieu payment described herein until the dispute is resolved;
7. Owner shall construct full west half-street improvements to Estrella Parkway required for a Scenic Arterial as set forth in the Engineering Design Standards in effect at the time of construction for the section of Estrella Parkway along the eastern boundary of the Property, which improvements include, but are not limited to, pavement, curb and gutter, sidewalks, bus bays, street frontage landscape and landscape irrigation, and street lighting (the “Estrella Parkway Improvements”). No building permits for the construction of any structure, except for model homes, shall be issued within any portion of the Property until the Estrella Parkway Improvements have been completed and accepted by the City Engineer or his designee subject to the two-year warranty period or have been substantially completed as determined by the City Engineer or his designee and financial assurances provided to the City to ensure the completion of the Estrella Parkway Improvements;
8. Owner shall dedicate, at no cost to the City, all rights-of-way and/or easements within 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 for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required public infrastructure improvements Owner is required to construct pursuant to 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. 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 any stipulation in this ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, 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;

9. The Owner is responsible for a proportionate share of the costs for adjacent traffic signals and for additional adjacent traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. Owner shall make an in-lieu payment for the cost of traffic signal adjacent to the Property. The in-lieu payment shall be made prior to the recordation of any final plat that includes any portion of the Property adjacent to the intersection for which an in-lieu payment is required. The in-lieu 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. Owner's traffic signal obligations include, but may not be limited to:
    a. 25% at Lower Buckeye Road and Estrella Parkway;
    b. 50% at Wood Boulevard and Estrella Parkway;
    c. 25% at Elwood Street and Estrella Parkway;
10. In addition to the specific infrastructure identified herein, Owner shall construct all infrastructure improvements required by the City of Goodyear subdivision regulations and Engineering Design Standards and Policy Manual in effect at the time of construction;
11. 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;
12. Owner shall dedicate to the City, at no cost to the City and in a form approved by the City Attorney or his designee, drainage easements located within or outside the boundaries of portion of the Property being platted prior to or concurrent with the recordation of any final plat that will accommodate storm-water run-off generated from the portion of the Property being platted, from historical flows from the portion of the Property being platted, and from roadways within and adjacent to the portion of the Property being platted.
13. Prior to or concurrent with the recordation of any final plat subdividing all or part of the portion of the Property, Owner shall dedicate sanitary sewer (and access) easements in locations approved by the City Engineer, whether inside or outside the boundaries of such final plat, as needed to provide sewer service to the portion of

the Property subject to the final plat. Such easements shall be dedicated to the City, at no cost to the City and in a form approved by the City Attorney or his designee.

14. Prior to or concurrent with the recordation of any Final Plats subdividing all or part of the portion of the Property identified in this preliminary plat as Phase 1A, Owner shall dedicate temporary turnaround easements to the city, in form approved by the City Attorney or his designee, at the following locations:
    a. within lots 37 and 38 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Kendall Street to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A
    b. within lots 46 and 45 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Winslow Avenue to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A
    c. within lots 130 and 131 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Williams Street to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A
    d. within lots 139 and 138 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Miami Street to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A
15. No building permits shall be issued for Lots 37, 38, 45, 46, 130, 131, 138, and 139 until the temporary turn-around easement located within such lots have been terminated.
16. No building permits shall be issued for Lots 37, 38, 574, 575, 45, 46, 83, 84, 130, 131, 91, 92, 139 and 138 until all street improvements need to provide two points of access to such lots have been completed and accepted by the City subject to the two-year warranty period and all utility infrastructure improvements (water and sewer) needed for the City to provide water and sewer service to such lots have been completed and accepted by the City subject to the two-year warranty period.

Because the locations of 157th Lane and 157th Avenue within the Property are not aligned with and are out of sequence with the locations of these roadways within Estrella Vista on the north side of W. Lower Buckeye Road, signing and striping plans submitted with construction plans for W. Lower Buckeye Road shall provide for signage identifying the turn-off from W. Lower Buckeye Road to 157th Avenue into Estrella Vista and for signage identifying the turn-off from W. Lower Buckeye Road to 157th Lane into the Property.

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. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS:

On October 26, 2020 the City Council adopted Ordinance No. 2020-1480 approving the Avion at Ballpark Village Planned Area Development which designated the parcels for single-family residential uses.

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 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 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:

This parcel consists of subdividing approximately 153.65 acres into 575 lots, 49 tracts and 2 parcels. One of the two parcels will contain the central amenity center, the other parcel will be subdivided into additional lots as part of a separate future action.

Existing land uses and zoning surrounding the subject property include the following:

- North - Estrella Vista (residential)
- South – Estrella Crossing Business Park (commercial) (vacant industrial) and Arizona Galvanized (industrial);
- East – Ballpark Village (vacant multi-family residential and commercial), Goodyear Ballpark;
- West – Sarival Village (residential)

Luke Air Force Base and Phoenix Goodyear Airport:

The subject property is not located within the vicinity of a military airport. Given the location

of the subject property, base operations will not be adversely impacted by this proposed residential development.

The subject property is located within the overflight boundary of Phoenix-Goodyear Airport. Phoenix-Goodyear Airport was given the opportunity to comment on the application and recommended approval subject to the applicable stipulations that were approved with the 2008 PAD Ordinance. Those stipulations were carried over to the proposed rezone and are included in the PAD Ordinance. A portion of the area being rezoned is within the 60 DNL (Day-night Noise Level), which does not restrict residential uses.

Fire Department:

Fire station response times are provided 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	3.91	1.95	5.11	2.56		#185	9.92	4.96	11.13	5.56

Police Department:

The subdivision is located within an existing Police patrol beat and the current level of service within the beat can accommodate the development of the property.

Water/Wastewater:

The subject property will be served by the city of Goodyear. Existing public infrastructure is located adjacent to the property, and the property owner and/or developer will be responsible for the costs of making the necessary connections to these existing services.

Streets/Access:

The property is adjacent to Estrella Parkway, Elwood Street and Lower Buckeye Road; all of these are city of Goodyear rights-of-way. Future development will be responsible for improving adjacent roadways to their ultimate condition and constructing other internal public roadways as needed to serve the development.

School Districts:

The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. Both school districts have been notified of the rezoning request.

Staff Findings:

The preliminary plat is consistent with the development standards established within the Avion at Ballpark Village Planned Area Development. The preliminary plat is consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plat by a vote of (7-0) at their regular meeting on March 10, 2021.

ATTACHMENTS:

1. Aerial Photo
2. Preliminary Plat
3. Conceptual Landscape Plan

ITEM #: 16.
DATE: 01/10/2022
AI #:637

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF AVION AT BALLPARK VILLAGE PHASE 1B

STAFF PRESENTER(S): Christian M. Williams, Planner

SUMMARY

A Final Plat for Avion at Ballpark Village Phase 1B subdividing approximately 26.15 acres into 120 Lots and 12 Tracts located west of the southwest corner of Estrella Parkway and Lower Buckeye Road (being renamed Ballpark Village Boulevard).

Recommendation

Approve the Final Plat of Avion at Ballpark Village Phase 1B "Final Plat for Phase 1B", subdividing approximately 26.15 acres into 120 Lots and 12 Tracts located west of the southwest corner of Estrella Parkway and Lower Buckeye Road (being renamed Ballpark Village Boulevard) (the "Property") subject to stipulations. (Christian M. Williams, Planner)

STIPULATIONS

1. Any technical corrections to the Final Plat for Phase 1B required by the City Engineer or his designee shall be made prior to the recordation of the plat.

2. Prior to recordation of the Final Plat for Phase 1B, Owner shall submit an updated title report for the Property and shall modify this plat to reflect the current ownership and current lender including 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 in the Final Plat for Phase 1B. 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.

3. Prior to the recordation of the Final Plat for Phase 1B, Resolution 2022-2201 approved by separate council action vacating a section of W. Lower Buckeye Road (being renamed Ballpark Village Blvd.) and extinguishing any interest the City has in the right-of-way/road easements in the section of Lower Buckeye Road being vacated shall be recorded in the official records of the Maricopa County Recorder. The Final Plat for Phase 1B shall be recorded immediately following the recordation of Resolution 2022-2201.

4. Owner shall construct a pedestrian path along the northern boundary of the Property west of 157th Avenue within the area abandoned by Resolution 2022-2201 (the "Pedestrian Path"). The Pedestrian Path shall include a minimum of an eight (8) foot stabilized granite path with landscaping on either side of the pedestrian path comparable to landscaping required for a Collector Street Median with low water consumptive plants from the ADWR's approved list and

decomposed granite in accordance with the Engineering Design Standards and Policies.

5. Owner shall construct full south half-street improvements within the existing W. Lower Buckeye Road alignment (being renamed W. Ballpark Village Blvd.) from 156th Avenue to 157th required for a Minor Collector Road, which road shall include but not limited to: paving consisting of a minimum 4-foot bike lane and two 12-foot travel lanes, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the “Phase 1B Lower Buckeye Road/Ballpark Village Blvd. Improvements”).

6. In addition to the specific infrastructure identified herein, Owner shall construct all infrastructure improvements Owner is required to construct pursuant to 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. All infrastructure improvements Owner is required to construct shall be at constructed in conformance with the requirements in place at the time of construction and at no cost to the City.

7. Owner shall dedicate, at no cost to the City, all rights-of-way and/or easements within and 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 for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) infrastructure improvements Owner is required to construct pursuant to 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. 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 any stipulation in this ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, 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.

8. Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to all of the property rezoned by Ordinance 2020-1480 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 Final Plat for Phase 1B or the issuance of any construction permits for work within the Property, whichever is earlier.

9. Owner, at Owner’s sole cost, shall construct all on-site and off-site sewer/wastewater lines and appurtenances needed for the city to provide wastewater service to the Property, and prior to the recordation of this Final Plat for Phase 1B, Owner, at no cost to the City, shall have

dedicated by separate instrument, in a form approved by the City Attorney or his designee, sewer easement(s) for the areas outside the boundaries of the Final Plat for Phase 1B within which such sewer/wastewater lines and appurtenances are to be constructed.

10. Except for model homes, no building permits for any structure shall be issued until all the following have been substantially completed: (i) off-site utility infrastructure improvements needed to serve the Property; (ii) the Phase 1B Lower Buckeye Road/Ballpark Village Blvd. Improvements; (iii) full south half-street improvements within the existing W. Lower Buckeye Road alignment (being renamed W. Ballpark Village Blvd.) from Estrella Parkway to 156th Avenue required for a Minor Collector Road, which road shall include but not limited to: paving consisting of a minimum 4-foot bike lane and two 12-foot travel lanes, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the “Phase 1A Lower Buckeye Road/Ballpark Village Blvd. Improvements”); and (iv) all on-site utility infrastructure and street improvements needed to serve the structure for which the building permit is sought.

11. No building permits for model homes shall be issued until all necessary infrastructure needed to provide services to such structures have been substantially completed. This includes by way of example, off-site and on-site water lines and meters, off-site and on-site wastewater lines, and streets to access the structures for which the building permit is sought.

12. No certificates of completion or occupancy shall be issued for any structure within the Property until: (i) all off-site utility infrastructure improvements Owner is required to construct for the city to provide utility service to the Property have been completed and accepted by the City Engineer subject to completion of the two-year warranty period; (ii) Phase 1A Lower Buckeye Road/Ballpark Village Blvd. and the Phase 2A Lower Buckeye Road/Ballpark Village Blvd. Improvements have been completed and accepted by the City Engineer subject to completion of the two-year warranty period; and (iii) all other conditions and requirements for the issuance of a certificate of completion or occupancy have been satisfied.

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. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The Property, which is part of an approximate 153.66-acre development to be known as the Avion at Ballpark Village (the 153.66 acres is hereinafter referred to as the “Avion Property”), was rezoned on October 26, 2020 by Ordinance No. 2020-1480. The Avion at Ballpark Village Preliminary Plat, which included all of the Avion Property, was approved by the City Council on March 22, 2021.

STAFF ANALYSIS

The Final Plat for Phase 1B subdivides approximately 26.15 acres of the Avion Property. The Avion Property was split by the former owner into 5 separate parcels and was conveyed to 5 different owners, all of which were controlled by Communities Southwest, Inc., but which are now being sold to other entities. The Avion Property is being subdivided by phases that include property owned by multiple entities.

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.

Although the Avion Property is being subdivided by phases that include property owned by multiple entities, the Avion Property is being designed as a cohesive project. As such, infrastructure required to support the development of discrete portions of the Avion Property rely upon infrastructure required to support the development of other discrete portions of the Avion Property. The development of the Property is dependent upon the existence of various infrastructure improvements that are to be constructed in connection with the development of the property included within the Final Plat for Avion at Ballpark Village Phase 1A, being approved by separate action. Stipulations have been included to ensure that the required infrastructure improvements have been constructed prior to the issuance of building permits and/or the issuance of certificates of completion or occupancy.

Attachments

Aerial Exhibit

Final Plat

Preliminary Plat

Preliminary Plat Council Action Report

Aerial Exhibit

Avion at Ballpark Village Phase 1B

Case No. 21-520-00025



FINAL PLAT OF
AVION AT BALLPARK VILLAGE-PHASE 1B

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:
GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THE PORTION OF THE PROPERTY INCLUDED IN THIS FINAL PLAT AND DESCRIBED AS SUB 1 PROPERTY (THE "SUB 1 PROPERTY") AND GY160 LAND SUB 5 LLC, ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THE PORTION OF THE PROPERTY INCLUDED IN THIS FINAL PLAT AND DESCRIBED AS SUB 5 PROPERTY (THE "SUB 5 PROPERTY") COLLECTIVELY HAVE SUBDIVIDED UNDER THE NAME OF "AVION AT BALLPARK VILLAGE–PHASE 1B", BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST OF GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "AVION AT BALLPARK VILLAGE–PHASE 1B" AND HEREBY DECLARE 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.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY HEREBY GRANTS AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS R/W* SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN; AND GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY HEREBY GRANTS AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS R/W* SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 5 PROPERTY AS DESCRIBED HEREIN.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITEES NON–EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS AND LOTS DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN; AND GY160 LAND SUB 5, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITTEES NON–EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS AND LOTS DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE SUB 5 PROPERTY AS DESCRIBED HEREIN (COLLECTIVELY THE "PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY 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 HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNERS AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION PERPETUAL, NON–EXCLUSIVE VEHICLE NON–ACCESS EASEMENTS (V.N.A.E.) UPON, OVER, AND ACROSS ALL AREAS IN THIS PLAT FINAL PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED WITHIN THE SUB 5 PROPERTY (THE "VEHICLE NON–ACCESS EASEMENT AREAS") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE 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.

GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER"), HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITEES EXCLUSIVE AND PERPETUAL WASTEWATER EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT(S) B AND H DESIGNATED AS SEWER EASEMENT AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE SUB 5 PROPERTY DESCRIBED HEREIN (THE "WASTEWATER EASEMENT AREAS"). THE WASTEWATER EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES, (THE "WASTEWATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER EASEMENT AREAS AND THE WASTEWATER EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WASTEWATER 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 WASTEWATER EASEMENT AREAS.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON–EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACT L1 INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN; AND GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON–EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS B, G, H, L1, L2, M, AND N INCLUDED WITH THE SUB 5 PROPERTY AS DESCRIBED HEREIN. THE NON–EXCLUSIVE DRAINAGE EASEMENTS DEDICATED HEREIN ARE FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM–WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR 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 THE APPROVED GRADING AND DRAINAGE PLANS (THE "DRAINAGE FACILITIES"). OWNERS AT OWNERS' EXPENSE, SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; 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 IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNERS HAVE FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNERS' EXPENSE. OWNERS SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNERS SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNERS' FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNERS AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACT(S) TRACTS B, G, H, L1, L2, M, AND N.

IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") AGREEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING WITHIN TRACT W, AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN AND REPLACE LANDSCAPING WITHIN TRACT W, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT–OF–WAY. AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION 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 LANDSCAPING, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN TRACT W. AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION SHALL BE RESPONSIBLE FOR TAKING ACTION TO REMEDY ANY UNSAFE CONDITION IDENTIFIED BY THE CITY WITHIN THREE (3) BUSINESS DAYS AFTER BEING NOTIFIED OF SUCH UNSAFE CONDITION BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE LANDSCAPING WITHIN TRACT W IF THE CITY ENGINEER OR HIS/HER DESIGNEE IN HIS/HER REASONABLE DISCRETION DETERMINES THAT THE SAFETY OF THE PUBLIC REQUIRES THAT THE UNSAFE CONDITION BE REMEDIATED BEFORE THREE (3) BUSINESS DAYS OF ITS DISCOVERY, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION FAIL TO MAINTAIN THE LANDSCAPING WITHIN TRACT W AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN SUCH REMOVAL. IN ANY DISPUTE UNDER THIS AGREEMENT, THE SUCCESSFUL PARTY SHALL BE ENTITLED TO COLLECT ITS REASONABLE ATTORNEYS' FEES, AND OTHER COSTS AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AS TO THE PORTION OF TRACT L1 INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN AND GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") AS TO THE PORTION OF TRACT L1 AND TO TRACTS A, B, E, F, G, H, L2, M, N, AND Y INCLUDING WITH THE SUB 5 PROPERTY DESCRIBED HEREIN HEREBY DECLARE TRACTS A, B, E, F, G, H, L1, L2, M, N, AND Y AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION. SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS TO THE PORTION OF TRACT L1 INCLUDED WITHIN THE SUB 1 PROPERTY DESCRIBED HEREIN AND GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS TO THE PORTION OF TRACT L1 AND TO TRACTS A, B, E, F, G, H, L2, M, N, AND Y INCLUDED WITHIN THE SUB 5 PROPERTY DESCRIBED HEREIN CONVEY TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION ALL TRACTS WITHIN THIS FINAL PLAT EXCEPT FOR TRACT W FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

IN WITNESS WHEREOF:
GY160 LAND SUB 1 LLC, AND GY160 LAND SUB 5 LLC, ARIZONA LIMITED LIABILITY COMPANIES, AS OWNERS, HAVE HEREUNTO CAUSED THEIR NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED THIS _____DAY OF _____, 2021.

GY160 LAND SUB 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: GY160 CSW LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: COMMUNITIES SOUTHWEST, INC, AN ARIZONA CORPORATION
ITS: MANAGER

BY: _____
MICHAEL KERN, PRESIDENT

BY: _____
GREG LEHMAN, VICE–PRESIDENT

GY160 LAND SUB 5 LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: GY160 CSW LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: COMMUNITIES SOUTHWEST, INC, AN ARIZONA CORPORATION
ITS: MANAGER

BY: _____
MICHAEL KERN, PRESIDENT

BY: _____
GREG LEHMAN, VICE–PRESIDENT

ACKNOWLEDGMENT

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

THIS FINAL PLAT OF AVION AT BALLPARK VILLAGE – PHASE 1B WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021 BY MICHAEL KERN AND GREG LEHMANN, THE PRESIDENT AND VICE–PRESIDENT RESPECTIVELY OF COMMUNITIES SOUTHWEST, INC., AN ARIZONA CORPORATION AS MANAGER OF GY160 CSW LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS MANAGERS OF GY160 LAND SUB 5, LLC, AN ARIZONA LIMITED LIABILITY COMPANY FOR AND ON BEHALF THEREOF.

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

NOTES

1. 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.

2. 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.

3. 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.

4. 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.
A) THE OWNER 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.
B) DURING THE MAINTENANCE AND WARRANTY PERIOD, THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE OWNER'S EXPENSE.
C) 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.
D) AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
E) 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.

5. 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.
A) THE OWNER 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.
B) DURING THE MAINTENANCE AND WARRANTY PERIOD, THE OWNER 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 OWNER'S EXPENSE.
C) 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.
D) 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.

6. STRUCTURES WITHIN SIGHT VISIBILITY TRIANGLES WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN SIGHT VISIBILITY TRIANGLES 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.

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

8. 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. 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.

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

10. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND, EXCLUDING POWER LINES 69 KV AND LARGER.

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

12. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

13. REGARDING THE MAINTENANCE RESPONSIBILITY OF LANDSCAPING BETWEEN THE SIDEWALK AND CURB WITHIN THE COMMUNITY:
A) THE AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, IS RESPONSIBLE FOR MAINTAINING THE LANDSCAPING BETWEEN THE SIDEWALK AND THE CURB IN FRONT OF THE SINGLE–FAMILY LOTS, AND FOR CORNER LOTS, THE LANDSCAPING BETWEEN THE SIDEWALK AND THE CURB IN FRONT OF AND ON THE SIDE OF THE SINGLE–FAMILY LOTS.

14. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.

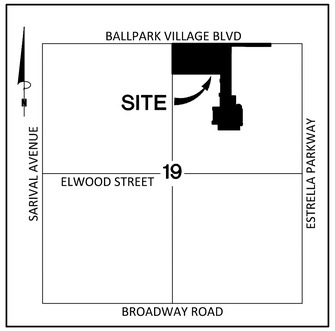
15. AT T–INTERSECTIONS (THREE–WAY INTERSECTIONS) THE NON–LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS.

UTILITIES

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	CENTURY LINK / COX
REFUSE	CITY OF GOODYEAR
CABLE TV	CENTURY LINK / COX

BASIS OF BEARINGS

SOUTH 00 DEGREES 07 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 1581 OF MAPS, PAGE 23, M.C.R.



VICINITY MAP
N.T.S.

OWNER
SUB 1 PROPERTY
GY160 LAND SUB 1 LLC
7001 N. SCOTTSDALE ROAD
SUITE #1015
SCOTTSDALE, AZ 85253
PHONE: (480) 315–2600
CONTACT: GREG LEHMANN
glehmann@commsw.com

OWNER
SUB 5 PROPERTY
GY160 LAND SUB 5 LLC
7001 N. SCOTTSDALE ROAD
SUITE #1015
SCOTTSDALE, AZ 85253
PHONE: (480) 315–2600
CONTACT: GREG LEHMANN
glehmann@commsw.com

ENGINEER
BOWMAN
6751 N. SUNSET BLVD #325
GLENDALE, AZ 85305
PHONE: (480) 629–8830
CONTACT: JOE CABLE
jcable@bowman.com

SHEET INDEX

1	COVER, DEDICATION, SITE DATA, BASIS OF BEARINGS, CERTIFICATION, NOTES
2	TRACT AREA & USAGE TABLE, LOT AREA TABLE, SITE AREA TABLE, LINE & CURVE TABLES, KEY MAP, LEGAL DESCRIPTION
3	TYPICAL LOT DETAILS
4–6	FINAL PLAT PLAN SHEETS
7	OWNERSHIP DELINEATION MAP

SITE DATA

ZONING	PAD
NUMBER OF LOTS	120
GROSS AREA	1,139,157 SQ.FT. OR 26.1514 ACRES, MORE OR LESS
NET AREA	846,458 SQ.FT. OR 19.4320 ACRES, MORE OR LESS

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION AND CONSENT, AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION HEREBY: (I) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE EASEMENTS DEDICATED TO AVION AT BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION IN THIS FINAL PLAT; (II) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS FINAL PLAT; AND (III) ACCEPTS, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS REFLECTED IN THIS FINAL PLAT, OWNERSHIP OF TRACTS A, B, E, F, G, H, L1, L2, M, N, AND Y AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PROPERTY DESCRIBED HEREIN.

_____
SIGNATURE DATE

ACKNOWLEDGMENT

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

ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____ 12/14/21
DOUGLAS B. TONEY
REGISTERED LAND SURVEYOR NO. 55030
BOWMAN CONSULTING
1600 N DESERT DRIVE, #210
TEMPE, AZ 85281

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 12/14/21
ARIZONA U.S.A.

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____ 2021.

BY: _____ ATTEST: _____
GEORGIA LORD – MAYOR DARCIE McCRACKEN – CITY CLERK

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____ 2021.

BY: _____
SUMEET MOHAN – CITY ENGINEER

Bowman
Bowman Consulting Group, Ltd.
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1B
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

DATE:	12/14/21
PROJ NO:	090568–02
TASK NUM:	001
DRAWN BY:	TL
CHECKED:	DT
QUALITY:	
CLIENT NO:	

SCALE
N.T.S.

File: V:\090568 - Sun 05 Farms\090568–02–001 (SRP)\Survey_DWG\Plat\090568–Avion–PH1B–Plat.dwg Plotted: Dec 14, 2021

PROPERTY LEGAL DESCRIPTION - OVERALL SUBDIVISION BOUNDARY (THE "PROPERTY")

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 89°57'14" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 629.79 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.70 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 485.00 FEET;
THENCE NORTH 85°19'10" WEST, A DISTANCE OF 61.27 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 250.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 115.00 FEET;
THENCE SOUTH 03°26'01" WEST, A DISTANCE OF 50.09 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 840.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 91.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 220.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHWESTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 33°12'18" WEST, A RADIAL DISTANCE OF 35.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°54'34", AN ARC DISTANCE OF 20.71 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 186°25'22", AN ARC DISTANCE OF 178.95 FEET TO A POINT;

THENCE SOUTH 60°41'30" EAST, A DISTANCE OF 26.71 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 240.10 FEET;

THENCE SOUTH 47°15'51" WEST, A DISTANCE OF 18.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 47°15'55" WEST, A RADIAL DISTANCE OF 55.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°54'31", AN ARC DISTANCE OF 59.43 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS OF 35.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°10'24", AN ARC DISTANCE OF 11.71 FEET TO A POINT;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 85.44 FEET;
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 417.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 115.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 109.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 8.00 FEET;
THENCE NORTH 45°00'00" EAST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 206.00 FEET;
THENCE NORTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 8.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 148.00 FEET;
THENCE NORTH 45°00'00" EAST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 202.47 FEET;
THENCE NORTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 18.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 230.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 13.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 23.00 FEET;
THENCE NORTH 45°00'00" EAST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 103.00 FEET;

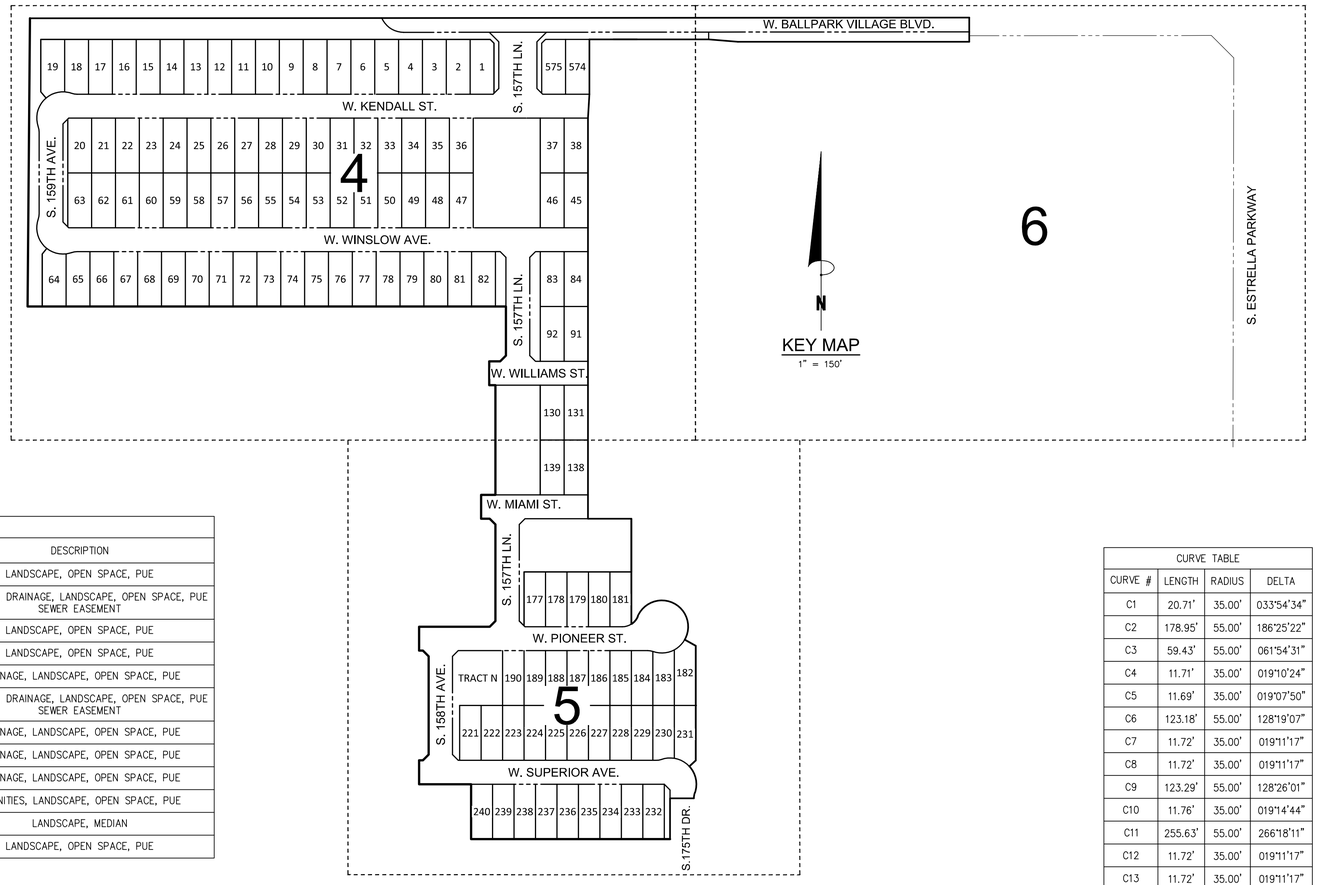
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1002.90 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°29'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 604.13 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE NORTH 89°57'14" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1968.81 FEET TO THE POINT OF BEGINNING.

OVERALL AREA TABLE		
PARCEL	SQ. FT.	ACRES
BOUNDARY	1,139,157	26.1514
ROW-OFFSITE	36,556	0.8392
ROW-ONSITE-NORTH	158,627	3.6416
ROW-ONSITE-SOUTH	97,757	2.2442
NET	846,458	19.4320

TRACT AREA TABLE				
TRACT	SQ. FT.	ACRES	OWNED / MAINTAINED	DESCRIPTION
TRACT A	2,160	0.0496	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT B	32,320	0.7420	HOA / HOA	AMENITIES, DRAINAGE, LANDSCAPE, OPEN SPACE, PUE SEWER EASEMENT
TRACT E	4,916	0.1129	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT F	2,458	0.0564	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE
TRACT G	51,290	1.1775	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE
TRACT H	21,620	0.4963	HOA / HOA	AMENITIES, DRAINAGE, LANDSCAPE, OPEN SPACE, PUE SEWER EASEMENT
TRACT L1	11,028	0.2532	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE
TRACT L2	6,352	0.1458	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE
TRACT M	27,202	0.6245	HOA / HOA	DRAINAGE, LANDSCAPE, OPEN SPACE, PUE
TRACT N	13,656	0.3135	HOA / HOA	AMENITIES, LANDSCAPE, OPEN SPACE, PUE
TRACT VV	1,291	0.0296	CITY / HOA	LANDSCAPE, MEDIAN
TRACT Y	1,308	0.0300	HOA / HOA	LANDSCAPE, OPEN SPACE, PUE



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.71'	35.00'	033°54'34"
C2	178.95'	55.00'	186°25'22"
C3	59.43'	55.00'	061°54'31"
C4	11.71'	35.00'	019°10'24"
C5	11.69'	35.00'	019°07'50"
C6	123.18'	55.00'	128°19'07"
C7	11.72'	35.00'	019°11'17"
C8	11.72'	35.00'	019°11'17"
C9	123.29'	55.00'	128°26'01"
C10	11.76'	35.00'	019°14'44"
C11	255.63'	55.00'	266°18'11"
C12	11.72'	35.00'	019°11'17"
C13	11.72'	35.00'	019°11'17"
C14	123.22'	55.00'	128°21'47"
C15	20.28'	35.00'	033°12'18"
C16	21.99'	7.00'	180°00'00"
C17	21.99'	7.00'	180°00'00"
C18	57.96'	50.00'	066°25'19"
C19	20.71'	35.00'	033°54'34"
C20	178.95'	55.00'	186°25'22"
C21	59.43'	55.00'	061°54'31"
C22	11.71'	35.00'	019°10'24"

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
1	5,715	0.1312
2	5,750	0.1320
3	5,750	0.1320
4	5,750	0.1320
5	5,750	0.1320
6	5,750	0.1320
7	5,750	0.1320
8	5,750	0.1320
9	5,750	0.1320
10	5,750	0.1320
11	5,750	0.1320
12	5,750	0.1320
13	5,750	0.1320
14	5,750	0.1320
15	5,750	0.1320
16	5,750	0.1320
17	5,750	0.1320
18	5,689	0.1306

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
19	5,719	0.1313
20	5,748	0.1320
21	5,750	0.1320
22	5,750	0.1320
23	5,750	0.1320
24	5,750	0.1320
25	5,750	0.1320
26	5,750	0.1320
27	5,750	0.1320
28	5,750	0.1320
29	5,750	0.1320
30	5,750	0.1320
31	5,750	0.1320
32	5,750	0.1320
33	5,750	0.1320
34	5,750	0.1320
35	5,750	0.1320
36	5,750	0.1320

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
37	5,750	0.1320
38	5,750	0.1320
45	5,750	0.1320
46	5,750	0.1320
47	5,750	0.1320
48	5,750	0.1320
49	5,750	0.1320
50	5,750	0.1320
51	5,750	0.1320
52	5,750	0.1320
53	5,750	0.1320
54	5,750	0.1320
55	5,750	0.1320
56	5,750	0.1320
57	5,750	0.1320
58	5,750	0.1320
59	5,750	0.1320
60	5,750	0.1320

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
61	5,750	0.1320
62	5,750	0.1320
63	5,748	0.1320
64	5,683	0.1305
65	5,702	0.1309
66	5,750	0.1320
67	5,750	0.1320
68	5,750	0.1320
69	5,750	0.1320
70	5,750	0.1320
71	5,750	0.1320
72	5,750	0.1320
73	5,750	0.1320
74	5,750	0.1320
75	5,750	0.1320
76	5,750	0.1320
77	5,750	0.1320
78	5,750	0.1320

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
79	5,750	0.1320
80	5,750	0.1320
81	5,750	0.1320
82	5,750	0.1320
83	5,750	0.1320
84	5,750	0.1320
91	5,750	0.1320
92	5,750	0.1320
130	5,750	0.1320
131	5,750	0.1320
138	5,750	0.1320
139	5,750	0.1320
177	5,173	0.1188
178	5,175	0.1188
179	5,175	0.1188
180	5,175	0.1188
181	5,140	0.1180
182	5,785	0.1328

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
183	5,027	0.1154
184	5,169	0.1187
185	5,175	0.1188
186	5,175	0.1188
187	5,175	0.1188
188	5,175	0.1188
189	5,175	0.1188
190	5,175	0.1188
221	5,175	0.1188
222	5,175	0.1188
223	5,175	0.1188
224	5,175	0.1188
225	5,175	0.1188
226	5,175	0.1188
227	5,175	0.1188
228	5,175	0.1188
229	5,175	0.1188
230	5,053	0.1160

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
231	5,323	0.1222
232	5,175	0.1188
233	5,175	0.1188
234	5,175	0.1188
235	5,175	0.1188
236	5,175	0.1188
237	5,175	0.1188
238	5,175	0.1188
239	5,175	0.1188
240	5,175	0.1188
574	5,750	0.1320
575	5,716	0.1312

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°00'00"E	50.70'
L2	N85°19'10"W	61.27'
L3	S03°26'01"W	50.09'
L4	S60°41'30"E	26.71'
L5	S47°15'51"W	18.53'
L6	N90°00'00"W	50.00'
L7	N00°00'00"E	50.00'
L8	N90°00'00"E	8.00'
L9	N45°00'00"E	16.97'
L10	N45°00'00"W	16.97'
L11	N90°00'00"W	8.00'
L12	N00°00'00"E	50.00'
L13	N45°00'00"E	16.97'
L14	N45°00'00"W	14.14'
L15	N90°00'00"W	18.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L16	N00°00'00"E	50.00'
L17	N90°00'00"E	30.00'
L18	N90°00'00"W	13.00'
L19	N00°00'00"E	50.00'
L20	N90°00'00"E	13.00'
L21	N45°00'00"E	16.97'
L22	S00°00'00"E	184.93'
L23	S00°00'00"E	25.00'
L24	N00°00'00"E	54.56'
L25	N45°01'23"W	28.27'
L26	N44°58'37"E	28.30'
L27	N45°00'00"W	9.90'
L28	S45°00'00"W	16.97'
L29	N40°11'55"W	17.01'
L30	N45°00'00"E	16.97'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L31	N45°00'00"W	16.97'
L32	N38°19'32"E	15.11'
L33	N45°00'00"W	16.97'
L34	N45°00'00"E	16.97'
L35	N45°00'00"W	16.97'
L36	N45°00'00"E	16.97'
L37	N45°00'00"W	16.97'
L38	N45°00'00"E	16.97'
L39	N45°00'00"W	16.97'
L40	N45°00'00"W	16.97'
L41	N44°57'47"E	11.34'
L42	S45°02'13"E	11.48'
L43	S00°00'00"E	15.26'
L44	S00°00'00"E	30.00'
L45	S89°57'14"W	546.07'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L46	S00°00'00"E	15.26'
L47	N90°00'00"W	250.00'
L48	S00°00'00"E	115.00'
L49	S03°26'01"W	50.09'
L50	S00°00'00"E	840.00'
L51	N90°00'00"E	91.00'
L52	S00°00'00"E	220.75'
L53	S60°41'30"E	26.71'
L54	S00°00'00"E	240.10'
L55	S47°15'51"W	18.53'
L56	N90°00'00"W	50.00'
L57	S00°00'00"E	85.44'
L58	S90°00'00"W	417.00'
L59	N00°00'00"E	115.00'
L60	N90°00'00"W	109.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L61	N00°00'00"E	50.00'
L62	N90°00'00"E	8.00'
L63	N45°00'00"E	16.97'
L64	N00°00'00"E	206.00'
L65	N45°00'00"W	16.97'
L66	N90°00'00"W	8.00'
L67	N00°00'00"E	50.00'
L68	N90°00'00"E	148.00'
L69	N45°00'00"E	16.97'
L70	N00°00'00"E	202.47'
L71	N45°00'00"W	16.97'
L72	N90°00'00"W	18.00'
L73	N00°00'00"E	50.00'
L74	N90°00'00"E	30.00'
L75	N00°00'00"E	230.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L76	N90°00'00"W	13.00'
L77	N00°00'00"E	50.00'
L78	N90°00'00"E	23.00'
L79	N45°00'00"E	16.97'
L80	N00°00'00"E	103.00'
L81	N90°00'00"W	1002.90'
L82	N00°29'22"E	604.13'
L83	N89°57'14"E	1968.81'
L84	N00°00'00"E	20.70'
L85	N90°00'00"E	485.00'
L86	S85°19'10"E	61.27'

Bowman
Bowman Consulting Group, Ltd.
1800 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

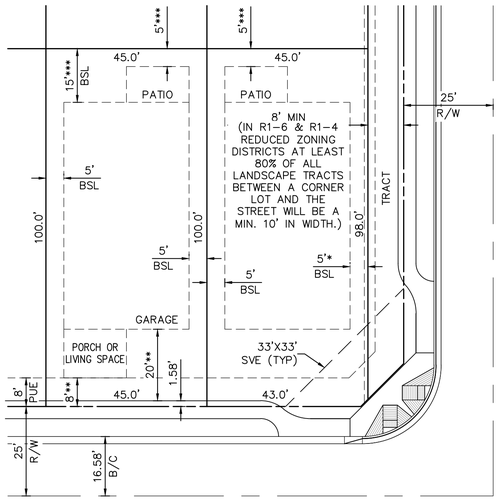
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B. TONEY
Date Signed 12/14/21
ARIZONA, U.S.A.

FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1B
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

DATE: 12/14/21
PROJ NO: 090568-02
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:
SCALE N.T.S.

File: V:\090568 - Sun DS Farms\090568-02-001 (3)#1\Survey_DWG\Plat\090568-Avion-PH1B-Plat.dwg Plotted: Dec 14, 2021

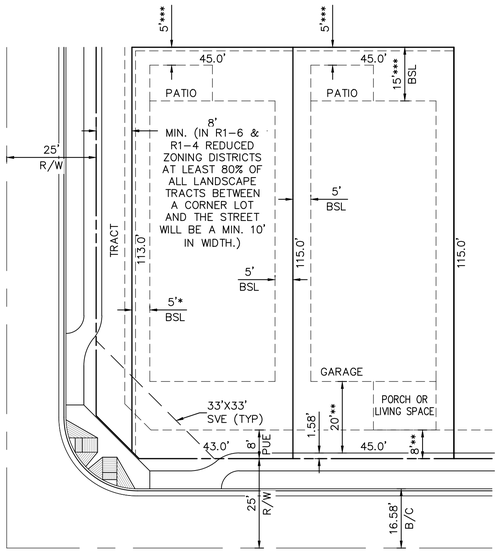


45' x 100' TYPICAL LOT

N.T.S.

45' X 100' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 5' FOR COVERED PORCHES FOR SINGLE STORY ELEVATIONS, AND 10' TO LIVABLE SPACE FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.

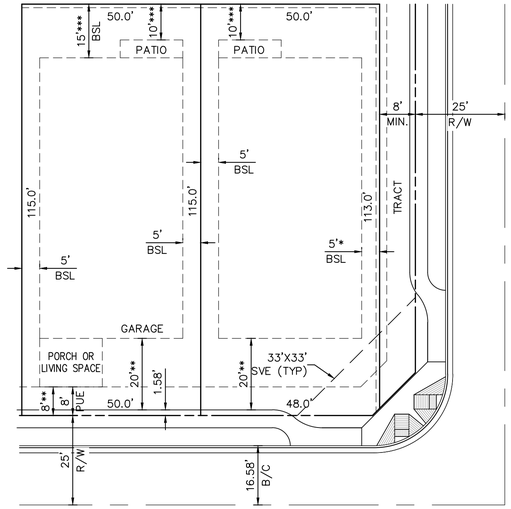


45' x 115' TYPICAL LOT

N.T.S.

45' X 115' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 5' FOR COVERED PORCHES FOR SINGLE STORY ELEVATIONS, AND 10' TO LIVABLE SPACE FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.



50' x 115' TYPICAL LOT

N.T.S.

50' X 115' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 10' FOR COVERED PORCHES, AND 10' FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.

Bowman

Bowman Consulting Group, Ltd.
1600 N Desert Drive, #210
Tempe, AZ 85281

Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B. TONEY
Date Signed 12/14/21
ARIZONA, U.S.A.

FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1B
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

DATE: 12/14/21
PROJ NO: 090568-02
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:
SCALE N.T.S.

File: K:\090568 - Sun 05 Farms\090568-02-001 (SUR)\Survey_DWG\Plat\090568-Avion-PH1B-Plat.dwg Plotted: Dec 14, 2021

NORTH QUARTER CORNER
SECTION 19, T1N, R1W
FOUND REBAR & ALUMINUM CAP

30' COUNTY ROAD
BK. 3, PG. 16, M.C.R.
AND PARTIAL EXTINGUISHMENT
PER DOC._____

S. 157TH AVE

N89°57'14"E 2598.60'

737.45'

TRACT G

N90°00'00"E 941.88'

946.07'

W. BALLPARK VILLAGE BLVD.

TRACT L2 340.00'

N90°00'00"W 250.00'

SARIVAL VILLAGE PARCEL 5
BK. 750, PG. 36, M.C.R.
(NOT A PART)

W. KENDALL ST.
N90°00'00"E 1127.02'
978.52'
872.03'
1088.52'

S. 159TH AVE.
TRACT A
N00°00'00"W 280.00'
604.13'
170.84'

20' SEWER EASEMENT
TRACT B

APN 500-06-037C
(UNSUBDIVIDED)
(NOT A PART)

MATCH SHEET 6

W. WINSLOW AVE.
N90°00'00"E 1125.52'
978.52'
886.86'
1088.52'

SARIVAL VILLAGE PARCEL 6
BK. 600, PG. 47, M.C.R.
(NOT A PART)

N00°29'22"E 2653.33'

2049.20'

N90°00'00"W 1002.90'

APN 500-06-035B
(UNSUBDIVIDED)
(NOT A PART)

S. 157TH LN.

TRACT F

TRACT E

TRACT H

20' SEWER EASEMENT

W. WILLIAMS ST. 147.00'
N90°00'00"E 207.00'

APN 500-06-035B
(UNSUBDIVIDED)
(NOT A PART)

MATCH SHEET 5

CENTER QUARTER CORNER
SECTION 19, T1N, R1W
NOTHING FOUND
CALCULATED POSITION

GRAPHIC SCALE
1" = 50'
50 25 0 50 100

LEGEND

◙	FOUND BRASS CAP IN HAND HOLE
◉	BRASS CAP FLUSH TO BE SET
•	CALCULATED POINT OR AS NOTED
◬	SUBDIVISION CORNER TO BE SET
R/W	EXISTING RIGHT OF WAY
R/W*	RIGHT OF WAY DEDICATED HEREON
M.C.R.	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
SVTE	SIGHT VISIBILITY TRIANGLE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SE	SEWER EASEMENT/WASTEWATER EASEMENT
WLE	WATER LINE EASEMENT
———	SUBDIVISION BOUNDARY
——— — ———	SECTION LINE
——— – ———	CENTER LINE
———	PARCEL LINE
- - - - - -	EASEMENT AS NOTED
— — — — —	EASEMENT AS NOTED
———·———	RIGHT-OF-WAY LINE
· · ·	SHEET MATCH LINE

Bowman
Bowman Consulting Group, Ltd.
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B. TONEY
State Signed 12/14/21
ARIZONA, U.S.A.

FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1B
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

DATE: 12/14/21
PROJ NO: 090568-02
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:
SCALE
1" = 50'

File: V:\090568 - Sun DS Farms\090568-02-001 (SUB)\Survey_DWG\Plat\090568-Avion-PH1B-Plat.dwg Plotted: Dec 14, 2021

N

50 25 0 50 100

GRAPHIC SCALE
1" = 50'

MATCH SHEET 4

MATCH SHEET 6

TRACT H

TRACT M

TRACT N

W. MIAMI ST.

W. PIONEER ST.

W. SUPERIOR AVE.

S. 157TH LN.

S. 158TH AVE.

S. 175TH DR.

20' SEWER EASEMENT

1' VNAE

8' PUE

33'X33' SVTE

25' R/W*

APN 500-06-035B (UNSUBDIVIDED) (NOT A PART)

APN 500-06-037C (UNSUBDIVIDED) (NOT A PART)

APN 500-06-035B (UNSUBDIVIDED) (NOT A PART)

APN 500-06-037C (UNSUBDIVIDED) (NOT A PART)

APN 500-06-035C (UNSUBDIVIDED) (NOT A PART)

LEGEND

◙	FOUND BRASS CAP IN HAND HOLE
◉	BRASS CAP FLUSH TO BE SET
●	CALCULATED POINT OR AS NOTED
◬	SUBDIVISION CORNER TO BE SET
R/W	EXISTING RIGHT OF WAY
R/W*	RIGHT OF WAY DEDICATED HEREON
M.C.R.	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
SVTE	SIGHT VISIBILITY TRIANGLE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SE	SEWER EASEMENT/WASTEWATER EASEMENT
WLE	WATER LINE EASEMENT
	SUBDIVISION BOUNDARY
	SECTION LINE
	CENTER LINE
	PARCEL LINE
	EASEMENT AS NOTED
	EASEMENT AS NOTED
	RIGHT-OF-WAY LINE
	SHEET MATCH LINE

Bowman

Bowman Consulting Group, Ltd.
1800 N Desert Drive, #210
Tempe, AZ 85281

Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B. TONEY
Date Signed 12/14/21
ARIZONA, U.S.A.

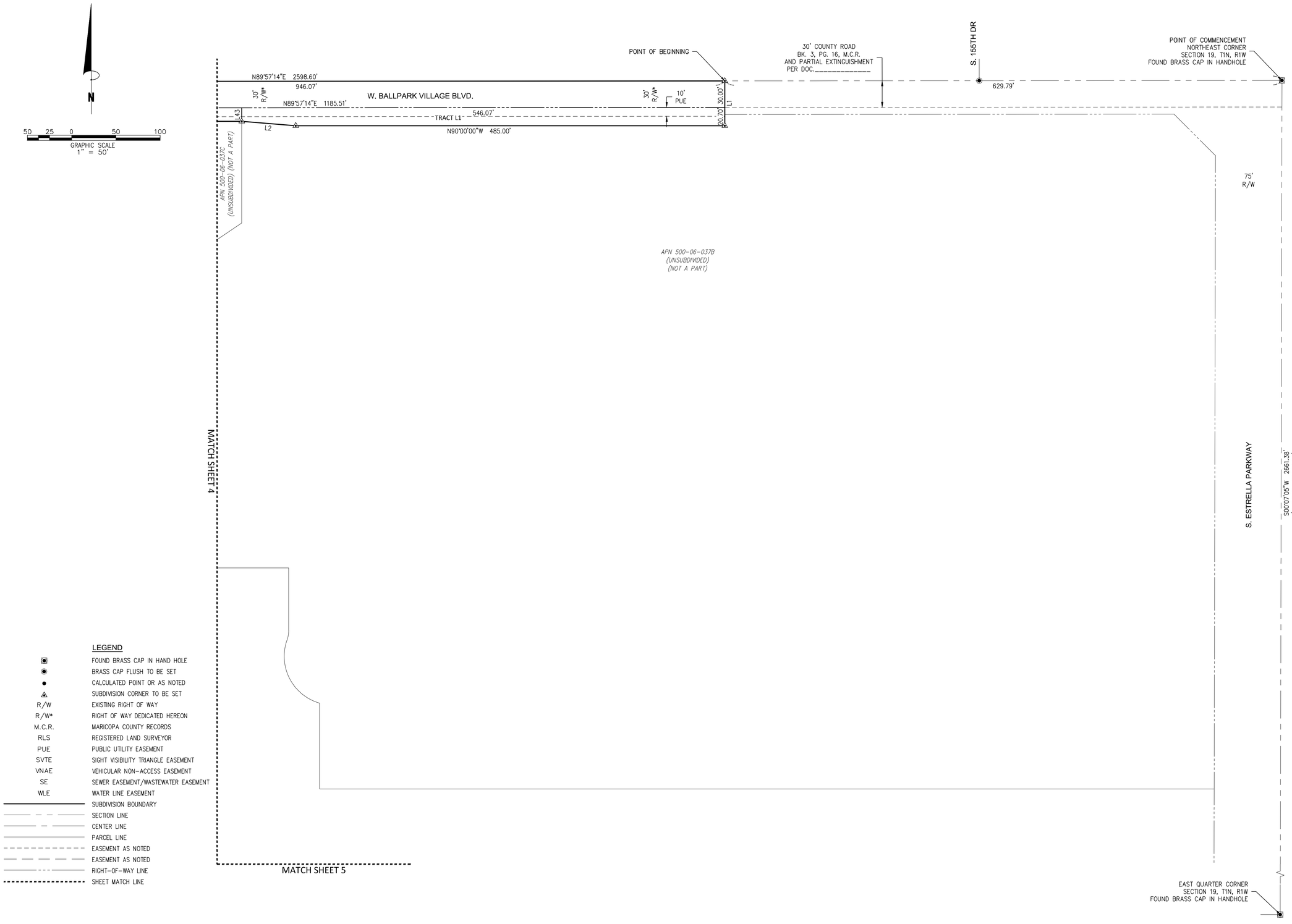
FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1B
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

DATE: 12/14/21
PROJ NO: 090568-02
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:

SCALE
1" = 50'

File: V:\090568 - Sun DS Farms\090568-02-001 (SUB)\Survey_DWG\Plat\090568-Avion-PhIB-Plat.dwg Plotted: Dec 14, 2021



LEGEND

◙	FOUND BRASS CAP IN HAND HOLE
◉	BRASS CAP FLUSH TO BE SET
●	CALCULATED POINT OR AS NOTED
⧋	SUBDIVISION CORNER TO BE SET
R/W	EXISTING RIGHT OF WAY
R/W*	RIGHT OF WAY DEDICATED HEREON
M.C.R.	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
PUE	PUBLIC UTILITY EASEMENT
SVTE	SIGHT VISIBILITY TRIANGLE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SE	SEWER EASEMENT/WASTEWATER EASEMENT
WLE	WATER LINE EASEMENT
———	SUBDIVISION BOUNDARY
——— – – ———	SECTION LINE
——— – ———	CENTER LINE
———	PARCEL LINE
- - - - - - - - - - - -	EASEMENT AS NOTED
— — — — — —	EASEMENT AS NOTED
——— - - - ———	RIGHT-OF-WAY LINE
▪ ▪ ▪ ▪ ▪ ▪	SHEET MATCH LINE

Bowman
Bowman Consulting Group, Ltd.
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 12/14/21
ARIZONA, U.S.A.

FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1B
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

DATE: 12/14/21
PROJ NO: 090568-02
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:
SCALE
1" = 50'

File: V:\090568 - Sun 105 Farms\090568-02-001 (Still)\Survey_DWG\Plat\090568-Avion-PH1B-Plat.dwg Plotted: Dec 14, 2021

LEGAL DESCRIPTION - GY160 LAND SUB 1 LLC PROPERTY

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 89°57'14" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 629.79 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID NORTHEAST QUARTER;\, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 20.70 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 485.00 FEET;

THENCE NORTH 85°19'10" WEST, A DISTANCE OF 61.27 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 15.26 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°57'14" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 546.07 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - GY160 LAND SUB 5 LLC PROPERTY

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 89°57'14" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 629.79 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°57'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 546.07 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 15.26 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 250.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 115.00 FEET;

THENCE SOUTH 03°26'01" WEST, A DISTANCE OF 50.09 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 840.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 91.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 220.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHWESTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 33°12'18" WEST, A RADIAL DISTANCE OF 35.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°54'34", AN ARC DISTANCE OF 20.71 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 55.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 186°25'22", AN ARC DISTANCE OF 178.95 FEET TO A POINT;

THENCE SOUTH 60°41'30" EAST, A DISTANCE OF 26.71 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 240.10 FEET;

THENCE SOUTH 47°15'54" WEST, A DISTANCE OF 18.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 47°15'50" WEST, A RADIAL DISTANCE OF 55.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°54'38", AN ARC DISTANCE OF 59.43 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS OF 35.00 FEET;

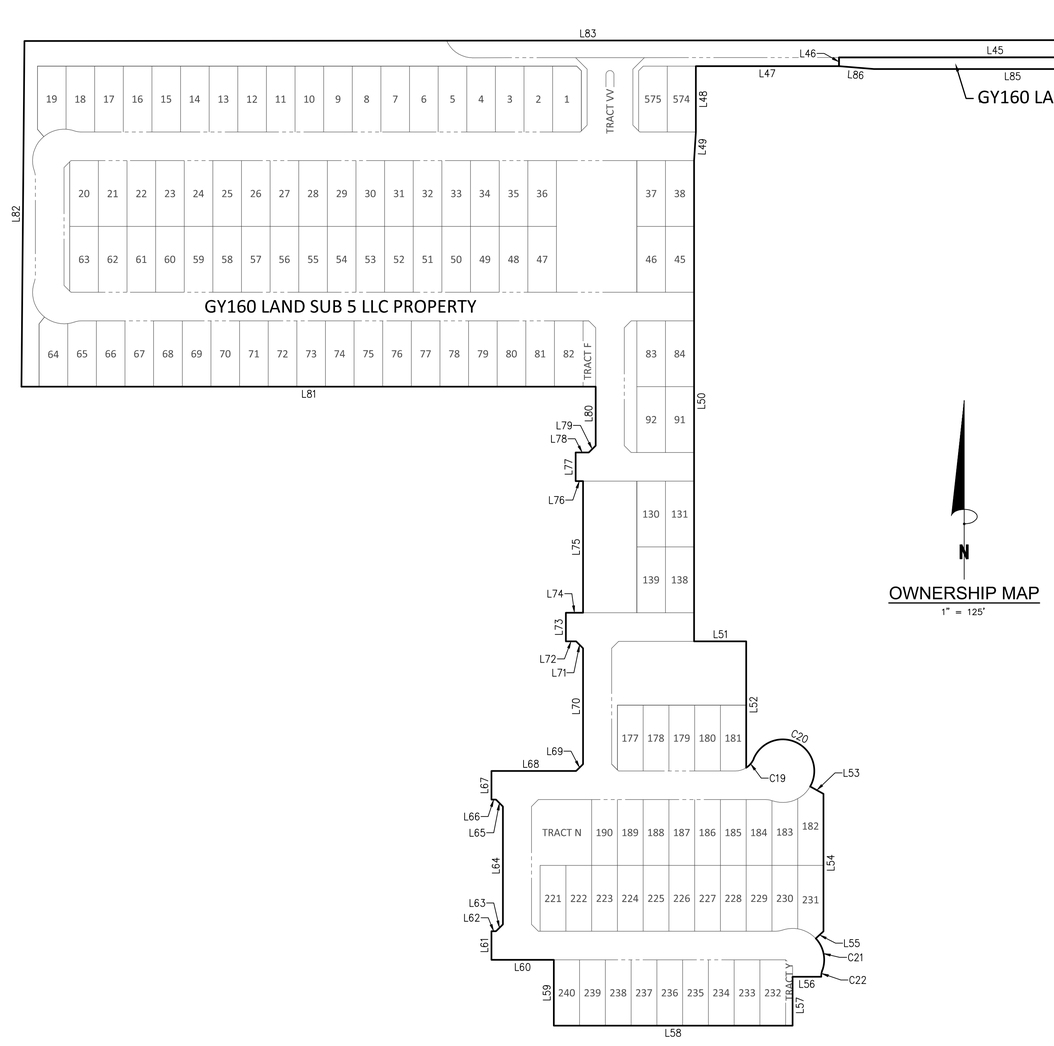
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°10'24", AN ARC DISTANCE OF 11.71 FEET TO A POINT;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 85.44 FEET;
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 417.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 115.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 109.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 8.00 FEET;
THENCE NORTH 45°00'00" EAST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 206.00 FEET;
THENCE NORTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 8.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 148.00 FEET;
THENCE NORTH 45°00'00" EAST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 202.47 FEET;
THENCE NORTH 45°00'00" WEST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 18.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 230.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 13.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 23.00 FEET;
THENCE NORTH 45°00'00" EAST, A DISTANCE OF 16.97 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 103.00 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1002.90 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°29'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 604.13 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE NORTH 89°57'14" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1968.81 FEET TO THE POINT OF BEGINNING.



Bowman

Bowman Consulting Group, Ltd.
1800 N Desert Drive, #210
Tempe, AZ 85281

Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B. TONEY
Date Signed 12/14/21
ARIZONA, U.S.A.

FINAL PLAT
AVION AT BALLPARK VILLAGE-PHASE 1B
GOODYEAR, ARIZONA

© Bowman Consulting Group, Ltd.

DATE:	12/14/21
PROJ NO:	090568-02
TASK NUM:	001
DRAWN BY:	TL
CHECKED:	DT
QUALITY:	
CLIENT NO:	

SCALE
N.T.S.

File: V:\090568 - Sun DS Farms\090568-02-001 (SUB)\Survey_DWG\Plat\090568-Avion-PH1B-Plat.dwg Plotted: Dec 14, 2021

AVION AT BALLPARK VILLAGE

PRELIMINARY PLAT

GOODYEAR, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 00°07'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2606.38 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF THE EAST 40 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°07'05" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2526.26 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 44°57'51" WEST, A DISTANCE OF 56.49 FEET TO THE SOUTH LINE OF THE NORTH 40 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°57'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 40.00 FEET;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 44°57'51" EAST, A DISTANCE OF 63.55 FEET TO THE WEST LINE OF THE EAST 75 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00°07'05" WEST, ALONG SAID WEST LINE, A DISTANCE OF 2476.15 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 45°07'31" WEST, A DISTANCE OF 63.63 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2495.43 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°29'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2598.33 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE NORTH 89°57'14" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2598.60 FEET TO THE POINT OF BEGINNING.



KEY MAP



VICINITY MAP
N.T.S.

ENGINEER

BOWMAN CONSULTING
6751 NORTH SUNSET BLVD, SUITE: 325
GLENDALE, AZ 85305
PHONE: 480.629.8830
CONTACT: JOE CABLE
EMAIL: jcable@bowmanconsulting.com

OWNERS

GY160 LAND SUB 1 LLC
GY160 LAND SUB 2 LLC
GY160 LAND SUB 3 LLC
GY160 LAND SUB 4 LLC
GY160 LAND SUB 5 LLC
7001 N. SCOTTSDALE ROAD, SUITE 1015
SCOTTSDALE, ARIZONA 85253
PHONE: 480.315.2600
CONTACT: GREG LEHMANN
EMAIL: glehmann@commsw.com

BENCHMARK

PRIMARY BENCHMARK
BRASS CAP IN HAND HOLE @ THE NORTHEAST CORNER OF SECTION 19, T1N, R1W
(ALSO THE INTERSECTION OF ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD)
ELEV = 995.788 NAVD88

SECONDARY BENCHMARK
BRASS CAP IN HAND HOLE @ THE EAST QUARTER CORNER OF SECTION 19, T1N, R1W
(ALSO THE INTERSECTION OF ESTRELLA PARKWAY AND ELWOOD STREET)
ELEV = 937.68 NAVD88

BASIS OF BEARINGS

SOUTH 00 DEGREES 07 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 1351 OF MAPS, PAGE 42, M.C.R.

FLOOD DATA

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C2145L, DATED OCTOBER 16, 2013 THIS PROPERTY IS LOCATED IN FLOOD ZONE "X"

PHASING NOTES

THIS PROJECT WILL BE CONSTRUCTED IN FOUR ONSITE PHASES AND THREE OFFSITE PHASES. SEE SHEET PP02 FOR PHASING MAP.
PHASE 1A OFFSITE AND PHASE 1A ONSITE WILL BE CONSTRUCTED CONCURRENTLY. PHASE 1B OFFSITE AND ONSITE WILL BE CONSTRUCTED CONCURRENTLY, AND PHASE 2 OFFSITE AND ONSITE WILL BE CONSTRUCTED CONCURRENTLY.

HOMEOWNER'S ASSOCIATION

A HOMEOWNERS ASSOCIATION WILL BE CREATED FOR THIS DEVELOPMENT TO MAINTAIN OPEN SPACE AND TO ENFORCE CC&R'S

SITE DATA		
EXISTING ZONING	PAD	
GROSS AREA	6,693,224 SF	153.6553 AC
LOT SUMMARY		
LOTS 45' x 100'	107	
LOTS 45' x 115'	240	
LOTS 50' x 115'	228	
LOT TOTAL	575	
MINIMUM LOT SIZE	4,340 SF	
AVERAGE LOT SIZE	5,278 SF	
PROPOSED DENSITY (GROSS)	3.74 DU/AC	
DENSITY EXCLUDING FUTURE PARCEL F		
PARCEL F AREA	1,049,827 SF	24.10 AC
ADJUSTED GROSS AREA	5,643,397 SF	129.55 AC
ADJUSTED DENSITY	4.44 DU/AC	
OPEN SPACE SUMMARY		
TOTAL OPEN SPACE AREA	1,108,959 SF	25.46 AC
OPEN SPACE %	16.57%	
THIS SUBDIVISION WILL HAVE A HOMEOWNERS ASSOCIATION.		
ACTIVE AREA		
COMMUNITY PARK (PARCEL G AND TRACT M)	307,677 SF	7.06 AC
TRACTS B, H, K, N, T, X, OO	278,332 SF	6.39 AC
TOTAL ACTIVE AREA	586,009 SF	13.45 AC
PASSIVE AREA		
TRACTS A, C, D, E, F, G, I, J, L, M, O, P, Q, R, S, U, V, W, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN, PP, QQ, RR	522,950 SF	12.01 AC

LEGEND

- BOUNDARY LINE
- CENTER LINE
- EASEMENT
- LOT LINE
- MATCHLINE
- RIGHT-OF-WAY
- SURVEY MARKER

AC	ACRES
AM	AMENITIES
APN	ASSESSOR'S PARCEL NUMBER
B/C	BACK OF CURB
BCHH	BRASS CAP IN HAND HOLE
BCF	BRASS CAP FLUSH
BSL	BUILDING SETBACK LINE
CL	CENTER LINE
COG	CITY OF GOODYEAR
C1	CURVE TABLE NUMBER
DR	DRAINAGE RETENTION
ESMT	EASEMENT
EX	EXISTING
GF	GARAGE FACE
GL	GARAGE LEFT
GR	GARAGE RIGHT
HOA	HOMEOWNER'S ASSOCIATION
IRR	IRRIGATION
LS	LANDSCAPE
L1	LINE TABLE NUMBER
MCR	MARICOPA COUNTY RECORDS
NTS	NOT TO SCALE
OS	OPEN SPACE
PP	PRELIMINARY PLAT
PUE	PUBLIC UTILITY EASEMENT
RET	RETENTION
R	RADIUS
R.I.D.	ROOSEVELT IRRIGATION DISTRICT
R/W	RIGHT-OF-WAY
SB	SETBACK
SE	SEWER EASEMENT
S/W	SIDEWALK
SVT	SIGHT VISIBILITY TRIANGLE
SF	SQUARE FEET
TEAE	TEMPORARY EMERGENCY ACCESS EASEMENT
TEMP	TEMPORARY
TYP	TYPICAL
WE	WATER EASEMENT

UTILITY PROVIDERS

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
ELECTRIC	APS
TELEPHONE	COX COMMUNICATIONS OR CENTURYLINK
GAS	SOUTHWEST GAS COMPANY
REFUSE	CITY OF GOODYEAR

Sheet List Table

Sheet Number	Sheet Title
PP01	COVER SHEET
PP02	PHASING PLAN & CURVE DATA
PP03	DETAILS AND LOT AREA
PP04	PRELIMINARY PLAT
PP05	PRELIMINARY PLAT
PP06	PRELIMINARY PLAT
PP07	PRELIMINARY PLAT
PP08	PRELIMINARY PLAT
PP09	PRELIMINARY PLAT
PP10	STREET SECTIONS

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6751 N. Sunset Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

########## - COVER SHEET

AVION AT BALLPARK VILLAGE
SWC ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD
GOODYEAR, AZ
MARICOPA COUNTY

PROJECT NUMBER

33135
JOSEPH E.
CABLE
01/22/2021
REGISTERED PROFESSIONAL ENGINEER
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD

SCALE H:
V:

JOB No. 090568-02-001

DATE : 01/22/2021

PP01
SHEET 01 OF 10

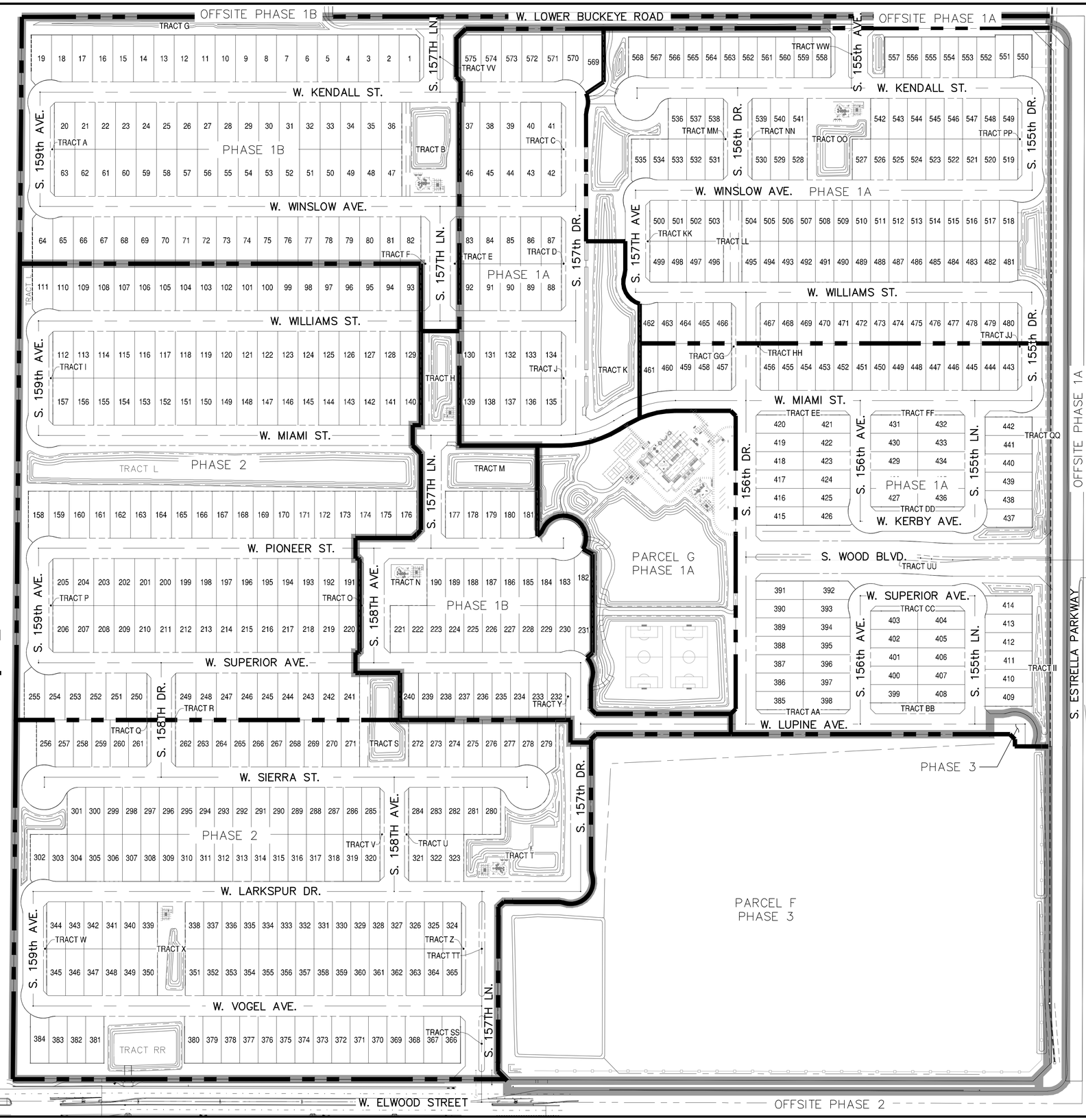
C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-001-COV.dwg 02/26/2021

CURVE DATA				CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C1	11.72'	35.00'	19°11'17"	C69	123.23'	55.00'	128°22'35"
C2	123.23'	55.00'	128°22'42"	C70	11.72'	35.00'	19°11'17"
C3	11.72'	35.00'	19°11'17"	C71	11.72'	35.00'	19°11'17"
C4	11.72'	35.00'	19°11'17"	C72	123.23'	55.00'	128°22'35"
C5	123.23'	55.00'	128°22'27"	C73	11.72'	35.00'	19°11'17"
C6	11.72'	35.00'	19°11'17"	C74	55.08'	640.00'	4°55'53"
C7	11.72'	35.00'	19°11'17"	C75	48.20'	560.00'	4°55'53"
C8	123.25'	55.00'	128°23'23"	C76	48.20'	560.00'	4°55'53"
C9	11.72'	35.00'	19°11'17"	C77	55.08'	640.00'	4°55'53"
C10	41.00'	35.00'	67°06'53"	C78	11.72'	35.00'	19°11'17"
C11	255.63'	55.00'	266°18'10"	C79	123.23'	55.00'	128°22'35"
C12	11.72'	35.00'	19°11'17"	C80	11.72'	35.00'	19°11'17"
C13	41.00'	35.00'	67°06'53"	C81	11.72'	35.00'	19°11'17"
C14	255.63'	55.00'	266°18'10"	C82	123.23'	55.00'	128°22'35"
C15	11.72'	35.00'	19°11'17"	C83	11.72'	35.00'	19°11'17"
C16	11.72'	35.00'	19°11'17"	C84	11.72'	35.00'	19°11'17"
C17	123.22'	55.00'	128°21'47"	C85	123.24'	55.00'	128°22'49"
C18	11.72'	35.00'	19°11'17"	C86	11.72'	35.00'	19°11'17"
C19	11.72'	35.00'	19°11'17"	C87	51.64'	600.00'	4°55'53"
C20	123.23'	55.00'	128°22'32"	C88	51.64'	600.00'	4°55'53"
C21	11.72'	35.00'	19°11'17"	C89	135.73'	250.00'	31°06'26"
C22	11.72'	35.00'	19°11'17"	C90	135.73'	250.00'	31°06'26"
C23	123.23'	55.00'	128°22'37"				
C24	11.72'	35.00'	19°11'17"				
C25	11.72'	35.00'	19°11'17"				
C26	255.63'	55.00'	266°18'10"				
C27	41.00'	35.00'	67°06'53"				
C28	11.72'	35.00'	19°11'17"				
C29	123.23'	55.00'	128°22'35"				
C30	11.72'	35.00'	19°11'17"				
C31	11.72'	35.00'	19°11'17"				
C32	123.23'	55.00'	128°22'35"				
C33	11.72'	35.00'	19°11'17"				
C34	11.76'	35.00'	19°14'44"				
C35	123.29'	55.00'	128°26'01"				
C36	11.72'	35.00'	19°11'17"				
C37	11.72'	35.00'	19°11'17"				
C38	123.18'	55.00'	128°19'07"				
C39	11.69'	35.00'	19°07'50"				
C40	11.72'	35.00'	19°11'17"				
C41	123.23'	55.00'	128°22'35"				
C42	11.72'	35.00'	19°11'17"				
C43	149.30'	275.00'	31°06'26"				
C44	122.16'	225.00'	31°06'26"				
C45	48.56'	225.00'	12°21'59"				
C46	149.30'	275.00'	31°06'26"				
C47	11.72'	35.00'	19°11'17"				
C48	123.23'	55.00'	128°22'35"				
C49	11.72'	35.00'	19°11'17"				
C50	11.72'	35.00'	19°11'17"				
C51	123.23'	55.00'	128°22'35"				
C52	11.72'	35.00'	19°11'17"				
C53	41.00'	35.00'	67°06'53"				
C54	255.63'	55.00'	266°18'10"				
C55	11.72'	35.00'	19°11'17"				
C56	9.36'	35.00'	15°19'41"				
C57	79.23'	55.00'	82°32'09"				
C58	11.72'	35.00'	19°11'17"				
C59	11.72'	35.00'	19°11'17"				
C60	123.23'	55.00'	128°22'35"				
C61	11.72'	35.00'	19°11'17"				
C62	11.72'	35.00'	19°11'17"				
C63	123.23'	55.00'	128°22'35"				
C64	11.72'	35.00'	19°11'17"				
C65	11.72'	35.00'	19°11'17"				
C66	123.23'	55.00'	128°22'35"				
C67	11.72'	35.00'	19°11'17"				
C68	11.72'	35.00'	19°11'17"				

PHASE LINE

PARCEL LINE



CAD FILE NAME: V:\090568 – sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-002-PPT.dwg 02/26/2021

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6295 N. Sunset Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT - PHASING PLAN & CURVE DATA

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CERTIFICATE NO.)
33135
JOSEPH E. CABLE
(EXPIRATION DATE: 6/30/2021)
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION
DD	MT / JC
DESIGN	DRAWN / CHKD
SCALE	H: 1" = 120' V:
JOB No.	090568-02-001
DATE :	01/22/2021

SHEET PP02 02 OF 10

C.O.G. 20-50000008

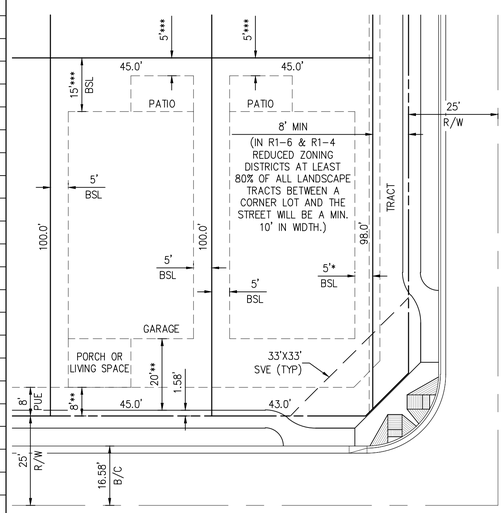
LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA	
LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA
1	5715.06 SF	73	5750.00 SF	145	5750.00 SF	217	5750.00 SF	289	5175.00 SF	361	5175.00 SF	433	5175.00 SF	505	4500.00 SF
2	5750.00 SF	74	5750.00 SF	146	5750.00 SF	218	5750.00 SF	290	5175.00 SF	362	5175.00 SF	434	5175.00 SF	506	4500.00 SF
3	5750.00 SF	75	5750.00 SF	147	5750.00 SF	219	5750.00 SF	291	5175.00 SF	363	5175.00 SF	435	5175.00 SF	507	4500.00 SF
4	5750.00 SF	76	5750.00 SF	148	5750.00 SF	220	5748.00 SF	292	5175.00 SF	364	5175.00 SF	436	5173.00 SF	508	4500.00 SF
5	5750.00 SF	77	5750.00 SF	149	5750.00 SF	221	5170.51 SF	293	5175.00 SF	365	5218.01 SF	437	5099.32 SF	509	4500.00 SF
6	5750.00 SF	78	5750.00 SF	150	5750.00 SF	222	5170.51 SF	294	5175.00 SF	366	5175.00 SF	438	5120.07 SF	510	4500.00 SF
7	5750.00 SF	79	5750.00 SF	151	5750.00 SF	223	5170.51 SF	295	5175.00 SF	367	5175.00 SF	439	5175.00 SF	511	4500.00 SF
8	5750.00 SF	80	5750.00 SF	152	5750.00 SF	224	5170.51 SF	296	5175.00 SF	368	5175.00 SF	440	5175.00 SF	512	4500.00 SF
9	5750.00 SF	81	5750.00 SF	153	5750.00 SF	225	5170.51 SF	297	5175.00 SF	369	5175.00 SF	441	5175.00 SF	513	4500.00 SF
10	5750.00 SF	82	5750.00 SF	154	5750.00 SF	226	5170.51 SF	298	5175.00 SF	370	5175.00 SF	442	5175.00 SF	514	4500.00 SF
11	5750.00 SF	83	5750.00 SF	155	5750.00 SF	227	5170.51 SF	299	5175.00 SF	371	5175.00 SF	443	5173.00 SF	515	4500.00 SF
12	5750.00 SF	84	5750.00 SF	156	5750.00 SF	228	5170.51 SF	300	5175.00 SF	372	5175.00 SF	444	5175.00 SF	516	4500.00 SF
13	5750.00 SF	85	5750.00 SF	157	5748.00 SF	229	5170.70 SF	301	5069.46 SF	373	5175.00 SF	445	5175.00 SF	517	4500.00 SF
14	5750.00 SF	86	5750.00 SF	158	5812.17 SF	230	5048.25 SF	302	5038.68 SF	374	5175.00 SF	446	5175.00 SF	518	4467.40 SF
15	5750.00 SF	87	5748.00 SF	159	5670.44 SF	231	5318.69 SF	303	5154.55 SF	375	5175.00 SF	447	5175.00 SF	519	4498.00 SF
16	5750.00 SF	88	5748.00 SF	160	5750.00 SF	232	5175.00 SF	304	5175.00 SF	376	5175.00 SF	448	5175.00 SF	520	4500.00 SF
17	5750.00 SF	89	5750.00 SF	161	5750.00 SF	233	5175.00 SF	305	5175.00 SF	377	5175.00 SF	449	5175.00 SF	521	4500.00 SF
18	5688.53 SF	90	5750.00 SF	162	5750.00 SF	234	5175.00 SF	306	5175.00 SF	378	5175.00 SF	450	5175.00 SF	522	4500.00 SF
19	5718.55 SF	91	5750.00 SF	163	5750.00 SF	235	5175.00 SF	307	5175.00 SF	379	5175.00 SF	451	5175.00 SF	523	4500.00 SF
20	5749.43 SF	92	5750.00 SF	164	5750.00 SF	236	5175.00 SF	308	5175.00 SF	380	5175.00 SF	452	5175.00 SF	524	4500.00 SF
21	5751.48 SF	93	5750.00 SF	165	5750.00 SF	237	5175.00 SF	309	5175.00 SF	381	5175.00 SF	453	5175.00 SF	525	4500.00 SF
22	5751.48 SF	94	5750.00 SF	166	5750.00 SF	238	5175.00 SF	310	5175.00 SF	382	5175.00 SF	454	5175.00 SF	526	4500.00 SF
23	5751.48 SF	95	5750.00 SF	167	5750.00 SF	239	5175.00 SF	311	5175.00 SF	383	5154.58 SF	455	5175.00 SF	527	4500.00 SF
24	5751.48 SF	96	5750.00 SF	168	5750.00 SF	240	5175.00 SF	312	5175.00 SF	384	5059.45 SF	456	5173.00 SF	528	4500.00 SF
25	5751.48 SF	97	5750.00 SF	169	5750.00 SF	241	5750.00 SF	313	5175.00 SF	385	5173.00 SF	457	5173.00 SF	529	4500.00 SF
26	5751.48 SF	98	5750.00 SF	170	5750.00 SF	242	5750.00 SF	314	5175.00 SF	386	5175.00 SF	458	5175.00 SF	530	4498.00 SF
27	5751.48 SF	99	5750.00 SF	171	5750.00 SF	243	5750.00 SF	315	5175.00 SF	387	5175.00 SF	459	5175.00 SF	531	4498.00 SF
28	5751.48 SF	100	5750.00 SF	172	5750.00 SF	244	5750.00 SF	316	5175.00 SF	388	5175.00 SF	460	5223.82 SF	532	4500.00 SF
29	5751.48 SF	101	5750.00 SF	173	5750.00 SF	245	5750.00 SF	317	5175.00 SF	389	5175.00 SF	461	5547.74 SF	533	4500.00 SF
30	5751.48 SF	102	5750.00 SF	174	5750.00 SF	246	5750.00 SF	318	5175.00 SF	390	5175.00 SF	462	4355.79 SF	534	4467.40 SF
31	5751.48 SF	103	5750.00 SF	175	5750.00 SF	247	5750.00 SF	319	5175.00 SF	391	5175.00 SF	463	4500.00 SF	535	4404.32 SF
32	5751.48 SF	104	5750.00 SF	176	5748.00 SF	248	5750.00 SF	320	5173.00 SF	392	5352.51 SF	464	4500.00 SF	536	4498.41 SF
33	5751.48 SF	105	5750.00 SF	177	5173.00 SF	249	5748.22 SF	321	5173.00 SF	393	5027.29 SF	465	4500.00 SF	537	4500.00 SF
34	5751.48 SF	106	5750.00 SF	178	5175.00 SF	250	5747.84 SF	322	5175.00 SF	394	5175.00 SF	466	4498.00 SF	538	4498.00 SF
35	5751.48 SF	107	5750.00 SF	179	5175.00 SF	251	5750.00 SF	323	5175.00 SF	395	5175.00 SF	467	4498.00 SF	539	4498.00 SF
36	5751.48 SF	108	5750.00 SF	180	5175.00 SF	252	5750.00 SF	324	5243.25 SF	396	5175.00 SF	468	4500.00 SF	540	4500.00 SF
37	5750.00 SF	109	5750.00 SF	181	5139.77 SF	253	5750.00 SF	325	5175.25 SF	397	5175.00 SF	469	4500.00 SF	541	4500.00 SF
38	5750.00 SF	110	5717.40 SF	182	5789.51 SF	254	5623.35 SF	326	5175.25 SF	398	5173.00 SF	470	4500.00 SF	542	4500.00 SF
39	5750.00 SF	111	5651.99 SF	183	5031.82 SF	255	5972.50 SF	327	5175.25 SF	399	5175.00 SF	471	4500.00 SF	543	4500.00 SF
40	5750.00 SF	112	5748.00 SF	184	5173.40 SF	256	5021.58 SF	328	5175.25 SF	400	5175.00 SF	472	4500.00 SF	544	4500.00 SF
41	5748.00 SF	113	5750.00 SF	185	5179.49 SF	257	5174.75 SF	329	5175.25 SF	401	5175.00 SF	473	4500.00 SF	545	4500.00 SF
42	5748.00 SF	114	5750.00 SF	186	5179.49 SF	258	5175.00 SF	330	5175.25 SF	402	5175.00 SF	474	4500.00 SF	546	4500.00 SF
43	5750.00 SF	115	5750.00 SF	187	5179.49 SF	259	5175.00 SF	331	5175.25 SF	403	5175.00 SF	475	4500.00 SF	547	4500.00 SF
44	5750.00 SF	116	5750.00 SF	188	5179.49 SF	260	5175.00 SF	332	5175.25 SF	404	5175.00 SF	476	4500.00 SF	548	4500.00 SF
45	5750.00 SF	117	5750.00 SF	189	5179.49 SF	261	5173.15 SF	333	5175.25 SF	405	5175.00 SF	477	4500.00 SF	549	4498.00 SF
46	5750.00 SF	118	5750.00 SF	190	5179.49 SF	262	5172.91 SF	334	5175.25 SF	406	5175.00 SF	478	4500.00 SF	550	4572.89 SF
47	5748.52 SF	119	5750.00 SF	191	5748.00 SF	263	5175.00 SF	335	5175.05 SF	407	5175.00 SF	479	4500.00 SF	551	4721.19 SF
48	5748.52 SF	120	5750.00 SF	192	5750.00 SF	264	5175.00 SF	336	5175.25 SF	408	5175.00 SF	480	4498.00 SF	552	4500.00 SF
49	5748.52 SF	121	5750.00 SF	193	5750.00 SF	265	5175.00 SF	337	5175.25 SF	409	5175.00 SF	481	4464.59 SF	553	4500.00 SF
50	5748.52 SF	122	5750.00 SF	194	5750.00 SF	266	5175.00 SF	338	5175.25 SF	410	5175.00 SF	482	4500.00 SF	554	4500.00 SF
51	5748.52 SF	123	5750.00 SF	195	5750.00 SF	267	5175.00 SF	339	5175.13 SF	411	5175.00 SF	483	4500.00 SF	555	4500.00 SF
52	5748.52 SF	124	5750.00 SF	196	5750.00 SF	268	5175.00 SF	340	5175.13 SF	412	5175.00 SF	484	4500.00 SF	556	4500.00 SF
53	5748.52 SF	125	5750.00 SF	197	5750.00 SF	269	5175.00 SF	341	5175.13 SF	413	5170.76 SF	485	4500.00 SF	557	4500.00 SF
54	5748.52 SF	126	5750.00 SF	198	5750.00 SF	270	5175.00 SF	342	5175.13 SF	414	5023.62 SF	486	4500.00 SF	558	4495.36 SF
55	5748.52 SF	127	5750.00 SF	199	5750.00 SF	271	5175.00 SF	343	5175.13 SF	415	5175.00 SF	487	4500.00 SF	559	4500.00 SF
56	5748.52 SF	128	5750.00 SF	200	5750.00 SF	272	5175.00 SF	344	5282.51 SF	416	5175.00 SF	488	4500.00 SF	560	4500.00 SF
57	5748.52 SF	129	5750.00 SF	201	5750.00 SF	273	5175.00 SF	345	5282.77 SF	417	5175.00 SF	489	4500.00 SF	561	4500.00 SF
58	5748.52 SF	130	5750.00 SF	202	5750.00 SF	274	5175.00 SF	346	5175.13 SF	418	5175.00 SF	490	4500.00 SF	562	4500.00 SF
59	5748.52 SF	131	5750.00 SF	203	5750.00 SF	275	5175.00 SF	347	5175.13 SF	419	5175.00 SF	491	4500.00 SF	563	4500.00 SF
60	5748.52 SF	132	5750.00 SF	204	5750.00 SF	276	5175.00 SF	348	5175.13 SF	420	5173.00 SF	492	4500.00 SF	564	4500.00 SF
61	5748.52 SF	133	5750.00 SF	205	5748.00 SF	277	5170.76 SF	349	5175.13 SF	421	5173.00 SF	493	4500.00 SF	565	4500.00 SF
62	5748.52 SF	134	5748.00 SF	206	5748.00 SF	278	5023.62 SF	350	5175.13 SF	422	5175.00 SF	494	4500.00 SF	566	4500.00 SF
63	5746.57 SF	135	5747.96 SF	207	5750.00 SF	279	5563.36 SF	351	5175.00 SF	423	5175.00 SF	495	4500.00 SF	567	4499.17 SF
64	5683.23 SF	136	5750.00 SF	208	5750.00 SF	280	5146.43 SF	352	5175.00 SF	424	5175.00 SF	496	4500.00 SF	568	4344.99 SF
65	5701.71 SF	137	5750.00 SF	209	5750.00 SF	281	5175.00 SF	353	5175.00 SF	425	5142.40 SF	497	4500.00 SF	569	6607.19 SF
66	5750.00 SF	138	5750.00 SF	210	5750.00 SF	282	5175.00 SF	354	5174.40 SF	426	5079.32 SF	498	4500.00 SF	570	5679.91 SF
67	5750.00 SF	139	5750.00 SF	211	5750.00 SF	283	5175.00 SF	355	5175.00 SF	427	5173.00 SF	499	4498.00 SF	571	5704.40 SF
68	5750.00 SF	140	5750.00 SF	212	5750.00 SF	284	5173.00 SF	356	5175.00 SF	428	5175.00 SF	500	4498.00 SF	572	5750.00 SF
69	5750.00 SF	141	5750.00 SF	213	5750.00 SF	285	5173.00 SF	357	5175.00 SF	429	5175.00 SF	501	4500.00 SF	573	5750.00 SF
70	5750.00 SF	142	5750.00 SF	214	5750.00 SF	286	5175.00 SF	358	5175.00 SF	430	5175.00 SF	502	4500.00 SF	574	5750.00 SF
71	5750.00 SF	143	5750.00 SF	215	5750.00 SF	287	5175.00 SF	359	5175.00 SF	431	5173.00 SF	503	4500.00 SF	575	5715.87 SF
72	5750.00 SF	144	5750.00 SF	216	5750.00 SF	288	5175.00 SF	360	5175.00 SF	432	5173.00 SF	504	4500.00 SF		

TRACT AREA				
TRACT ID	TRACT USE	AREA	OWNER	RESPONSIBLE PARTY
A	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
AA	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
B	AM, OS, LS, DR, SE, PUE	32320.43 SF	AVION HOA	AVON HOA LLC
BB	OS, LS, PUE	6000.06 SF	AVION HOA	AVION HOA LLC
C	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
CC	OS, LS, PUE	2616.00 SF	AVION HOA	AVION HOA LLC
D	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
DD	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
E	OS, LS, PUE	4916.00 SF	AVION HOA	AVION HOA LLC
EE	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
F	OS, LS, PUE	4916.00 SF	AVION HOA	AVION HOA LLC
FF	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
G	OS, LS, DR, PUE	51287.77 SF	AVION HOA	AVION HOA, LLC
GG	OS, LS, PUE	2010.00 SF	AVION HOA	AVION HOA LLC
H	AM, OS, LS, DR, SE, PUE	21620.00 SF	AVION HOA	AVION HOA LLC
HH	OS, LS, PUE	2010.00 SF	AVION HOA	AVION HOA LLC
I	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
II	OS, LS, DR, IRR, PUE	40082.65 SF	AVION HOA	AVION HOA LLC
J	OS, LS, PUE	2158.49 SF	AVION HOA	AVION HOA LLC
JJ	OS, LS, PUE	1879.98 SF	AVION HOA	AVION HOA LLC
K	TEAE, OS, LS, DR, WE, PUE	117061.91 SF	AVION HOA	AVION HOA LLC
KK	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
L	DR, OS, LS, PUE	136583.84 SF	AVION HOA	AVION HOA LLC
LL	OS, LS, DR, SE, PUE	9000.00 SF	AVION HOA	AVION HOA LLC
M	OS, DR, LS, PUE	27202.44 SF	AVION HOA	AVION HOA LLC
MM	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
N	AM, OS, LS, PUE	13664.70 SF	AVION HOA	AVION HOA LLC
NN	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
O	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
OO	AM, OS, LS, DR, PUE	26500.00 SF	AVION HOA	AVION HOA LLC
P	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
PARCEL G	AM, OS, DR, LS, PUE	280474.49 SF	AVION HOA	AVION HOA LLC
PP	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
Q	OS, LS, PUE	2159.74 SF	AVION HOA	AVION HOA LLC
QQ	OS, LS, DR, IRR, PUE	90242.14 SF	AVION HOA	AVION HOA LLC
R	OS, LS, PUE	2167.70 SF	AVION HOA	AVION HOA LLC
RR	OS, LS, DR, PUE	100159.98 SF	AVION HOA	AVION HOA LLC
S	OS, LS, DR, SE, PUE	25184.26 SF	AVION HOA	AVION HOA LLC
SS	MED, LS	1872.42 SF	CITY OF GOODYEAR	AVION HOA LLC
T	AM, OS, LS, DR, PUE	51532.72 SF	AVION HOA	AVION HOA LLC
TT	MED, LS, DR	3206.17 SF	CITY OF GOODYEAR	AVION HOA LLC
U	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
UU	MED, LS, DR	7896.97 SF	CITY OF GOODYEAR	AVION HOA LLC
V	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
VV	MED, LS	1531.60 SF	CITY OF GOODYEAR	AVION HOA LLC
W	OS, LS, PUE	1711.82 SF	AVION HOA	AVION HOA LLC
WW	MED, LS	1616.99 SF	CITY OF GOODYEAR	AVION HOA LLC
X	AM, OS, LS, DR, PUE	15632.54 SF	AVION HOA	AVION HOA LLC
Y	OS, LS, PUE	1309.47 SF	AVION HOA	AVION HOA LLC
Z	OS, LS, PUE	2160.06 SF	AVION HOA	AVION HOA LLC
TOTAL OS (TRACTS)		25.78 AC	1,124,049 SF	16.79%

PARCEL AREA				
TRACT ID	TRACT USE	AREA	OWNER	RESPONSIBLE PARTY
PARCEL F	FUTURE DEV.	1049482 SF	GY160 LAND SUB4, LLC	GY160 LAND SUB4, LLC

UNLESS EXPRESSLY MODIFIED IN THE DOCUMENT, ALL DEVELOPMENT WITHIN THE PROPERTY SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF GOODYEAR ZONING ORDINANCE. THE DEVELOPMENT STANDARDS FOR EACH PARCEL SHALL BE THE DEVELOPMENT STANDARDS FOR THE UNDERLYING ZONING DISTRICT OF THE PARCEL IN ACCORDANCE WITH THE CITY OF GOODYEAR ZONING ORDINANCE, EXCEPT AS MODIFIED BELOW.

STANDARD	R1-6 REDUCED	R1-4 REDUCED
LOT STANDARDS		
MINIMUM LOT AREA (sf)	5,000	3,500 sf IN PARCEL F ONLY
MINIMUM LOT DEPTH (ft)	100	90 ft IN PARCEL F ONLY
BUILDING FORM AND LOCATION		
MAXIMUM BUILDING COVERAGE	60%	65%
MINIMUM SETBACKS (ft)		
FRONT (other than front facing garage)	8	8
STREET SIDE	5 (where a minimum 8 foot wide landscape tract is provided)	5 (where a minimum 8 foot wide landscape tract is provided)
REAR	15 TO LIVING (Rear setbacks may be reduced to 10 for single-story elevations only. 10 to covered patios for single-story elevations only.	15 to living (Rear setbacks may be reduced to 10 for single-story elevations only); 5 to covered patios for single-story elevations only

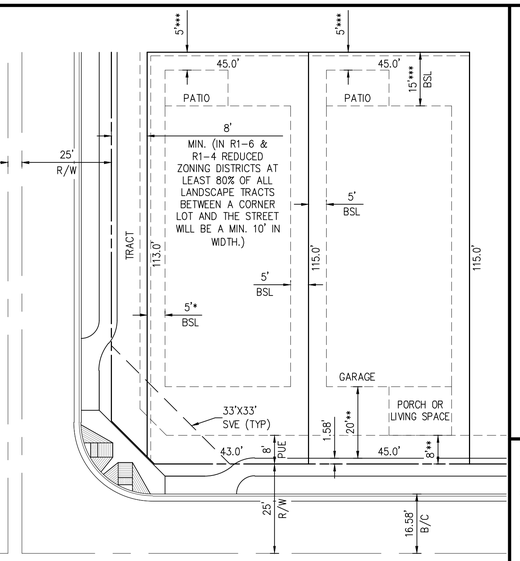


45' x 100' TYPICAL LOT

N.T.S.

45' X 100' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 5' FOR COVERED PORCHES FOR SINGLE STORY ELEVATIONS, AND 10' TO LIVABLE SPACE FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.



45' x 115' TYPICAL LOT

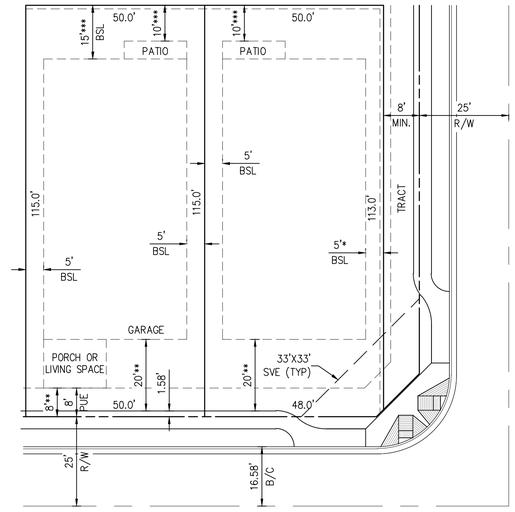
N.T.S.

45' X 115' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 5' FOR COVERED PORCHES FOR SINGLE STORY ELEVATIONS, AND 10' TO LIVABLE SPACE FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.

ABBREVIATIONS

AM	AMENITIES
DR	DRAINAGE RETENTION
IRR	IRRIGATION
LS	LANDSCAPE
MED	MEDIAN
OS	OPEN SPACE
PUE	PUBLIC UTILITY EASEMENT
SE	SEWER EASEMENT
TEAE	TEMPORARY EMERGENCY ACCESS EASEMENT
WE	WATER EASEMENT



50' x 115' TYPICAL LOT

N.T.S.

50' X 115' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 10' FOR COVERED PORCHES, AND 10' FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.

Bowman CONSULTING

Bowman Consulting Group, Ltd.
8777 N. Gainey Center Drive, Suite 265
Scottsdale, Arizona 85258

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

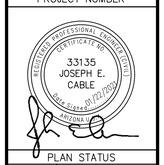
PRELIMINARY PLAT - DETAILS AND LOT AREA

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER



PLAN STATUS

DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD
SCALE	H: V:	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP03

SHEET 03 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-003-DET.dwg 02/09/2021

MATCHLINE SEE SHEET PP06

MATCHLINE SEE SHEET PP05

CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	N0°06'36"E	235.16'
L2	N0°06'36"E	280.01'
L3	N90°00'00"E	241.63'
L4	N90°00'00"W	214.49'
L5	N90°00'00"W	883.24'
L6	S0°00'08"W	280.01'
L7	N90°00'00"E	1097.20'
L8	N0°00'00"E	280.00'

PASEO AT SARIVAL VILLAGE HOMEOWNERS ASSOC.
SARIVAL VILLAGE PARCEL 10
BOOK 591, PAGE 1, M.C.R.
ZONING: PAD

S00°29'22"W 2598.33'

S. 158TH AVE.

W. LARKSPUR DR.

S. 158th AVE.

S. 157TH LN.

TRACT RR

TRACT V

TRACT U

TRACT T
261.10'

RETENTION

ROW PARCEL

PHASE 2

TRACT W

TRACT X

TRACT Z

TRACT TT

TRACT SS

PARCEL F
PHASE 3
FUTURE DEVELOPMENT

TEMPORARY RETENTION

W. VOGEL AVE.

EX. IRRIGATION DITCH TO BE REMOVED

S89°52'03"E 2495.43'

S89°52'03"E 3784.78'

S89°52'03"E 1468.88'

W. ELWOOD STREET

OFFSITE IMPROVEMENTS ELWOOD LOGISTICS PER DEVELOPMENT AGREEMENT WITH CITY OF GOODYEAR

TEMPORARY ESMT TO BE RELOCATED WITH DEVELOPMENT

WEST QUARTER CORNER SECTION 19, T1N, R1W FOUND BRASS CAP IN HAND HOLE

ELWOOD LOGISTICS CENTER LLC
DOC. 2012-0654558, M.C.R.
ZONING: PAD

ARIZONA GALVANIZING INC.
DOC. 1994-0057178, M.C.R.
ZONING: I-2

(GL) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE LEFT (EAST) ON LOT 328 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

(GR) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE RIGHT (WEST) ON LOT 327 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

REFER TO SHEET 2 FOR CURVE DATA

N

60 30 0 60 120
GRAPHIC SCALE
1" = 60'

Bowman CONSULTING

Bowman Consulting Group, Ltd.
8500 North Hayden Road, Suite 325
Glendale, Arizona 85305
Phone: (480) 629-8830
www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

33135
JOSEPH E.
CABLE
01/31/2021
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP04
SHEET 04 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-004-PPT.dwg 01/27/2021

MATCHLINE SEE SHEET PP07

MATCHLINE SEE SHEET PP04

S.157TH DR.

8.00' PUE

8.00' TRAIL

50.00' R/W

PHASE 2

1127.47'

PARCEL F

PHASE 3
FUTURE DEVELOPMENT

661.80'

N00°07'05"E 2476.15'

N00°07'05"E 2526.26'

S00°07'05"W 2606.38'

S. ESTRELLA PARKWAY

15.85' MEDIAN

50.00' B/C

50.17' B/C

75.00' R/W

80.00' RID PIPE

68.00'

24.00' R.I.D. ESMT

8' TRAIL

PROPOSED BUS BAY

N45°07'31"E 63.63'

63.61'

40.0'

S89°52'03"E 40.00'

10.00' PUE

3' DG TRAIL

S89°52'03"E 2495.43'

2495.4'

55.00' R/W

29.89' B/C

9.83' MEDIAN

1.92' MEDIAN

37.45' B/C

2.19' MEDIAN

25.27' B/C

S89°52'03"E 1468.88'

42.92' B/C

43.10' B/C

67.27' B/C

W. ELWOOD STREET

S. 156TH AVE.

ESTRELLA CROSSING BUSINESS PARK
BOOK 762, PAGE 44, M.C.R.
ZONING: PAD

ESTRELLA CROSSING BUSINESS PARK MLD
BOOK 906, PAGE 6 M.C.R.
ZONING: PAD

EAST QUARTER CORNER
SECTION 19, T1N, R1W FOUND
BRASS CAP IN HAND HOLE

REFER TO SHEET 2
FOR CURVE DATA

N

60 30 0 60 120
GRAPHIC SCALE
1" = 60'

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6295 North Sweetzer Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

---- PROJECT NUMBER

33135
JOSEPH E.
CABLE
01/22/2021

PLAN STATUS

DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD
SCALE	H: 1"=60' V: NONE	
JOB No.	090568-02-001	
DATE :	01/22/2021	

PP05

SHEET 05 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-005-PPT.dwg 01/27/2021

MATCHLINE SEE SHEET PP08

W. WILLIAMS ST.

W. MIAMI ST.

W. PIONEER ST.

W. SUPERIOR AVE.

W. SIERRA ST.

S. 159TH AVE.

S. 157TH LN.

S. 158TH DR.

S. 158TH AVE.

PHASE 1A

PHASE 1B

PHASE 2

TRACT H RETENTION

TRACT L RETENTION

TRACT M RETENTION

TRACT N RETENTION

TRACT O RETENTION

TRACT P RETENTION

TRACT Q RETENTION

TRACT R RETENTION

TRACT S RETENTION

TRACT I

TRACT J

TRACT RR

TRACT T

PASEO AT SARIVAL VILLAGE HOMEOWNERS ASSOC. SARIVAL VILLAGE PARCEL 6 BOOK 600, PAGE 47, M.C.R. ZONING: PAD

PASEO AT SARIVAL VILLAGE HOMEOWNERS ASSOC. SARIVAL VILLAGE PARCEL 10 BOOK 591, PAGE 1, M.C.R. ZONING: PAD

PIONEER STREET

EX. IRRIGATION DITCH TO BE REMOVED

MATCHLINE SEE SHEET PP07

MATCHLINE SEE SHEET PP04

REFER TO SHEET 2 FOR CURVE DATA

* DUE TO TEMPORARY TURNAROUND EASEMENT, HOMES CANNOT BE CONSTRUCTED ON LOTS 37, 38, 45, 46, 83, 92, 130, 131, 138, 139 AND 575 UNTIL EITHER THE TURNAROUND AND EASEMENT ARE RELOCATED TO THE WEST OF THE LOT OR UNTIL THE STREET IS EXTENDED TO PROVIDE EGRESS BY WAY OF CONSTRUCTION OF PHASE 1B.

(QL) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE LEFT (WEST) ON LOT 211 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

(GR) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE RIGHT (WEST) ON LOT 190 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

CENTERLINE DATA

LINE #	BEARING	DISTANCE
L1	S0°00'00"E	25.00'
L2	N90°00'00"W	285.91'
L3	N90°00'00"W	569.94'
L4	N90°00'00"W	325.00'
L5	N0°00'00"E	25.00'
L6	N0°02'25"W	280.00'
L7	N90°00'00"E	299.87'
L8	N90°00'00"E	520.13'
L9	N90°00'00"E	505.99'
L10	N0°00'02"W	280.00'
L11	S0°00'02"E	280.00'
L12	N90°00'00"W	820.00'
L13	N90°00'00"W	140.00'
L14	N90°00'00"W	323.75'
L15	S0°00'00"E	276.47'
L16	N90°00'00"E	318.17'
L17	N90°00'00"E	960.00'
L18	S0°00'00"E	280.00'
L19	N90°00'00"W	982.00'
L20	N90°00'00"W	332.00'

GRAPHIC SCALE 1" = 60'

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6295 North Sunset Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER — CERTIFICATE NO. 33135 — JOSEPH E. CABLE — 01/22/2021 — ARIZONA U.S.A. — NATIONAL

PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP06

SHEET 06 OF 10

C.O.G. 20-50000008

MATCHLINE SEE SHEET PP09

W. WILLIAMS ST.

PHASE 1A

TRACT K RETENTION

TRACT GG

TRACT HH

TRACT JJ

S. 157TH DR.

S. 155TH DR.

W. MIAMI ST.

TRACT EE

TRACT FF

TRACT QQ

PHASE 1A

S. 156TH AVE.

S. 155TH LN.

W. KERBY AVE

TRACT DD

S. 156TH DR.

RETENTION PARCEL G

S. WOOD BLVD.

TRACT UU

W. WOOD BOULEVARD

S. ESTRELLA PARKWAY

TRACT CC

W. SUPERIOR AVE

TRACT AA

TRACT BB

W. LUPINE AVE.

PHASE 1B

FLEXIBLE SPORT / PLAY AREA (SOCCER FIELDS SHOWN FOR SIZE REFERENCE ONLY)

TRACT Y

PARCEL F
PHASE 3

PHASE 3

MATCHLINE SEE SHEET PP06

MATCHLINE SEE SHEET PP05

(GR) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE RIGHT (EAST) ON LOTS 451 & 445 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

REFER TO SHEET 2 FOR CURVE DATA

CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	S0°00'48"E	410.00'
L2	N0°00'48"W	150.00'
L3	N90°00'00"W	266.91'
L4	N90°00'00"W	137.13'
L5	N90°00'00"W	280.00'
L6	N90°00'00"W	280.00'
L7	N90°00'00"W	122.87'
L8	N0°00'00"E	54.58'
L9	N0°00'00"E	313.71'
L10	N90°00'00"W	280.00'
L11	S0°00'00"E	313.71'
L12	N0°00'00"E	408.47'
L13	N90°00'00"E	375.79'
L14	N90°00'00"E	319.32'
L15	N0°00'00"E	383.00'
L16	N90°00'00"E	280.00'
L17	S0°00'00"E	295.00'
L18	N90°00'00"E	280.00'
L19	N0°00'00"E	295.00'
L20	N90°00'00"W	280.00'
L21	N90°00'00"E	139.32'
L22	N0°00'00"E	265.00'
L23	N0°00'00"E	265.00'
L24	N90°00'00"W	171.86'
L25	S58°53'34"W	25.36'
L26	N0°00'00"E	277.42'
L27	S0°00'00"E	25.00'
L28	S85°04'07"E	26.88'

N

60 30 0 60 120
GRAPHIC SCALE
1" = 60'

Bowman CONSULTING

Bowman Consulting Group, Ltd.
8777 N. Gainey Center Dr., Ste 265
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

33135
JOSEPH E. CABLE
01/22/2021
REGISTERED PROFESSIONAL ENGINEER
ARIZONA

PLAN STATUS

DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD

SCALE H: 1"=60'
V: NONE

JOB No. 090568-02-001

DATE : 01/22/2021

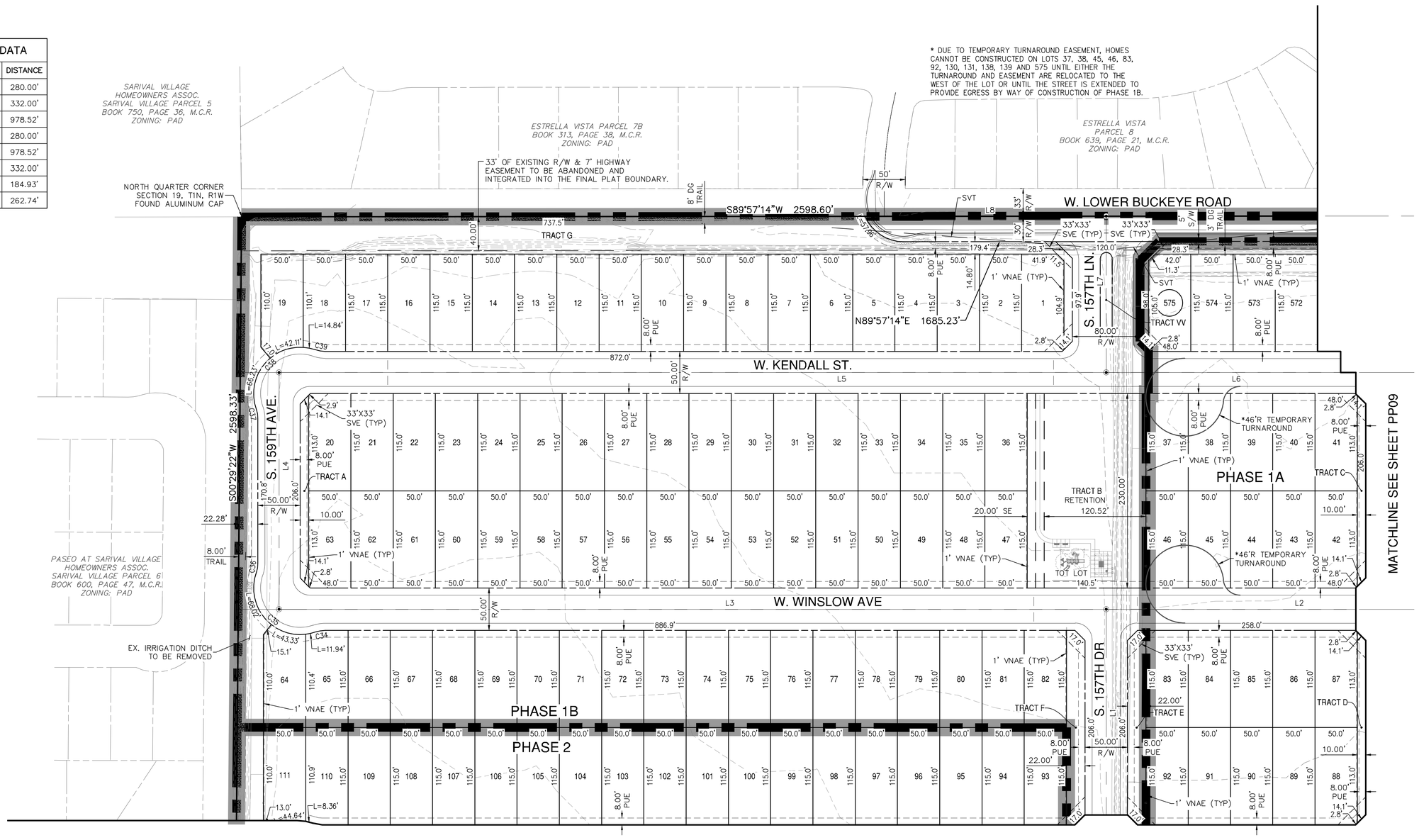
PP07

SHEET 07 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-007-PPT.dwg 01/27/2021

CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	S0°00'00"E	280.00'
L2	N90°00'00"E	332.00'
L3	N90°00'00"E	978.52'
L4	S0°00'00"E	280.00'
L5	N90°00'00"W	978.52'
L6	N90°00'00"W	332.00'
L7	N0°00'00"E	184.93'
L8	N89°57'14"E	262.74'



CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-008-PPT.dwg 02/26/2021

Bowman CONSULTING

Bowman Consulting Group, Ltd.
8250 North Sweetwater Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER

33135 JOSEPH E. CABLE 01/22/2021 REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. ARIZONA U.S.A.

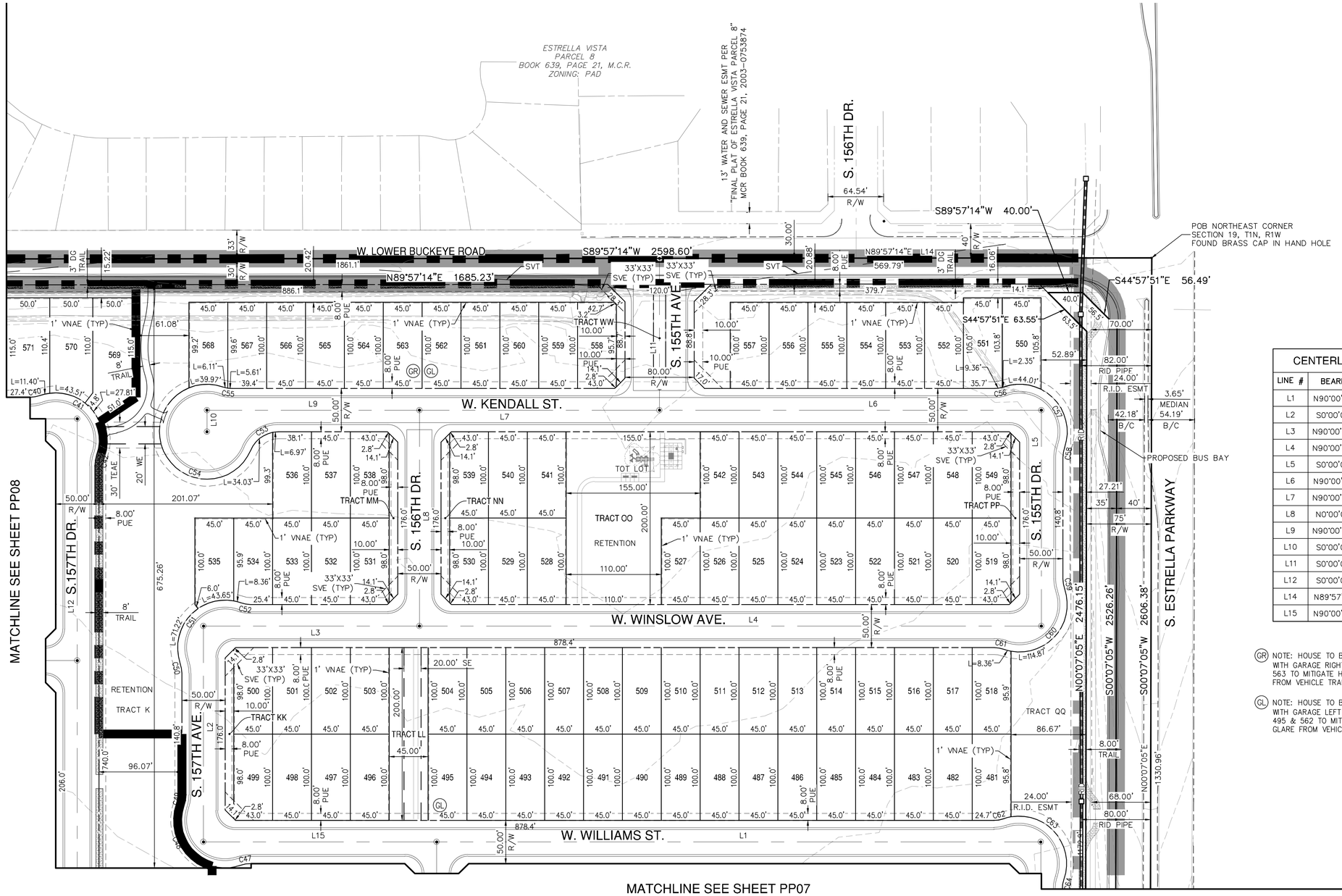
PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP08

SHEET 08 OF 10

C.O.G. 20-50000008



CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	N90°00'00"E	700.00'
L2	S0°00'00"E	250.00'
L3	N90°00'00"W	250.00'
L4	N90°00'00"W	720.00'
L5	S0°00'00"E	250.00'
L6	N90°00'00"E	442.00'
L7	N90°00'00"W	278.00'
L8	N0°00'00"E	250.00'
L9	N90°00'00"W	245.99'
L10	S0°00'00"E	25.00'
L11	S0°00'00"E	175.74'
L12	S0°00'00"E	560.00'
L14	N89°57'14"E	569.79'
L15	N90°00'00"E	270.00'

(GR) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE RIGHT (EAST) ON LOT 563 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

(GL) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE LEFT (WEST) ON LOTS 495 & 562 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6295 North Sweetwater Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER ----

33135 JOSEPH E. CABLE — REGISTERED PROFESSIONAL ENGINEER (CIVIL) — CERTIFICATE NO. — ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD

SCALE H: 1"=60' V: NONE

JOB No. 090568-02-001

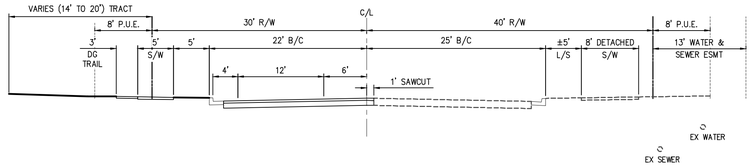
DATE : 01/22/2021

SHEET 09 OF 10

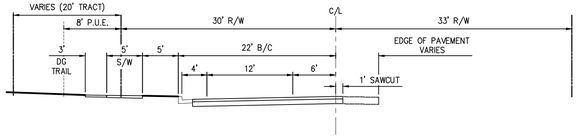
PP09

C.O.G. 20-50000008

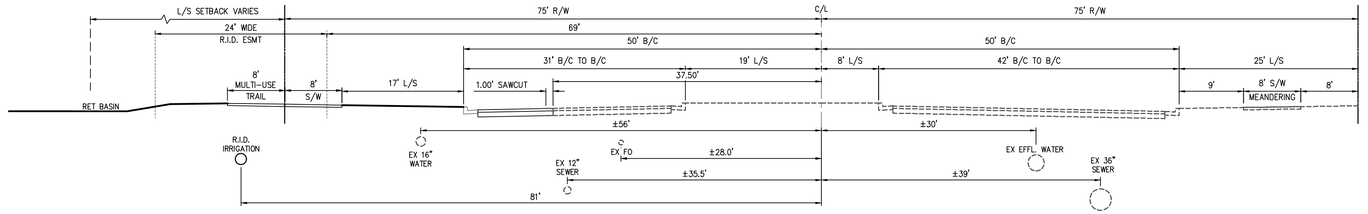
CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-009-PPT.dwg 02/26/2021



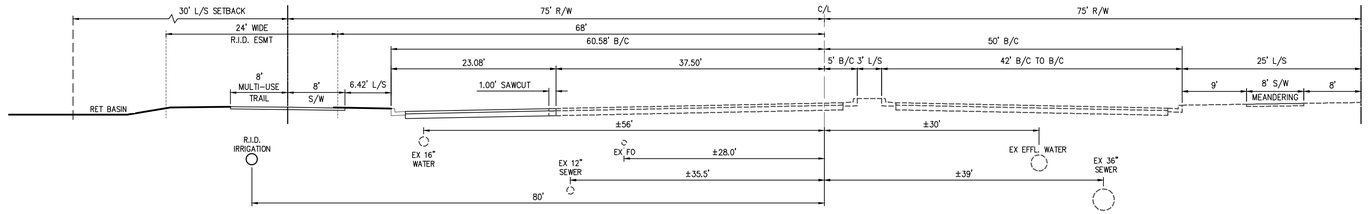
MODIFIED MINOR COLLECTOR STREET (LOOKING WEST)
W. LOWER BUCKEYE ROAD, ADJACENT TO ESTRELLA VISTA PARCEL 8



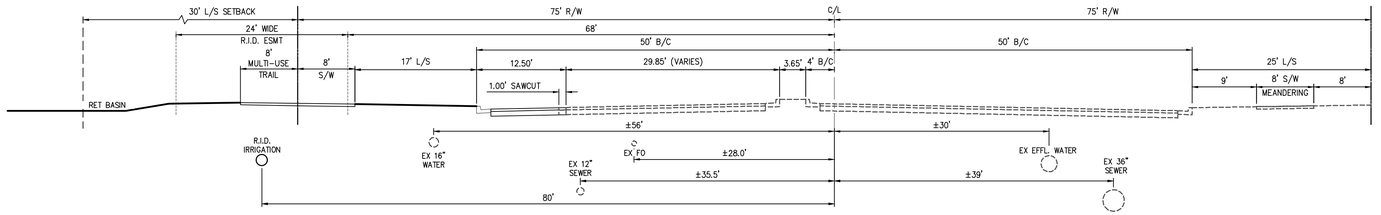
MODIFIED MINOR COLLECTOR STREET (LOOKING WEST)
W. LOWER BUCKEYE ROAD, ADJACENT TO ESTRELLA VISTA PARCEL



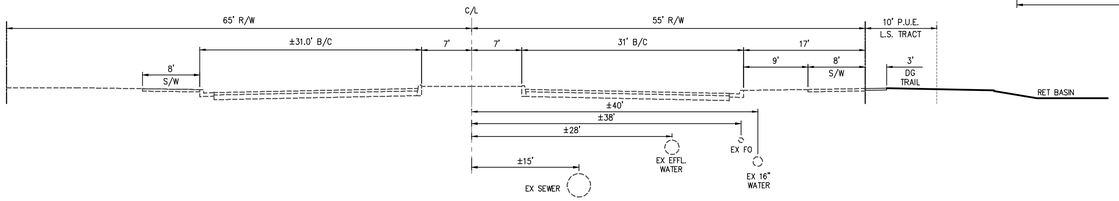
SCENIC ARTERIAL STREET (LOOKING NORTH)
S. ESTRELLA PARKWAY



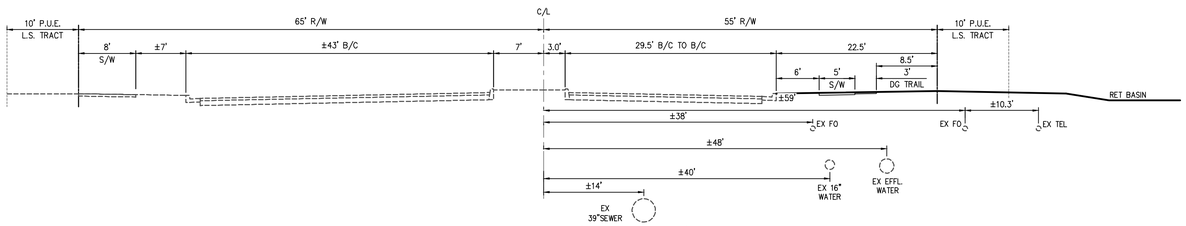
SCENIC ARTERIAL STREET (LOOKING NORTH)
S. ESTRELLA PARKWAY WITH RIGHT TURN LANE



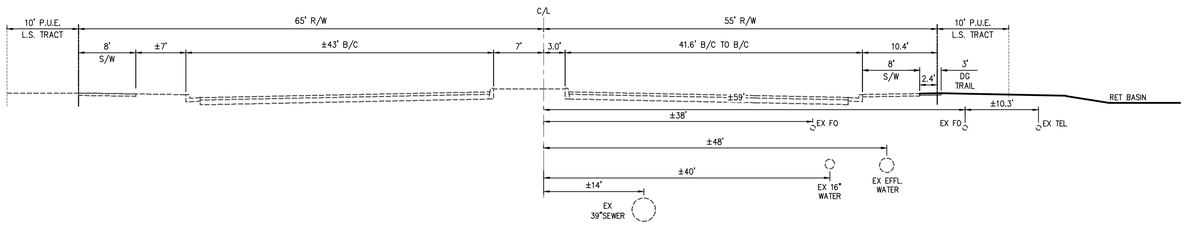
SCENIC ARTERIAL STREET (LOOKING NORTH)
S. ESTRELLA PARKWAY WITH LEFT TURN LANE



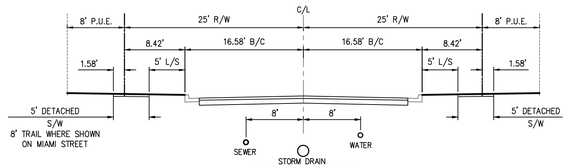
MINOR ARTERIAL STREET (LOOKING WEST)
W. ELWOOD STREET (WEST OF S. 157TH LANE)



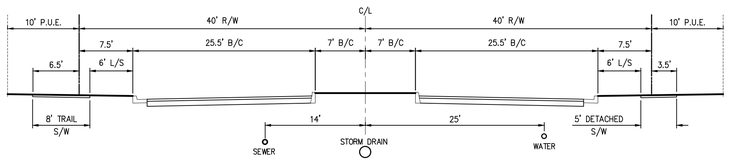
MINOR ARTERIAL STREET (LOOKING WEST)
W. ELWOOD STREET (BETWEEN ESTRELLA PARKWAY & S. 157TH LANE)



MINOR ARTERIAL STREET WITH RIGHT TURN LANE (LOOKING WEST)
W. ELWOOD STREET (BETWEEN S. ESTRELLA PARKWAY & S. 157TH LANE)



LOCAL STREET
(LOOKING NORTH OR WEST)



SPECIAL USE MAJOR COLLECTOR
(LOOKING NORTH OR WEST)

Bowman
CONSULTING

Bowman Consulting Group, Ltd.
6295 North Scottsdale Rd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

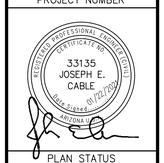
PRELIMINARY PLAT - STREET SECTIONS

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER



PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: V:	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP10
SHEET 10 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 – sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-010-PPT.dwg 02/26/2021

AGENDA ITEM #:
DATE: 3/22/2021
CAR #: 2021-7175

COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR AVION AT BALLPARK VILLAGE

CASE NUMBER: 20-500-00008

STAFF PRESENTER(S): Christian M. Williams, Planner

OTHER PRESENTER(S): Malik Brown, Bowman Consulting

SUMMARY:

Preliminary Plat for Avion at Ballpark Village subdividing approximately 153.65 acres into 575 lots, 49 tracts and 2 parcels.

RECOMMENDATION:

Approve the preliminary plat for Avion at Ballpark Village attached hereto, subdividing approximately 153.65 acres into 575 lots, 49 tracts and 2 parcels (the "Property"), subject to the following stipulations:

1. Final plats subdividing all or part of the Property shall not be approved unless they provide for secondary access points and a looped water system that meet applicable standards. No final plat subdividing all or part of the Property shall be recorded until all dedications of easements and/or right-of-way located outside the boundaries of the portion of the Property included in the final plat(s) needed for secondary access points and a looped water system have been recorded and recording information inserted onto the final plat(s). All of the easements referred to herein shall be in a form approved by the City Attorney or his designee and the rights-of-way shall be dedicated lien free and in fee.
2. Unless Owner has received approval of the City Council for the abandonment of the right-of-way for the southern half of W. Lower Buckeye Road from 157th Avenue to the eastern boundary of the Sarival Village subdivision and all conditions for the abandonment to become effective have been satisfied, Owner shall construct full south half-street improvements within the existing W. Lower Buckeye Road alignment from Estrella Parkway to the western boundary of the Property required for a Minor Collector Road, which road shall include but not be limited to: paving consisting of a minimum 4-foot bike lane and two 12-foot travel lanes, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. The south half-street improvements referred to herein shall be constructed

pursuant to a written phasing plan approved by the City Engineer or his designee;

3. If the right-of-way for the southern half of W. Lower Buckeye Road from 157th Avenue to the eastern boundary of the Sarival Village subdivision is to be abandoned, no final plat subdividing all or part of the Property located within the portion of the Property identified as Phase 1B shall be recorded until the City Council has approved the abandonment and all conditions for the abandonment to become effective have been satisfied, including the relocation, at Owner's sole cost and expense, of existing improvements within the abandonment area if required and the granting of easements needed for the relocated utilities.
4. If the right-of-way for the southern half of W. Lower Buckeye Road from 157th Avenue to the eastern boundary of the Sarival Village subdivision has been abandoned, Owner shall construct full south half-street improvements within the existing W. Lower Buckeye Road alignment from Estrella Parkway to 157th Avenue required for a Minor Collector Road, which road shall include but not limited to: paving consisting of a minimum 4-foot bike lane and two 12-foot travel lanes, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. In addition, Owner shall construct a pedestrian path along the northern boundary of the Property west of 157th Avenue following the abandonment referred to below beginning at the point where the existing improvements within W. Lower Buckeye Road ends to the western boundary of the Property. The pedestrian path shall include a minimum of an eight (8) foot stabilized granite path with landscaping on either side of the pedestrian path comparable to landscaping required for a Collector Street Median with low water consumptive plants from the ADWR's approved list and decomposed granite in accordance with the Engineering Design Standards and Policies. The improvements described herein shall be constructed pursuant to a written phasing plan approved by the City Engineer or his designee.
5. Unless Owner makes an in-lieu payment as provided in stipulation 6, Owner shall construct full north half-street improvements for Elwood Street required for a Minor Arterial as set forth in the Engineering Design Standards in effect at the time of construction for the section of Elwood Street along the southern boundary of the Property, including, but not limited to, pavement, curb and gutter, one-half median, one-half median landscaping, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Elwood Street Improvements"). 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. The Elwood Street Improvements shall either be completed and accepted by the City Engineer or his designee subject to the two-year warranty period or shall be substantially completed as determined by the City Engineer or his designee and financial assurances provided to the City to ensure the completion of the Elwood Street Improvements prior to the issuance of the first building permit for the construction of any structure, except for model homes; within any portion of the

Property included within any final plat subdividing all or part of the Property adjacent to Elwood Street;

6. If, when Owner records a final plat subdividing all or part of the Property adjacent to Elwood Street or seeks approval of a site plan for development of a portion of the Property adjacent to Elwood Street, the Elwood Street Improvements have been constructed by others, are under construction by others, or have been permitted by others, Owner shall remit to the City an in-lieu payment for the costs incurred in constructing such improvements if completed or an in-lieu payment for the estimated costs of constructing such improvements. The in-lieu payment required herein shall be made prior to the recordation of the first final plat subdividing all or part of the Property adjacent to Elwood Street or prior to the issuance of any permit associated with infrastructure required with the approval of the first site plan for development of a portion of the Property adjacent to Elwood Street, whichever is earlier. To the extent legally enforceable, the City will limit the amount of the in-lieu payment to be made pursuant to this stipulation to the amount reflected in any private agreement between the Owner and the entity that funded the construction of the Elwood Street Improvements provided a copy of the private agreement is submitted to the City when the in-lieu payment is requested. If there is a challenge to the enforceability to the amount of the in-lieu payment, the City will collect the full amount of the in-lieu payment described herein until the dispute is resolved;
7. Owner shall construct full west half-street improvements to Estrella Parkway required for a Scenic Arterial as set forth in the Engineering Design Standards in effect at the time of construction for the section of Estrella Parkway along the eastern boundary of the Property, which improvements include, but are not limited to, pavement, curb and gutter, sidewalks, bus bays, street frontage landscape and landscape irrigation, and street lighting (the “Estrella Parkway Improvements”). No building permits for the construction of any structure, except for model homes, shall be issued within any portion of the Property until the Estrella Parkway Improvements have been completed and accepted by the City Engineer or his designee subject to the two-year warranty period or have been substantially completed as determined by the City Engineer or his designee and financial assurances provided to the City to ensure the completion of the Estrella Parkway Improvements;
8. Owner shall dedicate, at no cost to the City, all rights-of-way and/or easements within 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 for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required public infrastructure improvements Owner is required to construct pursuant to 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. 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 any stipulation in this ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, 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;

9. The Owner is responsible for a proportionate share of the costs for adjacent traffic signals and for additional adjacent traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. Owner shall make an in-lieu payment for the cost of traffic signal adjacent to the Property. The in-lieu payment shall be made prior to the recordation of any final plat that includes any portion of the Property adjacent to the intersection for which an in-lieu payment is required. The in-lieu 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. Owner's traffic signal obligations include, but may not be limited to:
    a. 25% at Lower Buckeye Road and Estrella Parkway;
    b. 50% at Wood Boulevard and Estrella Parkway;
    c. 25% at Elwood Street and Estrella Parkway;
10. In addition to the specific infrastructure identified herein, Owner shall construct all infrastructure improvements required by the City of Goodyear subdivision regulations and Engineering Design Standards and Policy Manual in effect at the time of construction;
11. 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;
12. Owner shall dedicate to the City, at no cost to the City and in a form approved by the City Attorney or his designee, drainage easements located within or outside the boundaries of portion of the Property being platted prior to or concurrent with the recordation of any final plat that will accommodate storm-water run-off generated from the portion of the Property being platted, from historical flows from the portion of the Property being platted, and from roadways within and adjacent to the portion of the Property being platted.
13. Prior to or concurrent with the recordation of any final plat subdividing all or part of the portion of the Property, Owner shall dedicate sanitary sewer (and access) easements in locations approved by the City Engineer, whether inside or outside the boundaries of such final plat, as needed to provide sewer service to the portion of

the Property subject to the final plat. Such easements shall be dedicated to the City, at no cost to the City and in a form approved by the City Attorney or his designee.

14. Prior to or concurrent with the recordation of any Final Plats subdividing all or part of the portion of the Property identified in this preliminary plat as Phase 1A, Owner shall dedicate temporary turnaround easements to the city, in form approved by the City Attorney or his designee, at the following locations:
    a. within lots 37 and 38 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Kendall Street to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A
    b. within lots 46 and 45 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Winslow Avenue to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A
    c. within lots 130 and 131 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Williams Street to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A
    d. within lots 139 and 138 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Miami Street to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A
15. No building permits shall be issued for Lots 37, 38, 45, 46, 130, 131, 138, and 139 until the temporary turn-around easement located within such lots have been terminated.
16. No building permits shall be issued for Lots 37, 38, 574, 575, 45, 46, 83, 84, 130, 131, 91, 92, 139 and 138 until all street improvements need to provide two points of access to such lots have been completed and accepted by the City subject to the two-year warranty period and all utility infrastructure improvements (water and sewer) needed for the City to provide water and sewer service to such lots have been completed and accepted by the City subject to the two-year warranty period.

Because the locations of 157th Lane and 157th Avenue within the Property are not aligned with and are out of sequence with the locations of these roadways within Estrella Vista on the north side of W. Lower Buckeye Road, signing and striping plans submitted with construction plans for W. Lower Buckeye Road shall provide for signage identifying the turn-off from W. Lower Buckeye Road to 157th Avenue into Estrella Vista and for signage identifying the turn-off from W. Lower Buckeye Road to 157th Lane into the Property.

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. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS:

On October 26, 2020 the City Council adopted Ordinance No. 2020-1480 approving the Avion at Ballpark Village Planned Area Development which designated the parcels for single-family residential uses.

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 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 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:

This parcel consists of subdividing approximately 153.65 acres into 575 lots, 49 tracts and 2 parcels. One of the two parcels will contain the central amenity center, the other parcel will be subdivided into additional lots as part of a separate future action.

Existing land uses and zoning surrounding the subject property include the following:

- North - Estrella Vista (residential)
- South – Estrella Crossing Business Park (commercial) (vacant industrial) and Arizona Galvanized (industrial);
- East – Ballpark Village (vacant multi-family residential and commercial), Goodyear Ballpark;
- West – Sarival Village (residential)

Luke Air Force Base and Phoenix Goodyear Airport:

The subject property is not located within the vicinity of a military airport. Given the location

of the subject property, base operations will not be adversely impacted by this proposed residential development.

The subject property is located within the overflight boundary of Phoenix-Goodyear Airport. Phoenix-Goodyear Airport was given the opportunity to comment on the application and recommended approval subject to the applicable stipulations that were approved with the 2008 PAD Ordinance. Those stipulations were carried over to the proposed rezone and are included in the PAD Ordinance. A portion of the area being rezoned is within the 60 DNL (Day-night Noise Level), which does not restrict residential uses.

Fire Department:

Fire station response times are provided 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	3.91	1.95	5.11	2.56		#185	9.92	4.96	11.13	5.56

Police Department:

The subdivision is located within an existing Police patrol beat and the current level of service within the beat can accommodate the development of the property.

Water/Wastewater:

The subject property will be served by the city of Goodyear. Existing public infrastructure is located adjacent to the property, and the property owner and/or developer will be responsible for the costs of making the necessary connections to these existing services.

Streets/Access:

The property is adjacent to Estrella Parkway, Elwood Street and Lower Buckeye Road; all of these are city of Goodyear rights-of-way. Future development will be responsible for improving adjacent roadways to their ultimate condition and constructing other internal public roadways as needed to serve the development.

School Districts:

The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. Both school districts have been notified of the rezoning request.

Staff Findings:

The preliminary plat is consistent with the development standards established within the Avion at Ballpark Village Planned Area Development. The preliminary plat is consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plat by a vote of (7-0) at their regular meeting on March 10, 2021.

ATTACHMENTS:

1. Aerial Photo
2. Preliminary Plat
3. Conceptual Landscape Plan

ITEM #: 17.
DATE: 01/10/2022
AI #:593

CITY COUNCIL ACTION REPORT

SUBJECT: 2022 STATE AND FEDERAL LEGISLATIVE AGENDA

STAFF PRESENTER(S): Ginna Carico, Government Relations Manager

---

SUMMARY

Government Relations staff is seeking Council consideration of the 2022 State and Federal Legislative Agendas.

Recommendation

ADOPT RESOLUTION NO. 2022-2202 ADOPTING A 2022 STATE AND FEDERAL LEGISLATIVE AGENDA AND PROVIDING AUTHORIZATION TO THE CITY MANAGER OR HER DESIGNEE(S) TO TAKE ACTION. (Ginna Carico, Government Relations Manager)

FISCAL IMPACT

The legislative agenda includes aspects to protect existing state and local revenues as well as to explore outside resources such as grants.

BACKGROUND AND PREVIOUS ACTIONS

The Council approved the 2021 Legislative Agenda by resolution on December 7, 2020, which continues to be the guiding document until the approval of an updated legislative agenda.

STAFF ANALYSIS

The Second Regular Session of Arizona's 55th Legislature will convene on Monday, January 10, 2022 while the 117th United States Congress convened in January of 2021 and will conclude January 3, 2023.

At the beginning of each legislative session, the Government Relations staff seeks Council adoption of the legislative agenda, which defines the City's legislative priorities and guides the City's government relation activities.

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

Attachments

2022 Legislative Agenda
2022 State and Federal Agenda
Resolution 2022-2202



2022 State & Federal Legislative Update

Ginna Carico
Government Relations Manager

What To Expect…

I. 2021 Session Overview
II. Goodyear Wins
III. Interim Highlights
IV. Federal & State Agendas
V. 2022 Legislative Issues
VI. Questions

Session Stats & Overview

2020 & 2021

	2020	2021
Bills Introduced	1607	1,774
Bills Signed	90	446
Bills Vetoed	0	28
General Effective Date	8/25/20	9/29/21



2021 Major Themes

55TH LEGISLATURE, 1ST REGULAR SESSION

- COVID-19
- Income Tax Cuts & State Shared Revenue
- SB 1487 Expansion
- Election Integrity

2021 Goodyear Wins

REGIONAL & STATE

- $8M for Camelback Road (*Kerr*)
- Compromise on Prop 400E Plan (*Lord*)
- HB 2400 Goodyear League Resolution (*Osborne*)
- SB 1366 Remediated Water (*Kerr*)



Interim Highlights

THE CALM BEFORE THE STORM



- Supreme Court Rules Against Policy Provisions in Budget
- Wave of Legislative Resignations & Musical Chairs
- Independent Redistricting Commission

State Representation

LEGISLATIVE DISTRICT 4



Senator
Lisa Otondo

Member: Natural Resources, Energy & Water; Transportation; Appropriations



Representative
Brian Fernandez

Member: Land, Ag & Rural Affairs; Transportation



Representative
Joel John

Vice-chair: Land, Ag & Rural Affairs
Member: Education; Criminal Justice Reform

State Representation

LEGISLATIVE DISTRICT 13



Senator
Sine Kerr

Chair: Natural Resources, Energy & Water
Member: Transportation; Appropriations



Representative
Joanne Osborne

Chair: Health & Human Services
Member: Appropriations



Representative
Tim Dunn

Chair: Land, Ag & Rural Affairs
Member: Natural Resources, Energy & Water; Ways & Means

2022 Federal & State Agenda

GUIDING PRINCIPLES

- Maintain Goodyear's High Quality of Life
- Preserve Local Funding
- Support Local Control
- Protect the Mission of Luke Air Force Base
- Promote Economic Development & Prosperity
- Collaborate to Build a Robust Transportation Network
- Protect & Enhance Water Supply
- Goodyear-Phoenix Airport





Legislative Issues

55TH LEGISLATURE, 2ND REGULAR SESSION

- Prop 400E Enabling Legislation
- Zoning, Permitting & Affordable Housing
- Short Term Rentals
- Revenue Surplus & Impacts on Budget

LEAD Involvement

RESIDENT ENGAGEMENT IS KEY

- Goodyear LEAD Day at the Capitol
  - Wednesday, March 30, 2022
- Resident Engagement
- Thoughts? Suggestions?




Questions?

City of Goodyear, Arizona
2022 Federal & State Legislative Agendas

INTRODUCTION

The purpose of this document is to define the City of Goodyear's legislative priorities and core values for the 2022 federal and state legislative sessions. This serves as the leading document to provide direction to Government Relations staff to ensure the City is actively engaging on issues at the U.S. and State Capitols that reflect the priorities and mission of the Goodyear City Council.

CORE VALUES

Maintain Goodyear's High Quality of Life
Protect those attributes that make Goodyear a desirable community for families and businesses alike. These may include: open space; economic prosperity; safe neighborhoods; efficient transportation; public safety; and managed growth.

Preserve Local Funding
Protect existing funding sources that bring revenue to the City of Goodyear, which support the quality of life for its residents. The most common examples of this are the portion of state shared income tax (urban revenue sharing), state transaction privilege tax, vehicle license tax, and Highway User Revenue Fund monies cities receive from the state. Any efforts to reduce, sweep or eliminate any of these shared revenue sources will be opposed.

Oppose Preemption of Local Authority
Support local decision-making authority. The City of Goodyear was created by its residents through incorporation in 1946 - the community entrusts their local elected officials to protect public health, safety and quality of life. Any efforts to weaken or eliminate local control and decision-making authority through preemption or mandates will be opposed.

Protect the Mission of Luke Air Force Base
Sustain the long-term mission and viability of Luke Air Force Base through local and regional community support as well as any state or federal legislation that strengthens local efforts to protect the base. Specific items may include: protecting military airports, limiting encroachment, and expanding future missions.

Promote Economic Development & Prosperity
Maintain and enhance the caliber of economic development opportunities available to the City through supporting new and existing tools for private sector growth and revitalization. Support legislative changes that allow growth to pay for itself in order to attract new and reliable development opportunities.

Collaborate to Build a Robust Transportation Network
Engage regional partners and collaborate to ensure Goodyear's residents have reliable and efficient transportation options in and out of their community. Support legislation to prepare for the possible extension of the voter-approved Proposition 400 sales tax for transportation. Encourage efforts that modernize existing funding sources to ensure viability and maintenance of the transportation network.

Support federal and state funding for statewide, regional and local transportation and infrastructure projects. Work collaboratively with our federal, state, regional, and other local delegations to secure grant funding for the region's important infrastructure needs.

Protect & Enhance Water Supply
Collaborate with the Arizona Municipal Water Users Association to support legislation that encourages practical water efficiency and conservation measures. Protect surface water and uphold the principles of the Groundwater Management Act. Ensure the City of Goodyear is able to supply assured, safe and sustainable water to its residents.

Phoenix-Goodyear Airport
Continue to partner with the City of Phoenix (Arizona) to ensure continued operations of the Phoenix-Goodyear Airport. Monitor and be aware of changes to made by the Federal Aviation Administration.

RESOLUTION NO. 2022-2202

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ADOPTING A 2022 STATE AND FEDERAL LEGISLATIVE AGENDA AND PROVIDING AUTHORIZATION TO THE CITY MANAGER OR HER DESIGNEE(S) TO TAKE ACTION.

WHEREAS, an objective of the City Council is to adopt a legislative program which strengthens local government, promotes City goals and defends the City against legislative actions by State and Federal governments that would weaken local government and/or take away traditional revenue sources; and

WHEREAS, it is vital to the fiscal health and the self determination of the City to effectively communicate with state legislators and federal representatives in order to favorably influence state and federal legislation, regulations and grant requests; and

WHEREAS, the Arizona League of Cities and Towns conducts a legislative analysis and advocacy program on behalf of cities for state issues, which is governed annually by the League resolutions process adopted by cities around the state at the annual conference each fall; and

WHEREAS, the City desires to be proactive and involved in the governmental decision making processes directly affecting the City's legislative priorities identified in the Arizona League of Cities and Towns legislative priorities and other selected issues as may from time to time be recommended by the Arizona League of Cities and Towns; and

WHEREAS, a key component of the City's Legislative Action Program is face to face meetings between City representatives and elected officials at the federal, state and county levels, and coordination with similar efforts made by other regional and local entities such as Maricopa Association of Governments (MAG), Valley Metro, AMWUA, WESTMARC and Luke West Valley Partners;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The 2022 State and Federal Legislative Agenda attached hereto as Exhibit A is adopted.

SECTION 2. The City Manager or her designee(s) are hereby authorized to take all actions necessary to carry out the intent of this Resolution and the 2022 State and Federal Legislative Agendas, attached hereto as Exhibit A and Exhibit B.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

ITEM #: 18.
DATE: 01/10/2022
AI #:642

CITY COUNCIL ACTION REPORT

SUBJECT: MUTUAL AID AGREEMENT BETWEEN AMERICAN MEDICAL RESPONSE AND CITY OF GOODYEAR

STAFF PRESENTER(S): Paul Luizzi, Fire Chief

SUMMARY

Approved the mutual aid agreement between the city of Goodyear and American Medical Response of Maricopa (AMR) to establish contingency ambulance services for Goodyear residents located in south Goodyear commonly known as Mobile and resolve AMR's outstanding dispatch fees.

Recommendation

ADOPT RESOLUTION NO. 2022-2203 APPROVING MUTUAL AID AGREEMENT BETWEEN AMERICAN MEDICAL RESPONSE OF MARICOPA (AMR) AND THE CITY OF GOODYEAR, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS AND TAKE ANY AND ALL ACTIONS NECESSARY FOR THE ADMINISTRATION OF THE AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE (Paul Luizzi, Fire Chief)

FISCAL IMPACT

The agreement requires Goodyear to pay AMR's standby rate as defined in the Arizona Department of Health Services Ground Ambulance CON Rate Schedule Standbys will be billed at 25% of the hourly rate for every 15 minutes of standby time for a minimum of 1 hour per request. The standby rate will be waived if the standby results in a transport. If AMR provides a transport and if the bill for the transport was properly billed to the applicable payor and remains outstanding in excess of 120 days, Goodyear will reimburse AMR per the ADHS rate schedule for the transport, and AMR will assign the claim for payment to Goodyear. Per the Agreement, AMR will not "balance bill" Goodyear or the patient if the transport is reimbursed by Medicare or AHCCCS. For any transport not paid to AMR, the collection rights will be assigned to Goodyear.

Pursuant to the Agreement, AMR will pay $19,491.01 to Goodyear for AMR's outstanding dispatch fees related to AMRs prior city of Goodyear ground ambulance services contract.

BACKGROUND AND PREVIOUS ACTIONS

The city of Goodyear and American Medical Response (AMR) recognize the necessity to cooperate and work together to provide ambulance transport backup aid and contingency assistance, at certain times when either agency requests such backup aid within an area of South Goodyear commonly known as Mobile.

The ambulance contract establishes a formal emergency services transport agreement with an initial term of two years, with three one-year extensions.

STAFF ANALYSIS

The agencies agree to provide ambulance transport back-up aid and contingency services to each other, when available to do so, within the area of South Goodyear commonly known as Mobile.
The Agreement also resolves all outstanding AMR dispatch fees owed to the City related to the prior AMR provider agreement. AMR will pay the city $19,491.01 after the contract becomes effective.

Attachments

Resolution w-Ex. A Mutual Aid Agreement

RESOLUTION NO. 2022-2203

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING MUTUAL AID AGREEMENT BETWEEN AMERICAN MEDICAL RESPONSE OF MARICOPA (AMR) AND THE CITY OF GOODYEAR, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS AND TAKE ANY AND ALL ACTIONS NECESSARY FOR THE ADMINISTRATION OF THE AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Goodyear City Council, in an effort to provide ambulance services to its community in an efficient and effective manner, authorized the City Manager on March 2, 2020, to submit an application for a Certificate of Necessity (CON) to the Arizona Department of Health Services Bureau of Emergency Medical Services (DHS), and

WHEREAS, the city of Goodyear, currently has a pending application before DHS requesting a CON to operate a ground ambulance transport services within the Goodyear city limits; and

WHEREAS, the Goodyear city limits include the area of South Goodyear known as “Mobile”; and

WHEREAS, the city of Goodyear currently has a contract with Maricopa Ambulance, LLC, an authorized ground ambulance services provider, for the purpose of providing primary ground ambulance services within the city of Goodyear city limits which includes the Mobile area; and

WHEREAS, American Medical Response of Maricopa (AMR) is also an authorized ground ambulance services provider and its service area includes the Mobile area; and

WHEREAS, the city of Goodyear desires to have a secondary ambulance services provider for the purpose of providing back-up ambulances services to the Mobile area after Goodyear obtains its authority to operate a ground ambulance transport service from DHS; and

WHEREAS, after Goodyear obtains authority to operate a ground ambulance transport service, Goodyear and AMR will provide back-up ambulance services to each other, when available, within the Mobile area; and

WHEREAS, after Goodyear obtains authority to operate a ground ambulance transport service, either Goodyear or its contracted provider, Maricopa Ambulance, LLC, will provide primary ground ambulance transport service to the Mobile area; and

WHEREAS, after Goodyear obtains authority to operate a ground ambulance transport service, AMR will provide secondary ground ambulance transport services to the Mobile area; and

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona find it is in best interest of the citizens of Goodyear to enter in this mutual aid agreement with AMR for back-up ambulance services for the Mobile area.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. Approve the Ambulance Transportation Back-Up Agreement with American Medical Response of Maricopa and the City of Goodyear attached as Exhibit "A."

SECTION 2. Authorize and direct the City Manager or her designee to sign and execute the Mutual Aid Agreement and to take all actions necessary to carry out the intent of this Resolution and the Agreement.

SECTION 3. This Resolution shall become effective upon its adoption by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT ‘A’

AMBULANCE TRANSPORTATION BACK-UP AGREEMENT BETWEEN
AMERICAN MEDICAL RESPONSE AND THE CITY OF GOODYEAR

AMBULANCE TRANSPORTATION BACK-UP AGREEMENT
BETWEEN AMERICAN MEDICAL RESPONSE OF MARICOPA and THE CITY OF GOODYEAR

This Mutual Aid Agreement ("Agreement") is made and entered into on _____ ("Effective Date"), between the CITY OF GOODYEAR, an Arizona municipal corporation, acting by and through the GOODYEAR FIRE DEPARTMENT (“Goodyear) and AMERICAN MEDICAL RESPONSE OF MARICOPA (“AMR”). Both herein referred to as "Agencies" or "Agency" for the purpose of this Agreement.

WHEREAS, Goodyear and AMR (through its subsidiaries) recognize the necessity to cooperate and work together to provide for ambulance transport back-up aid and contingency assistance, at certain times, when either agency requests such back-up aid or assistance within an area of South Goodyear commonly known as Mobile.

WHEREAS, Goodyear has a contract with Maricopa Ambulance, LLC, which holds Certificate of Necessity (“CON”) 147, to provide primary ground ambulance response and transports to Goodyear, including the area of South Goodyear commonly known as Mobile.

WHEREAS, Goodyear has filed an application requesting that the Director of the Arizona Department of Health Service issue Goodyear an Initial CON to operate a ground ambulance transport services in Goodyear, including the area of South Goodyear commonly known as Mobile.

WHEREAS, AMR subsidiaries American Medical Response of Maricopa, LLC and Professional Medical Transport, Inc. hold CONs 136 and 71 respectively, the service areas of which overlap with Goodyear’s proposed service area, including the area of South Goodyear commonly known as Mobile.

NOW, THEREFORE, IT IS AGREED BY THE AGENCIES WHO HAVE DULY EXECUTED THIS AGREEMENT AS FOLLOWS:

SECTION 1. Ambulance Transportation Back-Up Aid and Contingency Agreement

The Agencies mutually agree to provide ambulance transport back-up aid and contingency service to each other, when available to do so, within the area of South Goodyear commonly known as Mobile. The Agencies agree that Mobile is defined by the following boundaries: Komatke Road is the north boundary, 67th Avenue is the east boundary, Schumacher Lane is the south boundary, and 115th Avenue is the west boundary. The Agencies hereby further agree that upon obtaining a CON, Goodyear or its contracted provider, Maricopa Ambulance, LLC, will provide primary first Advanced Life Support (ALS) and Basic Life Support (BLS) ground ambulance transport service to the area of Mobile, and that AMR response and transport will be secondary to Goodyear and Maricopa Ambulance for the area of Mobile.

SECTION 2. Term of Agreement

This Agreement shall be in full force and effect upon execution by both Agencies hereto. This Agreement shall be for a two-year period with three separate one-year extensions which will cause the Agreement to automatically renew on the annual effective date, unless the Agreement is cancelled by either Agency after the initial two-year term. Cancellation shall be effective upon either Agency providing thirty (30) days advance written notice of its intent to cancel the Agreement to the other Agency. The Agreement may only be amended through a writing signed by both Agencies.

SECTION 3. Authority to Respond to Provide Assistance

The authority to make requests for assistance or to provide aid under this Agreement shall reside with the requesting Agencies communications center, command personnel or the command personnel's designee.

SECTION 4. Requesting Assistance

Either Agency may request assistance from the other Agency when they have concluded that such assistance is essential to protect life, or when either Agency is unable to provide adequate service levels to meet response requirements, including during periods of unusual system overload, simultaneous emergencies, and/or major emergencies. It is agreed that the Agencies shall not be responsible for any response time compliance or penalties under this Agreement.

SECTION 5. Responses to Request

The ambulance transport back-up aid responding Agency, upon request and subject to the availability of personnel and equipment resources, shall dispatch EMS personnel and equipment to aid the requesting Agency for service to the area of Mobile.

SECTION 6. Physical Station Address

Goodyear (either itself or through Maricopa Ambulance, LLC) and AMR will each maintain a central office. Each Agency may operate one or more sub-stations from which mutual aid resources may be deployed.

SECTION 7. Personnel and Equipment Provided

The requesting Agency shall include in its request for assistance the amount and type of personnel and equipment and shall specify the location where the personnel and equipment shall be dispatched. The final decision on the amount and type of personnel and equipment to be sent shall be solely that of the responding Agency. The responding Agency shall be immune from any liability in connection with all acts associated herewith, provided that the acts are commercially reasonable and don't constitute gross negligence or willful misconduct. Neither Agency shall make any claim whatsoever against the other Agency for refusal to send the requested personnel or equipment where such refusal is based on the reasonable judgment of the responding Agency that such personnel and equipment are either not available or are needed to provide service in the responding Agency's CON service area.

SECTION 8. Command and Control at the Emergency Scene

Both Agencies have established Incident Command System (ICS) and Standard Operating Procedures (SOPs) and will implement them on all incidents involving back-up aid or contingency responses. The responding Agency's personnel and equipment shall report to the Incident Commander. In the event no Incident Commander is on-scene, the responding Agency shall assume that command and follow their established SOPs. Both agencies will determine the appropriate back-up aid radio frequency at the time of the request. The responding Agency's personnel and equipment shall be released by the requesting Agency when the services of the responding Agency are no longer required or when the responding Agency's resources are needed in their primary CON response area, whichever occurs first. Responding Agency's personnel and equipment shall give notice to the Incident Commander, or other appropriate individual, prior to, or as soon as practical after, departing from the emergency scene. The purpose of this section is to maintain order at the emergency scene.

SECTION 9. Protocols

Each Agency shall operate under the authority of their approved base hospital protocols when administering medical care to patients. At no time shall either Agency be expected to operate contrary to standing orders or protocols of its physician advisor, company/City policies, operating licenses, or federal or state regulations.

SECTION 10. Record keeping

Each Agency shall maintain individual patient care reports and dispatch records. Each Agency shall be responsible for its own privacy and security compliance under the Health Insurance Portability and Accountability Act (HIPAA).

SECTION 11. No Reimbursement for Costs

Neither Agency shall be required to reimburse the other Agency for the cost of providing the services set forth in this Agreement for ambulance transport back-up aid services. Each Agency shall pay its own costs (i.e. salaries, repairs. materials, compensation, etc.) for responding to requests for ambulance transport back-up aid or contingency response. AMR will not be responsible for dispatch fees for back-up or mutual aid responses to Mobile under this Agreement. Such dispatch fees are the responsibility of Goodyear or its contracted provider, Maricopa Ambulance, LLC. AMR will be responsible for the payment of dispatch fees for calls within Goodyear (excluding Mobile) which result in an AMR transport.

SECTION 12. Payment of Disputed Dispatch Fees

Within seventy-two hours of receipt of a fully executed Agreement, AMR will pay $19,491.01 to Goodyear to resolve any and all disputes between the Agencies relating to the Goodyear's claim of unpaid dispatch fees, which is the subject of Goodyear's November 19, 2021 demand to AMR. The Agencies hereby release any and all claims relating to the disputed dispatch fees which were the subject of the November 19, 2021 demand.

SECTION 13. Fees for Ambulance Service

Agencies providing ambulance transport or other normally billed services will be entitled to their standard fees for service and are responsible for their own insurance filing, billing and collection activity. In addition, Goodyear will be required to pay AMR's standby rate as defined under the Arizona Department of Health Services Ground Ambulance CON Rate Schedule for the responding AMR provider. Standbys will be billed at 25% of the hourly rate for every 15 minutes of standby time for a minimum of 1 hour per request. The standby rate will be waived if the standby results in a transport. Should AMR provide a transport and the bill for the transport was properly billed to the applicable payor and remains outstanding in excess of 120 days, Goodyear will reimburse AMR per the ADHS rate schedule for the transport, and AMR will assign the claim for payment to Goodyear. AMR will not "balance bill" Goodyear or the patient if the transport is reimbursed by Medicare or AHCCCS. For any transport not paid to AMR, the collection rights will be assigned to Goodyear.

SECTION 14. Liability

Each responding Agency hereby waives all claims against each requesting Agency for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement. The responding Agency assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel, when responding or performing under this Agreement.

SECTION 15. Insurance

Each Agency shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles,

and property, including but not limited to liability insurance, workers' compensation (if applicable), unemployment insurance, automobile liability, and property damage.

Section 16. Conflict of Interest

The City of Goodyear reserves the right to cancel this Agreement for possible conflicts of interest pursuant to A.R.S. § 38-511, as amended.

Section 17. Legal Arizona Workers Act

The Agencies are required to comply with A.R.S. § 41-4401, and hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. § 41-4401, and with the E-Verification requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). Agencies further agree to ensure that each subcontractor that performs any work on behalf of Agencies under this Agreement likewise complies with the State and Federal Immigration Laws. A breach by Agencies of a warranty regarding compliance with the State and Federal Immigration Laws shall be deemed a material breach of the Agreement and Agencies may be subject to penalties up to and including termination of this Agreement. The City of Goodyear retains the legal right to inspect the documents of any Agency or its subcontractors working under the terms of this Agreement to ensure that the Agency is complying with the warranties regarding compliance with State and Federal Immigration Laws.

IN WITNESS THEREOF, the following have duly executed this Agreement:

CITY OF GOODYEAR

_____

Julie Karins, City Manager

_____

DATE

APPROVED AS TO FORM:

_____

Roric Massey, City Attorney

ATTEST:

_____

Darcie McCracken, City Clerk

AMERICAN MEDICAL RESPONSE OF MARICOPA

SIGNATURE

PRINT NAME

TITLE

DATE

ITEM #: 19.
DATE: 01/10/2022
AI #:562

CITY COUNCIL ACTION REPORT

SUBJECT: ANNUAL COMPREHENSIVE FINANCIAL REPORT PRESENTATION 2020-2021

STAFF PRESENTER(S): Jared Askelson, Deputy Finance Director

OTHER PRESENTER(S):
None

SUMMARY

Receive the 2020-2021 Annual Comprehensive Financial Report (ACFR) completed by HintonBurdick, PLLC for the City of Goodyear.

Recommendation

Receive the 2020-2021 Annual Comprehensive Financial Report (ACFR). (Jared Askelson, Deputy Finance Director)

FISCAL IMPACT

There is no fiscal impact to the city for receiving the report.

BACKGROUND AND PREVIOUS ACTIONS

HintonBurdick, PLLC has been hired to perform audit services for the 2020-2021 fiscal year. The purpose of the audit is to provide an independent, professional opinion as to whether the city of Goodyear has fairly presented the basic financial statements, as well as supplementary information, in accordance with U.S. generally accepted accounting principles.

Arizona state law requires all cities to file their financial statements and audited annual expenditure limitation reports annually with the Auditor General. In addition to meeting state law, the audit also helps to ensure the city's quality controls, fiscal management, and adherence to accounting standards.

The auditors have issued an unmodified "clean" opinion on the city's financial statements and have identified areas for improvement, which will help staff to prepare for future audits.

A copy of the ACFR is on file with the City Clerk's Office and an electronic copy has been provided to the Council and posted on the city's website.

The city of Goodyear Audit Subcommittee currently consists of Councilmember Lauritano,

Mayor Pizzillo, and Councilmember Hampton. Those present at the Audit Subcommittee meeting held on December 6, 2021 reviewed these reports and other comments from the auditors.

STAFF ANALYSIS

The Audit Committee and Finance staff have reviewed the annual audit report and found that they are in compliance with state law and city policies. They are in support of the proposed action.

Attachments

Annual Comprehensive Financial Report for the Year Ended June 30, 2021

FY2021 Single Audit Act Report

Presentation

Annual Comprehensive Financial Report







FOR THE FISCAL YEAR ENDED JUNE 30, 2021

City of Goodyear, Arizona
Finance Department

CITY OF Goodyear

CITY OF GOODYEAR
ANNUAL COMPREHENSIVE FINANCIAL REPORT
For the Year Ended June 30, 2021

Table of Contents

I. INTRODUCTORY SECTION — Page

Letter of Transmittal 1
GFOA Certificate of Achievement 7
City of Goodyear Officials 8
Organizational Chart 9

II. FINANCIAL SECTION

Independent Auditor's Report 11

A. Management's Discussion & Analysis 15

B. Basic Financial Statements 27

Government-wide Financial Statements

Statement of Net Position 35
Statement of Activities 36

Fund Financial Statements

Governmental Fund Financial Statements

Balance Sheet 40
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position 43
Statement of Revenues, Expenditures and Changes in Fund Balances 44
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities 47

Proprietary Fund Financial Statements

Statement of Net Position 48
Statement of Revenues, Expenses and Changes in Fund Net Position 49
Statement of Cash Flows 50

Fiduciary Fund Financial Statements

Statement of Fiduciary Net Position 51
Statement of Changes in Fiduciary Net Position 52

Notes to the Financial Statements Page

1. Summary of Significant Accounting Policies 55
2. Cash and Investments 64
3. Receivables 67
4. Capital Assets 68
5. Loan Payable 69
6. General Obligation Bonds Payable 69
7. Revenue Bonds Payable 70
8. Community Facilities Districts Bonds Payable 73
9. Changes in Long-term Liabilities 74
10. Interfund Receivables, Payables, and Transfers 75
11. Contingent Liabilities 75
12. Risk Management 76
13. Pensions and Other Postemployment Benefits 77
14. Excess of Expenditures Over Appropriations 89
15. Fund Balance Classifications 89
16. Deficit Fund Balances 90
17. Commitments 91
18. Tax Abatement Agreements 91

C. Required Supplementary Information

Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget to Actual General Fund 94
Notes to Budget and Actual Schedules 96
Schedule of the Proportionate Share of the Net Pension Liability 98
Schedule of the Proportionate Share of the Net OPEB Liability 100
Schedule of Changes in the Net Pension Liability and Related Ratios 102
Schedule of Changes in the Net OPEB Liability and Related Ratios 106
Schedule of Pension/OPEB Contributions 108
Notes to the Pension/OPEB Plan Schedules 112

D. Other Supplementary Information

Budgetary Comparison Schedules – Major Governmental Funds

Non-Utility Development Impact Fees – Capital Projects 115
GO Bonds – Capital Projects 116
McDowell Road Commercial Corridor ID – Debt Service 117
Community Facilities Districts – Debt Service 118

Non-Major Governmental Funds – Financial Statements

Combining Balance Sheet 120
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances 122

Budgetary Comparison Schedules – Non-Major Governmental Funds Page

Highway User Revenue 124
Community Facilities Districts- General 125
Office of Tourism Prop 302 126
Grants 127
Ball Park 128
Debt Service 129

Budgetary Comparison Schedules – Other Governmental Funds

Park and Ride Marquee 132
Court Enhancement 133
Fill-The-Gap 134
JCEF 135
Impound 136
AZ Smart and Safe 137
Officer Safety Equipment 138

Budgetary Comparison Schedules – Enterprise Funds

Water & Wastewater Enterprise Fund 139
Sanitation Enterprise Fund 140

III. STATISTICAL SECTION Table Page

Net Position by Component 1 142
Changes in Net Position 2 144
Governmental Activities Tax Revenues by Source 3 151
Excise Tax Collections 4 152
Sales & Use Taxes 5 154
Fund Balances of Governmental Funds 6 156
Changes in Fund Balances of Governmental Funds 7 158
Property Tax Rates 8 162
Principal Property Taxpayers 9 167
Assessed Value and Estimated Actual Value of Taxable Property 10 168
Property Tax Levies and Collections 11 170
Utility Statistical Data Ten Largest Water Users 12 171
Utility Statistical Data Ten Largest Wastewater Users 13 173
Schedule of Existing and Adopted Monthly Water & Wastewater Service Charges 14 174
Ratios of Outstanding Debt by Type 15 176
Ratios of General Bonded Debt Outstanding 16 178
Direct and Overlapping Governmental Activities Debt 17 179
Legal Debt Margin Information 18 180
Pledged Revenue Coverage 19 182

	Table	Page
Demographic and Economic Statistics	20	183
Principal Employers	21	184
Full-Time Equivalent City Government Employees by Function	22	185
Operating Indicators by Function	23	186
Capital Asset Statistics by Function	24	190

IV. FEDERAL AND STATE REPORTS

Independent Auditors Report on Internal Control over Financial Reporting and on Compliance and Other Matters		193
Report on Compliance with State Laws and Regulations		195

INTRODUCTORY SECTION

The Introductory Section includes the City's Transmittal Letter, the Certificate of Achievement for Excellence in Financial Reporting, List of Principal Officials, and the City's Organizational Chart.


CITY OF
Goodyear

City of Goodyear
Finance Department

December 3, 2021

Honorable Mayor, City Council, City Manager, and Citizens of the City of Goodyear, Arizona:

State law requires that a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards (GAAS) by a firm of licensed certified public accountants be published annually by cities after the close of each fiscal year. Pursuant to that requirement, we hereby issue the Annual Comprehensive Financial Report (ACFR) to the City of Goodyear, Arizona (City) for the fiscal year ended June 30, 2021.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free from any material misstatements.

This document represents management's report to its governing body, constituents, legislative and oversight bodies, investors, and creditors. Copies of this report will be made available to elected officials, management personnel, bond rating agencies, Municipal Securities Rulemaking Board's Electronic Municipal Market Access system (EMMA), and other agencies which have expressed interest in the city's financial matters. Copies of this financial report will be placed on the city's website for use by the general public.

The accounting firm of HintonBurdick, PLLC, Certified Public Accountants, an independent public accounting firm, performed the city's annual financial statement audit. The auditors have issued an unmodified ("clean") opinion of the City of Goodyear's financial statements for the fiscal year ended June 30, 2021. The independent auditor's report is located at the front of the financial section of this report.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report on pages 15-29 and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

CITY OF GOODYEAR PROFILE

The City of Goodyear, incorporated in 1946 and chartered in 1988, started as a small town cultivating cotton for the production of rubber tires during World War I. Located approximately 17 miles west of the downtown Phoenix business district, Goodyear has sustained continued growth and currently encompasses approximately 191 square miles in the western portion of Maricopa County. The city's growth is attributable to excellent transportation corridors, convenient access to the central valley, a variety of housing options, a sense of community and outstanding school districts. According to the 2020

190 N Litchfield Road
Goodyear, AZ 85338
P 623-882-7895 **F** 623-937-3003
goodyearaz.gov

census, the population of the city is 95,294. As of July 1, 2021, the Maricopa Association of Governments (MAG) estimates the population at 101,614.

Goodyear has a Council/Manager form of government consisting of the Mayor and six council members. The Mayor and council members are elected at-large to staggered four-year terms. The City Council is vested with policy and legislative authority and is responsible for passing ordinances, adopting the budget, appointing committee, commission, and board members, and appointing the positions of City Manager, City Attorney, and City Judge. The City Manager is responsible for carrying out the policies and ordinances of the City Council, as well as overseeing the day-to-day operations of the city.

In fiscal year 2021 a staff of 706.2 full-time equivalent authorized employees working within 15 different departments performed the various functions of Goodyear's city government. The city provides a full range of municipal services, including police, fire, residential sanitation, water, wastewater, streets, recreational programs, parks, cultural events, public transportation, planning and zoning, and general administrative services. Goodyear offers a wide range of community facilities including the Goodyear Ballpark, library, community center, swimming pool, and 18 parks encompassing 206 acres. In addition, Goodyear continues to attract major employers with its location along Interstate 10 and State Route 303, availability of land, access to the entire region, and available commercial space.

FINANCIAL CONTROLS

Internal Controls

The management of the City of Goodyear is responsible for establishing and maintaining a system of internal controls. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding: 1) the safeguarding of assets against loss from unauthorized use or disposition, and 2) the reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes: 1) the cost of a control should not exceed the benefits likely to be derived, and 2) the valuation of costs and benefits requires estimates and judgments by management.

The system of internal control is subject to periodic evaluation by management and is also considered by the independent auditors in connection with the annual audit of the city's financial statements. All internal control evaluations occur within the above framework. The city's internal accounting controls are considered to adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

Budgetary Controls

The City of Goodyear, like all cities in the State of Arizona, is subject to numerous budget and related legal requirements. Article IX, Section 20 (1) of the Arizona Constitution sets limits on the city's legal budget capacity. At a general election held on March 11, 2003, citizens of Goodyear approved a permanent adjustment of the 1979 expenditure base for population and inflation growth. The city may utilize the additional expenditure authority for any local budgetary purposes. The permanent adjustment eliminated the need for voter approval of Home Rule every four years.

The city maintains budgetary controls to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the Mayor and Council. Activities of the general fund, special revenue funds, debt service funds, capital projects funds, enterprise funds, and internal service fund are included in the annual appropriated budget. The legal level of budgetary control (i.e., the level at which expenditures cannot legally exceed the appropriated amount) is the total budget, as adopted by the City Council. All funds of the City have legally adopted budgets. The initial budget for the fiscal year may be amended during the year in a legally permissible manner. The City adopts the budget by major program area for the General Fund and by fund for all others. The City Council has adopted a specific budget transfer policy which delegates the authority to perform many transfers to the City Manager or appropriate designee. The City Manager is generally authorized to transfer budgeted amounts within any specific department's expenditure appropriation as well as transfers which are considered administrative in nature. Generally, budget revisions requiring a transfer between major program areas in the General Fund, from City reserves/contingencies or a transfer between funds must be approved by the City Council. In addition to maintaining budgetary control via a formal appropriation, the city maintains an encumbrance accounting system. Encumbrances are made against appropriations upon the issuance of a purchase order. Encumbered appropriations lapse at fiscal year-end and are re-encumbered as needed in the next fiscal year.

LOCAL ECONOMIC CONDITION AND OUTLOOK

Construction activity within the City continues to result in significant growth in local revenue sources. During fiscal year 2021, a total of 2,062 single-family residential permits were issued an increase of 572 permits, or 38%, from the prior fiscal year. In addition to residential growth, Goodyear continues to expand its non-residential base with new commercial construction permits. This activity has led to increased property tax valuation and an increased sales tax base. The resulting population expansion also increases the percentage of state shared revenues received by the City.

During fiscal year 2021, no coronavirus related mandates were in place that would directly affect the City's revenues. While some revenue categories exhibit potential changes in consumer habits, the overall revenue picture is trending upward with the growth of the City. The City continues to budget conservatively, with an emphasis on using one-time revenues for one-time expenses. The City also monitors the local, regional, and national economies, most notably the construction labor and materials markets, in order to be ready to adapt to any changes, while still positioning ourselves for future growth.

Sales Tax

Goodyear, like all Arizona cities, places significant reliance on city sales tax revenues. Fueled by local growth, sales tax revenues continue to increase year over year. Sales tax revenues for fiscal year 2021 increased by 20.9% over fiscal year 2020 levels. With the exception of construction, all major categories of local sales tax exceed both last fiscal year and pre-coronavirus levels. After doubling in the prior fiscal year, the construction category held constant for fiscal year 2021. This is perhaps indicative of the shortages in labor and materials. Though construction activity has not slowed down in the City, the category has been conservatively budgeted to decrease in fiscal year 2022.

State Shared Revenues

The city receives revenue allocations from the State. These state shared revenues include allocations of the state income tax, sales tax, fuel tax, and motor vehicle license taxes. A significant portion of this revenue is placed in the city's general fund where it is used to support day-to-day activities. The city's state shared revenues represented 15.9% of the general fund revenue for fiscal year 2021. Similar to local sales tax collections, the coronavirus pandemic had varied impacts on state shared revenues which in total did not negatively impact total distributions to the City.

Property Tax

In fiscal year 2021, the city's combined (primary and secondary) property tax rate increased slightly from $1.7332 to $1.7335 per $100 of assessed valuation. Property tax collections, however, increased by more than $2.1 million due to an increase in the overall valuation fueled by construction throughout the City. The near static rate and increasing property valuations ensures the city's ability to service outstanding debt and maintain basic infrastructure.

For the fiscal year 2022 budget, the Mayor and Council have adopted a total combined property tax rate of $1.7350 per $100 of assessed valuation, which is nearly the same as fiscal year 2020. In accordance with its budget policies, the City is below the targeted combined property tax rate of $1.74 per $100 of assessed valuation or less.

LONG-TERM FINANCIAL PLANNING

On an annual basis, the City Council reviews progress and determines priorities for the City's long-term strategic plan. Any new funding requests are evaluated in the context of their relationship to the strategic focus areas. The City of Goodyear's mission is as follows:

> *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.*

Four focus priorities are identified within the Strategic Action Plan:

1. Fiscal and Resource Management: 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.

2. Economic Vitality: 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.

3. Sense of Community: 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.

4. Quality of Life: 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.

The Strategic Action Plan establishes a road map of key strategic initiatives that best advance the vision for the city and is aligned with other planning documents used by the city, including departmental plans (which include specific strategic plans, master plans, and operational plans) which guide department priorities and individual employee performance evaluation goals. For each of these four focus priorities, long-range goals have been identified and assigned to various departments for follow-up. These priorities are also a key fundamental factor in the development of the city's annual budget. Within each of the four focus areas, Goodyear City Council has adopted Guiding Principles to inform the way city business is carried out across the entire organization.

MAJOR INITIATIVES

Goodyear is an award-winning community that provides a high quality of life with its master-planned communities, excellent schools, health care, trail systems and entertainment options, including major league sports venues.

- Goodyear was ranked by the U.S. Census Bureau as being among the ninth fastest growing cities in the country.
- The 2021 Citizen Satisfaction Survey revealed that 93% of residents surveyed rated Goodyear as an excellent-good place to live and 4 in 5 residents would recommend and remain in Goodyear.
- Money magazine and 24/7 Wall St. both rated Goodyear one of the "Best Places to Live."
- Movoto ranked Goodyear in its top 10 for "Best Places Near Phoenix for Young Professionals" and "Best Phoenix Suburb for Young Couples."
- A NerdWallet study ranked Goodyear as one of the best cities in the nation for veterans, based on the level of economic opportunity for veterans.

During fiscal year 2021, the city nearly finalized the construction of the Goodyear Recreation Campus that includes a 30-acre park, recreation center, and an aquatics facility which opened on July 3, 2021. Additionally, work began on the Goodyear Civic Square at Estrella Falls project. This public/private partnership includes 100,000 square feet of Class A office space in addition to a library, city hall, and public park. The project is scheduled for completion in June 2022. Other projects of significance funded in FY2021 include improvements to the Goodyear Water Reclamation Facility, a new surface water treatment facility, two fire stations, and several streets projects.

AWARDS AND ACKNOWLEDGEMENTS

Certificates of Achievement

Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Goodyear, Arizona, for its comprehensive annual financial report for the fiscal year ended June 30, 2020. The City has achieved this prestigious award every year since 2007. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for one year only. We believe our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to GFOA to determine its eligibility for another certificate.

In addition, the city also received the GFOA's Distinguished Budget Presentation Award, the highest form of recognition in governmental budgeting, for its annual budget document for the fiscal year beginning July 1, 2020. The City has received this award every year since 1994.

Acknowledgement

The preparation of this Comprehensive Annual Financial Report could not have been accomplished without the dedicated commitment of every member of the Finance Department. We also wish to thank the Mayor and members of the City Council, the city's Audit Committee, and the City Manager's Office for their continued support in planning and conducting the financial affairs of the city in a responsible and progressive manner.

Sincerely,



Doug Sandstrom
Finance Director

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Goodyear
Arizona

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2020

Christopher P. Morrill

Executive Director/CEO

LIST OF PRINCIPAL OFFICIALS

MAYOR

Georgia Lord

VICE MAYOR

Brannon Hampton

COUNCIL MEMBERS

Joe Pizzillo

Sheri Lauritano

Wally Campbell

Brannon Hampton

Laura Kaino

SENIOR MANAGEMENT STAFF

Julie Arendall
City Manager

Roric Massey
City Attorney

Wynette Reed
Deputy City Manager

Lyman Locket
Human Resources Director

Doug Sandstrom
Finance Director

Christopher Baker
Development Services Director

Sumeet Mohan
Engineering Director

Lori Gary
Economic Development Director

Tammy Vo
Communications Director

Mayra Galindo
Presiding Judge

Dan Cotterman
Deputy City Manager

Darcie McCracken
City Clerk

Paul Luizzi
Fire Chief

Santiago Rodriguez
Police Chief

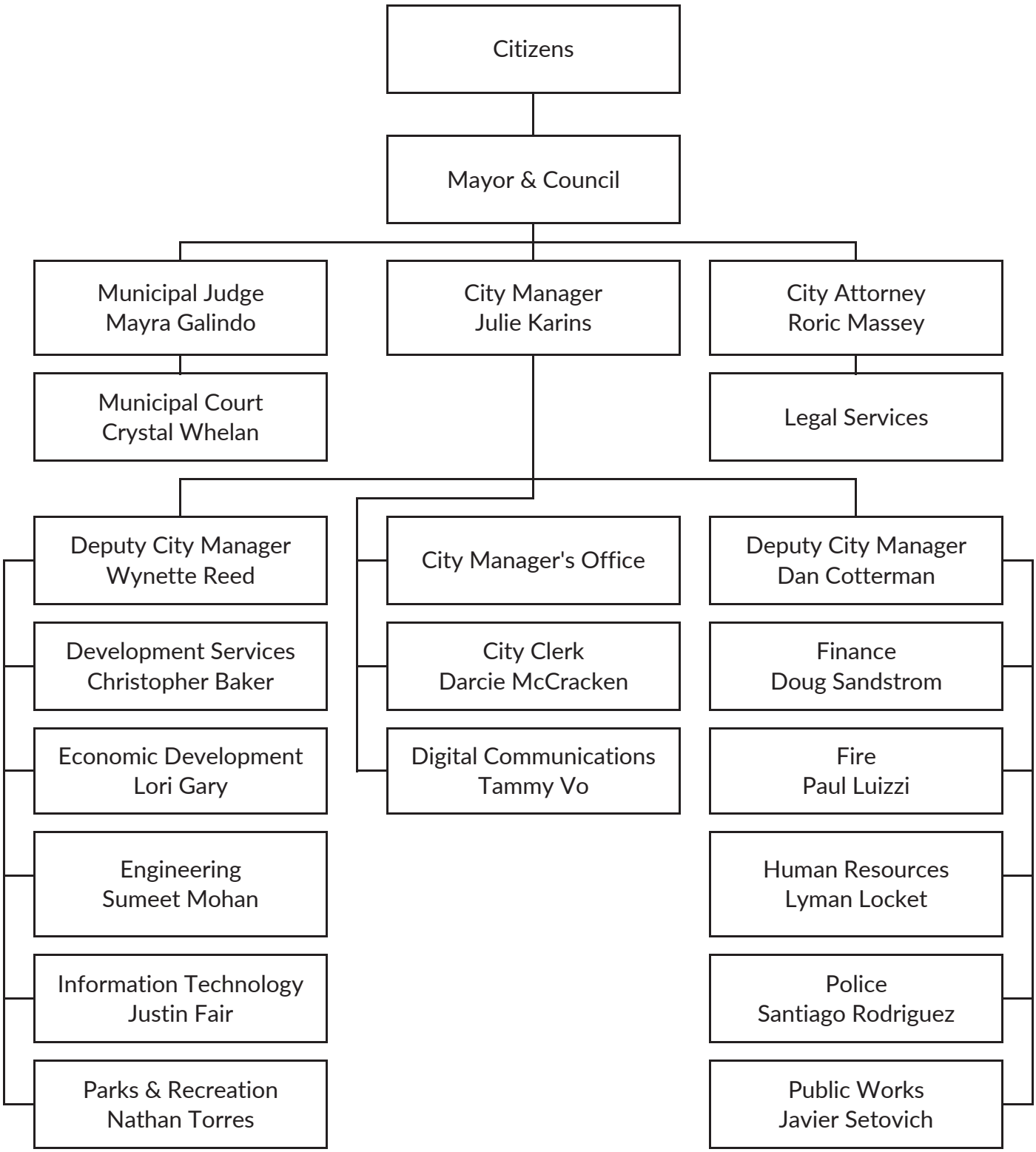
Justin Fair
Information Technology Director

Nathan Torres
Park & Recreation Director

Javier Setovich
Public Works Director

Organizational Chart
Departments [15]

Effective: April 13, 2021




CITY OF
Goodyear

FINANCIAL SECTION

The Financial Section includes the Independent Auditor's Report, Management's Discussion and Analysis, the Audited Financial Statements, Notes to the Audited Financial Statements, Required Supplementary Information, and Other Supplementary Information.


CITY OF
Goodyear

HINTONBURDICK
CPAs & ADVISORS

Independent Auditors' Report

The Honorable Mayor and
Members of City Council
City of Goodyear, Arizona

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Goodyear, Arizona, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Mangement is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implemenation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material mistatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

HintonBurdick.com | 888-566-1277

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Goodyear, Arizona, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and the pension and OPEB schedules as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Goodyear, Arizona's basic financial statements. The introductory section, combining and individual fund financial statements and schedules, and the statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion the combining and individual fund financial statements and schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 3, 2021, on our consideration of the City of Goodyear, Arizona's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Goodyear, Arizona's internal control over financial reporting and compliance.

HintonBurdick, PLLC
Gilbert, Arizona
December 3, 2021

This page intentionally left blank

MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended June 30, 2021

Management is pleased to provide readers of the City of Goodyear, Arizona (City) financial statements this overview and analysis for the fiscal year ended June 30, 2021. This narrative is designed to (1) assist the reader in focusing on significant financial issues, (2) provide an overview of the City's financial activity, (3) identify changes in the City's financial position, (4) identify any material deviations from the financial plan (the approved annual budget), and (5) identify individual fund issues or concerns.

The management's discussion and analysis (MD&A) provides a unique focus and serves a different purpose than the letter of transmittal. However, the MD&A is designed to be read in conjunction with the letter of transmittal, the financial statements and the accompanying notes to the financial statements.

FINANCIAL HIGHLIGHTS

- The City's government-wide assets and deferred outflows exceeded its liabilities and deferred inflows by $1.011 B (*net position*) at the close of fiscal year 2021. Of this amount, $126M represents unrestricted net position, which may be used to meet the City's ongoing obligations to citizens and creditors.

- The $122 million increase in net position of the City is driven by an increase in construction in progress projects, including the Surface Water Treatment Plant, Well #26, as well as, increases in buildings, vehicles, furniture and equipment.

- As of the close of fiscal year 2021, the City's governmental funds reported combined ending fund balances of $253 million, an increase of $26.1 million (11 percent) in comparison with the prior year fund balance of $227 million.

- At June 30, 2021, total unassigned fund balance for the governmental funds is $29.1 million, an increase of $11.6 million from the prior fiscal year.

OVERVIEW OF FINANCIAL STATEMENTS

This overview provides an introduction to the City's basic financial statements. The basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private sector business. All of the activities of the City, except those of a fiduciary nature, are included in these statements. The activities of the City are shown in two columns on these

statements – governmental activities and business-type activities. A total column, combining the two activities is also provided.

The ***Statement of Net Position*** presents information on all of the City's assets, deferred outflow of resources, liabilities, and deferred inflow of resources, with the net of all categories being reported as the City's *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The ***Statement of Activities*** presents information demonstrating how the City's net position changed during the most recent fiscal year as compared with the previous fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused compensated absences). The net revenue (expenses) show the financial burden that was placed on the City's taxpayers by each of these functions. Providing this information allows our citizens to consider the cost of each function in comparison to the benefits that are provided by that function.

- ***Governmental activities*** – Most of the City's basic services are included here, such as general government (administration), public safety (police, fire and court), highways and streets, public works, culture and recreation, and development services. These activities are generally supported by taxes and general revenues.

- ***Business-type activities*** – The services provided by the City included here are water, wastewater, and sanitation services. These activities are primarily supported through user charges or fees.

The government-wide financial statements include not only the City itself (known as the primary government), but also the operations of 10 Community Facilities Districts. Although legally separate from the City, these component units are blended with the primary government because of their governance and financial relationship to the City. Separate financial statements may be obtained from the City of Goodyear's website www.goodyearaz.gov/cfd.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

***Governmental Funds*.** Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows of spendable resources*, as well as on *balances of*

spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements.

Since the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains ten (10) individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Non-Utility Development Impact Fees – Capital Projects, GO Bond – Capital Projects, McDowell Road Commercial Corridor Improvement District – Debt Service, and Community Facilities Districts – Debt Service, all of which are considered to be major funds. Data from the other five (5) governmental funds are combined into a single, aggregated Non-major Funds column for presentation. Individual fund data for each of these non-major governmental funds is provided as Supplementary Information, in the form of combining statements and schedules.

Proprietary Funds. The City maintains three (3) proprietary funds. Proprietary funds (enterprise and internal service) utilize full accrual accounting, the same method used by private sector business. The City uses separate enterprise funds to account for its water, wastewater, and sanitation services. These funds are considered to be major funds of the City. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The City has one internal service fund, the Self-Insurance Trust. The Self-Insurance Trust Fund reports activities related to self-insurance for employee health benefits. The internal service fund activities are reported as governmental activities on the government-wide statements.

Fiduciary Funds. The City maintains five (5) fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The accounting method used for fiduciary funds is similar to the accounting method used for proprietary funds.

Notes to the Financial Statements. The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City's

budget to actual comparison and progress in funding its obligation to provide pension and OPEB benefits to its employees.

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the Supplementary Information – Budgetary Comparison Schedules – Major Governmental Funds.

Budget to actual comparison schedules for the enterprise funds are presented in the Budgetary Comparison Schedules – Other Funds section.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following tables, graphs and analysis discuss the financial position and changes to the financial position of the City, as a whole, as of the year ended June 30, 2021 with comparative information for the previous year.

Net Position

The following table was derived from the current and prior year Statement of Net Position:

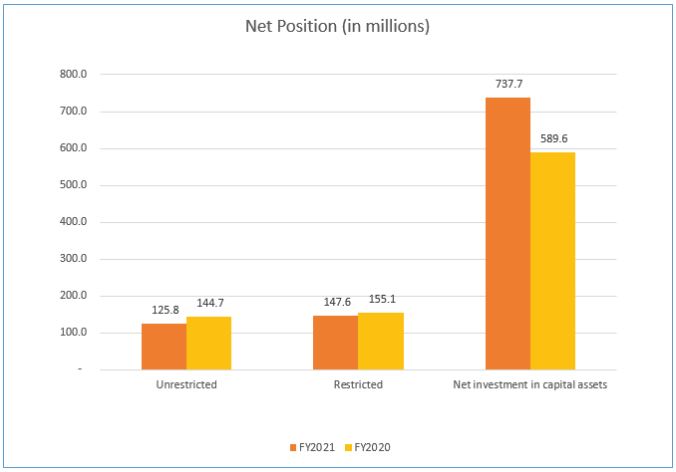
	Governmental Activities		Business-type Activities		Total Primary Government	
	2021	2020	2021	2020	2021	2020
Current and other assets	$ 365,555,820	$ 323,192,933	$ 87,244,683	$ 136,041,692	$ 452,800,503	$ 459,234,625
Capital assets, net	707,505,519	645,902,096	451,174,855	373,953,026	1,158,680,374	1,019,855,122
Total assets	**1,073,061,338**	**969,095,029**	**538,419,538**	**509,994,718**	**1,611,480,876**	**1,479,089,747**
Deferred outflows	**62,456,589**	**29,877,799**	**4,554,152**	**4,079,607**	**67,010,741**	**33,957,406**
Current and other liabilities	79,860,191	61,233,989	19,870,555	21,201,698	99,730,746	82,435,687
Long-term liabilities	362,114,922	328,032,269	201,203,668	205,781,882	563,318,590	533,814,151
Total liabilities	**441,975,113**	**389,266,258**	**221,074,223**	**226,983,580**	**663,049,336**	**616,249,838**
Deferred inflows	**4,176,583**	**6,861,891**	**151,406**	**570,954**	**4,327,989**	**7,432,845**
Net position:						
Net investment in capital assets	435,167,043	334,972,021	302,551,844	254,623,951	737,718,887	589,595,972
Restricted for:						
Charter mandates	-	4,813,576	-	-	-	4,813,576
Capital projects	38,019,761	40,471,387	-	-	38,019,761	40,471,387
Community facilities	5,643,082	9,978,487	-	-	5,643,082	9,978,487
Debt service	46,045,911	54,900,772	-	-	46,045,911	54,900,772
Other purposes	57,862,298	44,931,443	-	-	57,862,298	44,931,443
Unrestricted	106,628,136	112,776,992	19,196,217	31,895,840	125,824,353	144,672,832
Total net position	**$ 689,366,231**	**$ 602,844,678**	**$321,748,061**	**$ 286,519,791**	**$ 1,011,114,292**	**$ 889,364,469**

The City's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $1.011 billion at the close of fiscal year 2021 and by $889.4 million in 2020, providing an overall increase in the City's net position of $122 million. Here are the major factors driving the overall increase:

- Current and other assets decreased by $6.4 million. Governmental activities increased $42.4M due to an increase in cash from the issuance of general obligation bonds, related to the construction of Civic Square. However, this was offset by a $48.8 million decrease in cash for Business Activities, related to the spending down of bond funds related to Water and Wastewater CIP projects.

- Capital assets, net of depreciation, increased by $139 million. An increase in Construction in Progress accounts for $78 million of the increase, with work currently being performed on the following projects: Surface Water Treatment Plan, Well #26 and the Adaman Well & Treatment facility. An increase in Buildings, related to the acquisition of structures for various Well Sites and the Water Reclamation Facility, accounts for $53 million of the increase. The remainder is due to increases in Infrastructure, Vehicles, Furniture and Equipment.
- Deferred outflows increased by $33.1 million, related to pensions and other post-employment benefits (OPEB). Note that this is offset by the increase in long-term liabilities of $29.5 million and a decrease in deferred inflows $3.1 million.
- Current and other liabilities increased by $17.3 million, attributable to an increase in accounts payable and deposits received from developers, resulting from the construction in process projects noted above.

The largest portion of the City's net position totaling $737.8 million (72.96% of total net position) reflects its net investment in capital assets (land and improvements, artwork, construction in progress, right of way, water rights, streetscape, infrastructure, buildings and improvements, vehicles, furniture, and equipment), less any related outstanding debt that was used to acquire those assets. The City uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending.



Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources to repay this debt must be provided from other resources, since the capital assets themselves cannot be used to liquidate these liabilities.

Approximately $147.6 million, or 14.6% of government-wide fund balance represents resources that are restricted, meaning that they are subject to internal or external use restrictions.

The remaining balance of $125.8 million, or 12.44%, of government-wide fund balance is unrestricted and may be used to meet the City's ongoing obligations to its citizens and creditors.

At the end of fiscal year 2021, the City reported positive balances in all three categories of net position, for the government as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

Governmental Activities

During the current fiscal year, the net position for governmental activities increased $86.5 million from the prior fiscal year for an ending balance of $689.4 million. The change was driven by an increase in cash related to debt proceeds received during the year, and construction in progress.

Business-type Activities

The City's business-type activities reported an increase of $35.2 million in net position bringing the total net position to $321.8 million. The change was driven by an increase in construction in progress, buildings, and infrastructure, offset by a decrease in restricted cash. Restricted cash decreased as debt proceeds were used to finance the acquisition and construction of the fixed assets mentioned.

Changes in Net Position

The following table compares the revenues and expenses for the current and previous fiscal year:

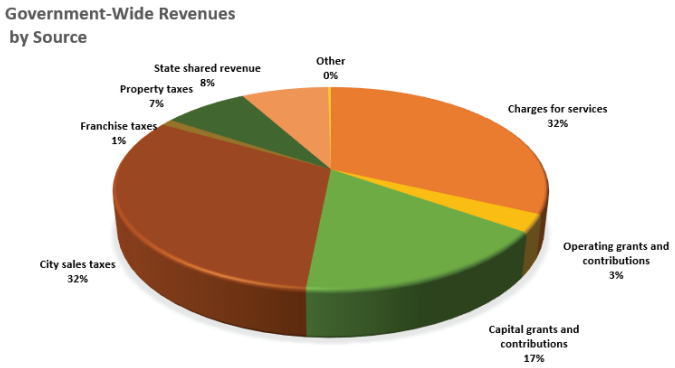
	Governmental Activities		Business-type Activities		Total Primary Government	
	2021	2020	2021	2020	2021	2020
Revenues:						
Program revenues:						
Charges for services	$ 38,088,917	$ 33,458,896	$ 71,026,425	$ 68,712,257	$ 109,115,342	$ 102,171,153
Operating grants and contributions	9,587,222	18,571,098	-	-	9,587,222	18,571,098
Capital grants and contributions	30,499,488	23,253,699	26,481,652	5,765,107	56,981,140	29,018,806
General revenues:						
City sales taxes	108,495,439	89,722,744	-	-	108,495,439	89,722,744
Franchise taxes	3,604,030	3,207,164	-	-	3,604,030	3,207,164
Property taxes	25,858,467	23,673,696	-	-	25,858,467	23,673,696
State shared revenue	26,494,716	22,785,856	-	-	26,494,716	22,785,856
Unrestricted Investment earnings	899,168	4,412,256	(461,996)	1,800,177	437,172	6,212,433
Miscellaneous	309,020	596,649	113,950	200,756	422,970	797,405
Total revenues	**243,836,467**	**219,682,058**	**97,160,031**	**76,478,297**	**340,996,498**	**296,160,355**
Expenses:						
General government	31,006,001	26,604,672	-	-	31,006,001	26,604,672
Public safety	60,372,627	59,271,160	-	-	60,372,627	59,271,160
Highways and streets	21,439,214	21,599,888	-	-	21,439,214	21,599,888
Public works	9,655,317	10,177,808	-	-	9,655,317	10,177,808
Culture and recreation	19,716,170	18,739,373	-	-	19,716,170	18,739,373
Development services	11,665,512	10,466,142	-	-	11,665,512	10,466,142
Interest on long-term debt	10,360,626	9,009,554	-	-	10,360,626	9,009,554
Water and wastewater	-	-	48,483,586	40,540,282	48,483,586	40,540,282
Sanitation	-	-	6,547,622	6,028,780	6,547,622	6,028,780
Total expenses	**164,215,467**	**155,868,597**	**55,031,208**	**46,569,062**	**219,246,675**	**202,437,659**
Net Surplus (Deficit) before Transfers	**79,621,000**	**63,813,461**	**42,128,823**	**29,909,235**	**121,749,823**	**93,722,696**
Net Transfers	6,900,553	3,700,000	(6,900,553)	(3,700,000)	-	-
Net Surplus (Deficit)	**86,521,553**	**67,513,461**	**35,228,270**	**26,209,235**	**121,749,823**	**93,722,696**
Net position, beginning of the year	**602,844,678**	**535,331,217**	**286,519,791**	**260,310,556**	**889,364,469**	**795,641,773**
Changes in net position	86,521,553	67,513,461	35,228,270	26,209,235	121,749,823	93,722,696
Net position, ending fo the year	**$ 689,366,231**	**$ 602,844,678**	**$321,748,061**	**$ 286,519,791**	**$ 1,011,114,292**	**$ 889,364,469**

FY21 total revenues totaled $341M, an increase of $45M when compared to the previous year. Program Revenues accounted for $25.9M of the increase, with Charges for Services and Capital Grants & Contributions increasing by $7M and $27.96M, respectively. These were

offset by a decrease in Operating Grants and Contributions of $8.98M. General Revenues accounted for $18.9M, with the majority of the increase attributable to City Sales Tax Revenue. The pie chart below provides an illustration of government-wide revenues by source.

Government-Wide Revenues

Governmental activities account for 71.51% of total revenues, compared to 74% the prior year. The City's sales tax revenue increased $18.8 million, to $108.5M, due to increased construction activity and population growth. Capital grants and contributions, charges for services, state shared revenues, and property taxes increased $7.3 million, $4.6 million, $3.7 million, and $2.2 million, respectively, as a result of the continued increase in commercial and residential development within the City.

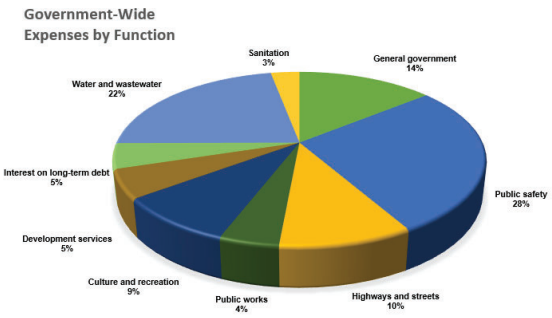


Business-type activities account for 28.49% of total revenues, compared to 26% the prior year. Capital grants and contributions and charges for services revenue increased by $20.7 million and $2.3 million, respectively.

Government-Wide Expenses

The following pie chart illustrates government-wide expenses by function.

Governmental activities account for 74.9% of expenses, and include the General Government (14.1%), Public Safety (27.5%), Highway and Streets (9.8%), Public Works (4.4%), Culture and Recreation (9.0%), Development Services (5.3%), and Interest on long-term debt (4.7%).



Business-type activities account for 25.10% of total expenses, with Water and Wastewater accounting for 22.1% and Sanitation accounting for 3.0%.

As shown in the Net Position table on the previous page, FY21 total expenses totaled $219.3M, an increase of $16.8M when compared to the previous year. The total change in expenses were attributable to the following:

- FY21 Water and Wastewater expenses of $48.5 million were $8 million more than total expenses of $40.5 million in FY20. There was an increase in salaries and wages, costs of sales, depreciation, and interest expense, in the amount of $916K, $5.3M, $1.2M, and $484K.
- Governmental activities account for $8.4M of the change, with General Government, Public Safety, Development Services and Interest Expense accounting for $4.4 million, $1.1 million, $1.2 million, and $1.4 million of the increase, respectively.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

The City maintains fund accounting to demonstrate compliance with budgetary and legal requirements. The following is a brief discussion of financial highlights from the fund financial statements.

Governmental Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. All major governmental funds are discreetly presented on these financial statements, while non-major funds are combined into a single column.

At the end of FY21, the City's governmental funds reported combined ending fund balances of $253 million, which is an increase of $26.1 million, or 11%, from the previous year. The change in fund balance is due primarily to an increase in restricted cash and investments, related to bond proceeds received in FY21. Nonspendable, Restricted, Committed, Assigned, and Unassigned Fund balances changed by $121 thousand, ($2.3 million), $686 thousand, $16 million, and $11.6 million, respectively.

Revenues for governmental functions overall totaled $231.2 million for the fiscal year ended June 30, 2021, which represents an increase of $21.3 million from the prior fiscal year. The increase is attributable to Tax Revenue, Charges for Services, Special Assessments and License and Permits in the amount of $21.7 million, $6.5 million, $1.3 million and $1 million, respectively. These were offset by a decrease in Intergovernmental Revenue and Investment Income in the amount of $5 million and $3.5 million, respectively.

The expenditures for governmental functions totaled $257.9 million, an increase of $85.2 million from the prior year. The increase can be attributed to 1) capital outlay expenses that increased by $44.2 million over the prior year, 2) an increase in public safety expenses of $26.4, driven predominately by a $24 million payment towards the City's unfunded Public Safety Retirement System pension liability, 3) debt service payments which increased by $6.3 million due to recently issued debt and 4) general government expenses that increased by $5.4 million, attributable to a developer reimbursement payment related to the Estrella Mountain Ranch CFD.

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, the unassigned fund balance of the General Fund was $29.3 million, while total fund balance increased to $147.3 million. As a measure of the General Fund's solvency, it may be useful to compare both unassigned fund balance and total fund balance to general fund expenditures. The unassigned fund balance represents approximately 11.34% of general fund expenditures, while total fund balance represents approximately 57.09% percent of general fund expenditures.

The fund balance of the Non-Utility Development Impact Fee Capital Projects Fund increased by $12.7 million. The change is attributable to an increase in cash and investments, predominately driven by an increase in development impact fee revenues and construction sales tax of $6.9M and $1.2M, respectively.

The fund balance of the General Obligation / Capital Expenditure Fund decreased by $2.5 million. While the fund balance decrease was only $2.5 million, there was significant activity in this fund. Capital outlays of $70.2 million were $54.4 million more than the prior year total of $15.8 million, attributable to the Recreation Campus, which included the Recreation Center, 30-acre park and Aquatics Center, as well as, the beginning of the Civic Square project. Investment Income(Loss) of ($58 thousand) was $1 million less than prior year income of $1.1 million. There was also a debt issuance with a par value of $39.530 million and a premium on debt issuance of $5.86 million. Additionally, transfers in of $20.7 million were $11.8 million more than the previous year.

The fund balance of the McDowell Road Commercial Corridor – Debt Service remained consistent with the prior fiscal year, with only a $2 thousand change in fund balance. There were special assessment collections of $4.1 million, $1 million more than the prior year. Principal and interest payments of $4.1 million were $934 thousand more than the previous year.

The fund balance of the Community Facilities District – Debt Service fund decreased by $4.3 million. Principal and interest payments of $13.6 million were $4.9 million more than the prior year. The increase in debt payments were attributable to partial defeasances on the Centerra CFD, General District No. 1, Estrella Mountain, Palm Valley District No. 3, CFD District No. 1, Wildflower District No.1, Wildflower District No. 2, $90 thousand, $416 thousand, $2.37 million, $246 thousand, $1.5 million, $24 thousand, and $12 thousand, respectively. Revenues of $9.3 million were $410 thousand more than the previous year, with a slight increase in taxes and special assessment revenues collected.

The fund balance for the Non-Major funds decreased by $2.6 million. FY21 expenses were $2.5 million more than the prior year. General Government expenses totaled $4.3 million more than in previous years, attributable to developer reimbursements made by the CFDs. This was offset by a decrease in capital outlays of $2.2 million compared to the previous year. The remainder of the difference was attributable to increases in Public Safety, Public Works/Streets, and Debt of $18 thousand, $288 thousand and $252 thousand, respectively.

Proprietary Funds

The proprietary fund financial statements are prepared on the same accounting basis and measurement focus as the government-wide financial statements, but provide additional detail since each major enterprise fund is shown discretely.

The proprietary funds net position totals $321.8 million, an increase of $35.2 million from the previous fiscal year. The net position for Water and Wastewater totaled $316 million, an increase of $35 million when compared to the prior year. The net position for Sanitation totaled $5.694 million, an increase of $256 thousand when compared to last year.

FY21 operating revenues from Water and & Wastewater activities totaled $62.984 million, an increase of $2.59 million from the prior year. Non-operating revenues of $26.482 million were $20.7 million more than the previous year, attributable to developer contributions. FY21 operating expenses of $42.2 million were $7.46 million more than the prior year; salaries, wages and benefits were $917 thousand more than the previous year; cost of sales / services was $5.3 million more than the previous year; and depreciation was $1.2 million more than the previous year. Non-operating interest expense and fiscal charges totaled $6.34 million, an increase of $484 thousand from the previous year.

FY21 operating revenues from Sanitation activities totaled $8.043 million, a decrease of $277 thousand from the previous year. FY21 operating expenses of $6.55 million were $519 thousand less when compared to the prior year.

BUDGETARY HIGHLIGHTS

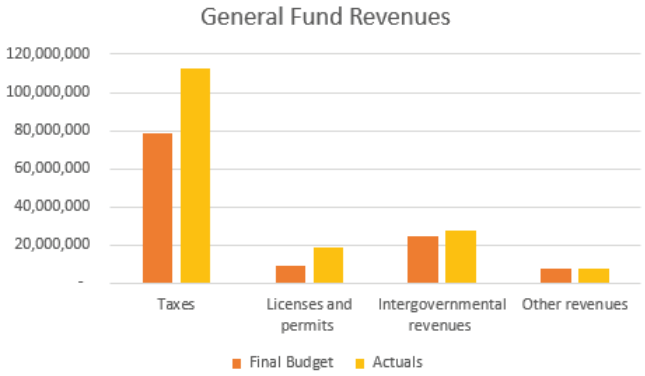
The City's annual budget is the legally adopted expenditure control document of the City. The schedules filed with the Auditor General's office list the original budget adopted for the prior year, estimated expenditures through the end of the fiscal year and the adopted current year's budget. Budgetary comparison schedules are required for the General Fund, all major funds, non-major funds and enterprise funds. The General Fund budgetary comparison schedule can be found in the Required Supplementary Information section. The other budgetary comparison schedules can be found in the Other Supplementary Information section.

Following are the budgetary highlights for the General Fund:

As shown in the "General Fund Revenues" chart, FY21 actual revenues exceeded budget in the Tax, Licenses and Permits, and Intergovernmental Revenue.

- Tax revenues, which consist of City Sales Tax, Construction Sales Tax, Property Tax and Franchise fees exceeded the budget by $33.4 million. The variance is attributable to increased residential and commercial construction activity, increased property tax valuation and an increased sales tax base.

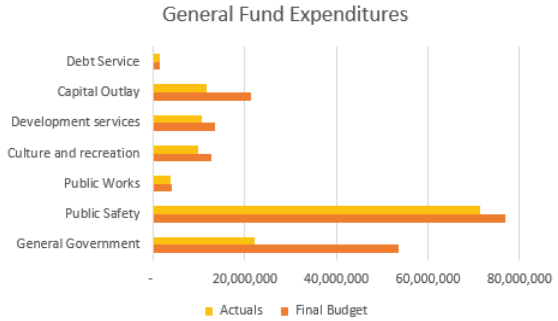
- Licenses and Permits, which consists of inspection fees, engineer permits, plan review, zoning, development services fees, business licenses, liquor licenses, other licenses, permits and fees were $9.82 million more than plan.



- Intergovernmental revenues, state income tax, vehicle license tax, and state sales tax exceeded budget by $3.34 million. The resulting population expansion, discussed previously, also increases the percentage of state shared revenues received by the City.

As shown in the "General Fund Expenditures" chart, FY21 actual expenditures were less than budget in each category. The three largest positive variances were as follows:

- General Government actual expenditures of $22.1 million were $31.6 million less than a budget of $53.672 million. The positive variance was attributable to a contingency reserve of $26.652 million and positive variances in all general government departments.



- Capital Outlays of $11.75 million were $9.72 million less than a budget of $21.5 million.
- Public Safety actual expenditures of $71.5 million were $5.3 million less than a budget of $76.8 million. Expenditures in Fire, Police and Court were $2.4 million, $2.5 million and $470 thousand less than plan

Following are the budgetary highlights for the Other Major Governmental Funds:

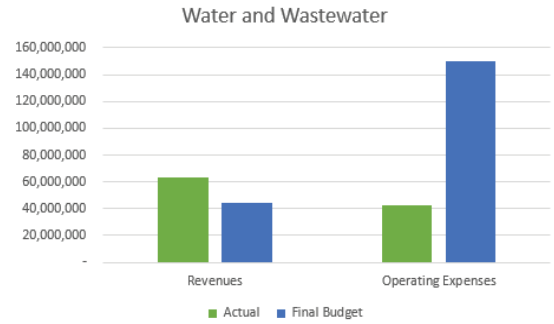
- Non-Utility Development Impact Fees – Actual revenues of $30.6 million are $12.8 million more than a final budget of $17.9 million. Tax revenue and development impact fees were $5.6 and $7.3 million more than plan.
- GO Bonds / Capital Project Funds - Actual expenditures are $104 million less than a final budget of $174 million. The variance represents a timing difference based on when a project is completed. For example, the FY21 budget includes the total capital outlay of $85.7 million for the Civic Square project. However, FY21 actual expenditures totaled $15.4 million. The difference of $70.3 million is anticipated to be spent in FY22, as we anticipate Civic Square opening at the end of the next fiscal year.
- McDowell Road Commercial Corridor – Actual revenues of $4.1 million were $970 thousand more than a budget amount of $3.1 million. The variance is attributable to

additional special assessment payments received from residents in the McDowell Road Commercial Corridor.

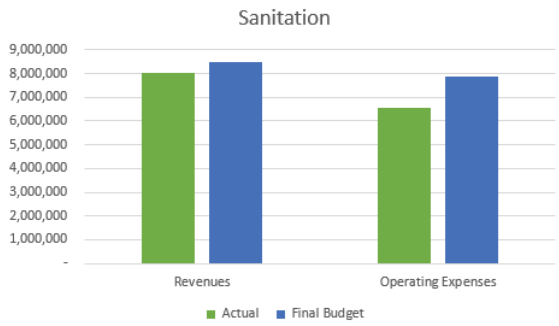
- Community Facilities Districts, Debt Service Funds – Actual revenues of $9.3 million were $557 thousand less than forecasted. Actual expenditures of $13.6 million were $3.7 million more than plan. But this was offset by a positive variance In Other Financing Uses of $3.9 million.

Following are the budgetary highlights for Water, Wastewater and Sanitation:

- Water and Wastewater – Change in Net Position of $35 million was $148 million favorable to a planned loss of $112 million. Revenues of $63 million were $19 million more than a plan of $44.3 million. Operating expenses of $42.2 million were $108 million less than a plan of $150.3 million. The variance in expenditures is related to the budget authority required for capital outlays which are included in the expense budget. Non-operating expenses of $6.8 million were $5.4 million less than a plan to $12.2 million, attributable to a positive variance interest and debt costs.



- Sanitation – Change in Net Position of $256 thousand was $1.2 million favorable to a planned loss of $959 thousand. Revenues were $458 thousand less than a plan of $ 8.5 million. Operating expenses of $6.6 million were $1.3 million less than a plan of $7.9 million. Non-operating revenues of $112 thousand were $51 thousand more than plan, due to a gain on the sale of assets.



CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The City's investment in capital assets (net of accumulated depreciation) for its governmental and business-type activities as of June 30, 2021 amounts to $1,159 million. Capital assets include land and improvements, artwork, construction in progress, right of way, water rights, streetscape, infrastructure, buildings and improvements and vehicles, furniture and equipment. In total, there was an increase of $139 million from the prior year.

	Governmental Activities		Business-type Activities		Total Primary Government	
	2021	2020	2021	2020	2021	2020
Land and improvements	$ 32,197,554	$ 32,444,037	$ 8,155,895	$ 8,155,895	$ 40,353,449	$ 40,599,932
Artwork	371,130	307,115	146,978	146,978	518,108	454,093
Construction in progress	86,118,710	29,258,931	111,469,677	90,170,997	197,588,387	119,429,928
Right of way	90,844,947	90,844,947	-	-	90,844,947	90,844,947
Water rights	-	-	18,497,925	18,688,396	18,497,925	18,688,396
Streetscape	9,061,008	9,061,008	-	-	9,061,008	9,061,008
Infrastructure	261,427,933	265,336,176	170,564,601	164,315,489	431,992,534	429,651,665
Building and improvements	201,542,550	198,166,701	135,032,542	85,580,682	336,575,092	283,747,383
Vehicles, furniture and equipment	25,941,686	20,483,180	7,307,237	6,894,589	33,248,923	27,377,769
Total	$ 707,505,518	$ 645,902,095	$451,174,855	$ 373,953,026	$ 1,158,680,373	$1,019,855,121

Additional information on the City's capital assets can be found in Note 4.

Debt Administration

At the end of the current fiscal year, the City had total long-term debt outstanding of $459.5 million. Of this amount $134.8 million is general obligation bonds backed by the full faith and credit of the City, $72.9 million is Community Facilities Districts bonds which are paid by the property owners within those districts, $249.4 million of revenue bonds which are payable from user fees, assessments, and general fund revenues and $2.5 million loan payable to Water Infrastructure Finance Authority of Arizona (WIFA) which is payable from user fees. The following schedule shows the outstanding debt obligation as of June 30, 2021 and 2020:

	Governmental Activities		Business-type Activities		Total Primary Government	
	2021	2020	2021	2020	2021	2020
General obligation bonds	$ 94,324,555	$ 59,297,867	$ 40,480,447	$ 43,307,133	$ 134,805,002	$ 102,605,000
Community facilities districts bonds	72,888,000	82,488,000	-	-	72,888,000	82,488,000
Loan payable	-	-	2,488,002	2,772,195	2,488,002	2,772,195
Revenue bonds	110,298,918	119,833,776	139,065,000	141,220,000	249,363,918	261,053,776
Totals	$ 277,511,473	$ 261,619,643	$182,033,449	$ 187,299,328	$ 459,544,922	$ 448,918,971

The State constitution limits the amount of general obligation debt a city may issue to six percent (6%) of its total net full cash assessed property valuation. The current six percent debt limitation for the City is $81.63 million. The City has $39.5 million of outstanding revenue obligation bonds subject to the 6% limit. In addition, the State constitution limit allows a city to issue an additional twenty percent (20%) of its total net full cash assessed property valuation for water, wastewater, lights, transportation, public safety, open space preserves, parks, playgrounds and recreational facilities. The current 20 % debt limitation for the City is $272.1 million. The City has $95.3 million of outstanding general obligation debt of which all is subject to the 20% limit.

During the year, the City maintained the following bond ratings, as of June 30, 2021:

Type of Debt	Moody's Investors Service	Standard & Poor's	Fitch Ratings
General Obligation	Aa1	AA	N/R
Water & Wastewater Revenue Debt			
Senior Lien Water & Sewer Revenue Debt	Aa3	AA-	N/R
Subordiate Lien Water & Sewer Revenue Debt	Aa3	A+	N/R
Public Improvement Corporation	Aa2	AA+	N/R
Improvement District Bonds	Aa2	A	N/R

Additional information on the City's long-term debt can be found in Notes 5 through 9.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The major economic factor impacting the City is continued growth related to construction activity. Consistent with high levels of building permit activity for new housing, our population continues to grow. In addition to our residential growth, many new businesses continue to locate in Goodyear and are contributing to both one-time and ongoing revenue through permit fees, construction sales taxes, and use tax on equipment. These new and expanding businesses will also generate future sales, property, and state-shared tax revenues for the city, as well as local jobs for our residents.

Arizona and the Phoenix metropolitan area continue to outperform the national average on job growth. According to fourth quarter 2020 reports used to develop the fiscal year 2022 budget, the state's jobs grew at 4.3%, which represents a rebound from 2.0% in the second quarter of 2020 during the initial months of the pandemic. Local economic forecasts for the metropolitan area predict annual personal income growth of 3.5% in both 2021 and 2022. Personal income growth reflects a fairly smooth transition from federal stimulus funding as the main support for growth to more normal economic activity driving the economy. On a statewide basis, retail sales are projected to grow by 8.4% in 2021 and 4.8% in 2022. Goodyear local sales taxes have consistently performed above these statewide economic measures that are indicative of local taxable spending. Our sales tax projections for retail include growth rates of 4.5% to 5.0% annually with actual total non-construction sales tax growth anticipated to continue to exceed statewide levels over the next five-years.

With no mandated restrictions in place during fiscal year 2021 or expected in 2022, the overall economic position of the City of Goodyear was not dramatically impacted by the Coronavirus Pandemic. Fiscal year 2021 saw a 20.9% increase in city sales taxes and a 16.8% increase in charges for services from the prior year. The major sales tax growth occurred in the retail and online marketplace categories. This is a result of higher population, an increase in the number of retail establishments within the City, and both an increase in online shopping and improvements to the process for collecting sales taxes on those purchases. After doubling in the prior year, construction sales tax collections remained constant for fiscal year 2021. This is indicative that the high rate of growth is being maintained within the City, and the potential ceiling caused by labor and materials shortages. Though construction activity has not slowed down in the City, the category has been conservatively budgeted to decrease in fiscal year 2022.

The longer-term impact of growth on city revenues is also evident in property tax collections. For FY2022 assessed valuation of newly constructed properties jumped from a four-year average of $44.2 million annually to $88.5 million. Existing property valuations also grew by 4.9%. This increase is reflective of strong real property appreciation and additions of new properties to the tax rolls. These property values serve as the base for both Primary and Secondary property taxes. Primary property tax revenue supports the day-to-day General Fund operating budget and is constrained to two percent (2%) growth over the prior year plus

a levy on new properties. Secondary property taxes support voter-approved G.O. bonded debt service.

The City continues to budget conservatively, with an emphasis on using one-time revenues for one-time expenses. The fiscal year 2022 budget focuses on providing services to the rapidly growing population and business base. A key feature is the addition of funding for the operations of newly completed and anticipated capital projects including the Goodyear Recreation Campus and two new fire stations. The City also monitors the local, regional, and national economies, most notably the construction labor and materials markets, in order to be ready to adapt to any changes, while still positioning ourselves for future growth.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the resources it receives. A copy of the City's Annual Comprehensive Financial Report is available on-line at www.goodyearaz.gov. If you have questions about this report or need additional information, contact the City of Goodyear, 190 N. Litchfield Road, by mail at P.O. Box 5100, Goodyear, Arizona 85338 or by email at gyfinance@goodyearaz.gov.


CITY OF
Goodyear

BASIC FINANCIAL STATEMENTS


CITY OF
Goodyear

GOVERNMENT-WIDE FINANCIAL STATEMENTS


CITY OF
Goodyear

CITY OF GOODYEAR, ARIZONA
Statement of Net Position
June 30, 2021

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	$ 178,802,668	$ 26,869,016	$ 205,671,684
Investments	97,441,971	2,764,825	100,206,796
Receivables (net of allowance)	60,886,430	9,546,490	70,432,920
Inventory	804,522	812,744	1,617,266
Prepaid items/deposits	2,200,521	-	2,200,521
Net pension/OPEB asset	440,825	30,295	471,120
Temporarily restricted assets:			
Cash and cash equivalents	23,303,633	47,221,313	70,524,946
Notes receivable	1,675,250	-	1,675,250
Capital assets (net of accumulated depreciation):			
Land	30,327,071	8,155,895	38,482,966
Artwork	371,130	146,978	518,108
Right of way	90,844,947	-	90,844,947
Streetscape	9,061,008	-	9,061,008
Construction in progress	86,118,710	111,469,677	197,588,387
Buildings	201,542,550	135,032,542	336,575,092
Infrastructure	261,427,933	170,564,601	431,992,534
Land improvements	1,870,483	-	1,870,483
Vehicles, furniture, and equipment	25,941,686	7,307,237	33,248,923
Water rights	-	18,497,925	18,497,925
Total assets	1,073,061,338	538,419,538	1,611,480,876
Deferred Outflows of Resources			
Deferred outflows related to pensions/OPEB	56,151,747	1,582,449	57,734,196
Deferred charge on refunding	6,304,842	2,971,703	9,276,545
Total deferred outflows	62,456,589	4,554,152	67,010,741
Liabilities			
Accounts payable and other current liabilities	32,424,705	12,993,023	45,417,728
Interest payable	1,284,248	-	1,284,248
Deposits	20,861,537	1,236,532	22,098,069
Unearned revenues	839,168	25,663	864,831
Noncurrent liabilities:			
Due within one year	24,450,533	5,615,337	30,065,870
Due in more than one year	278,458,634	193,912,997	472,371,631
Net pension and OPEB liability	83,656,288	7,290,671	90,946,959
Total liabilities	441,975,113	221,074,223	663,049,336
Deferred Inflows of Resources			
Deferred inflows related to pensions/OPEB	4,176,583	151,406	4,327,989
Total deferred inflows	4,176,583	151,406	4,327,989
Net Position			
Net investment in capital assets	435,167,043	302,551,844	737,718,887
Restricted for:			
Capital projects	38,019,761	-	38,019,761
Community facilities	5,643,082	-	5,643,082
Debt service	46,045,911	-	46,045,911
Other purposes	57,862,298	-	57,862,298
Unrestricted	106,628,136	19,196,217	125,824,353
Total net position	$ 689,366,231	$ 321,748,061	$ 1,011,114,292

The accompanying notes are an integral part of the financial statements.

CITY OF GOODYEAR, ARIZONA
Statement of Activities
For the Year Ended June 30, 2021

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants & Contributions	Program Revenues: Capital Grants & Contributions
Governmental activities:				
General government	$ 31,006,001	$ 7,070,344	$ 1,771,706	$ 1,237,180
Public safety	60,372,627	7,421,123	84,098	10,149,697
Highways and streets	21,439,214	490,969	6,047,403	3,109,361
Public works	9,655,317	501,541	-	194,290
Culture and recreation	19,716,170	2,765,727	-	4,981,819
Development services	11,665,512	19,839,213	62,500	10,827,141
Interest on long-term debt	10,360,626	-	1,621,515	-
Total governmental activities	164,215,467	38,088,917	9,587,222	30,499,488
Business-type activities:				
Water and wastewater	48,483,586	62,983,880	-	26,481,652
Sanitation	6,547,622	8,042,545	-	-
Total business-type activities	55,031,208	71,026,425	-	26,481,652
Total primary government	$ 219,246,675	$ 109,115,342	$ 9,587,222	$ 56,981,140

General Revenues:
Taxes:
City sales tax
Franchise tax
Property tax
Auto lieu tax (unrestricted)
State sales tax (unrestricted)
Urban revenue sharing (unrestricted)
Unrestricted investment earnings
Other
Transfers
Total general revenues & transfers
Change in net position
Net position - beginning
Net position - ending

The accompanying notes are an integral part of the financial statements.

Net (Expense) Revenue and Changes in Net Position		
Governmental Activities	Business-type Activities	Total
$ (20,926,771)	$ -	$ (20,926,771)
(42,717,709)	-	(42,717,709)
(11,791,481)	-	(11,791,481)
(8,959,486)	-	(8,959,486)
(11,968,624)	-	(11,968,624)
19,063,342	-	19,063,342
(8,739,111)	-	(8,739,111)
(86,039,840)	-	(86,039,840)
-	40,981,946	40,981,946
-	1,494,923	1,494,923
-	42,476,869	42,476,869
108,495,439	-	108,495,439
3,604,030	-	3,604,030
25,858,467	-	25,858,467
4,121,551	-	4,121,551
9,962,516	-	9,962,516
12,410,649	-	12,410,649
899,168	(461,996)	437,172
309,020	113,950	422,970
6,900,553	(6,900,553)	-
172,561,393	(7,248,599)	165,312,794
86,521,553	35,228,270	121,749,823
602,844,678	286,519,791	889,364,469
$ 689,366,231	$ 321,748,061	$ 1,011,114,292

The accompanying notes are an integral part of the financial statements.


CITY OF
Goodyear

FUND FINANCIAL STATEMENTS

CITY OF GOODYEAR, ARIZONA
Balance Sheet
Governmental Funds
June 30, 2021

	General	Non-Utility Development Impact Fees Capital Projects	GO Bonds Capital Projects
ASSETS			
Cash and cash equivalents	$ 79,437,848	$ 45,609,971	$ 31,322,873
Investments	78,824,781	10,482,959	5,856,986
Receivables:			
Taxes	13,656,028	713,391	-
Interest	257,726	24,140	35,655
Other	1,244,069	-	-
Assessments	-	-	-
Intergovernmental	-	-	-
Inventories	283,305	-	-
Prepaid items	2,159,059	-	-
Notes receivable	1,675,250	-	-
Restricted cash and investments	-	-	17,353,761
Total assets	$ 177,538,066	$ 56,830,461	$ 54,569,275
LIABILITIES			
Accounts payable	$ 4,693,549	$ 453,369	$ 16,549,514
Accrued wages and benefits	3,594,396	-	-
Accrued interest payable	-	-	-
Accrued liabilities	227,079	-	-
Deposits held	20,007,380	663,949	-
Current bonds payable	-	-	-
Unearned revenue	24,635	-	-
Total liabilities	28,547,039	1,117,318	16,549,514
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue-property taxes	62,637	-	-
Unavailable revenue-special assessments	-	-	-
Unavailable revenue-intergovernmental	-	-	-
Unavailable revenue-other	1,675,250	-	-
Total deferred inflows of resources	1,737,887	-	-
FUND BALANCES			
Nonspendable	2,442,364	-	-
Restricted	2,086,585	55,713,143	38,019,761
Committed	-	-	-
Assigned	113,465,757	-	-
Unassigned	29,258,434	-	-
Total fund balances	147,253,140	55,713,143	38,019,761
Total liabilities, deferred inflows of resources, and fund balances	$ 177,538,066	$ 56,830,461	$ 54,569,275

The accompanying notes are an integral part of the financial statements.

McDowell Road Commercial Corridor ID Debt Service	Community Facilities Districts Debt Service	Non-major Funds	Total Governmental Funds
$ 247,919	$ -	$ 15,537,797	$ 172,156,408
-	-	2,277,245	97,441,971
-	172,547	119,237	14,661,203
-	-	7,957	325,478
-	-	4,647	1,248,716
23,315,000	20,453,836	39,290	43,808,126
-	-	842,907	842,907
-	-	521,217	804,522
-	-	-	2,159,059
-	-	-	1,675,250
-	5,949,872	-	23,303,633
$ 23,562,919	$ 26,576,255	$ 19,350,297	$ 358,427,273
$ 4,036	$ 5,628	$ 2,161,721	$ 23,867,817
-	-	174,283	3,768,679
-	1,063,366	-	1,063,366
-	-	-	227,079
-	-	190,208	20,861,537
-	3,747,000	-	3,747,000
12,194	-	802,339	839,168
16,230	4,815,994	3,328,551	54,374,646
-	47,105	55,723	165,465
23,315,000	20,453,836	-	43,768,836
-	-	5,374,749	5,374,749
-	-	-	1,675,250
23,315,000	20,500,941	5,430,472	50,984,300
-	-	521,217	2,963,581
231,689	1,259,320	6,491,718	103,802,216
-	-	3,729,087	3,729,087
-	-	-	113,465,757
-	-	(150,748)	29,107,686
231,689	1,259,320	10,591,274	253,068,327
$ 23,562,919	$ 26,576,255	$ 19,350,297	$ 358,427,273


CITY OF
Goodyear

CITY OF GOODYEAR, ARIZONA
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
June 30, 2021

Total governmental fund balances		$ 253,068,327
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Governmental capital assets	$ 1,001,033,531	
Less accumulated depreciation	(293,528,013)	
		707,505,518
Net OPEB asset is not an available resource and, therefore is not reported in the funds.		440,825
Some liabilities, including bonds payable and capital leases, are not due and payable in the current period and therefore are not reported in the funds.		
Bonds payable	$ (295,997,078)	
Deferred charge on refunding	6,304,842	
Net pension and OPEB liabilities	(83,656,288)	
Compensated absences	(6,912,089)	
		(380,260,613)
Interest payable on long-term debt does not require current financial resources and therefore, is not reported as a liability in the governmental funds balance sheet.		(220,882)
Some receivables are not available to pay for current period expenditures and, therefore, are reported as unavailable revenues in the funds.		
Property taxes	$ 165,465	
Special assessments	43,768,836	
Intergovernmental	5,374,749	
Other	1,675,250	
		50,984,300
Internal service funds are used by management to charge costs of certain activities to individual funds. This amount represents the assets and liabilities of the internal service funds reported as governmental activities		5,873,592
Deferred outflows and inflows of resources related to pensions and OPEB are applicable to future reporting periods and, therefore, are not reported in the funds.		
Deferred outflows	$ 56,151,747	
Deferred inflows	(4,176,583)	
		51,975,164
Total net position of governmental activities		$ 689,366,231

The accompanying notes are an integral part of the financial statements.

CITY OF GOODYEAR, ARIZONA
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2021

REVENUES	General	Non-Utility Development Impact Fees Captial Projects	GO Bonds Capital Projects
Taxes	$ 112,312,049	$ 10,305,164	$ -
Licenses, permits and fees	19,073,277	-	-
Intergovernmental revenue	28,054,198	-	-
Charges for services	2,033,775	20,476,785	-
Fines and forfeitures	1,037,122	-	-
Investment income	1,197,463	(162,243)	(57,622)
Special assessments	-	-	-
Contributions	2,119,851	-	2,070,000
Other revenues	1,256,896	-	-
Total revenues	167,084,631	30,619,706	2,012,378
EXPENDITURES			
Current:			
General government	22,063,640	-	-
Public safety	71,683,219	-	-
Highways and streets	-	-	-
Public works	3,708,625	-	-
Culture and recreation	9,861,453	-	-
Development services	10,500,186	-	-
Capital outlay	11,784,987	2,164,544	70,221,236
Debt service			
Debt issuance cost	-	-	281,714
Principal	1,324,858	-	-
Interest and fiscal charges	85,913	-	-
Total expenditures	131,012,881	2,164,544	70,502,950
Excess (deficiency) of revenues over (under) expenditures	36,071,750	28,455,162	(68,490,572)
OTHER FINANCING SOURCES (USES)			
Debt issuance	-	-	39,530,000
Premium on debt issuance	-	-	5,859,505
Payments to refunding escrow	-	-	-
Refunding bonds issued	-	-	-
Sale of assets	213,803	-	-
Transfers out	(22,010,535)	(16,999,774)	-
Transfers in	8,418,960	1,256,445	20,649,441
Total other financing sources (uses)	(13,377,772)	(15,743,329)	66,038,946
Net change in fund balances	22,693,978	12,711,833	(2,451,626)
Fund balances, beginning of year	124,559,162	43,001,310	40,471,387
Fund balances, end of year	$ 147,253,140	$ 55,713,143	$ 38,019,761

The accompanying notes are an integral part of the financial statements.

McDowell Road Commercial Corridor ID Debt Service	Community Facilities Districts Debt Service	Non-major Funds	Total Governmental Funds
$ -	$ 6,600,555	$ 8,829,128	$ 138,046,896
-	-	-	19,073,277
-	-	6,598,741	34,652,939
-	-	1,288,686	23,799,246
-	-	-	1,037,122
-	3,969	(82,968)	898,599
4,080,028	2,729,988	-	6,810,016
-	-	1,399,069	5,588,920
619	-	-	1,257,515
4,080,647	9,334,512	18,032,656	231,164,530
-	-	6,125,454	28,189,094
-	-	380,943	72,064,162
-	-	7,548,526	7,548,526
-	-	-	3,708,625
-	-	4,639,317	14,500,770
-	-	-	10,500,186
-	-	618,160	84,788,927
-	61,494	318,990	662,198
3,295,000	9,630,000	11,423,314	25,673,172
783,278	3,939,793	5,470,336	10,279,320
4,078,278	13,631,287	36,525,040	257,914,980
2,369	(4,296,775)	(18,492,384)	(26,750,450)
-	-	-	39,530,000
-	-	-	5,859,505
-	-	(25,201,010)	(25,201,010)
-	-	25,520,000	25,520,000
-	-	-	213,803
-	-	(18,900)	(39,029,209)
-	-	15,604,916	45,929,762
-	-	15,905,006	52,822,851
2,369	(4,296,775)	(2,587,378)	26,072,401
229,320	5,556,095	13,178,652	226,995,926
$ 231,689	$ 1,259,320	$ 10,591,274	$ 253,068,327


CITY OF
Goodyear

CITY OF GOODYEAR, ARIZONA
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balance of Governmental Funds to the Statement of Activities
For the Year Ended June 30, 2021

Amounts reported for governmental activities in the statement of activities are different because:		
Net change in fund balances - total governmental funds		$ 26,072,401
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the costs of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the difference between capital outlay and depreciation in the current period.		
Capital outlay	$ 81,839,772	
Depreciation expense	(23,333,592)	
		58,506,180
Disposals and transfers of capital assets are not reported in the governmental funds. The net effect of these transactions decreased net position.		(12,118)
Governmental funds do not report contributions of capital assets as revenue, unless the assets will be held for sale. However, in the statement of activities, the donation of capital assets is reported as revenue.		3,109,361
Some revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.		
Property taxes	$ (119,507)	
Special assessments	(5,186,515)	
Intergovernmental	5,209,443	
Other	(1,565,979)	
		(1,662,558)
The issuance of long-term debt (e.g., bonds, leases) provides current financial resources in the governmental funds but increases long-term liabilities in the statement of net position.		(70,909,505)
Repayment of long-term debt (e.g., bonds, leases) principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		
Bond principal retirement	$ 49,188,172	
Amortization of deferred charges	125,622	
Amortization of premiums and discounts	2,362,162	
		51,675,956
Pension and OPEB contributions are reported as expenditures in the governmental funds when made. However, they are reported as deferred outflows of resources in the Statement of Net Position because the net pension and OPEB liability is measured a year before the City's report date. Pension and OPEB expense, which is the change in the net pension and OPEB liability adjusted for changes in deferred outflows and inflows of resources related to pensions and OPEB, is reported in the Statement of Activities.		
Pension and OPEB contributions	$ 32,882,550	
Pension and OPEB expense	(13,837,305)	
		19,045,245
Compensated absences are reported in the statement of activities and do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.		(562,004)
Accrued interest for long-term debt is not reported as an expenditure for the current period while it is recorded in the statement of activities.		(220,882)
The net revenues of certain activities of the internal service fund is reported with governmental activities.		1,479,477
Change in net position of governmental activities		$ 86,521,553

The accompanying notes are an integral part of the financial statements.

CITY OF GOODYEAR, ARIZONA
Statement of Net Position
Proprietary Funds
June 30, 2021

	Business-type Activities - Enterprise Funds			Governmental Activities
ASSETS	Water & Wastewater	Sanitation	Totals	Self-Insurance Trust Internal Service Fund
Current Assets:				
Cash	$ 22,508,442	$ 4,360,574	$ 26,869,016	$ 6,646,260
Investments	1,980,717	784,108	2,764,825	-
Receivables (net of allowance)	8,586,979	947,627	9,534,606	-
Interest receivable	9,244	2,640	11,884	-
Inventories	812,744	-	812,744	-
Prepaid items	-	-	-	41,462
Total current assets	33,898,126	6,094,949	39,993,075	6,687,722
Noncurrent Assets:				
Restricted cash and investments	47,221,313	-	47,221,313	-
Net pension/OPEB asset	25,890	4,405	30,295	-
Land	8,155,895	-	8,155,895	-
Artwork	146,978	-	146,978	-
Construction in progress	111,469,677	-	111,469,677	-
Buildings	169,077,874	150,522	169,228,396	-
Infrastructure	235,006,036	-	235,006,036	-
Vehicles, furniture, and equipment	17,371,702	1,867,780	19,239,482	-
Water rights	21,088,078	-	21,088,078	-
Accumulated depreciation	(112,226,763)	(932,924)	(113,159,687)	-
Total noncurrent assets	497,336,680	1,089,783	498,426,463	-
Total Assets	531,234,806	7,184,732	538,419,538	6,687,722
DEFERRED OUTFLOWS OF RESOURCES				
Loss on refunding	2,971,703	-	2,971,703	-
Deferred outflows related to pensions/OPEB	1,352,379	230,070	1,582,449	-
Total deferred outflows of resources	4,324,082	230,070	4,554,152	-
LIABILITIES				
Current liabilities:				
Accounts payable	12,232,413	475,045	12,707,458	116,536
Accrued wages and benefits	243,598	41,967	285,565	-
Claims payable	-	-	-	697,594
Unearned revenue	25,663	-	25,663	-
Customer deposits	1,227,622	8,910	1,236,532	-
Compensated absences - current portion	279,277	46,881	326,158	-
Loans payable - current portion	289,877	-	289,877	-
Bonds payable - current portion	4,999,302	-	4,999,302	-
Total current liabilities	19,297,752	572,803	19,870,555	814,130
Noncurrent liabilities:				
Compensated absences	319,790	66,359	386,149	-
Net pension/OPEB liability	6,230,693	1,059,978	7,290,671	-
Loans payable, net of current portion	2,198,124	-	2,198,124	-
Bonds payable, net of current portion	191,328,724	-	191,328,724	-
Total noncurrent liabilities	200,077,331	1,126,337	201,203,668	-
Total liabilities	219,375,083	1,699,140	221,074,223	814,130
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to pensions/OPEB	129,393	22,013	151,406	-
Total deferred inflows of resources	129,393	22,013	151,406	-
NET POSITION				
Net investment in capital assets	301,466,466	1,085,378	302,551,844	-
Unrestricted	14,587,946	4,608,271	19,196,217	5,873,592
Total net position	$ 316,054,412	$ 5,693,649	$ 321,748,061	$ 5,873,592

The accompanying notes are an integral part of the financial statements.

CITY OF GOODYEAR, ARIZONA
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Funds
For the Year Ended June 30, 2021

	Business-type Activities - Enterprise Funds			Governmental Activities
Operating Revenues	Water & Wastewater	Sanitation	Totals	Self-Insurance Trust Internal Service Fund
Charges for services	$ 62,819,793	$ 8,042,545	$ 70,862,338	$ -
Self insurance premiums	-	-	-	10,448,623
Other revenues	164,087	-	164,087	574,256
Total operating revenues	62,983,880	8,042,545	71,026,425	11,022,879
Operating Expenses				
Salaries, wages and benefits	6,728,658	1,208,574	7,937,232	-
Cost of sales and services	26,064,560	5,112,620	31,177,180	1,586,063
Claims expense	-	-	-	7,957,908
Depreciation	9,353,072	226,428	9,579,500	-
Total operating expenses	42,146,290	6,547,622	48,693,912	9,543,971
Operating income (loss)	20,837,590	1,494,923	22,332,513	1,478,908
Non-operating Revenues (Expenses)				
Investment income	(464,874)	2,878	(461,996)	569
Interest expense and fiscal charges	(6,337,296)	-	(6,337,296)	-
Gain (loss) on sale of assets	4,725	109,225	113,950	-
Total non-operating revenue (expense)	(6,797,445)	112,103	(6,685,342)	569
Income (loss) before contributions and transfers	14,040,145	1,607,026	15,647,171	1,479,477
Capital contributions	26,481,652	-	26,481,652	-
Transfers out	(5,549,718)	(1,350,835)	(6,900,553)	-
Change in net position	34,972,079	256,191	35,228,270	1,479,477
Total net position, beginning of year	281,082,333	5,437,458	286,519,791	4,394,115
Total net position, end of year	$ 316,054,412	$ 5,693,649	$ 321,748,061	$ 5,873,592

The accompanying notes are an integral part of the financial statements.

CITY OF GOODYEAR, ARIZONA
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2021

	Water & Wastewater	Sanitation	Totals	Self-Insurance Trust Internal Service Fund
Cash Flows From Operating Activities:				
Cash received from customers	$ 64,367,238	$ 8,105,577	$ 72,472,815	$ -
Cash received from contributions	-	-	-	11,022,879
Cash paid to suppliers	(27,755,277)	(5,004,789)	(32,760,066)	(1,467,731)
Cash paid to employees	(6,663,769)	(1,089,644)	(7,753,413)	-
Cash paid for claims	-	-	-	(7,829,017)
Cash flows from operating activities	29,948,192	2,011,144	31,959,336	1,726,131
Cash Flows From Noncapital Financing Activities:				
Transfers	(5,549,718)	(1,350,835)	(6,900,553)	-
Cash flows from noncapital financing activities	(5,549,718)	(1,350,835)	(6,900,553)	-
Cash Flows From Capital and Related Financing Activities:				
Purchase of capital assets	(77,126,074)	(150,128)	(77,276,202)	-
Proceeds from sale of capital assets	5,204	109,225	114,429	-
Principal paid on long term debt	(5,265,879)	-	(5,265,879)	-
Interest paid	(7,036,185)	-	(7,036,185)	-
Development fees	17,121,488	-	17,121,488	-
Cash flows from capital and related financing activities	(72,301,446)	(40,903)	(72,342,349)	-
Cash Flows From Investing Activities:				
Sale (purchase) of investments	(599,361)	(18,784)	(618,145)	-
Investment income	386,635	17,418	404,053	569
Cash flows from investing activities	(212,726)	(1,366)	(214,092)	569
Net change in cash and cash equivalents	(48,115,698)	618,040	(47,497,658)	1,726,700
Cash and cash equivalents, including temporarily restricted cash, beginning of year	117,845,453	3,742,534	121,587,987	4,919,560
Cash and cash equivalents, including temporarily restricted cash, end of year	$ 69,729,755	$ 4,360,574	$ 74,090,329	$ 6,646,260
Reconciliation of operating income to net cash flows from operating activities:				
Net operating income (loss)	$ 20,837,590	$ 1,494,923	$ 22,332,513	$ 1,478,908
Adjustments to reconcile operating income (loss) to net cash flows from operating activities:				
Depreciation/amortization	9,353,072	226,428	9,579,500	-
Pension/OPEB expense	895,969	182,132	1,078,101	-
Employer pension/OPEB contributions	(532,100)	(90,522)	(622,622)	-
Changes in operating assets and liabilities:				
(Increase) decrease in receivables	1,358,254	63,032	1,421,286	-
(Increase) decrease in prepaid items & deposits	-	-	-	34,791
(Increase) decrease in inventory	(350,600)	-	(350,600)	-
Increase (decrease) in payables	(1,340,117)	98,921	(1,241,196)	212,432
Increase (decrease) in accrued liabilities & deposits	(298,980)	36,230	(262,750)	-
Increase (decrease) in unearned revenue	25,104	-	25,104	-
Net cash flows from operating activities	$ 29,948,192	$ 2,011,144	$ 31,959,336	$ 1,726,131
Supplemental Schedule of Non-cash Financing and Investing Activities:				
Contributed capital assets	$ 9,360,164	$ -	$ 9,360,164	$ -
Unrealized gains and losses on investments	$ 851,509	$ 14,540	$ 866,049	$ -

The accompanying notes are an integral part of the financial statements.

CITY OF GOODYEAR, ARIZONA
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2021

	Pension Trust Fund	Custodial Funds			
		GAIN	Fill-A-Need	Shop with a Cop	Arizona in Action
Assets					
Cash and cash equivalents	$ 28,813	$ 8,679	$ 14,672	$ 36,323	$ 3,230
Mutual funds - equity	564,075	-	-	-	-
Mutual funds - income	129,872	-	-	-	-
Total assets	722,760	8,679	14,672	36,323	3,230
Net Position					
Restricted for:					
Pensions	722,760	-	-	-	-
Individuals and organizations	-	8,679	14,672	36,323	3,230
Total net position	$ 722,760	$ 8,679	$ 14,672	$ 36,323	$ 3,230

The accompanying notes are an integral part of the financial statements.

CITY OF GOODYEAR, ARIZONA
Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2021

		Custodial Funds			
	Pension Trust	GAIN	Fill-A-Need	Shop with a Cop	Arizona in Action
Additions					
Investment Income	$ 194,543	$ -	$ -	$ -	$ -
Other income	2,693	-	7,966	11,455	-
Total additions	197,236	-	7,966	11,455	-
Deductions					
Benefits	10,750	-	-	-	-
Recipient payments	-	-	15,000	3,086	-
Total deductions	10,750	-	15,000	3,086	-
Net increase (decrease) in fiduciary net position	186,486	-	(7,034)	8,369	-
Net position, beginning of year	536,274	8,679	21,706	27,954	3,230
Net position, end of year	$ 722,760	$ 8,679	$ 14,672	$ 36,323	$ 3,230

The accompanying notes are an integral part of the financial statements.

Notes to the Financial Statements

The notes to the basic financial statements include a summary of significant accounting policies and other disclosures considered necessary for a clear understanding of the accompanying financial statements.

Note	Page
1. Summary of Significant Accounting Policies	55
2. Cash and Investments	64
3. Receivables	67
4. Capital Assets	68
5. Loan Payable	69
6. General Obligation Bonds Payable	69
7. Revenue Bonds Payable	70
8. Community Facilities Districts Bonds Payable	73
9. Changes in Long-Term Liabilities	74
10. Interfund Receivables, Payables, and Transfers	75
11. Contingent Liabilities	75
12. Risk Management	76
13. Pensions and Other Postemployment Benefits	77
14. Excess of Expenditures Over Appropriations	89
15. Fund Balance Classifications	89
16. Deficit Fund Balances	90
17. Commitments	91
18. Tax Abatement Agreements	91


CITY OF
Goodyear

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Goodyear, Arizona (City) have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

A. Reporting Entity

The City is a municipal entity governed by an elected mayor and six-member governing council (council). As required by accounting principles generally accepted in the United States of America, these financial statements present the City and its blended component units, entities for which the City is considered financially accountable. In accordance with GASB Statement No. 14, and as amended by GASB Statement No. 61, the component units discussed below have been included in the City's reporting entity because of the significance of their operational or financial relationship with the city.

The financial reporting entity consists of a primary government, and its component units. The City is a primary government that has a separately elected governing body, is legally separate, and is fiscally independent of other state or local governments. Furthermore, component units are combined with the City for financial statement presentation purposes and are not included in any other governmental reporting entity. Consequently, the City's financial statements include the funds of those organizational entities for which its elected governing body is financially accountable.

Blended Component Units - Community Facilities Districts were formed for the purpose of acquiring and improving public infrastructure in specified land areas. As special purpose districts and separate political subdivisions under the Arizona Constitution, the Districts can levy taxes and issue bonds independently of the City. Property owners in the designated areas are assessed for District taxes and thus for the cost of operating the Districts. The City Council serves as the Board of Directors; however, the City has no liability for the Districts' debt. Although it is legally separate from the City, the Districts are reported as if it is part of the primary government because the District's governing body is substantively the same as the governing body of the City and management of the City has operational responsibility for the Districts. The following are the community facilities districts currently operating in the City of Goodyear.

- Goodyear Community Facilities General District No. 1
- Goodyear Community Facilities Utilities District No. 1
- Wildflower Ranch Community Facilities District No. 1
- Wildflower Ranch Community Facilities District No. 2
- Estrella Mountain Ranch Community Facilities District
- Cottonflower Community Facilities District
- Centerra Community Facilities District
- Cortina Community Facilities District
- Palm Valley Community Facilities District No. 3
- King Ranch Community Facilities District

Complete financial statements of the individual component units may be obtained at the entities' administrative offices or online at www.goodyearaz.gov/cfd.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) present financial information about the City as a whole. Generally, the effect of interfund activity has been removed from the government-wide financial statements. Net interfund activity and balances between the governmental activities and the business-type activities are shown in the government-wide financial statements. The "doubling up" effect of internal service fund activity has been removed from the government-wide statements with the expenses shown in the various functions on the

Statement of Activities. These statements are to distinguish between the governmental and business-type activities of the City. Governmental activities normally are supported by taxes and intergovernmental revenues, and are reported separately from business-type activities, which rely to a significant extent on fees and charges.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes, state-shared revenues, investment income and other items not included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Fund Balances – Governmental Funds

As of June 31, 2021, fund balances of the governmental funds are classified as follows:

Nonspendable - amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed - amounts that can be used only for specific purposes determined by a formal action of City Council. City Council is the highest level of decision-making authority for the City. Commitments may be established, modified, or rescinded only through resolutions approved by City Council.

Assigned - amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. Under the City's adopted policy, the City appropriates funding for information technology (IT) replacement, fleet replacement, risk management, police and fire equipment, parks and traffic signal asset management reserves. In addition, amounts encumbered related

to projects that carry over into the next fiscal year are reported as assigned. The accumulated appropriations for these purposes which have not been spent are reflected as assigned fund balances. Only City Council or the City's Finance Director may assign amounts for specific purposes.

Unassigned - includes all spendable amounts not contained in the other classifications. The General Fund is the only fund that can report a positive unassigned fund balance. In other governmental funds, other than the general fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

The General Fund has Unassigned Funds consisting of a contingency reserve. The contingency reserve is used to set aside resources to cover unanticipated deficits or revenue reductions that may be caused by adverse economic conditions or public emergency. The amount of the contingency reserve is equal to or greater than 15 percent of fiscal year 2021 on-going revenues.

When an expenditure is incurred for purposes for which both restricted and unassigned fund balance is available, the City considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless City Council or the City's Finance Director has provided otherwise in its commitment or assignment actions.

D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-wide Financial Statements - The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the grantor or provider have been met. As a general rule, the effect on internal activity has been eliminated from the government-wide financial statements.

Fund Financial Statements - Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures are generally recognized when the related fund liability is incurred, as under accrual accounting. However, debt services expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales taxes, franchise taxes, licenses, and permits, charges for service, special assessments and investment income associated with the current fiscal period are considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Grants and similar awards are recognized as revenues as soon as all eligibility requirements imposed by the grantor or provider have

been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

General Fund - This fund is the general operating fund of the City. It accounts for all financial resources of the City, except those either required to be accounted for in other funds or when the city determines there is an operational advantage to do so.

Non-Utility Development Impact Fees Capital Projects - This fund accounts for the capital projects funded with development impact fees.

GO Bond Capital Projects Fund - This fund accounts for the capital projects financed by general obligation bond debt.

McDowell Road Commercial Corridor Improvement District Debt Service Fund - This fund accounts for the debt portion of the McDowell Road Improvement District.

Community Facilities Districts - Debt Service Fund - This fund accounts for the debt portion of the City's Community Facilities Districts, which are component units that provide general infrastructure and capital assets for the property within each District's boundaries.

The City reports the following non-major governmental funds are as follows:

Highway User Revenue Fund (HURF) – This fund accounts for the City's share of tax revenues legally restricted to the maintenance of the highways within the City's boundaries.

Community Facilities Districts – This fund accounts for the operations and maintenance portion of the City's special districts formed for the purpose of financing the acquisition, construction, operation, and maintenance of the public infrastructure benefiting the community.

Office of Tourism Prop 302 – This fund accounts for the funds received to support Maricopa County tourism, marketing, and promotion

Grants Funds – This fund accounts for the City's federal, state, local and tribal grants.

Ballpark Fund – This fund accounts for the operations of the City's ballpark facility and operations.

Debt Service Fund – This fund accounts for debt proceeds and the accumulation of resources for the payment of principal and interest and related costs.

The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column. Non-major funds are aggregated and presented in a single column.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City reports the following major proprietary funds:

Water and Wastewater Fund - This fund accounts for the City's water and wastewater utility operations, including the utility development impact fees.

Sanitation Fund - This fund is used to account for the activities of the City's sanitation operations.

Internal Service Fund – This fund is used to account for self-insurance for employee benefits. The Internal service fund activities are reported as governmental activities on the government-wide statements.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for water, wastewater, and sanitation services. Operating expenses for these funds include the administrative expenses, cost of sales and services, and depreciation. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The City reports the following fiduciary funds:

Pension Trust Fund – This fund is used to account for the Goodyear Volunteer and Reserve Firefighter Retirement Trust Plan Fund, a defined contribution plan for which the assets are held by the City in a trustee capacity. The Pension Trust Fund is reported using the accrual basis of accounting.

Custodial Funds – The City holds these assets as an agent for individuals, private organizations or others in a temporary custodial capacity. The City currently maintains four custodial funds. The four funds account for monies donated by individuals for the GAIN, Fill-A-Need, Shop With A Cop, and Arizona in Action activities.

Fiduciary funds account for assets held by the City in a trustee or custodial capacity on behalf of others. The reporting focus is upon net position and changes in net position and employs accounting principles similar to proprietary funds.

Fiduciary funds are not included in the government-wide financial statements considering they are not assets of the City available to support City programs.

E. Cash and Cash Equivalents

Cash represents amounts in demand deposits and amounts held in trust by financial institutions. The funds held in trust are available to the City upon demand. The City considers short-term investments (including restricted assets) in the State of Arizona investment pool, mutual fund-money market, U.S. Treasury bills and notes with maturities of three months or less at acquisition date to be cash equivalents.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

F. Investments

Goodyear maintains investment accounts for funds that are not legally required to be maintained separately. Each fund's equity in investments represents that fund's position in the consolidated accounts and determines that fund's allocation of interest earned. Arizona Revised Statutes regulate the investment of surplus cash. Goodyear limits its investments to U.S. government securities, certificates of deposit, bonds, repurchase agreements, corporate notes, commercial paper, and money market accounts. Investments are stated at fair value based on quoted market prices and cash equivalents are stated at amortized cost.

G. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of inter-fund loans) or “advances to/from other funds” (i.e., the non-current portion of the inter-fund loans).

All trade and property tax receivables are shown net of allowance for uncollectibles. Trade accounts receivable in excess of 180 days comprise the trade accounts receivables allowance for uncollectibles.

Property taxes are levied by the City and collected by the Maricopa County Treasurer. Property taxes are levied no later than the third Monday of August and are payable in two installments due October 1 of the current year and March 1 of the subsequent year. Taxes become delinquent after the first business day of November and May, respectively. Interest attaches on installments after the delinquent date. A lien attaches to the property on the first day of January preceding the assessment and levy of taxes. Delinquent amounts bear interest at the rate of 16 percent. Maricopa County, at no charge to the taxing entities, bills and collects all property taxes. Public auctions of properties which have delinquent real estate taxes are held in February.

H. Inventory

Inventories are valued at average cost using the first-in, first-out (FIFO) flow method. Inventory, which consists of expendable supplies and vehicle repair parts, is recorded as an expenditure at the time individual inventory items are consumed rather than when purchased.

I. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures when consumed rather than when purchased.

J. Restricted Assets

Certain proceeds of the City’s bonds, as well as certain resources set aside for their repayment, are classified as restricted cash and cash equivalents on the government-wide Statement of Net Position, the Balance Sheet and Proprietary Statement of Net Position because their use is limited by applicable bond covenants.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

K. Capital Assets

Capital assets, which include land, land improvements, artwork, right of way, streetscape, buildings and improvements, vehicles, machinery, equipment, construction in progress, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. The City defines capital assets as assets with an initial, individual cost of $5,000 or more and an estimated useful life of more than one year. Capital assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Major outlays for capital assets and improvements are capitalized as projects as they are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Certain capital assets of the City are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Infrastructure	20-65
Land Improvements	15
Buildings and Improvements	7-50
Vehicles, Furniture and Equipment	3-20
Water Rights	100

The City has a collection of artwork presented both in buildings and public outdoor spaces. The true value of the art is expected to either be maintained at cost or appreciate over time, and thus, the art is not depreciated. If individual pieces are lost or destroyed, the loss is recorded.

L. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The government only has two items that qualify for reporting in this category. It is the deferred loss on refunding and deferred outflows related to pensions and OPEB reported in the government-wide statement of net position.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government only has two items that qualify for reporting in this category. It is unavailable revenue, which arises only under a modified accrual basis of accounting, and deferred inflow related to pensions and OPEB.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

M. Compensated Absences

The City's employee vacation and sick leave policies provide for granting vacation and sick leave with pay. Sick leave and vacation benefits vest at the employee's current rate of pay. The current and long-term liabilities for accumulated vacation and sick leave are reported on the government-wide financial statements and in the proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee leave, resignation and retirements. Resources from the General Fund are generally used to liquidate the governmental funds liabilities for compensated absences.

N. Long-term Obligations

In the government-wide financial statements and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities on the statement of net position. Bond premiums and discounts are amortized over the life of the bonds using the straight-line method. Deferred amounts on refunding result from the difference between the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

O. Inter-fund Activity

Flows of cash from one fund to another without a requirement for repayment are reported as inter-fund transfers. Inter-fund transfers between governmental funds are eliminated in the Statement of Activities. Inter-fund services provided and used are not eliminated in the process of consolidation. Inter-fund transfers in the fund statements are reported as other financing sources/uses in governmental funds and fall below the non-operating revenues/expenses in the proprietary funds.

P. Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Q. Budgetary Data

According to the laws of the State of Arizona, all operating budgets must be approved by their governing board on or before the second Monday in August to allow sufficient time for legal announcements and hearings required for the adoption of the property tax levy on the third Monday in August.

In April, the proposed budget for the following fiscal year is presented by the City Manager to the City

Council. The budget includes proposed expenditures and the means of financing them. A public meeting is held to obtain citizen comment.

Prior to June 30, the City Council legally enacts the budget, through the passage of an ordinance. The ordinance sets the limit for expenditures for the year, within the voter mandated state expenditure limitation. Additional expenditures may be authorized if directly necessitated by a natural or man-made disaster as prescribed in the state constitution. There were no supplemental appropriations made during fiscal year 2021.

The maximum legal expenditure permitted for the year is the total budget as adopted. All funds of the City have legally adopted budgets. The initial budget for the fiscal year may be amended during the year in a legally permissible manner. The City adopts the budget by major program area for the General Fund and by fund for all others.

In practice, the City Council approves all budget transfers that cross appropriation lines on a monthly basis. All unencumbered expenditure appropriations expire at the end of the fiscal year. Encumbered amounts are re-budgeted in the following year as deemed appropriate and necessary after review by the Budget Office. Budgetary carry forwards are approved by the City Council through the budgetary process.

The budgets are adopted on a basis differing from GAAP in that for budgetary purposes: (1) bond proceeds for enterprise funds are considered revenue; (2) capital outlays for enterprise funds are treated as expenses; (3) debt service principal payments are treated as expenses for enterprise funds; (4) accrued compensated absences are not recognized as expenses; (5) depreciation and amortization are not recognized as expenses; (6) contributions to pension plans are recognized as an expense for enterprise funds.

R. Pensions and Other Postemployment Benefits

For purposes of measuring the net pension and other postemployment benefit (OPEB) assets and liabilities, related deferred outflows of resources and deferred inflows of resources, and related expenses, information about the pension and OPEB plans' fiduciary net position and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

S. New Pronouncements

For the year ended June 30, 2021, the City implemented the provisions of GASB Statement No. 84, Fiduciary Activities. GASB Statement No. 84 improves guidance regarding the identification of fiduciary activities and how those activities should be reported. Implementation of the new standard resulted in a change in reporting "Agency Funds" to "Custodial Funds" and also required the inclusion of a Statement of Changes in Fiduciary Net Position.

NOTE 2 CASH AND INVESTMENTS

On June 30, 2021, cash and cash equivalents are presented as follows:

	Governmental Activities	Business Activities	Fiduciary Funds	Total
Cash and cash equivelants	$ 178,802,668	$ 26,869,016	$ 91,717	$ 205,763,401
Restricted cash and cash equivelants	23,303,633	47,221,313		70,524,946
Total	$ 202,106,301	$ 74,090,329	$ 91,717	$ 276,288,347

The restricted cash and cash equivalents are proceeds from debt issuances that are held in trustee accounts for the purpose of major capital improvements as well as funds held in trustee accounts for the purpose of debt service payments. The City also restricts the cash and cash equivalents in the Community Facilities Districts Debt Service Fund.

Deposits

The City maintains a cash and investment pool that is available for use by all funds. Each fund type's portion of this pool is displayed on the government-wide Statement of Net Position, and on the fund financial statements, as "Cash and cash equivalents" and "Investments".

At June 30, 2021, the City had $11,350 of cash on hand. The carrying amount of the City's deposits totaled $86,756,683, and the bank balance was $91,686,804. Of the bank balance, $500,000 was covered by federal depository insurance, $12,934,538 was covered by the Statewide Pooled Collateral Program, and $78,723,774 were securities held by the pledging financial institution's trust department in the City's name.

Cash Equivalents

The City invests in the Local Government Investment Pool 5 and Pool 7 (LGIP) investment pools managed by the State Treasurer's Office that allows governments within the State to pool their funds for investment purposes. The LGIP is not registered with the Securities Exchange Commission under the 1940 Investment Advisors Act. The State Board of Investment has oversight responsibilities of the investment pool in accordance with ARS 35-311. The pool's policy is to invest in fixed-rate securities with a final maturity less than 18 months from the settlement date of the purchase and variable-rate securities with final maturity less than 2 years. The weighted average to maturity shall not exceed 90 days. The net asset value per share of the pool at June 30, 2021 was $1.00. The Arizona State Treasurer issues a publicly available financial report that includes financial statements and required supplementary information. Copies may be obtained by contacting the Arizona State Treasurer, 1700 West Washington, Phoenix, Arizona 85007 or www.aztreasury.gov.

Funds held in the State Treasurer's Local Government Investment Pool represent a proportionate interest in the pool's portfolio; however, the City's portion is not identified with specific investments and is not subject to custodial credit risk. At June 30, 2021, the City's funds invested with the State Treasurer totaled $189,520,312.

NOTE 2 CASH AND INVESTMENTS

The City's investment in the State of Arizona's local government investment pool is stated at fair value which also approximates the value of the investment upon withdrawal.

Investment Type	Total	Remaining Maturity (in Years) Less than 1
LGIP 5	$ 2,331,344	$ 2,331,344
LGIP 7	187,188,968	187,188,968
Total	$189,520,312	$189,520,312

Investment Type	Total	Rating as of Year End AAA
LGIP 5	$ 2,331,344	$ 2,331,344
LGIP 7	187,188,968	187,188,968
Total	$189,520,312	$189,520,312

Investments

The City's portfolio complies with Arizona Revised Statutes (ARS) and the City's investment policy. The Arizona Revised Statutes regulate the investment of surplus cash. Goodyear limits its investments to U.S. government securities, certificates of deposit, bonds, repurchase agreements, corporate notes, commercial paper, and money market accounts. The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. U.S. Treasury securities and Money Market Accounts are valued using quoted market prices (Level 1 inputs); while Federal Agency Securities, Corporate Notes, Mutual Funds and Negotiable Certificates of Deposit are valued using a matrix pricing model (Level 2 inputs).

On June 30, 2021, the City's investments included the following:

		Remaining Maturity (in Years)			
Investment Type	Total	Less than 1	1 to 2	More than 2	Concentration of Credit Risk
U.S. Treasuries	$ 53,129,321	$ 10,997,336	$ 21,355,871	$20,776,114	53%
Federal Agency Securities	26,515,817		13,739,622	12,776,195	26%
Corporate Notes	15,028,254		4,392,080	10,636,174	15%
Negotiable Certificates of Deposit	5,376,307	1,234,250	4,142,057		5%
Money Market Fund	157,098	157,098			0%
Mutual Funds	726,057	726,057			1%
Total	$ 100,932,854	$ 13,114,741	$ 43,629,630	$44,188,483	100%

NOTE 2 CASH AND INVESTMENTS

Investment Rating	U.S. Treasuries	Corporate Notes	Federal Agency	Negotiable Certificates of Deposit	Mutual Funds	Money Market Fund	Total
A	$ -	$ 2,853,795	$ -	$ -	$ -	$ -	$ 2,853,795
A-		3,399,852					3,399,852
A+		2,541,431		1,394,417			3,935,848
A-1				1,987,774			1,987,774
A-1+							-
AA		1,379,202					1,379,202
AA-		1,397,391		1,994,116			3,391,507
AA+	53,129,321	602,486	26,515,817				80,247,624
AAAm						157,098	157,098
BBB-							-
BBB+		2,854,097					2,854,097
Not Rated					726,057		726,057
	$53,129,321	$15,028,254	$26,515,817	$5,376,307	$ 726,057	$ 157,098	$100,932,854

Custodial Credit Risk

To control custodial credit risk, State law and the City's investment policy requires all securities and collateral to be held by an independent third-party custodian in the City's name. The custodian provides the City with monthly market values.

Interest Rate Risk

Interest rate risk is the risk of changes in market interest rates that will adversely affect the fair value of an investment. In order to limit interest rate and market risk, State law and the City's investment policy sets a maximum maturity on any investment to five years. In addition, the City has adopted an average portfolio duration limitation (ranging from 90 days to three years) consistent with the primary investment objective of safety, liquidity and yield. As of June 30, 2021, the average duration to maturity is 1.85 years.

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Although the City's investment policy states that it will mitigate credit risk it does not impose any specific limitations.

Concentration of Credit Risk

The City's investment policy limits the diversification on both security types and length of maturity. At the time of purchase a maximum of five percent of the market value of the portfolio may be invested in debt issues by any single entity. Debt backed by the U.S. Treasury or Government Sponsored Enterprises (GSEs) are exempt from this concentration criterion.

NOTE 3 RECEIVABLES

Receivables, net of allowance for uncollectibles, as of year-end for the City's individual major governmental funds and non-major governmental funds in the aggregate are as follows:

	General Fund	Non Utility Development Impact Fees Capital Projects	GO Bond Debt Capital Projects Fund	McDowell Road Commercial Corridor ID Debt Service	Community Facilities Districts Debt Service	Non-Major Governmental Funds	Total
Tax Receivable	$ 13,656,028	$ 713,391	$ -	$ -	$ 172,547	$ 119,237	$14,661,204
Accounts Receivable	1,244,404	-	-	-	-	43,937	1,288,341
Intergovernmental Receivable	-	-	-	-	-	842,572	842,572
Notes Receivable	1,675,250	-	-	-	-	-	1,675,250
Interest Receivable	257,726	24,140	35,655	-	-	7,957	325,478
Special Assessments Receivable	-	-	-	23,315,000	20,453,836	-	43,768,836
Total Receivables	$ 16,833,408	$ 737,531	$ 35,655	$ 23,315,000	$ 20,626,383	$ 1,013,703	$62,561,680

As of June 30, 2021, the special assessment and notes receivable balances are not expected to be collected within the next year. Special assessment receivables will be collected in conjunction with the debt retirement schedule for the related bonds outstanding. The notes receivable mature in 2044 and accrue interest at 3.26 percent annum.

The following table summarizes the City's receivables for the proprietary funds as of June 30, 2021.

	Water and Wastewater Fund	Sanitation Fund	Total
Accounts Receivable	$ 8,917,216	$ 997,245	$ 9,914,461
Interest Receivable	9,244	2,640	11,884
	8,926,460	999,885	9,926,344
Less:			
Allowance	330,237	49,618	379,855
Total Receivables	$ 8,596,223	$ 950,267	$ 9,546,490

Revenues of the Water & Wastewater Fund and Sanitation Fund are reported net of uncollectible amounts. Total bad debt expense related to the Water & Wastewater Fund revenues and Sanitation Fund revenues for the current year are $154,187 and $34,972, respectively.

NOTE 4 CAPITAL ASSETS

A summary of capital assets activity for the fiscal year ended June 30, 2021 follows:

Governmental activities:	Beginning Balance	Increase	Decrease	Ending Balance
Capital assets, not being depreciated:				
Land	$ 30,197,312	$ 129,759	$ -	$ 30,327,071
Artwork	307,115	64,015	-	371,129
Construction in progress	29,258,931	70,892,670	14,032,891	86,118,710
Right of way	90,844,947	-	-	90,844,947
Streetscape	9,061,008	-	-	9,061,008
Total capital assets, not being depreciated	159,669,313	71,086,444	14,032,891	216,722,866
Capital assets, being depreciated:				
Land improvements	4,669,247	-	-	4,669,247
Infrastructure	408,929,678	5,334,755	-	414,264,434
Buildings and improvements	287,505,585	12,621,227	-	300,126,812
Vehicles, furniture and equipment	56,375,045	9,938,998	1,063,871	65,250,173
Total capital assets, being depreciated	757,479,556	27,894,981	1,063,871	784,310,665
Less accumulated depreciation for:				
Land improvements	(2,422,521)	(376,242)	-	(2,798,763)
Infrastructure	(143,593,501)	(9,242,999)	-	(152,836,500)
Buildings and improvements	(89,338,885)	(9,245,378)	-	(98,584,263)
Vehicles, furniture and equipment	(35,891,864)	(4,468,976)	1,052,353	(39,308,487)
Total accumulated depreciation	(271,246,771)	(23,333,594)	1,052,353	(293,528,013)
Total capital assets, being depreciated, net	486,232,784	4,561,386	11,518	490,782,652
Governmental activities capital assets, net	$ 645,902,097	$ 75,647,830	$ 14,044,409	$ 707,505,518

Business-type activities:	Beginning	Increase	Decrease	Ending Balance
Capital assets, not being depreciated:				
Land	$ 8,155,895	$ -	$ -	$ 8,155,895
Artwork	146,978	-	-	146,978
Construction in progress	90,170,997	71,993,468	50,694,789	111,469,677
Total capital assets, not being depreciated	98,473,870	71,993,468	50,694,789	119,772,550
Capital assets, being depreciated:				
Infrastructure	224,561,643	10,444,393	-	235,006,036
Buildings and improvements	115,592,511	53,635,885	-	169,228,396
Vehicles, furniture and equipment	18,184,897	1,422,850	368,265	19,239,482
Water rights	21,088,078	-	-	21,088,078
Total capital assets, being depreciated	379,427,129	65,503,127	368,265	444,561,991
Less accumulated depreciation for:				
Infrastructure	(60,246,154)	(4,195,281)	-	(64,441,434)
Buildings and improvements	(30,011,829)	(4,184,025)	-	(34,195,853)
Vehicles, furniture and equipment	(11,290,308)	(1,006,703)	364,765	(11,932,245)
Water rights	(2,399,682)	(190,472)	-	(2,590,153)
Total accumulated depreciation	(103,947,972)	(9,576,479)	364,765	(113,159,686)
Total capital assets, being depreciated, net	275,479,157	55,926,648	3,500	331,402,305
Business-type activities capital assets, net	$ 373,953,027	$ 127,920,116	$ 50,698,289	$ 451,174,854

Depreciation expense was charged to functions/programs as follows:

Governmental activities:		Business-type activities:	
General government	$ 682,550	Water and wastewater	$9,350,051
Public safety	3,678,762	Sanitation	226,428
Highway and streets	13,571,488	Total depreciation expense	$9,576,479
Culture and recreation	4,034,117		
Public works	1,366,679		
Total depreciation expense	$ 23,333,596		

NOTE 5 LOAN PAYABLE

The City received a loan from the Water Infrastructure Finance Authority. The loan was used for expansion of an effluent wastewater facility and to rehabilitate an existing effluent lift station. The loan payable on June 30, 2021, is as follows:

Description	Interest Rate (Including Fees)	Maturity	Outstanding Principal June 30, 2021	Due Within One Year
Business-type activities				
Water Infrastructure Finance Authority Loan	2.00%	7/1/21-29	$ 2,488,002	$ 289,877
Total business-type activities			**$ 2,488,002**	**$ 289,877**

Annual debt service requirements to maturity on the loan payable on June 30, 2021 is summarized as follows:

Fiscal Year Ending June 30,	Principal	Interest
2022	289,877	49,760
2023	295,674	43,962
2024	301,588	38,050
2025	307,619	32,018
2026	313,772	25,864
2027-2031	979,472	39,438
	2,488,002	229,092

NOTE 6 GENERAL OBLIGATION BONDS PAYABLE

Bonds payable on June 30, 2021, consisted of the outstanding general obligation and refunding bonds presented below. The bonds are generally callable with interest payable semi-annually. Of the total amounts originally authorized, $70,486,616 remains unissued. The bonds payable on June 30, 2021, are presented below.

Purpose	Interest Rates	Remaining Maturities	Outstanding Principal June 30, 2021	Due Within One Year
Governmental activities:				
General Obligation Bonds Refunding Series 2016	2.00-4.00%	7/1/21-37	12,464,553	1,620,698
General Obligation Bonds Series 2017	3.00-5.00%	7/1/21-37	19,275,000	-
General Obligation Bonds Series 2019	2.00-3.00%	7/1/21-38	23,055,000	-
General Obligation Bonds Series 2020	3.00-5.00%	7/1/21-40	39,530,000	3,045,000
Total governmental activities			**$ 94,324,553**	**$ 4,665,698**
Business-type activities:				
General Obligation Bonds Refunding Series 2016	2.00-4.00%	7/1/21-37	28,100,447	2,304,302
General Obligation Bonds Refunding Series 2019	3.00-5.00%	7/1/27-29	4,105,000	-
General Obligation Bonds Refunding Series 2020	3.00-5.00%	7/1/21-30	8,275,000	755,000
Total business-type activities			**40,480,447**	**3,059,302**
Total			**$ 134,805,000**	**$ 7,725,000**

NOTE 6 GENERAL OBLIGATION BONDS PAYABLE

Annual debt service requirements to maturity on general obligation bonds payable on June 30, 2021, are summarized as follows:

Fiscal Year	Governmental Activities		Business-Type Activities	
Ending June 30,	Principal	Interest	Principal	Interest
2022	4,665,698	3,505,994	3,059,302	1,489,832
2023	5,043,495	3,128,715	3,126,505	1,421,098
2024	3,673,629	2,926,975	3,301,371	1,288,188
2025	3,802,327	2,799,429	3,412,672	1,164,432
2026	3,944,262	2,657,336	3,550,739	1,027,926
2027-2031	22,167,387	10,842,492	14,972,614	2,893,522
2032-2036	26,487,313	6,554,168	7,397,687	930,518
2037-2041	24,540,443	1,873,400	1,659,557	49,786
	94,324,555	34,288,510	40,480,447	10,265,302

On May 11, 2021, the City issued general obligation bonds with a par amount of $39,530,000, and coupon rates between 3.00 and 5.00 percent. The net proceeds of $45,389,505 included an original issue premium of $5,859,505 (after payment of $136,731 in underwriting fees and $157,774 in costs of issuance), $45,095,000 was immediately deposited into a project fund. The general obligation bonds were issued to fund the construction of the City of Goodyear Civic Square, which will house city hall, a library, and a park/gathering place.

NOTE 7 REVENUE BONDS PAYABLE

Revenue bonds payable on June 30, 2021, consisted of the outstanding revenue bonds and refunding bonds presented on the following table. The bonds are generally callable after 10 years with interest payable semi-annually.

Purpose	Interest Rates	Remaining Maturities	Outstanding Principal June 30, 2021	Due Within One Year
Governmental activities:				
Excise Tax Revenue Bond				
Taxable Excise Tax Revenue Refunding, Series 2021	.210-1.736%	7/1/21-27	24,735,000	880,000
			24,735,000	**880,000**
Public Improvement Corporation Municipal Facilities				
PIC Revenue Refunding Bonds, Series 2016A	3.00-5.00%	7/1/20-32	31,230,000	3,760,000
PIC Revenue Refunding Bonds, Series 2016B	4.00-5.00%	7/1/20-31	21,980,000	1,885,000
McDowell Road Commercial Improvement District Refunding Bonds, Series 2018	1.95-3.60%	1/1/20-31	23,315,000	2,235,000
Total			**76,525,000**	**7,880,000**
Direct borrowings or direct placements:				
Tax-Exempt Revenue Bonds, Series 2012A	2.48%	12/15/20-6/15/23	1,980,762	978,176
Taxable Revenue Bonds, Series 2012B	3.44%	12/15/20-6/15/23	243,156	119,505
Facitilties Revenue Bonds, Series 2017	3.31%	7/1/20-27	6,815,000	1,045,000
Total direct borrowings or direct placements			**9,038,918**	**2,142,681**
Total governmental activities			**$ 110,298,918**	**$ 10,902,681**
Business-type activities:				
Revenue Bonds, Series 2009	6.75%	7/1/49	$ 325,000	$ -
Revenue Bonds, Series 2016	2.00-5.00%	7/1/20-45	6,420,000	160,000
Revenue Bonds, Series 2020	2.00-5.00%	7/1/20-49	77,115,000	945,000
Revenue Bonds, Second Series 2020	3.00-4.00%	7/1/35-49	30,950,000	-
Revenue Refunding Bonds, Series 2020	2.00-5.00%	7/1/20-39	11,840,000	345,000
Revenue Refunding Taxable Bonds, Series 2020	1.428-3.506%	7/1/20-41	12,415,000	490,000
Total business-type activities			**139,065,000**	**1,940,000**
Total			**$ 249,363,918**	**$ 12,842,681**

NOTE 7 REVENUE BONDS PAYABLE

Revenue bond debt service requirements to maturity are as follows:

	Governmental Activities				Business-Type Activities	
			Direct Borrowings or Direct Placements			
Fiscal Year Ending June 30,	Principal	Interest	Principal	Interest	Principal	Interest
2022	8,760,000	3,327,117	2,142,681	276,017	1,940,000	5,319,710
2023	8,675,000	2,982,541	2,206,237	212,877	2,025,000	5,251,428
2024	8,840,000	2,817,241	1,115,000	155,239	2,070,000	5,168,118
2025	9,025,000	2,629,180	1,155,000	118,333	2,180,000	5,081,933
2026	9,250,000	2,409,367	1,190,000	80,102	2,245,000	5,022,781
2027-2031	50,750,000	6,938,400	1,230,000	40,713	15,870,000	23,343,858
2032-2036	5,960,000	178,800	-	-	21,310,000	19,438,302
2037-2041	-	-	-	-	31,280,000	14,579,990
2042-2046	-	-	-	-	35,460,000	7,996,590
2047-2051	-	-	-	-	24,685,000	1,617,206
	101,260,000	21,282,645	9,038,918	883,280	139,065,000	92,819,914

On May 6, 2021, the City issued refunding bonds with a par amount of $25,520,000, and coupon rates between .210% and 1.736%. The net proceeds of $25,201,010 included an underwriter's discount of $103,904 and costs of issuance of $215,086. Proceeds of $25,416,096, along with a City contribution of $258,825, were immediately deposited into an irrevocable trust. The trust will hold the proceeds until future debt service payments are made on the refunded the Public Improvement Corporation Municipal Facilities Revenue Funding Bonds, Series 2011A. The par amount of refunded bonds totaled $23,770,000. The refunding was undertaken to reduce total debt service payments by $2,149,042 over the next six years and resulted in present value savings of $2,055,039.

Pledged Revenue

A. Revenue Bonds

Revenue bonds are collateralized by a pledge of the gross revenues of the utility systems, as defined in the bond indentures. The bonds are payable solely from water and wastewater customer net revenues with the last scheduled debt service payment occurring on 7/1/2049. Proceeds of the bonds were used for improvements to the City's water and wastewater system. Principal and interest paid for the current year and total water and wastewater customer net revenues were $7,530,598 and $42,476,869, respectively.

B. Public Improvement Corporation Municipal Facilities Revenue Bonds

The public improvement corporation municipal facilities revenue bonds are secured by excise taxes or other undesignated general fund revenues and the property referred to as Goodyear Municipal Complex. Proceeds from the bonds were used to construct a major league baseball training facility as well as other municipal facilities. The last scheduled debt service payment on the bonds is 7/1/2032. Principal and interest paid, including the refunded bonds, for the current year and total pledged revenues were $34,515,742 and $139,901,726, respectively.

C. McDowell Road Corridor Improvement District Bonds

The City acts as an administrator for the McDowell Road Corridor Improvement District whereby

it collects the assessments levied against owners of property within the established district and disburses the amounts collected to retire the bonds issued to finance infrastructure improvements. The last scheduled debt service payment on the bond is 1/1/2031. On June 30, 2021, the special assessments receivable, together with amounts paid in advance and interest to be received over the life of the assessment period, is adequate for the scheduled maturities of the bonds payable and the related interest. Principal and interest paid for the current year and total revenues available to service the debt were $4,077,979 and $4,080,647, respectively.

The McDowell Road Corridor Improvement District bonds are collateralized by properties within the district. In the event of default by the property owner(s), the City may enforce an auction sale to satisfy the debt service requirements of the improvement bonds. The City is contingently liable on the bonds to the extent that proceeds from auction sales are insufficient to retire outstanding bonds.

NOTE 8 COMMUNITY FACILITIES DISTRICTS BONDS PAYABLE

Community Facilities District General Obligation Bonds are issued by Community Facilities Districts (CFDs), which are special purpose districts created specifically to acquire and improve public infrastructure in specified land areas. CFD bonds are repaid by ad valorem taxes levied directly by the districts and collected by the county. Property owners in the districts are assessed for district taxes and thus for all costs associated with the districts. The City has no liability for CFD bonds.

Community facilities district bonds payable on June 30, 2021, consisted of outstanding general obligation and special assessment bonds. The bonds are generally callable with interest payable semiannually. Community facilities district bonds payable on June 30, 2021, are presented below.

Purpose	Interest Rates	Remaining Maturities	Outstanding Principal June 30, 2021	Due Within One Year
General District No. 1:				
General Obligation Refunding Bonds, Series 2013	5.00%	7/15/28	$ 5,975,000	$ 785,000
Palm Valley:				
General Obligation Refunding Bonds, Series 2016	2.00-4.00%	7/15/32	4,440,000	355,000
Utilities District No. 1:				
General Obligation Refunding Bonds, Series 2014	4.00%	7/15/28	8,080,000	740,000
General Obligation Refunding Bonds, Series 2015	3.00-4.125%	7/15/29	4,575,000	315,000
General Obligation Refunding Bonds, Series 2016	2.00-4.00%	7/15/32	14,720,000	670,000
Wildflower Ranch District 1:				
General Obligation Bonds, Series 1997	6.50%	7/15/22	50,000	50,000
General Obligation Bonds, Series 1998	5.70-5.75%	7/15/23	130,000	50,000
Wildflower Ranch District 2:				
General Obligation Bonds, Series 2000	6.75-7.00%	7/15/25	205,000	45,000
General Obligation Bonds, Series 2001	5.875-5.90%	7/15/26	245,000	45,000
Estrella Mountain Ranch:				
Special Assessment Revenue Bonds, Series 2015M2	2.50-5.00%	7/1/39	4,051,000	152,000
General Obligation Refunding Bonds, Series 2017	3.00-5.00%	7/1/32	8,575,000	780,000
Special Assessment Revenue Bonds				
Series 2019 Lucero	2.60-4.75%	7/1/43	6,627,000	197,000
Total			**57,673,000**	**4,184,000**
Direct placements:				
Centerra:				
General Obligation Refunding Bonds, Series 2016	2.70%	7/15/31	2,139,000	195,000
General Obligation Bonds, Series 2016	2.70%	7/15/31	322,000	7,000
Cortina:				
General Obligation Refunding Bonds, Series 2017	3.18%	7/15/31	1,495,000	130,000
Cottonflower:				
General Obligation Refunding Bonds, Series 2017	2.92%	7/15/28	1,355,000	175,000
Estrella Mountain Ranch:				
Special Assessment Revenue Refunding Bonds				
Series 2018 Desert Village	3.15%	7/1/26	1,274,000	279,000
Series 2018 Golf Village	2.81%	7/1/24	794,000	361,000
Series 2018 Golf Village 2	3.67%	7/1/30	3,653,000	399,000
Series 2018 Montecito 2	3.75%	7/15/31	4,153,000	388,000
Total direct borrowings or direct placements			**15,185,000**	**1,934,000**
Total			**$ 72,858,000**	**$ 6,118,000**

NOTE 8 COMMUNITY FACILITIES DISTRICTS BONDS PAYABLE

Community Facilities District bonds debt service requirements to maturity are as follows:

Community Facilities Districts Bonds Payable

Fiscal Year	Governmental Activities			
			Direct Borrowings / Placements	
Ending June 30,	Principal	Interest	Principal	Interest
2022	4,184,000	2,344,081	1,934,000	506,910
2023	4,498,000	2,173,937	1,887,000	444,086
2024	4,767,000	1,992,436	1,853,000	382,296
2025	4,957,000	1,806,216	1,672,000	321,209
2026	5,105,000	1,597,576	1,688,000	265,142
2027-2031	24,200,000	5,001,488	6,151,000	561,723
2032-2036	6,247,000	1,444,058	-	-
2037-2041	2,827,000	582,735	-	-
2042-2046	888,000	63,983	-	-
2047-2051	-	-	-	-
	57,673,000	17,006,509	15,185,000	2,481,365

NOTE 9 CHANGES IN LONG-TERM LIABILITIES

Long-term liabilities activity for the year ended June 30, 2021 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Compensated absences payable	$ 6,350,085	$ 17,121,011	$16,559,006	$ 6,912,090	$ 2,764,154
General obligation bonds payable	59,297,867	39,530,000	4,503,314	94,324,553	4,665,698
Community Facilities District bonds payable	65,278,000	-	7,605,000	57,673,000	4,184,000
Direct borrowings or direct placements-CFD	17,210,000	-	2,025,000	15,185,000	1,934,000
Public improvement bonds payable	82,105,000	-	28,895,000	53,210,000	5,645,000
Direct borrowings or direct placements-PIC	11,118,776	-	2,079,858	9,038,918	2,142,681
Revenue bonds payable	26,610,000	24,735,000	3,295,000	48,050,000	3,115,000
Premiums	15,049,505	5,859,505	2,363,806	18,545,204	-
Discounts	(31,241)	-	(1,644)	(29,597)	-
Net OPEB liability	175,701	23,087	-	198,788	-
Net pension liability	67,243,613	16,213,887	-	83,457,500	-
Governmental activities long-term liabilities	$ 350,407,306	$ 103,482,490	$67,324,340	$ 386,565,456	$24,450,533
Business-type activities:					
Compensated absences payable	$ 580,722	$ 1,672,919	$ 1,541,335	$ 712,306	$ 326,157
General obligation bonds payable	43,307,133	-	2,826,666	40,480,467	3,059,302
Revenue bonds payable	141,220,000	-	2,155,000	139,065,000	1,940,000
Loans payable - Direct borrowing	2,772,195	-	284,193	2,488,002	289,877
Premiums	17,686,751	-	904,193	16,782,558	-
Discounts	-	-	-	-	-
Net OPEB liability	25,839	6,319	-	32,158	-
Net pension liability	5,691,277	1,567,236	-	7,258,513	-
Business-type activities long-term liabilities	$ 211,283,917	$ 3,246,474	$ 7,711,387	$ 206,819,004	$ 5,615,336

NOTE 9 CHANGES IN LONG-TERM LIABILITIES

The City's outstanding notes from direct borrowings and direct placements related to community facilities districts' debt of $15,185,000 are secured by either (1) an ad valorem tax on all taxable property; (2) an assessment levied on each lot in the assessment district; or (3) a debt reserve fund. These notes contain a provision that in the event of default the interest rate will increase, and the legal rights of the creditor will be enforced.

The City's outstanding notes from direct borrowings and direct placements related to the Public Improvement Corporation's debt of $9,038,918 are secured by the lease rental payments received pursuant to a Taxable and a Tax-Exempt Lease Agreement. These outstanding notes contain a provision that in an event of default the interest rate will increase, and the legal rights of the creditor will be enforced.

The City's outstanding note from direct borrowings and direct placements related to the business-type activities of $2,488,002 is secured by pledged water and wastewater revenues. This outstanding note contains a provision that in an event of default a late charge of 6% per annum will be charged and the legal rights of the creditor will be enforced.

NOTE 10 INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

Transfers during the fiscal year were as follows:

	Transfers Out	Transfers In
General Fund	$ 22,010,535	$ 8,418,960
Non Utility Development Impact Fee	16,999,774	1,256,445
GO Bond Capital Projects	-	20,649,441
Non-Major Governmental Funds	18,900	15,604,915
Water and Wastewater Fund	5,549,717	-
Sanitation Fund	1,350,835	-
Total	$ 45,929,761	$ 45,929,761

All transfers made during the year were to cover operations or debt service as approved during budget development.

NOTE 11 CONTINGENT LIABILITIES

Federal and State grants and loans - The City has received a number of grants and loans from both the Federal and State governments. Although the programs have been audited, not all audits have been approved as of June 30, 2021; however, the City expects no material disallowances of expenditures.

Lawsuits - The City is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the City's legal counsel, the resolution of these matters will not have a material adverse effect on the financial condition of the City.

NOTE 11 CONTINGENT LIABILITIES

Commitments - The City is contingently liable for payments from the general fund to entities that the City has entered into job credit agreements for establishing businesses within the City. These credits will be paid out when the established criteria are met for job creation and other economic growth factors as specified by the development agreements. Each year the City appropriates for these obligations through the budget process.

NOTE 12 RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The City's property and liability insurance protection is provided by the Arizona Municipal Risk Retention Pool, of which the City is a participating member. The Arizona Municipal Risk Retention Pool is structured such that member premiums are based on an actuarial review that will provide adequate reserves to allow the pool to meet its expected financial obligations. The pool has authority to assess its members additional premiums should reserve and annual premiums be insufficient to meet the pool's obligations.

The City established a Self-Insurance Trust (an Internal Service Fund) to account for and finance its uninsured risk loss related to healthcare claims. Under this program, the Fund provides coverage for up to a maximum of $250,000 for each claim, not to exceed an annual aggregate of $15,673,387. The Fund purchases commercial insurance for claims in excess of this coverage. Settled claims have not exceeded the annual aggregate in any of the past five fiscal years.

Liabilities of the fund are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The result of the process to estimate the claims liability is not an exact amount as it depends on many complex factors, such as inflation, changes in legal doctrines, and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claim settlement trends (including frequency and amount of pay-outs), and other economic and social factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. Estimated recoveries, for example from subrogation, are another component of the claims liability estimate. Changes in the balances of claims liabilities during the past two years are as follows:

	Claims Payable Beginning of Year	Current Year Claims and Changes in Estimates	Claim Payments	Claims Payable at End of Year
Healthcare Benefits				
2020-21	$ 568,703	$ 8,509,024	$ 8,380,133	$ 697,594

The City continues to carry commercial insurance for workers compensation. Settled claims have not exceeded commercial insurance coverage in any of the past five fiscal years.

NOTE 13 PENSIONS AND OTHER POSTEMPLOYMENT BENEFITS

The City contributes to the plans described below. The plans are component units of the State of Arizona.

Aggregate Amounts. At June 30, 2021, the City reported the following aggregate amounts related to pensions and other postemployment benefits (OPEB) for all plans to which it contributes.

	FY2021		
	Governmental Activities	Business-type Activities	Total
Net pension and OPEB assets	$ 440,825	$ 30,295	$ 471,120
Net pension and OPEB liability	83,656,288	7,290,671	90,946,959
Deferred outflows of resources	56,151,747	1,582,449	57,734,196
Deferred inflows of resources	4,176,583	151,406	4,327,989
Pension and OPEB expense	13,876,020	886,606	14,762,626

The City reported $13,876,020 of pension and OPEB contributions as expenditures in the governmental funds related to all plans to which it contributes.

A. Arizona State Retirement System

Plan Description. City employees participate in the Arizona State Retirement System (ASRS). The ASRS administers a cost-sharing multiple-employer defined benefit pension plan, a cost-sharing multiple-employer defined benefit health insurance premium benefit (OPEB) plan, and a cost-sharing multiple-employer defined benefit long-term disability (OPEB) plan. The Arizona State Retirement System Board governs the ASRS according to the provisions of A.R.S. Title 38, Chapter 5, Articles 2 and 2.1. The ASRS issues a publicly available financial report that includes its financial statements and required supplementary information. The report is available on the ASRS website at www.azasrs.gov.

Benefits Provided. The ASRS provides retirement, health insurance premium supplement, long-term disability, and survivor benefits. State statute establishes benefit terms. Retirement benefits are calculated on the basis of age, average monthly compensation, and service credit as follows:

	Retirement Initial Membership Date:	
	Before July 1, 2011	On or After July 1, 2011
Years of service and age required to receive benefit	Sum of years and age equals 80 10 years, age 62 5 years, age 50* Any years, age 65	30 years, age 55 25 years, age 60 10 years, age 62 5 years, age 50* Any years, age 65
Final average salary is based on	Highest 36 months of last 120 months	Highest 60 months of last 120 months
Benefit percent per year of service	2.1% to 2.3%	2.1% to 2.3%

*With actuarially reduced benefits

NOTE 13 PENSIONS AND OTHER POSTEMPLOYMENT BENEFITS

Retirement benefits for members who joined the ASRS prior to September 13, 2013, are subject to automatic cost-of-living adjustments based on excess investment earnings. Members with a membership date on or after September 13, 2013, are not eligible for cost-of-living adjustments. Survivor benefits are payable upon a member's death. For retired members, the survivor benefit is determined by the retirement benefit option chosen. For all other members, the beneficiary is entitled to the member's account balance that includes the member's contributions and employer's contributions, plus interest earned.

Retired and disabled members, with at least five years of credited service, are eligible to receive health insurance premium benefits. The benefits are payable only with respect to allowable health insurance premiums for which the member is responsible. For members with 10 or more years of service, benefits range from $100 per month to $260 per month depending on the age of the member and dependents. For members with five to nine years of service, the benefits are the same dollar amounts as above multiplied by a vesting fraction based on completed years of service.

Active members are eligible for a long-term disability benefit in the event they become unable to perform their work. The monthly benefit is equal to two-thirds of their monthly earnings. Members receiving benefits continue to earn service credit up to their normal retirement dates. Members with long-term disability commencement dates after June 30, 1999 are limited to 30 years of service or the service on record as of the effective disability date, if their service is greater than 30 years.

Contributions. In accordance with state statutes, annual actuarial valuations determine active member and employer contribution requirements. The combined active member and employer contribution rates are expected to finance the costs of benefits employees earn during the year, with an additional amount to finance any unfunded accrued liability. For the current fiscal year, active ASRS members were required by statute to contribute at the actuarially determined rate of 12.22 percent (12.04 percent for retirement and 0.18 percent for long-term disability) of the members' annual covered payroll, and the City was required by statute to contribute at the actuarially determined rate of 12.22 percent (11.65 percent for retirement, 0.39 percent for health insurance premium benefit, and 0.18 percent for long-term disability) of the active members' annual covered payroll.

	Contributions
Pension	$ 3,729,453
Health Insurance Premium	124,849
Long-Term Disability	57,622

Employers are also required to pay an Alternate Contribution Rate (ACR), for retired members who return to work in positions that would typically be filled by an employee who contributes to ASRS. The City was required by statute to contribute at the actuarially determined rate of 10.21 percent (10.14 for retirement and 0.07 percent for long-term disability). ACR contributions are included in employer contributions presented above.

NOTE 13 PENSIONS AND OTHER POSTEMPLOYMENT BENEFITS

The City's pension and OPEB contributions are paid by the same funds as the employee's salary, with the largest components coming from the General Fund and the Water and Wastewater Fund.

Pension and OPEB Assets/Liability. The net pension and OPEB assets/liability were measured as of June 30, 2020. The total liability used to calculate the net asset or net liability was determined using update procedures to roll forward the total liability from an actuarial valuation as of June 30, 2019, to the measurement date of June 30, 2020. The City's proportion of the net asset/liability was based on the City's actual contributions to the applicable plan relative to the total of all participating employers' contributions to the plan for the year ended June 30, 2020.

At June 30, 2021, the City reported the following amounts for its proportionate share of the ASRS plans net assets/liability. In addition, at June 30, 2020, the City's percentage proportion for each plan and the related change from its proportion measured as of June 30, 2019 was:

	Net (Assets) Liability	City % Proportion	Increase (Decrease)
Pension	$ 45,605,133	0.263	0.01
Health Insurance Premium	(190,345)	0.269	0.01
Long-Term Disability	202,049	0.266	0.01

Pension/OPEB Expense and Deferred Outflows/Inflows of Resources. The City has deferred outflows and inflows of resources related to the net pension and OPEB assets/liability. Certain changes in the net pension and OPEB assets/liability are recognized as pension and OPEB expense over a period of time rather than the year of occurrence. For the year ended June 30, 2021, the City recognized pension and OPEB expense as follows:

	Expense
Pension	$ 5,435,475
Health Insurance Premium	60,242
Long-Term Disability	65,177

The City reported deferred outflows of resources and deferred inflows of resources related to pensions and OPEB from the following sources:

	Deferred Outflows of Resources		
	Pension	Health Insurance Premium	Long-Term Disability
Differences between expected and actual experience	$ 412,577	$ -	$ 17,583
Changes of assumptions or other inputs	-	105,526	21,770
Net difference between projected and actual earnings on pension investments	4,398,668	194,757	22,245
Changes in porportion and differences between contributions and proportionate share of contributions	846,384	830	10,228
Contributions subsequent to the measurement date	3,729,453	124,849	57,622
Total	$ 9,387,082	$ 425,962	$ 129,448

	Deferred Inflows of Resources		
	Pension	Health Insurance Premium	Long-Term Disability
Differences between expected and actual experience	$ -	$ 375,062	$ 5,203
Changes of assumptions or other inputs	-	-	-
Net difference between projected and actual earnings on pension investments	-	-	-
Changes in porportion and differences between contributions and proportionate share of contributions	566,658	1,200	3,163
Total	$ 566,658	$ 376,262	$ 8,366

The amounts of deferred outflows of resources resulting from contributions subsequent to the measurement date as reported in the table above will be recognized as an adjustment of the net pension and OPEB assets/liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions and OPEB will be recognized in pension and OPEB expense as follows:

Year Ending June 30:	Pension	Health Insurance Premium	Long-Term Disability
2022	$ 389,719	$ (40,415)	$ 10,525
2023	1,749,722	789	14,134
2024	1,591,045	9,668	14,796
2025	1,360,485	(10,641)	13,421
2026	-	(34,550)	7,660
Thereafter	-	-	2,924

Actuarial Assumptions. The significant actuarial assumptions used to measure the total pension and OPEB liability are as follows:

Actuarial valuation date	June 30, 2019
Actuarial roll forward date	June 30, 2020
Actuarial cost method	Entry age normal
Investment rate of return	7.5%
Projected salary increases	2.7-7.2% for pensions/not applicable for OPEB
Inflation	2.3%
Permanent base increases	Included for pensions/not applicable for OPEB
Mortality rates	2017 SRA Scale U-MP for pensions and health insurance premium benefit
Recovery rates	2012 GLDT for long-term disability
Healthcare cost trend rate	Not applicable

The actuarial assumptions used in the June 30, 2019 valuation were based on the results of an actuarial experience study for the five-year period ended June 30, 2016. The purpose of the

experience study was to review actual experience in relation to the actuarial assumptions in effect. The ASRS Board adopted the experience study recommended changes which were applied to the June 30, 2017, actuarial valuation. The study did not include an analysis of the assumed investment rate of return.

The long-term expected rate of return on ASRS plan investments was determined to be 7.5 percent using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class for all ASRS plans are summarized in the following table:

Asset Class	Target Allocation	Long-Term Geometric Real Rate of Return
Equity	50%	6.39%
Fixed income - credit	20%	5.44%
Fixed income- interest rate sensitive	10%	0.22%
Real estate	20%	5.85%
Total	100%	

Discount Rate. The discount rate used to measure the ASRS total pension and OPEB liability was 7.5 percent, which was the same discount rate used as of June 30, 2020. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the ASRS Board's funding policy, which establishes the contractually required rate under Arizona statute. Based on those assumptions, the plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on investments was applied to all periods of projected benefit payments to determine the total pension and OPEB liability.

Sensitivity of the Proportionate Share of the Net Pension and OPEB Assets/Liability to Changes in the Discount Rate. The following presents the City's proportionate share of the net pension and OPEB assets/liability calculated using the discount rate of 7.5 percent, as well as what the proportionate share of the net pension and OPEB assets/liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

	Proportionate share of the net (assets) liability		
	1% Decrease	Current Discount Rate	1% Increase
Rate	6.5%	7.5%	8.5%
Pension	$ 62,364,401	$ 45,605,133	$ 31,595,247
Health Insurance Premium	249,752	(190,345)	(564,883)
Long-Term Disability	220,604	202,049	17,583

Pension and OPEB Plan Fiduciary Net Position. Detailed information about the pension and OPEB plan's fiduciary net position is available in the separately issued ASRS financial report. The report is available on the ASRS website at www.azasrs.gov.

B. Public Safety Personnel Retirement System

Plan Descriptions. City public safety employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS). The PSPRS administers an agent multiple-employer defined benefit pension plan and an agent multiple-employer defined benefit health insurance premium benefit (OPEB) plan. A nine-member board known as the Board of Trustees and the participating local boards govern the PSPRS according to the provisions of A.R.S. Title 38, Chapter 5, Article 4. Employees who were PSPRS members before July 1, 2017, participate in the agent plans, and those who became PSPRS members on or after July 1, 2017, participate in the cost-sharing plans (PSPRS Tier 3 Risk Pool).

The PSPRS issues a publicly available financial report that includes their financial statements and required supplementary information. The report is available on the PSPRS website at www.psprs.com.

Benefits Provided. The PSPRS provides retirement, health insurance premium supplement, disability, and survivor benefits. State statute establishes benefits terms. Certain retirement, disability, and survivor benefits are calculated on the basis of age, average monthly compensation, and service credit as follows. See the publicly available PSPRS financial report for additional benefits information.

	Retirement Initial Membership Date:		
	Tier 1	Tier 2	Tier 3
Years of service and age required to receive benefit	20 years of service, any age or 15 years of service, age 62	25 years or 15 years of credited service, age 52.5	15 years of credited service, age 52.5 or 15 or more years of service, age 55
Final average salary is based on	Highest 36 consecutive months of last 20 years	Highest 60 consecutive months of last 20 years	Highest 60 consecutive months of last 15 years
Normal retirement	50% less 4.0% for each year of credited service less than 20 years or plus 2.0% to 2.5% for each year of credited service over 20 years, not to exceed 80%	1.5 % to 2.5% per year of credited service, not to exceed 80%	1.5 % to 2.5% per year of credited service, not to exceed 80%

Accidental disability retirement	50% or normal retirement, whichever is greater
Catastrophic disability retirement	90% of the first 60 months then reduced to either 62.5% or normal retirement, whichever is greater
Ordinary disability retirement	Normal retirement calculated with actual years of credited service or 20 years of credited service, whichever is greater, multiplied by years of credited service (not to exceed 20 years) divided by 20
Survivor benefit:	
Retired members	80% to 100% of retired member's pension benefit
Active members	80% of accidental disability retirement benefit or 100% of average monthly compensation if death was the result of injuries received on the job

Retirement and survivor benefits are subject to automatic cost-of-living adjustments based on inflation. PSPRS also provides temporary disability benefits of 50 percent of the member's compensation for up to 12 months.

Health insurance premium benefits are available to retired or disabled members with 5 years of credited service. The benefits are payable only with respect to allowable health insurance premiums for which the member is responsible. Benefits range from $100 per month to $260 per month depending on the age of the member and dependents.

Employees Covered by Benefit Terms. At June 30, 2021 the following employees were covered by the agent plan's benefit terms:

	PSPRS - Police		PSPRS - Fire	
	Pension	Health Insurance	Pension	Health Insurance
Retirees and beneficiaries	26	26	13	13
Inactive, non-retired members	28	8	13	11
Active members	101	101	91	91
Total	155	135	117	115

Contributions. State statutes establish the pension contribution requirements for active PSPRS employees. In accordance with state statutes, annual actuarial valuations determine employer contribution requirements for PSPRS pension and health insurance premium benefits. The combined active member and employer contribution rates are expected to finance the costs of benefits employees earn during the year, with an additional amount to finance any unfunded accrued liability. Contributions rates for the year ended June 30, 2021, are indicated below. Rates are a percentage of active members' annual covered payroll.

	Tier 1 & 2		Tier 3	
	PSPRS - Police	PSPRS - Fire	PSPRS - Police	PSPRS - Fire
Active members - pension	7.65% to 11.65%		9.21%	9.21%
City of Goodyear:				
Pension	30.37%	27.50%	24.18%	21.31%
Health insurance	0.23%	0.38%	0.14%	0.14%

Employers are also required to pay an Alternate Contribution Rate (ACR), for retired members who return to work in positions that would typically be filled by an employee who contributes to PSPRS. The City was required by statute to contribute at the actuarially determined rate of 11.51 percent for fire PSPRS and 14.38 percent for Police PSPRS. ACR contributions are included in employer contributions presented above.

In addition to the current contributions shown below, the City made a $12,000,000 payment towards its unfunded liability with PSPRS Police, and $12,000,000 payment towards its PSPRS Fire unfunded liability.

The contributions to the pension and OPEB plans for the year ended were:

	Contributions	
	PSPRS - Police	PSPRS - Fire
Pension	$ 1,953,578	$ 1,952,580
Pension - Tier 2	930,031	202,995
Pension - Tier 3	162,636	331,088
Health insurance	14,901	29,009
Health insurance - Tier 2	8,813	2,882
Health insurance - Tier 3	1,104	3,631

The City's pension and OPEB contributions are paid by the same funds as the employee's salary, with the largest component coming from the General Fund.

Pension and OPEB Assets/Liability. At June 30, 2021, the City reported the following assets and liabilities.

	Net (Asset) Liability	
	PSPRS - Police	PSPRS - Fire
Pension	$ 23,986,393	$ 21,124,487
Health insurance	(280,775)	28,897

The net pension and OPEB assets/liability were measured as of June 30, 2020. The total liability used to calculate the net asset or liability was determined by an actuarial valuation as of that date. The total liability as of June 30, 2020, reflects no changes of actuarial assumptions to the investment rate of return of 7.3 percent or the mortality rates.

Actuarial Assumptions. The significant actuarial assumptions used to measure the total pension/OPEB liability are as follows:

Actuarial valuation date	June 30, 2020
Actuarial cost method	Entry age normal
Investment rate of return Tier 1 & 2	7.3%,
Investment rate of return Tier 3	7.0%,
Wage inflation	3.5% for pensions/not applicable for OPEB
Price inflation	2.5% for pensions/not applicable for OPEB
Cost-of-living adjustment	1.75% for pensions/not applicable for OPEB
Mortality rates	Mortality rate was updated to reflect the PubS-2010 Tables
Healthcare cost trend rate	Not applicable

Actuarial assumptions used in the June 30, 2020, valuation were based on the results of an actuarial experience study for the 5-year period ended June 30, 2017.

The long-term expected rate of return on PSPRS plan investments was determined to be 7.30 percent using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of plan investment expenses and inflation) are developed for each major asset class. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Geometric Real Rate of Return
U.S. public Equity	23%	4.93%
International Public Equity	15%	6.09%
Global Private Equity	18%	8.42%
Other Assets	7%	5.61%
Core Bonds	2%	0.22%
Private Credit	22%	5.31%
Diversifying Strategies	12%	3.22%
Cash – Mellon	1%	(0.60)%
Total	100%	

Discount Rate. At June 30, 2020, the discount rate used to measure the total pension and OPEB liability was 7.3 percent, which was which is the same discount rate used in the previous year, June 30, 2019.

The projection of cash flows used to determine the PSPRS discount rates assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the actuarially determined contribution rate and the member rate.

Based on those assumptions, the plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term

expected rate of return on plan investments was applied to all periods of projected benefit payments for these plans to determine the total pension and OPEB liability.

Changes in Net (Assets)/Liability

	Pension Increase (Decrease)			Health Insurance Increase (Decrease)		
	Total (Assets) Liability	Plan Fiduciary Net Position	Net (Assets) Liability	Total (Assets) Liability	Plan Fiduciary Net Position	Net (Assets) Liability
PSPRS - Police						
Balances at June 30, 2020	$55,265,788	$34,888,797	$20,376,991	$740,060	$ 976,029	$(235,969)
Change for the year:						
Service cost	2,269,992	-	2,269,992	40,698	-	40,698
Interest on the total liability	4,141,357	-	4,141,357	57,502	-	57,502
Changes of benefit terms	-	-	-	-	-	-
Differences between expected and actual experience in the measurement of the liability	1,426,978	-	1,426,978	(103,246)	-	(103,246)
Changes of assumptions or other inputs	-	-	-	-	-	-
Contributions - employer	-	2,900,958	(2,900,958)	-	28,426	(28,426)
Contributions - employee	-	870,194	(870,194)	-	-	-
Net investment income	-	479,482	(479,482)	-	12,337	(12,337)
Benefit payments, including refunds of employee contributions	(1,609,732)	(1,609,732)	-	(7,405)	(7,405)	-
Administrative expense	-	(39,094)	39,094	-	(1,003)	1,003
Other changes/Adjustments to PY	-	17,385	(17,385)	-	-	-
Net changes	6,228,595	2,619,193	3,609,402	(12,451)	32,355	(44,806)
Balances at June 30, 2021	$61,494,383	$37,507,990	$23,986,393	$727,609	$ 1,008,384	$(280,775)

	Pension Increase (Decrease)			Health Insurance Increase (Decrease)		
	Total (Assets) Liability	Plan Fiduciary Net Position	Net (Assets) Liability	Total (Assets) Liability	Plan Fiduciary Net Position	Net (Assets) Liability
PSPRS - Fire						
Balances at June 30, 2019	$54,071,103	$38,563,377	$15,507,726	$790,892	$ 757,762	$ 33,130
Change for the year:						
Service cost	1,996,708	-	1,996,708	31,919	-	31,919
Interest on the total liability	4,060,626	-	4,060,626	60,500	-	60,500
Changes of benefit terms	-	-	-	-	-	-
Differences between expected and actual experience in the measurement of the liability	3,164,096	-	3,164,096	(61,104)	-	(61,104)
Changes of assumptions or other inputs	-	-	-	-	-	-
Contributions - employer	-	2,448,698	(2,448,698)	-	26,821	(26,821)
Contributions - employee	-	668,206	(668,206)	-	-	-
Net investment income	-	531,059	(531,059)	-	9,500	(9,500)
Benefit payments, including refunds of employee contributions	(885,597)	(885,597)	-	(10,499)	(10,499)	-
Administrative expense	-	(43,297)	43,297	-	(773)	773
Other changes/Adjustments to PY	-	3	(3)	-	-	-
Net changes	8,335,833	2,719,072	5,616,761	20,816	25,049	(4,233)
Balances at June 30, 2020	$62,406,936	$41,282,449	$21,124,487	$811,708	$ 782,811	$ 28,897

Sensitivity of the Net Pension and OPEB Assets (Liability) to Changes in the Discount Rate. The following presents the **City/Town**'s net pension and OPEB assets (liability) calculated using the discount rates noted above, as well as what the net assets (liability) would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
PSPRS - Police			
Rate	6.30%	7.30%	8.30%
Net pension (assets) liability	$ 33,836,445	$ 23,986,393	$ 16,079,897
Net OPEB (assets) liability	(180,334)	(280,775)	(364,402)
PSPRS - Fire			
Rate	6.30%	7.30%	8.30%
Net pension (assets) liability	$ 31,352,345	$ 21,124,487	$ 12,881,353
Net OPEB (assets) liability	135,090	28,897	(60,168)

Plan Fiduciary Net Position. Detailed information about the plans' fiduciary net position is available in the separately issued PSPRS financial report. The report is available on the PSPRS website at www.psprs.com.

Expense. For the year ended June 30, 2021, the City recognized the following as pension and OPEB expense:

	Expense	
	PSPRS - Police	PSPRS - Fire
Pension	$ 4,795,443	$ 4,384,753
Health insurance	(781)	19,536

Deferred Outflows/Inflows of Resources. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions and OPEB from the following sources:

	Pension		Health Insurance	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
PSPRS - Police				
Differences between expected and actual experience	$ 2,753,243	$ 617,572	$ 10,214	$ 260,440
Changes of assumptions or other inputs	1,912,402	-	11,824	31,502
Net difference between projected and actual earnings on plan investments	1,922,305	-	53,629	
Changes in proportion and differences between contributions and proportionate share of contributions	-	-	-	-
Contributions subsequent to the measurement date	15,002,998	-	68,065	-
Total	$ 21,590,948	$ 617,572	$ 143,732	$ 291,942

PSPRS - Fire				
Differences between expected and actual experience	$ 7,164,452	$ 2,257,572	$ 14,092	$ 153,106
Changes of assumptions or other inputs	2,173,954	-	12,440	56,512
Net difference between projected and actual earnings on plan investments	2,172,994	-	41,904	
Changes in proportion and differences between contributions and proportionate share of contributions	-	-	-	-
Contributions subsequent to the measurement date	14,364,140	-	158,045	-
Total	$ 25,875,540	$ 2,257,572	$ 226,481	$ 209,618

The amounts of deferred outflows of resources resulting from contributions subsequent to the measurement date as reported in the table above will be recognized as an adjustment of the net pension and OPEB assets/liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions and OPEB will be recognized in pension and OPEB expense as follows:

	PSPRS - Police		PSPRS - Fire	
Year Ending June 30:	Pension	Health Insurance	Pension	Health Insurance
2022	1,373,448	(28,004)	1,499,625	(17,771)
2023	1,500,133	(21,636)	1,732,970	(12,929)
2024	1,152,759	(22,375)	1,699,006	(13,560)
2025	878,549	(22,982)	1,564,917	(16,352)
2026	449,576	(29,811)	1,099,841	(25,629)
Thereafter	615,913	(91,467)	1,612,469	(54,941)

C. Goodyear Volunteer and Reserve Firefighter Retirement Trust Plan

The Goodyear Volunteer and Reserve Firefighter Retirement Trust Plan is a single-employer defined contribution plan, which was approved by the City Council on February 27, 1990, under Arizona Revised Statutes Section 9-981. The authority to establish and amend benefit provisions rests with the City Council. In December 1999, the council revised the pension and benefit program for the part-time firefighters. The City discontinued using part-time firefighters as of December 1, 2005.

The assets of the plan are valued annually and the earnings or loss is distributed among the participant's accounts in the plan. The only expenditures being made from this fund are administration fees, benefit payments, and refunds to those firefighters who leave the service of the Fire Department before becoming eligible for pension benefits. The cost of administering the plan is financed from investment earnings. Retirement with full benefits can be at age fifty (50) or fifteen years of credited service. This plan was fully vested as of June 30, 2021. As of June 30, 2021, there were five eligible employees participating in the plan. The plan was administered by Innes Associates LTD.

NOTE 13 PENSIONS AND OTHER POSTEMPLOYMENT BENEFITS

As of June 30, 2021, the plan's assets consisted of the following:

Cash and Cash Alternatives	$ 28,813
Mutual Funds	693,947
	$ 722,760

The plan has never had an actuarial valuation; however, benefits cannot exceed plan assets. The market values of mutual funds are determined from readily available market quotations. The fund uses the accrual basis of accounting. Contributions are recognized when earned; benefits and refunds are expensed when incurred. Separate audited financial statements of this employee benefit plan are not available.

NOTE 14 EXCESS OF EXPENDITURES OVER APPROPRIATIONS

For the year ended, June 30, 2021, expenditures did not exceed budget at the fund level in any funds.

NOTE 15 FUND BALANCE CLASSIFICATIONS

	General Fund	Non Utility Development Impact Fees Capital Projects	GO Bonds Capital Projects	McDowell Road Commerical Corridor ID Debt Service Fund	Community Facilities Districts Debt Service Fund	Non-Major Funds	Total Governmental Funds
Fund Balances (deficits):							
Nonspendable							
Inventory	$ 283,305	$ -	$ -	$ -	$ -	$ 521,217	$ 804,522
Prepaid items	2,159,059	-	-	-	-	-	2,159,059
Restricted							
Capital projects	-	-	38,019,761	-	-	-	38,019,761
Community facilities districts operatior	-	-	-	-	-	5,643,082	5,643,082
Court	453,814	-	-	-	-	-	453,814
Debt service	-	-	-	231,689	1,259,320	786,066	2,277,075
Development impact fees	-	55,713,143	-	-	-	-	55,713,143
Grants	-	-	-	-	-	-	-
Law enforcement	372,270	-	-	-	-	-	372,270
Streets	-	-	-	-	-	70	70
Tourism	-	-	-	-	-	62,500	62,500
Transit	1,260,501	-	-	-	-	-	1,260,501
Committed							
Ball park	-	-	-	-	-	3,729,087	3,729,087
Assigned							
Fire asset reserve	987,419	-	-	-	-	-	987,419
Fleet replacement	5,953,763	-	-	-	-	-	5,953,763
IT replacement	3,209,868	-	-	-	-	-	3,209,868
Risk management	750,000	-	-	-	-	-	750,000
Parks management	3,103,501	-	-	-	-	-	3,103,501
Traffic signal reserve	1,387,206	-	-	-	-	-	1,387,206
General Fund FY2022 Budget	98,074,000	-	-	-	-	-	98,074,000
Unassigned	29,258,434	-	-	-	-	(150,748)	29,107,686
Total fund balances	$ 147,253,140	$ 55,713,143	$ 38,019,761	$ 231,689	$ 1,259,320	$ 10,591,274	$ 253,068,327

NOTE 16 DEFICIT FUND BALANCES

As of June 30, 2021, the Grants Fund had a deficit fund balance of $150,748. The deficit exists due to timing of reimbursements for grant related expenses. Specifically, some reimbursements were not received within 60 days of the end of the fiscal year. The deficit is expected to be resolved in the subsequent fiscal year. Further detail can be found in the budget to actual schedule within the supplemental information.

NOTE 17 COMMITMENTS

Construction Commitments

The City has active construction projects as of June 30, 2021. The commitments for these active projects are being financed from existing fund balances. The balances for work not yet complete as of June 30, 2021 were as follows:

Project	Amount
30006 - Fire Truck - Pumper	$ 417,692
35002 - New World Systems/Tyler CAD Upgrade	150,000
41003 - Enhanced Bullard Landscape and Branding	210,839
42001 - 86 Acre Recreation Campus - RID	55,689
42008 - Recreation Campus - Estrella Pkwy	646,598
42009 - Recreation Campus - Harrison St.	203,058
42013 - Traffic Signal - Camelback and Perryville	10,512
42016 - Civic Square	1,481,051
42034 - Goodyear Recreation Campus GMP # 1 & 2	101,025
50004 - Goodyear Community Park Maintenance Bldg E>	17,022
35003 - Police Building Phase II	960,113
42016 - Civic Square at Estrella Falls	63,904,271
42024 - North Subdivision Street Lights	29,598
42026 - Estrella Pkwy/Vineyard Rd to MC85	118,294
42027 - Estrella Pkwy/PebbleCreek Prkwy and I-10 Inter	145,354
42029 - McDowell Rd and Citrus Rd Intersection	129,707
50001 - Recreation Campus - Recreation Center - Non Ut	946,455
50002 - Recreation Campus - 30 Acre Park - Non Utility D	920,037
50003 - Recreation Camus - Aquatic Facility - GO Bonds	362,381
60001 - Municipal Ops Parking & Infrastructure Improv.	700,038
60005 - Site 13 & 23 TTHM Mitigation	634,252
60015 - Surface Water Project	16,550,854
60035 - Manzanita Heights	54,723
60036 - QS 59 Repair & Rehab Design	52,333
60041 - WaterMain Replacement	76,656
60045 - Litchfield Rd Water Transmission Main Improvei	200,487
60046 - Historic Goodyear Waterlines	260,785
60052 - GY WRF - Blower Bldg Coolers	515,114
60058 - Rainbow Valley Lift Station Odor Control	208,554
60059 - Water and Wastewater SCADA	683,907
	$ 90,747,394

NOTE 17 COMMITMENTS

Encumbrances

In order to facilitate effective planning and control of funds, encumbrances are used to plan for certain items. Encumbrance amounts have been classified as assigned, unless classified as restricted or committed due to the nature of the fund. As of June 30, 2021, the encumbrances to be honored in the next fiscal year are as follows:

Fund	Amount
General Fund	$ 2,920,438
Non-Utility Development Impact Fees	$ 2,141,553
GO Bonds Capital Projects	$ 65,747,703
Total Governmental Funds	**$ 70,809,694**
Water & Wastewater Fund	$ 19,937,700
Total Proprietary Funds	**$ 19,937,700**

NOTE 18 TAX ABATEMENT AGREEMENTS

GPLET

The City enters into government property lease agreements with private parties. All property taxes are abated on these lease agreements; however, the private party may be subject to a government property lease excise tax (GPLET) in lieu of property taxes. GPLET is calculated based on rates state statute establishes on the property's square footage and use. The property tax abatement applies to private parties developing and occupying a government property for at least 30 consecutive days.

Under the City's government property lease agreements, private parties are committed to the construction of any improvements and the operation and maintenance of the improvements. The City has no commitments under these agreements other than to abate taxes.

For the year ended June 30, 2021, government property lease agreements the City entered into reduced the City tax revenues by $397,330.

Foreign Trade Zone

The City has a foreign trade zone within its limits. Arizona state law allows for any property within a foreign trade zone to be subject to a reduced property valuation rate of 5% down from 18%. Under the City's foreign trade zones, business can qualify one of four ways:

1. Developers can construct a zone I-1 site of at least 200,000 square feet in a foreign trade zone.

2. Qualifying manufacturing companies can invest at least $25 million in capital equipment and real property, construct a 75,000 square feet building, employ a minimum of 75 full-time employees with 51% paid 125% of the state median annual wage and paid 75% of employees' health insurance premiums.

3. Internet fulfillment companies can locate within a designated foreign trade zone building, generate a minimum of $25 million of Arizona end-user sales and invest at least $25 million in capital equipment and real property.

4. Businesses can locate within one of the federally approved Magnet foreign trade zones and comply with the City's Foreign Trade Zone policy and federal requirements.

For the year ended June 30, 2021, properties within the foreign trade zones reduced the City tax revenues by $310,971.

Sales Tax Abatements

The City has entered into agreements with developers to reimburse for the construction of public infrastructure that will benefit the community. These reimbursements are paid to developers over time from the collection of sales taxes. Payments to developers are considered during the City's budget process. For the year ended June 30, 2021, the one developer agreement reduced City sales tax revenues by $2,024,577.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF GOODYEAR, ARIZONA
GENERAL FUND
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget
REVENUES				
Taxes	$ 78,932,400	$ 78,932,400	$ 112,312,049	$ 33,379,649
Licenses and permits	8,271,800	9,253,700	19,073,277	9,819,577
Intergovernmental revenues	23,731,000	24,631,000	27,970,101	3,339,101
Charges for services	1,748,600	1,748,600	1,847,765	99,165
Fines and forfeitures	958,400	958,400	912,150	(46,250)
Investment income	600,000	600,000	1,196,889	596,889
Contributions	4,465,400	3,565,400	2,119,851	(1,445,549)
Other revenues	643,000	643,000	1,256,896	613,896
Total revenues	119,350,600	120,332,500	166,688,978	46,356,478
EXPENDITURES				
Current:				
General government:				
City attorney	2,006,300	2,020,300	1,897,395	122,905
City clerk	963,200	969,300	813,966	155,334
City manager	2,563,600	2,583,400	2,439,894	143,506
Communications	1,105,100	1,119,500	1,064,595	54,905
Finance	4,334,900	4,480,100	3,819,601	660,499
Human resources	4,588,100	5,154,500	4,188,005	966,495
ITS	6,485,200	6,916,400	5,574,370	1,342,030
Mayor and council	370,300	370,300	236,422	133,878
Non-departmental	3,406,000	3,406,000	2,029,395	1,376,605
Reserved for contingency	34,162,900	26,651,800	-	26,651,800
Total general government	59,985,600	53,671,600	22,063,643	31,607,957
Public safety:				
Fire	22,282,400	35,157,000	32,757,934	2,399,066
Municipal Court	1,468,200	1,576,300	1,106,107	470,193
Police	27,355,400	40,068,800	37,617,702	2,451,098
Total public safety	51,106,000	76,802,100	71,481,743	5,320,357
Public works:				
Administration	566,800	571,800	651,046	(79,246)
Building services	2,748,500	2,621,900	2,331,584	290,316
Fleet services	100,000	403,500	176,585	226,915
Program management	511,200	514,200	549,411	(35,211)
Total public works	3,926,500	4,111,400	3,708,626	402,774

(Continued)

CITY OF GOODYEAR, ARIZONA
GENERAL FUND
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget
Culture and recreation:				
Arts and culture	254,100	309,500	245,529	63,971
Parks	8,009,800	8,843,200	7,238,657	1,604,543
Recreation	3,348,200	3,632,000	2,377,267	1,254,733
Total culture and recreation	11,612,100	12,784,700	9,861,453	2,923,247
Development services:				
Development services	3,778,500	4,639,900	4,048,374	591,526
Economic development	3,077,100	3,087,900	1,318,817	1,769,083
Engineering	4,265,000	5,763,700	5,132,994	630,706
Total development services	11,120,600	13,491,500	10,500,185	2,991,315
Capital Outlay	18,829,900	21,464,300	11,747,257	9,717,043
Debt Service				
Principal	1,324,800	1,324,800	1,324,858	(58)
Interest	85,900	85,900	85,913	(13)
Total debt service	1,410,700	1,410,700	1,410,771	(71)
Total expenditures	157,991,400	183,736,300	130,773,678	52,962,622
Excess of revenues over expenditures	(38,640,800)	(63,403,800)	35,915,300	99,319,100
OTHER FINANCING SOURCES (USES)				
Sale of capital assets	-	-	213,803	213,803
Transfers out	(59,192,000)	(56,376,200)	(22,010,535)	34,365,665
Transfers in	6,444,500	6,444,500	8,418,960	1,974,460
Total other financing sources and (uses)	(52,747,500)	(49,931,700)	(13,377,772)	36,553,928
Net change in fund balance	(91,388,300)	(113,335,500)	22,537,528	135,873,028
Fund balance, beginning of year	122,629,028	122,629,028	122,629,028	-
Fund balance, end of year	$ 31,240,728	$ 9,293,528	$ 145,166,556	$ 135,873,028

Note 1. Budgetary Basis of Accounting

The City's budget is prepared on a basis consistent with generally accepted accounting principles, except for the following items:

- Certain activities reported in the General Fund are budgeted in separate funds.

The following schedule reconciles fund balance reported at the end of the year:

	Beginning Fund Balance	Revenue	Expenditures	Ending Fund Balance
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	$ 124,559,162	$ 175,717,394	$ 153,023,416	$ 147,253,140
Activity budgeted as special revenue funds	(1,930,134)	(395,653)	(239,203)	(2,086,584)
Schedule of Revenues, Expenditures and Changes in Fund Balances - General Fund	$ 122,629,028	$ 175,321,741	$ 152,784,213	$ 145,166,556


CITY OF
Goodyear

CITY OF GOODYEAR, ARIZONA
Required Supplementary Information
Schedule of the Proportionate Share of the Net Pension Liability
June 30, 2021

ASRS - Pension	Reporting Fiscal Year (Measurement Date)		
	2021 (2020)	2020 (2019)	2019 (2018)
Proportion of the net pension liability (asset)	0.26321%	0.25462%	0.26689%
Proportionate share of the net pension liability (asset)	$ 45,605,133	$ 37,050,173	$ 37,221,762
Covered payroll	$ 28,572,110	$ 26,747,686	$ 25,325,110
Proportionate share of the net pension liability (asset) as a percentage of its covered payroll	159.61%	138.52%	146.98%
Plan fiduciary net position as a percentage of the total pension liability	69.33%	73.24%	73.40%

Note: The City implemented GASB 68 in fiscal year 2015. Prior year information is not available

2018 (2017)	2017 (2016)	2016 (2015)	2015 (2014)
0.24000%	0.24000%	0.24000%	0.22000%
$37,471,443	$39,085,443	$36,986,742	$33,264,817
$23,806,419	$22,599,315	$21,761,494	$20,166,769
157.40%	172.95%	169.96%	164.95%
69.92%	67.06%	68.35%	69.49%

CITY OF GOODYEAR, ARIZONA
Required Supplementary Information
Schedule of the Proportionate Share of the Net OPEB Liability
June 30, 2021

ASRS - Health insurance premium benefit	Reporting Fiscal Year (Measurement Date)	
	2021 (2020)	2020 (2019)
Proportion of the net OPEB (asset)	0.268850%	0.260420%
Proportionate share of the net OPEB (asset)	$ (190,345)	$ (71,968)
Covered payroll	$ 28,572,110	$ 26,747,686
Proportionate share of the net OPEB (asset) as a percentage of its covered payroll	-0.67%	-0.27%
Plan fiduciary net position as a percentage of the total OPEB liability	104.33%	102.20%

ASRS - Long-term disability	Reporting Fiscal Year (Measurement Date)	
	2021 (2020)	2020 (2019)
Proportion of the net OPEB (asset)	0.266340%	0.258210%
Proportionate share of the net OPEB (asset)	$ 202,049	$ 168,210
Covered payroll	$ 28,572,110	$ 26,747,686
Proportionate share of the net OPEB (asset) as a percentage of its covered payroll	0.71%	0.63%
Plan fiduciary net position as a percentage of the total OPEB liability	68.01%	77.83%

Note: The City implemented GASB 75 in fiscal year 2018. Prior year information is not available.

2019 (2018)	2018 (2017)
0.271700%	0.243230%
$ (97,837)	$ (132,414)
$ 25,325,110	$ 23,806,419
-0.39%	-0.56%
102.20%	103.57%

2019 (2018)	2018 (2017)
0.267470%	0.241210%
$ 139,754	$ 87,433
$ 25,325,110	$ 23,806,419
0.55%	0.37%
77.83%	84.44%

CITY OF GOODYEAR, ARIZONA
Required Supplementary Information
Schedule of Changes in the Net Pension Liability and Related Ratios
June 30, 2021

PSPRS Police - Pension	Reporting Fiscal Year (Measurement Date)		
	2021 (2020)	2020 (2019)	2019 (2018)
Total pension liability			
Service cost	$ 2,269,992	$ 2,184,422	$ 2,123,570
Interest on total pension liability	4,141,357	3,834,071	3,331,300
Changes of benefit terms	-	-	-
Difference between expected and actual experience of the total net pension liability	1,426,978	(759,999)	1,802,331
Changes of assumptions	-	1,323,823	-
Benefit payments, including refunds of employee contributions	(1,609,732)	(1,887,751)	(1,283,523)
Net change in total pension liability	6,228,595	4,694,566	5,973,678
Total pension liability - beginning	55,265,788	50,571,222	44,597,544
Total pension liability - ending (a)	$ 61,494,383	$ 55,265,788	$ 50,571,222
Plan fiduciary net position			
Contributions - employer	$ 2,900,958	$ 3,042,548	$ 3,953,950
Contributions - employee	870,194	785,605	947,565
Net investment income	479,482	1,784,598	1,918,567
Benefit payments, including refunds of employee contributions	(1,609,732)	(1,887,751)	(1,283,523)
Hall/Parker settlement	-	-	(1,135,981)
Plan administrative expenses	(39,094)	(32,005)	(29,900)
Other (net transfer)	17,383	-	66,475
Net change in plan fiduciary net position	2,619,191	3,692,995	4,437,153
Plan fiduciary net position - beginning	34,888,797	31,210,198	26,773,045
Adjustment to beginning of year	2	(14,396)	-
Plan fiduciary net position - ending (b)	$ 37,507,990	$ 34,888,797	$ 31,210,198
Net pension liability - ending (a) - (b)	$ 23,986,393	$ 20,376,991	$ 19,361,024
Plan fiduciary net position as a percentage of the total pension liability	60.99%	63.13%	61.72%
Covered payroll	$ 9,220,411	$ 9,600,397	$ 9,388,019
Net pension liability as a percentage of covered payroll	260.14%	212.25%	206.23%

Note: The City implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available.

2018 (2017)	2017 (2016)	2016 (2015)	2015 (2014)
$ 1,914,605	$ 1,437,416	$ 1,278,133	$ 1,278,071
2,971,515	2,477,882	2,301,498	1,966,048
456,529	3,357,342	-	186,683
494,534	389,465	(159,382)	260,090
824,808	1,580,891	-	1,746,183
(1,454,686)	(1,398,856)	(1,107,068)	(1,220,650)
5,207,305	7,844,140	2,313,181	4,216,425
39,390,239	31,546,099	29,232,918	25,016,493
$ 44,597,544	$ 39,390,239	$ 31,546,099	$ 29,232,918
$ 1,633,633	$ 1,597,875	$ 1,173,950	$ 1,116,495
930,370	885,129	768,858	704,171
2,810,340	130,212	739,152	2,311,670
(1,454,686)	(1,398,856)	(1,107,068)	(1,220,650)
-	-	-	-
(25,267)	(19,137)	(18,421)	-
333,337	167,861	(57,781)	(476,423)
4,227,727	1,363,084	1,498,690	2,435,263
22,545,318	21,182,234	19,683,544	17,248,281
-	-	-	-
$ 26,773,045	$ 22,545,318	$ 21,182,234	$ 19,683,544
$ 17,824,499	$ 16,844,921	$ 10,363,865	$ 9,549,374
60.03%	57.24%	67.15%	67.33%
$ 8,331,614	$ 7,375,148	$ 7,012,489	$ 6,630,426
213.94%	228.40%	147.79%	144.02%

CITY OF GOODYEAR, ARIZONA
Required Supplementary Information
Schedule of Changes in the Net Pension Liability and Related Ratios
June 30, 2021

PSPRS Fire - Pension	Reporting Fiscal Year (Measurement Date)		
	2021 (2020)	2020 (2019)	2019 (2018)
Total pension liability			
Service cost	$ 1,996,708	$ 1,979,628	$ 2,044,963
Interest on total pension liability	4,060,626	3,813,916	3,111,423
Changes of benefit terms	-	-	-
Difference between expected and actual experience of the total net pension liability	3,164,096	(2,153,410)	4,118,805
Changes of assumptions	-	1,175,572	-
Benefit payments, including refunds of employee contributions	(885,597)	(608,760)	(869,611)
Net change in total pension liability	8,335,833	4,206,946	8,405,580
Total pension liability - beginning	54,071,103	49,864,157	41,458,577
Total pension liability - ending (a)	$ 62,406,936	$ 54,071,103	$ 49,864,157
Plan fiduciary net position			
Contributions - employer	$ 2,448,698	$ 2,107,184	$ 3,893,514
Contributions - employee	668,206	598,158	905,341
Net investment income	531,059	1,962,666	2,135,563
Benefit payments, including refunds of employee contributions	(885,597)	(608,760)	(869,611)
Hall/Parker settlement	-	-	(1,424,092)
Plan administrative expenses	(43,297)	(35,097)	(33,203)
Other (net transfer)	-	-	53,121
Net change in plan fiduciary net position	2,719,069	4,024,151	4,660,633
Plan fiduciary net position - beginning	38,563,377	34,551,812	29,891,179
Adjustment to beginning of year	3	(12,586)	-
Plan fiduciary net position - ending (b)	$ 41,282,449	$ 38,563,377	$ 34,551,812
Net pension liability - ending (a) - (b)	$ 21,124,487	$ 15,507,726	$ 15,312,345
Plan fiduciary net position as a percentage of the total pension liability	66.15%	71.32%	69.29%
Covered payroll	$ 8,191,627	$ 8,445,713	$ 8,787,982
Net pension liability as a percentage of covered payroll	257.88%	183.62%	174.24%

Note: The City implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available.

2018 (2017)	2017 (2016)	2016 (2015)	2015 (2014)
$ 1,819,328	$ 1,558,056	$ 1,409,380	$ 1,405,013
2,846,014	2,121,084	1,822,450	1,640,015
208,024	4,046,976	-	(18,156)
(389,024)	1,915,498	1,030,908	(813,497)
222,373	1,632,401	-	619,565
(570,665)	(385,270)	(680,367)	(341,865)
4,136,050	10,888,745	3,582,371	2,491,075
37,322,527	26,433,782	22,851,411	20,360,336
$ 41,458,577	$ 37,322,527	$ 26,433,782	$ 22,851,411
$ 1,153,600	$ 1,173,975	$ 968,726	$ 948,481
1,109,821	992,221	848,048	754,465
3,112,669	141,788	791,715	2,374,446
(570,665)	(385,270)	(680,367)	(341,865)
-	-	-	-
(27,942)	(20,803)	(19,707)	-
301	278,213	304,136	(228,831)
4,777,784	2,180,124	2,212,551	3,506,696
25,113,395	22,933,271	20,720,720	17,214,024
-	-	-	-
$ 29,891,179	$ 25,113,395	$ 22,933,271	$ 20,720,720
$ 11,567,398	$ 12,209,132	$ 3,500,511	$ 2,130,691
72.10%	67.29%	86.76%	90.68%
$ 8,028,810	$ 8,217,597	$ 7,822,842	$ 7,338,829
144.07%	148.57%	44.75%	29.03%

CITY OF GOODYEAR, ARIZONA
Required Supplementary Information
Schedule of Changes in the Net OPEB Liability and Related Ratios
June 30, 2021

PSPRS Police Health Insurance Premium Benefit	**Reporting Fiscal Year (Measurement Date)**			
	2021 (2020)	**2020 (2019)**	**2019 (2018)**	**2018 (2017)**
Total OPEB liability				
Service cost	$ 40,698	$ 27,225	$ 30,980	$ 27,494
Interest on total OPEB liability	57,502	64,999	57,711	57,481
Changes of benefit terms	-	-	-	3,790
Difference between expected and actual experience of the total net OPEB liability	(103,246)	(210,833)	11,892	4,452
Changes of assumptions or other inputs	-	14,776	-	(66,210)
Benefit payments	(7,405)	(14,484)	(13,196)	(17,372)
Net change in total OPEB liability	(12,451)	(118,317)	87,387	9,635
Total OPEB liability - beginning	740,060	858,377	770,990	761,355
Total OPEB liability - ending (a)	$ 727,609	$ 740,060	$ 858,377	$ 770,990
Plan fiduciary net position				
Contributions - employer	$ 28,426	$ 30,174	$ 17,033	$ 30,113
Contributions - employee	-	-	-	-
Net investment income	12,337	48,982	58,322	87,559
Benefit payments	(7,405)	(14,484)	(13,196)	(17,372)
Administrative expense	(1,003)	(846)	(888)	(774)
Other changes	-	-	1	-
Net change in plan fiduciary net position	32,355	63,826	61,272	99,526
Plan fiduciary net position - beginning	976,029	897,807	836,535	737,009
Adjustment to beginning of year	-	14,396	-	-
Plan fiduciary net position - ending (b)	$ 1,008,384	$ 976,029	$ 897,807	$ 836,535
Net OPEB liability - ending (a) - (b)	$ (280,775)	$ (235,969)	$ (39,430)	$ (65,545)
Plan fiduciary net position as a percentage of the total OPEB liability	138.59%	131.89%	104.59%	108.50%
Covered payroll	$ 9,220,411	$ 9,600,397	$ 9,388,019	$ 8,331,614
Net OPEB (asset) liability as a percentage of covered payroll	-3.05%	-2.46%	-0.42%	-0.79%

Note: The City implemented GASB 75 in fiscal year 2018. Information prior to 2018 is not available.

CITY OF GOODYEAR, ARIZONA
Required Supplementary Information
Schedule of Changes in the Net OPEB Liability and Related Ratios
June 30, 2021

PSPRS Fire Health Insurance Premium Benefit	**Reporting Fiscal Year (Measurement Date)**			
	2021 (2020)	**2020 (2019)**	**2019 (2018)**	**2018 (2017)**
Total OPEB liability				
Service cost	$ 31,919	$ 19,334	$ 22,849	$ 20,875
Interest on total OPEB liability	60,500	62,411	57,087	58,459
Changes of benefit terms	-	-	-	375
Difference between expected and actual experience of the total net OPEB liability	(61,104)	(124,547)	2,063	21,035
Changes of assumptions or other inputs	-	15,548	-	(94,084)
Benefit payments	(10,499)	(11,820)	(24,100)	(7,230)
Net change in total OPEB liability	20,816	(39,074)	57,899	(570)
Total OPEB liability - beginning	790,892	829,966	772,067	772,637
Total OPEB liability - ending (a)	$ 811,708	$ 790,892	$ 829,966	$ 772,067
Plan fiduciary net position				
Contributions - employer	$ 26,821	$ 28,091	$ 22,840	$ 31,049
Contributions - employee	-	-	-	-
Net investment income	9,500	37,808	44,799	66,973
Benefit payments	(10,499)	(11,820)	(24,100)	(7,230)
Administrative expense	(773)	(653)	(682)	(593)
Other changes	-	-	1	-
Net change in plan fiduciary net position	25,049	53,426	42,858	90,199
Plan fiduciary net position - beginning	757,762	691,751	648,893	558,694
Adjustment to beginning of year	-	12,585	-	-
Plan fiduciary net position - ending (b)	$ 782,811	$ 757,762	$ 691,751	$ 648,893
Net OPEB liability - ending (a) - (b)	$ 28,897	$ 33,130	$ 138,215	$ 123,174
Plan fiduciary net position as a percentage of the total OPEB liability	96.44%	95.81%	83.35%	84.05%
Covered payroll	$ 8,191,627	$ 8,445,713	$ 8,787,982	$ 8,028,810
Net OPEB (asset) liability as a percentage of covered payroll	0.35%	0.39%	1.57%	1.53%

Note: The City implemented GASB 75 in fiscal year 2018. Information prior to 2018 is not available.

CITY OF GOODYEAR, ARIZONA
Required Supplementary Information
Schedule of Pension/OPEB Contributions
June 30, 2021

ASRS - Pension	Reporting Fiscal Year		
	2021	2020	2019
Contractually required contribution	$ 3,729,453	$ 3,294,032	$ 3,002,190
Contributions in relation to the contractually required contribution	$ (3,729,453)	$ (3,294,032)	$ (3,002,190)
Contribution deficiency (excess)	$ -	$ -	$ -
Covered payroll	$ 32,091,131	$ 28,572,110	$ 26,747,686
Contributions as a percentage of covered payroll	11.62%	11.53%	11.22%

PSPRS Police-Pension	Reporting Fiscal Year		
	2021	2020	2019
Actuarially determined contribution	$ 3,071,063	$ 2,900,958	$ 3,042,548
Contributions in relation to the actuarially determined contribution	$ (15,071,063)	$ (2,900,958)	$ (3,042,548)
Contribution deficiency (excess)	$ (12,000,000)	$ -	$ -
Covered payroll	$ 10,490,267	$ 9,220,411	$ 9,600,397
Contributions as a percentage of covered payroll	143.67%	31.46%	31.69%

PSPRS Fire-Pension	Reporting Fiscal Year		
	2021	2020	2019
Actuarially determined contribution	$ 2,490,266	$ 2,448,698	$ 2,107,184
Contributions in relation to the actuarially determined contribution	(14,490,266)	(2,448,698)	(2,107,184)
Contribution deficiency (excess)	$ (12,000,000)	$ -	$ -
Covered payroll	$ 9,424,909	$ 8,191,627	$ 8,445,713
Contributions as a percentage of covered payroll	153.74%	29.89%	24.95%

Note: The City implemented GASB 68 in fiscal year 2015. Prior year information is not available

2018	2017	2016	2015
$ 2,760,437	$ 2,566,332	$ 2,452,025	$ 2,369,823
$ (2,760,437)	$ (2,566,332)	$ (2,452,025)	$ (2,369,823)
$ -	$ -	$ -	$ -
$25,325,110	$23,806,419	$22,599,315	$21,761,494
10.90%	10.78%	10.85%	10.89%

2018	2017	2016	2015
$ 3,953,950	$ 1,633,633	$ 1,597,875	$ 1,173,950
$ (3,953,950)	$ (1,633,633)	$ (1,597,875)	$ (1,173,950)
$ -	$ -	$ -	$ -
$ 9,388,019	$ 8,331,614	$ 7,375,148	$ 7,012,489
42.12%	19.61%	21.67%	16.74%

2018	2017	2016	2015
$ 3,893,514	$ 1,153,600	$ 1,173,975	$ 968,726
(3,893,514)	(1,153,600)	(1,173,975)	(968,726)
$ -	$ -	$ -	$ -
$ 8,787,982	$ 8,028,810	$ 8,217,597	$ 7,822,842
44.30%	14.37%	14.29%	12.38%

CITY OF GOODYEAR, ARIZONA
Required Supplementary Information
Schedule of Pension/OPEB Contributions
June 30, 2021

ASRS - Health insurance premium benefit	Reporting Fiscal Year			
	2021	2020	2019	2018
Contractually required contribution	$ 124,849	$ 140,567	$ 123,288	$ 143,399
Contributions in relation to the contractually required contribution	(124,849)	(140,567)	(123,288)	(143,399)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
Covered payroll	$ 32,091,131	$ 28,572,110	$ 26,747,686	$ 25,325,110
Contributions as a percentage of covered payroll	0.39%	0.49%	0.46%	0.57%

ASRS - Long-term disability	Reporting Fiscal Year			
	2021	2020	2019	2018
Contractually required contribution	$ 57,622	$ 48,822	$ 42,908	$ 40,972
Contributions in relation to the contractually required contribution	(57,622)	(48,822)	(42,908)	(40,972)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
Covered payroll	$ 32,091,131	$ 28,572,110	$ 26,747,686	$ 25,325,110
Contributions as a percentage of covered payroll	0.18%	0.17%	0.16%	0.16%

Note: The City implemented GASB 75 in fiscal year 2018. Information prior to 2018 is not available.

CITY OF GOODYEAR, ARIZONA
Required Supplementary Information
Schedule of Pension/OPEB Contributions
June 30, 2021

PSPRS Police
Health Insurance Premium Benefit

	Reporting Fiscal Year				
	2021	**2020**	**2019**	**2018**	**2017**
Actuarially determined contribution	$ 40,698	$ 28,426	$ 30,174	$ 17,033	$ 30,113
Contributions in relation to the actuarially determined contribution	$ (40,698)	$ (28,426)	$ (30,174)	$ (17,033)	$ (30,113)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 10,490,267	$ 9,220,411	$ 9,600,397	$ 9,388,019	$ 8,331,614
Contributions as a percentage of covered payroll	0.39%	0.31%	0.31%	0.18%	0.36%

PSPRS Fire
Health Insurance Premium Benefit

	Reporting Fiscal Year				
	2021	**2020**	**2019**	**2018**	**2017**
Actuarially determined contribution	$ 31,919	$ 26,821	$ 28,091	$ 22,840	$ 31,049
Contributions in relation to the actuarially determined contribution	$ (31,919)	$ (26,821)	$ (28,091)	$ (22,840)	$ (31,049)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 9,424,909	$ 8,191,627	$ 8,445,713	$ 8,787,982	$ 8,028,810
Contributions as a percentage of covered payroll	0.34%	0.33%	0.33%	0.26%	0.39%

Note: The City implemented GASB 75 in fiscal year 2018. Information prior to 2017 is not available.

Note 1. Actuarially Determined Contribution Rates

Actuarially determined contribution rates for PSPRS are calculated as of June 30 two years prior to the end of the fiscal year in which contributions are made. The actuarial methods and assumptions used to establish the contribution requirements are as follows:

Actuarial cost method	Entry Age Normal
Amortization Method	Level percent-of-pay, closed
Remaining Amortization Period as of the 2019 actuarial valuation	17 years for unfunded liabilities; 20 years for excess
Asset valuation method	7-Year smoothed market; 80%/120% market corridor
Actuarial assumptions:	
Investment rate of return	In the 2017 actuarial valuation, the investment rates of return was decreased from 7.5% to 7.4%. In the 2016 actuarial valuation, the investment rate of return was decreased from 7.85% to 7.5%. In the 2013 actuarial valuation, the investment rate of return was decreased from 8.0% to 7.85%.
Projected salary increases	In the 2017 actuarial valuation, projected salary increases were decreased from 4.0%-8.0% to 3.5%-7.5%. In the 2014 actuarial valuation, projected salary increases were decreased from 4.5%-8.5% to 4.0%-8.0% In the 2013 actuarial valuation, projected salary increases were decreased from 5.0%-9.0% to 4.5%-8.5%.
Wage growth	In the 2017 actuarial valuation, wage growth was decreased from 4% to 3.5%. In the 2014 actuarial valuation, wage growth was decreased from 4.5% to 4.0%. In the 2013 actuarial valuation, wage growth was decreased from 5.0% to 4.5%
Retirement age	Experience-based table of rates that is specific to the type of eligibility condition. Last updated for the 2012 valuation pursuant to an experience study of the period July 1, 2006 - June 30, 2011.
Mortality	In the 2017 actuarial valuation, changed to RP-2014 tables, with 75% of MP-2016 fully generational projection scales. RP-2000 mortality table (adjusted by 105% for both males and females).

Note 2. Factors That Affect Trends

Arizona courts have ruled that provisions of a 2011 law that changed the mechanism for funding permanent pension benefit increases and increased employee pension contribution rates were unconstitutional or a breach of contract because those provisions apply to individuals who were members as of the law's effective date. As a result, the PSPRS changed benefit terms to reflect the prior mechanism for funding permanent benefit increases for those members and revised actuarial assumptions to explicitly value future permanent benefit increases. PSPRS also reduced those members' employee contribution rates. These changes are reflected in the plans' pension liabilities for fiscal year 2015 (measurement date 2014) for members who were retired as of the law's effective date and fiscal year 2018 (measurement date 2017) for members who retired or will retire after the law's effective date. These changes also increased the PSPRS required pension contributions beginning in fiscal year 2016 for members who were retired as of the law's effective date. These changes increased the required contributions beginning in fiscal year 2019 for members who retired or will retire after the law's effective date.

SUPPLEMENTARY INFORMATION

BUDGETARY COMPARISON SCHEDULES

MAJOR GOVERNMENTAL FUNDS

Capital Projects Funds

- **Non-Utility Development Impact Fees Fund –** This fund accounts for the receipt and expenditure of development impact or expansion fees for all governmental activities.

- **GO Bonds Fund –** This fund accounts for the proceeds and interest of the sale of voter-approved general obligation bonds that are used for authorized improvements.

Debt Service Funds

- **McDowell Road Commercial Corridor ID Fund –** This fund accounts for the debt portion of the McDowell Road Improvement District.

- **Community Facilities Districts** Fund – This fund accounts for the debt portion of the City's Community Facilities Districts, which are component units that provide general infrastructure and capital assets for the property within each District's boundaries.

CITY OF GOODYEAR, ARIZONA
NON-UTILITY DEVELOPMENT IMPACT FEES
Capital Projects Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget
REVENUES				
Taxes	$ 4,689,300	$ 4,689,300	$ 10,305,164	$ 5,615,864
Charges for services	13,152,600	13,152,600	20,476,785	7,324,185
Investment income	25,000	25,000	(162,243)	(187,243)
Total revenues	17,866,900	17,866,900	30,619,706	12,752,806
EXPENDITURES				
Capital outlay	4,019,700	3,453,700	2,164,544	1,289,156
Total expenditures	4,019,700	3,453,700	2,164,544	1,289,156
Excess (deficiency) of revenues over (under) expenditures	13,847,200	14,413,200	28,455,162	14,041,962
OTHER FINANCING SOURCES (USES)				
Transfers out	(29,928,300)	(23,601,600)	(16,999,774)	6,601,826
Transfers in	-	3,100	1,256,445	1,253,345
Total other financing Sources (Uses)	(29,928,300)	(23,598,500)	(15,743,329)	7,855,171
Net change in fund balances	(16,081,100)	(9,185,300)	12,711,833	21,897,133
Fund balance, beginning of year	43,001,310	43,001,310	43,001,310	-
Fund balance, end of year	$ 26,920,210	$ 33,816,010	$ 55,713,143	$ 21,897,133

CITY OF GOODYEAR, ARIZONA
GO BONDS
Capital Projects Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget
REVENUES				
Investment income	$ -	$ -	$ (57,622)	$ (57,622)
Contributions	-	-	2,070,000	2,070,000
Total revenues	-	-	2,012,378	2,012,378
EXPENDITURES				
Capital outlay	201,291,900	174,604,300	70,221,236	104,383,064
Debt service				
Debt issuance cost	-	158,000	281,714	(123,714)
Total expenditures	201,291,900	174,762,300	70,502,950	104,259,350
Excess (deficiency) of revenues over (under) expenditures	(201,291,900)	(174,762,300)	(68,490,572)	106,271,728
OTHER FINANCING SOURCES (USES)				
Debt issuance	87,300,000	86,318,100	39,530,000	(46,788,100)
Premium on debt issuance	-	-	5,859,505	5,859,505
Transfers in	72,886,500	63,053,300	20,649,441	(42,403,859)
Total other financing Sources (Uses)	160,186,500	149,371,400	66,038,946	(83,332,454)
Net change in fund balances	(41,105,400)	(25,390,900)	(2,451,626)	22,939,274
Fund balance, beginning of year	40,471,387	40,471,387	40,471,387	-
Fund balance, end of year	$ (634,013)	$ 15,080,487	$ 38,019,761	$ 22,939,274

CITY OF GOODYEAR, ARIZONA
MCDOWELL ROAD COMMERCIAL CORRIDOR ID
Debt Service Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget
REVENUES				
Special assessments	$ 3,111,000	$ 3,111,000	$ 4,080,028	$ 969,028
Other revenues	-	-	619	619
Total revenues	3,111,000	3,111,000	4,080,647	969,647
EXPENDITURES				
Debt service:				
Principal	2,290,000	3,285,000	3,295,000	(10,000)
Interest and fiscal charges	793,900	793,900	783,278	10,622
Total expenditures	3,083,900	4,078,900	4,078,278	622
Excess (deficiency) of revenues over (under) expenditures	27,100	(967,900)	2,369	970,269
Fund balance, beginning of year	229,320	229,320	229,320	-
Fund balance, end of year	$ 256,420	$ (738,580)	$ 231,689	$ 970,269

CITY OF GOODYEAR, ARIZONA
COMMUNITY FACILITIES DISTRICTS
Debt Service Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget
REVENUES				
Taxes	$ 6,568,000	$ 6,568,000	$ 6,600,555	$ 32,555
Investment income	31,000	31,000	3,969	(27,031)
Special assessments	3,224,200	3,224,200	2,729,988	(494,212)
Contributions	67,800	67,800	-	(67,800)
Total revenues	9,891,000	9,891,000	9,334,512	(556,488)
EXPENDITURES				
Debt service:				
Debt issuance costs	-	-	61,494	(61,494)
Principal	6,260,000	6,685,000	9,630,000	(2,945,000)
Interest and fiscal charges	3,276,900	3,276,900	3,939,793	(662,893)
Total expenditures	9,536,900	9,961,900	13,631,287	(3,669,387)
Excess (deficiency) of revenues over (under) expenditures	354,100	(70,900)	(4,296,775)	(4,225,875)
OTHER FINANCING SOURCES (USES)				
Payments to refunding escrow	(3,859,300)	(3,859,300)	-	3,859,300
Total other financing sources (uses)	(3,859,300)	(3,859,300)	-	3,859,300
Net change in fund balance	(3,505,200)	(3,930,200)	(4,296,775)	(366,575)
Fund balance, beginning of year	5,556,095	5,556,095	5,556,095	-
Fund balance, end of year	$ 2,050,895	$ 1,625,895	$ 1,259,320	$ (366,575)

SUPPLEMENTARY INFORMATION

COMBINING STATEMENTS
AND BUDGETARY COMPARISON SCHEDULES

NON- MAJOR GOVERNMENTAL FUNDS:

Special Revenue Funds

- **Highway User Revenue Fund (HURF) –** Funded through fuel taxes distributed from the State of Arizona.

- **Community Facilities Districts Fund –** CFDs represent special districts formed for the purpose of financing the acquisition, construction, operation, and maintenance of the public infrastructure benefiting the community.

- **Office of Tourism Prop 302** – Used to account for restricted funds to support Maricopa County tourism, marketing, and promotion.

- **Grants Fund –** Based on application to granting agencies by the City and availability of funding by grantors.

- **Ball Park –** Used to account for the activities of the City's ball park operations

Debt Service Funds

- **Debt Service Fund –** This fund was established for the accumulation of resources and the servicing of long-term debt not being financed by the proprietary funds. Revenues are generated from the property tax levy sufficient to meet the debt service requirements.

CITY OF GOODYEAR, ARIZONA
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2021

	Special Revenue		
	Highway User Revenue	Community Facilities District	Office of Tourism Prop 302
ASSETS			
Cash	$ 2,517,761	$ 5,636,897	$ 62,500
Investments	-	-	-
Receivables:			
Taxes	-	34,069	-
Interest	-	-	-
Assessments	-	-	-
Intergovernmental	545,972	-	-
Accounts	335	4,312	-
Inventories	521,217	-	-
Total assets	$ 3,585,285	$ 5,675,278	$ 62,500
LIABILITIES			
Accounts payable	$ 2,011,066	$ 21,935	$ -
Accrued wages and salaries	60,520	-	-
Deposits held for others	190,208	-	-
Unearned revenues	802,204	-	-
Total liabilities	3,063,998	21,935	-
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenues- property taxes	-	10,261	-
Unavailable revenue-intergovernmental	-	-	-
Total deferred inflows of resources	-	10,261	-
FUND BALANCES			
Nonspendable	521,217	-	-
Restricted	70	5,643,082	62,500
Committed	-	-	-
Unassigned	-	-	-
Total fund balances	521,287	5,643,082	62,500
Total liabilities, deferred inflows of resources, and fund balances	$ 3,585,285	$ 5,675,278	$ 62,500

Grants	Ball Park Special Revenue	Debt Service	Total
$ 4,992,268	$ 1,582,103	$ 746,268	$ 15,537,797
-	2,277,245	-	2,277,245
-	-	85,168	119,237
-	7,865	92	7,957
-	39,290	-	39,290
296,935	-	-	842,907
-	-	-	4,647
-	-	-	521,217
$ 5,289,203	$ 3,906,503	$ 831,528	$ 19,350,297
$ 56,008	$ 72,712	$ -	$ 2,161,721
9,194	104,569	-	174,283
-	-	-	190,208
-	135	-	802,339
65,202	177,416	-	3,328,551
-	-	45,462	55,723
5,374,749	-	-	5,374,749
5,374,749	-	45,462	5,430,472
-	-	-	521,217
-	-	786,066	6,491,718
-	3,729,087	-	3,729,087
(150,748)	-	-	(150,748)
(150,748)	3,729,087	786,066	10,591,274
$ 5,289,203	$ 3,906,503	$ 831,528	$ 19,350,297

CITY OF GOODYEAR, ARIZONA
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2021

	Special Revenue		
	Highway User Revenue	Community Facilities Districts	Office of Tourism Prop 302
REVENUES			
Taxes	$ -	$ 1,679,889	$ -
Intergovernmental	6,047,403	-	62,500
Charges for services	34,727	-	-
Investment income	1,800	4,449	-
Contributions	-	105,711	-
Total revenues	6,083,930	1,790,049	62,500
EXPENDITURES			
Current:			
General government	-	6,125,454	-
Public safety	-	-	-
Public works/streets	7,484,210	-	-
Culture and recreation	-	-	-
Capital outlay	175,134	-	-
Debt service:			
Bond issuance costs	-	-	-
Principal	-	-	-
Interest and fiscal charges	-	-	-
Total expenditures	7,659,344	6,125,454	-
Excess (deficiency) of revenues over (under) expenditures	(1,575,414)	(4,335,405)	62,500
OTHER FINANCING SOURCES (USES)			
Payments to refunding escrow	-	-	-
Refunding bonds issued	-	-	-
Transfers out	(18,900)	-	-
Transfers in	2,115,601	-	-
Total other financing sources (uses):	2,096,701	-	-
Net change in fund balances	521,287	(4,335,405)	62,500
Fund balances, beginning of year	-	9,978,487	-
Fund balances, end of year	$ 521,287	$ 5,643,082	$ 62,500

Grants	Ball Park Special Revenue	Debt Service	Total
$ -	$ -	$ 7,149,239	$ 8,829,128
488,838	-	-	6,598,741
-	1,253,959	-	1,288,686
-	(39,875)	(49,342)	(82,968)
-	1,293,358	-	1,399,069
488,838	2,507,442	7,099,897	18,032,656
-	-	-	6,125,454
380,943	-	-	380,943
64,316	-	-	7,548,526
-	4,639,317	-	4,639,317
191,244	251,782	-	618,160
-	318,990	-	318,990
-	6,920,000	4,503,314	11,423,314
-	3,499,813	1,970,523	5,470,336
636,503	15,629,902	6,473,837	36,525,040
(147,665)	(13,122,460)	626,060	(18,492,384)
-	(25,201,010)	-	(25,201,010)
-	25,520,000	-	25,520,000
-	-	-	(18,900)
-	13,489,315	-	15,604,916
-	13,808,305	-	15,905,006
(147,665)	685,845	626,060	(2,587,378)
(3,083)	3,043,242	160,006	13,178,652
$ (150,748)	$ 3,729,087	$ 786,066	$ 10,591,274

CITY OF GOODYEAR, ARIZONA
HIGHWAY USER REVENUE
Special Revenue Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget
REVENUES				
Intergovernmental revenue	$ 5,283,600	$ 5,283,600	$ 6,047,403	$ 763,803
Charges for services	-	-	34,727	34,727
Investment income	-	-	1,800	1,800
Total revenues	5,283,600	5,283,600	6,083,930	800,330
EXPENDITURES				
Current:				
Highways and streets	9,028,200	9,190,500	7,484,210	1,706,290
Capital outlay	71,000	967,900	175,134	792,766
Total expenditures	9,099,200	10,158,400	7,659,344	2,499,056
Excess (deficiency) of revenues over (under) expenditures	(3,815,600)	(4,874,800)	(1,575,414)	3,299,386
OTHER FINANCING SOURCES (USES)				
Transfers out	(251,900)	(18,900)	(18,900)	-
Transfers in	3,909,400	4,290,300	2,115,601	(2,174,699)
Total other financing sources (uses)	3,657,500	4,271,400	2,096,701	(2,174,699)
Net change in fund balance	(158,100)	(603,400)	521,287	1,124,687
Fund balance, beginning of year	-	-	-	-
Fund balance, end of year	$ (158,100)	$ (603,400)	$ 521,287	$ 1,124,687

CITY OF GOODYEAR, ARIZONA
COMMUNITY FACILITIES DISTRICTS
Special Revenue Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget
REVENUES				
Taxes	$ 1,813,400	$ 1,813,400	$ 1,679,889	$ (133,511)
Investment income	63,600	63,600	4,449	(59,151)
Contributions	102,000	102,000	105,711	3,711
Total revenues	1,979,000	1,979,000	1,790,049	(188,951)
EXPENDITURES				
Current:				
General government	7,676,400	7,676,400	6,125,454	1,550,946
Total expenditures	7,676,400	7,676,400	6,125,454	1,550,946
Net change in fund balance	(5,697,400)	(5,697,400)	(4,335,405)	1,361,995
Fund balance, beginning of year	9,978,487	9,978,487	9,978,487	-
Fund balance, end of year	$ 4,281,087	$ 4,281,087	$ 5,643,082	$ 1,361,995

CITY OF GOODYEAR, ARIZONA
OFFICE OF TOURISM PROP 302
Special Revenue Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget
REVENUES				
Intergovernmental revenue	$ -	$ -	$ 62,500	$ 62,500
Total revenues	-	-	62,500	62,500
Net change in fund balance	-	-	62,500	62,500
Fund balance, beginning of year	-	-	-	-
Fund balance, end of year	$ -	$ -	$ 62,500	$ 62,500

CITY OF GOODYEAR, ARIZONA
GRANTS
Special Revenue Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget
REVENUES				
Intergovernmental revenue	$ 232,100	$ 232,100	$ 488,838	$ 256,738
Total revenues	232,100	232,100	488,838	256,738
EXPENDITURES				
Current:				
Public safety	519,300	760,400	380,943	379,457
Highways and streets	138,400	102,500	64,316	38,184
Capital outlay	33,000	288,600	191,244	97,356
Total expenditures	690,700	1,151,500	636,503	514,997
Excess (deficiency) of revenues over (under) expenditures	(458,600)	(919,400)	(147,665)	771,735
OTHER FINANCING SOURCES (USES)				
Transfers out	-	(785,100)	-	785,100
Total other financing sources (uses)	-	(785,100)	-	785,100
Net change in fund balance	(458,600)	(1,704,500)	(147,665)	1,556,835
Fund balance, beginning of year	(3,083)	(3,083)	(3,083)	-
Fund balance, end of year	$ (461,683)	$ (1,707,583)	$ (150,748)	$ 1,556,835

CITY OF GOODYEAR, ARIZONA
BALL PARK
Special Revenue Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget
REVENUES				
Charges for services	$ 3,578,600	$ 2,295,200	$ 1,253,959	$ (1,041,241)
Investment income	2,100	2,100	(39,875)	(41,975)
Contributions	64,500	1,347,900	1,293,358	(54,542)
Total revenues	3,645,200	3,645,200	2,507,442	(1,137,758)
EXPENDITURES				
Current:				
Culture and recreation	5,153,500	5,903,400	4,639,317	1,264,083
Capital outlay	1,138,300	1,460,800	251,782	1,209,018
Debt Service:				
Bond issuance cost	-	319,100	318,990	110
Principal	6,135,000	6,135,000	6,920,000	(785,000)
Interest	4,026,100	4,026,100	3,499,813	526,287
Total expenditures	16,452,900	17,844,400	15,629,902	2,214,498
Excess (deficiency) of revenues over (under) expenditures	(12,807,700)	(14,199,200)	(13,122,460)	1,076,740
OTHER FINANCING SOURCES (USES)				
Payments to refunding escrow	-	(25,201,100)	(25,201,010)	90
Refunding bonds issued	-	-	25,520,000	25,520,000
Transfers in	13,711,700	14,542,600	13,489,315	(1,053,285)
Total other financing sources (uses)	13,711,700	(10,658,500)	13,808,305	24,466,805
Net change in fund balance	904,000	(24,857,700)	685,845	25,543,545
Fund balance, beginning of year	3,043,242	3,043,242	3,043,242	-
Fund balance, end of year	$ 3,947,242	$ (21,814,458)	$ 3,729,087	$ 25,543,545

CITY OF GOODYEAR, ARIZONA
DEBT SERVICE FUND
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget
REVENUES				
Taxes	$ 7,193,200	$ 7,193,200	$ 7,149,239	$ (43,961)
Investment income	-	-	(49,342)	(49,342)
Total revenues	7,193,200	7,193,200	7,099,897	(93,303)
EXPENDITURES				
Debt service				
Principal	5,323,700	5,323,700	4,503,314	820,386
Interest and fiscal charges	1,975,000	1,975,000	1,970,523	4,477
Total expenditures	7,298,700	7,298,700	6,473,837	824,863
Net change in fund balance	(105,500)	(105,500)	626,060	731,560
Fund balance, beginning of year	160,006	160,006	160,006	-
Fund balance, end of year	$ 54,506	$ 54,506	$ 786,066	$ 731,560


CITY OF
Goodyear

BUDGETARY COMPARISON SCHEDULES
OTHER FUNDS

CITY OF GOODYEAR, ARIZONA
PARK AND RIDE MARQUEE
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Non-GAAP Actual	Variance with Final Budget
REVENUES				
Charges for services	$ 120,000	$ 120,000	$ 103,507	$ (16,493)
Investment income	-	-	167	167
Total revenues	120,000	120,000	103,674	(16,326)
EXPENDITURES				
Current:				
Highways and streets	200,000	200,000	-	200,000
Total expenditures	200,000	200,000	-	200,000
Net change in fund balances	(80,000)	(80,000)	103,674	183,674
Fund balance, beginning of year	1,156,827	1,156,827	1,156,827	-
Fund balance, end of year	$ 1,076,827	$ 1,076,827	$ 1,260,501	$ 183,674

CITY OF GOODYEAR, ARIZONA
COURT ENHANCEMENT
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Non-GAAP Actual	Variance with Final Budget
REVENUES				
Fines and forfeits	$ 55,000	$ 55,000	$ 89,135	$ 34,135
Investment income	-	-	89	89
Total revenues	55,000	55,000	89,224	34,224
EXPENDITURES				
Current:				
Public safety	47,800	48,200	35,112	13,088
Total expenditures	47,800	48,200	35,112	13,088
Net change in fund balances	7,200	6,800	54,112	47,312
Fund balance, beginning of year	216,368	216,368	216,368	-
Fund balance, end of year	$ 223,568	$ 223,168	$ 270,480	$ 47,312

CITY OF GOODYEAR, ARIZONA
FILL-THE-GAP
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts		Non-GAAP	Variance with
	Original	Final	Actual	Final Budget
REVENUES				
Fines and forfeits	$ 7,500	$ 7,500	$ 7,263	$ (237)
Investment income	-	-	61	61
Total revenues	7,500	7,500	7,324	(176)
EXPENDITURES				
Current:				
Public Safety	100,000	100,000	65,671	34,329
Total expenditures	100,000	100,000	65,671	34,329
Net change in fund balances	(92,500)	(92,500)	(58,347)	34,153
Fund balance, beginning of year	121,560	121,560	121,560	-
Fund balance, end of year	$ 29,060	$ 29,060	$ 63,213	$ 34,153

CITY OF GOODYEAR, ARIZONA
JCEF
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts		Non-GAAP	Variance with
	Original	Final	Actual	Final Budget
REVENUES				
Fines and forfeits	$ 16,000	$ 16,000	$ 12,360	$ (3,640)
Investment income	-	-	215	215
Total revenues	16,000	16,000	12,575	(3,425)
EXPENDITURES				
Current:				
Public Safety	80,000	80,000	-	80,000
Total expenditures	80,000	80,000	-	80,000
Net change in fund balances	(64,000)	(64,000)	12,575	76,575
Fund balance, beginning of year	107,546	107,546	107,546	-
Fund balance, end of year	$ 43,546	$ 43,546	$ 120,121	$ 76,575

CITY OF GOODYEAR, ARIZONA
IMPOUND
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts		Non-GAAP	Variance with
	Original	Final	Actual	Final Budget
REVENUES				
Charges for services	$ 76,000	$ 76,000	$ 82,500	$ 6,500
Investment income	4,000	4,000	43	(3,957)
Total revenues	80,000	80,000	82,543	2,543
EXPENDITURES				
Current:				
Public safety	127,400	128,300	86,170	42,130
Capital outlay	67,300	67,300	37,730	29,570
Total expenditures	194,700	195,600	123,900	71,700
Net change in fund balances	(114,700)	(115,600)	(41,357)	74,243
Fund balance, beginning of year	282,219	282,219	282,219	-
Fund balance, end of year	$ 167,519	$ 166,619	$ 240,862	$ 74,243

CITY OF GOODYEAR, ARIZONA
AZ SMART AND SAFE
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Non-GAAP Actual	Variance with Final Budget
REVENUES				
Intergovernmental revenue	$ -	$ -	$ 84,098	$ 84,098
Total revenues	-	-	84,098	84,098
Net change in fund balances	-	-	84,098	84,098
Fund balance, beginning of year	-	-	-	-
Fund balance, end of year	$ -	$ -	$ 84,098	$ 84,098

CITY OF GOODYEAR, ARIZONA
OFFICER SAFETY EQUIPMENT
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
	Original	Final	Non-GAAP Actual	Variance with Final Budget
REVENUES				
Fines and forfeits	$ 20,000	$ 20,000	$ 16,215	$ (3,785)
Total revenues	20,000	20,000	16,215	(3,785)
EXPENDITURES				
Current:				
Public safety	11,500	28,500	14,520	13,980
Total expenditures	11,500	28,500	14,520	13,980
Net change in fund balances	8,500	(8,500)	1,695	10,195
Fund balance, beginning of year	45,615	45,615	45,615	-
Fund balance, end of year	$ 54,115	$ 37,115	$ 47,310	$ 10,195

CITY OF GOODYEAR, ARIZONA
WATER AND WASTEWATER
Enterprise Fund
Schedule of Operations
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
Operating Revenues	Original	Final	Actual	Variance with Final Budget
Charges for services	$ 43,284,100	$ 43,284,100	$ 62,819,793	$ 19,535,693
Other revenues	1,015,200	1,015,200	164,087	(851,113)
Total operating revenues	44,299,300	44,299,300	62,983,880	18,684,580
Operating Expenses				
Salaries, wages and benefits	6,983,800	7,039,200	6,728,658	310,542
Cost of sales and services	171,589,800	143,225,900	26,064,560	117,161,340
Depreciation	-	-	9,353,072	(9,353,072)
Total operating expenses	178,573,600	150,265,100	42,146,290	108,118,810
Operating income (loss)	(134,274,300)	(105,965,800)	20,837,590	126,803,390
Non-operating Revenues (Expenses)				
Investment income	573,900	573,900	(464,874)	(1,038,774)
Interest and debt cost	(12,743,600)	(12,743,600)	(6,337,296)	6,406,304
Gain (loss) on sale of assets	-	-	4,725	4,725
Total non-operating revenue (expense)	(12,169,700)	(12,169,700)	(6,797,445)	5,372,255
Income (loss) before contributions and transfers	(146,444,000)	(118,135,500)	14,040,145	132,175,645
Capital contributions	11,244,000	11,244,000	26,481,652	15,237,652
Transfers out	(5,970,400)	(5,927,000)	(5,549,718)	377,282
Change in net position	(141,170,400)	(112,818,500)	34,972,079	147,790,579
Total net position, beginning of year	281,082,333	281,082,333	281,082,333	-
Total net position, end of year	$ 139,911,933	$ 168,263,833	$ 316,054,412	$ 147,790,579

CITY OF GOODYEAR, ARIZONA
SANITATION
Enterprise Fund
Schedule of Operations
Budget and Actual
For the Year Ended June 30, 2021

	Budgeted Amounts			
Operating Revenues	Original	Final	Actual	Variance with Final Budget
Charges for services	$ 8,491,300	$ 8,491,300	$ 8,042,545	$ (448,755)
Other revenues	9,000	9,000	-	(9,000)
Total operating revenues	8,500,300	8,500,300	8,042,545	(457,755)
Operating Expenses				
Salaries, wages and benefits	1,134,900	1,144,400	1,208,574	(64,174)
Cost of sales and services	6,650,000	6,750,800	5,112,620	1,638,180
Depreciation	-	-	226,428	(226,428)
Total operating expenses	7,784,900	7,895,200	6,547,622	1,347,578
Operating income (loss)	715,400	605,100	1,494,923	889,823
Non-operating Revenues (Expenses)				
Investment income	61,000	61,000	2,878	(58,122)
Gain (loss) on sale of assets	-	-	109,225	109,225
Total non-operating revenue (expense)	61,000	61,000	112,103	51,103
Income (loss) before contributions and transfers	776,400	666,100	1,607,026	940,926
Transfers out	(1,609,500)	(1,625,000)	(1,350,835)	274,165
Change in net position	(833,100)	(958,900)	256,191	1,215,091
Total net position, beginning of year	5,437,458	5,437,458	5,437,458	-
Total net position, end of year	$ 4,604,358	$ 4,478,558	$ 5,693,649	$ 1,215,091

STATISTICAL SECTION

The Statistical Section presents financial statement trends as well as detailed financial and operational information not available elsewhere in the report. The Statistical Section is intended to enhance the reader's understanding of the information presented in the Financial Statements, Notes to the Financial Statements, and Other Supplementary Information presented in this report.


CITY OF
Goodyear

STATISTICAL SECTION

The statistical section presents financial statement trends as well as detailed financial and operational information not available elsewhere in the report. The statistical section is intended to enhance the reader's understanding of the information presented in the financial statements, notes to the financial statements, and other supplementary information presented in this report. The statistical section is comprised of the five categories of statistical information presented below.

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial position and financial activities have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the factors affecting the City's ability to generate revenue.

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the government's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information

These schedules contain information about the City's operations and various resources to help the reader understand how the information in the City's financial report relates to the services the government provides and the activities it performs.

Due to cost considerations for the accumulation of data, the City has elected to present less than ten years of data, or data from less than nine year prior, for certain statistical schedules. This information will be accumulated and reported each year until the complete ten years of data is presented.

Note: For locally assessed property (i.e., excluding mines, utilities, etc.) Proposition 117, approved by voters in 2012, amended the Arizona Constitution to require that all property taxes after fiscal year 2014-15 be based upon property values limited to five percent in annual growth. The aggregate assessed value of all taxable properties within a taxing jurisdiction (i.e., after applying assessment ratios based on the use of a property), including property values with a growth limit, is currently referred to as net limited assessed value and formerly as primary assessed value. In accordance with Proposition 117, this value is used for all taxing purposes beginning fiscal year 2015-16. Aggregate assessed value without a growth limit is currently referred to as net full cash assessed value and formerly as secondary assessed value. This remains the value utilized for determining debt capacity limits.

City of Goodyear
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

(Unaudited)

	Fiscal Year			
	2012*	2013	2014**	2015
Governmental Activities				
Net investment in capital assets	$ 329,064,345	$ 333,034,884	$ 345,513,895	$ 365,019,949
Restricted	108,246,415	99,128,020	85,246,465	92,247,738
Unrestricted	20,147,669	35,820,702	9,672,461	5,722,007
Total Governmental Activities Net Position	457,458,429	467,983,606	440,432,821	462,989,694
Business-type Activities				
Net investment in capital assets	178,432,900	178,456,590	177,274,142	176,380,867
Restricted	3,799,026	3,196,131	5,640,492	7,607,902
Unrestricted	11,229,680	16,616,254	9,860,573	14,190,297
Total Business-type Activities Net Position	193,461,606	198,268,975	192,775,207	198,179,066
Primary Government				
Net investment in capital assets	507,497,245	511,491,474	522,788,037	541,400,816
Restricted	112,045,441	102,324,151	90,886,957	99,855,640
Unrestricted	31,377,349	52,436,956	9,112,875	19,912,304
Total Primary Government Net Position	$ 650,920,035	$ 666,252,581	$ 622,787,869	$ 661,168,760

Notes:
*Net position adjusted for adoption of GASB Statement No. 65
**Net position adjusted for adoption of GASB Statement No. 68

Source: Statement of Net Position

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 361,739,970	$ 379,899,821	$ 381,473,262	$ 342,610,234	$ 334,972,021	$ 435,167,043
92,276,066	90,497,505	87,435,376	149,077,511	155,095,665	147,571,052
19,147,997	16,944,442	29,981,817	43,643,472	112,776,992	106,628,136
473,164,033	487,341,768	498,890,455	535,331,217	602,844,678	689,366,231
180,640,162	181,242,982	199,032,946	227,004,152	254,623,951	302,551,844
18,131,719	21,072,234	13,468,708	6,346,204	-	-
7,380,491	15,974,822	24,366,584	26,960,200	31,895,840	19,196,217
206,152,372	218,290,038	236,868,238	260,310,556	286,519,791	321,748,061
542,380,132	561,142,803	580,506,208	569,614,386	589,595,972	737,718,887
110,407,785	111,569,739	100,904,084	155,423,715	155,095,665	147,571,052
26,528,488	32,919,264	54,348,401	70,603,672	144,672,832	125,824,353
$ 679,316,405	$ 705,631,806	$ 735,758,693	$ 795,641,773	$ 889,364,469	$ 1,011,114,292

City of Goodyear
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)
(Unaudited)

	2012	2013	2014	2015	2016
Expenses**					
Governmental Activities:					
General government	$ 18,353,630	$ 17,652,646	$ 18,216,169	$ 19,624,056	$ 19,824,313
Public safety	25,423,233	27,987,404	30,710,193	31,834,683	34,823,588
Highways and streets	13,179,678	14,355,644	19,368,539	17,941,162	20,753,487
Public works	4,168,252	3,090,345	2,773,348	3,361,822	7,920,958
Culture and recreation	4,962,070	5,539,612	5,827,309	6,422,764	6,880,654
Development services	6,225,917	7,194,428	5,836,254	7,005,308	7,981,904
Interest on long-term debt	10,441,684	10,411,562	9,282,269	8,763,353	8,479,284
Total Governmental Activities Expenses	$ 82,754,464	$ 86,231,641	$ 92,014,081	$ 94,953,148	$ 106,664,188
Business-type Activities					
Water and wastewater	$ 20,654,800	$ 21,912,587	$ 23,511,395	$ 25,489,522	$ 27,647,487
Sanitation	5,154,201	5,246,666	5,472,534	5,802,163	6,444,459
Stadium*	11,634,491	12,204,354	12,529,987	12,407,494	12,647,134
Total Business-type Activities Expenses	$ 37,443,492	$ 39,363,607	$ 41,513,916	$ 43,699,179	$ 46,739,080
Total Primary Government Expenses	$ 120,197,956	$ 125,595,248	$ 133,527,997	$ 138,652,327	$ 153,403,268

Notes:
* Stadium Fund was reclassified to governmental activities in 2017
** Beginning in fiscal year 2016 expense functions were consolidated to align with the basic financial statement

Source: Statement of Activities

2017	2018	2019	2020	2021
$ 20,151,975	$ 23,781,937	$ 23,478,993	$ 26,604,672	$ 31,006,001
47,535,184	45,439,446	52,241,594	59,271,160	60,372,627
19,181,162	26,460,464	21,330,274	21,599,888	21,439,214
3,569,658	4,232,567	7,972,935	10,177,808	9,655,317
15,363,752	19,080,188	19,083,232	18,739,373	19,716,170
7,316,935	6,591,111	8,380,985	10,466,142	11,665,512
12,131,284	11,582,014	8,797,275	9,009,554	10,360,626
$ 125,249,950	$ 137,167,727	$ 141,285,288	$ 155,868,597	$ 164,215,467
$ 30,139,626	$ 26,853,794	$ 31,493,180	$ 40,540,282	$ 48,483,586
5,868,228	6,206,843	6,681,134	6,028,780	6,547,622
-	-	-	-	-
$ 36,007,854	$ 33,060,637	$ 38,174,314	$ 46,569,062	$ 55,031,208
$ 161,257,804	$ 170,228,364	$ 179,459,602	$ 202,437,659	$ 219,246,675

continued

City of Goodyear
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)
(Unaudited)

	Fiscal Year				
	2012	2013	2014	2015	2016
Program Revenue*					
Governmental Activities:					
Charges for Services:					
General government	$ 1,691,455	$ 2,884,854	$ 2,603,723	$ 2,766,974	$ 2,398,256
Public safety	807,498	1,176,336	714,614	1,624,427	1,713,627
Highway and streets	-	-	-	-	-
Public works	-	-	-	-	-
Culture and recreation	322,215	304,128	433,384	416,607	386,041
Developmental services	4,163,050	6,206,750	6,899,047	5,353,778	7,043,227
Operating Grants and Contributions	7,636,691	4,654,268	7,565,511	10,777,134	9,518,206
Capital Grants and Contributions	9,701,254	11,358,824	6,171,185	8,252,449	12,134,476
Total Governmental Activities Program Revenues	$ 24,322,163	$ 26,585,160	$ 24,387,464	$ 29,191,369	$ 33,193,833
Business-type Activities					
Charges for Services:					
Water and wastewater	$ 20,105,006	$ 22,667,401	$ 24,767,428	$ 24,650,687	$ 27,724,410
Sanitation	6,115,977	6,368,920	6,641,318	6,922,425	7,125,427
Stadium*	1,633,230	1,741,609	2,182,278	2,237,359	2,234,046
Operating Grants and Contributions	-	-	-	-	110,837
Capital Grants and Contributions	9,252,599	7,987,680	5,962,050	14,454,883	11,692,490
Total Business-type Activities Revenues	37,106,812	38,765,610	39,553,074	48,265,354	48,887,210
Total Primary Government Revenues	$ 61,428,975	$ 65,350,770	$ 63,940,538	$ 77,456,723	$ 82,081,043
Net (Expense)/Revenue					
Governmental Activities	$ (58,432,301)	$ (59,646,481)	$ (67,626,617)	$ (65,761,779)	$ (73,470,355)
Business-type Activities	(336,680)	(597,997)	(1,960,842)	4,566,175	2,148,130
Total Primary Government Net Revenues	$ (58,768,981)	$ (60,244,478)	$ (69,587,459)	$ (61,195,604)	$ (71,322,225)

Note:
* Beginning in fiscal year 2016 program revenues were consolidated to align with the basic financial statements

Source: Statement of Activities

Fiscal Year				
2017	2018	2019	2020	2021
$ 2,368,056	$ 2,592,414	$ 4,965,435	$ 3,509,152	$ 7,070,344
1,313,160	1,373,556	6,987,626	7,243,340	7,421,123
-	81,727	382,531	440,190	490,969
-	-	405,393	583,405	501,541
3,135,416	2,984,530	4,008,274	2,916,950	2,765,727
9,079,431	10,416,143	12,993,399	18,765,859	19,839,213
10,546,333	16,164,698	9,809,818	18,571,098	9,587,222
12,246,216	7,442,815	21,231,123	23,253,699	30,499,488
$ 38,688,612	$ 41,055,883	$ 60,783,599	$ 75,283,693	$ 78,175,627
$ 31,358,803	$ 35,203,483	$ 42,658,585	$ 60,392,907	$ 62,983,880
7,577,840	7,812,267	8,058,461	8,319,350	8,042,545
-	-	-	-	-
110,718	-	-	-	-
13,317,172	12,237,823	12,962,807	5,765,107	26,481,652
52,364,533	55,253,573	63,679,853	74,477,364	97,508,077
$ 91,053,145	$ 96,309,456	$ 124,463,452	$ 149,761,057	$ 175,683,704
$ (86,561,338)	$ (96,111,844)	$ (80,501,689)	$ (80,584,904)	$ (86,039,840)
16,356,679	22,192,936	25,505,539	27,908,302	42,476,869
$ (70,204,659)	$ (73,918,908)	$ (54,996,150)	$ (52,676,602)	$ (43,562,971)

continued

City of Goodyear
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)
(Unaudited)

	Fiscal Year				
	2012	2013	2014	2015	2016
Revenues and Other Changes in Net Position					
Governmental Activities:					
Taxes	$ 55,301,512	$ 58,957,595	$ 63,495,983	$ 66,223,459	$ 71,256,446
Intergovernmental	12,704,826	14,194,960	15,285,440	16,361,588	16,848,837
Investment income	319,017	439,982	414,689	361,146	710,040
Special assessments*	-	-	2,189,906	4,980,000	-
Miscellaneous	493,244	1,455,665	1,183,618	975,258	393,977
Transfers	(3,892,665)	(4,876,544)	(5,138,252)	(582,797)	(5,564,606)
Special item - Loss on debt extinguishment	-	-	-	-	-
Total Governmental Activities	$ 64,925,934	$ 70,171,658	$ 77,431,384	$ 88,318,654	$ 83,644,694
Business-type Activities					
Investment income	$ 92,945	$ 95,839	$ 136,531	$ 151,405	$ 237,615
Proceeds from the sale of water rights	-	-	-	-	-
Miscellaneous	117,103	432,983	222,911	103,482	22,955
Transfers	3,892,665	4,876,544	5,138,252	582,797	5,564,606
Total Business-type Activities	$ 4,102,713	$ 5,405,366	$ 5,497,694	$ 837,684	$ 5,825,176
Total Primary Government	$ 69,028,647	$ 75,577,024	$ 82,929,078	$ 89,156,338	$ 89,469,870
Changes in Net Position					
Governmental Activities	$ 6,493,633	$ 10,525,177	$ 9,804,767	$ 22,556,875	$ 10,174,339
Business-type Activities	3,766,033	4,807,369	3,536,852	5,403,859	7,973,306
Total Primary Government	$ 10,259,666	$ 15,332,546	$ 13,341,619	$ 27,960,734	$ 18,147,645

Note:
* Prior to fiscal year 2014 Special Assessments were shown in Public Works-Capital Grants and Contributions

Source: Statement of Activities

Fiscal Year				
2017	2018	2019	2020	2021
$ 74,899,373	$ 82,662,446	$ 90,314,174	$ 116,603,604	$ 137,957,936
20,019,457	19,967,694	21,244,412	22,785,856	26,494,716
560,547	1,196,857	4,661,685	4,412,256	899,168
-	-	-	-	-
886,502	341,814	934,949	797,405	309,020
2,800,000	3,700,000	3,700,000	3,499,244	6,900,553
-	(36,893)	-	-	-
$ 99,165,879	$ 107,868,811	$ 120,855,220	$ 148,098,365	$ 172,561,393
$ 123,100	$ 47,246	$ 1,595,877	$ 1,800,177	$ (461,996)
-	-	-	-	-
31,081	37,024	40,902	-	113,950
(2,800,000)	(3,700,000)	(3,700,000)	(3,499,244)	(6,900,553)
$ (2,645,819)	$ (3,615,730)	$ (2,063,221)	$ (1,699,067)	$ (7,248,599)
$ 96,520,060	$ 104,253,081	$ 118,791,999	$ 146,399,298	$ 165,312,794
$ 12,604,541	$ 11,756,967	$ 40,353,531	$ 67,513,461	$ 86,521,553
13,710,860	18,577,206	23,442,318	26,209,235	35,228,270
$ 26,315,401	$ 30,334,173	$ 63,795,849	$ 93,722,696	$ 121,749,823

concluded


CITY OF
Goodyear

City of Goodyear
Governmental Activities Tax Revenues By Source
Last Ten Fiscal Years
(accrual basis of accounting)
(Unaudited)

Fiscal Year	Property Taxes	Sales & Use Taxes	Franchise Taxes	State Shared Revenues - not Restricted for Specific Programs: State Shared Sales	State Revenue Sharing	Highway User Revenue
2012	16,572,825	36,364,557	2,460,521	7,195,568	5,509,258	3,269,285
2013	16,218,397	40,222,752	2,529,456	7,527,259	6,667,701	3,575,158
2014	17,109,458	43,775,464	2,611,061	8,009,713	7,275,727	3,681,156
2015	18,171,606	45,333,649	2,718,204	8,459,645	7,901,942	4,041,402
2016	19,114,087	49,309,600	2,832,759	8,988,686	7,859,101	4,264,827
2017	19,875,628	52,085,570	2,941,175	10,324,010	9,665,448	5,066,574
2018	20,649,103	58,831,503	3,181,840	10,354,186	9,613,508	5,042,068
2019	22,099,698	64,940,363	3,274,113	11,573,618	9,670,794	5,463,045
2020	23,673,696	89,722,744	3,207,164	12,074,091	10,711,765	5,622,730
2021	25,858,467	108,495,439	3,604,030	14,084,067	12,410,649	6,020,431

Source: City Financial Records and Reports

City of Goodyear
Excise Tax Collections
Last Ten Fiscal Years
(accrual basis of accounting)
(Unaudited)

	Fiscal Year				
	2012	2013	2014	2015	2016
City Privilege (Sales) Tax	$ 36,364,557	$ 40,222,752	$ 43,775,464	$ 45,333,649	$ 49,309,600
State-Shared Sales Tax	5,100,608	5,342,879	5,681,717	5,965,400	6,258,721
State-Shared Income Tax	5,509,258	6,667,701	7,275,727	7,901,942	7,859,101
State-Share Vehicle License Tax	2,094,960	2,184,380	2,327,996	2,494,245	2,729,966
Fines and Forfeitures	825,971	809,334	884,735	860,313	839,108
Franchise Taxes	2,460,521	2,529,456	2,611,016	2,718,204	2,832,759
Total	$ 52,355,875	$ 57,756,502	$ 62,556,655	$ 65,273,754	$ 69,829,255

Source: City Financial Records and Reports

Fiscal Year				
2017	2018	2019	2020	2021
$ 52,085,570	$ 58,831,503	$ 64,940,363	$ 89,722,744	$ 108,495,439
7,217,395	7,151,224	8,121,305	8,558,218	9,962,516
9,665,448	9,613,508	9,670,794	10,711,765	12,410,649
3,106,615	3,202,962	3,452,313	3,515,873	4,121,551
925,314	1,044,317	1,044,516	869,101	1,037,122
2,941,175	3,181,840	3,274,113	3,207,164	3,604,030
$ 75,941,517	$ 83,025,354	$ 90,503,404	$ 116,584,865	$ 139,631,307

City of Goodyear
Sales & Use Taxes
by Industry Classification
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year				
	2012	2013	2014	2015	2016
Retail Trade	$ 13,576,350	$ 14,265,735	$ 15,787,043	$ 16,348,224	$ 17,279,498
Food for Home Comsumption	N/A	N/A	N/A	N/A	N/A
Retail Sales Single Item Over $5,000	N/A	N/A	N/A	N/A	N/A
Online Marketplace	N/A	N/A	N/A	N/A	N/A
Construction	4,755,592	7,027,296	7,988,471	5,559,142	7,545,663
Restaurant & Bar	4,763,951	5,079,528	5,450,424	6,343,415	7,032,111
Utilities	3,469,559	3,656,309	3,819,536	4,051,837	4,077,652
Real Estate	3,480,031	4,405,695	4,467,373	5,480,481	5,575,550
Use Tax	N/A	N/A	N/A	N/A	N/A
Hotels	873,241	885,571	849,052	1,067,357	1,096,710
Miscellaneous	1,414,929	873,005	968,896	1,032,464	839,592
Services	1,640,296	1,700,258	1,764,488	2,424,312	2,833,590
Mining & Government	9,534	970	4,024	7,159	6,534
Manufacturing	701,876	759,858	931,362	1,318,999	1,410,894
Wholesale Trade	924,842	977,475	1,072,608	1,130,527	1,032,679
Total*	$ 35,610,202	$ 39,631,700	$ 43,103,277	$ 44,763,917	$ 48,730,473

Note: Total may differ from Governmental Activities Tax Revenues By Source because of difference in reporting periods.

Source: Arizona Department of Revenue North American Industry Code System (NAICS) & Business Class Summary

Fiscal Year				
2017	2018	2019	2020	2021
$ 15,858,660	$ 17,225,692	$ 19,005,260	$ 23,110,619	$ 33,935,084
3,025,758	3,010,974	3,521,946	4,244,991	4,934,402
1,467,287	1,551,211	1,572,031	1,808,400	2,235,620
N/A	N/A	N/A	1,420,681	4,453,219
10,836,043	13,341,879	16,452,327	32,982,384	32,360,764
8,506,564	9,225,969	9,958,478	10,088,705	11,978,934
3,606,813	3,804,722	3,882,328	3,880,600	4,325,833
4,772,566	5,005,280	5,690,265	6,518,205	8,006,495
1,185,539	1,530,696	3,025,135	3,013,942	3,414,172
1,109,804	1,269,275	1,408,405	1,302,400	1,682,639
511,710	647,714	690,088	717,475	436,584
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
$ 50,880,744	$ 56,613,413	$ 65,206,263	$ 89,088,402	$ 107,763,744

City of Goodyear
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(Unaudited)

	Fiscal Year				
	2012	2013	2014	2015	2016
General Fund					
Nonspendable:					
Advances to other funds	$ 961,840	$ 961,840	$ 961,840	$ 961,840	$ 961,840
Inventories	16,258	8,916	25,261	21,656	-
Prepaid items	500,911	486,842	504,865	573,473	667,798
Restricted by:					
Charter mandates	3,377,572	3,528,982	3,676,547	3,841,444	4,009,183
Court	261,229	234,813	221,290	240,631	178,351
Law enforcement	125,812	208,085	274,392	309,112	427,243
Transit	-	543,022	644,135	745,210	847,446
Assigned to:					
IT replacement	437,873	170,684	1,484,148	108,301	498,851
Fleet replacement	1,730,168	3,032,429	1,502,483	2,508,319	3,196,101
Risk management	811,244	357,741	792,947	1,088,234	1,077,452
Parks management	-	-	-	-	1,271,367
Police asset reserve	-	-	-	-	-
Fire asset reserve	-	-	-	-	-
Traffic signal reserve	-	-	-	-	-
General Fund FY2021 Budget	-	-	-	-	-
Unassigned	23,074,844	33,325,255	43,707,677	49,783,760	52,620,845
Total General Fund	$ 31,297,751	$ 42,858,609	$53,795,585	$ 60,181,980	$ 65,756,477
All Other Governmental Funds					
Nonspendable:					
Inventories	$ 412,916	$ 595,675	$ 650,344	$ 487,413	$ 564,639
Prepaid items	45,225	36,182	-	-	-
Restricted by:					
Debt service	15,663,838	15,482,259	14,848,703	13,810,210	12,989,198
Development impact fees	21,720,718	16,241,644	7,892,792	9,833,566	12,882,857
Highway user funds	400,610	493,395	47,570	174,025	721
Tourism	-	-	-	-	-
Transit	-	-	-	-	-
Capital projects	-	1,695,700	274,106	4,414,851	-
Community facilities districts operations	538,410	711,980	803,837	1,109,573	1,434,106
Committed	-	-	-	-	-
Ball Park	-	-	-	-	-
Unassigned	(9,854)	(26,073)	(73,354)	(66,487)	(28,737)
Total All Other Governmental Funds	$ 38,771,863	$ 35,230,762	$24,443,998	$ 29,763,151	$ 27,842,784

Note:
*Starting with fiscal year 2011, fund balances were stated in classification required by GASB Statement No. 54

Source: City Financial Records and Reports

Fiscal Year				
2017	2018	2019	2020	2021
$ 1,251,242	$ 1,045,531	$ -	$ -	$ -
-	-	311,940	210,154	283,305
683,056	758,946	1,402,473	2,134,415	2,159,059
4,186,816	4,377,576	4,582,213	4,813,576	-
200,753	238,965	294,594	445,474	453,814
384,144	432,662	470,847	327,832	372,270
952,239	1,064,752	1,189,336	1,156,827	1,260,501
1,829,656	1,956,201	1,988,219	2,656,884	3,209,868
1,251,242	4,504,416	3,910,722	3,455,394	5,953,763
933,704	888,212	805,987	475,484	750,000
2,729,350	3,033,620	3,280,541	2,421,309	3,103,501
2,147,582	134,146	156,142	-	-
403,209	454,872	738,260	892,018	987,419
-	74,699	1,362,099	1,299,118	1,387,206
-	-	55,747,287	86,240,624	98,074,000
53,399,369	60,552,115	16,546,219	18,030,053	29,258,434
$ 70,352,362	$ 79,516,713	$ 92,786,879	$ 124,559,162	$ 147,253,140
$ 533,304	$ 553,663	$ 678,548	$ 497,974	$ 521,217
-	-	-	-	-
13,219,610	5,576,920	5,913,772	5,945,421	2,277,075
12,428,141	19,453,023	29,633,601	43,001,310	55,713,143
37,130	-	-	-	70
-	-	-	-	62,500
-	35,863	249	-	-
9,869,218	21,876,083	43,953,339	40,471,387	38,019,761
1,846,863	2,442,864	10,164,456	9,978,487	5,643,082
1,647,416	1,963,850	2,555,378		
-	-	-	3,043,242	3,729,087
(105,729)	(22,755)	(188,894)	(501,057)	(150,748)
$ 39,475,953	$ 51,879,511	$ 92,710,449	$ 102,436,764	$ 105,815,187

City of Goodyear
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(Unaudited)

	Fiscal Year				
	2012	2013	2014	2015	2016
Revenues					
Taxes	$ 55,397,903	$ 58,970,605	$ 63,577,425	$ 66,203,440	$ 71,287,200
Licenses and permits	4,729,946	6,793,070	7,460,830	6,558,607	7,357,205
Intergovernmental	19,319,623	18,723,318	19,325,653	21,749,386	21,811,572
Charges for services	3,876,918	6,322,025	4,658,927	4,576,618	5,792,947
Fines and forfeits	825,971	809,334	884,735	860,313	839,108
Investment income	319,017	439,982	414,689	361,146	710,040
Special assessments	5,844,915	5,845,306	5,839,886	5,762,295	6,096,012
Contributions	3,099,952	4,024,175	2,408,357	2,976,642	1,346,713
Miscellaneous	361,202	567,839	1,327,008	243,473	728,930
Total Revenues	93,775,447	102,495,654	105,897,510	109,291,920	115,969,727
Expenditures *					
General government	16,953,769	17,376,427	16,895,276	18,081,622	17,968,635
Public safety	24,862,833	26,764,289	28,310,822	29,505,746	32,881,648
Highways and streets	3,340,208	4,674,325	5,585,966	5,494,087	5,680,917
Public works	2,967,386	2,093,312	2,045,578	2,268,109	2,255,101
Culture and recreation	4,115,701	4,884,349	4,975,947	5,265,454	5,712,191
Development services	4,557,391	5,232,999	5,823,318	6,933,854	7,933,367
Capital outlay	6,437,600	18,252,039	18,496,444	11,326,103	15,988,901
Debt Service:					
Principal retirement	12,433,024	10,226,228	9,441,923	9,291,703	9,772,183
Interest and debt cost	10,687,152	10,987,906	9,765,514	9,323,202	9,046,458
Payment to refunded bond escrow agent	-	-	-	-	-
Total Expenditures	86,355,064	100,491,874	101,340,788	97,489,880	107,239,401
Excess of Revenues over (under) Expenditures	7,420,383	2,003,780	4,556,722	11,802,040	8,730,326

Notes:
* Beginning in fiscal year 2016 expenditure functions were consolidated to align with the basic financial statements

Source: Statement of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year				
2017	2018	2019	2020	2021
$ 74,924,078	$ 82,602,447	$ 90,300,757	$ 116,390,115	$ 138,046,896
9,302,729	10,636,668	12,314,128	18,061,371	19,073,277
25,780,719	26,773,324	27,458,465	39,616,094	34,652,939
9,227,037	10,418,539	12,234,549	17,351,117	23,799,246
925,314	1,044,317	1,044,516	869,101	1,037,122
560,547	1,196,857	4,606,033	4,351,915	898,599
6,009,405	5,968,798	9,868,376	5,509,308	6,810,016
1,638,229	6,358,002	4,036,766	6,247,217	5,588,920
516,160	2,485,672	1,192,520	1,504,393	1,257,515
128,884,218	147,484,624	163,056,110	209,900,631	231,164,530
19,191,902	20,825,896	20,801,270	22,828,171	28,189,094
36,905,961	39,779,006	43,459,463	45,641,389	72,064,162
5,748,952	5,517,174	7,563,123	7,399,662	7,548,526
2,598,519	2,897,716	2,827,608	4,044,509	3,708,625
12,090,866	11,315,720	14,108,472	13,042,653	14,500,770
7,187,389	7,159,767	7,641,804	8,916,314	10,500,186
17,628,611	30,366,883	17,066,876	40,565,230	84,788,927
14,581,544	19,642,573	21,763,951	19,465,657	662,198
12,968,581	15,708,001	12,599,646	10,818,794	25,673,172
-	4,622,056	-	-	10,279,320
128,902,325	157,834,792	147,832,213	172,722,379	257,914,980
(18,107)	(10,350,168)	15,223,897	37,178,252	(26,750,450)

continued

City of Goodyear
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(Unaudited)

	Fiscal Year				
	2012	2013	2014	2015	2016
Other Financing Sources and (Uses)					
Transfer in	$ 5,504,462	$ 4,726,150	$ 5,356,364	$ 4,588,019	$ 3,539,227
Transfer out	(9,397,127)	(9,602,694)	(10,494,616)	(9,923,248)	(9,091,060)
Sale of assets*	-	-	-	-	-
Debt issuance	1,780,000	10,500,000	-	4,980,000	-
Debt premium	129,958	-	-	(39,461)	-
Refunding bonds	11,530,000	10,685,000	14,755,000	7,015,000	18,535,000
Refunding bonds premium	949,267	672,545	1,114,908	452,099	2,047,350
Payment to refunded bond escrow agent	(11,530,000)	(10,965,024)	(15,138,166)	(7,168,901)	(20,106,713)
Total Other Financing Sources and (Uses)	(1,033,440)	6,015,977	(4,406,510)	(96,492)	(5,076,196)
Net Change in Fund Balances	$ 6,386,943	$ 8,019,757	$ 150,212	$ 11,705,548	$ 3,654,130
Debt Service as a Percentage of Noncapital Expenditures	28.9%	25.8%	22.3%	20.6%	18.4%

Notes:

* Beginning in fiscal year 2019 sales of assets was broken out to align with the basic financial statements.

Source: City Financial Records and Reports

Fiscal Year				
2017	2018	2019	2020	2021
$ 12,768,632	$ 13,901,429	$ 17,954,246	$ 28,400,983	$ 45,929,762
(9,968,632)	(10,201,429)	(14,254,246)	(24,901,739)	(39,029,209)
-	-	346,124	291,817	213,803
10,968,000	25,015,000	33,873,000	529,285	39,530,000
-	-	958,083	-	-
118,130,941	51,537,627	-	-	25,520,000
14,546,606	722,171	-	-	5,859,505
(130,387,703)	(49,056,702)	-	-	(25,201,010)
16,057,844	31,918,096	38,877,207	4,320,346	52,822,851
$ 16,039,737	$ 21,567,928	$ 54,101,104	$ 41,498,598	$ 26,072,401
24.7%	27.8%	26.3%	22.9%	21.1%

concluded

City of Goodyear
Property Tax Rates
Direct and Overlapping Governments
Last Ten Fiscal Years
(Unaudited)

	City Direct Rate			Overlapping Rates				
				County-Wide Jurisdictions				
Fiscal Year	Operating Rate	Debt Service Rate	Total City Rate	County Operating Rate	County Library District Rate	Fire District Assistance Rate	County Flood District Rate	County Education Equalization Rate
2012	0.9446	0.6554	1.6000	1.2407	0.0492	0.0084	0.1780	0.4259
2013	1.1115	0.6635	1.7750	1.2407	0.0492	0.0110	0.1780	0.4717
2014	1.1994	0.7006	1.9000	1.2807	0.0438	0.0121	0.1392	0.5123
2015	1.1836	0.6864	1.8700	1.3209	0.0556	0.0113	0.1392	0.5089
2016	1.1637	0.7063	1.8700	1.3609	0.0556	0.0116	0.1592	0.5054
2017	1.1598	0.7025	1.8623	1.4009	0.0556	0.0112	0.1792	0.5010
2018	1.1344	0.6005	1.7349	1.4009	0.0556	0.0102	0.1792	0.4875
2019	1.1084	0.6266	1.7350	1.4009	0.0556	0.0107	0.1792	0.4741
2020	1.0619	0.6713	1.7332	1.4009	0.0556	0.0095	0.1792	0.4566
2021	1.0330	0.7005	1.7335	1.4009	0.0556	0.0090	0.1792	0.4426

Source: Maricopa County Assessor's Office

continued

	Overlapping Rates								
	County-Wide Jurisdictions				School Districts				
Fiscal Year	Community College Rate	Central Arizona Project Rate	Special Health Care District Rate	Total County Rate	Agua Fria/ Avondale Rate	Litchfield Rate	Buckeye/ Liberty Rate	Tolleson/ Littleton Rate	Mobile Rate
2012	1.2082	0.1000	0.1494	3.3598	7.4753	3.2590	6.2698	7.8626	4.9490
2013	1.3778	0.1000	-	3.4284	7.4945	3.8863	6.9607	9.2259	6.9350
2014	1.5340	0.1400	-	3.6621	8.2090	3.9772	7.1092	11.4641	7.7572
2015	1.5187	0.1400	-	3.6946	10.0022	3.7780	8.0102	10.4333	7.8876
2016	1.4940	0.1400	-	3.7267	9.4960	3.8352	7.6149	9.9303	7.8876
2017	1.4651	0.1400	0.3053	4.0583	9.8771	3.8142	7.0163	9.5342	8.1213
2018	1.4096	0.1400	0.2941	3.9771	8.9315	3.4763	7.0616	9.8185	7.8876
2019	1.1708	0.1400	0.2941	3.7254	8.4894	3.8499	6.8080	10.0261	7.8876
2020	1.1565	0.1400	0.1871	3.5854	7.8709	3.6716	6.6742	10.6716	7.8876
2021	1.1250	0.1400	0.1838	3.5361	7.6157	3.5229	8.8758	10.2551	7.8876

continued

City of Goodyear
Property Tax Rates
Direct and Overlapping Governments
Last Ten Fiscal Years
(Unaudited)

	Overlapping Rates						
	Other Special Taxing Districts						
Fiscal Year	West Maricopa Education Center District Rate	Central Arizona GRD Rate	Roosevelt Irrigation District Rate	Centerra Community Facilities District Rate	Cortina Community Facilities District Rate	Cottonflower Community Facilities District Rate	Estrella Mtn. Ranch Community Facilities District Rate
2012	0.0500	1.0000	17.1000	2.1961	2.7298	3.4033	1.3000
2013	0.0500	1.0000	17.1000	3.2961	2.8500	3.8528	1.3000
2014	0.0592	1.0000	17.1000	3.3559	2.8500	3.9890	1.3000
2015	0.0810	1.0000	27.1000	3.0361	2.6034	3.2768	1.3000
2016	0.0698	1.0000	27.1000	3.1327	2.5999	3.3377	1.3000
2017	0.0840	1.0000	27.1000	2.7404	2.3824	3.0482	1.3000
2018	0.1780	1.0000	27.1000	2.6706	1.8877	2.5714	1.3000
2019	0.1494	1.0000	29.8100	2.5823	1.8664	2.5413	1.3000
2020	0.1634	1.0000	29.8100	2.4421	1.8994	2.5400	1.3000
2021	0.1655	1.0000	29.8100	2.1576	1.9843	2.5443	1.3000

continued

Fiscal Year	Overlapping Rates					
	Other Special Taxing Districts					
	Goodyear Community Facilities General District #1 Rate	Goodyear Community Facilities Utilities District #1 Rate	Palm Valley Community Facilities District #3 Rate	King Ranch Community Facilities District Rate	Wildflower Community Facilities General District #1 Rate	Wildflower Community Facilities General District #2 Rate
2012	0.8034	1.0000	1.2684	0.3000	2.8718	2.9933
2013	1.0000	1.0000	1.8035	0.3000	3.3150	3.3467
2014	1.0000	1.0000	1.7844	0.3000	3.4365	3.8922
2015	0.7334	1.0162	1.2592	0.3000	2.7761	3.0227
2016	0.7075	1.1497	1.1097	0.3000	2.9103	3.1070
2017	0.8466	1.1500	0.9308	0.3000	2.7230	2.9330
2018	0.9600	1.1500	0.8682	0.3000	2.8882	3.0463
2019	0.8896	1.1480	0.8085	0.3000	2.8489	2.7801
2020	0.8903	0.9390	0.6107	0.3000	2.6309	2.7362
2021	0.9040	0.9039	0.5450	0.3000	2.5582	2.7278

concluded


CITY OF
Goodyear

City of Goodyear
Principal Property Tax Payers
Current Fiscal Year and Nine Years Prior
(Unaudited)

	Fiscal Year					
	2012			2021		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Arizona Public Service Company	$ 20,811,415	1	3.09%	$ 29,968,055	1	2.56%
VHS of South Phoenix, Inc.	$ 9,298,057	2	1.38%	19,592,567	2	1.67%
Microsoft Corporation				22,656,398	3	1.94%
Prologis Commerce Park				18,276,038	4	1.56%
Macys Logistics LLC	$ 7,444,200	3	1.11%	11,501,964	5	0.98%
Southwest Gas Corporation (T&D)	$ 4,930,436	8	0.73%	8,140,020	6	0.70%
HUHTAMAKI Inc				8,739,891	7	0.75%
Nike IHM Inc				8,692,668	8	0.74%
Lex Goodyear II LP				8,213,058	9	0.70%
HCL Goodyear Centerpointe LLC				6,953,659	10	0.59%
DH Goodyear LLC	$ 6,500,014	4	0.97%			
NNP III EMR 3 LLC	$ 5,517,187	5	0.82%			
Cardinal Capital Co	$ 5,225,632	6	0.78%			
The Market at Estrella Falls LLC	$ 5,140,140	7	0.76%			
First American Title Ins Co TR 7854	$ 4,549,096	9	0.68%			
BT Goodyear LLC	$ 4,210,347	10	0.63%			
Total	$ 73,626,524		10.94%	$ 142,734,318		12.19%

Source: Maricopa County Treasurer

City of Goodyear
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years
(Unaudited)

Fiscal Year Ended June 30		Total Assessed Value Residential Property	Total Assessed Value Commercial Property	Agricultural/ Vacant Land	Other	Less: Tax-Exempt Property	Net Assessed Value
2012	Primary	357,230,458	238,218,141	194,223,071	226,506	122,548,914	667,349,262
	Secondary	357,367,570	252,752,614	206,673,571	214,401	144,006,328	673,001,828
2013	Primary	338,747,451	220,657,668	163,082,414	240,243	120,560,037	602,167,739
	Secondary	339,165,652	228,812,312	167,084,029	244,254	129,664,064	605,642,183
2014	Primary	340,280,668	205,111,305	161,905,429	273,421	122,898,455	584,672,368
	Secondary	342,294,870	211,390,271	165,979,539	275,521	129,681,549	590,258,652
2015	Primary	393,827,703	192,119,198	158,537,781	1,158,177	115,918,333	629,724,526
	Secondary	416,834,896	196,638,563	169,043,455	1,167,249	122,400,093	661,284,070
2016	Limited Property Value	427,218,918	223,077,763	149,242,505	1,127,677	129,713,965	670,952,898
2017	Limited Property Value	457,689,029	227,887,800	146,856,414	6,601,784	128,500,705	710,534,322
2018	Limited Property Value	499,088,340	234,739,156	159,566,464	6,975,609	137,331,297	763,038,272
2019	Limited Property Value	538,457,161	256,367,234	152,787,152	7,383,730	132,980,202	822,015,075
2020	Limited Property Value	590,823,853	299,172,489	163,622,803	7,807,328	139,439,679	921,986,794
2021	Limited Property Value	650,949,118	344,929,979	177,112,944	8,038,693	150,205,990	1,030,824,744

Notes: Beginning in fiscal year 2016, the Net Assessed Limited Property Value is statutorily required to be used for the calculation of primary and secondary property taxes. Prior to fiscal year 2016, the primary levy was calculated using the limited assessed valuation and the secondary levy was calculated using the full cash assessed valuation. Detail data prior to 2009 for "primary" is not available.

Source: Maricopa County Assessor's Office

Total Direct Tax Rate	Estimated Actual Taxable Value	Assessed Value as Percentage of Actual Value
0.9446	5,978,258,706	11.2%
0.6554	6,130,095,795	11.0%
1.1115	5,513,086,956	10.9%
0.6635	5,583,052,641	10.8%
1.1994	5,485,036,603	10.7%
0.7006	5,562,951,789	10.6%
1.1836	6,012,798,998	10.5%
0.6864	6,332,435,414	10.4%
1.8700	6,479,932,484	10.4%
1.8623	6,951,354,974	10.2%
1.7349	7,490,466,600	10.2%
1.7350	7,985,016,888	10.3%
1.7332	8,822,931,900	10.4%
1.7335	9,758,686,383	10.6%

City of Goodyear
Property Tax Levies and Collections
Last Ten Fiscal Years
(Unaudited)

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year (a)	Collected within the Fiscal Year of the Levy		Collection in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2012	10,743,752	10,454,308	97.31%	101,729	10,556,037	98.25%
2013	10,714,099	10,523,654	98.22%	47,705	10,571,359	98.67%
2014	11,185,149	10,949,615	97.89%	51,739	11,001,355	98.36%
2015	11,992,446	11,808,563	98.47%	113,307	11,921,870	99.41%
2016	12,599,829	12,392,149	98.35%	(0)	12,392,149	98.35%
2017	13,157,209	13,024,932	98.99%	(53,465)	12,971,467	98.59%
2018	13,232,702	13,071,185	98.78%	-	13,071,185	98.78%
2019	14,263,392	14,097,133	98.83%	-	14,097,133	98.83%
2020	15,981,505	15,760,028	98.61%	-	15,760,028	98.61%
2021	17,871,100	17,528,715	98.08%	-	17,528,715	98.08%

(a) Tax levy is reported by the Treasurer as of August of each fiscal year. Amount does not include adjustments made to levy amounts after the August report.

Source: Maricopa County Treasurer's Office

City of Goodyear
Utility Statistical Data
Ten Largest Water Users
Current Fiscal Year and Nine Fiscal Years Ago
(Unaudited)

		Fiscal Year			
		2012		2021	
Entity	Type of User	Rank	Fees & Charges	Rank	Fees & Charges
City of Goodyear	Multi Purpose		$ -	1	$ 798,778
Las Brisas	Homeowner's Association		$ -	2	$ 698,670
Sarival Paseo Joint Community	Homeowner's Association	8	$ 129,625	3	$ 479,523
Canyon Trails HOA	Homeowner's Association	1	$ 205,109	4	$ 437,426
Avondale School	School		$ -	5	$ 383,729
Canyon Trails 4 - South	Homeowner's Association	4	$ 163,706	6	$ 342,012
Canyon Trails Unit HOA 4A	Homeowner's Association	2	$ 186,669	7	$ 335,814
Microsoft Corporation	Commercial		$ -	8	$ 293,583
Agua Fria Union High School Dist.	School	7	$ 132,095	9	$ 280,331
Shepard Investment	Apartments		$ -	10	$ 258,833
Estrella Joint Committee	Homeowner's Association	3	$ 176,348		
Cottonflower Goodyear Community	Homeowner's Association	5	$ 145,798		$ -
Canyon Trails Unit HOA 3A	Homeowner's Association	6	$ 136,309		
Cancer Treatment Center of America	Multi Purpose	9	$ 103,135		$ -
JB Park Shadows	Apartments	10	$ 102,081		$ -
Total			$ 1,480,877		$ 4,308,699
Total as a percent of total Water System Operating Revenue			13.85%		23.26%

Source: City customer service and billing records


CITY OF
Goodyear

City of Goodyear
Utility Statistical Data
Ten Largest Wastewater Users
Current Fiscal Year and Nine Fiscal Years ago
(Unaudited)

		Fiscal Year			
		2012		2021	
Entity	Type of User	Rank	Fees & Charges	Rank	Fees & Charges
Arizona State Prison/Perryville	Prison	1	$ 386,204	1	$ 1,423,685
Microsoft Corporation	Commercial		$ -	2	$ 193,237
Goodyear Partners	Commercial		$ -	3	$ 119,987
Christopher Todd Estrella	Irrigation		$ -	4	$ 110,934
Grayson Place Apartments	Apartments		$ -	5	$ 105,972
Huhtamaki	Irrigation		$ -	6	$ 97,701
Shepard Inv Apartments	Apartments		$ -	7	$ 95,987
Schoeller Arca Systems NC	Industrial		$ -	8	$ 85,131
JB Park Shadows	Apartments		$ -	9	$ 82,845
3 Minute Car Wash	Car Wash		$ -	10	$ 78,673
Cancer Treatment Center of America	Multi Purpose	2	$ 79,460		
JB Park Shadows	Apartments	3	$ 77,420		
Fairfield Development	Apartments	4	$ 69,594		
Fairfield Centerra LLC	Real Estate	5	$ 67,368		
Poore Brothers, Inc.	Food Manufacturer	6	$ 56,918		
Airport Training Center	Airport	7	$ 46,463		
Avondale Elementary	Education	8	$ 39,070		
Alliance Residential	Real Estate	9	$ 38,381		
Pem Investments	Real Estate	10	$ 37,088		
Total			$ 897,966		$ 2,394,152
Total as a percent of total Wastewater System Operating Revenue			9.33%		13.28%

Source: City customer service and billing records

City of Goodyear
Schedule of Existing and Adopted
Monthly Water & Wastewater Service Charges (2012 - 2021)
(Unaudited)

Description of Water System Services	Existing Fees		Adopted 2012	Adopted 2013	Adopted 2015	Adopted 2016	Adopted 2017	Adopted 2018	Adopted 2019	Adopted 2020	Adopted 2021
Base Charge											
(Meter Size)											
3/4 Inch	$ 12.70		$ 10.05	$ 10.23	$ 11.24	$ 12.70	$ 14.73	$ 16.35	$ 17.49	$ 18.54	$ 18.54
1 Inch	17.56		12.74	14.14	15.54	17.56	20.37	22.61	24.19	25.64	25.64
1 1/2 Inch	28.39		19.74	22.86	25.12	28.39	32.93	36.55	39.11	41.46	41.46
2 Inches	45.96		32.02	37.01	40.67	45.96	53.31	59.17	63.31	67.11	67.11
3 Inches	77.67		61.64	70.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67
4 Inches	126.65		99.58	115.24	126.65	126.65	126.65	126.65	126.65	126.65	126.65
6 Inches	240.36		189.08	218.71	240.36	240.36	240.36	240.36	240.36	240.36	240.36
Monthly Volume Charge - Residential											
0 - 6,000 gallons (per thousand)	$ 1.47	(2)	$ 1.46	$ 1.18	$ 1.30	$ 1.47	$ 1.71	$ 1.90	$ 2.03	$ 2.15	$ 2.15
6,001 - 12,000 (per thousand)	2.93	(3)	2.92	2.36	2.59	2.93	3.40	3.77	4.03	4.27	4.27
12,001 - 30,000 (per thousand)	4.40	(4)	4.38	3.54	3.89	4.40	5.10	5.66	6.06	6.42	6.42
30,001+ gallons (per thousand)	7.06	(5)	5.69	5.69	6.25	7.06	8.19	9.09	9.73	10.31	10.31
Monthly Volume Charge - Commercial											
0 - 40,000 gallons (per thousand)	$ 3.73		$ 2.60	$ 3.00	$ 3.30	$ 3.73	$ 4.29	$ 4.72	$ 4.91	$ 5.06	$ 5.06
40,001 - 100,000 gallons (per thousand)	5.97		4.16	4.80	5.28	5.97	6.87	7.56	7.86	8.10	8.10
100,001+ gallons (per thousand)	7.75		5.41	6.24	6.86	7.75	8.91	9.80	10.19	10.50	10.50

Note: Rates shown are for customers within city limits. The rates for customers outside of the city limits are 25% greater than the customers within city limits. Rate increases are adopted at the direction of City Council.

(1) Rates were updated during January 2017

(2) Monthly volume change for fees is 0 - 6,000 gallons (per thousand).

(3) Monthly volume change for fees is 6,001 - 12,000 gallons (per thousand).

(4) Monthly volume change for fees is 12,001 - 30,000 gallons (per thousand).

(5) Monthly volume change for fees is 30,001 - and over gallons (per thousand).

Schedule of Water System Rate Increases (2012-2021)

Date	Rate Increase	Date	Rate Increase
Fiscal Year 2012	9.4%	Fiscal Year 2017	16.0%
Fiscal Year 2013	0.0%	Fiscal Year 2018	11.0%
Fiscal Year 2014	N/A	Fiscal Year 2019	7.0%
Fiscal Year 2015	10.0%	Fiscal Year 2020	6.0%
Fiscal Year 2016	13.0%	Fiscal Year 2021	0.0%

Source: City Financial Records, Reports and Water & Wastewater Rate Study.
The table above reflects only certain fees and charges of the City's water system and is not a comprehensive statement of all such fees.

Description of Wastewater System Services	Existing Fees	Adopted 2012	Adopted 2013	Adopted 2016	Adopted 2017	Adopted 2018	Adopted 2019	Adopted 2020	Adopted 2021
Residential Wastewater Service									
Base Charge	(See below)								
Volume Charge (per 1,000 gallons)	$ 5.78	$ 4.90	$ 5.78	$ 5.95	$ 6.13	$ 6.25	$ 6.38	$ 6.51	$ 6.51
General Commercial Wastewater Service									
Base Charge	(See below)								
Volume Charge (per 1,000 gallons)	$ 5.78	$ 4.90	$ 5.78	$ 5.95	$ 6.13	$ 6.25	$ 6.38	$ 6.51	$ 6.51
Base Charge									
(Meter Size)									
3/4 Inch	$ 21.12	$ 18.96	$ 21.12	$ 21.75	$ 22.40	$ 22.85	$ 23.31	$ 23.78	$ 23.78
1 Inch	32.41	28.02	32.41	33.38	34.38	35.07	35.77	36.49	36.49
1 1/2 Inch	39.94	34.61	39.94	41.14	42.37	43.22	44.08	44.96	44.96
2 Inches	77.58	67.16	77.58	79.91	82.31	83.96	85.64	87.35	87.35
3 Inches	115.22	99.68	115.22	115.22	115.22	115.22	115.22	115.22	115.22
4 Inches	152.86	139.10	152.86	152.86	152.86	152.86	152.86	152.86	152.86
6 Inches	378.70	328.83	378.70	378.70	378.70	378.70	378.70	378.70	378.70

Schedule of Wastewater System Rate Increases (2012-2021)

Date	Rate Increase
Fiscal Year 2012	9.5%
Fiscal Year 2013	15.2%
Fiscal Year 2014	N/A
Fiscal Year 2015	N/A
Fiscal Year 2016	3.0%
Fiscal Year 2017	3.0%
Fiscal Year 2018	2.0%
Fiscal Year 2019	2.0%
Fiscal Year 2020	2.0%
Fiscal Year 2021	0.0%

City of Goodyear
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years
(Unaudited)

	Governmental Activities					
Fiscal Year Ended June 30	General Obligation Bonds	Revenue Bonds	Contract Payable	Public Improvement Corporation Municipal Facilities Revenue Bond	McDowell Road Corridor Improvement District	Community Facilities District Bonds
2012	29,000,636	-	1,755,628	2,940,000	43,675,000	113,555,000
2013	26,555,569	-	-	12,431,467	42,390,000	109,823,000
2014	24,616,149	-	-	11,047,495	42,383,378	107,194,657
2015	21,638,323	-	-	10,037,745	40,881,328	108,520,857
2016	18,564,501	-	-	8,859,189	39,304,278	106,289,435
2017	21,987,761	-	-	127,152,711	37,647,228	103,870,391
2018	43,983,309	-	-	121,145,790	34,870,000	94,683,268
2019	64,022,774	-	-	100,376,526	28,910,000	87,776,000
2020	61,007,711	-	-	102,722,600	26,610,000	86,300,170
2021	94,324,553	24,735,000	-	62,248,918	23,315,000	72,858,000

Source: US Census Bureau, Applied Geographic Solutions/TIGER Geography, and City Financial Records

Business-Type Activities							
General Obligation Bonds	Public Improvement Corporation Municipal Facilities Revenue Bond	Revenue Bonds	Water Infrastructure Finance Authority Loan	Water Rights	Total	Percentage of Personal Income	Per Capita
89,394,364	102,180,000	31,985,000	11,908,603	-	426,394,231	20.10%	6,430
85,384,431	102,180,000	31,390,000	10,998,942	-	421,153,409	22.13%	6,264
82,113,973	104,096,689	30,596,520	10,064,007	-	412,112,868	20.81%	5,773
77,607,211	103,970,274	30,114,933	9,096,237	-	401,866,908	21.38%	5,443
73,018,360	104,164,132	42,413,304	3,854,322	-	396,467,521	19.80%	5,304
66,702,679	-	41,924,131	3,591,773	-	402,876,674	21.52%	5,180
58,226,165	-	40,489,966	3,323,972	-	396,722,470	16.23%	4,750
48,957,226	-	37,175,000	3,050,815	-	370,268,341	14.16%	4,374
48,509,399	-	153,719,816	2,772,195	-	481,641,891	16.75%	5,420
40,480,447	-	139,065,000	2,488,002	-	459,514,920	14.90%	4,822.08

City of Goodyear
Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years
(Unaudited)

Fiscal Year Ended June 30	General Obligation Bonds	Less: Amounts Available in Debt Service Fund	Total	Percentage Estimated Actual Taxable Value of Property	Per Capita
2012	118,395,000	1,246,110	117,148,890	17.41%	1,767
2013	111,940,000	841,716	111,098,284	18.34%	1,652
2014	106,730,122	98,876	106,631,246	18.07%	1,494
2015	99,245,534	-	99,245,534	15.01%	1,344
2016	91,582,861	13,202	91,569,659	13.65%	1,225
2017	88,690,440	703,557	87,986,883	12.38%	1,131
2018	102,209,474	778,715	101,430,759	13.29%	1,215
2019	112,980,000	229,724	112,750,276	13.72%	1,332
2020	109,517,110	229,320	109,287,790	11.85%	1,230
2021	134,805,000	786,066	134,018,934	13.00%	1,406

Source: City Financial Records and Reports

City of Goodyear
Direct and Overlapping Governmental Activities Debt
As of June 30, 2021
(Unaudited)

Overlapping Jurisdiction	Net Assessed Limited Property Value	Debt Outstanding	Estimated Percentage Applicable (a)	Net Debt Amount
Maricopa County	$ 45,704,969,813	$ -	2.25 %	$ -
Maricopa County Community College District	45,704,969,813	250,065,000	2.25	5,618,561
Maricopa Special Healthcare District	45,822,046,238	673,195,000	2.24	15,086,971
Western Maricopa Education Center	16,833,710,370	157,075,000	6.10	9,582,148
Liberty Elementary School District No. 25	305,237,516	41,265,000	59.78	24,667,665
Avondale Elementary School District No. 44	455,199,405	33,510,000	84.29	28,246,996
Littleton Elementary School District No. 65	292,443,518	24,975,000	0.02	4,726
Litchfield Elementary School District No. 79	999,689,119	48,220,000	45.80	22,083,522
Mobile Elementary School District No. 86	8,581,942	-	45.40	-
Buckeye Union High School District No. 201	815,567,619	72,010,000	22.37	16,105,162
Tolleson Union High School District No. 214	1,351,671,228	169,815,000	0.00	6,977
Agua Fria Union High School District No. 216	1,454,888,363	132,210,000	58.04	76,738,950
Wildflower Ranch Community Facilities District No. 1	5,495,591	300,000	100.00	300,000
Wildflower Ranch Community Facilities District No. 2	5,544,199	545,000	100.00	545,000
Community Facilities General District No. 1	135,154,459	6,700,000	100.00	6,700,000
Community Facilities Utility District No. 1	422,333,774	28,805,000	100.00	28,805,000
Estrella Mountain Ranch Community Facilities District	118,823,073	9,325,000	100.00	9,325,000
Cottonflower Community Facilities District	10,444,092	1,530,000	100.00	1,530,000
Centerra Community Facilities District	15,278,103	2,653,000	100.00	2,653,000
Cortina Community Facilities District	11,666,407	1,625,000	100.00	1,625,000
Palm Valley Community Facilities District	125,512,768	4,785,000	100.00	4,785,000
Subtotal of overlapping debt:	$ 160,599,227,410	$ 1,658,608,000		$ 254,409,678
Direct Debt:				
City of Goodyear	$ 1,026,917,731	$ 250,132,639	100.00 %	$ 250,132,639
Total Direct and Overlapping Debt				$ 504,542,317
Total Governmental and Business-Type General Obligation Bonds		$ 134,805,000	100.00 %	$ 134,805,000

(a) Proportion applicable to the City of Goodyear, Arizona is computed on the ratio of net assessed limited property value for 2019/20

Sources: Maricopa County Assessor's Office and Official Statements

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Goodyear. This process recognizes that when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government

The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of the county's taxable assessed value that is within the government's boundaries and dividing it by the county's total taxable assessed value.

The outstanding general obligation debt does not reflect the Wildflower Community Facilities District No. 1's $25,000 defeasance on July 29, 2021.

The outstanding general obligation debt does not reflect the Wildflower Community Facilities District No. 2's $10,000 defeasance on July 29, 2021.

City of Goodyear
Legal Debt Margin Information
As of June 30, 2021
(Unaudited)

	Fiscal Year			
	2012	2013	2014	2015
Net Full Cash Assessed Value	$ 673,001,828	$ 605,642,183	$ 590,258,652	$ 659,588,897
20% Limitation				
Debt Limit Equal to 20% of Assessed Valuation	134,600,366	121,128,437	118,051,730	131,917,779
Total Debt Applicable to 20% Limit	118,130,000	111,690,000	104,775,000	97,570,000
Legal 20% Debt Margin (Available Borrowing Capacity)	$ 16,470,366	$ 9,438,437	$ 13,276,730	$ 34,347,779
Total net debt applicable to the limit as a percentage of debt limit	87.76%	92.21%	88.75%	73.96%
6% Limitation				
Debt Limit Equal to 6% of Assessed Valuation	$ 40,380,110	$ 36,338,531	$ 35,415,519	$ 39,575,334
Total Debt Applicable to 6% Limit	265,000	250,000	250,000	220,000
Legal 6% Debt Margin (Available Borrowing Capacity)	$ 40,115,110	$ 36,088,531	$ 35,165,519	$ 39,355,334
Total net debt applicable to the limit as a percentage of debt limit	0.66%	0.69%	0.71%	0.56%

Source: Maricopa County Treasurer's Office and City financial records and reports

Fiscal Year					
2016	2017	2018	2019	2020	2021
$ 670,952,898	$ 871,205,504	$ 964,201,508	$ 1,043,418,163	$ 1,183,659,155	$ 1,360,568,112
134,190,580	174,241,101	192,840,302	208,683,633	236,731,831	272,113,622
90,065,000	106,130,000	97,065,000	112,980,000	102,605,000	95,275,000
$ 44,125,580	$ 68,111,101	$ 95,775,302	$ 95,703,633	$ 134,126,831	$ 176,838,622
67.12%	60.91%	50.33%	54.14%	43.34%	35.01%
$ 40,257,174	$ 52,272,330	$ 57,852,090	$ 62,605,090	$ 71,019,549	$ 81,634,087
205,000	190,000	-	-	-	39,530,000
$ 40,052,174	$ 52,082,330	$ 57,852,090	$ 62,605,090	$ 71,019,549	$ 42,104,087
0.51%	0.36%	0.00%	0.00%	0.00%	48.42%

City of Goodyear
Pledged-Revenue Coverage
As of June 30, 2021
(Unaudited)

	Public Improvement Corporation Municipal Facilities Revenue Bonds				
Fiscal Year Ended June 30	Operating Revenue	Pledged Revenue	Debt Service Principal	Debt Service Interest	Coverage
2012	65,501,422	52,566,675	570,000	4,925,626	9.57
2013	76,004,072	57,969,777	590,000	5,505,685	9.51
2014	81,109,035	62,768,755	85,000	5,702,661	10.85
2015	82,672,164	59,861,110	230,000	5,458,563	10.52
2016	87,880,128	67,903,484	235,000	5,451,663	11.94
2017	95,623,345	68,619,826	3,220,000	3,674,649	9.95
2018	107,069,770	69,446,051	3,500,000	4,710,941	8.46
2019	116,486,271	90,707,954	5,840,000	4,563,216	8.72
2020	152,851,661	116,812,121	6,110,000	4,299,271	11.22
2021	167,084,631	139,901,726	6,920,000	3,493,813	13.43

	Water & Sewer Bonds & Loans					
Fiscal Year Ended June 30	Operating Revenue	Less: Operating Expenses	Net Operating Revenue	Debt Service Principal	Debt Service Interest	Coverage
2012	20,221,750	8,703,445	11,518,305	1,139,026	5,554,656	1.72
2013	23,133,152	10,837,296	12,295,856	1,504,661	5,819,924	1.68
2014	24,989,997	12,684,374	12,305,623	1,439,935	2,212,948	3.37
2015	24,748,802	13,405,653	11,343,149	1,467,770	2,207,414	3.09
2016	27,964,881	15,205,094	12,759,787	1,496,834	2,159,000	3.49
2017	31,380,884	18,471,783	12,909,101	1,682,550	2,268,124	3.27
2018	35,230,057	13,551,129	21,678,928	1,742,801	2,292,417	5.37
2019	42,658,585	19,584,574	23,074,011	1,613,157	2,014,361	6.36
2020	60,392,907	26,552,787	33,840,120	2,283,620	1,199,376	9.72
2021	62,983,880	32,793,218	30,190,662	2,439,193	5,071,602	4.02

Source: City Financial Records and Reports

City of Goodyear
Demographic and Economic Statistics
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	Population	Personal Income (in thousands)	Per Capita Personal Income	Median Age	Education Level in Years of Schooling	Unemployment Rate
2012	67,239	$ 1,903,133	$ 28,304	35.2	13 to 16	8.2%
2013	71,381	$ 1,980,537	$ 27,746	38.4	13 to 16	8.3%
2014	73,832	$ 1,879,673	$ 25,459	36.5	13 to 16	7.2%
2015	74,743	$ 2,001,907	$ 26,784	35.6	13 to 16	5.7%
2016	77,776	$ 1,871,990	$ 24,069	36.7	13 to 16	5.5%
2017	78,189	$ 2,157,938	$ 27,599	36.7	13 to 16	4.4%
2018	83,512	$ 2,443,812	$ 29,263	37.1	13 to 16	4.2%
2019	84,659	$ 2,615,370	$ 30,893	37.1	13 to 16	4.8%
2020	88,870	$ 2,875,389	$ 32,355	38.2	13 to 16	9.4%
2021	95,294	$ 3,083,237	$ 32,355	38.7	13 to 16	6.9%

Source: Bureau of Labor Statistics and City Financial Records

City of Goodyear
Principal Employers
Current Fiscal Year and Nine Fiscal Years Prior
(Unaudited)

	Fiscal Year 2012			Fiscal Year 2021		
Major Corporation	Employees	Rank	Percentage of Total City Employment*	Employees	Rank	Percentage of Total City Employment*
Amazon.com	357	8	0.70%	4,165	1	9.39%
UPS - Regional Ops Center				1,852	2	4.18%
Macy's Inc	600	3	1.17%	1,550	3	3.50%
Chewy.com				1,547	4	3.49%
(Abrazo Healthcare) West Valley Hospital	550	4	1.07%	1,003	5	2.26%
Cancer Treatment Center's of America	430	6	0.84%	768	6	1.73%
Subzero Freezer Co	334	9	0.65%	693	7	1.56%
Cavco Industries				385	8	0.87%
McLane Sunwest	373	7	0.73%	375	9	0.85%
AerSale				358	10	0.81%
Lockheed Martin	1,050	1	2.04%			
Arizona State Prison/Perryville	1,009	2	1.96%			
City of Goodyear	511	5	1.00%			
Walmart Supercenter	328	10	0.64%			
Total	5,542		10.79%	12,696		28.63%

Source: City Records (Employment numbers are self-reported; does not include grocery/retail stores)
2021 labor force = 44,339 ; 2012 labor force = 51,350

*Company did not respond, previous year data used

City of Goodyear
Full-time Equivalent City Government Employees by Function
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
General Government	52	55	55	69	55	62	50	83	83	83
Financial Services	28	29	27	28	29	31	31	31	32	32
Information Services	14	14	15	18	18	18	19	23	24	24
Police										
Officers	94	94	91	93	96	103	108	111	114	114
Civilians	27	30	29	30	35	38	42	43	49	49
Planning and Development	9	25	23	21	50	50	49	46	50	52
Fire										
Firefighters and Officers	91	90	91	90	92	92	92	106	106	106
Civilians	20	7	8	12	10	10	17	19	20	20
Human Resources	9	10	10	10	10	11	10	11	14	14
Community Services	0	0	0	0	0	0	0	0	0	0
Economic Development	6	4	4	5	6	6	6	6	8	8
Municipal Services	13	13	10	13	13	13	14	15	16	16
Public Works	65	73	75	87	63	63	81	93	95	111
Water	21	23	24	26	27	27	28	29	33	35
Wastewater	18	17	20	19	19	17	18	19	25	28
Sanitation	7	5	5	6	8	7	7	9	10	14
Total	474	489	487	527	531	548	572	644	680	706

Source: City Financial Records and Reports

City of Goodyear
Operating Indicators by Function
Last Ten Fiscal Years
(Unaudited)

Function	2012	2013	2014	2015
General Government				
City Clerk's Office				
# of records requests	484	470	504	598
City Prosecutor's Office				
Charges filed/charges adjudicated (resolved)	3,827	2,514	3,170	3,623
City Manager's Office				
% of survey respondents rating "Your Neighborhood as a Place to Live" as good to excellent	94%	94%	95%	95%
Digital Communications				
News releases/media updates	49	59	76	NA
Growth of Digital assets (Facebook, Twitter, Instagram, & Linkedin combined				
Total newsletter pages sent to citizens	136	112	114	136
Number of visits to website	771,938	804,542	491,540	633,643
Number of web pages viewed	2,203,995	2,185,489	1,850,471	1,855,914
Number of graphics/photography projects completed	262	254	275	135
Police				
# of total arrests	2,402	2,532	2,612	2,846
# of moving violations citations	11,468	10,259	10,586	5,919
Fire				
# of emergency responses	7,195	5,604	8,298	6,972
# of fires extinguished	271	243	242	205
# of inspections	212	969	752	1,539
Financial Services				
# accounts payable checks issued	6,132	6,298	6,403	6,254
# purchase orders	1,229	1,238	1,091	1,009
# water meters read annually	178,466	184,638	191,189	196,863
Planning and Development				
Customer wait-time (in minutes) at One Stop Shop	< 1	<1	<1	<1
Total number of permits issued	3,576	3,529	3,580	2,868
Provide applicant with pre-application meeting within 30 days of submitting request %	1	1	1	1
% of inspections performed within 24 hours of request	0.7	1	1	0.96
Human Resources				
# of new hires (FT & PT) (1)	118	178	180	144
HR budgeted operating cost as a % of City budgeted payroll	4.86%	5.01%	4.85%	5.05%
Parks and Recreation				
# attending Park & Recreation facilities and Libraries annually (2)	63,256	69,596	74,527	74,527
# of square feet of medians and rights of way maintained	23,151,438	23,151,438	23,151,438	23,151,438
Economic Vitality				
Sales Tax growth (% annual change)	10.45%	11.29%	8.76%	3.85%
Bed Tax growth (% annual change)	14.15%	1.41%	-4.12%	25.71%

2016	2017	2018	2019	2020	2021
629	770	904	767	898	1,106
3,608	4,261	4,031	3,656	3,032	3,959
93%	93%	91%	95%	95%	93%
88	126	132	NA	132	114
		9,650	14,380	22,307	28,466
144	128	232	192	206	194
543,565	302,777	588,580	480,518	533,395	685,787
1,472,765	1,500,539	1,271,883	1,407,259	1,450,461	1,615,332
103	157	318	143	485	177
2,661	3,296	2,808	1,585	1,478	2,456
3,479	4,382	2,281	2,327	2,465	2,844
6,002	7,498	9,115	9,583	9,671	9,681
165	214	252	204	182	210
1,253	2,050	853	909	2,024	4,183
5,914	5,772	5,254	4,941	5,205	4,146
1,442	1,512	1,166	1,309	1,407	1,379
201,704	208,083	217,700	226,869	233,432	256,488
NA	NA	NA	NA	NA	NA
5,610	5,732	5,228	5,137	1,490	60
1	1	1	1	1	1
1	1	1	1	1	1
362	204	220	234	143	258
5.06%	6.00%	3.12%	2.23%	4.44%	4.45%
188,000	249,000	275,000	299,000	283,093	266,262
23,151,438	23,151,438	23,151,438	23,151,438	23,250,000	23,295,000
8.86%	4.04%	11.66%	13.50%	37.90%	21.00%
2.75%	-3.80%	14.37%	9.60%	-6.60%	29.20%

City of Goodyear
Operating Indicators by Function
Last Ten Fiscal Years
(Unaudited)

Function	2012	2013	2014	2015
Municipal Services				
# of homes serviced by Residential Refuse Collection	22,363	23,387	24,346	25,320
# of citizens serviced by Household Hazardous Waste collection program	503	546	550	536
Water Service				
# of residential customers	13,755	14,430	14,959	15,404
# of multifamily customers	36	36	35	36
# of commercial customers	976	999	1,025	1,055
Water Service Connections	16,809	17,533	17,533	17,533
Water production daily peak demand (million gallons per day)	11.60	9.60	11.70	12.70
Reclaimed Water Supplied (million gallons per day)	0.32	0.39	0.32	0.63
Wastewater				
# of residential customers	13,599	14,231	14,877	15,335
# of multifamily customers	36	38	36	69
# of commercial customers	364	382	370	373
Sewer Service Connections	16,856	16,918	16,918	17,139
Sewage Treated (millions gallons per day)	3.82	4.15	4.20	3.81
Other Public Works				
Street resurfacing (miles)	24.00	30.00	19.20	83.23
Potholes repaired	264	296	1,166	1,253
Citizen & Neighborhood Resources				
# of new Code Enforcement cases processed per year	2,069	2,841	3,018	2,863

Source: City Financial Records and Reports

NA - information is not readily available at time of production
(1) Large increase is due to a one-time hiring of special census employees
(2) Large increase is due to inclusion of library visitors in FY2016

2016	2017	2018	2019	2020	2021
26,323	26,792	29,911	29,673	29,673	31,864
503	592	816	631	418	469
16,132	16,713	17,733	19,333	19,374	20,284
36	36	36	38	38	39
865	846	839	621	636	1,054
17,034	17,899	18,552	19,992	20,048	21,377
11.70	12.90	12.90	12.40	13.60	15.30
0.63	0.38	0.13	NA	NA	NA
16,064	16,649	17,886	19,325	20,383	20,383
36	36	36	16	16	16
382	381	381	270	271	271
18,236	18,980	19,340	20,292	20,670	20,670
4.15	4.36	4.47	4.70	4.69	4.69
109.00	70.33	105.27	51.56	133.41	116.00
1,339	756	1,344	586	60	103
3,544	3,212	2,738	2,615	1,943	2,488

City of Goodyear
Capital Asset Statistics by Function
Last Ten Fiscal Years
(Unaudited)

Function	Fiscal Year 2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Public Safety										
Police:										
Stations	3	3	3	4	4	6	5	5	4	2
Police Vehicles	125	126	119	133	134	150	133	139	147	155
Fire Stations	6	6	6	6	7	6	6	5	5	7
Highways and Streets										
Street (miles)	934	934	934	934	934	934	939	945	1,012	1,041
Streetlights	8,465	8,660	8,832	8,832	9,041	8,651	9,184	9,635	9,635	9,991
Traffic signals	77	84	86	86	89	89	92	93	95	102
Culture and Recreation										
Parks	17	17	17	18	18	18	18	18	18	18
Parks Acreage	204	204	204	206	206	206	206	206	206	206
Swimming Pools	1	1	1	1	1	1	1	1	1	1
Tennis Courts	6	6	6	6	6	6	6	6	6	6
Community Centers	1	1	1	1	1	1	1	1	1	1
Water										
Water Mains (miles)	308	308	308	308	330	336	326	330	331	353
Fire Hydrants	2,791	2,796	2,808	2,951	3,031	3,152	3,177	3,348	3,461	3,475
Storage capacity (Millons of Gallons)	16	16	16	16	16	16	16	16	18	18
Wastewater										
Sanitary Sewers (miles)	227	229	239	242	254	260	265	276	270	276
Storm Sewers (miles)	57	57	63	55	54	55	N/A	N/A	N/A	N/A
Treatment capacity (MGD) (thousands of gallons)	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.6	5.3

Source: City Financial Records and Reports

FEDERAL AND STATE REPORTS


CITY OF
Goodyear

HINTONBURDICK
CPAs & ADVISORS

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

The Honorable Mayor and
City Council
Goodyear, Arizona

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Goodyear, Arizona as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City of Goodyear, Arizona's basic financial statements, and have issued our report thereon dated December 3, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Goodyear, Arizona's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Goodyear, Arizona's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Goodyear, Arizona's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Goodyear, Arizona's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



HintonBurdick, PLLC
Gilbert, Arizona
December 3, 2021

HINTONBURDICK
CPAs & ADVISORS

Independent Auditors' Report on
State Legal Compliance

The Honorable Mayor and
City Council
Goodyear, Arizona

We have audited the basic financial statements of the City of Goodyear, Arizona for the year ended June 30, 2021, and have issued our report thereon dated December 3, 2021. Our audit also included test work on the City of Goodyear's compliance with selected requirements identified in the State of Arizona Revised Statutes and the Arizona State Constitution including, but not limited to, Title 28, Chapter 18, Article 2.

The management of the City of Goodyear is responsible for the City's compliance with all requirements identified above. Our responsibility is to express an opinion on compliance with those requirements based on our audit; accordingly, we make the following statements:

> The City of Goodyear established separate funds to account for Highway User Revenue funds and Local Transportation Assistance funds. Highway user revenue fund monies received by the City of Goodyear pursuant to Title 28, Chapter 18, Article 2 and other dedicated state transportation revenues received during the current fiscal year appear to have been used solely for authorized purposes. The funds are administered in accordance with Generally Accepted Accounting Principles. Sources of revenues available and fund balances are reflected in the individual fund financial statements.
>
> Our opinion regarding the City's compliance with annual expenditure limitations has been issued separately with the City's Annual Expenditure Limitation Report.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the requirements referred to above occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, The City of Goodyear complied, in all material respects, with the requirements identified above for the year ended June 30, 2021.

The purpose of this report is solely to describe the scope of our testing of the applicable compliance requirements identified in the Arizona Revised Statutes as noted above and the results of that testing based on the state requirements. Accordingly, this report is not suitable for any other purpose.

HintonBurdick, PLLC
Gilbert, Arizona
December 3, 2021

HintonBurdick.com • 888-566-1277

This page intentionally left blank

ANNUAL COMPREHENSIVE FINANCIAL REPORT

City of Goodyear, Arizona
Finance Department
190 North Litchfield Road
Goodyear, Arizona 85338
623-932-3015

CITY OF Goodyear

CITY OF GOODYEAR, ARIZONA

SINGLE AUDIT ACT REPORT

FISCAL YEAR ENDED JUNE 30, 2021

CITY OF GOODYEAR, ARIZONA

Table of Contents

GOODYEAR

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 1

Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance 3

Schedule of Findings and Questioned costs:

Summary of Auditors' Results 5

Financial Statement Findings 6

Federal Award Findings and Questioned Costs 6

Schedule of Expenditures of Federal Awards 7

Notes to the Schedule of Expenditures of Federal Awards 8

HINTONBURDICK
CPAs & ADVISORS

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

The Honorable Mayor and
City Council
Goodyear, Arizona

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Goodyear, Arizona, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City of Goodyear, Arizona's basic financial statements and have issued our report thereon dated December 3, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Goodyear, Arizona's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Goodyear, Arizona's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Goodyear, Arizona's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Goodyear, Arizona's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hinton Burdick, PLLC

HintonBurdick, PLLC
Gilbert, Arizona
December 3, 2021

HINTONBURDICK
CPAs & ADVISORS

Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

Honorable Mayor & City Council
City of Goodyear
Goodyear, Arizona

Report on Compliance for Each Major Program

We have audited the City of Goodyear, Arizona's (the City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have direct and material effect on each of the City of Goodyear, Arizona's major federal programs for the year ended June 30, 2021. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City of Goodyear, Arizona's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the fiscal year ended June 30, 2021.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance

for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Goodyear, Arizona, as of and for the year ended June 30, 2021, and have issued our report thereon dated December 3, 2021, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for the purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Hinton Burdick, PLLC

HintonBurdick, PLLC
Gilbert, Arizona
December 3, 2021

CITY OF GOODYEAR, ARIZONA
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2021

Section I - Summary of Auditors' Results

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
• Material weakness (es) identified?	____ yes __X__ no
• Significant deficiency (ies) identified that are not considered to be material weaknesses?	____ yes __X__ none reported
Noncompliance material to financial statements noted?	____ yes __X__ no

Federal Awards

Internal Control over major programs:	
• Material weakness (es) identified?	____ yes __X__ no
• Significant deficiency (ies) identified that are not considered to be material weaknesses?	____ yes __X__ none reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____ yes __X__ no

Identification of major programs.

CFDA Number(s)	Name of Federal Program or Cluster
21.019	Coronavirus Relief Fund

Dollar threshold used to distinguish between type A and type B programs:	$ 750,000
Auditee qualified as low-risk auditee?	____ yes __X__ no

CITY OF GOODYEAR, ARIZONA
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2021

Section II - Financial Statement Findings

Current Year Findings and Recommendations:

Material Weaknesses:

None noted

Significant Deficiencies:

None noted

Prior Year Findings and Recommendations, Reworded (if necessary) and Reissued:

Material Weaknesses

None noted

Significant Deficiencies:

None noted

Section III - Federal Award Findings and Questioned Costs

No significant matters were noted.

CITY OF GOODYEAR, ARIZONA
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2021

Grantor Agency	Federal CFDA Number	Pass Through Grantor's Number	Expenditures
U.S. Department of Justice			
Bulletproof Vest Partnership	16.607		$ 14,873
Edward Byrne Justice Assistance Grant	16.738		20,207
Total U.S. Department of Justice			35,080
U.S. Department of Transportation:			
(Passed through Arizona Department of Transportation)			
Federal Transit Cluster			
Federal Transit Formula Grants	20.507	AZ-2020-009	10,465
Federal Transit Formula Grants	20.507	AZ-2020-016	84,072
Total 20.507			94,537
(Passed through Arizona Govenor's Office of Highway Safety)			
Highway Safety Cluster			
State Traffic Safety Information System Improvement Grants	20.600	2021-A1-013	1,990
Buckle Up Arizona Enforcement Campaign	20.616	2021-CIOT-013	5,000
Alcohol Impaired Driving Countermeasures Incentive Grants I	20.616	2020-II-002	18,657
Alcohol Impaired Driving Countermeasures Incentive Grants I	20.616	2021-II-002	40,000
State Traffic Safety Information System Improvement Grants	20.616	2020-405H-025	5,347
Total 20.616			69,004
Total Highway Safety Cluster			70,994
Total U.S. Department of Transportation			165,531
U.S. Department of Treasury:			
(Passed through State of Arizona Office of the Governor)			
COVID19 - AZCares Coronavirus Relief Fund Program	21.019	ERMT-20-009	915,196
Total U.S. Department of Treasury			915,196
US Department of Homeland Security:			
(Passed through State of Arizona Division of Emergency Management)			
Homeland Security Grant Program	97.067	190810-01	3,923
Homeland Security Grant Program	97.067	190204-01	33,375
Homeland Security Grant Program	97.067	200810-01	40,000
Homeland Security Grant Program	97.067	200811-01	35,944
Total U.S. Department of Homeland Security			113,242
Total expenditures of federal awards			$ 1,229,049

Reporting Entity:

The accompanying schedule of expenditures of federal awards presents the activity or expenditure of all federal awards programs of the City of Goodyear, Arizona for the year ended June 30, 2021. The City's reporting entity is defined in Note 1 of the basic financial statements. All expenditure of federal awards received directly from federal agencies as well as federal awards passed through other government agencies are included in the schedule.

Basis of Accounting:

This accompanying schedule of expenditures of federal awards has been prepared on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Catalog of Federal Domestic Assistance (CFDA) Number:

The program titles and CFDA numbers were obtained from the federal or pass-through grantor or the 2021 Catalog of Federal Domestic Assistance. When no CFDA number had been assigned to a program, the 2-digit federal agency identifier and the letter "U", for "unknown", followed by a 2 digit internal identifier was used.

Subrecipients:

There are no subrecipients.

Indirect Cost Rate:

The City did not elect to use the 10% de Minimis indirect cost rate for fiscal year 2021. There were no indirect cost allocations made to any of the federal grants as listed in the accompanying schedule of expenditures of federal awards.

Federal Loans Outstanding:

There are no outstanding balances for federal loan or loan guarantee programs with continuing compliance requirements at June 30, 2021.



City of Goodyear

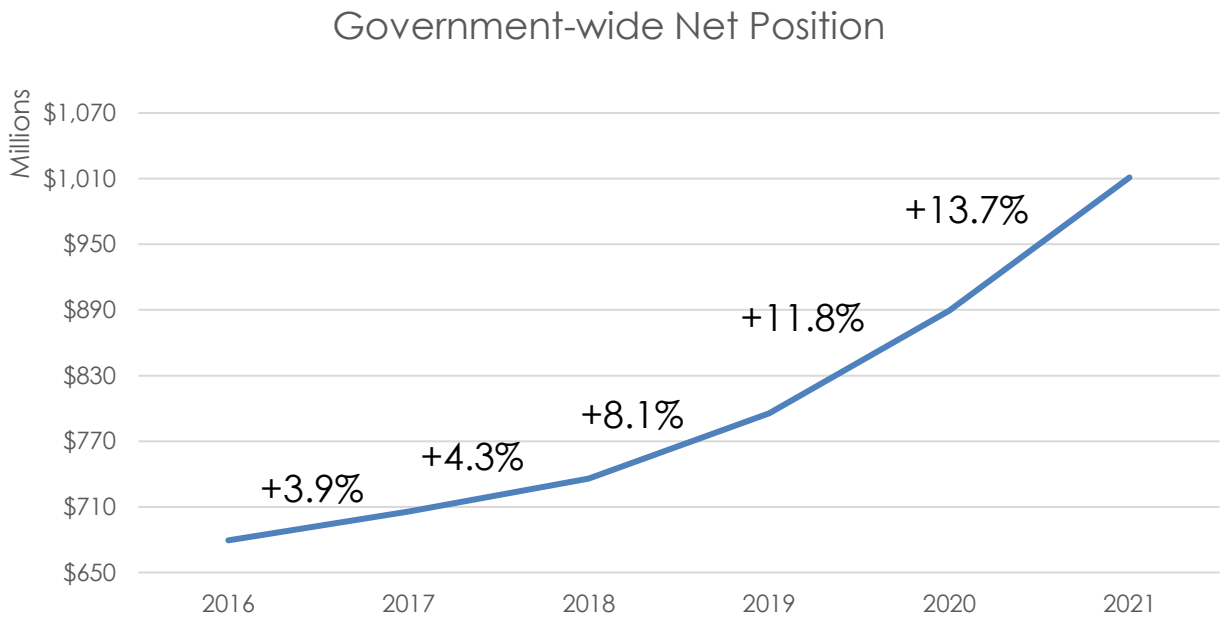
Annual Comprehensive Financial Report

January 10, 2022

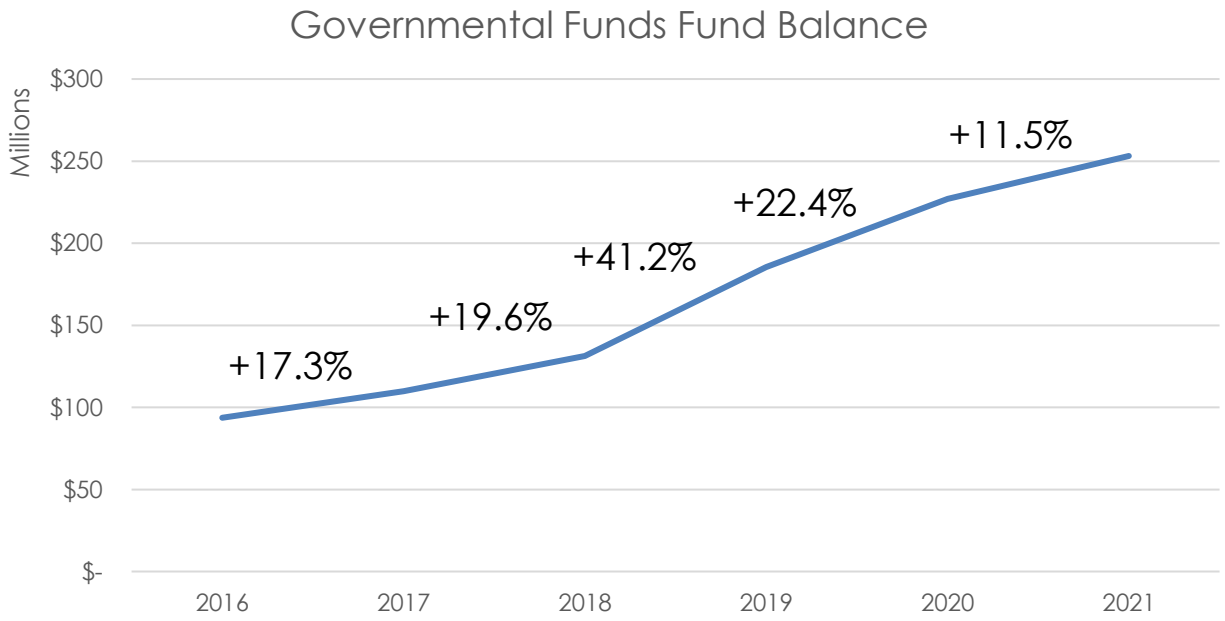
Annual Comprehensive Financial Report

- Annual Comprehensive Financial Report
- Independent audit

Annual Comprehensive Financial Report



Annual Comprehensive Financial Report



Annual Comprehensive Financial Report

- Non-spendable—inventory, prepaids
- Restricted—bonds, impact fees, charter mandate
- Committed—Ballpark reserve
- Assigned—reserves, contingency, budgeted

Annual Comprehensive Financial Report

Governmental Funds Fund Balance

Category	Amount
Nonspendable	$ 3.0
Restricted	103.8
Committed	3.7
Assigned	113.5
Unassigned	29.1
Total	$ 253.1

Independent audit

- Independent Auditors' Report
  - Unmodified opinion (clean audit)
- Report on internal control
  - No significant deficiencies or material weaknesses
- Report on State legal compliance
  - Complied, in all material respects

- ARS 9-481 H
  - Requires independent auditor to present results and findings

Annual Comprehensive Financial Report

- Unmodified Opinion
- No significant deficiencies or material weaknesses
- Financial position continues to improve

ITEM #: 20.
DATE: 01/10/2022
AI #:565

CITY COUNCIL ACTION REPORT

SUBJECT: PRESENTATION OF AUDIT RESULTS

STAFF PRESENTER(S): Jared Askelson, Deputy Finance Director

OTHER PRESENTER(S):

Crimson Singleton/McKay Hall, HintonBurdick, PLLC

SUMMARY

Receive the Results of the Audit of the 2020-2021 Financial Statements from the Independent Auditor, HintonBurdick, PLLC.

Recommendation

Receive the Results of the Audit of the 2020-2021 Financial Statements. (Jared Askelson, Deputy Finance Director)

FISCAL IMPACT

There is no fiscal impact to the city for receiving the results of the audit.

BACKGROUND AND PREVIOUS ACTIONS

HintonBurdick, PLLC has been hired to perform audit services for the 2020-2021 fiscal year. The purpose of the audit is to provide an independent, professional opinion as to whether the city of Goodyear has fairly presented the basic financial statements, as well as supplementary information, in accordance with U.S. generally accepted accounting principles.

While staff will present the results of the Annual Comprehensive Financial Report to City Council, this item allows the independent auditor to present their findings directly to City Council and respond to any question. This item specifically satisfies the requirements of Arizona Revised Statute 9-481 that reference the auditors presenting directly to the governing body.

STAFF ANALYSIS

The Audit Committee and Finance staff have reviewed the annual audit report and found that they are in compliance with state law and city policies. They are in support of the proposed action.

Attachments

FY2021 Communication to Governance Letter
Presentation

HINTON BURDICK
CPAs & ADVISORS

December 3, 2021

Honorable Mayor and
Members of the City Council
City of Goodyear, Arizona

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Goodyear, Arizona (the City) for the year ended June 30, 2021, and have issued our report thereon dated December 3, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* and Uniform Guidance (when applicable), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated July 26, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. As described in Note 1, the City changed accounting policies related to the application of fiduciary activities accounting and financial reporting requirements by adopting GASB Statement No. 84, *Fiduciary* Activities, in fiscal year 2021. Implementation of this new statement resulted in a change in reporting "Agency Funds" to "Custodial Funds" and also required the inclusion of a statement of Changes in Fiduciary Net Position.

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

> For purposes of measuring the net pension/OPEB liability, deferred outflows of resources and deferred inflows of resources related to pensions/OPEB, and pension/OPEB expense, management's estimates have been determined on the same basis as they are reported by the Arizona State Retirement System (ASRS) and the Public Safety Personnel Retirement System (PSPRS). The City's net pension/OPEB liability was measured as of June 30, 2020, and the total pension/OPEB liability used to calculate the net pension/OPEB liability for ASRS was determined using update procedures to roll forward the total pension/OPEB liability from an actuarial valuation as of June 30, 2019, to the measurement date of June 30, 2020 and for PSPRS was determined using an actuarial valuation as of June 30, 2020. The key factors and assumptions used to develop the valuation and the accrual appear reasonable in relation to the financial statements taken as a whole.

Management's estimate of depreciation expense on depreciable assets is based on the estimated useful lives of the applicable property and equipment. We evaluated the key factors and assumptions used to develop the estimated useful lives in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of accrued compensated absences is based on pay rates at yearend and the number of accrued hours for eligible employees. We evaluated the key factors and assumptions used to develop the compensated absences accrual to determine that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. A list of the adjustments can be obtained from management.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 3, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, budgetary comparison information, pension-related schedules, OPEB-related schedules, and notes to required supplementary information, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual fund financial statements and schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on introductory section or statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the use of members of the city council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

HintonBurdick, PLLC

HINTONBURDICK
CPAs & ADVISORS

City of Goodyear, Arizona
Fiscal Year 2021
Audit Presentation

Presented by

HintonBurdick CPAs and Advisors

January 10, 2022

Financial Audit

- “Our responsibility is to express an opinion on [these] financial statements based on our audit... Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.”
- We conducted our audit in accordance with
  - auditing standards generally accepted in the United States of America
  - and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States

Financial Audit

- Internal Controls
  - Understanding
  - Operating effectiveness
- Financial Statements
  - Testing
  - Confirmations
  - Supporting Documentation
  - Analytics
- Findings
  - Communicated to management and to those charged with governance.
  - Material weaknesses and significant deficiencies
  - Other items

Audit Reports

- Independent Auditors Report (pg 11 - 12)
  - Unmodified or “clean opinion”
- Report on Internal Control over Financial Reporting and on Compliance (pg 193 - 194)
  - No material weaknesses
  - No significant deficiencies
- Report on State Compliance (pg 195)
  - No material / reportable findings
- Report on Compliance for Each Major Program (Single Audit, separate)
  - Unmodified or “clean opinion”
  - No findings

Findings & Recommendations

- **Issued as a separate letter (as applicable)**
  - **No material weaknesses**
  - **No significant deficiencies**
  - **No compliance findings**

Questions?

R. McKay Hall, CPA, CISA, CITP, CFE
Audit Partner
Office:(888) 566-1277 ext. 272
E-mail: mhall@hintonburdick.com

Crimson Singleton, CPA, CGFM
Audit Director
Office: (888) 566-1277 ext.449
E-mail: csingleton@hintonburdick.com

Thank You !

- Thank you for the opportunity to work with the City
- Thanks to Doug Sandstrom, Jared Askelson, Celina Morris and all others who assisted us with this year's audit
- The audit requires a significant investment of time over and above the day to day operations and their efforts show by the financial report and timeliness of delivery.



HINTON BURDICK

CPAs & ADVISORS

ITEM #: 21.
DATE: 01/10/2022
AI #:639

CITY COUNCIL ACTION REPORT

SUBJECT: RECOGNIZE THE COUNCIL VACANCY AND ESTABLISH THE PROCESS TO FILL SUCH VACANCY

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Recognize a vacancy on Council and establish the process by which to fill such vacancy.

Recommendation

Recognize the vacancy created by the ascension of Councilmember Joe Pizzillo to Mayor and establish the timeline and process to fill such vacancy. (Darcie McCracken, City Clerk)

FISCAL IMPACT

All Mayor and Council positions are accounted for in the fiscal year budgets and changes to personnel do not impact the budget. Advertising and other recruitment costs will be absorbed in the City Clerk budget.

BACKGROUND AND PREVIOUS ACTIONS

At the December 17, 2021 Special Meeting, Councilmember Joe Pizzillo was selected to serve as Mayor which created the vacancy on City Council being formally recognized tonight. Pursuant to the City Charter, the Council is to appoint a Goodyear resident to fill the vacant position within 60 days of the recognition of the vacancy to serve as a councilmember through December 31, 2022.

STAFF ANALYSIS

Staff has begun advertising for the seat in anticipation of the formal recognition of the vacancy. To be considered, applicants must be qualified electors of the City of Goodyear, hold no other elected public office, nor any incompatible appointed public office, shall have resided in the City for not less than two years preceding the date of the appointment and be at least 21 years of age. Council may choose to appoint a Council subcommittee or a resident ad hoc committee to make a recommendation for appointment; however, staff recommends that the entire Council conduct the process in similar fashion to the last vacancy recruitment. Pursuant to the below proposed timeline, the full Council would meet in executive session in early February to review applications and select whether to bring any applicants in for interviews, also to be held in executive session, in late February.

Date	Activity

January 10, 2022	Recognize the vacancy on Council
January 31, 2022	Deadline to submit applications for Councilmember
February 1 - February 28, 2022	Review Applications and Conduct Interviews
February 28, 2022	Target date for Council to Appoint
March 7, 2022	Effective date of Appointment/Swear in New Councilmember
March 11, 2022	60-day deadline to appoint a Councilmember

Attachments

Charter and Code References
Presentation

City Charter

Article II – The Council

Section 16. Vacancy In The Office Of Councilmember

A. The City Council shall fill by appointment vacancies in the Council which occur with less than sixty (60) days before the candidate filing deadline for the next regularly scheduled candidate election.

(1) The vacancy shall be filled by a qualified elector.

(2) The appointment shall be served until the end of the term.

B. The City Council shall fill by appointment vacancies in the Council which occur sixty (60) or more days before the candidate filing deadline for the next regular scheduled candidate election. The appointment shall be until the next election. The remainder of the term shall be filled by the regular election process of the city.

(1) The vacancy shall be filled by a qualified elector.

C. A vacancy in the office of the Council shall exist, except under the recall provisions of this charter, when the respective elected official fails to qualify within thirty (30) days after commencement of such term, dies, resigns, moves from the city, or absents himself or herself from the duties of such office without the consent of the Council as provided in the charter, is convicted of intentionally violating any of the provisions of this charter, or of a felony, or is judicially declared an incapacitated person as defined by statute.

D. Should the Council fail to fill any Council vacancy within sixty (60) days following the recognition by the Council of such vacancy, and no other method of filling the vacancy is authorized by this charter, the vacancy shall be filled by special election.

Goodyear City Code

§ 2-1-4Vacancies in council.

Vacancies on the Council shall be filled as provided in the Charter. (Prior Code, § 2-1-4)


GOODYEAR

City Council Vacancy

- City Charter and City Code
  - Completion within 60 days
  - Qualified Elector
  - At least 21 years of age
  - Resident for two years preceding appointment
  - No other elected office
  - No incompatible appointed office

  - City Code refers to Charter

City Council Vacancy

- Does Council wish to replicate the process from 2018?
  - No subcommittee/no Citizen Ad-Hoc Committee
  - Receive applications
  - Review applications in executive session
  - Interview applicants in executive session
  - Make appointment at regular or special meeting
  - Swear in at next regular or special meeting

- Are there any changes?

City Council Vacancy

- Applications received until January 31, 2022
- Council to meet in February
  - Review Applications on February 7
  - Possibly Conduct Interviews on February 14
- Appointment on February 28
- Swear In on March 7

City Council Vacancy

Discussion