



City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, February 7, 2022
5:00 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:

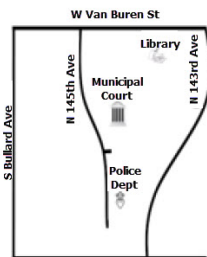
- Respond to criticism.
- Request that staff investigate and report on the matter.
- Request that the matter be scheduled on a future agenda.

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>

CALL TO ORDER**PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER LAURITANO****ROLL CALL****WORK SESSION**

THE ITEMS LISTED UNDER WORK SESSION ARE FOR DISCUSSION ONLY. NO ACTION CAN NOR WILL BE TAKEN.

1. **GENERAL FUND FY2022 AND FY2023 STATUS AND FIVE-YEAR FORECAST AND CITYWIDE FINANCIAL POLICIES**

Summary

This is an informational session that serves as a step in forming the FY2023 Annual Budget and FY2023-FY2027 Capital Improvement Program. (Ryan Bittle Finance Manager, Budget and Research, Doug Sandstrom, Finance Director)

COMMUNICATIONS

2. **GOODYEAR ARTS & CULTURE CELEBRATES BLACK HISTORY MONTH**
(Guylene Ozlanski, Arts and Culture Administrator)

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR**CONSENT**

3. **APPROVAL OF MINUTES**

Recommendation

Approve the draft minutes from the Regular and Special Meetings held on January 24, 2022. (Darcie McCracken, City Clerk)

4. **CALL OF 2022 ELECTIONS**

Recommendation

ADOPT RESOLUTION NO. 2202-2207 PROVIDING NOTICE OF A PRIMARY ELECTION ON AUGUST 2, 2022 AND A GENERAL ELECTION NOVEMBER 8, 2022, IF NECESSARY; DESIGNATING THE PLACE AND BEGINNING DATE TO DISTRIBUTE CANDIDATE PACKETS; DESIGNATING THE LAST DATE FOR CANDIDATES TO FILE NOMINATING PAPERS; DESIGNATING THE DATES THAT VOTER REGISTRATION CLOSES; AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO ENTER INTO ALL AGREEMENTS TO EFFECTUATE ELECTION SERVICES; AND ORDERING THE CITY CLERK TO PUBLISH THIS CALL OF ELECTION. (Darcie McCracken, City Clerk)

5. **INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOODYEAR AND THE DEPARTMENT OF PUBLIC SAFETY TO PARTICIPATE IN THE VEHICLE THEFT TASK FORCE**

Recommendation

Authorize the City Manager or her designee to execute the Intergovernmental Agreement (IGA) with DPS to allow the Goodyear Police Department to participate in the vehicle theft task force. (Santiago Rodriguez, Chief of Police)

6. **CONSTRUCTION PHASE SERVICES AWARD FOR CIP PROJECT 35003 - POLICE BUILDING PHASE II**

Recommendation

Approve expenditure of funds up to \$4,555,598 for construction services, administration and long lead time items for phase II of the Police Operations Building. (Santiago Rodriguez, Chief of Police)

7. **CITRUS PARK PHASE 1, WATER LINE AND EMERGENCY SERVICES ACCESS EASEMENT**

Recommendation

Accept the dedication of a Water Line and Emergency Services Access Easement from Arroyo Cap II-2, LLC, a Delaware limited liability company associated with the Final Plat for Citrus Park Phase 1. (Linda Beals, Real Estate Coordinator)

8. **FINAL PLAT FOR CITRUS PARK PHASE 1**

Recommendation

Approve the final plat for Citrus Park Phase 1 subdividing approximately 66.65 acres into 244 lots and 62 tracts on property zoned R1-4 (Single Family Detached) and R1-C (Court Home) located south of the southwest corner of Lower Buckeye and Citrus Road, subject to stipulations. (Katie Wilken, Deputy Director of Planning)

9. **ADOPTION OF THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM FY2023 PENSION FUNDING POLICY**

Recommendation

Adopt the Public Safety Personnel Retirement System FY2023 Pension Funding Policy. (Doug Sandstrom, Finance Director)

INFORMATION ITEMS

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

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

EXECUTIVE SESSION

A VOTE MAY BE HELD TO CALL AN EXECUTIVE SESSION FOR THE FOLLOWING:

10. Pursuant to A.R.S. §38-431.03 (A)(1): Discussion of personnel matters related to the City Councilmember recruitment.

FUTURE MEETINGS

February 28, 2022 Regular Meeting 5:00 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.

The Presiding Officer, or the City Council by consensus, may consider items out of sequence from the printed agenda.

POSTING VERIFICATION

This agenda was posted on February 2, 2022 at 4:18 p.m. by VM

ITEM #: 1.
DATE: 02/07/2022
AI #:601



CITY COUNCIL ACTION REPORT

**SUBJECT: GENERAL FUND FY2022 AND FY2023 STATUS AND
FIVE-YEAR FORECAST AND CITYWIDE FINANCIAL POLICIES**

STAFF PRESENTER(S): Ryan Bittle Finance Manager, Budget and Research,
Doug Sandstrom, Finance Director

Summary

This is an informational session that serves as a step in forming the FY2023 Annual Budget and FY2023-FY2027 Capital Improvement Program. (Ryan Bittle Finance Manager, Budget and Research, Doug Sandstrom, Finance Director)

STIPULATIONS

Staff will present the General Fund five-year forecast as well as initial estimates for FY2022 and the FY2023 upcoming budget year. Also included will be proposed revisions to financial policies and information on known one-time General Fund upcoming demands. This information and Council discussion about budget priorities will provide the basis for bringing forward the annual adoption of Financial Policies and guide the City Manager in developing a recommended budget for FY2023.

FISCAL IMPACT

This is a step in the process to develop the budget for FY2023.

BACKGROUND AND PREVIOUS ACTIONS

The budget process is year-round. Each month staff prepare a financial report, with more detailed analysis on a quarterly basis, to monitor current year expense and revenue trends relative to the adopted budget and to guide development of estimates for the next year budget. Budget adjustments are made throughout the year and brought forward for Council approval as required according to Council Resolution and state law.

For FY2022, we've seen strong revenue growth and increasing costs of doing business due to inflation. These themes, along with a continued emphasis on fiscal conservatism, form the baseline of our assumptions moving forward into FY2023.

STAFF ANALYSIS

This step in the budget process provides an early look at the FY2023 budget and the city's ability to take on new projects or initiatives and helps guide the Council in understanding how decisions in the FY2023 budget may impact the future. In addition, this provides another opportunity for the Council to provide direction in terms of both revenue and expenditure policies and spending priorities.

Next Steps

With the direction from this Work Session, staff will return later requesting approval of any changes to the Financial Policies. Those policies, Council, and other input will guide the City Manager in developing a recommended budget to be presented in April.

Attachments

Presentation

ITEM #: 2.
DATE: 02/07/2022
AI #:684



CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Guylene Ozlanski, Arts and Culture Administrator

SUBJECT:

GOODYEAR ARTS & CULTURE CELEBRATES BLACK HISTORY MONTH (Guylene Ozlanski, Arts and Culture Administrator)

OTHER PRESENTER(S):

Guylene Ozlanski, Arts and Culture Administrator

Attachments

Celebrating Black History Month



Goodyear Arts & Culture Celebrating Black History Month

Presented by: Guylene Ozlanski, Arts & Culture Administrator



Jacqueline Chanda
Blowing Bubbles



Black History Month



- Partnering with local artists and Arts organizations
 - Goodyear Branch Library Fine Art Exhibit & Virtual Gallery
 - Artist Talks and Workshops
 - Campus Concert



Kris Rhymes
Workshop/Artist Talk 2/9



Jenita Landrum:
Artist Talk 2/16



Jacqueline Chanda
Hot Coffee Art Lecture 2/22



Ratio Band
Jazz Concert 2/24



Black History Month: Goodyear Branch Library Fine Art Exhibit



Michael Cunningham
Emerald Forest



Bob Martin
Babizees



Patricia Bohannon
Gya Nyame



Black History Month: Goodyear Branch Library Fine Art Exhibit

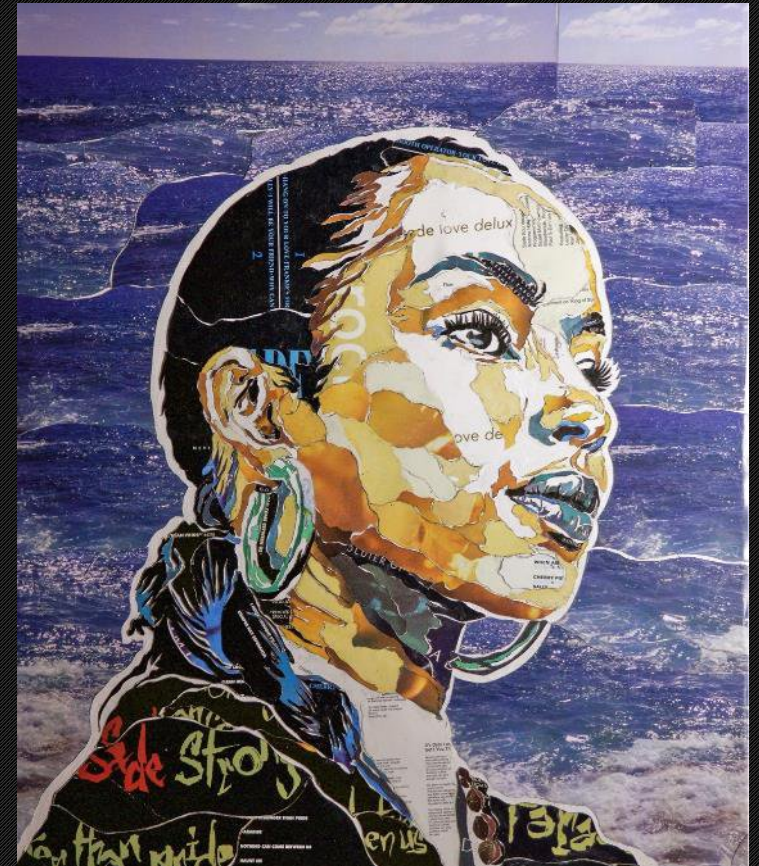
Goodyear
arts
& culture
Commission



Jenita Landrum
Visible



Jacqueline Chanda
The Guitar Lesson



Kris Rhymes
Just Relax



Black History Month



Kris Rhymes
What's Really Goin On

Council Comments



Virtual Gallery

ITEM #: 3.
DATE: 02/07/2022
AI #:656



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular and Special Meetings held on January 24, 2022.
(Darcie McCracken, City Clerk)

Attachments

January 24, 2022 Draft Regular Meeting Minutes

January 24, 2022 Draft Special Meeting Minutes

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



Monday, January 24, 2022

6:00 p.m.

Meeting Minutes

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY VICE MAYOR HAMPTON

ROLL CALL

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

Absent: Councilmember Bill Stipp

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

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Sheri Lauritano to EXCUSE Councilmember Stipp. The motion carried by the following vote:

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

Passed - Unanimously

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Councilmember Wally Campbell, SECONDED BY Vice Mayor Brannon Hampton to APPROVE Consent Agenda Items 1 through 6. The motion carried by the following vote:

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

Passed - Unanimously

1. **APPROVAL OF MINUTES**

Recommendation

Approve the draft minutes from the Regular Meeting held on January 10, 2022. (Darcie McCracken, City Clerk)

2. **AUTHORIZE THE MODIFICATION OF ASSESSMENT NUMBER 11 WITHIN THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT ("MRCCID")**

Recommendation

ADOPT RESOLUTION NO. 2022-2204 APPROVING THE MODIFICATION OF ASSESSMENT NUMBER 11 WITHIN THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT. (Jared Askelson, Deputy Finance Director)

3. **CREATE A MID-YEAR CIP PROJECT TO REPLACE UNIT 788, A SOLID WASTE REAR LOADER, AND RELATED BUDGET TRANSFER**

Recommendation

Approve the creation of a new CIP project to replace Unit 788 and related budget transfer. (Heather Saunders, Acting Deputy Public Works Director)

4. **PRELIMINARY PLAT FOR COTTON LANE COMMERCE PARK**

Recommendation

Approve the request for approval of the Preliminary Plat for Cotton Lane Commerce Park subdividing approximately 66.97 acres located at the southwest corner of W. Elwood Street and S. Cotton Lane, extending south to Broadway Road, (the "Property"), subject to stipulations. (Katie Wilken, Deputy Director of Planning)

5. **FINAL PLAT FOR AIRPARK LOGISTICS CENTER**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2206 AUTHORIZING THE ESTABLISHMENT OF A PUBLIC STREET FOR A SECTION OF BULLARD AVENUE; PROVIDING RECORDATION CONDITIONS AND AN EFFECTIVE DATE FOR THE ESTABLISHMENT OF THE PUBLIC STREET; PROVIDING AN EXPIRATION DATE AND AN EFFECTIVE DATE OF RESOLUTION 2022-2206.

2. Approve the inclusion of the existing city well site located along the east side of Bullard Avenue south of Yuma Road as a tract within the Final Plat for Airpark Logistics Center and approve the Final Plat for Airpark Logistics Center, subject to stipulations. (Stephen Scinto, Deputy Director of Development Engineering)

6. **COVID-19 LEAVE FOR COVID POSITIVE CASES (EXTENSION)**

Recommendation

Approve 7-month extension for paid leave for employees testing positive for COVID-19. (Lyman Locket, Human Resources Director)

PUBLIC HEARING

7. **REZONE APPROXIMATELY 29 ACRES FROM PLANNED AREA DEVELOPMENT (PAD) TO MF-24 WITH THE ESTRELLA SPRINGS AND SUNCREST VISTA AT CANYON TRAILS MF-24 WITH PAD OVERLAY**

Mayor Pizzillo opened the Public Hearing at 6:03 p.m.

Senior Planner Christian Williams presented a rezone request for approximately 29 acres located on the southeast corner of Cotton Lane and Van Buren Street that is currently zoned Planned Area Development (PAD) within the Canyon Trails Phase I PAD. Mr. Williams reviewed the zoning history of the property noting that 10 acres would be rezoned as Multifamily 24 (MF-24) and the other 19 acres would be rezoned from medium high density residential to MF-24 creating a senior and family/multifamily community.

Mr. Williams discussed the multifamily communities surrounding the project site that were recently established, under construction or completed. He also briefly discussed the future State Route 303 extension as it is currently proposed by the Arizona Department of Transportation (ADOT).

Mr. Williams reviewed the proposal explaining that the applicant was requesting the entire property be rezoned to MF-24 with a PAD overlay to facilitate the development of two distinct multifamily developments. The northern zone would be age restricted and known as Suncrest Vistas, an independent-living senior housing complex. The southern zone would not be age restricted and would be known as Estrella Springs. Mr. Williams highlighted the PAD overlay deviations for height, setbacks, parking and private outdoor space. He also reviewed the required enhancements and amenities.

Mr. Williams added that several letters were received in support of the rezoning. He also stated that staff and the Planning and Zoning Commission voted to recommend approval of the rezoning.

Ed Bull, representing the applicant, agreed with Mr. Williams' presentation and was available for questions.

William Miller, Goodyear resident, submitted a speaker card in support of the staff recommendation.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 6:24 p.m.

Council asked if a frontage road would be built for the residents. Mr. Williams replied that the current ADOT plans showed a northbound frontage road and the developer would have to work with ADOT to plan for resident frontage road access.

Council expressed their support for the rezoning and thanked Mr. Williams for his presentation.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO. 2022-2199, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED, "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-08" AND "LEGAL DESCRIPTION," AND "ESTRELLA SPRINGS AND SUNCREST VISTA AT CANYON TRAILS DEVELOPMENT REGULATIONS MF-24 WITH PAD OVERLAY (NOVEMBER 2021)." The motion carried by the following vote:

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

Passed - Unanimously

MOTION BY Councilmember Laura Kaino, SECONDED BY Vice Mayor Brannon Hampton to ADOPT ORDINANCE NO. 2022-1522, CONDITIONALLY REZONING APPROXIMATELY 29 ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF COTTON LANE AND VAN BUREN STREET TO BE KNOWN AS ESTRELLA SPRINGS AND SUNCREST VISTA AT CANYON TRAILS; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The motion carried by the following vote:

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

Passed - Unanimously

BUSINESS

8. BULLARD AVENUE WIDENING PROJECT AND ASSOCIATED BUDGET TRANSFERS

Director of Engineering Sumeet Mohan presented the Bullard Avenue widening project and associated budget transfers. Mr. Mohan explained that 600 feet of frontage road on Bullard Avenue just south of Van Buren Street is unimproved, with one lane going south. Mr. Mohan stated that a cost recovery will be established to recover costs per the Goodyear Chapter 24 Cost Recovery Ordinance for the widening project to bring the road to full alignment. Since there is no developer on site, the city would improve the road and a future developer would pay their fair share of what the city improved.

Council thanked Mr. Mohan for bringing the project forward adding that it would help the traffic flow immensely.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Wally Campbell to APPROVE the creation of the Bullard Avenue Widening project and associated budget transfers. The motion carried by the following vote:

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

Passed - Unanimously

9. **APPROVAL TO SUBMIT AN APPLICATION FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT**

Goodyear Fire Chief Paul Luizzi presented a request to apply for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant. Chief Luizzi explained that it was a Federal grant that would provide funding for new full-time firefighter positions and would cover their salaries, benefits, and any overtime. Chief Luizzi reviewed the ineligible costs which included administrative costs and the costs to train firefighters.

Chief Luizzi discussed the staffing of Fire Station 187 in Mobile stating that since 2010 there is a two-person staffing model with a captain and firefighter. He relayed that this fire station responded to calls in the community of Mobile, the automatic aid requests into the City of Maricopa and the county areas. He added that many of the calls were very resource and labor-intensive. He explained that the SAFER grant would allow the station to be staffed with a four-person staffing model for each shift.

Chief Luizzi reviewed the grant application timeline noting that the deadline for the grant application was on February 4, 2022 and the first round of awards were announced in April 2022.

Chief Luizzi discussed the timeline if the City was not successful in receiving grant funds. He added that the Fire Department would request additional staffing as a supplemental to the budget process in July 2022.

Council asked how Fire Station 187 in Mobile handled any ambulance/paramedic situations with only two staff members. Chief Luizzi replied that the City of Maricopa had an ambulance and the fire station worked with their private transport provider.

Council thanked Fire Chief Luizzi for pursuing the grant funding.

MOTION BY Councilmember Laura Kaino, SECONDED BY Vice Mayor Brannon Hampton to ADOPT RESOLUTION NO. 2022-2205 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) PROGRAM FUNDS TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). The motion carried by the following vote:

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

Passed - Unanimously

10. **USE PERMIT FOR A CONVENIENCE USE (BIKINI BEANS DRIVE-THROUGH COFFEE SHOP)**

This item was removed from the agenda and will be heard at a future council meeting.

INFORMATION ITEMS

Council relayed, on behalf of Mayor Lord's family, that they were very thankful and appreciative of Fire Chief Luizzi and the Fire Department and Police Chief Rodriguez and the Police Department for the courtesy and compassionate care that they provided to Mayor Lord and their family.

City Manager Julie Karins also shared her appreciation to the Goodyear team for the care and attention the team gave to every detail relating to Mayor Lord's Celebration of Life ceremony held on January 21, 2022.

FUTURE MEETINGS

January 31, 2022	Work Session	5:00 p.m.
February 7, 2022	Council Meeting	5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:59 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 January 24, 2022. 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



Monday, January 24, 2022

**Immediately Following the
Regular Meeting
that Began at 6:00 p.m.**

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 6:59 p.m.

ROLL CALL

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

Absent: Councilmember Bill Stipp

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

Present:

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Laura Kaino to EXCUSE Councilmember Stipp. The motion carried as follows:

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

Passed - Unanimously

BUSINESS

A VOTE MAY BE HELD TO CALL AN EXECUTIVE SESSION FOR THE FOLLOWING:

1. Pursuant to A.R.S. 38-431.03(A)(3)(4) & (7): Consultation with the City's Attorney and City Manager to receive legal advice and an update regarding options for the possible acquisition of real estate for a public use generally located near the intersection of Bullard Avenue and Lower Buckeye Road and to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigations or in settlement discussions conducted in order to avoid or resolve litigation regarding the subject property.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Vice Mayor Brannon Hampton to CONVENE an Executive Session. The motion carried as follows:

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

Passed - Unanimously

The Council convened into Executive Session at 7:00 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 7:21 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 7:21 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 7:21 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 January 24, 2022. 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 #: 4.
DATE: 02/07/2022
AI #:585



CITY COUNCIL ACTION REPORT

SUBJECT: CALL OF 2022 ELECTIONS

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Call of elections for August 2, 2022 and November 8, 2022.

Recommendation

ADOPT RESOLUTION NO. 2202-2207 PROVIDING NOTICE OF A PRIMARY ELECTION ON AUGUST 2, 2022 AND A GENERAL ELECTION NOVEMBER 8, 2022, IF NECESSARY; DESIGNATING THE PLACE AND BEGINNING DATE TO DISTRIBUTE CANDIDATE PACKETS; DESIGNATING THE LAST DATE FOR CANDIDATES TO FILE NOMINATING PAPERS; DESIGNATING THE DATES THAT VOTER REGISTRATION CLOSES; AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO ENTER INTO ALL AGREEMENTS TO EFFECTUATE ELECTION SERVICES; AND ORDERING THE CITY CLERK TO PUBLISH THIS CALL OF ELECTION. (Darcie McCracken, City Clerk)

FISCAL IMPACT

Election costs will be budgeted in the Fiscal Year 2022-23 budget for the City Clerk's Office.

BACKGROUND AND PREVIOUS ACTIONS

In 2019, voters approved moving the regular candidate elections for the city of Goodyear to the fall of even years to coincide with the state's elections. Terms for all current members of Council were extended with those with expiring terms in 2021 being extended to December 31, 2022, and those with terms ending in 2023 being extended to December 31, 2024.

STAFF ANALYSIS

Although state statutes no longer require a call of election, since this is the first regular candidate election with the new dates, the City Clerk's office will take the approved information in the resolution to provide notification to the public. Additional opportunities to share the information will take place with publishing of the resolution, updated city's election website and social media posts, especially, as we get closer to the election.

Attachments

Resolution

RESOLUTION NO. 2202-2207

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, PROVIDING NOTICE OF A PRIMARY ELECTION ON AUGUST 2, 2022 AND A GENERAL ELECTION NOVEMBER 8, 2022, IF NECESSARY; DESIGNATING THE PLACE AND BEGINNING DATE TO DISTRIBUTE CANDIDATE PACKETS; DESIGNATING THE LAST DATE FOR CANDIDATES TO FILE NOMINATING PAPERS; DESIGNATING THE DATES THAT VOTER REGISTRATION CLOSES; AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO ENTER INTO ALL AGREEMENTS TO EFFECTUATE ELECTION SERVICES; AND ORDERING THE CITY CLERK TO PUBLISH THIS CALL OF ELECTION.

WHEREAS, City Charter requires Council seats be filled in the Fall of even years; and

WHEREAS, the City Charter provides that if a candidate receives a majority of the vote, then they shall be declared elected at the primary and no additional election is required; and,

WHEREAS, the term of the Mayor will expire on December 31, 2022; and

WHEREAS, the terms of three (3) Councilmembers will expire on December 31, 2022.

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

**SECTION 1. DESIGNATION OF PRIMARY ELECTION DATE AS AUGUST 2, 2022 AND
GENERAL ELECTION DATE AS NOVEMBER 8, 2022 TO CONDUCT A
CANDIDATE ELECTION**

A Primary Election is set to fill the Mayor's seat and three (3) seats on the City Council, and a General Election is set if three candidates for Council and one candidate for Mayor are not able to be declared elected by receiving a majority of all votes cast for the respective seats.

SECTION 2. CANDIDATE PACKETS AND FILING DEADLINES

The candidates seeking municipal office may obtain nomination papers and other materials at the City Clerk's Office, 190 N. Litchfield Rd., Goodyear, AZ 85338. The first day to file nomination petitions is March 7, 2022; the last day to file the completed forms is by 5:00 p.m. on April 4, 2022, at the City Clerk's Office, 190 N. Litchfield Rd., Goodyear, AZ 85338.

SECTION 3. DESIGNATING VOTER REGISTRATION DEADLINES

Voters have until July 5, 2022 to register to vote or to change information on their voter registration for the Primary Election. Voters have until October 11, 2022 to register to vote or to change information on their voter registration for the General Election.

SECTION 4. AUTHORIZING THE CITY MANAGER TO ENTER INTO ALL AGREEMENTS TO EFFECTUATE ELECTION SERVICES

Authorizing the City Manager, or her designee, to enter into all agreements to effectuate election services.

SECTION 5. PUBLICATION OF CALL OF ELECTION

The City Clerk shall publish this resolution at least twice in the Arizona Republic not less than one week apart during the six calendar weeks preceding 150 days before the election in accordance with A.R.S. §16-227.

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:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

ITEM #: 5.
DATE: 02/07/2022
AI #:547



CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOODYEAR AND THE DEPARTMENT OF PUBLIC SAFETY TO PARTICIPATE IN THE VEHICLE THEFT TASK FORCE

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

SUMMARY

This Intergovernmental Agreement between Goodyear Police Department (Goodyear) and the Arizona Department of Public Safety (DPS) allows for the Goodyear's participation with the Arizona Vehicle Theft Task Force.

Recommendation

Authorize the City Manager or her designee to execute the Intergovernmental Agreement (IGA) with DPS to allow the Goodyear Police Department to participate in the vehicle theft task force. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT

DPS will reimburse the City for 75% of the officer's salary and 100% of the officer's pre-authorized Task Force overtime up to 20 hours per month. All other expenses for the officer are included in the Police Department's base budget.

BACKGROUND AND PREVIOUS ACTIONS

The Vehicle Theft Task Force is a multi-jurisdictional task force established to provide additional resources to communities to enhance law enforcement services concerning vehicle theft through a cooperative process. The goals of the task force focus on disrupting vehicle theft in our community and state; gathering and reporting intelligence data relating to vehicle theft; conducting covert operations; and engaging in other traditional methods of investigation with the goal of reducing thefts.

STAFF ANALYSIS

The Goodyear Police Department has participated in the DPS Vehicle Theft Task force for several years. In 2021, the department's participation in the taskforce has resulted in several ongoing investigations and an arrest. The task force allows the city to utilize additional resources from the task force to augment department resources which results in thorough and timely investigations. The City is reimbursed for 75% of the officer's time, not including overhead costs, and 100% of task force overtime up to 20 hours per month. The Department

has reviewed the impact of participating in the Arizona Vehicle Theft Task Force and feels that continuing with participation is beneficial for the City.

Attachments

Vehicle Theft Task Force IGA with DPS

**INTERGOVERNMENTAL AGREEMENT
REGARDING
ARIZONA VEHICLE THEFT TASK FORCE**

This Intergovernmental Agreement ("IGA"), which becomes effective on the date last signed, is entered into between the State of Arizona through its Department of Public Safety ("DPS"), and the Goodyear Police Department, ("Agency").

The purpose of this Agreement is to enhance law enforcement services concerning vehicle theft through the cooperative efforts of the parties to this Agreement.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. § 41-1713 B.3; both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement agree to the following terms and conditions.

I. PARTICIPATION

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement ("officer") to the Arizona Vehicle Theft Task Force, ("Task Force"), on a full-time basis, for such assignments within the purposes of this Agreement, as directed by DPS. The Agency agrees the assigned officer shall be in compliance with DPS residency requirements.

During the term of the IGA, Agency and DPS agree that Agency shall continue to provide an officer with all employment-related benefits, rights, and privileges. The officer must abide by all of Agency's applicable rules and regulations and are subject to Agency's disciplinary process. In the event the officer is involved in a critical incident, as defined by DPS policy, Agency agrees to cooperate with, and participate in, any investigation and/or critical incident review conducted by DPS for the purpose of evaluating the policies and procedures utilized by the Task Force.

II. DPS'S RESPONSIBILITIES

Based upon the officer's completed DPS weekly time sheets, DPS will reimburse Agency on a monthly basis for seventy-five (75%) percent of personal services and employee-related expenses that accrue during the term of the IGA (depending upon funding from the Arizona Automobile Theft Authority). Personal services and employee-related expenses are defined as gross pay, FICA taxes, health, dental, and life insurance, workers compensation, retirement, overtime, and sick, vacation, and personal leave. Vacation and sick leave that accrues but is not used will not be reimbursed.

Overtime compensation will be for Task Force-related activities only. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed 20 hours per month). The officer must perform a minimum of forty (40) hours of Task Force-related work for DPS to reimburse for overtime in any given week. The twenty (20) hours of overtime per month may be exceeded without contacting Agency if DPS determines that additional funding is available, and the overtime is authorized by the respective district commander.

All DPS approved travel expenses will be reimbursed directly to the officer by DPS under the employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for travel expenses shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's officer. The officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and shall utilize the DPS assigned vehicle for Task Force purposes only. The officer must meet the ADOA driver training requirements.

Any other equipment assigned to officers for use during the assignment shall remain the property of the party that assigned the equipment.

III. AGENCY'S RESPONSIBILITIES

Prior to the officer commencing work at DPS, the Agency shall furnish DPS with the information necessary for DPS to pay personal services and employee-related expenses as defined in paragraph II. Agency will pay the remaining twenty-five (25%) percent of the personal services and employee-related expenses. DPS will not reimburse Agency for salary increases or changes to base salaries, unless Agency submits the changes to DPS at least sixty (60) days prior to the effective date of the change.

IV. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, the Agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

V. IMMIGRATION

All parties agree to comply with A.R.S. §§ 23-214 and 41-4401.

VI. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

VII. INDEMNIFICATION

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

VIII. DRUG FREE WORKPLACE

Any officer assigned to the Task Force will be subject to random and/or for cause, drug and alcohol testing in accordance with Agency's guidelines. If Agency does not have a drug free

officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to Agency for officers who undergoes testing. Officers may be removed from the Task Force for failure to comply with the program or failure to pass DPS drug screening requirements.

IX. RECORDKEEPING

All records regarding the IGA, including time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

X. FEES

Neither party may charge the other for administrative fees for any work performed pursuant to the IGA.

XI. JURISDICTION

Agency agrees to permit officers to work outside of their regular jurisdictional boundaries.

XII. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XIII. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. § 23-1022 D., for the purposes of workers compensation coverage, Agency officers shall be deemed to be employees of DPS and Agency. Agency, as the primary employer, shall be solely liable for payment of workers compensation benefits and the processing of any claims occurring during the officer's assignment to the Task Force.

XIV. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective on the date last signed and shall remain in effect until June 30, 2022. The IGA shall automatically renew annually on July 1 of each year until June 30, 2026. DPS shall send out a written notice of termination of the IGA to the Agency no more than thirty (30) calendar days after being notified of the discontinuation of funding.

XVI. CANCELLATION

This IGA is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

XVII. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the effective date of the termination. All property shall be returned to the owning party upon termination.

effective date of the termination. All property shall be returned to the owning party upon termination.

XVIII. NOTICE

Any notice required to be given under the IGA will be provided by mail to:

Major Walter D. Mercer
Arizona Department of Public Safety
P. O. Box 6638
Phoenix, Arizona 85005

Chief Santiago Rodriguez
Goodyear Police Department
190 North Litchfield Road
Goodyear, Arizona 85338

XV. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered, or extended except through a written amendment signed by both parties. If any portion of this Agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

AGENCY

By: Kurt Hunter
Kenneth Hunter, Lieutenant Colonel
Deputy Director
Arizona Department of Public Safety

By: _____
Julie Karins
City Manager
City of Goodyear

Date: 1/24/2022

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Riley Gurr
Assistant Attorney General

City Attorney

ITEM #: 6.
DATE: 02/07/2022
AI #:683



CITY COUNCIL ACTION REPORT

**SUBJECT: CONSTRUCTION PHASE SERVICES AWARD FOR CIP
PROJECT 35003 - POLICE BUILDING PHASE II**

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

OTHER PRESENTER(S):

Sumeet Mohan, Director of Engineering
Troy Tobiasson, Senior Project Manager

SUMMARY

This action authorizes the expenditure of funds up to \$4,555,598 for construction services, administration and long lead time items for phase II of the Police Operations Building.

Recommendation

Approve expenditure of funds up to \$4,555,598 for construction services, administration and long lead time items for phase II of the Police Operations Building. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT

The Police Operations Building total project budget is included in the FY2022-26 CIP in the amount of \$22,435,600. This item will authorize expenditures up to \$4,555,598 to cover the initial Guaranteed Maximum Price #1 (GMP #1) of \$4,295,170 for long lead construction material and \$260,428 for construction administration services. Expenditure authority for the remaining project budget will be requested later in 2022 as the design is finalized.

BACKGROUND AND PREVIOUS ACTIONS

Per City of Goodyear Resolution No. 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 Police Operations Building, Phase II is planned for design and construction per this plan.

Phase I of the police operations center was included as a project in the FY2015 CIP with the Phase II expansion identified for completion in FY2024. Phase I of the Police Operations Center was completed in December 2016, and the building opened for use in January 2017. An initial Program and Concept Study for Phase II was completed on 3/27/2019, and a program update to revisit space usage due to changing administrative needs and departmental growth was completed on 4/23/21.

A Construction Manager at Risk (CMAR) delivery method was chosen for the project, which entailed procuring design and construction services separately. The design phase of the project began in May 2021.

STAFF ANALYSIS

The construction of Police Operation Building Phase II will complete the build out of the operations facility. The completion of this project will result in the relocation of staff from Police Administration, prepare for future departmental growth and allow for police administrative functions to be housed under one roof.

On July 7, 2021, after a formal solicitation process, CORE Construction entered into a contract to construct the Police Operations Building Phase II. The Construction Manager at Risk (CMAR) project delivery method was utilized for this project. The CMAR method includes a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP, plus any reasonably inferred items or tasks. As part of the CMAR team, Architekton, through a formal procurement, was selected to provide architectural design and construction administration. During the initial project scoping and programming phase, it was determined that certain long lead construction material should be purchased early to potentially deter project delays.

Later in 2022, Staff will seek City Council approval for GMP #2 to cover the remaining scope of this project.

ITEM #: 7.
DATE: 02/07/2022
AI #:678



CITY COUNCIL ACTION REPORT

SUBJECT: CITRUS PARK PHASE 1, WATER LINE AND EMERGENCY SERVICES ACCESS EASEMENT

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

SUMMARY

Dedication of a Water Line and Emergency Services Access Easement required for the Citrus Park Phase 1 development located southwest of Lower Buckeye Road and Citrus Road.

Recommendation

Accept the dedication of a Water Line and Emergency Services Access Easement from Arroyo Cap II-2, LLC, a Delaware limited liability company associated with the Final Plat for Citrus Park Phase 1. (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

Landsea Homes is in the process of developing the Citrus Park Phase 1 property located southwest of Lower Buckeye Road and Citrus Road. The construction plans for the development have been reviewed by the city staff and the landowner, Arroyo Cap II-2, LLC, a Delaware limited liability company, must dedicate the Water Line and Emergency Services Access Easement. The location of this easement is located within a proposed future roadway that is to be constructed and dedicated as part of the Final Plat for Citrus Park Phase 2.

This easement is needed for the placement of the required water lines and to provide a secondary emergency access route to the Citrus Park Phase 1 development.

STAFF ANALYSIS

The developers of the Citrus Park Phase 1 property are required to construct the water lines and the secondary emergency access road for the development in the location which has been approved by the City. Arroyo Cap II-2, LLC, a Delaware limited liability company, the current owner of the easement property, has provided the attached Water Line and Emergency Services Access Easement.

Attachments

Easement

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-83

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

WATER LINE AND EMERGENCY SERVICES ACCESS EASEMENT

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **ARROYO CAP II-2, LLC, a Delaware 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 Water Line and Emergency Services Access 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 Line and Emergency Services Access Easement shall be a permanent easement for the purposes provided herein. The purposes of this easement are:

1. For use by Grantee and its permittees to enter upon the Easement Area and construct, operate, maintain, inspecting, modify, repair, remove and/or replace water lines and appurtenances to such water lines within, on across, over and under the Easement Area (the "Water Facilities"); and
2. For use by Grantee and its permittees to enter upon the Easement Area and construct, maintain, inspecting, modify, repair, remove and/or replace access facilities that will support the heaviest service vehicles needed to service the Water Facilities constructed within the Easement Area and that are consistent with all applicable federal, state, and/or local laws, ordinances, policies, procedures or other requirements applicable to emergency access ways in effect at the time of the construction of the emergency access improvements, including by way of example, but not limited to, the requirements in the City of Goodyear Engineering Design Standards and Policies Manuals for improvements needed for emergency access (the "Access Facilities"); and
3. For use by emergency service providers to respond to calls for emergency services.

GRANTOR, its successors and assigns, shall construct the Water Facilities and the Access Facilities within the Easement Area consistent with all applicable federal, state, and/or local laws, ordinances, policies, procedures or other requirements, in effect at the time of construction; and the Access Facilities shall be designed and constructed to support the heaviest service vehicles needed to service the Water Facilities constructed within the Easement Area. GRANTOR, its successors and assigns, shall maintain, the Access Facilities in good working

condition and shall repair and shall repair and or replace the Access Facilities as needed to have Access Facilities in good working condition.

GRANTEE shall have no responsibility or liability for the construction, operation, maintenance or repair or replacement of the Access Facilities. GRANTEE shall have the right, but not the obligation to construct, maintain, repair and/or replace the Access Facilities described herein. If GRANTEE exercises this right because of the failure of GRANTOR its successors and assigns to construct, maintain, repair and/or replace the Access Facilities, the City shall be entitled to recover from GRANTOR its successors and assigns the costs incurred by the City in constructing, maintaining, repairing and/or replacing the Access Facilities and for all expenses, including, without limitation, reasonable attorney fees, incurred by the GRANTEE in recovering such costs.

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 Line 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: (i) are not inconsistent with GRANTEE's rights under this Water Line and Emergency Services Access Easement; (ii) do not interfere with or endanger any of Water Facilities or Access Facilities constructed within the Easement Area, and (iii) do not interfere with access to the Water Facilities or with the use of the Access Facilities by emergency services providers.

This Water Line and Emergency Services Access 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 on Following Pages

IN WITNESS WHEREOF, this instrument is executed this 20 day of January, 2022.

GRANTOR:
ARROYO CAP II-2, LLC,
a Delaware limited liability company

By: Arroyo Capital II, LLC,
a Delaware limited liability company,
Its: Sole Member

By Jeff B Broulette
Name Jeffrey B. Broulette
Executive Vice President
Title _____

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 January 20, 2022, before me, Rachel Mayo, Notary Public,
personally appeared Jeffrey B. Broulette

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.

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



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE Rachel Mayo

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 instrument (Water Line and Emergency Services Access 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

December 28, 2021

LEGAL DESCRIPTION FOR
CITRUS PARK PHASE 1
WATER AND EMERGENCY ACCESS EASEMENT

That part of the Northeast Quarter of Section 22, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the City of Goodyear Brass Cap flush marking the North Quarter Corner of said Section 22, from which the City of Goodyear Brass Cap flush marking the Northwest Corner of said Section 22 bears North 89°53'52" West, a distance of 2,641.62 feet;

Thence South 00°02'54" East, along the West line of the Northeast Quarter of said Section 22, a distance of 1,891.89 feet;

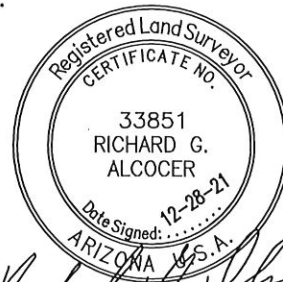
Thence South 53°53'50" East, departing said West line, a distance of 142.66 feet;

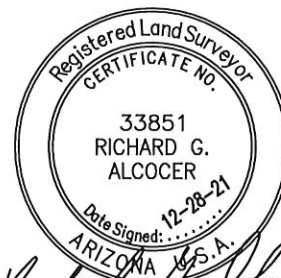
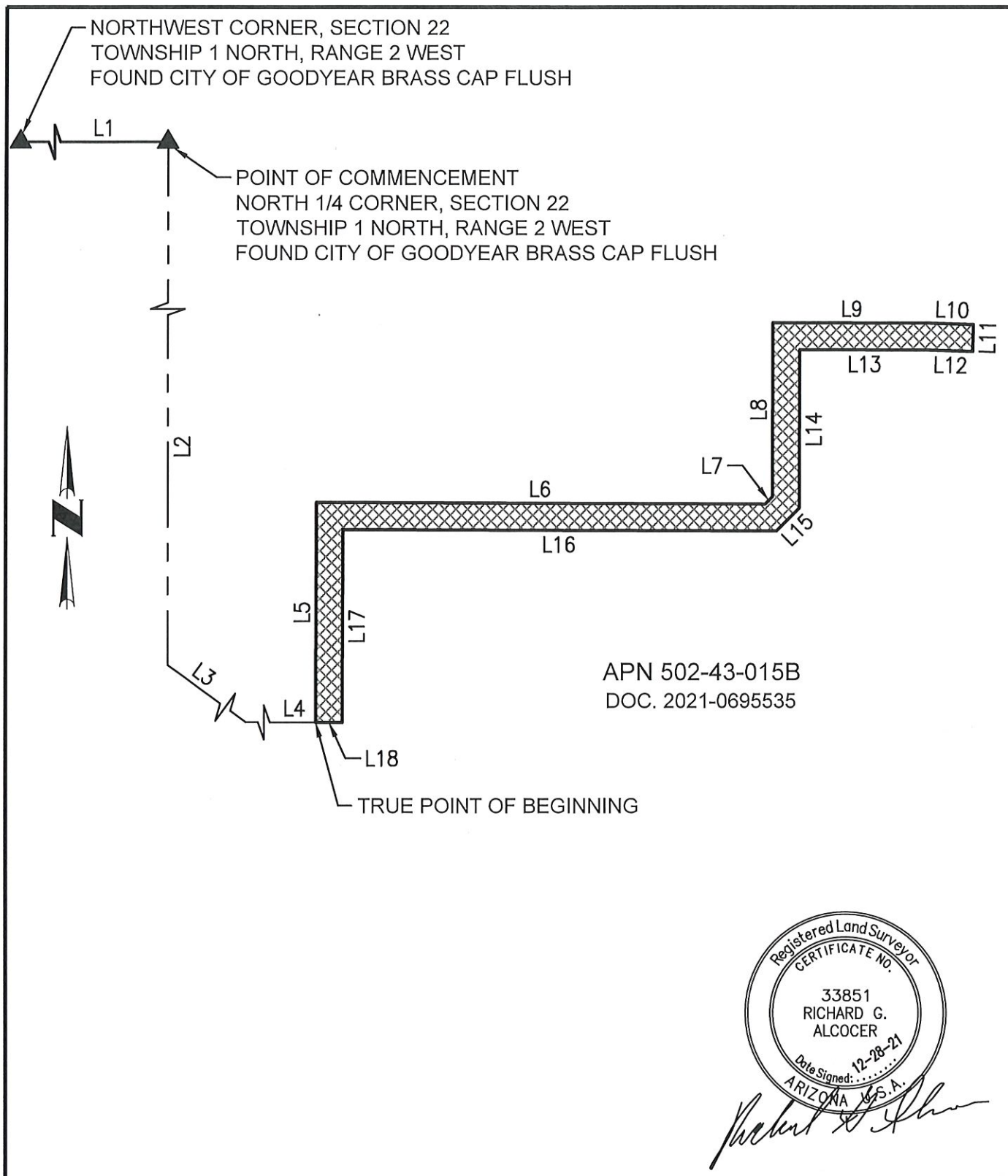
Thence South 89°49'28" East, a distance of 421.48 feet to the True Point of Beginning;

Thence North 00°10'32" East, a distance of 163.00 feet;
Thence South 89°49'28" East, a distance of 334.41 feet;
Thence North 45°10'32" East, a distance of 7.40 feet;
Thence North 00°10'32" East, a distance of 128.92 feet;
Thence South 89°49'28" East, a distance of 117.35 feet;
Thence South 88°01'15" East, a distance of 31.92 feet;
Thence South 02°00'02" West, a distance of 20.00 feet;
Thence North 88°01'15" West, a distance of 31.60 feet;
Thence North 89°49'28" West, a distance of 97.03 feet;
Thence South 00°10'32" West, a distance of 117.20 feet;
Thence South 45°10'32" West, a distance of 23.97 feet;
Thence North 89°49'28" West, a distance of 322.70 feet;
Thence South 00°10'32" West, a distance of 143.00 feet;

Thence North 89°49'28" West, a distance of 20.00 feet to the True Point of Beginning.

Containing 15,185 Square Feet or 0.349 Acres, more or less.

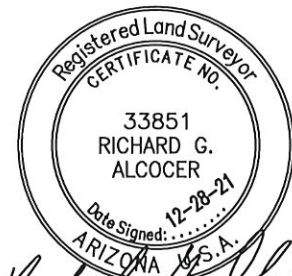




SCALE 1" = 100'	CITRUS PARK PHASE 1	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	WATER & EMERGENCY ACCESS EASEMENT	1 OF 2

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°53'52"W	2641.62'
L2	S00°02'54"E	1891.89'
L3	S53°53'50"E	142.66'
L4	S89°49'28"E	421.48'
L5	N00°10'32"E	163.00'
L6	S89°49'28"E	334.41'
L7	N45°10'32"E	7.40'
L8	N00°10'32"E	128.92'
L9	S89°49'28"E	117.35'

LINE TABLE		
NO.	BEARING	LENGTH
L10	S88°01'15"E	31.92'
L11	S02°00'02"W	20.00'
L12	N88°01'15"W	31.60'
L13	N89°49'28"W	97.03'
L14	S00°10'32"W	117.20'
L15	S45°10'32"W	23.97'
L16	N89°49'28"W	322.70'
L17	S00°10'32"W	143.00'
L18	N89°49'28"W	20.00'



NO SCALE	CITRUS PARK PHASE 1	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	WATER & EMERGENCY ACCESS EASEMENT	2 OF 2

CITRUS PARK PHASE 1
WATER & EMERGENCY ACCESS
EASEMENT

The date and time is
12/23/2021 11:35 AM

* FILEPATH / NAME:
N:\01\0141001\CADD\COGO\CB.LEG
ALS.dwg

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S53°53'50.0567" E 142.66

S89°49'28.3398" E 421.48

BOUNDARY

N00°10'31.6602" E 163.00

S89°49'28.3398" E 334.41

N45°10'31.6602" E 7.40

N00°10'31.6602" E 128.92

S89°49'28.3398" E 117.35

S88°01'15.2990" E 31.92

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N88°01'15.2990" W 31.60

N89°49'28.3398" W 97.03

S00°10'31.6602" W 117.20

S45°10'31.6602" W 23.97

N89°49'28.3398" W 322.70

S00°10'31.6602" W 143.00

N89°49'28.3398" W 20.00
to

Area = 15,185 0.349 AC

Closing course: 130°51'21.4863"
0.005084

Misclosure: 1/306,560

North Error: 0.003326
East Error: 0.003845

N:\01\0141001\CADD\COGO\CB.LEG
ALS.dwg



ITEM #: 8.
DATE: 02/07/2022
AI #:682



CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT FOR CITRUS PARK PHASE 1

STAFF PRESENTER(S): Katie Wilken, Deputy Director of Planning

OTHER PRESENTER(S):

Douglas Chubin, CVL Consultants

SUMMARY

A final plat for Citrus Park Phase 1 subdividing approximately 66.65 acres into 244 single family lots and 62 tracts on property zoned R1-4 (Single Family Detached) and R1-C (Court Home) located on the southwest corner of Lower Buckeye Road and Citrus Road.

Recommendation

Approve the final plat for Citrus Park Phase 1 subdividing approximately 66.65 acres into 244 lots and 62 tracts on property zoned R1-4 (Single Family Detached) and R1-C (Court Home) located south of the southwest corner of Lower Buckeye and Citrus Road, subject to stipulations. (Katie Wilken, Deputy Director of Planning)

STIPULATIONS

1. Any technical corrections to the Final Plat for Citrus Park Phase 1 (the "Final Plat") 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, an updated title report for the property being platted in the Final Plat for Citrus Park Phase 1 (the "Platted 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 Platted Property.
3. Prior to recordation of the Final Plat, documentation acceptable to the City Attorney or his/her designee shall be provided demonstrating that the party executing the final plat is authorized to do so.
4. Prior to the recordation of the Final Plat, a Water Line and Emergency Services Access Easement in a form acceptable to the City Attorney or his designee that provides an easement for the water lines needed to serve the Platted Property and access for emergency services required under applicable development standards shall be approved by Council and recorded in the official records of the Maricopa County Recorder.
5. The zoning ordinance zoning Citrus Park, including the Platted property, Ordinance No. 2021-1493, required that various resident amenities included an exercise station course to be constructed within an open space area in which a portion of a WAPA easement is located. The Landscape and Amenity Plan approved with the Preliminary Plat for Citrus Park that was approved the same day the rezoning was approved identified the exercise

station amenities. The final landscape plans submitted for plats subdividing the remainder of Citrus Park zoned by 2021-1493 shall include the exercise station amenities in substantial conformance with the Landscape and Amenity Plan approved with the Preliminary Plat for Citrus Park.

6. Except for model homes, no building permits for any structure within any of the Platted Property shall be issued until full west half-street improvements required for a Minor Arterial as set forth in the Engineering Design Standards in effect at the time of construction, except for ½ median and ½ median landscaping, for the section of S. Citrus Road along the eastern boundary of the property rezoned by Ordinance 2021-1493 (Phase 1, Phase 2 and Phase 3), including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Citrus Road Improvements") have been substantially completed, as determined by the City Engineer or his designee.
7. Prior to recordation of the Final Plat, an in-lieu payment shall be paid to the City for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that are to be installed within the section of S. Citrus Road along or adjacent to the frontage of the an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of S. Citrus Road along or adjacent to the frontage of the Property. The in-lieu payment shall be based on the actual cost of the improvements if already constructed or, if not constructed, on the estimated cost of the full median and full median landscaping as determined by the City Engineer or designee.
8. Prior to recordation of the Final Plat, a payment in the amount of \$314,814 shall be submitted to the City pursuant to the Resolution of Intention No. 06-1064 as amended by Resolution No 14-1621 and Resolution No. 16-1747 (the "Cost Recovery Resolution – Water Delivery Lines") for the following completed water Lines: A, B, G, and I.
9. Prior to recordation of the Final Plat, a payment in the amount of \$368,229 shall be submitted to the City pursuant to Resolution of Intention No. 06-1065 as amended by Resolution No 14-1622 and Resolution No. 16-1748 (the Cost Recovery Resolution – Wastewater Trunk Lines") for the following completed wastewater lines: B and C.
10. Prior to recordation of the Final Plat, a payment in the amount of \$186,376.25 shall be submitted to the City pursuant to Resolution of Intention No. 06-1065 as amended by Resolution No 14-1622 and Resolution No. 16-1748 (the Cost Recovery Resolution – Wastewater Trunk Lines") for wastewater line O, which is being constructed by others.
11. No building permits for any structure within any of the Platted Property shall be issued until wastewater line O as defined in the Cost Recovery Resolution – Wastewater Trunk Lines has been substantially completed, as determined by the City Engineer or designee.
12. No building permits for any structure within the Platted Property shall be issued until an 8-inch sewer line within Citrus Road from the southern boundary of the Platted Property to El Cidro Drive where the line connects to wastewater line O referred to above has been substantially completed, as determined by the City Engineer or designee.
13. Except for model homes, no building permits for any structure within any of the Platted Property shall be issued until full street improvements within the approximate 100 linear feet of right-of-way for the section of S. 181st Drive south of the southern boundary of the Platted Property required for a Minor Collector as set forth in the Engineering Design Standards in effect at the time of construction, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting, have been substantially completed, as determined by the City Engineer or designee (the 181st Drive Improvements". Upon acceptance of the 181st Drive Improvements by the City Engineer or his/her designee subject to completion of the two-year warranty period, the city shall remit to Owner of the Platted Property a payment for the actual costs incurred in constructing the 181st Drive Improvements subject to a maximum reimbursement of \$25,381.62.
14. Prior to recordation of the Final Plat, Owner shall apply to the Arizona Department of

Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the property rezoned by Ordinance 2021-1493 (Phase 1, Phase 2 and Phase 3) 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.

15. In addition to the specific infrastructure identified herein, the Owner of the Platted Property shall construct or cause the construction of 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.
16. The Owner of the Platted Property 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 (vi) required for 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.
17. At the time of development, all new and existing utilities shall be placed underground except power lines 69kV or larger.

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 Platted Property was rezoned on February 22, 2021 by Ordinance No. 2021-1493. A portion of the Platted Property was rezoned from Planned Area Development (PAD) to the R1-4 (Single Family Detached) Zoning District with R1-4 Reduced Development Standards and a portion of the Platted Property was rezoned from the PAD to the R1-C (Court Home) Zoning District. A preliminary plat for all of the property rezoned by Ordinance No. 2021-1493, including the Platted Property, was approved by the City Council on February 22, 2021.

STAFF ANALYSIS

The final plat substantially conforms to the approved preliminary plat and 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. Further, 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.

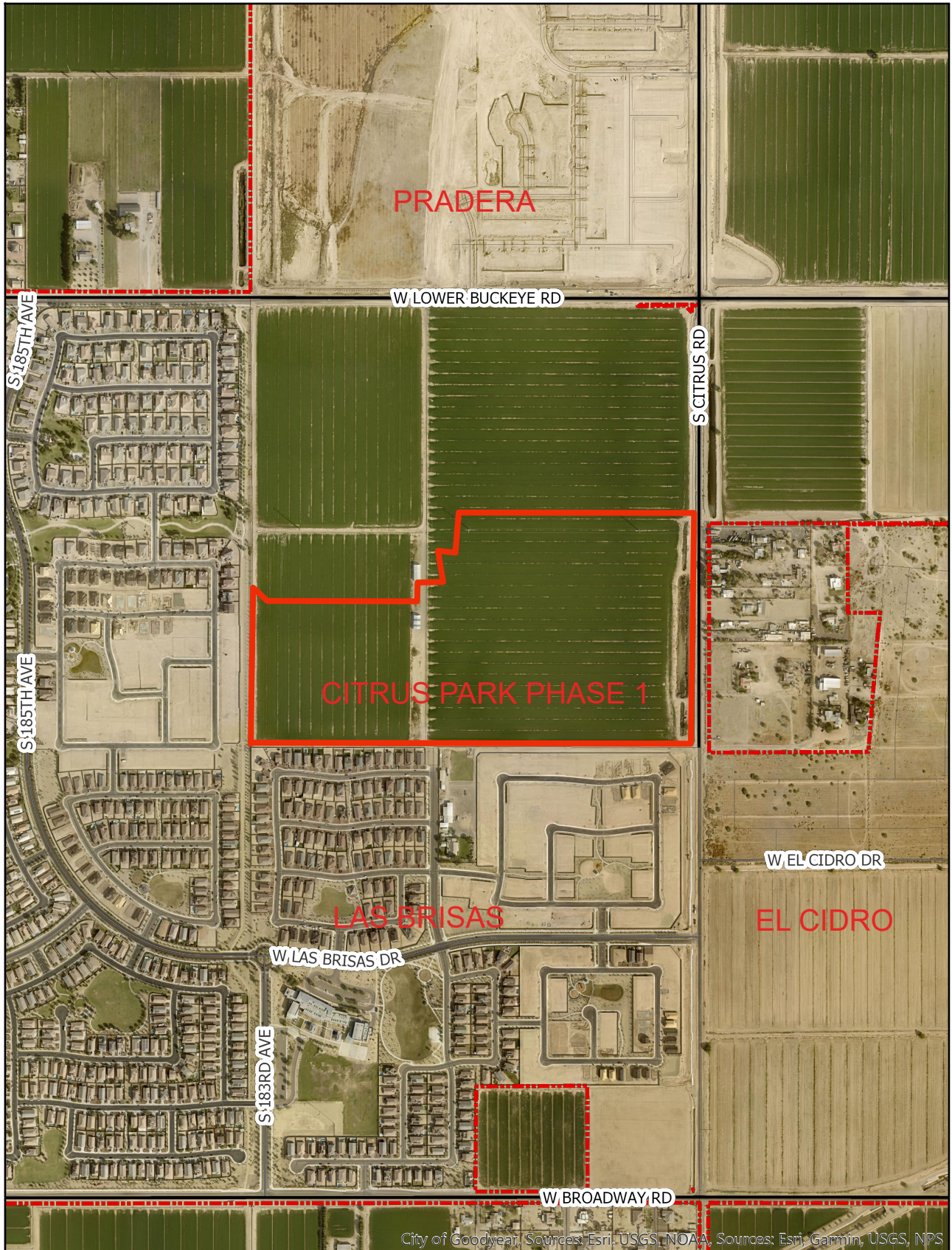
Attachments

Aerial Map

Preliminary Plat CAR

Final Plat

Final Plat for Citrus Park Phase 1
South of W Lower Buckeye Road
West of S Citrus Road



City of Goodyear, Sources: Esri, USGS, NOAA, Sources: Esri, Garmin, USGS, NPS

21-520-00010 Final Plat for Citrus Park Phase 1

AGENDA ITEM #:
DATE: 02/22/2021
CAR #: 2021-7176



CITY COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR CITRUS PARK

STAFF PRESENTER(S): Steve Careccia, Principal Planner

OTHER PRESENTER(S):

Carolyn Oberholtzer, Bergin, Frakes, Smalley & Oberholtzer, PLLC

SUMMARY:

Preliminary plat for Citrus Park (20-500-00006) subdividing approximately 160 acres into 616 residential lots. The subject property is located at the southwest corner of Citrus Road and Lower Buckeye Road.

Recommendation:

Approve a request for the Preliminary Plan Plat for Citrus Park attached hereto subdividing approximately 160 acres located at the southwest corner of Citrus Road and Lower Buckeye Road (the "Property") subject to the following stipulations. (Steve Careccia, Principal Planner)

STIPULATIONS:

1. The approval of this preliminary plat shall be effective upon the date zoning Ordinance No. 2021-1493, the ordinance rezoning the property to be developed in the manner reflected in the preliminary plat, becomes effective;
2. Owner shall construct full half-street improvements required for a Minor Arterial as set forth in the Engineering Design Standards in effect at the time the improvements are constructed, except for ½ meridian and ½ median landscaping, for the south half of W. Lower Buckeye Road along or adjacent to the frontage of the Property, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Lower Buckeye Road Improvements"). Except for model homes, no building permits for any structure within any of the areas identified as Phase 03 in the Preliminary Plat for Citrus Park shall be issued until the Lower Buckeye Road Improvements have been substantially completed, as determined by the City Engineer or designee;
3. Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Lower Buckeye Road along or adjacent to the frontage of the Property. The in-lieu payment for the median shall be based on the estimated cost of the full median and full median landscaping as determined by the City Engineer or designee, and it shall be paid prior to the recordation of any final plat that includes any of the areas

identified as Phase 03 in the Preliminary Plat for Citrus Park;

4. Owner shall construct full half-street improvements required for a Minor Arterial as set forth in the Engineering Design Standards in effect at the time the improvements are constructed, except for ½ median and ½ median landscaping, for the west half of S. Citrus Road along or adjacent to the frontage of the Property, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "S. Citrus Road Improvements"). Except for model homes, no building permits for any structure within any of the Property shall be issued until the S. Citrus Road Improvements have been substantially completed, as determined by the City Engineer or designee;
5. Owner shall remit to the City an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of S. Citrus Road along or adjacent to the frontage of the Property. The in-lieu payment for the median shall be based on the estimated cost of the full median and full median landscaping as determined by the City Engineer or designee, and it shall be paid prior to the recordation of the first final plat subdividing all or part of the Property;
6. An eight-foot wide concrete sidewalk or a pedestrian pathway with an alternative surface, such as compacted decomposed granite as may be determined by the Development Services Director or designee shall be constructed when the S. Citrus Road Improvements) are constructed;
7. The Property 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 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 designee;
8. Owner shall make an in-lieu payment for the cost of traffic signal identified below. The in-lieu payment shall be made prior to the recordation of any final plat that includes any portion of the Property located within the areas identified as Phase 03 in the Preliminary Plat for Citrus Park. 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.

- a. 25% of the cost of the full traffic signal (all four legs) at W. Lower Buckeye Road and S. Citrus Road;

9. In addition to being responsible for a proportionate share of the cost of a full traffic signal (all four legs) at the intersection at W. Lower Buckeye Road and S. Citrus Road, Owner is also responsible for a proportionate share of the costs of additional traffic signals identified in an approved Traffic Impact Analysis/Study as being needed and for conveying, in fee, lien free, and free of any easements or encumbrances unless specifically agreed to by the city, any additional right-of-way needed for the construction of the portion of the traffic signal that will be located on the Property pursuant to Stipulation 23 in Ordinance No. 2021-1493;
10. Prior to recordation of the first final plat subdividing all or part of the Property, Owner shall remit a cost recovery payment to the city in the amount of \$368,229 pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines for regional wastewater lines B and C that have been fully constructed;
11. Unless regional wastewater Line O identified in the West Goodyear Master Wastewater Study as benefiting the Property (“Wastewater Line O”) has been constructed or under construction by others when the first final plat subdividing all or part of the Property is to be recorded, Owner shall be responsible for constructing Line O;
12. If Wastewater Line O has been or is being constructed by others when the first final plat subdividing all or part of the Property is to be recorded, Owner shall make a cost recovery payment for its proportionate share of the costs of the lines being constructed by others pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines prior to the recordation of the first final plat subdividing all or part of the Property. The amount of the cost recovery payment owed shall be based on the percentage of the actual cost of Wastewater Line O if it has been constructed or if Wastewater Line O is under construction but has not been completed, the amount of the cost recovery payment shall be \$186,376, which is the amount reflected in the Cost Recovery Resolution – Wastewater Trunk Lines;
13. Unless such sewer line has been constructed or is under construction by others, Owner shall, at no cost to the City, construct an 8-inch sewer line within Citrus Road from the southern boundary of the Property to El Cidro Drive where the line connects to Wastewater Line O referred to above. No building permits for any structure within any of the Property shall be issued until this line has been substantially completed, as determined by the City Engineer or designee;
14. No building permits for any structure within any of the Property shall be issued until Wastewater Line O has been substantially completed, as determined by the City Engineer or designee;
15. Prior to recordation of the first final plat subdividing all or part of the Property, Owner shall remit a cost recovery payment to the city in the amount of \$314,814 owed pursuant to the terms of the Cost Recovery Resolution – Water Delivery Lines;
16. Prior to the earlier of the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permit for work within the Property, 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;
17. In addition to the specific infrastructure identified in this Ordinance, the Property 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;

18. The Property 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 (vi) required for 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;
19. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the city of Goodyear subdivision regulations, the city of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property;
20. Except for model homes, no Temporary Certificate of Occupancy, Certificate of Occupancy or Certificate of Completion shall be is issued for any structure within any of the areas identified as Phase 02 and Phase 03 in the Preliminary Plat for Citrus Park until the outdoor community pool that is to be constructed pursuant to stipulations 6 and 7 in Ordinance No. 2021-1493 has been completed;
21. At the time of development, all new and existing utilities shall be placed underground except power lines 69kV or larger;
22. The Public Sales Report and all final plats subdividing all or part of the Property shall include the following disclosures:
 - a. The Property 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 the Phoenix-Goodyear Airport; and
 - b. The Property is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses e subject to noise, dust, and odors associated with such uses.
23. Owner shall obtain from all initial homebuyers an executed acknowledgment that runs with the land in which the homebuyer(s) acknowledge that the lot they are purchasing is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses;
24. Owner shall obtain an executed waiver agreement from all initial homebuyers that complies with the following. The waiver agreement shall run with the land and shall include the following waiver language: "Buyer(s) acknowledge that the lot being purchased is subject to attendant noise, vibrations, dust, and all other effects that may be caused by over flights and by the operation of aircraft landing at, or taking off from, Luke Air Force Base and/or the Phoenix-Goodyear Airport, and hereby releases and discharges the city of Goodyear from any liability for any and all claims for future damages to persons or property and complaints of any kind that may arise at any time in

- the future from the operation of such aircraft near and over the area”; and,
25. Signage shall be posted within all subdivision sales offices identifying the location of the Luke Air Force Base Accident Potential Zones (APZs), 65 Ldn and higher noise contours, and departure corridors, as well as the Phoenix-Goodyear Airport Traffic Pattern Area and noise contours. This display shall include a 24-inch x 36-inch map at the main entrance of such sales facility and shall include the approximate locations of the homes being sold clearly depicted.

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 consists of approximately 160 acres generally located at the southwest corner of Citrus Road and Lower Buckeye Road. The Property is located within West Goodyear and was one of the original “West Goodyear Properties.” The owners of various West Goodyear Properties undertook regional water and wastewater master studies, including amendment to those studies and identifying the regional water and wastewater lines that had had to be constructed to serve the West Goodyear properties, including the Property that were adopted by the city of Goodyear (referred to herein as the “West Goodyear Master Water Study” and the “West Goodyear Master Wastewater Study”). The City adopted Resolution of Intention No. 06-1064 as amended by Resolution No 14-1621 and Resolution No. 16-1747 to allocate the costs of the regional water lines among the benefitted properties (referred to herein as the “Cost Recovery Resolution – Water Delivery Lines”) and adopted Resolution of Intention No. 06-1065 as amended by Resolution No 14-1622 and Resolution No. 16-1748 to allocate the costs of the regional wastewater lines among the benefitted properties (referred to herein as the “Cost Recovery Resolution – Wastewater Trunk Lines”).

The Property is being rezoned from the existing PAD Zoning District that allows for the development of 422 dwelling units and commercial development within approximately 27 acres of the Property. A portion of the Property is being rezoned to R1-4 (Single Family Detached) Zoning District with the R1-4 Reduced Development Standards and another portion of the Property is being rezoned to R1-C (Court Homes) Zoning District. The maximum number of dwelling units that will be developed on the Property is 616.

The change in zoning does not impact the regional water and wastewater lines that are needed to serve the Property and Owner is required to construct the water and sewer lines identified in the West Goodyear Master Water Study and in the West Goodyear Master Wastewater Study as being needed to serve the Property and remit cost recovery payments pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines and the Cost Recovery Resolution – Water Delivery Lines for the regional water and sewer lines that benefit the Property and that have been or will be constructed by others. To date, all of the regional water lines identified in the West Goodyear Master Water Study as serving the Property (lines A, B,

G and I) have been constructed and Owner is responsible for remitting a cost recovery payment in the amount of \$314,814 pursuant to Cost Recovery Resolution – Water Delivery Lines. To date, regional wastewater lines B and C identified in the West Goodyear Master Wastewater as benefiting the Property have been constructed and Owner is responsible for remitting a cost recovery payment in the amount of \$368,229 pursuant to Cost Recovery Resolution – Wastewater Trunk Lines. Regional wastewater Line O and Line P identified in the West Goodyear Master Wastewater Study as serving the Property have not been installed, however, pursuant to an updated wastewater study approved by the city for an adjacent development, staff approved the installation of a smaller sized line within the location of where Line P was to be installed, which will accommodate flows from the Property. Accordingly, the only regional wastewater line Owner is required to install is Line O unless it is constructed or being constructed by others, in which case, Owner shall be responsible for paying a cost recovery payment for Line O pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines.

The Planning and Zoning Commission considered this item at their regular meeting of February 10, 2021. The Commission heard a presentation from staff and then asked questions on the extent of the residential amenities to be provided, which were answered by staff and the applicant. The Commission unanimously voted (6-0) to forward a recommendation of approval to the City Council. There was no opposition to the project voiced at the meeting.

STAFF ANALYSIS

Current Policy:

Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with zoning for the property, 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. An approved preliminary plat shall expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the property included in the preliminary plat or an extension has been obtained.

Details of the Request:

The preliminary plat for Citrus Park intends to subdivide the approximate 160-acre property into 616 residential lots. The following lot sizes and yields are proposed:

Area	Lot Size	Yield	Percentage
47.74	45' x 115'	216	35%
66.85	55' x 120'	205	33%
45.79	40' x 87'	195	32%
160.38		616	100%

The concurrent rezoning request for the R1-4 (Single Family Detached) zoning district also includes a request for reduced side yard setback, as permitted by the Zoning Ordinance. The minimum side yard setback in the R1-4 zoning district is five feet, with 15 feet total for both sides (i.e. 5'/10'). The request would reduce the total for both sides to 10 feet (i.e. 5'/5'). The preliminary plat reflects the reduced side yard setbacks.

The area proposed for the R1-C (Court Home) zoning district is intended for the development

of court homes. As represented on the preliminary plat, a typical court home pod will consist of six detached homes sharing a common driveway. Private yards will be provided.

Approximately 24 acres of open space (15% of project area) are required. The project proposes approximately 47 acres of open space (30% of project area), with 11 acres of usable open space distributed between five different park sites, including a 5.9 acre central park. The five parks will be programmed with various amenities, including a community pool with parking and restroom facility. Other amenities include turf play areas, play courts (i.e. corn hole, pickleball, bocce ball), ramadas and trail connections.

The concurrent rezoning request for the R1-4 and R1-C zoning districts requires the development to incorporate several design elements as set forth in the Zoning Ordinance. Further, the request to reduce the total side yard setback in the R1-4 zoning district requires the use of additional design elements. As these design elements are intended to justify the smaller lot widths and reduced setbacks, they have been formalized with the stipulations of approval for the proposed rezoning. Development in conformance with these stipulations will be considered as meeting the requirements of the Zoning Ordinance. As such, the rezoning ordinance and stipulations will need to be approved and become effective prior to the preliminary plat becoming effective.

Surrounding Area:

Uses and development surrounding the subject property include:

- North – Lower Buckeye Road and the future residential development within Pradera zoned R1-4 and R1-6 Single Family Residential.
- South – Existing residential development within Las Brisas zoned PAD.
- East – Citrus Road and future commercial development zoned C-1 Neighborhood Commercial, future residential development zoned R1-6 Single Family Residential and existing large lot residential zoned RU-43 (Maricopa County).
- West – Existing residential development within Las Brisas zoned PAD.

Luke Air Force Base:

The subject property is located within the vicinity of a military airport but is located approximately two miles from the 65 Ldn noise contour line for Luke AFB. Given the location of the subject property, base operations should not be adversely impacted by this proposed development nor should the subject property be adversely impacted. A stipulation of approval will require notice of base operations to future homebuyers.

Phoenix-Goodyear Airport:

The subject property is located within the Traffic Pattern area of the Phoenix-Goodyear Airport but is located outside of any noise contour or hazard zones. A stipulation of approval will require notice of airport operations to future homebuyers.

Fire Response:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#184/181	7.18	3.59	8.02	4.01	#182	13.32	6.66	14.16	7.08

Police Response:

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

Schools:

The property is located within the Liberty Elementary School District and the Buckeye Union High School District. The rezoning project narrative states the applicant will work with the school districts regarding a donation agreement.

Solid Waste/Recycling:

Service will be provided by the city of Goodyear. Service to the court home parcels has been reviewed by the Public Works Department and determined to be viable as proposed with the intended subdivision design.

Streets/Transportation:

The subject property will have access to Citrus Road and Lower Buckeye Road and include a connection to Las Brisas via the north-south collector road. All required street improvements will be completed with development of the subject property in accordance with a phasing plan approved by the city.

Water/Wastewater:

The subject property is located within the city of Goodyear water and wastewater service area. It has been determined the increased unit count (over the currently approved PAD) does not impact the requirements in the master utility studies for the West Goodyear Central Planning Area.

STAFF FINDINGS

The preliminary plat is consistent with the development standards established with the R1-4 (Single Family Detached) and R1-C (Court Home) zoning districts. It is also consistent with the stipulations contained within Ordinance No. 2021-1493, the ordinance rezoning the property to be developed as Citrus Park. Staff finds the proposed preliminary plat incorporates the required design elements as stipulated with the concurrent rezoning request for Citrus Park.

The preliminary plat is consistent with the technical requirements of the city's subdivision regulations. It also provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

DEDICATION

STATE OF ARIZONA } SS

COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "CITRUS PARK PHASE 1" A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HERE ON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, TRACTS 1N, 10, 1GGG, 1HHH, AND 1III AND ALL STREETS DESIGNATED AS R/W SHOWN ON SAID FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DECLARES ALL TRACTS WITHIN THE SUBDIVISION AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN EXCEPT TRACTS 1N, 10, 1GGG, 1HHH, AND 1III AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE CITRUS PARK HOMEOWNERS ASSOCIATION. SUBJECT TO THE EASEMENTS, COVENANTS, RESERVATIONS AND RESTRICTIONS SET FORTH HEREIN, ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY CONVEYS TO THE CITRUS PARK HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ALL TRACTS WITHIN THIS FINAL PLAT EXCEPT TRACTS 1N, 10, 1GGG, 1HHH, AND 1III FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS 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, OVER, ACROSS, OVER AND UNDER THOSE AREAS TRACTS AND IN LOTS DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC 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.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WATER EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS DESIGNATED AS W.E. WITHIN TRACTS 1GG, 1II, 1MM, 1QQ, 1RR, 1TT, 1UU, 1V, 1WW, 1XX AND 1ZZ INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER EASEMENT AREAS"). THE WATER EASEMENTS DEDICATED HEREIN ARE 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 METER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN THE WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER EASEMENT AREAS. THE WATER 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 WATER EASEMENT AREAS.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WATER METER EASEMENTS WITHIN, UPON, OVER, ACROSS, ABOVE, AND UNDER THOSE AREAS IN TRACTS AND IN LOTS, DESIGNATED AS W.M.E. INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER METER EASEMENT AREAS"). THE WATER METER EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF ENTERING, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING OR REPLACING WATER METER 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 OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNERS EXPENSE. OWNER SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNER 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 OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS 1A, 1AAA, 1B, 1BB, 1BBB, 1C, 1DD, 1DDD, 1EE, 1EEE, 1F, 1FFF, 1G, 1GG, 1H, 1II, 1J, 1JJ, 1JJJ, 1K, 1KK, 1L, 1M, 1MM, 1OO, 1P, 1QQ, 1R, 1RR, 1T, 1TT, 1UU, 1V, 1W, 1WW, 1X, 1YY, AND 1Z.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITRUS PARK HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS 1A, 1AAA, 1B, 1BB, 1BBB, 1C, 1DD, 1DDD, 1EE, 1EEE, 1F, 1FFF, 1G, 1GG, 1H, 1II, 1J, 1JJ, 1JJJ, 1K, 1KK, 1L, 1M, 1MM, 1OO, 1P, 1QQ, 1R, 1RR, 1T, 1TT, 1UU, 1V, 1W, 1WW, 1X, 1YY, AND 1Z INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: (i) THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM WATER FLOWS IDENTIFIED IN THE APPROVED GRADING AND DRAINAGE PLANS, AS DEFINED ABOVE, AND FOR PERFORMING THE MAINTENANCE WORK, AS DEFINED ABOVE. THE CITRUS PARK HOMEOWNERS ASSOCIATION, COVENANTS AND AGREES IT SHALL BE RESPONSIBLE FOR THE PERFORMING THE MAINTENANCE WORK, AS DESCRIBED ABOVE AND AGREES THAT TRACTS 1A, 1AAA, 1B, 1BB, 1BBB, 1C, 1DD, 1DDD, 1EE, 1EEE, 1F, 1FFF, 1G, 1GG, 1H, 1II, 1J, 1JJ, 1JJJ, 1K, 1KK, 1L, 1M, 1MM, 1OO, 1P, 1QQ, 1R, 1RR, 1T, 1TT, 1UU, 1V, 1W, 1WW, 1X, 1YY, AND 1Z. THE CITY OF GOODYEAR AND/OR ANY PERSON OR PERSONS WHO HAVE BEEN DAMAGED BY THE VIOLATIONS OF THE AGREEMENTS AND COVENANTS HEREIN CAN BRING PROCEEDINGS AT LAW OR IN EQUITY FOR SUCH DAMAGES AND/OR TO ENFORCE SUCH COVENANTS AND AGREEMENTS. ANY PERSON OR PERSONS OR THE CITY OF GOODYEAR PROSECUTING ANY PROCEEDINGS AT LAW OR IN EQUITY HEREUNDER SHALL HAVE THE RIGHT IN THE FIRST INSTANCE TO RECOVER THEIR COSTS, INCLUDING ATTORNEYS' FEES, IN ADDITION TO THE COSTS OF THE SUITS. THE CITY OF GOODYEAR, IN ANY EVENT, SHALL NOT BE DEEMED TO OCCUR BY ANY CONTEMPORANEOUS OR SUBSEQUENT DEED, GRANT OR ASSIGNMENT OF INTEREST OR ESTATE TO CITRUS PARK HOMEOWNERS ASSOCIATION IN TRACTS 1A, 1AAA, 1B, 1BB, 1BBB, 1C, 1DD, 1DDD, 1EE, 1EEE, 1F, 1FFF, 1G, 1GG, 1H, 1II, 1J, 1JJ, 1JJJ, 1K, 1KK, 1L, 1M, 1MM, 1OO, 1P, 1QQ, 1R, 1RR, 1T, 1TT, 1UU, 1V, 1W, 1WW, 1X, 1YY, AND 1Z. THE EASEMENT, AGREEMENTS AND COVENANTS CONTAINED 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 TRACTS 1A, 1AAA, 1B, 1BB, 1BBB, 1C, 1DD, 1DDD, 1EE, 1EEE, 1F, 1FFF, 1G, 1GG, 1H, 1II, 1J, 1JJ, 1JJJ, 1K, 1KK, 1L, 1M, 1MM, 1OO, 1P, 1QQ, 1R, 1RR, 1T, 1TT, 1UU, 1V, 1W, 1WW, 1X, 1YY, AND 1Z.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO CITRUS PARK HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS 1A, 1AAA, 1B, 1BB, 1BBB, 1C, 1DD, 1DDD, 1GG, 1JJ, 1KK, 1MM, 1P, 1QQ, 1R, 1T, 1TT, 1UU, 1V, 1WW, 1X AND 1Z (MOTOR COURT EASEMENT AREAS) FOR THE PURPOSE OF ENTERING, INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING ALL IMPROVEMENTS NECESSARY TO PROVIDE VEHICULAR AND PEDESTRIAN ACCESS TO THE LOTS ADJACENT TO 1AAA, 1BB, 1DD, 1GG, 1JJ, 1KK, 1MM, 1P, 1QQ, 1R, 1T, 1TT, 1UU, 1V, 1WW, 1X AND 1Z. THE HOA SHALL BE AND REMAIN RESPONSIBLE FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR AND REPLACEMENT OF THE IMPROVEMENTS NECESSARY TO PROVIDE VEHICULAR AND PEDESTRIAN ACCESS TO THE LOTS ADJACENT 1AAA, 1BB, 1DD, 1GG, 1JJ, 1KK, 1MM, 1P, 1QQ, 1R, 1T, 1TT, 1UU, 1V, 1WW, 1X AND 1Z. NO MERGER OF TITLE, ESTATE, OR INTEREST SHALL BE DEEMED TO OCCUR BY ANY CONTEMPORANEOUS OR SUBSEQUENT DEED, GRANT OR ASSIGNMENT OF INTEREST OR ESTATE TO CITRUS PARK HOMEOWNERS ASSOCIATION IN TRACTS 1AAA, 1BB, 1DD, 1GG, 1JJ, 1KK, 1MM, 1P, 1QQ, 1R, 1T, 1TT, 1UU, 1V, 1WW, 1X AND 1Z. ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, FURTHER DEDICATES TO THE OWNERS OF THE LOTS ADJACENT TO THE MOTOR COURT EASEMENT AREAS DESCRIBED HEREIN NON-EXCLUSIVE PERMANENT ACCESS EASEMENTS OVER, ACROSS AND THROUGH THE MOTOR COURT EASEMENT AREAS FOR USE BY THE OWNERS OF LOTS ADJACENT TO THE MOTOR COURT EASEMENT AREAS AND THEIR RESPECTIVELY FOR THE PURPOSE OF PROVIDING RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PEDESTRIANS TO THE LOTS ADJACENT TO THE MOTOR COURT EASEMENT AREAS. THE MOTOR COURT EASEMENTS AND ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS 1AAA, 1BB, 1DD, 1GG, 1JJ, 1KK, 1MM, 1P, 1QQ, 1R, 1T, 1TT, 1UU, 1V, 1WW, 1X AND 1Z.

ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY, THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE CITY OF GOODYEAR, THIRD PARTIES PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY IN THIS FINAL PLAT, AND FOR USE BY ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS TRACTS 1AAA, 1BB, 1DDD, 1GG, 1JJ, 1KK, 1MM, 1P, 1QQ, 1R, 1T, 1TT, 1UU, 1V, 1WW, 1X AND 1Z AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSE OF PROVIDING RIGHTS OF INGRESS AND EGRESS AND PEDESTRIAN ACCESS TO THE LOTS ADJACENT TO THE MOTOR COURT EASEMENT AREAS. THE MOTOR COURT EASEMENTS AND ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS 1AAA, 1BB, 1DD, 1GG, 1JJ, 1KK, 1MM, 1P, 1QQ, 1R, 1T, 1TT, 1UU, 1V, 1WW, 1X AND 1Z.

IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") AGREEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING WITHIN TRACTS 1GGG, 1HHH, AND 1III, IN AND 10, CITRUS PARK HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION (CITRUS PARK HOA) EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN AND REPLACE MEDIANS AND LANDSCAPING WITHIN TRACTS 1GGG, 1HHH, AND 1III, IN AND 10, INCLUDING THE PROVISION OF A LAND NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. CITRUS PARK HOA SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT-OF-WAY. CITRUS PARK HOA EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISING FROM THE MEDIAN AND LANDSCAPING, INCLUDING THE FAILURE TO MAINTAIN SUCH MEDIAN AND LANDSCAPING, WITHIN TRACTS 1GGG, 1HHH, AND 1III, IN AND 10. CITRUS PARK HOA 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 MEDIAN AND LANDSCAPING WITHIN TRACTS 1GGG, 1HHH, AND 1III, IN AND 10 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, CITRUS PARK HOA SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD CITRUS PARK HOA FAIL TO MAINTAIN THE MEDIAN AND LANDSCAPING WITHIN TRACTS 1GGG, 1HHH, AND 1III, IN AND 10, AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND CITRUS PARK HOA 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

IN WITNESS WHEREOF ARROYO CAP II-2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE THIS _____ DAY OF _____, 20____.

ARROYO CAP II-2 LLC,
A DELAWARE LIMITED LIABILITY COMPAY

BY: _____
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: _____
ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

ON THIS THE _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____, THE _____ OF ARROYO CAPITAL II LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF ARROYO CAP II-2, LLC, A DELAWARE LIMITED LIABILITY COMPANY WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE AN AUTHORIZED AGENT TO EXECUTE THIS DOCUMENT ON BEHALF OF ARROYO CAP II-2, A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE/SHE, AS THE AUTHORIZED AGENT, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____ DATE _____

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION AND CONSENT, CITRUS PARK HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION HEREBY: (i) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE EASEMENTS DEDICATED TO CITRUS PARK HOMEOWNERS ASSOCIATION 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 ALL TRACTS WITHIN THE SUBDIVISION AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN EXCEPT TRACTS 1GGG, 1HHH, AND 1III, IN AND 10. CITRUS PARK HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: _____
ITS: _____

DATE: _____

HOMEOWNERS ASSOCIATION RATIFICATION

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

ON THIS THE _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____ AND ACKNOWLEDGED HIMSELF/HERSELF TO BE AN AUTHORIZED AGENT OF CITRUS PARK HOMEOWNERS ASSOCIATION AN ARIZONA NON-PROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS THE AUTHORIZED AGENT, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 20____.

BY: _____
MAYOR (JOE PIZZILLO)

ATTEST: _____
CITY CLERK (DARCIE MCCRACKEN)

FINAL PLAT APPROVAL

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA ON THIS _____ DAY OF _____, 20____.

BY: _____
CITY ENGINEER (SUMEET MOHAN)

SHEET INDEX

SHEET 1 COVER SHEET

SHEET 2 LOT AREA AND CURVE TABLES

SHEET 3 LEGAL DESCRIPTION TRACT TABLE, AND GENERAL NOTES

SHEET 4 LEGEND, DETAILS, AND KEY MAP

SHEET 5-10 FINAL PLAT

COUNTY RECORDER

CVL

CONSULTANTS

CELEBRATING 60 YEARS

4550 North 12th Street
Phoenix, Arizona 85014
Phone: (602) 264-6831
www.cvlci.com

DATE

REVISION

NO.

COVER SHEET

FINAL PLAT

CITRUS PARK PHASE 1

GOODYEAR, ARIZONA

01 SHEET OF 10

CVL Contact: D. CHUBIN
CVL Project #: 0141001
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SEE SHEET 02 FOR CURVE TABLE AND LOT AREA TABLE
SEE SHEET 03 FOR GENERAL NOTES

COE AND VAN LOO II L.L.C.

CITRUS PARK PHASE 1

GOODYEAR, ARIZONA

THIS PROJECT

BETHANY HOME RD.

CAMELBACK RD.

INDIAN SCHOOL RD.

THOMAS RD.

McDOWELL RD.

VAN BUREN ST.

WEST YUMA RD.

LOWER BUCKEYE RD.

BROADWAY AVE.

CO. ROUTE 85 BASELINE RD.

BELOAT RD.

ELLIOT RD.

NARRAMORE RD.

RAY RD.

WILLIAMS FIELD ALIGNMENT

PECOS RD. ALIGNMENT

GERMANN ALIGNMENT

QUEEN CREEK ALIGNMENT

OCOTILLO ALIGNMENT

CHANDLER HEIGHTS ALIGNMENT

RIGGS ALIGNMENT

HUNT ALIGNMENT

PATTERSON ALIGNMENT

TUTHILL RD. (203RD AVE.)

195TH AVE.

187TH AVE.

179TH AVE.

171ST AVE.

163RD AVE.

155TH AVE.

147TH AVE.

139TH AVE.

PERRYVILLE RD.

RAINBOW VALLEY RD.

RAINBOW VALLEY RD.

ESTRELLA PARKWAY

PAPAGO FREEWAY

VICINITY MAP

(NOT-TO-SCALE)

LOWER BUCKEYE ROAD

SECTION 22

THIS PROJECT

BROADWAY ROAD

PERRYVILLE ROAD

CITRUS ROAD

VICINITY MAP

(NOT-TO-SCALE)

BY: _____

NAME: _____

TITLE: _____

CERTIFICATION

I, RICHARD G. ALCOOER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF TEN (10) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF MAY, 2020, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED.

BY: _____

RICHARD G. ALCOOER, R.L.S.

REGISTRATION NUMBER 33851

4550 N. 12TH STREET

PHOENIX, ARIZONA 85014

(602)-264-6831

CVLSURVEY@CVLCI.COM

OPTIONEE CONSENT

THE UNDERSIGNED, LS-CITRUS PARK LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OPTIONEE"), ENTERED INTO AN OPTION AGREEMENT WITH ARROYO CAP II-2, LLC, A DELAWARE LIMITED LIABILITY COMPANY PURSUANT TO WHICH OPTIONEE WAS GRANTED A RIGHT TO PURCHASE PROPERTY INCLUDED WITHIN THE FINAL PLAT FOR CITRUS PARK PHASE 1, AS MEMORIALIZED IN THAT CERTAIN MEMORANDUM OF OPTION AGREEMENT DATED JUNE 24, 2021 RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2021 0695536. OPTIONEE HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS FINAL PLAT AND DOES HEREBY RELEASE FROM THE OPTION AGREEMENT THAT PORTION OF THE PROPERTY CONVEYED TO THE CITY OF GOODYEAR IN FEE AS SHOWN ON THIS FINAL PLAT. OPTIONEE, ON BEHALF OF ITSELF AND ALL FUTURE SUCCESSOR AND ASSIGNS TO THE OPTION AGREEMENT, HEREBY CONSENTS TO AND SHALL BE BOUND TO THE EASEMENTS DEDICATED TO THE CITY OF GOODYEAR AS SHOWN ON THIS FINAL PLAT. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS OPTIONEE CONSENT ON BEHALF OF LS-CITRUS PARK LLC, A DELAWARE LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF LS-CITRUS PARK LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE THIS _____ DAY OF _____, 20____.

LS-CITRUS PARK LLC,
A DELAWARE LIMITED LIABILITY COMPAY

BY: _____
LANDSEA HOMES OF ARIZONA LLC,
AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: _____
LANDSEA HOMES UNITED STATES CORPORATION
A DELAWARE CORPORATION
ITS: MANAGER

BY: _____
NAME: _____
TITLE: _____

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____, THE _____ OF LANDSEA HOMES UNITED STATES CORPORATION, THE MANAGER OF LANDSEA HOMES OF ARIZONA, LLC, AS THE MANAGER OF LS-CITRUS PARK LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THIS FINAL PLAT FOR CITRUS PARK PHASE 1 ("FINAL PLAT") AND WHO ACKNOWLEDGED THAT BY HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE FINAL PLAT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE FINAL PLAT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

_____, (SEAL)

SITE SUMMARY

LAND USE AREAS	SQUARE FEET	ACRES	PERCENT
AREA OF LOTS	1,299,051	29.822	
RIGHT OF WAY	511,925	11.750	
RIGHT OF WAY ARTERIAL	144,103	3.308	
OPEN SPACE TRACTS	948,294	21.770	33
ACTIVE OPEN SPACE		12.337	57
PASSIVE OPEN SPACE		9.433	43
TOTAL GROSS AREA	2,903,373	66.652	

DEVELOPER

LS-CITRUS PARK LLC
1805 EAST DOUBLETREE RANCH ROAD, SUITE 240
SCOTTSDALE, ARIZONA 85258
CONTACT: GENE STROJEK
PHONE: (480)-629-4111
EMAIL: GSTROJEK@LANDSEAHOMES.COM

OWNER

ARROYO CAP II-2, LLC
18575 JAMBOREE ROAD, SUITE S-350
IRVINE, CALIFORNIA 92612
CONTACT: LEIGH AUSTIN
PHONE: (949) 272-1168
EMAIL: LAUSTIN@ARROYOCAPITAL.COM

ENGINEER

COE AND VAN LOO II L.L.C.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
CONTACT: DOUGLAS W. CHUBIN P.E.
PHONE: (602) 264-6831
EMAIL: DCHUBIN@CVLCI.COM

Printed By: TomD

Print Date: January 21, 2022

Filename: N:\01\0141001\CADD\Phase 1\DS-PH1-FPLAT 01-04.dwg

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
1	6,569
2	6,571
3	9,272
4	8,172
5	7,101
6	5,655
7	5,715
8	5,856
9	5,998
10	6,139
11	6,281
12	6,422
13	6,564
14	6,702
15	7,171
16	6,742
17	6,668
18	14,884
19	14,467
20	6,447
21	5,432
22	5,440
23	5,448
24	5,448
25	8,027
26	10,293
27	8,009
28	5,614
29	5,400
30	5,400
31	5,400
32	5,400
33	5,400
34	5,398
35	5,175
36	5,175
37	5,175
38	5,175
39	5,175
40	5,175
41	5,173
42	5,193
43	5,186
44	5,178
45	5,227
46	5,359
47	5,495
48	5,632
49	5,995
50	6,131
51	6,268
52	6,387
53	5,173
54	5,175
55	5,175
56	5,175
57	5,175
58	5,175
59	5,398
60	5,400
61	5,400

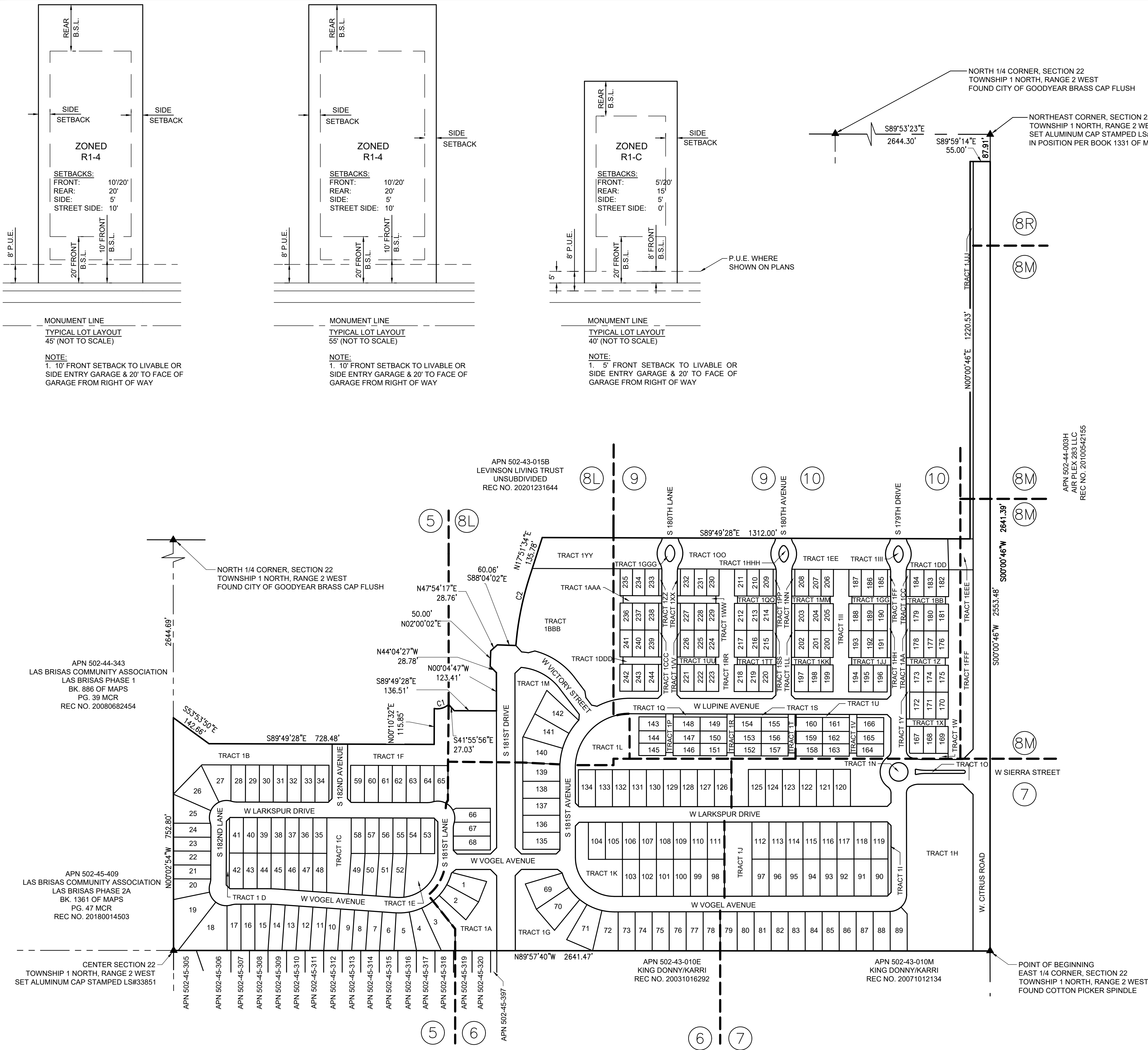
LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
62	5,400
63	5,400
64	5,375
65	5,253
66	5,245
67	5,377
68	5,400
69	8,654
70	8,916
71	9,312
72	8,629
73	6,919
74	6,926
75	6,932
76	6,938
77	6,944
78	6,951
79	6,957
80	6,963
81	6,970
82	6,976
83	6,982
84	6,988
85	6,995
86	7,001
87	7,007
88	7,013
89	7,249
90	6,598
91	6,600
92	6,600
93	6,600
94	6,600
95	6,600
96	6,600
97	6,600
98	6,600
99	6,600
100	6,600
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108	6,600
109	6,600
110	6,600
111	6,600
112	6,600
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114	6,600
115	6,600
116	6,600
117	6,600
118	6,600
119	6,598
120	6,600
121	6,600
122	6,600

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
123	6,600
124	6,600
125	6,600
126	6,600
127	6,600
128	6,600
129	6,600
130	6,600
131	6,600
132	6,600
133	6,600
134	6,598
135	6,600
136	6,600
137	6,600
138	6,600
139	6,911
140	8,497
141	8,737
142	9,069
143	3,915
144	3,480
145	3,480
146	3,480
147	3,480
148	3,915
149	3,915
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176	3,480
177	3,480
178	3,915
179	3,915
180	3,480
181	3,480
182	3,480
183	3,480

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
184	3,915
185	3,915
186	3,480
187	3,480
188	3,480
189	3,480
190	3,915
191	3,915
192	3,480
193	3,480
194	3,480
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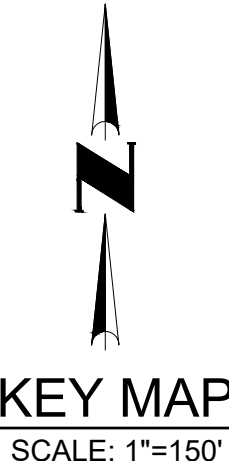
CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	50.12'	55.00'	052°12'27"	26.95	48.40	N74°10'18"E
C2	224.65'	970.00'	013°16'11"	112.83	224.15	S11°13'28"W
C3	2.27'	100.00'	001°18'12"	1.14	2.27	N00°28'34"W
C4	1.59'	100.00'	000°54'34"	0.79	1.59	S00°40'23"E
C5	1.73'	100.00'	000°59'38"	0.87	1.73	S00°40'21"W
C6	0.87'	100.00'	000°29'49"	0.43	0.87	N00°55'15"E
C7	235.62'	150.00'	090°00'00"	150.00	212.13	S45°04'47"E
C8	315.05'	200.00'	090°15'18"	200.89	283.47	S45°02'52"W
C9	177.79'	200.00'	050°56'00"	95.25	171.99	N62°36'07"W
C10	80.10'	1000.00'	004°35'22"	40.07	80.08	S02°12'54"W
C11	246.39'	150.00'	094°06'56"	161.18	219.61	N46°58'41"E
C12	35.91'	500.00'	004°06'56"	17.96	35.91	N88°01'19"W
C13	28.98'	50.00'	033°12'11"	14.91	28.57	S73°19'08"W
C14	23.79'	24.00'	056°48'13"	12.98	22.83	S28°18'56"W
C15	86.40'	55.00'	090°00'23"	55.01	77.79	N44°55'01"E
C16	225.39'	175.00'	073°47'36"	131.38	210.13	S53°10'59"E
C17	240.58'	175.00'	078°46'01"	143.66	222.08	N54°39'09"E
C18	34.12'	475.00'	004°06'56"	17.07	34.11	N88°01'19"W
C19	16.65'	55.00'	017°20'29"	8.39	16.58	S81°14'59"W
C20	119.93'	55.00'	124°56'17"	105.51	97.54	S44°57'08"E
C21	16.65'	55.00'	017°20'29"	8.39	16.58	N08°50'46"E
C22	16.65'	55.00'	017°20'29"	8.39	16.58	N08°29'43"W
C23	119.69'	55.00'	124°40'58"	104.94	97.43	S45°10'32"W
C24	16.65'	55.00'	017°20'29"	8.39	16.58	S81°09'14"E
C25	16.65'	55.00'	017°20'29"	8.39	16.58	N81°30'17"E
C26	119.44'	55.00'	124°25'40"	104.38	97.32	N44°57'08"W
C27	16.65'	55.00'	017°20'29"	8.39	16.58	S08°35'28"W
C28	205.33'	125.00'	094°06'56"	134.32	183.01	N46°58'41"E
C29	37.71'	525.00'	004°06'56"	18.86	37.70	N88°01'19"W
C30	146.89'	175.00'	048°05'28"	78.08	142.61	N61°10'51"W
C31	170.86'	225.00'	043°30'32"	89.79	166.78	S21°40'29"W
C32	196.35'	125.00'	090°00'00"	125.00	176.78	S45°04'47"E
C33	23.55'	25.00'	053°58'05"	12.73	22.69	N26°53'52"E
C34	113.03'	60.00'	107°56'10"	82.49	97.04	S00°05'10"E
C35	23.55'	25.00'	053°58'05"	12.73	22.69	N27°04'13"W
C36	275.67'	175.00'	090°15'18"	175.78	248.04	S45°02'52"W
C37	21.81'	225.00'	005°33'10"	10.91	21.80	N83°04'54"W
C38	157.45'	235.00'	038°23'18"	81.81	154.52	N56°19'46"W
C39	109.47'	225.00'	027°52'31"	55.84	108.39	S76°14'16"W
C40	26.99'	50.00'	030°55'22"	13.83	26.66	N15°17'09"W
C41	26.99'	50.00'	030°55'22"	13.83	26.66	N15°17'09"W
C42	66.56'	60.00'	063°33'41"	37.17	63.20	S01°02'01"W
C43	19.43'	50.00'	022°15'53"	9.84	19.31	N21°40'55"E
C44	20.12'	50.00'	023°03'15"	10.20	19.98	S19°13'12"E
C45	66.56'	60.00'	063°33'41"	37.17	63.20	N01°02'01"E
C46	28.48'	50.00'	032°38'19"	14.64	28.10	S16°29'41"W
C47	28.48'	50.00'	032°38'19"	14.64	28.10	S16°29'41"W
C48	10.57'	7.00'	086°30'01"	6.58	9.59	N88°49'50"W
C49	55.48'	34.00'	093°29'59"	36.14	49.53	N01°10'10"E
C50	10.57'	7.00'	086°30'01"	6.58	9.59	S88°49'50"E
C51	55.48'	34.00'	093°29'59"	36.14	49.53	S01°10'10"W
C52	9.60'	50.00'	011°00'16"	4.82	9.59	N05°19'36"W
C53	19.10'	50.00'	021°53'29"	9.67	18.99	N21°46'28"W
C54	66.55'	60.00'	063°33'03"	37.17	63.19	S00°56'41"E
C55	20.45'	50.00'	023°26'08"	10.37	20.31	N19°06'46"E
C56	19.56'	50.00'	022°24'40"	9.91	19.43	S21°30'53"E
C57	66.55'	60.00'	063°33'03"	37.17	63.19	N00°56'41"W
C58	20.00'	50.00'	022°55'14"	10.14	19.87	S19°22'13"W
C59	6.75'	50.00'	007°44'05"	3.38	6.74	S04°02'34"W
C60	10.57'	7.00'	086°30'01"	6.58	9.59	S88°52'19"W
C61	55.48'	34.00'	093°29'59"	36.14	49.53	N01°07'41"W

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C62	10.57'	7.00'	086°30'01"	6.58	9.59	N88°52'19"E
C63	55.48'	34.00'	093°29'59"	36.14	49.53	S01°07'41"E
C64	8.10'	50.00'	009°16'47"	4.06	8.09	N04°43'34"W
C65	19.64'	50.00'	022°30'31"	9.95	19.52	N20°37'13"W
C66	66.58'	60.00'	063°34'36"	37.18	63.21	S00°05'10"E
C67	19.88'	50.00'	022°46'49"	10.07	19.75	N20°18'43"E
C68	19.64'	50.00'	022°30'31"	9.95	19.52	S20°37'13"E
C69	66.58'	60.00'	063°34'36"	37.18	63.21	N00°05'10"W
C70	19.88'	50.00'	022°46'49"	10.07	19.75	S20°18'43"W
C71	7.86'	50.00'	009°00'29"	3.94	7.85	S04°25'04"W
C72	10.57'	7.00'	086°30'01"	6.58	9.59	S89°54'50"W
C73	55.48'	34.00'	093°29'59"	36.14	49.53	N00°05'10"W
C74	10.57'	7.00'	086°30'01"	6.58	9.59	N89°54'50"E
C75	55.48'	34.00'	093°29'59"	36.14	49.53	S00°05'10"E
C76	29.35'	24.00'	070°03'24"	16.82	27.55	S35°06'52"E
C77	34.80'	100.00'	019°56'13"	17.58	34.62	S80°06'40"E
C78	94.25'	30.00'	180°00'00"	INFINITY	60.00	S00°05'10"E
C79	94.25'	30.00'	180°00'00"	INFINITY	60.00	N00°05'10"W
C80	15.68'	4.99'	180°00'00"	INFINITY	9.99	N03°11'43"W
C81	30.00'	130.00'	013°13'25"	15.07	29.94	S83°18



LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DTL. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- CENTERLINE MONUMENTATION AND STREET ADDRESSING CHANGE - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CENTERLINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CENTERLINE
- SECTION LINE
- BOUNDARY LINE
- EASEMENT
- 1 SHEET NUMBER
- S.V.E. SIGHT VISIBILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON ACCESS EASEMENT
- AC. ACRES
- C1 CURVE NUMBER
- L1 LINE NUMBER
- B.S.L. BUILDING SETBACK LINE
- R/W RIGHT-OF-WAY DEDICATED HEREON
- EX. EXISTING
- M.C.R. MARICOPA COUNTY RECORDER
- M.C.E. MOTOR COURT EASEMENT
- ESMT. EASEMENTS
- W.E. WATER EASEMENTS
- W.M.E. WATER METER EASEMENTS
- MISC. MISCELLANEOUS
- BK. BOOK
- PG. PAGE
- REC NO. RECORDING NUMBER
- INDICATES SIGHT VISIBILITY EASEMENT (33'x33')
- CORNER LOT- DRIVEWAY RESTRICTION
- HEADLIGHT INTRUSION LOT



COUNTY RECORDER



NO.	REVISION	DATE

LEGEND, DETAILS, AND KEY MAP
FINAL PLAT

COE AND VAN LOO II L.L.C.
CITRUS PARK PHASE 1
GOODYEAR, ARIZONA

Registered Land Surveyor
CERTIFICATE NO. 33851
RICHARD G. ALCOER
ARIZONA 12-1-21

04 SHEET OF 10

CVL Contact: D. CHUBIN
CVL Project #: 0141001

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APN 502-44-343
LAS BRISAS COMMUNITY ASSOCIATION
LAS BRISAS PHASE 1
BK. 886 OF MAPS
PG. 39 MCR
REC NO. 20080682454

APN 502-45-409
LAS BRISAS COMMUNITY ASSOCIATION
LAS BRISAS PHASE 2A
BK. 1361 OF MAPS
PG. 47 MCR
REC NO. 20180014503

CENTER SECTION 22
TOWNSHIP 1 NORTH, RANGE 2 WEST
SET ALUMINUM CAP STAMPED LS#33851

APN 502-45-305
PEREZ MARIA B RUIZ/
COTA LACISTIA RODRIGUEZ
LAS BRISAS PHASE 2B 2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
REC NO. 20200278578

APN 502-45-306
ESCOBEDO SALLY STEPHANIE/
MARK ERIC
LAS BRISAS PHASE 2B 2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
REC NO. 20200583305

APN 502-45-307
RODRIGUEZ ARMANDO JR
LAS BRISAS PHASE 2B 2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
REC NO. 20191012378

APN 502-45-308
DAVIS DEBRA W
LAS BRISAS PHASE 2B 2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
NO. 20200115735

APN 502-45-309
CROSSE-MEDINA GENESIS FAITH
LAS BRISAS PHASE 2B 2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
NO. 20200351803

APN 502-45-310
WHITE GRADY M III
LAS BRISAS PHASE 2B 2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
NO. 20200066346

APN 502-45-311
NIELSEN RICHGHERYL LYNN
LAS BRISAS PHASE 2B 2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
NO. 20200077343

APN 502-45-312
BUSH STEVE KERYBRENDA LEE
LAS BRISAS PHASE 2B 2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
NO. 20200047811

APN 502-45-313
RETAMAL ANDREA ELIZABETH/
ANDRES ALEJANDRO
LAS BRISAS PHASE 2B 2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
NO. 20190919746

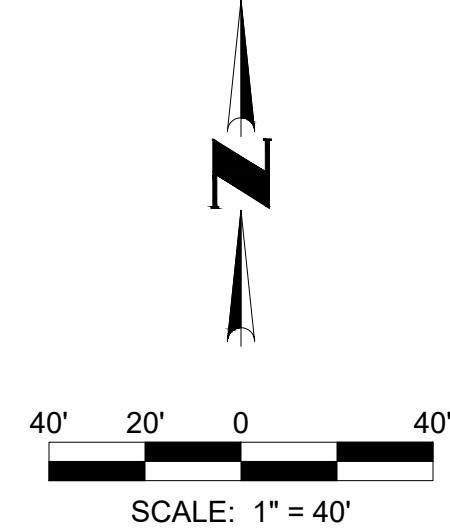
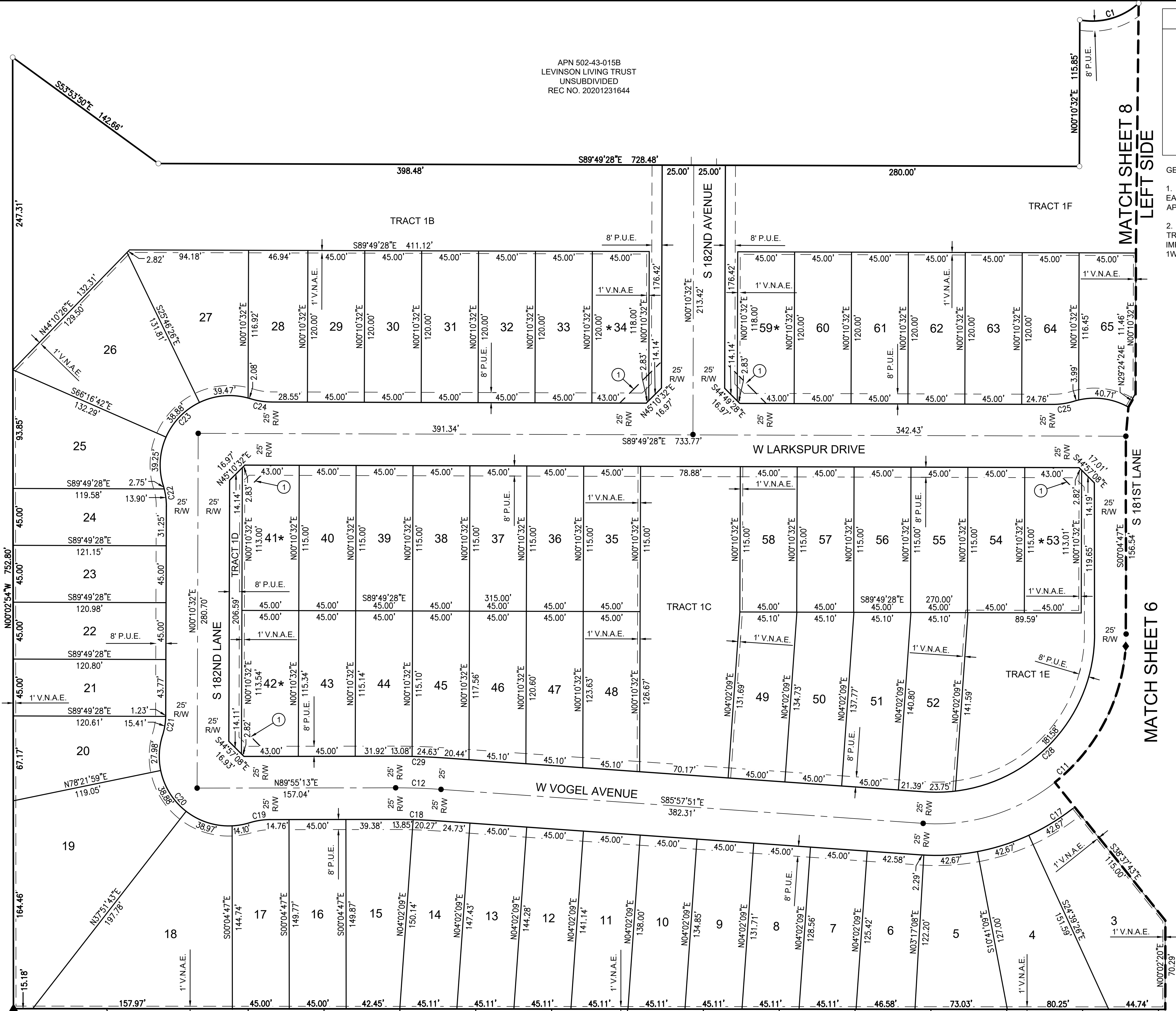
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RIDDLE DONALD L
LAS BRISAS PHASE 2B 2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
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APN 502-45-315
WEINLEIN HILARY JACOB
LAS BRISAS PHASE 2B 2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
NO. 20190988654

APN 502-45-316
CHATMAN THERESA YVONNE
LAS BRISAS PHASE 2B 2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
NO. 20200185033

APN 502-45-317
PEREZ RYAN BONIKAYCE ANN
LAS BRISAS PHASE 2B 2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
NO. 20190996310

APN 502-45-318
BELLA RITA PEREZ JACOB DAVID
LAS BRISAS PHASE 2B 2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
NO. 20200215043



COUNTY RECORDER

GENERAL NOTES:

1. WAPA APPROVAL FOR IMPROVEMENTS WITHIN THEIR EASEMENT IS REQUIRED PRIOR TO IMPROVEMENT PLAN APPROVAL.
2. WATER AND SEWER IMPROVEMENTS IN PRIVATE DRIVE TRACTS SHALL BE PRIVATE EXCEPT FOR THE WATER IMPROVEMENTS WITHIN TRACTS 1GG, 1MM, 1QQ, AND 1WW, WHICH SHALL BE PUBLIC.



NO.	REVISION	DATE

FINAL PLAT

CITRUS PARK PHASE 1

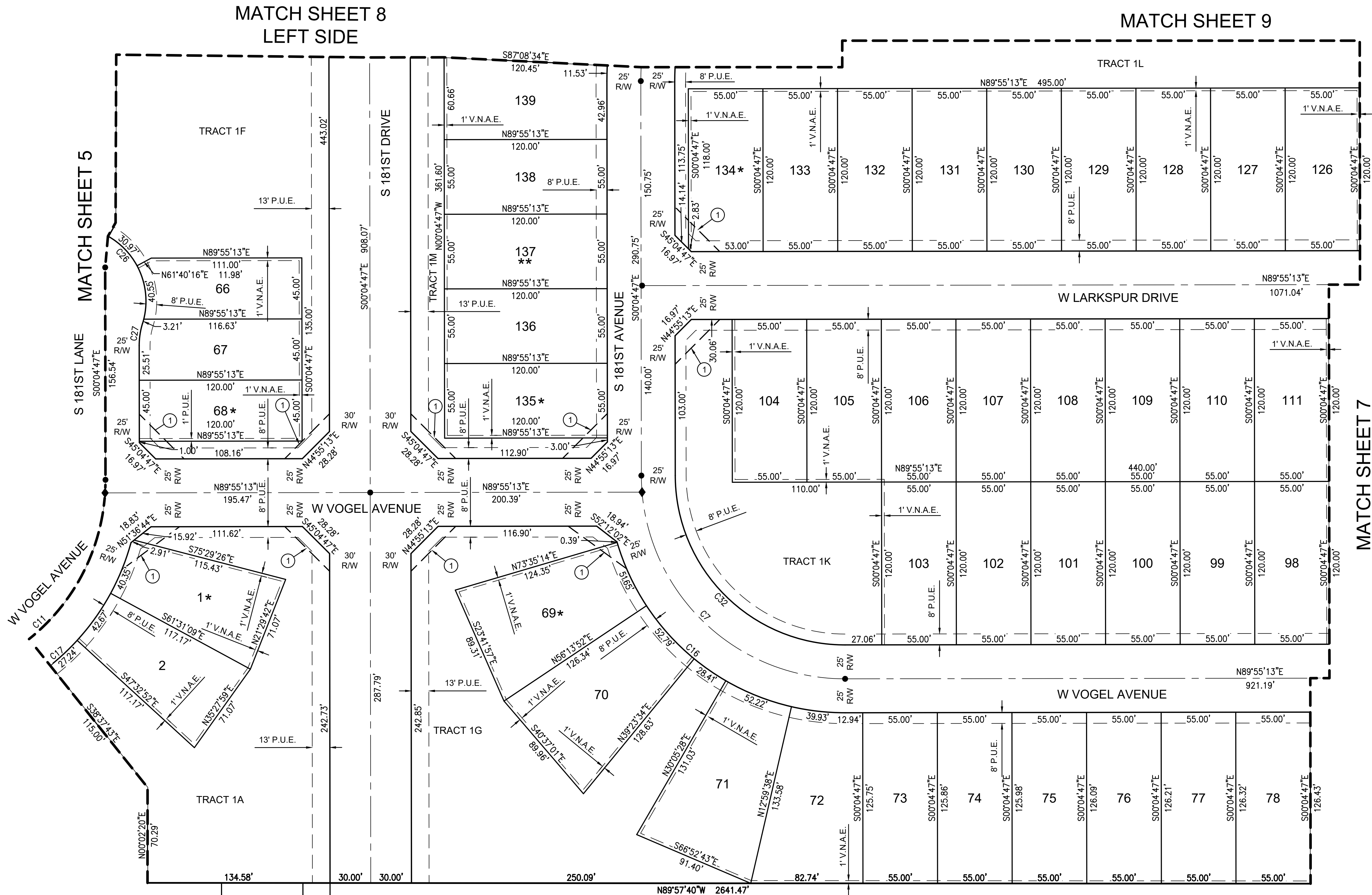
GOODYEAR, ARIZONA

COE AND VAN LOO II L.L.C.



05 SHEET OF 10
CVL Contact: D. CHUBIN
CVL Project #: 0141001

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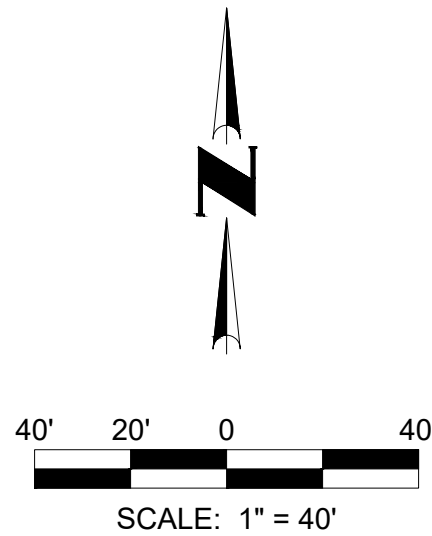


APN 502-45-319
VALERA BRANDON/
CONTRERAS MOLINA MARIANA
LAS BRISAS PHASE 2B.2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
NO. 2019090406

APN 502-45-320
SEPULVEDA JESUS MANUEL
LAS BRISAS PHASE 2B.2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
NO. 20190909610

APN 502-45-397
LAS BRISAS COMMUNITY ASSOCIATION
LAS BRISAS PHASE 2B.2 REPLAT
BK. 1362 OF MAPS
PG. 1 MCR
NO. 20200053164

APN 502-43-010E
KING DONNY/KARRI
REC NO. 20031016292



COUNTY RECORDER

- GENERAL NOTES:
1. WAPA APPROVAL FOR IMPROVEMENTS WITHIN THEIR EASEMENT IS REQUIRED PRIOR TO IMPROVEMENT PLAN APPROVAL.
 2. WATER AND SEWER IMPROVEMENTS IN PRIVATE DRIVE TRACTS SHALL BE PRIVATE EXCEPT FOR THE WATER IMPROVEMENTS WITHIN TRACTS 1GG, 1MM, 1QQ, AND 1WW, WHICH SHALL BE PUBLIC.

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NO.	REVISION	DATE

FINAL PLAT

CITRUS PARK PHASE 1
GOODYEAR, ARIZONA

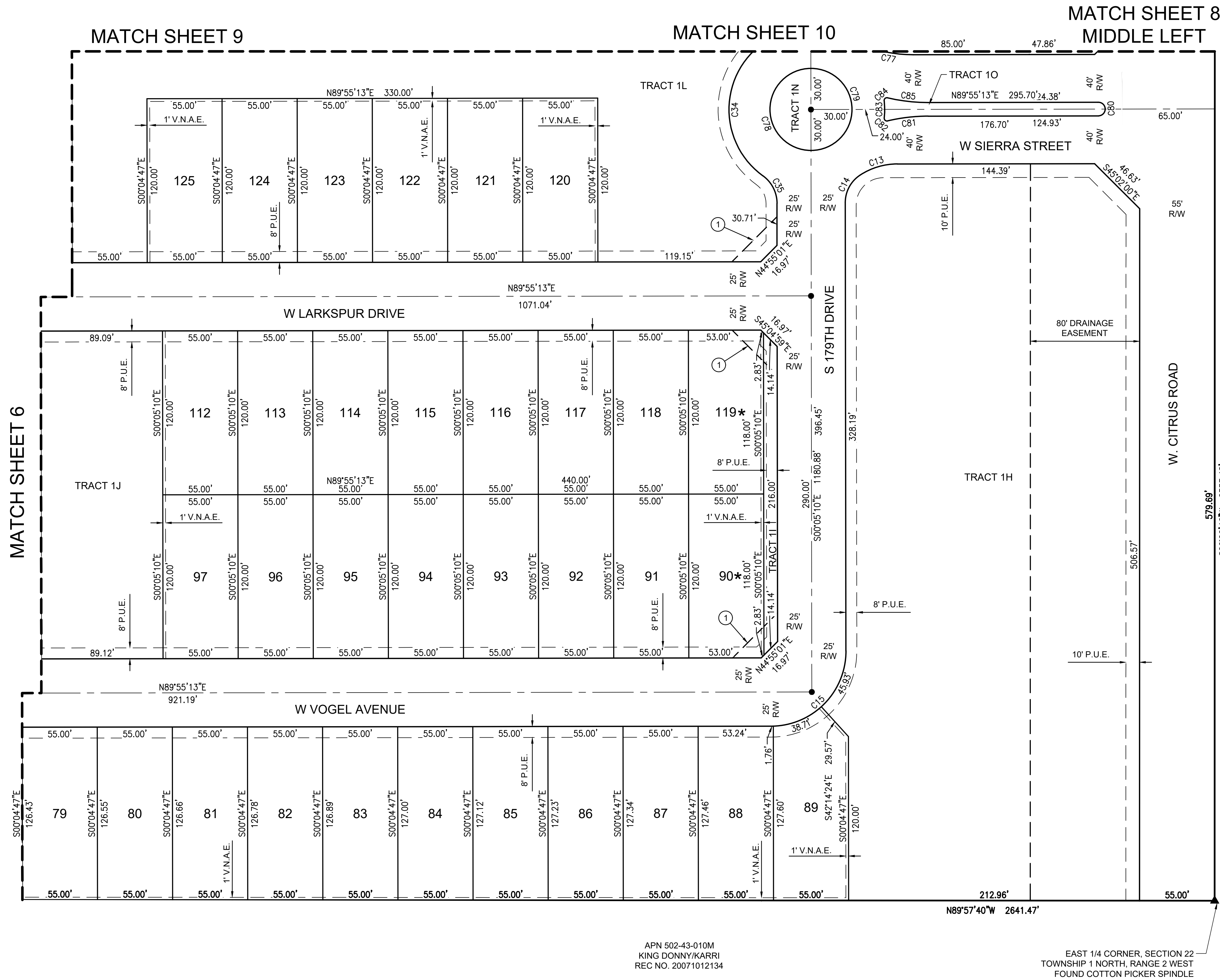
Registered Land Surveyor
CERTIFICATE NO. 33851
RICHARD G. ALCOCKER
Arizona 12-1-21

06 SHEET OF 10

CVL Contact: D. CHUBIN
CVL Project #: 0141001
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PROJECT NO. 0141001

COE AND VAN LOO II L.L.C.



COUNTY RECORDER

GENERAL NOTES:

1. WAPA APPROVAL FOR IMPROVEMENTS WITHIN THEIR EASEMENT IS REQUIRED PRIOR TO IMPROVEMENT PLAN APPROVAL.

2. WATER AND SEWER IMPROVEMENTS IN PRIVATE DRIVE TRACTS SHALL BE PRIVATE EXCEPT FOR THE WATER IMPROVEMENTS WITHIN TRACTS 1GG, 1MM, 1QQ, AND 1WW, WHICH SHALL BE PUBLIC.

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REVISION

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FINAL PLAT

CITRUS PARK PHASE 1
GOODYEAR, ARIZONA

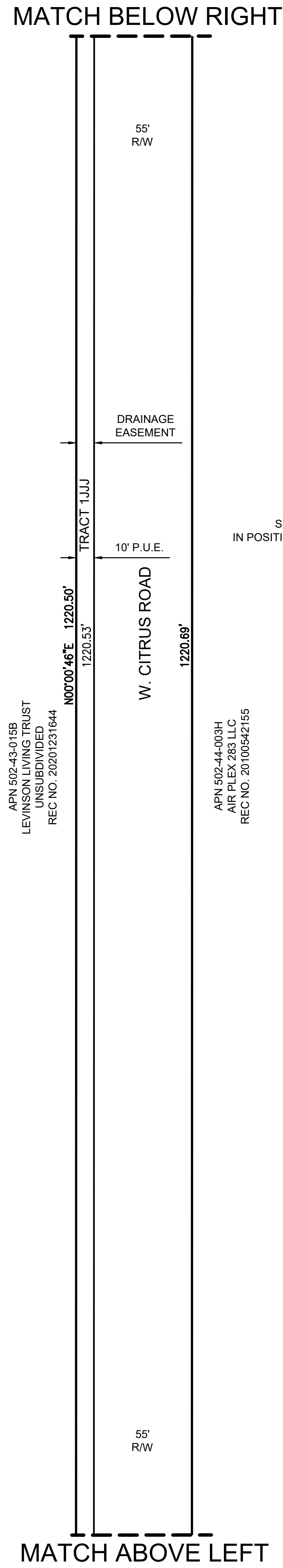
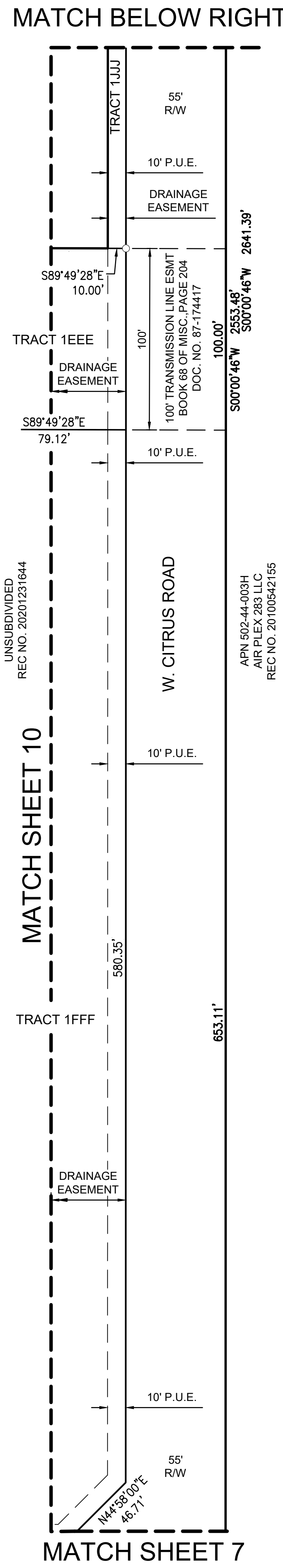
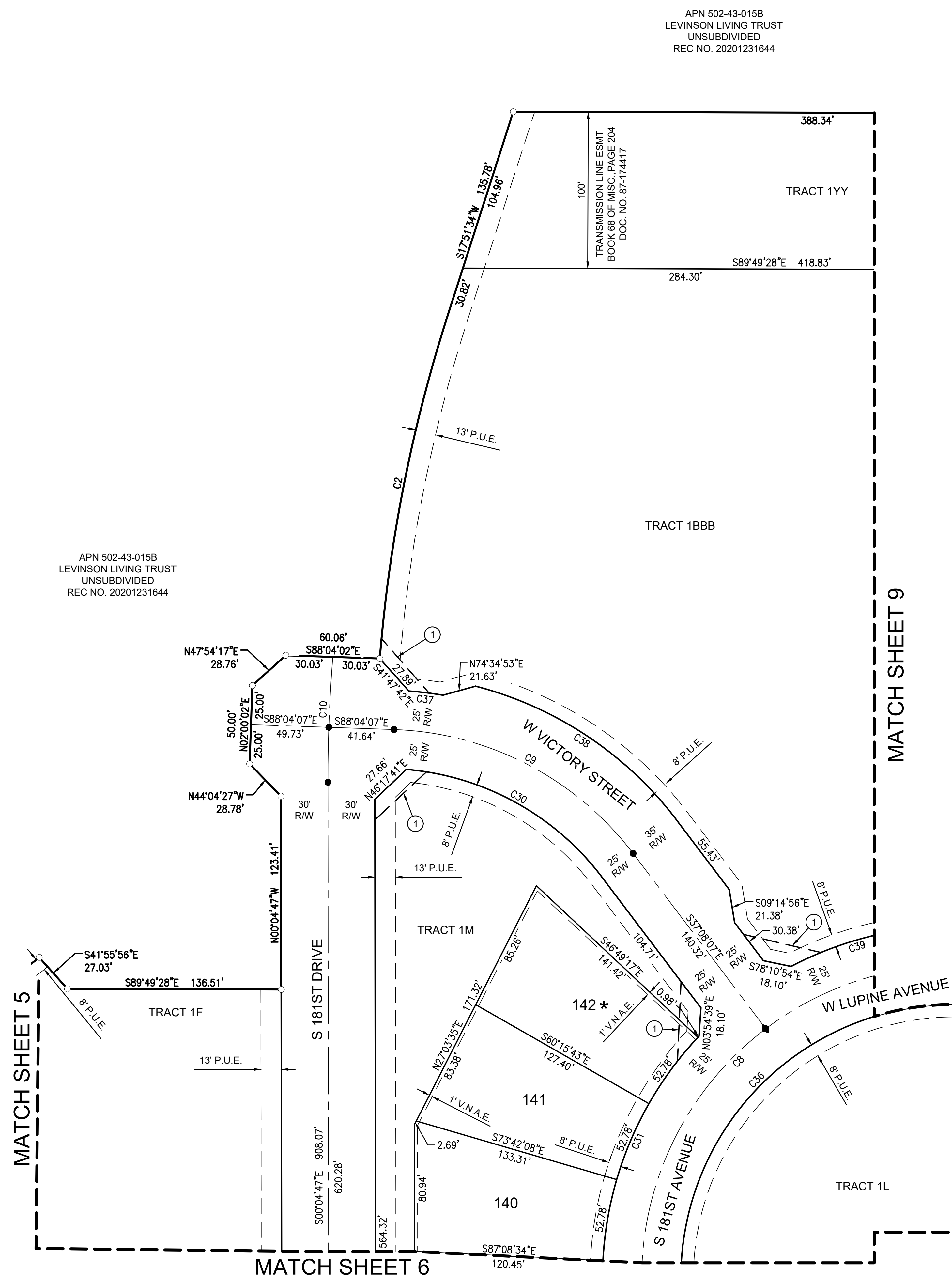
Registered Land Surveyor
CERTIFICATE NO. 33851
RICHARD G. ALCOCK
Exp. Date 12-1-21
ARIZONA

07 SHEET OF 10

CVL Contact: D. CHUBIN
CVL Project #: 0141001
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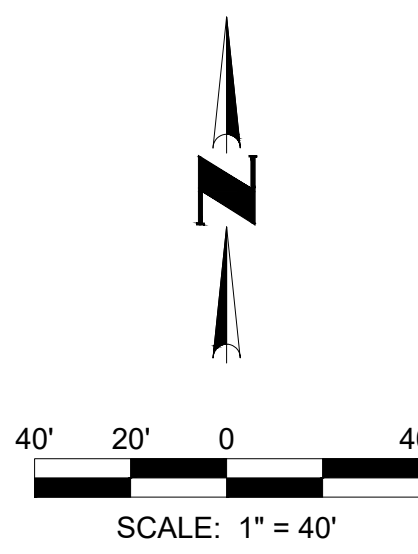
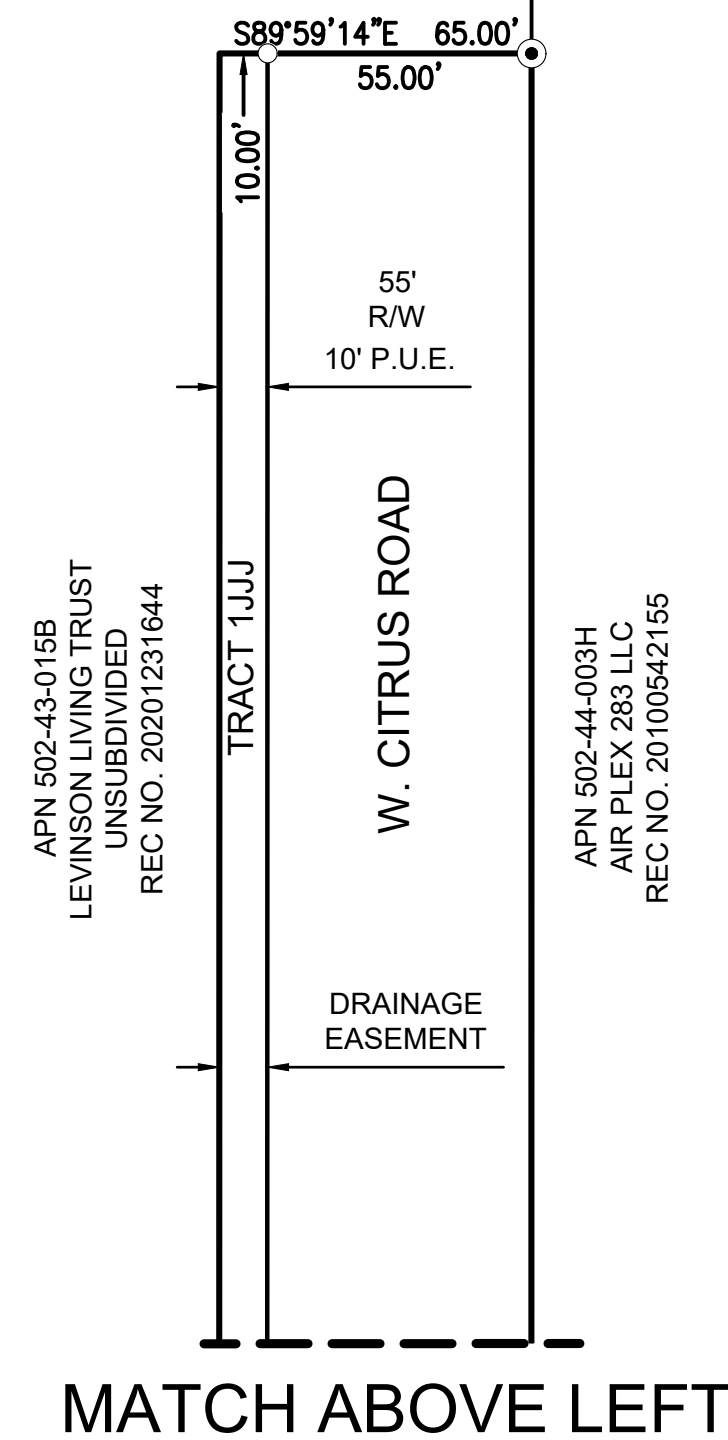


COUNTY RECORDER

GENERAL NOTES:

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NORTHEAST CORNER, SECTION 22
TOWNSHIP 1 NORTH, RANGE 2 WEST
SET ALUMINUM CAP STAMPED LS#33851
IN POSITION PER BOOK 1331 OF MAPS, PAGE 36



NO.	REVISION	DATE

FINAL PLAT

CITRUS PARK PHASE 1

GOODYEAR, ARIZONA

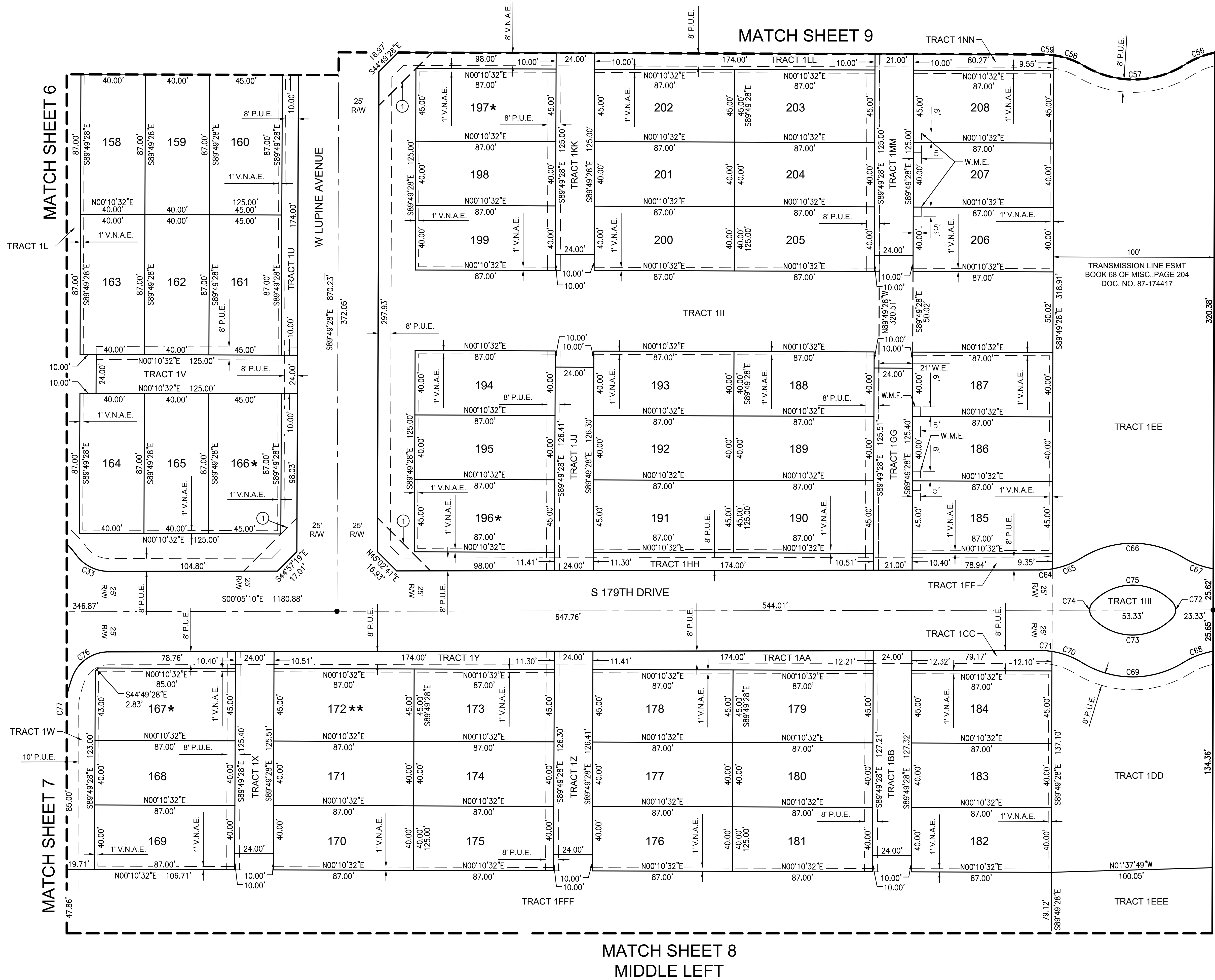


08 SHEET OF

CVL Contact: D. CHUBIN
CVL Project #: 0141001

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PROJECT NO. 0141001



ITEM #: 9.
DATE: 02/07/2022
AI #:659



CITY COUNCIL ACTION REPORT

SUBJECT: ADOPTION OF THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM FY2023 PENSION FUNDING POLICY

STAFF PRESENTER(S): Doug Sandstrom, Finance Director

SUMMARY

Adoption of the Public Safety Personnel Retirement System (PSPRS) FY2023 Pension Funding Policy.

Recommendation

Adopt the Public Safety Personnel Retirement System FY2023 Pension Funding Policy. (Doug Sandstrom, Finance Director)

FISCAL IMPACT

Adoption of this policy maintains all of our current budgetary practices related to pension funding.

BACKGROUND AND PREVIOUS ACTIONS

With the 2018 passing of House Bill 2097 every governing body of a PRPRS plan is required to pass a Pension Funding Policy no later than June 30th of each year and post the policy on the governing body's website. Council has adopted the Pension funding policies for each year beginning with FY2019. As presented the pension policy mirrors the prior year policy with one addition clarifying that all unapplied contributions remaining at yearend will be applied towards the unfunded balance. The City of Goodyear pension funding policy is based upon the model policy created by the League of Arizona Cities and meets all requirements of state law.

STAFF ANALYSIS

The proposed City of Goodyear PSPRS FY2023 Pension funding policy continues to commit the city to funding annual contributions from operating revenues and further commits us to pre-pay all employer and a portion of employee contributions. These pre-payments maximize interest earnings which increases the financial strength and sustainability of our public safety pensions. Included in the pre-payment of 100% of budgeted city funds are all amounts budgeted for vacant positions, as well as funds budgeted for employees in the DROP program for which no city contribution is required. By committing 100% of all budgeted funds the City of Goodyear is actively reducing the unfunded liabilities of the system and increasing the long-term sustainability of our public safety pensions.

In FY2021 the City paid \$24.0 million towards the unfunded liabilities of the PSPRS plans. This payment has led to a reduction in our annual rates and has increased our funded ratio to near 90%. The rate reductions will be seen in FY2023 and represent an approximate ongoing

cost savings of \$2.0 million annually.

To fulfill the statutory requirement of Laws 2018, Chapter 122 the City must annually enact a policy to outline and communicate the Council's pension funding objectives as follows:

Beginning on or before July 1, 2019, each governing body of an employer shall annually:

1. Adopt a pension funding policy for the system for employees who were hired before July 1, 2017. The pension funding policy shall include funding objectives that address at least the following:

a) How to maintain stability of the governing body's contributions to the system.

b) How and when the governing body's funding requirements of the system will be met.

c) Define the governing body's funded ratio target under the system and the timeline for reaching the targeted funded ratio.

2. Formally accept the employer's share of the assets and liabilities under the system based on the system's actuarial valuation report.

3. Post the pension funding policy on the governing body's public website.

Attachments

FY2023 Pension Funding Policy

City of Goodyear
Public Safety Personnel Retirement System
FY2023 Pension Funding Policy
(Adopted February 07, 2022)

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the City and to comply with new statutory requirements of Laws 2018, Chapter 112.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to commingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City of Goodyear has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2021 actuarial valuation, which are detailed below.

FY2023

Trust Fund*	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Goodyear Police	\$58,741,465	\$67,966,074	\$9,224,609	86.4%
Goodyear Fire	\$62,882,020	\$70,549,398	\$7,667,378	89.1%
City of Goodyear Totals	\$121,623,485	\$138,515,472	\$16,891,987	87.8%

*Includes Pension and Health for Tiers I & II

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Most funds in PSPRS are significantly underfunded and falling well short of the goal of intergenerational equity.

The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2035. Council established this goal for the following reasons:

- The PSPRS trust funds represent only the City of Goodyear's liability
- The fluctuating cost of an UAAL causes strain on the City's budget, affecting our ability to provide services
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity

Council has taken the following actions to achieve this goal:

Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY2022 is \$4,510,705 and will be payable from operating funds.

- Additional payments above the ARC have been and will be made as follows:
 - Prepayments of both the Employer and Employee ARC will be made within the first 90 days of the fiscal year.
 - Pre-funding the full City contribution and a portion of employee contributions has an immediate impact on long term funding due to the

increased investment returns applied directly to the City's PSPRS accounts.

- Employer contributions will be pre-paid in full at the full amount included in the City's annual budget.
 - The City's annual budget amount is based upon the actuarial determined rate applied to 100% full employment for all positions including budgeted vacant positions, positions filled by an employee in DROP and all other eligible positions whereby contributions are not currently required, but have been budgeted for by the City.
 - Unapplied advanced contributions on balance with PSPRS on June 30th will be applied towards unfunded liability.
- Employee contributions will be pre-paid at 50-75% of the estimated employee ARC based upon cash flow needs at the discretion of the Finance Director.
- Consideration of additional funding appropriations from the general fund are reviewed annually.

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2035, in accordance with the amortization timeline set forth by the PSPRS June 30, 2021 Actuarial Valuation.