City Council Regular Meeting
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395
Monday, August 29, 2022
6:00 PM

Mayor
Joe Pizzillo

Vice Mayor
Brannon Hampton

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Laura Kaino

Councilmember
Patrick Bray



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: 1900 N. Civic Square, Goddyear, AZ 85395 (623) 882-7830
www.goodyearaz.gov/cityclerk
City Council Meeting Live Broadcast: https://www.facebook.com/goodyearazgov/videos

Monday, August 29, 2022 6:00 p.m. Meeting Agenda

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR PIZZILLO

1. **APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES**
   Recommendation
   Approve the appointments to Boards, Commissions and Committees. (Darcie McCracken, City Clerk)

2. **SUMMER PROGRAMMING OVERVIEW** (Deanna Ortiz, Recreation Superintendent)

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

3. **APPROVAL OF MINUTES**
   Recommendation
   Approve the draft minutes from the Regular Meeting held on July 18, 2022 and the Special Meeting held on August 15, 2022. (Darcie McCracken, City Clerk)

4. **APPROVE THE 2022 CITIZEN COMMITTEE APPOINTMENT PROCESS**
   Recommendation
   Approve the 2022 Citizen Committee Appointment Process. (Darcie McCracken, City Clerk)

5. **ACCEPT TWO (2) SPECIAL WARRANTY DEEDS ASSOCIATED WITH THE PROLOGIS DEVELOPMENT**
   Recommendation
   Accept two (2) Special Warranty Deeds from Prologis Commerce Park 1 QOZB, LLC, a Delaware limited liability company required for two intersections associated with the Prologis Development (Linda Beals, Real Estate Coordinator)

6. **LEASE AGREEMENT FOR OPERATION OF BMX TRACK**
   Recommendation

Approve a Lease Agreement with AZ Pro Trac for the operation of the BMX Track. (Linda Beals, Real Estate Coordinator)

7. **DECLARATION OF EXCLUSIVE UTILITY EASEMENTS OVER CITY-OWNED PROPERTY WITHIN WHICH CITY UTILITIES HAVE BEEN INSTALLED**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2269, DECLARING AN EXCLUSIVE UTILITY EASEMENT WITHIN FUTURE ALIGNMENTS OF BROADWAY ROAD AND 159TH AVENUE, PROVIDING DIRECTION REGARDING THE RECORDATION OF THE RESOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE.

2. ADOPT RESOLUTION NO. 2022-2270, DECLARING EXCLUSIVE UTILITY EASEMENTS LOCATED WITHIN SECTIONS OF FUTURE ALIGNMENT OF BROADWAY ROAD NEAR AND THROUGH BULLARD WASH, PROVIDING DIRECTION REGARDING THE RECORDATION, OF THE RESOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE. (Linda Beals, Real Estate Coordinator)

8. **GRANT AN EASEMENT TO MARICOPA COUNTY WATER CONSERVATION DISTRICT NUMBER ONE**

Recommendation

Authorize the City Manager to execute an easement granting Maricopa County Water Conservation District Number One (MWD) an easement for MWD facilities. (Linda Beals, Real Estate Coordinator)

9. **APPROVE EXPENDITURE UP TO $820,800 FOR THE PURCHASE OF MOTOROLA COMMUNICATION RADIOS**

Recommendation

Approve expenditure of funds up to $820,800 to purchase Motorola communication radios and support equipment for sworn personnel and fire investigators. (Tim Wayne, Interim Fire Chief)

10. **MODIFICATIONS TO THE MULTI-PARTY AGREEMENT BETWEEN ARIZONA PUBLIC SERVICE COMPANY, GOODYEAR, AND BUCKEYE**

Recommendation

Approve the agreement regarding collaborative efforts to accept municipal brackish water in the water reclamation supply system by and between Arizona Public Service Company, the City of Goodyear and the City of Buckeye. (Barbara Chappell, Deputy Public Works Director)

11. **AGREEMENT WITH MARICOPA COMMUNITY COLLEGE FOR THE GLENDALE COMMUNITY COLLEGE LAW ENFORCEMENT TRAINING ACADEMY (GCCLETA)**

Recommendation

Approve and authorize City Manager to execute the Educational Services Agreement between the City of Goodyear and the Maricopa County Community College District for the provision of certain educational services. (Santiago Rodriguez, Chief of Police)

12. **ARIZONA OFFICE OF TOURISM, MARICOPA COUNTY PROP 302 MARKETING PROGRAM**

Recommendation

Authorize the City Manager (or designee) as signatory of the official affidavit for the Arizona Office of Tourism confirming the City of Goodyear as its own Destination Marketing Organization. (Bruce Kessman, Deputy Director; Debbie Diveney, Assistant General Manager)

13. **PRELIMINARY PLAT FOR CITRUS FARM**

Recommendation

Approve the Preliminary Plat for Citrus Farm subject to stipulations. (Alex Lestinsky, Senior Planner)

14. **PRELIMINARY PLAT FOR THRIVE AT AVISION GOODYEAR**

Recommendation

Approve the Preliminary Plat for Thrive at Goodyear Single Family Development subject to stipulations. (Alex Lestinsky, Senior Planner)

15. **REPLAT OF LOT 29 OF THE FINAL PLAT FOR PEBBLECREEK – UNIT SIX**

Recommendation

Approve a replat of Lot 29 of the Final Plat for PebbleCreek – Unit Six. (Steve Scinto, Deputy Director of Development Engineering)

16. **FINAL PLAT FOR QUIKTRIP STORE #1417**

Recommendation

Approve the final plat for QuikTrip Store #1417 subdividing approximately 5.83 acres located at the southwest corner of McDowell Road and Bullard Avenue (the “Property”) subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

17. **REPLAT OF PV303 EAST – PHASE A, LOTS 3B AND 4B**

Recommendation

Approve the Re-Plat of PV303 East – Phase A, Lots 3B and 4B, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

PUBLIC HEARINGS

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

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

18. **MONTECITO PAD AMENDMENT**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2251, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE 2022-1544 AND FILED WITH THE CITY CLERK RELATED TO THE REZONING OF THE PROPERTY KNOWN AS MONTECITO 2.

2. ADOPT ORDINANCE NO. 2022-1544, CONDITIONALLY REZONING APPROXIMATELY 1,327 ACRES OF PROPERTY GENERALLY LOCATED NORTHWEST OF WILLIS ROAD BETWEEN ESTRELLA PARKWAY AND RAINBOW VALLEY ROAD; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY AND PENALTIES; PROVIDING FOR AN EFFECTIVE DATE AND REQUIRING THE RECORDATION OF THIS ORDINANCE. (Alex Lestinsky, Senior Planner)

19. **REZONE TO AMEND EXISTING PAD ZONING FOR APPROXIMATELY 159 ACRES LOCATED AT THE NORTHEAST CORNER OF PERRYVILLE ROAD AND DURANGO STREET KNOWN AS LAS VENTANAS.**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2264 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE 2022-1553 AND FILED WITH THE CITY CLERK RELATED TO THE REZONING OF THE PROPERTY KNOWN AS LAS VENTANAS

2. ADOPT ORDINANCE NO. 2022-1553 AMENDING THE PLANNED AREA DEVELOPMENT DISTRICT ZONING ON APPROXIMATELY 159 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF PERRYVILLE ROAD AND DURANGO STREET KNOWN AS LAS VENTANAS TO MODIFY REQUIREMENTS APPLICABLE TO THE PORTION OF THE PROPERTY TO BE DEVELOPED AS RESIDENTIAL INCLUDING THE MAXIMUM LOT COVERAGE FOR RESIDENTIAL LOTS, THE REQUIREMENTS FOR ENTRY MONUMENTS AND THE AMENITIES FOR THE CENTRAL PARK; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Guadalupe Ortiz-Cortez, Assistant Planner)

20. **REZONE APPROXIMATELY 10.71 ACRES GENERALLY LOCATED SOUTH OF MCDOWELL ROAD NEAR THE 183RD AVENUE ALIGNMENT TO I-2 FOR MCDOWELL AND 183**

Recommendation

1. ADOPT RESOLUTION NO. 2022-2263 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AN INCORPORATED BY REFERENCE IN ORDINANCE 2022-1552 AND FILED WITH THE CITY CLERK RELATED TO THE REZONING OF APPROXIMATELY 10.71 ACRES TO BE KNOWN AS MCDOWELL AND 183RD.

2. ADOPT ORDINANCE NO. 2022-1552 CONDITIONALLY REZONING APPROXIMATELY 10.71 ACRES OF PROPERTY LOCATED SOUTH OF MCDOWELL ROAD ALONG THE 183RD AVENUE ALIGNMENT TO BE KNOWN AS MCDOWELL AND 183RD; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Guadalupe Ortiz-Cortez, Assistant Planner).

21. **TEXT AMENDMENT TO GOODYEAR ZONING CODE RELATED TO THE PLANNING COMMISSION VOTES AND THE MEMBERSHIP, COMPOSITION, RESPONSIBILITIES POWERS AND PROCESSES OF BOARD OF ADJUSTMENT**

Recommendation

ADOPT ORDINANCE NO. 2022-1551 AMENDING GOODYEAR ZONING ORDINANCE SECTION 1-2-5 (“PLANNING AND ZONING COMMISSION”), SECTION 1-2-7 (“BOARD OF ADJUSTMENT”), AND SECTION 1-3-3 (VARIANCE); AND PROVIDING FOR CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. (Katie Wilken, Deputy Director of Planning)

BUSINESS

22. **PRELIMINARY PLATS FOR ESTRELLA PARCEL 9.18 AND ESTRELLA PARCEL 9.21**

Recommendation

Approve the Estrella Parcel 9.18 Preliminary Plat and the Estrella Parcel 9.21 Preliminary Plat subject to stipulations. (Alex Lestinsky, Senior Planner)

23. **PRELIMINARY PLATS FOR ESTRELLA PARCEL 9.7, MONTECITO PARCEL 9.39 & 9.40, MONTECITO PARCEL 9.41, AND MONTECITO PARCEL 9.42**

Recommendation

Approve the Estrella Parcel 9.7 Preliminary Plat, the Preliminary Plat of Montecito – Parcel 9.39 & 9.40, the Preliminary Plat for Montecito Parcel 9.41, and the Preliminary Plat for Montecito Parcel 9.42, subject to stipulations. (Alex Lestinsky, Senior Planner)

24. **CREATION OF THE 2023 CITIZEN BOND EXPLORATORY COMMITTEE TO REVIEW AND IDENTIFY PROGRAMS REQUIRING FINANCING AND TO MAKE RECOMMENDATIONS TO THE COUNCIL REGARDING THE USE OF BOND FINANCING**

Recommendation

ADOPT RESOLUTION NO. 2022-2265 ESTABLISHING A CITIZEN BOND EXPLORATORY COMMITTEE TO REVIEW AND IDENTIFY PROGRAMS REQUIRING FINANCING AND TO MAKE RECOMMENDATIONS TO THE COUNCIL REGARDING THE USE OF BOND FINANCING; PROVIDING FOR TERMINATION OF THE CITIZEN BOND EXPLORATORY COMMITTEE; ADOPTING BY-LAWS FOR THE CITIZEN BOND EXPLORATORY COMMITTEE; AUTHORIZING STAFF TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND BY-LAWS; AND ESTABLISHING AN EFFECTIVE DATE. (Doug Sandstrom, Finance Director)

25. **FIRE STATION 188 EXPENDITURE AUTHORITY AND BUDGET AMENDMENT**

Recommendation

Approve expenditure authority for the total budget authorization of $19,429,600 for all the fees and costs for design, construction, related offsite improvements, equipment, furniture and fixtures for Fire Station 188, and authorize the necessary budget amendments in the amount of $2,816,000. (Ed Pahl, Deputy Fire Chief; Mario Saldamando, Senior Project Manager)

INFORMATION ITEMS

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

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

FUTURE MEETINGS

September 12, 2022	Work Session	5:00 p.m.
September 12, 2022	Regular Meeting	Immediately following the Work Session

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.

For Non-English assistance please contact the City Clerk at (623) 882-7830.

Si necesita asistencia o traducción en español, favor de llamar al menos 48 horas antes de la reunión al (623) 882-7830.

POSTING VERIFICATION
This agenda was posted on 8/24/2022 at 4:40 p.m. by PP.

ITEM #: 1.
DATE: 08/29/2022
AI #:1019

CITY COUNCIL ACTION REPORT

SUBJECT: APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Approve the recommendations of the Council Subcommittee: Boards, Commissions and Committees.

Recommendation

Approve the appointments to Boards, Commissions and Committees. (Darcie McCracken, City Clerk)

FISCAL IMPACT

There is no direct budget impact associated with these appointments.

BACKGROUND AND PREVIOUS ACTIONS

The City Council Subcommittee: Boards, Commissions and Committees met on July 21, 2022. After review of the applications and interviews, the Subcommittee recommends the following appointments:

Fire/Building/Code Enforcement Appeals Board

Name		Start	Expires
Gary Nelson	Appointment	August 30, 2022	August 29, 2027

Youth Commission

Name		Start	Expires
Christian Garcia	Appointment	August 30, 2022	June 30, 2024
Mackenzie McEldowney	Appointment	August 30, 2022	June 30, 2024
Natalia Piatek	Appointment	August 30, 2022	June 30, 2024
Amaani Singh	Appointment	August 30, 2022	June 30, 2023

On July 11, 2022, Council approved a change to the General Plan By-Laws to allow for an ex-officio member to be appointed to the General Plan Committee.

General Plan - Terms expire when the General Plan is referred to the voters of Goodyear.

Name		Start
Mark James, Luke AFB, Planning Manager	Ex-Officio	August 30, 2022

ITEM #: 2.
DATE: 08/29/2022
AI #:1030

CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Deanna Ortiz, Recreation Superintendent

SUBJECT:

SUMMER PROGRAMMING OVERVIEW (Deanna Ortiz, Recreation Superintendent)

Attachments

Staff Presentation - Summer 2022

GOODYEAR SUMMER RECREATION PROGRAMS 2022















CITY OF Goodyear

SUMMER PROGRAMS

Summer Recreation

Jr. Leaders

Youth Sports

Youth Basketball

Aquatics

Jr. Guards



SUMMER CAMP RECREATION

Locations

- Copper Trails
- Desert Thunder
- Centerra Mirage
- Basis Goodyear (NEW)



Family Night Talent Show & Survey Results

- 26 Performances
- 93% Excellent or Above Average Customer Satisfaction



Registration

- 465 Participants
- 364 Field Trip Packs



YOUTH SPORTS

Registration

- 161 Participants
- 5-13 year olds

Survey Results

- 95% Excellent or Above Average Customer Satisfaction







AQUATICS

Open Swim

- Goodyear Aquatics Center: April 2 - October 3
- Loma Linda Pool: May 28 - July 31



Swim Team

- Spring, Summer, and Fall Sessions



Swim Lessons

- Adaptive Swim
- Michael Phelps Foundation



VOLUNTEER OPPORTUNITITES 2022

Summer Camp Recreation

15 Jr. Leaders

Youth Sports

22 Coaches

Aquatics

17 Jr. Guards

GRC - U

10 Volunteers









ITEM #: 3.
DATE: 08/29/2022
AI #:1014

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation
Approve the draft minutes from the Regular Meeting held on July 18, 2022 and the Special Meeting held on August 15, 2022. (Darcie McCracken, City Clerk)

Attachments

July 18, 2022 Regular Meeting Draft Minutes
August 15, 2022 Special Meeting Draft Minutes

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

Monday, July 18, 2022	6:00 p.m.	Meeting Minutes

CALL TO ORDER

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

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER BRAY

COMMUNICATIONS

1. **GOODYEAR RECREATION CENTER YEAR ONE**

Recreation Superintendent Michael Beadle provided an overview of the first year of operations for the Goodyear Recreation Center (GRC). Mr. Beadle provided a usage analysis, pass holder demographics, discussed the new and expanded programs and showed a video depicting the activities at the GRC. Mr. Beadle also recognized the operations team who helped make the first year at the GRC successful.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no comments.

CONSENT

MOTION BY Councilmember Patrick Bray, **SECONDED BY Vice Mayor Brannon Hampton to APPROVE Consent Agenda Items 2 through 13. The motion carried by the following vote:**

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

Passed - Unanimously

2. **APPROVAL OF MINUTES**

Recommendation
Approve the draft minutes from the Regular Meeting held on July 11, 2022. (Darcie McCracken, City Clerk)

3. **2023 TOUR DE CURE ARIZONA:56**

Recommendation
Approve support of the American Diabetes Association's Tour de Cure Arizona: 56 through the provision of public safety in-kind services. (Nathan Torres, Director of Parks and Recreation)

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

Recommendation
Approve 6-month extension for paid leave for employees testing positive for COVID-19 or for employees experiencing symptoms from receiving a COVID vaccination/booster. (Lyman Locket, Human Resources Director)

5. **FINAL PLAT FOR CHEDDAR'S SCRATCH KITCHEN**

Recommendation
Approve the Final Plat for Cheddar’s Scratch Kitchen. (Stephen Scinto, Deputy Director of Development Engineering)

6. **FINAL PLAT OF SILVA TRAILS AT WEST GOODYEAR PHASE 1**

Recommendation
Approve the Final Plat of Silva Trails at West Goodyear Phase 1, subject to stipulations. (Stephen Scinto, Deputy Director of Development Engineering)

7. **APPROVE EXPENDITURE UP TO $529,400 FOR THE PURCHASE AND INSTALLATION OF A REPLACEMENT ODOR CONTROL SYSTEM AT THE LAS BRISAS LIFT STATION**

Recommendation
Approve expenditure of funds up to $529,400 for the purchase and installation of a replacement odor control system at the Las Brisas Lift Station. (Barbara Chappell, Deputy Public Works Director)

8. **TERMINATION AND RELEASE OF EASEMENT RELATED TO THE CONSTRUCTION OF THE POTATO BARN FACILITY**

Recommendation
Approve the termination of an Exclusive Sewer Easement granted pursuant to that certain document recorded in the official records of the Maricopa County Recorder as Document No. 2019-0935302 on November 20, 2019 and authorize the City Manager to execute a Termination and Release of Easement in the form approved by the City Attorney terminating such Exclusive Sewer Easement following the satisfaction of the stipulations. (Linda Beals, Real Estate Coordinator)

9. **DECLARATION OF RIGHT-OF-WAY FOR SECTION OF HARRISON STREET**

Recommendation
ADOPT RESOLUTION NO. 2022-2258 DECLARING AS PUBLIC RIGHT-OF-WAY CITY-OWNED PROPERTY LOCATED WITHIN A SECTION OF THE HARRISON STREET ALIGNMENT; REQUIRING RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Linda Beals, Real Estate Coordinator)

10. **AMEND AND REPLACE GOODYEAR CITY CODE CHAPTER 11, SECTION 11-1-28, TO ESTABLISH EXPANDED "UNRULY GATHERING" REGULATIONS**

Recommendation
ADOPT RESOLUTION NO. 2022-2261 DECLARING A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "AMENDMENT TO GOODYEAR CITY CODE OF ORDINANCES CHAPTER 11-OFFENSES, SECTION 11-1-28, TO ESTABLISH NEW UNRULY GATHERING REGULATIONS."

ADOPT ORDINANCE NO. 2022-1550 ENACTING AN AMENDMENT TO CHAPTER 11 OF THE CITY OF GOODYEAR CODE OF ORDINANCES, TO AMEND AND REPLACE, SECTION 11-1-28, TO ESTABLISH NEW AND EXPANDED UNRULY GATHERING REGULATIONS; PROVIDING FOR CORRECTIONS; SEVERABILITY; AND AN EFFECTIVE DATE. (Jay Karlovich, Assistant City Attorney)

11. **AMENDMENT NUMBER ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE INSTALLATION OF INTELLIGENT TRANSPORTATION SYSTEM EQUIPMENT AT THE TRAFFIC MANAGEMENT CENTER AND ESTRELLA/PEBBLECREEK PARKWAY FROM MC 85 TO INDIAN SCHOOL ROAD (PROJECT #42031)**

Recommendation
Approve Amendment One to the Intergovernmental Agreement, IGA 20-0007784-I, A.G. Contract No. P0012020001510 with the Arizona Department of Transportation Project Location/Name: Estrella/Pebble Creek Pkwy. (Hugh Bigalk, P.E., City Traffic Engineer)

12. **AMENDMENT NUMBER ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE INSTALLATION OF INTELLIGENT TRANSPORTATION SYSTEM EQUIPMENT ALONG MCDOWELL ROAD FROM SR 303 TO 1/4 MILE WEST OF DYSART ROAD (PROJECT #42033)**

Recommendation
Approve Amendment One to the Intergovernmental Agreement, IGA 20-0007781-I, A.G.

Contract No. P0012020001486 with the Arizona Department of Transportation Project/Location Name: McDowell Rd – SR 303 to Dysart Rd. (Hugh Bigalk, P.E., City Traffic Engineer)

13. **AMENDMENT NUMBER ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE INSTALLATION OF INTELLIGENT TRANSPORTATION SYSTEM EQUIPMENT ALONG LITCHFIELD ROAD FROM MC 85 TO WIGWAM BOULEVARD (PROJECT #42032)**

Recommendation
Approve Amendment One to the Intergovernmental Agreement, IGA 20-0007782-I, A.G. Contract No. P0012020001488 with the Arizona Department of Transportation, Project Location/Name Litchfield Road ITS. (Hugh Bigalk, P.E., City Traffic Engineer)

PUBLIC HEARING

14. **USE PERMIT FOR A CONVENIENCE USE (FREDDY'S FROZEN CUSTARD AND STEAKBURGERS RESTAURANT WITH DRIVE-THRU)**

Mayor Pizzillo opened the Public Hearing at 6:15 p.m.

Assistant Planner Guadalupe Ortiz Cortez presented a use permit for Freddy's Frozen Custard and Steakburgers drive-through restaurant proposed on a .86-acre parcel located on the northeast corner of Yuma Road and Cotton Lane within the Canyon Trails Towne Center. Ms. Ortiz Cortez reviewed the conceptual site plan and conceptual elevations along with the evaluation criteria. She noted that there was no public opposition during the citizen review and public hearing process.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 6:21 p.m.

Council thanked Freddy's Frozen Custard and Steakburgers for opening a second location in Goodyear.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Councilmember Patrick Bray to APPROVE the request for a use permit for convenience use (Freddy's Frozen Custard and Steakburgers drive-through restaurant) on an approximately .86-acre parcel within the Canyon Trails Towne Center zoned PAD/Commercial, subject to stipulations. The motion carried by the following vote:**

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

Passed - Unanimously

BUSINESS

15. **SOUTHWEST VALLEY CHAMBER OF COMMERCE**

Economic Development Director Lori Gary presented a request to approve a new contract with the Southwest Valley Chamber of Commerce (Chamber). Ms. Gary spoke about the new CEO, Jeffrey Campos and discussed the transition occurring at the Chamber, the cities it supports and the membership.

Ms. Gary provided an overview of the current contract and discussed the proposed customized platinum membership that included items such as marketing services for businesses, tourism and the Innovation Hub and city sponsorship for Chamber events.

Council thanked the Chamber's new CEO for the proposed programs and everything he is doing for Goodyear and the other member cities.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Councilmember Laura Kaino to APPROVE a one-year renewal of the membership agreement in the Southwest Valley Chamber of Commerce with an amendment to the scope and a corresponding cost increase. The motion carried by the following vote:**

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

Passed - Unanimously

16. **MULTI PARTY AGREEMENT BETWEEN ARIZONA PUBLIC SERVICE COMPANY, GOODYEAR, AND BUCKEYE TO ACCEPT MUNICIPAL BRACKISH WATER (BRINE) INTO PALO VERDE NUCLEAR GENERATING STATIONS ("PVGS") WATER RECLAMATION SUPPLY SYSTEM**

Deputy Public Works Director Barbara Chappell presented a request to approve a multiparty agreement between Arizona Public Service Company (APS), the City of Goodyear and the City of Buckeye, to accept brackish water (brine), a biproduct of the City's groundwater treatment. Ms. Chappell reviewed the current practice that discharges the brine into the sewer system and then is conveyed to the water reclamation facility. She added that the current practice is not sustainable and causes several issues such as not meeting the pretreatment ordinance, taking up capacity that could be used to support growth and passing through the water reclamation facility that may cause issues with compliance on the discharge permits.

Ms. Chappell indicated that a review of options presented by a consultant and collaboration with APS Palo Verde Nuclear Power Plant resulted in the development of a memorandum of understanding for preliminary work to establish the impact of the poor quality of water on their cooling system. Ms. Chappell discussed the key points of the agreement that included the purchase and testing of two different manufactures for the enhanced evaporation units and the advancement of design for improvements on the electrical and piping needed for the full-scale project.

Ms. Chappell added that once the pilot and design are complete, a future agreement is needed. This agreement will establish capital costs moving forward and operating and maintenance costs for the new facilities, which will allow the City to discharge 13.7 million gallons of brine a day that is generated during the peak flow of summer.

Council expressed that this was a great solution and appreciated the collaboration with APS.

MOTION BY Vice Mayor Brannon Hampton, **SECONDED BY Councilmember Patrick Bray to APPROVE the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water in the Water Reclamation Supply System by and between Arizona Public Service Company, the City of Goodyear and the City of Buckeye and authorize expenditure of funds up to $1.0 million. The motion carried by the following vote:**

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

Passed - Unanimously

17. **CITY OF GOODYEAR TRANSPORTATION MASTER PLAN (TMP) UPDATE FY23**

Transportation Planning Manager Christopher Bridges presented a request to authorize the expendinture funds up to the budgeted amount of $530,000 for the Transportation Master Plan (TMP). The TMP is a 20-year future guide for investments in transportation within the City of Goodyear.

MOTION BY Councilmember Laura Kaino, **SECONDED BY Councilmember Bill Stipp to AUTHORIZE the expenditure of funds for the Transportation Master Plan in an amount not to exceed $530,000. The motion carried by the following vote:**

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

Passed - Unanimously

18. **AMENDMENT TO THE MUNICIPAL USER FEE SCHEDULE**

Finance Director Doug Sandstrom presented modifications to the consolidated fee schedule that was adopted in July 2021. Mr. Sandstrom explained that the modifications would make changes to the building safety fees by clarifying the language on how fees are charged, modifying the lowest level of fees for permits, and modifying the other tiers to account for tier 1's $100 fee. He added that if adopted, the fee schedule will go into effect September 1, 2022.

Council thanked Mr. Sandstrom for streamlining, simplifying and reducing costs.

MOTION BY Councilmember Sheri Lauritano, **SECONDED BY Councilmember Patrick Bray to ADOPT RESOLUTION NO. 2022-2260 APPROVING AND ADOPTING A DOCUMENT ENTITLED THE GOODYEAR MUNICIPAL USER FEE SCHEDULE REPLACING AND SUPERSEDING THE MUNICIPAL USER FEE SCHEDULE ADOPTED BY RESOLUTION NO. 2021-2167 AS AMENDED; PROVIDING FOR AN EFFECTIVE DATE. The motion carried by the following vote:**

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

Passed - Unanimously

19. **APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA ESTABLISHING MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING AND ROADWAYS NEAR INTERSTATE 10 AND STATE ROUTE 303 AND ASSOCIATED BUDGET AMENDMENT.**

City Traffic Engineer Hugh Bigalk presented an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for landscape maintenance for roadways near Interstate 10 and the State Route 303. Mr. Bigalk reviewed the IGA process with ADOT that defines who pays for construction and maintenance. He explained that the new IGA will consolidate all prior IGAs into one document.

Mr. Bigalk explained that the reason the city is requesting the IGA is to improve the level of service to keep Goodyear clean and beautiful.

A discussion ensued related to the abatement of graffiti on the overpasses.

MOTION BY Councilmember Patrick Bray, **SECONDED BY Councilmember Bill Stipp to APPROVE an Intergovernmental Agreement with the State of Arizona establishing maintenance responsibilities for landscaping and roadways near Interstate 10 and State Route 303 and associated Budget Amendments. The motion carried by the following vote:**

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

Passed - Unanimously

INFORMATION ITEMS

City Manager Julie Karins announced that city staff is officially moved into the new city hall and that the ribbon cutting event will be held on Monday, August 1.

EXECUTIVE SESSION

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

20. Pursuant to A.R.S. 38-431.03(A)(3) Consultation with the City's Attorney for legal advice related to Arizona zoning and land use law.

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

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

Passed - Unanimously

Council entered into Executive Session at 6:54 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 7:38 p.m.

RECONVENING OF REGULAR MEETING

Mayor Pizzillo reconvened the Regular Meeting at 7:39 p.m.

WORK SESSION

THIS ITEM IS FOR DISCUSSION ONLY. NO ACTION CAN NOR WILL BE TAKEN.

21. **I-10 CORRIDOR DEVELOPMENT DISCUSSION**

Summary
Opportunity for Council to discuss information on industry and market trends as it relates to development potential along the I-10 corridor and possibly provide direction on a Council vision for the area.

Mayor Pizzillo pulled this item from the agenda to be discussed at a future date.

FUTURE MEETINGS

August 15, 2022	Special Meeting	5:00 p.m.
August 29, 2022	Regular Meeting	6:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 7:39 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 July 18, 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
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395

Monday, August 15, 2022	5:00 p.m.	Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the meeting to order at 5:00 p.m.

ROLL CALL

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

Staff Present: Deputy City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Darcie McCracken

[Councilmember Lauritano participated telephonically.]

BUSINESS

1. CANVASS THE AUGUST 2, 2022 ELECTION RESULTS

City Clerk Darcie McCracken presented information about the first election in the Town of Goodyear and spoke about the first Council meetings being held in the Boy Scout Lodge until the first Town Hall was completed. She gave a brief history of the 1949 election and spoke about the current election with 56,906 registered voters, 21,123 ballots cast, resulting in a 37.12% turnout. Ms. McCracken advised that based on the votes, three candidates would be declared elected for Council seats: Wally Campbell, Vicki Gillis and Brannon Hampton. She also spoke about the Mayoral race and declared Joe Pizzillo elected with a majority of the votes cast. Ms. McCracken added that it was a great time to be in Goodyear and celebrated being in the new City Hall and Council Chambers.

MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilmember Bill Stipp to ADOPT RESOLUTION NO. 2022-1554 DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 2, 2022; DECLARING THE ELECTION OF MAYOR; DECLARING THE ELECTION OF COUNCILMEMBERS; CANCELING THE GENERAL ELECTION; AND ORDERING THE CITY CLERK TO RECORD THIS RESOLUTION. The motion carried as follows:

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

Passed - Unanimously

2. A VOTE MAY BE HELD TO CALL AN EXECUTIVE SESSION FOR THE FOLLOWING: Pursuant to A.R.S. 38-431.03(A)(3) & (4) Consultation with the City's Attorney for legal advice and in order to consider its position and instruct its attorneys regarding the public body's position regarding pending or contemplated litigation or in settlement discussions in order to avoid or resolve litigation related to potential or pending transaction privilege tax matters.

MOTION BY Councilmember Patrick Bray, **SECONDED BY Councilmember Wally Campbell** 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 Bill Stipp**, **Councilmember Laura Kaino**, **Councilmember Patrick Bray**

Passed - Unanimously

The City Council moved into Executive Session at 5:08 p.m.

Councilmember Lauritano left the meeting.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 5:49 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 5:49 p.m.

CONTINUATION OF BUSINESS

3. City Council will consider authorizing the City Attorney to pursue litigation or other dispute resolution processes related to pending transaction privilege tax matters.

MOTION BY Councilmember Patrick Bray, **SECONDED BY Councilmember Wally Campbell** to AUTHORIZE the City Attorney to seek injunctive relief. The motion carried as follows:

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

Other: **Councilmember Sheri Lauritano** (Excused)

Passed - Unanimously

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 5:51 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 August 15, 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: 08/29/2022
AI #:1020

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE THE 2022 CITIZEN COMMITTEE APPOINTMENT PROCESS

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

The process has been updated and has been approved by the Council Subcommittee: Boards, Commissions and Committees.

Recommendation

Approve the 2022 Citizen Committee Appointment Process. (Darcie McCracken, City Clerk)

FISCAL IMPACT

There is no fiscal impact associated with this item.

BACKGROUND AND PREVIOUS ACTIONS

The Citizen Committee Appointment Process was originally approved by Council on November 28, 2011. On October 28, 2013, Council approved changes to the document. The 2022 Citizen Committee Appointment Process was reviewed, discussed and was recommended for Council approval by the Council Subcommittee: Boards, Commissions and Committees.

STAFF ANALYSIS

The 2022 process documents the current steps that are taken to review applications, select candidates and make appointments.

Attachments

Draft Citizen Appointment Process

2022
Citizen Committee Appointment Process

BOARDS, COMMISSIONS, AND COMMITTEES PROCESS

1. TYPES OF BOARDS, COMMISSIONS AND COMMITTEES (BCC)

A. All BCC of the City shall be classified as an Advisory, Ad Hoc, Quasi-judicial, or Decision-making.

1. Advisory - Most boards and commissions fall into this category. Advisory boards have the primary responsibility of advising and making recommendations to the City Council. Examples are:
    i. Planning Commission
    ii. Arts and Culture Commission
    iii. Council Compensation Committee
    iv. Youth Commission

2. Ad Hoc - Ad hoc committees are typically advisory in nature and are created to study, review and make recommendations regarding specific issues designated by the Mayor and Council. The major difference between ad hoc committees and other advisory bodies is that ad hoc committees are established only for a limited, clearly defined time and at the end of the designated time, shall automatically end unless the term is extended by the Mayor and Council. Examples:
    i. Citizen Rate Review Committee

3. Quasi-judicial - A quasi-judicial board is a public body, other than a court of law, that possesses the power to hold hearings on disputed matters between a private person and a public agency and to make decisions in the general manner of a court regarding such disputed claims. Example:
    i. Board of Adjustment (hearing and deciding on variances from the terms of the Zoning Ordinance, and appeals from decisions of the Zoning Administrator.)
    ii. Fire/Building/Code Appeals Board

4. Decision-making - A decision-making board possesses the power to select a course of action from multiple alternatives without having to seek the approval of a higher body, like the City Council. In other words, like a quasi-judicial body, a decision-making board makes a choice rather than a recommendation. Example:
    i. Public Safety Personnel Retirement Police and Fire Boards. These boards meet to administer the retirement plan for Police and Fire employees.

B. Other separate legal entities also address the needs of the City, including:
    i. Industrial Development Authority (IDA)
    ii. Public Improvement Corporation (PIC)

C. Any BCC created shall cease to exist (i) upon the accomplishment of the special purpose for which it was created or (ii) when abolished by a majority vote of the City Council.

2. RECOMMENDATIONS FOR APPOINTMENTS TO BCC

A. The Mayor will make appointments to the Council Subcommittee for Boards, Commissions and Committee annually. This subcommittee shall be made up of three Councilmembers. The Mayor may appoint himself/herself to this subcommittee. If no such subcommittee is appointed, the entire City Council may conduct interviews and appoint citizens to the various BCC.

B. The purpose of this Council Subcommittee for Boards, Commissions and Committee Appointments is to review applications, possibly conduct interviews and make a recommendation to the City Council.

3. SELECTION OF BCC MEMBERS

A. Applications for BCC will be accepted throughout the year. A call for applications to fill vacant seats to boards, commissions and committees may be published via the City of Goodyear website, newspaper advertising and any other means available to the City.

B. Individuals applying for BCC must complete and submit the City application form to the City Clerk. Applications submitted electronically on the City website will automatically go to the City Clerk.

C. The City Clerk will prepare materials and send them to the staff liaison for review. The staff liaison will review applications and will provide any input on the applications.

D. The City Clerk will provide all applications and a matrix to the Council Subcommittee for review. The Subcommittee will individually rank the applications in the order they would like them to be interviewed. The City Clerk will combine the rankings provided by the subcommittee and schedule interviews for a number twice the number of positions to be filled to be conducted in an open meeting. The Subcommittee may decide to make a direct appointment rather than interviewing applicants.

E. After review and consideration at the open meeting, the Council Subcommittee for Boards, Commissions and Committee shall deliberate and make recommendations for appointment by the City Council.

F. The Council Subcommittee for Boards, Commissions and Committees will review applications for reappointment to BCC; however, an interview is not required.

G. The Council Subcommittee for Boards, Commissions and Committees may add an ex-officio member to any committee for one term. The ex-officio position shall be reconsidered at the end of each term.

H. The City Clerk shall notify recommended applicants for the open seat(s) of the recommendation of the Council Subcommittee for Boards, Commissions, and Committee Appointments.
    1. If there is room on the agenda, the City Clerk may request that recommended candidates be present when the recommendation is presented to City Council as a scheduled agenda item. Following appointment, the City Clerk will have the appointees take the loyalty oath at the meeting. Anyone not present, may take the oath at the next meeting of the BCC to which they are appointed. Oaths must be administered prior to any action by the appointee on the respective BCC.

I. The City Clerk will notify the appointees as to their appointment and provide a new member packet.
    1. To include:
        i. City of Goodyear Ethics Policy
        ii. Chapter 7 of the AG's Arizona Open Meeting Laws

J. The City Clerk will notify the Staff Liaison of the board, commission, or committee of the appointment.

4. QUALIFICATIONS FOR APPOINTMENTS; EMPLOYEES OR APPOINTED OFFICERS AS MEMBERS

A. All members of BCC shall meet the following minimum qualifications upon their appointment to any board, commission or committee. Each member shall be:
    1. Eighteen years of age or older, except for members appointed to the Youth Commission and any BCC seats designated by City Council for youth representation.
    2. A Goodyear resident for at least one year, unless the City Council specifically designates a waiver of residency or a length of time as a resident requirement for a specific BCC.
    3. A registered voter, unless (a) the member is a youth commissioner or (b) the registered voter requirement is waived as part of the City Council's appointment of the member.

B. City employees and their immediate family members or appointed officers shall not be eligible for appointment to any BCC but may be requested to provide staff support or act as an ex officio member thereto. Councilmembers may not serve on BCC unless the by-laws of such BCC state otherwise.
    1. Family members of employees and Council may serve on the Youth Commission.

5. TERMS, VACANCIES, REMOVAL

A. All members of BCC shall serve a term specifically designated by City Council action, Charter language or Arizona Revised Statutes.

B. For BCC with regularly scheduled meetings, the members' terms shall be staggered so that when possible, no more than the number of members constituting a quorum of the BCC shall expire in any single year provided, however, that no staggering of terms shall be required for any board, commission or committee that will be in existence for a single term.

C. Members may serve two consecutive terms, except that a member shall remain seated until a successor is appointed and qualified. Members may serve additional terms if it is designated by Council action, Charter language or Arizona Revised Statutes.

D. No individual may serve as a voting member on more than two BCC at one time.
   1. Exceptions:
      i. Public Improvement Corporation
      ii. Industrial Development Authority
      iii. Fire/Police Public Safety Personnel Retirement Boards

E. A vacancy on a BCC shall be deemed to have occurred upon the following:
   1. Death or resignation of a member of a board, commission or committee
   2. A member ceasing to be a Goodyear resident unless the City Council has provided that such member may be a non-resident.
   3. Three consecutive unexcused absences by a member from BCC meetings.
   4. Removal of the member by the City Council with a recommendation from staff as a result of not attending any meetings and/or not communicating with staff, or no longer meeting the residency requirement. Staff will have made repeated and consistent efforts to contact the member prior to recommendation for removal.

F. Any BCC member, including alternates, may be removed from their office with or without cause prior to the expiration of their term upon a majority vote of the City Council.

G. Whenever a vacancy has occurred on a BCC due to reasons set forth in 5.E., and no alternate has been appointed as set forth in Section 6 below, the Council Subcommittee for Boards, Commissions and Committee Appointments shall meet to recommend a candidate to complete the remainder of the term. Procedures described in Section 3 above will be used to generate applicants, interview applicants, and make a recommendation. In cases of a vacancy due to the expiration of a member's term, the member shall remain seated until a successor is appointed and qualified.

H. An individual is limited to two consecutive appointments/reappointments to any one board, commission, or committee provided, however, that the time during which the individual is an alternate shall not count against this term limitation.

1. Exceptions:
    i. Board of Adjustment (Three terms.)
    ii. Fire/Police Public Safety Personnel Retirement Board (Three terms, applies to civilian members only.)
    iii. Fire/Building/Code Enforcement Appeals Board (Three terms.)
    iv. Industrial Development Authority (Three terms.)
    v. Planning and Zoning Commission (Three terms.)
    vi. Public Improvement Corporation (Three terms.)
    vii. Self-Insured Healthcare Trust Board (Three terms.)

I. An incumbent member of a BCC seeking reappointment shall submit a new application under the provisions set forth in section 3 above and shall be considered for appointment by the City Council Subcommittee and the City Council.

6. ALTERNATES

The City Council may appoint alternates to serve on BCC to be moved into a regular position in the event of a vacancy. Such alternates may attend and participate in meetings of the BCC but shall not vote in such meetings until such time as a vacancy has occurred and the alternate has filled such vacancy. If the City Council appoints more than one alternate for a particular BCC, the City Council shall designate the alternates as first alternate, second alternate and so on, such that immediately upon a vacancy occurring in a BCC. Alternates will be moved into the regular position without any additional action by Council.

7. APPLICABILITY OF THE ARIZONA OPEN MEETING LAW

All boards, commissions, and committees are subject to the Arizona Open Meeting Law.

8. FIRE/BUILDING/CODE ENFORCEMENT APPEALS BOARD

The Fire/Building/Code Enforcement Appeals Board will follow the rules for membership and qualifications as listed in the most current International Building Code as adopted by City Council.

ITEM #: 5.
DATE: 08/29/2022
AI #:1016

CITY COUNCIL ACTION REPORT

SUBJECT: ACCEPT TWO (2) SPECIAL WARRANTY DEEDS ASSOCIATED WITH THE PROLOGIS DEVELOPMENT

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

SUMMARY

Acceptance of two Special Warranty Deeds for road right-of-way required for the traffic signals at the intersection of Bullard Avenue and Harrison Street and the intersection of Bullard Avenue and Grant Street.

Recommendation

Accept two (2) Special Warranty Deeds from Prologis Commerce Park 1 QOZB, LLC, a Delaware limited liability company required for two intersections associated with the Prologis Development (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no fiscal impact to the City in the fiscal year 2023 or in future years with the acceptance of these deeds.

BACKGROUND AND PREVIOUS ACTIONS

The Prologis Development is located at the northeast corner of Yuma Road and Bullard Avenue. Traffic signals are required and have been constructed at the intersections of Bullard Avenue and Harrison Street, as well as Bullard Avenue and Grant Street. These signals require the dedication of additional road right-of-way. Prologis Commerce Park 1 QOZB, LLC has provided the Special Warranty Deeds dedicating the required portions of the road right-of-way.

STAFF ANALYSIS

As previously noted, City staff has determined the Special Warranty Deeds for road rights-of-way are necessary to create the required access to the Prologis Development and portions of the adjacent development.

Attachments

Deed-Bullard & Grant
Deed-Bullard & Harrison

When recorded Mail to:

City of Goodyear
City Clerk / LRB
1900 N. Civic Square
Goodyear, AZ 85395
EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED
(Bullard and Grant)

GRANTOR:	GRANTEE:
PROLOGIS COMMERCE PARK 1, QOZB LLC, a Delaware limited liability company	**CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **PROLOGIS COMMERCE PARK 1, QOZB LLC, a Delaware limited liability company** ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**, ("Grantee"), its successors and assigns, the following real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT ONLY TO current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2022.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
PROLOGIS COMMERCE PARK 1 QOZB LLC,
a Delaware limited liability company

By: Prologis Commerce Park QOF 2 LLC,
a Delaware limited liability company
Its: Managing Member

By: Prologis, L.P.
a Delaware limited partnership
Its: Managing Member

By: Prologis, Inc.
a Maryland corporation
Its: General Partner

By: Megan C. Robert
Name: Megan C. Robert
Title: Senior Vice President

STATE OF COLORADO)
)ss.
County of Denver)

The foregoing instrument was acknowledged before me this 14 day of December 2021, by Megan C. Robert, Senior Vice President of Prologis, Inc., a Maryland corporation, General Partner of Prologis, L.P., a Delaware limited partnership, being the Managing Member of Prologis Commerce Park QOF 2 LLC, a Delaware limited liability company, being the Managing Member of Prologis Commerce Park 1 QOBZ LLC, a Delaware limited liability company on behalf of said limited liability company.

SUZANNE GREEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014004129
MY COMMISSION EXPIRES 03/11/2025

Suzanne Green
Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the ____ day of _____, 2022.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this _____ day of _____, 2022 by _____, as _____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

PROLOGIS COMMERCE PARK @ GOODYEAR
ADDITIONAL RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION

ADDITIONAL RIGHT OF WAY LYING WITHIN LOT 4 OF FINAL PLAT FOR PROLOGIS COMMERCE PARK AT GOODYEAR AS RECORDED IN BOOK 1535, PAGE 32, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, MARKED BY A BRASS CAP SET FLUSH STAMPED CITY OF GOODYEAR FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 9, MARKED BY A BRASS CAP SET FLUSH STAMPED "1/4 8 9 LS 37174" BEARS NORTH 00°00'19" WEST A DISTANCE OF 2638.27 FEET;

THENCE NORTH 00°00'19" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 1255.23 FEET;

THENCE NORTH 89°59'41" EAST, A DISTANCE OF 65.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF S BULLARD AVENUE AND THE POINT OF BEGINNING;

THENCE NORTH 00°00'19" WEST, ALONG A LINE PARALLEL WITH AND 65.00 FEET EAST OF THE WEST LINE OF SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 118.01 FEET;

THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 42.43 FEET;

THENCE SOUTH 00°0'19" EAST, A DISTANCE OF 58.00 FEET;

THENCE SOUTH 44°59'22" WEST, A DISTANCE OF 42.43 FEET TO THE POINT OF BEGINNING.

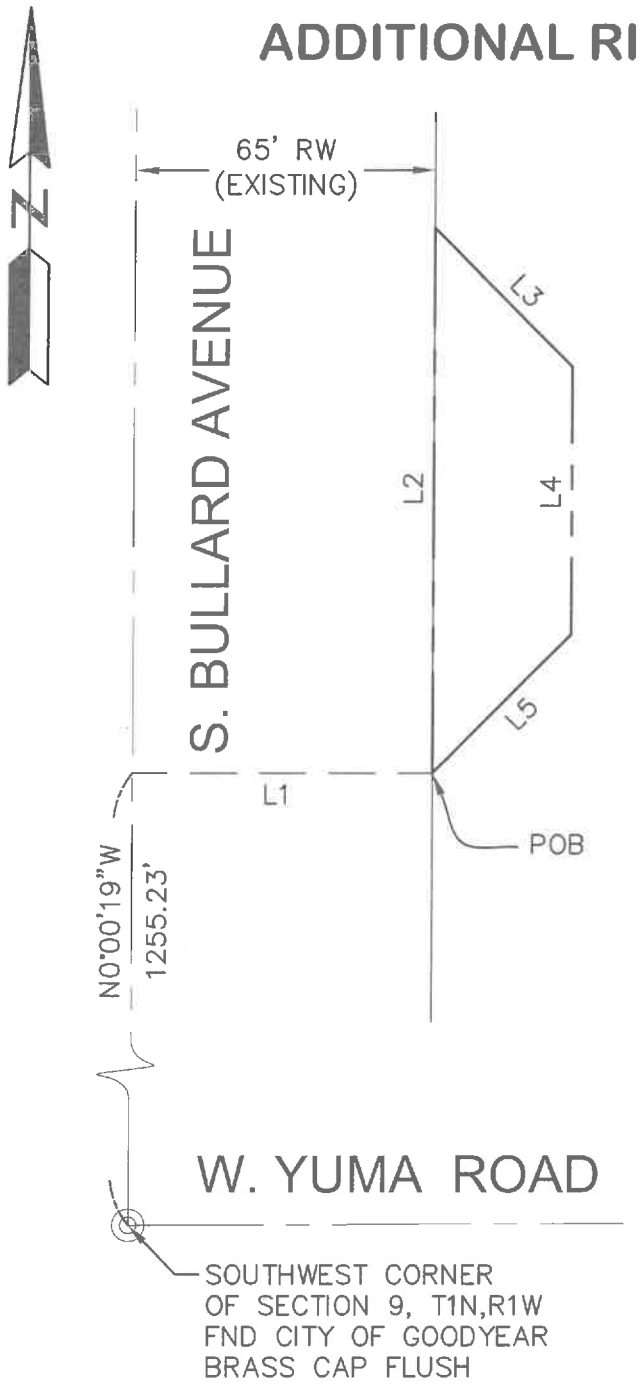
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A.
BRUCCI
DATE SIGNED 10/07/2020
ARIZONA U.S.A

TITLE:	XB06
DATE:	10/07/20
DESC:	RIGHT OF WAY DEDICATION

HUNTER ENGINEERING | CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PROL16—XB06.DWG
PROJ.NO. PROL016

PROLOGIS COMMERCE PARK @ GOODYEAR
ADDITIONAL RIGHT OF WAY



LOT 4
1535/32 MCR

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°59'41"E	65.00'
L2	N00°00'19"W	118.01'
L3	S45°00'00"E	42.43'
L4	S00°00'19"E	58.00'
L5	S44°59'22"W	42.43'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A.
BRUCCI
DATE SIGNED 10/07/2020
ARIZONA U.S.A

PAGE 2 OF 2

TITLE: XB06
SCALE: 1"=40'
DATE: 10/07/20
DESC: RIGHT OF WAY DEDICATION

HUNTER
ENGINEERING | CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PROL16-XB06.DWG
PROJ.NO. PROL016

When recorded Mail to:

City of Goodyear
City Clerk / LRB
1900 N. Civic Square
Goodyear, AZ 85395

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED
(Bullard and Harrison)

GRANTOR:	GRANTEE:
PROLOGIS COMMERCE PARK 1, QOZB LLC, a Delaware limited liability company	**CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **PROLOGIS COMMERCE PARK 1, QOZB LLC, a Delaware limited liability company** ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**, ("Grantee"), its successors and assigns, the following real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT ONLY TO current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2022.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
PROLOGIS COMMERCE PARK 1 QOZB LLC,
a Delaware limited liability company

By: Prologis Commerce Park QOF 2 LLC,
a Delaware limited liability company
Its: Managing Member

By: Prologis, L.P.
a Delaware limited partnership
Its: Managing Member

By: Prologis, Inc.
a Maryland corporation
Its: General Partner

By: Megan C. Robert
Name: Megan C. Robert
Title: Senior Vice President

STATE OF COLORADO)
)ss.
County of Denver)

The foregoing instrument was acknowledged before me this 14 day of December 2021, by Megan C. Robert, Senior Vice President of Prologis, Inc., a Maryland corporation, General Partner of Prologis, L.P., a Delaware limited partnership, being the Managing Member of Prologis Commerce Park QOF 2 LLC, a Delaware limited liability company, being the Managing Member of Prologis Commerce Park 1 QOBZ LLC, a Delaware limited liability company on behalf of said limited liability company.

SUZANNE GREEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014004129
MY COMMISSION EXPIRES 03/11/2025

Suzanne Green
Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the ____ day of _____, 2022.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this _____ day of _____, 2022 by _____, as _____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

PROLOGIS COMMERCE PARK @ GOODYEAR
ADDITIONAL RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION

ADDITIONAL RIGHT OF WAY LYING WITHIN LOT 1 OF FINAL PLAT FOR PROLOGIS COMMERCE PARK AT GOODYEAR AS RECORDED IN BOOK 1535, PAGE 32, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9, MARKED BY A BRASS CAP SET FLUSH STAMPED "1/4 8 9 LS 37174", FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 9, MARKED BY A BRASS CAP SET FLUSH STAMPED CITY OF GOODYEAR BEARS SOUTH 00°00'19" EAST A DISTANCE OF 2638.27 FEET;

THENCE NORTH 89°51'47" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 65.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF S BULLARD AVENUE AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°51'47" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 00°00'19" EAST, A DISTANCE OF 35.96 FEET;

THENCE SOUTH 44°59'22" WEST, A DISTANCE OF 42.43 FEET;

THENCE NORTH 00°00'19" WEST, A DISTANCE OF 65.89 FEET TO THE POINT OF BEGINNING.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A.
BRUCCI
DATE SIGNED 10/07/2020
ARIZONA U.S.A

TITLE: XB07

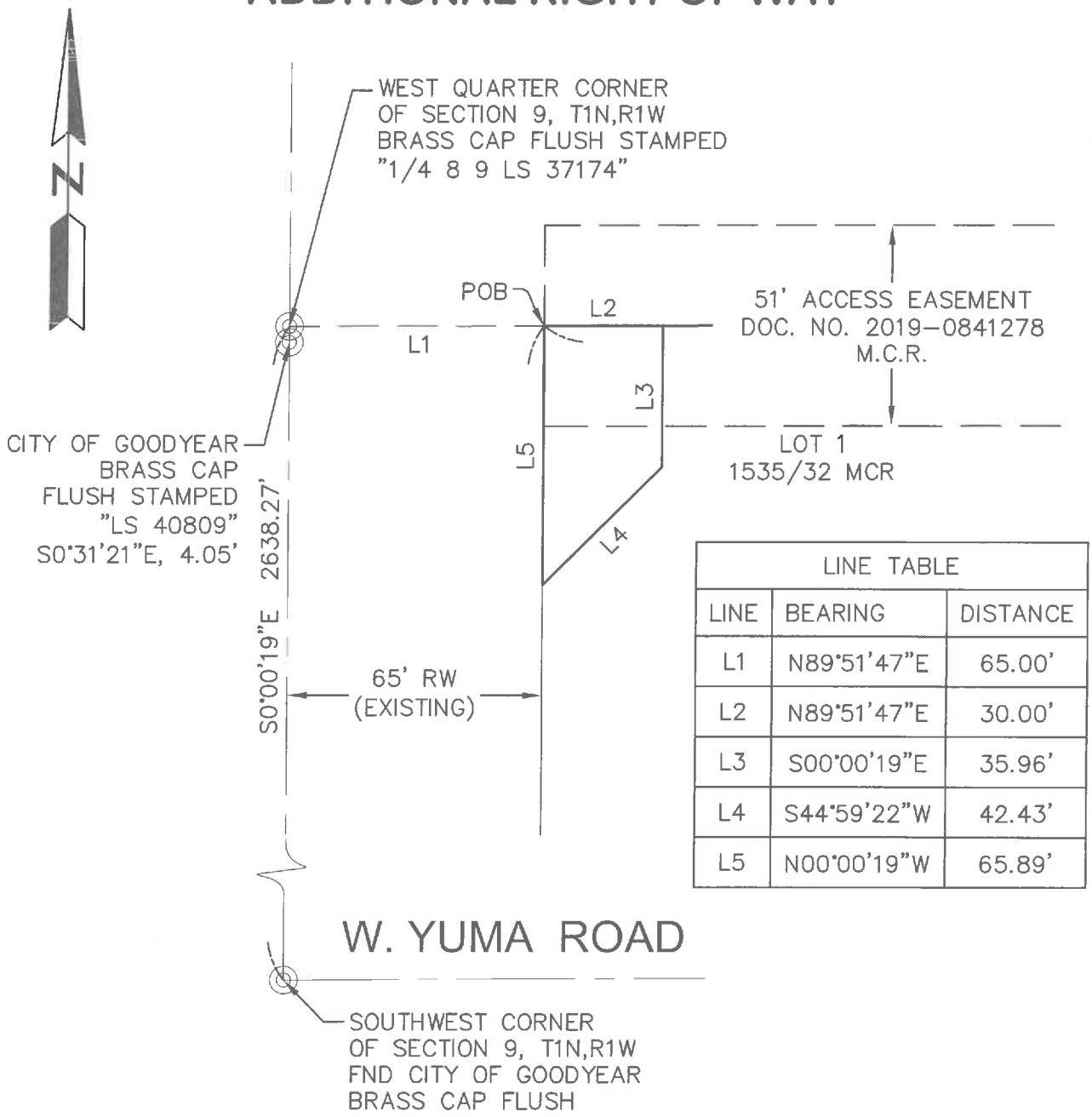
DATE: 10/07/20

DESC: RIGHT OF WAY DEDICATION

HUNTER
ENGINEERING | CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PROL16—XB07.DWG
PROJ.NO. PROL016

PROLOGIS COMMERCE PARK @ GOODYEAR
ADDITIONAL RIGHT OF WAY



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°51'47"E	65.00'
L2	N89°51'47"E	30.00'
L3	S00°00'19"E	35.96'
L4	S44°59'22"W	42.43'
L5	N00°00'19"W	65.89'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A.
BRUCCI
DATE SIGNED 10/07/2020
ARIZONA U.S.A

TITLE: XB07
SCALE: 1"=40'
DATE: 10/07/20
DESC: RIGHT OF WAY DEDICATION

HUNTER
ENGINEERING | CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PROL16-XB07.DWG
PROJ.NO. PROL016

ITEM #: 6.
DATE: 08/29/2022
AI #:1046

CITY COUNCIL ACTION REPORT

SUBJECT: LEASE AGREEMENT FOR OPERATION OF BMX TRACK

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

SUMMARY

Approve a new Lease Agreement with AZ Pro Trac, an Arizona corporation, for the continued operation of the BMX Track in the City of Goodyear.

Recommendation

Approve a Lease Agreement with AZ Pro Trac for the operation of the BMX Track. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no direct fiscal impact on the City in the fiscal year 2023 or in future years related to the approval of this lease. The City receives its consideration through the public benefit of the facility's operation as outlined in the lease and the operation's costs that the City would otherwise incur if the property was not leased, and the City had to maintain the property.

BACKGROUND AND PREVIOUS ACTIONS

The City has leased an approximate 8-acre site southwest of MC85 and Estrella Parkway, adjacent to the Roscoe Dog Park, for the operation of a non-motorized bicycle BMX track since May of 2004. The current lessee has been leasing the site since 2011. The City's current lease with AZ Pro Trac, an Arizona corporation is set to expire on December 31, 2022. The City has negotiated a new Lease Agreement with AZ Pro Trac to commence on January 1, 2023 through December 31, 2025 with the option to renew for up to two additional one-year terms, through December 31, 2027. These optional renewals must be requested by the Lessee, but the approval is at the sole discretion of the City. This new Lease Agreement provides language confirming the termination of the previous lease on December 31, 2022.

STAFF ANALYSIS

AZ Pro Trac has operated and managed the BMX track since December of 2011. The track is open to the public for events, regional and national competitions, practices, and other operations that benefit our community with discounts provided to Goodyear residents. The current lessee works closely with the City's Parks and Recreation Department staff to help promote local public use of the facility and the facility continues to provide a recreational opportunity for local riders.

Although the current lease does not expire until December 31, 2022, AZ Pro Trac and the City would like to proactively enter into a new lease so it will be approved and in place when the existing lease expires. AZ Pro Trac understands the Lease Agreement allows the City to terminate the Agreement, for any reason, upon thirty (30) days written notice and is willing to lease the property under these terms. The Lessee's obligations in the new Lease Agreement remain are generally consistent with the terms of the previous Lease Agreement.

It is in the best interests of the City to continue to allow the operation of the BMX track as it is beneficial to the residents of the City. Goodyear residents receive a discount on fees for services and facility use and the City is currently not able to provide this type of resource to our residents. Staff recommends the approval of the new Lease Agreement with AZ Pro Trac.

Attachments

Lease

Goodyear ARIZONA	**LEASE AGREEMENT FOR OPERATION OF BMX TRACK AND CONCESSIONS** **CON-23-0220**	**Parks & Recreation Dept.** 3075 N. Litchfield Road Goodyear, AZ 85395 (623) 882-7529 phone

This Lease Agreement for the Operation of a BMX Track and Concessions ("Agreement") is entered into by and between AZ Pro Trac, an Arizona corporation ("Lessee") and the City of Goodyear, an Arizona municipal corporation ("City" or "Lessor"); the City and Lessee are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the City is the owner of certain real property generally located south of MC 85 and west of Estrella Parkway, which is more particularly described in **Exhibit A** – Property Description, attached hereto ("Property");

WHEREAS, the Property is in close proximity to the City's dog park and 157th Avenue Wastewater Treatment Plant, and is located within an existing odor easement for the plant;

WHEREAS, the Property is currently not needed for City public works, utility or other operational needs;

WHEREAS, until such time as the Property is needed for operational needs, the City has been willing to lease the Property to be used as a BMX Track as it provides Goodyear residents a recreational amenity not otherwise available within the City.

WHEREAS, the Property has been leased for use as a BMX since 2004 and has been leased to the current Lessee since December 2011.

WHEREAS, the current lease on the Property commenced on July 1, 2019, and per the terms of the lease has been extended twice with the final extension expiring on December 31, 2022;

WHEREAS, the Lessee holds its events, competitions, practices and other operations at the BMX Track on behalf of the American Bicycle Association/USA BMX;

WHEREAS, it is in the best interests of the City to continue to allow the operation of the BMX Track as it is beneficial to the residents of the City in that the City is unable to provide this resource at this time and a discount is offered to participating City residents; and

WHEREAS, although Lessee understands that the Agreement allows the City to terminate the Agreement for any reason upon thirty (30) days written notice, Lessee wants to continue leasing the Property under a longer-term lease, and the City is willing to lease the Property to Lessee under the following terms and conditions.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated and made a part of this Lease Agreement ("Agreement") as if fully set for the herein.

2. Termination Notification. The Parties agree that the Lease Agreement for Operation of BMX Track and Concessions CON 19-4972 entered into in June, 2019, as extended will expire will expire effective December 31, 2022 and will have no further force or effect as of that date. . Lessee shall execute any document requested by Lessor evidencing such termination within thirty (30) days of receiving a written request for such documentation.

3. Lease of the Property. The City agrees to lease the Property to Lessee solely for the purpose of operating a non-motorized BMX Track open to the public. Lessee agrees it is taking the Property "as is" without any express or implied warranties on the part of the City, and the City makes no guarantees as to the condition of the Property and the surrounding area.

4. Waiver of Claims. Lessee expressly acknowledges that the Property, which is located within close proximity to the City's dog park and to the 157th Avenue Wastewater Treatment Plant operated by the City, and is located within an odor easement for the plant, may be exposed to odors, noise, dust and other such effects of the operation of the treatment plant and dog park. Lessee waives any claims and all claims it may have now or that may arise in the future against the City or any of its elected officials, directors, managers, employees, agents, contractors or subcontractors that arise from or are related to the operation of the Wastewater Treatment Plant and/or dog park. The waiver of claims provided for in this Paragraph 4 shall survive the expiration, or earlier cancellation or termination of this Agreement.

5. Term/Effective Date. This agreement commences on January 1, 2023 ("Commencement Date") and expires on December 31, 2025 (the "Expiration Date") unless it is otherwise cancelled or terminated as provided herein or as provided by law. The City may, in its sole and absolute discretion renew the Agreement on an annual basis for up to two (2) additional one (1) year terms, the Agreement shall not continue past December 31, 2027. Notwithstanding any outstanding request to renew the Agreement, the Lease shall automatically expire if an amendment renewing the Agreement has not been executed by the City Manager or his/her designee prior to the Expiration Date.

6. Lessee's Obligations. Lessee expressly agrees as follows with respect to its use of the Property:

    a. Lessee shall operate and manage the Property as a non-motorized BMX Track open to the public, which operations includes holding events, competitions, practices and other operations customary for a BMX Track, which includes the operation of a concession stand or snack bar and a pro shop when the facility is open. All operations on the Property shall be on behalf of the American Bicycle Association/BMX Association.

    b. Lessee may operate a concession stand or snack bar during the hours it is open to the public. Lessee shall maintain the proper Maricopa County Health Department permits and comply with all applicable federal, state, local, laws, ordinances, codes, rules, and regulations pertaining to the sale of food and beverages.

c. Lessee shall not use the Property for any other purpose other than as provided in this Agreement.

d. Lessee shall operate the BMX Track in such a manner as to provide the general public with a substantial opportunity to use the facility.

e. Lessee shall provide the Parks and Recreation Department Director ("Director") for approval the following information in writing: hours of operation, a list of scheduled and proposed events, which includes any scheduled regional, statewide or national competitive event; along with the name and a description of the event(s). The Director shall have the absolute right in his sole discretion to prohibit or limit any event proposed by the Lessee and/or any other aspect of the Lessee's operation which includes the hours of operation.

f. Lessee shall provide, at its sole costs, adequate dust control measures, crowd control, security, parking, and sanitation facilities; shall obtain all required permits for all activities and events on the Property and comply with all applicable requirements of the Americans with Disabilities Act.

g. Lessee shall make the BMX Track available for the public's use and shall provide during the hours agreed upon, in writing, by the City, which hours shall meet or exceed the minimum number of hours other comparable regional public BMX Tracks are open to the public. Unless otherwise agreed to in writing by the City, and except for closures, interruptions or delays resulting from the need to make major repair to the facility, or from events or circumstances beyond Lessee's reasonable control, such as natural disasters, fires, water shortages, negligence of others unrelated to Lessee's operations, and the like, Lessee shall keep the BMX Track open for the public's use during the hours of operation. Lessee shall not operate the BMX Track or any part thereof between the hours of 10:00 p.m. and sunrise without the prior written consent of the City, which the City may withhold in its sole and absolute discretion.

h. Lessee shall meet quarterly with the Director during months of March, June, September and December at a time mutually agreed to by the Parties. It is the responsibility of the Lessee to coordinate the meetings.

i. Lessee shall offer and/or provide to the public such services that are usual and customary for BMX Tracks.

j. Lessee shall maintain records reflecting events held at the BMX Track, attendance at the BMX Track, and whether attendees are residents of the City. A copy of such records shall be provided at no cost to the City's Director of Parks & Recreation or his designee on annual basis on or before December 31.

k. Lessee shall be entitled to set all fees and charges for the use of the BMX Track by the public and for services provided, such as clinics, lessons, and the like. Such fees and charges shall be comparable to fees and charges charged by other regional public BMX Tracks for similar services and facilities use. Licensee shall give City residents a ten percent (10%) discount on all fees and charges. Within ten (10) days of the Commencement Date, Lessee shall provide the City's Director of Parks & Recreation or his designee a fee schedule of all fees and charges that will be imposed during the Term of this Agreement.

In the event Lessee increases any fees during the Term of this Agreement, Lessee shall provide the City's Director of Parks & Recreation or his designee thirty (30) days prior written notice of the intent to increase the fees and the amount of the new fees.

l. Lessee shall be solely responsible for securing and paying all charges for all utilities required for the operation of the BMX Track.

m. Lessee shall maintain, operate, and manage the Property and the BMX Track in a clean, safe, and first-class manner that meets or exceeds the standards of comparable public facilities providing similar services and amenities. Lessee shall be solely responsible, at its own cost, for all repairs and maintenance on the Property and shall maintain all improvements thereon in a good workmanlike manner.

n. Lessee shall supervise and control the use of the Property and shall have an adult on-site manager on the Property at all times the BMX Track or any part thereof is open. Lessee shall use its best effort to control the conduct of its employees, agents, and invitees, and to conduct its operations in a manner so as not to unreasonably annoy, disturb, endanger or be offensive to others.

o. Lessee shall not allow, camp fires, over-night parking or camping on the Property.

p. Lessee shall not discriminate against any person who seeks to use the BMX Track on the basis of race, color, religion, sex, age, disability, political affiliation or national origin.

7. Quiet Enjoyment. Except as otherwise provided in this Agreement, so long as Lessee shall perform all its obligations under this Agreement, Lessee shall peaceably have and enjoy exclusive use of the Property.

8. Condemnation. If any or all the Property is taken or condemned by any authority for any use or purpose, this Lease shall terminate upon the date actual possession of the Property is required for such use or purpose unless terminated earlier for convenience pursuant to Paragraph 28. The Lessor reserves all rights to damages to the Property for any taking or condemnation of all or any portion of the Property; and Lessee shall not have any right to compensation paid as a result of any taking or condemnation of all or any portion of the Property and Lessee hereby assigns to the Lessor any right that the Lessee may have to such award or damages. If access to the Property is taken or condemned, in whole or in part, by any authority for any use or purpose, this Lease shall terminate upon the date actual possession of the property providing such access is required for such use or purpose unless terminated earlier for convenience pursuant to Paragraph 23. The Lessor reserves all rights to damages to the Property for any taking or condemnation of access to the Property; and Lessee shall not have any right to compensation paid as a result of any taking or condemnation of all or any portion of the Property and Lessee hereby assigns to the Lessor any right that the Lessee may have to such award or damages.

9. Liens. Lessee shall keep the Property and all improvements thereon free of any mechanic's or material men's liens or liens of any kind or nature for any work done, labor performed, or materials furnished on or to the Property. If any such lien is filed, Lessee shall, at is sole cost and expense, either have the lien removed within thirty days of receiving written notification from the City of the existence of the lien or provide the City with financial security, in a form acceptable to the City in its sole discretion, that assures the City that such lien will not be foreclosed. Lessee's obligations set forth herein shall survive the expiration, or earlier cancellation or termination of this Agreement

10. Additional Improvements. Subject to the requirements set forth herein, Lessee shall be entitled to make improvements to the Property provided that the improvements are consistent with the use of the Property solely as a BMX Track, the improvements will not impair the Property, and the improvements will not affect other City operations or facilities.

    a. Lessee shall make no improvements or modifications to the Property without the prior written consent of the Director. The Director shall have at all times the absolute sole discretion to approve or disapprove any improvements conducted on the Property. Lessee shall submit detailed drawings, construction plans, and specifications of any requested improvements.

    b. Lessee shall comply with all federal, state, and local laws applicable to the construction or installation of improvements to the Property, and shall obtain all required permits, including building permits, and approvals, including building and engineering approvals.

    c. All improvements to the Property shall be constructed or installed pursuant to the plans and specifications approved by the City and shall be constructed or installed in a good, workmanlike manner consistent with the applicable industry standards.

    d. Lessee shall require any contractor performing work on the Property to carry insurance with limits not less than Lessee is required to carry and to name the City of Goodyear as an additional insured.

    e. Prior to commencing construction or installation of any additional improvements, Lessee shall provide the City with a Payment Bond and Performance Bond in an amount equal to 105% of the full amount of the written contract(s) pursuant to which the improvements are to be constructed or installed. The Payment Bond shall be solely for the protection of claimants supplying labor or materials at the Property and the Performance Bond shall be solely for the protection of the City to insure the faithful performance of the required work. Each bond for shall include a provision allowing the prevailing party in a suit on such bond to recover as part of its judgment costs and expenses, including reasonable attorney's fees, as may fixed by the court. Each bond shall be executed by a surety company that is duly authorized to do business in Arizona and that is acceptable to the City.

11. Signs. Lessee may install signs identifying its business, its business partners, sponsors, and affiliations that are allowed under the City's sign ordinance and for which Lessee has received a permit as provided in Article 7 of the City's zoning ordinance. All signage must have the prior approval of the Parks and Recreation Department Director ("Director") prior to installation. The Director shall have at all times the absolute sole discretion approve or disapprove any signage or activity conducted on the Property.

12. Right of Entry Reserved. The City shall have the right at all reasonable times to enter upon the Property for any lawful purpose, provided that such entry does not unreasonably interfere with Lessee's use, occupancy or security of the Property.

13. Compliance with Laws. Lessee shall at all times comply with all federal, state, and local laws, ordinances, codes, rules, regulations and policies applicable to its operations on the Property, including those enacted or adopted after the Commencement Date of this Agreement; obtain all required licenses and permits; and pay all applicable taxes.

14. Indemnification. Lessee shall defend, indemnify and hold harmless the City, its elected or appointed officials, managers, directors, officers, employees, agents, and representatives (hereafter referred to collectively as the "City" in this paragraph) from and against all losses, damages, or claims of whatever nature, including attorneys' fees and costs, arising from or resulting from Lessee's use of the Property.

The City shall give Lessee timely notice of any claim made or suit instituted that may subject Lessee to liability under this provision, and Lessee shall have the right to compromise and defend the same. The indemnification obligations set forth in this Paragraph 14 shall survive the expiration, or earlier cancellation or termination of this Agreement.

15. Insurance. Unless otherwise agreed to by the City's Risk Manager in writing, Lessee, at its sole cost, shall, at all times during the Term of this Agreement and any renewal or extension thereof, maintain in full force the following types and amounts of insurance for its operations on the Property as set forth below. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A- and a category rating of not less than "8." All insurance provided by Lessee shall be primary insurance for the Property, and the Parties agree that any insurance coverage carried by the City is excess coverage and not contributory coverage to that provided by Lessee. All insurance policies other than Workers' Compensation shall name the City, its elected and appointed officials, directors, officers, managers, employees, agents and representatives as additional insured. Lessee shall furnish City with Certificates of Insurance and formal endorsements as evidence that policies providing the required coverage, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify the Agreement Number and shall provide for not less than thirty (30) days advance Notice of Cancellation, Termination, or reduction in limit of liability or scope of coverage. Such certificates shall be sent directly to Risk Management Department, City of Goodyear, 1900 N. Civic Square, Goodyear, Arizona 85395.

16. Workers' Compensation. Lessee shall carry and maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Lessee's operations, which policy shall include "Employer's Liability Insurance."

17. Commercial General Liability. Lessee shall carry and maintain Commercial General Liability insurance with a limit of not less than $1,000,000, for each occurrence and $2,000,000 in the aggregate, products and completed operations insurance with a limit of not less than $1,000,000, for each occurrence and $2,000,000 in the aggregate. The policy shall not be written on a "claims made" basis. The policy shall include coverage for bodily injury, property damage, personal injury, products and contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations of indemnification required by this Agreement.

18. Automobile Liability. Lessee shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than $1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of services herein. Coverage will be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.

19. Excess Liability. Lessee shall carry and maintain Umbrella/Excess Liability insurance with an limit of not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

20. The insurance requirements herein are minimum requirements for this Agreement and the City in no way warrants that the minimum limits contained herein are sufficient to protect Lessee from liabilities that might arise out of Lessee's operations or its use of the Property. Moreover, the amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope

of the indemnification obligations under this Agreement. It is the responsibility of the Lessee to obtain and maintain all insurance as required by this Agreement, which may necessitate Lessee obtaining insurance in addition the insurance provided by the American Bicycle Association/USA BMX to cover all other activities occurring at the BMX Track.

21. Assignment. This Lease Agreement is in the nature of a personal services contract not subject to assumption or assignment under 11 U.S.C. § 365 (Bankruptcy Code). Lessee shall not assign or sublease any of its interest under this Agreement without the prior written consent of the City, which the City may withhold in its absolute discretion.

22. Notices. All notices required or permitted to be given under this Agreement shall be either personally delivered or mailed by certified mail to the Parties at the following addresses:

CITY:	City of Goodyear Attention: Director of Parks & Recreation 1900 N. Civic SquareGoodyear, Arizona 85395
with a copy to:	City of Goodyear Attention: City Attorney 1900 N. Civic Square Goodyear, Arizona 85395
LESSEE:	AZ Pro Trac c/o Mark Perkins 6776 W. Skylark Dr. Glendale, AZ 85309

23. Termination. Either Party may terminate this Agreement with or without cause by giving the other Party thirty (30) days advance written notice.

24. Surrender of Possession. Upon the expiration or earlier termination or cancellation of this Agreement, Lessee's right to occupy the Property and exercise of the privileges and rights granted under this Agreement shall cease and Lessee shall surrender the Property in good condition, normal wear and tear excepted. Unless otherwise agreed to by the City in writing, Lessee shall remove all improvements, fixtures, equipment, and other personal property installed or placed by Lessee on the Property within thirty (30) days of the Expiration Date and repair, at its sole costs, any damage caused by such removal and restore the Property to a comparable condition as existed when the Property was first leased as a BMX Track on May 24, 2004 and as reasonably requested by the Director.

25. Severability. Should any provision of this Agreement be declared to be invalid by a court of competent jurisdiction, the Agreement shall automatically terminate unless otherwise agreed to in writing by the Parties.

26. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning Lessee's use of the Property and supersedes all prior negotiations, understandings, and agreements related to such matters.

27. Interpretation. This Agreement shall be interpreted and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of either Party, regardless of which Party may have drafted any of its provisions.

28. Modifications. No provision of this Agreement may be waived or modified except by a writing signed by the Party against whom such waiver or modification is to be enforced.

29. Waiver of Breach. No waiver by either Party of any breach, default or any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver or custom of waiver of any same, similar, succeeding or preceding breach, default or term of this Agreement, as the case may be. To be effective, all waivers shall be in writing and signed by the Party to be charged.

30. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts (and by different parties to this Agreement in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument binding upon the Parties. A manually signed copy of this Agreement delivered by facsimile or emailed PDF shall be deemed to have the same legal effect as the delivery of an original signed copy of this Agreement.

31. Actions. This Agreement, and all matters arising out of or relating to this Agreement and the transactions it contemplates, shall be governed by the laws of the State of Arizona, and any actions brought pursuant to this Agreement shall be brought in the Superior Court of Maricopa County, Arizona. In the event of any litigation and/or arbitration between the City and Lessee related to this Agreement, the successful party shall be entitled to recover its own attorney's fees (whether in-house our outside counsel is used), expert witness fees, and all other costs incurred in connection with the litigation and/or arbitration.

32. Authorization. Lessee warrants that it has full corporate right, power, and authority to execute, deliver and perform this Agreement, and that all corporate action necessary for Lessee to approve the execution, delivery and performance of this Agreement has been taken, and that the individual executing this Agreement on behalf of Lessee is authorized to do so.

LESSOR: Az Pro Trac, an Arizona corporation

By: _____ Dated: 8/2/22
Mark Perkins, Board Director

LESSOR: CITY OF GOODYEAR, an Arizona municipal corporation

By: _____ Dated: _____
Julie Karins
Its: City Manager

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Exhibit(s) attached on following pages

EXHIBIT "A"

City of Goodyear
BMX site.

LEGAL DESCRIPTION

That portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 1 North, Range 1 West, Gila and Salt River Meridian, City of Goodyear, Maricopa County, Arizona, described as follows:

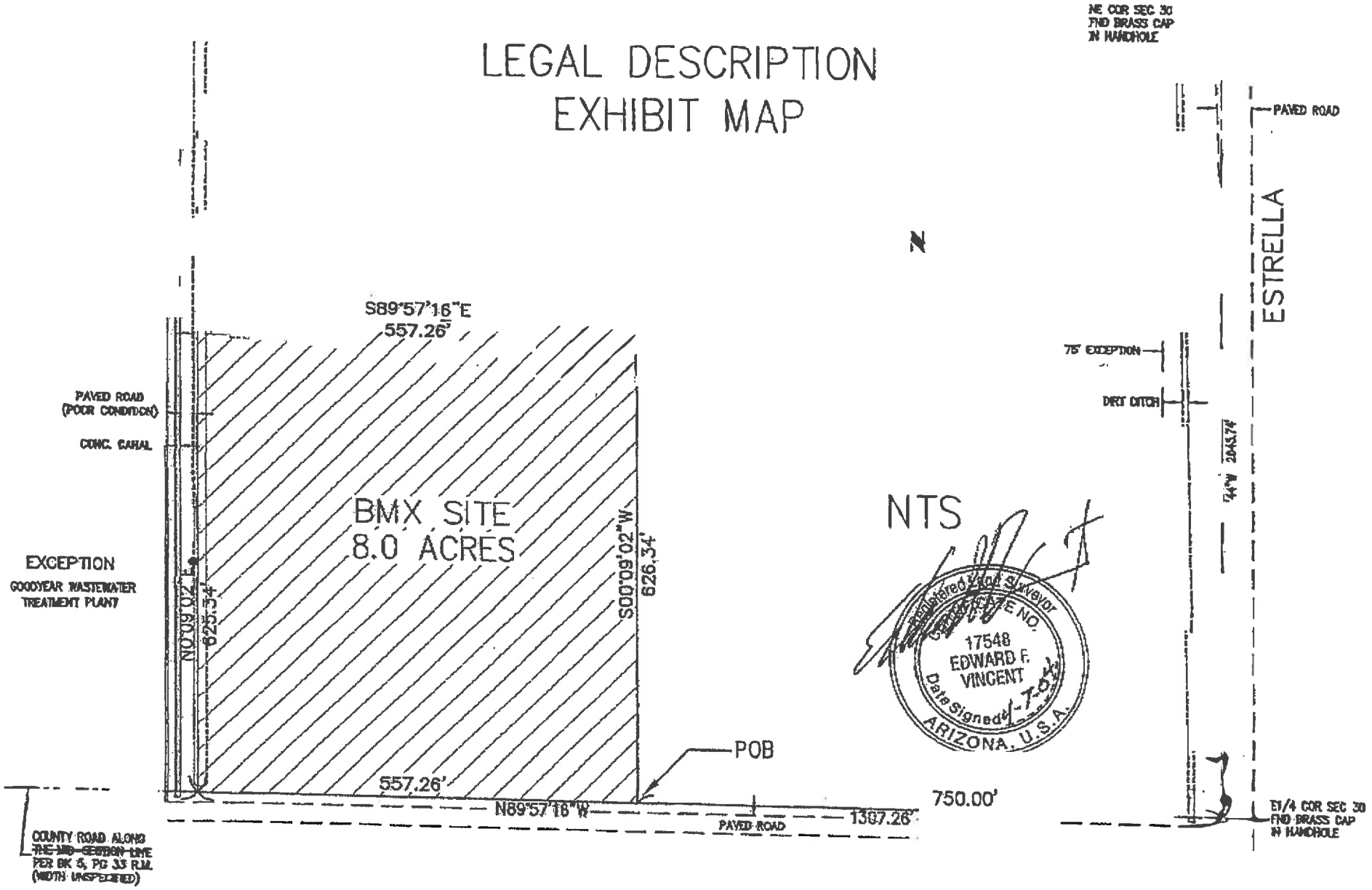
COMMENCING at the northeast corner of said Section 30; thence S00°09'44"W 2,645.74 feet along the east line of said Section 30 to the west Quarter Corner of said Section 30; thence N89°57'16"W 750.00 feet along the east-west mid-section line of said Section 30 to the **POINT OF BEGINNING**; thence continuing N89°57'16"W 557.26 feet along said mid-section line to the west line of said Southeast Quarter of the Northeast Quarter of Section 30; thence N00°09'02"E 625.34 feet along said west line; thence S89°57'16"E 557.26 feet; thence S00°09'02"W 625.34 feet to the **POINT OF BEGINNING**.

Parcel contains 348,480 square feet or 8.000 acres, more or less.



Olsson Associates
7250 N. 16th St., Ste 210
Phoenix, Arizona 85020
Ph. 602-748-1000

LEGAL DESCRIPTION
EXHIBIT MAP



Client#: 1067930 AMERIBIC1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
2375 E. Camelback Rd, Suite 250
Phoenix, AZ 85016

CONTACT NAME: Jessica Quiroz
PHONE (A/C, No, Ext): 602-374-1327 FAX (A/C, No):
E-MAIL ADDRESS: Jessica.Quiroz@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
American Bicycle Association
dba: USA BMX
1645 W Sunrise Blvd
Gilbert, AZ 85233

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	PHPK2382444	03/01/2022	03/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $Excluded $1,000,000 $5,000,000 $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2382444	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $10,000			PHUB804152	03/01/2022	03/01/2023	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and any other entities listed below are listed as additional insured under the General Liability on a primary & Non Contributory Basis including waiver of subrogation with respect to the American Bicycle Association/USA BMX sanctioned events/competitions/practices and other operations conducted by American Bicycle Association/USA BMX track operators on behalf of the American Bicycle Association/USA BMX.
Re: Goodyear BMX Raceway

CERTIFICATE HOLDER

City of Goodyear
190 N. Litchfield Road
Goodyear, AZ 85338-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Addional Insured/Waiver of Subrogation/Primary & Non-Contributory

ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

   a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
   b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
   c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

   With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.

2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:

   a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Sponsors

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

4. Co-Promoters

THIS INSURANCE IS PRIMARY, WITH ANY INSURANCE OR SELF-INSURANCE PROGRAM MAINTAINED BY THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE BEING NON-CONTRIBUTING EXCEPTING LOSS RESULTING FROM THE SOLE NEGLIGENCE OF THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that, notwithstanding anything to the contrary in paragraph 8. Transfer of Rights of Recovery Against Others To Us of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, in the event of any payment under this policy, we waive our right of recovery against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary contracts would require a waiver of recovery rights against them also falls within this blanket waiver of subrogation.

All other terms and conditions of this Policy remain unchanged.

ITEM #: 7.
DATE: 08/29/2022
AI #:1068

CITY COUNCIL ACTION REPORT

SUBJECT: DECLARATION OF EXCLUSIVE UTILITY EASEMENTS OVER CITY-OWNED PROPERTY WITHIN WHICH CITY UTILITIES HAVE BEEN INSTALLED

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

SUMMARY

Establishment of Utility Easements in favor of the City of Goodyear over city-owned property within which city utilities have been installed.

Recommendation

1. ADOPT RESOLUTION NO. 2022-2269, DECLARING AN EXCLUSIVE UTILITY EASEMENT WITHIN FUTURE ALIGNMENTS OF BROADWAY ROAD AND 159TH AVENUE, PROVIDING DIRECTION REGARDING THE RECORDATION OF THE RESOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE.

2. ADOPT RESOLUTION NO. 2022-2270, DECLARING EXCLUSIVE UTILITY EASEMENTS LOCATED WITHIN SECTIONS OF FUTURE ALIGNMENT OF BROADWAY ROAD NEAR AND THROUGH BULLARD WASH, PROVIDING DIRECTION REGARDING THE RECORDATION, OF THE RESOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There is no fiscal impact associated with Resolution No. 2022-2269 or Resolution 2022-2270 in FY2023 or any future year.

BACKGROUND AND PREVIOUS ACTIONS

The City recently completed the Goodyear Water Treatment Facility and Raw Water Pipeline Delivery Project. There are several areas where the pipeline is being placed within city-owned property located within future alignments of various roads but that have not been declared as public roadways. These locations are generally within portions of the future alignments for 159th Avenue and Broadway Road. Several of these locations also include existing utility lines.

STAFF ANALYSIS

It is in the best interest of the City to establish by resolution exclusive utility easements for the benefit of the City of Goodyear over those areas in which the city's utility improvements have been installed. The utility easements will be established upon the recordation of the resolutions with the Maricopa County Recorder. The resolutions being recorded include provisions that the easements being established do not merge into and are not extinguished by the city's underlying fee interest in the property. The establishment of the utility easements minimizes the risk of the city conveying the property within which the city's existing utilities are located without retaining an easement for such utilities.

Attachments

Resolution w/ Easement 1

Resolution w/ Easement 2

RESOLUTION NO. 2022-2269

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AN EXCLUSIVE UTILITY EASEMENT WITHIN FUTURE ALIGNMENTS OF BROADWAY ROAD AND 159TH AVENUE, PROVIDING DIRECTION REGARDING THE RECORDATION OF THE RESOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the power vested in the City of Goodyear ("City") by its Charter and pursuant to A.R.S. § 9-499.01, the Mayor and Council of the City of Goodyear have the power to administer and establish utility easements; and

WHEREAS, the City owns real property located south of MC-85 and west of Estrella Parkway that it acquired for various City facilities (the "City Property"); and

WHEREAS, the City Property includes property located within sections of the 159th Avenue and the Broadway Road future alignments (the "Road Alignment Properties'); and

WHEREAS, the 159th Avenue and Broadway Road have not been constructed within the Road Alignment Properties Property; and

WHEREAS, City-owned sanitary sewer lines and a reclaimed water line were installed within Road Alignment Properties located within the City Property; and

WHEREAS, the City has completed construction of the surface water pipeline project, which included the placement of a portion of the surface water pipeline adjacent to the existing sanitary sewer lines and a reclaimed water line within the Road Alignment Properties; and

WHEREAS, the Road Alignment Properties have not been declared or established as public roads; and

WHEREAS, it is not clear if or when, the sections of 159th Avenue and Broadway Road will be constructed within Road Alignment Properties in which the existing sanitary sewer lines, reclaimed water line, and surface water pipeline are located; and

WHEREAS, the City has determined it is in its best interest to declare an exclusive utility easement, for city utilities in the location described and depicted on the attached Exhibit "A," to provide record notice of the utility easement on the City Property in the Maricopa County recorder's office.

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

SECTION 1. The Mayor and Council of the City of Goodyear find and determine that it is in the interest of the public health, safety, and welfare of the city to establish, for the benefit and exclusive use by the City of Goodyear, an exclusive utility easement in the locations described and depicted in Exhibit "A".

SECTION 2. The Mayor and Council of the City of Goodyear hereby declare the establishment of an exclusive utility easement to and for the benefit of the City of Goodyear, on, over, under, across, above, and through the real property described in

"Exhibit “A”, attached hereto and incorporated herein by this reference (the “Easement Area”), for use by the City of Goodyear, its representatives, agents, and contractors, including sub-contractors, for the following purposes: for entering upon, operating, inspecting, constructing, maintaining, repairing, replacing utility facilities owned and operated by the City of Goodyear, including water lines, sewer lines, telemetering, communications equipment, and appurtenances thereto together with the right of access to the Easement Area for the purposes stated herein. No merger of title, estate, or interest shall be deemed effected by the City of Goodyear’s current fee ownership in the property described in Exhibit “A”, and it is the express intent of the City of Goodyear that this easement not be extinguished by, merged into, modified, or otherwise deemed affected by any other interest or estate in the property described in Exhibit “A,” now or hereafter held by the City of Goodyear or its successors or assigns.

SECTION 3. The Mayor and Council of the City of Goodyear hereby direct the City Manager or his/her designee to record or cause to be recorded this Resolution declaring an exclusive utility easement for the benefit of the City of Goodyear.

SECTION 4. The utility easement established herein shall become effective upon the recordation of this Resolution in the official records of the Maricopa County Recorder.

SECTION 5. This Resolution shall become effective upon its adoption by the Mayor and Council of the City of Goodyear.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EHXIBIT “A”

City Property – Legal Descriptions

LEGAL DESCRIPTION
APN: 500-83-008L
NEW EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, ALSO BEING A PORTION OF LAND DESCRIBED AS PARCEL NO. 1 IN DOCUMENT 2002-1214164, RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM CAP FLUSH MARKING THE NORTH QUARTER CORNER OF SAID SECTION 30, FROM WHICH A BRASS CAP IN HAND HOLE MARKING THE NORTHEAST CORNER OF SAID SECTION 30, BEARS SOUTH 89 DEGREES 59 MINUTES 17 SECONDS EAST (BASIS OF BEARINGS AS SHOWN ON BOOK 694, PAGE 38, MARICOPA COUNTY RECORDS), A DISTANCE OF 2615.76 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SOUTH 89 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 1307.88 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 17 SECONDS WEST, A DISTANCE OF 1222.87 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 53 SECONDS WEST, A DISTANCE OF 1253.01 FEET;

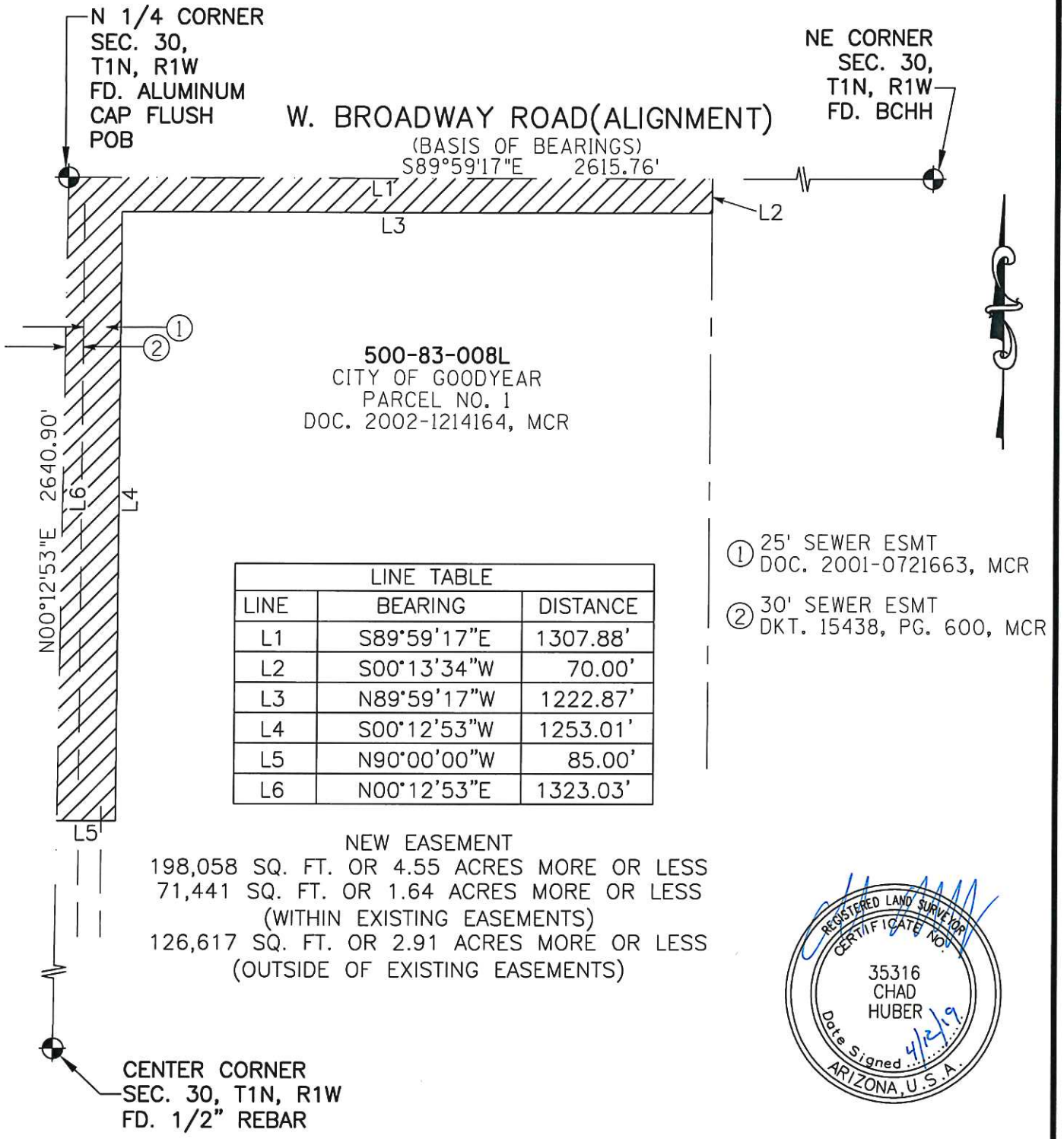
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 85.00 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 30;

THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 12 MINUTES 53 SECONDS EAST, A DISTANCE OF 1323.03 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 198,058 SQUARE FEET OR 4.55 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.





LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°59'17"E	1307.88'
L2	S00°13'34"W	70.00'
L3	N89°59'17"W	1222.87'
L4	S00°12'53"W	1253.01'
L5	N90°00'00"W	85.00'
L6	N00°12'53"E	1323.03'

LEGEND

— · — · — = SECTION LINE
——————— = PROPERTY LINE
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
ROW = RIGHT-OF-WAY
ESMT = EASEMENT
MCR = MARICOPA COUNTY RECORDER
FD. = FOUND
BCHH = BRASS CAP IN HAND HOLE
▨ = NEW EASEMENT

EXHIBIT "A"

AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: GLG	CK: CWH	SHEET NO.	TOTAL SHEETS	
DATE: 4-11-19	REV:			
N.T.S.		1	1	

RESOLUTION NO. 2022-2270

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING EXCLUSIVE UTILITY EASEMENTS LOCATED WITHIN SECTIONS OF FUTURE ALIGNMENT OF BROADWAY ROAD NEAR AND THROUGH BULLARD WASH, PROVIDING DIRECTION REGARDING THE RECORDATION OF THE RESOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the power vested in the City of Goodyear ("City") by its Charter and pursuant to A.R.S. § 9-499.01, the Mayor and Council of the City of Goodyear have the power to administer and establish utility easements; and

WHEREAS, the City owns various sections of Bullard Wash (the "City Property'), including a section of Bullard Wash located within the future Broadway Road alignment (the "Broadway Road Alignment Property"); and

WHEREAS, Broadway Road has not been constructed within the Broadway Road Alignment Property; and

WHEREAS, a City-owned sanitary sewer line has been installed within the Broadway Road Alignment Property; and

WHEREAS, the City has completed construction of the surface water pipeline project, which included the placement of a portion of the surface water pipeline adjacent to the existing sanitary sewer line within the Broadway Road Alignment Property; and

WHEREAS, the Broadway Road Alignment Property has not been declared or established as public road; and

WHEREAS, it is not clear if or when Broadway Road will be constructed within the Broadway Road Alignment Property where the surface water pipeline and the sanitary sewer line are located; and

WHEREAS, the City has determined it is in its best interest to declare exclusive utility easements for city utilities in the locations described and depicted on the attached Exhibit "A." to provide record notice of the utility easements on the City Property in the Maricopa County recorder's office.

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

SECTION 1. The Mayor and Council of the City of Goodyear find and determine that it is in the interest of the public health, safety, and welfare of the city to establish, for the benefit and exclusive use by the City of Goodyear, an exclusive utility easement in the locations described and depicted in Exhibit "A."

SECTION 2. The Mayor and Council of the City of Goodyear hereby declare the establishment of an exclusive utility easement to and for the benefit of the City of Goodyear, on, over, under, across, above, and through the real property described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Easement

Area") for use by the City of Goodyear, its representatives, agents, and contractors, including sub-contractors, for the following purposes: for entering upon, operating, inspecting, constructing, maintaining, repairing, replacing utility facilities owned and operated by the City of Goodyear, including water lines, sewer lines, telemetering, communications equipment, and appurtenances thereto together with the right of access to the Easement Area for the purposes stated herein. No merger of title, estate, or interest shall be deemed effected by the City of Goodyear's current fee ownership in the property described in Exhibit "A", and it is the express intent of the City of Goodyear that this easement not be extinguished by, merged into, modified, or otherwise deemed affected by any other interest or estate in the property described in Exhibit "A," now or hereafter held by the City of Goodyear or its successors or assigns.

SECTION 3. The Mayor and Council of the City of Goodyear hereby direct the City Manager or his/her designee to record or cause to be recorded this Resolution declaring an exclusive utility easement for the benefit of the City of Goodyear.

SECTION 4. The utility easement established herein shall become effective upon the recordation of this Resolution in the official records of the Maricopa County Recorder.

SECTION 5. This Resolution shall become effective upon its adoption by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2022.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EHXIBIT “A”

City Property – Legal Descriptions

LEGAL DESCRIPTION
APN: 500-07-022S
NEW EASEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, ALSO BEING A PORTION OF THE LAND DESCRIBED IN DOCUMENT 2001-0595009, RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 20, BEARS NORTH 00 DEGREES 29 MINUTES 29 SECONDS EAST (BASIS OF BEARINGS), A DISTANCE OF 2612.26 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, SOUTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, A DISTANCE OF 1184.78 FEET TO THE WEST LINE OF SAID LAND DESCRIBED IN DOCUMENT 2001-0595009 AND THE **POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTH LINE AND ALONG SAID WEST LINE, NORTH 00 DEGREES 30 MINUTES 38 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, A DISTANCE OF 665.02 FEET TO THE EAST LINE OF SAID LAND DESCRIBED IN SAID DOCUMENT 2001-0595009;

THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 30 MINUTES 38 SECONDS WEST. A DISTANCE OF 10.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20;

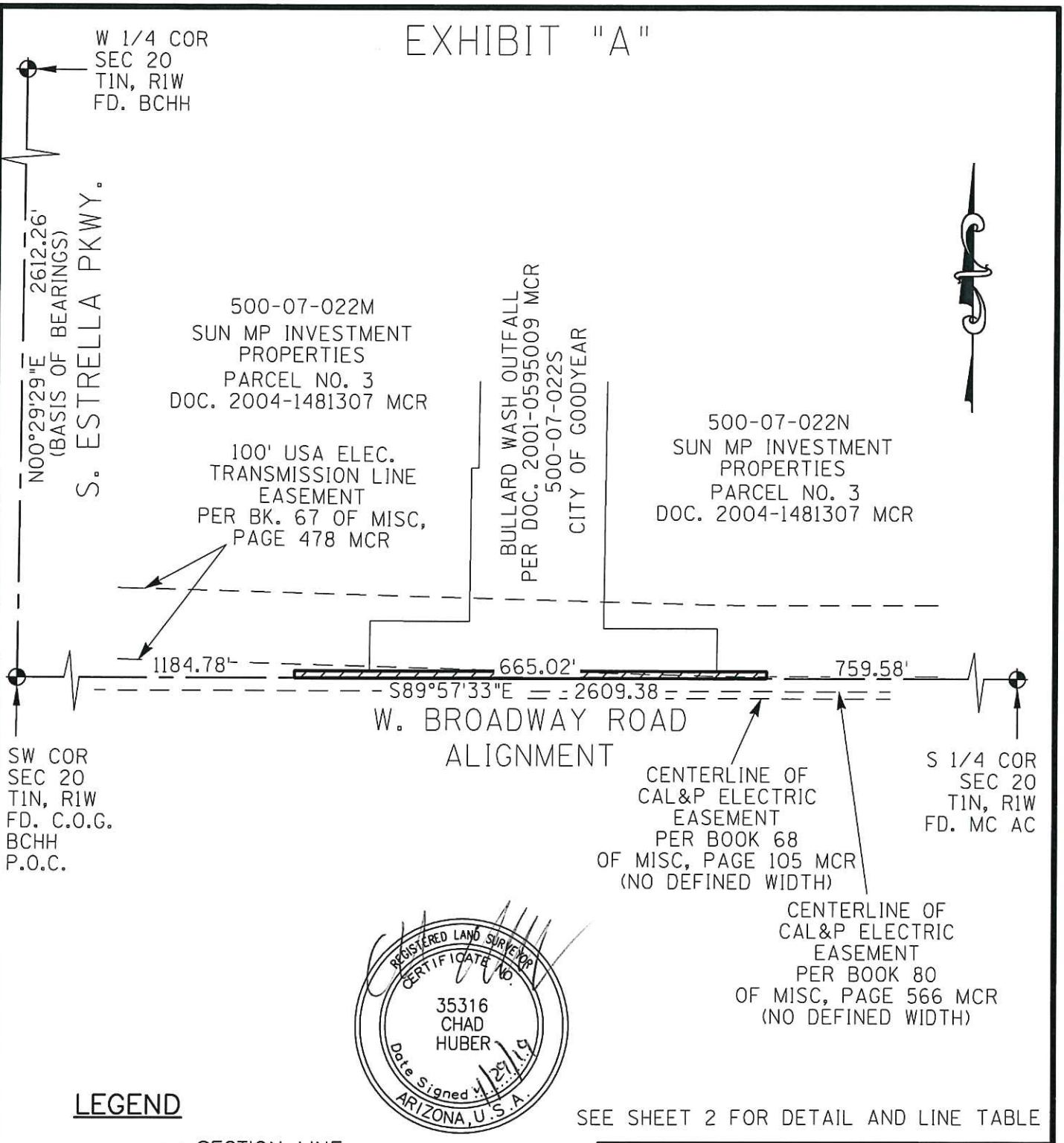
THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 665.02 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 6,649 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



EXHIBIT "A"



LEGEND

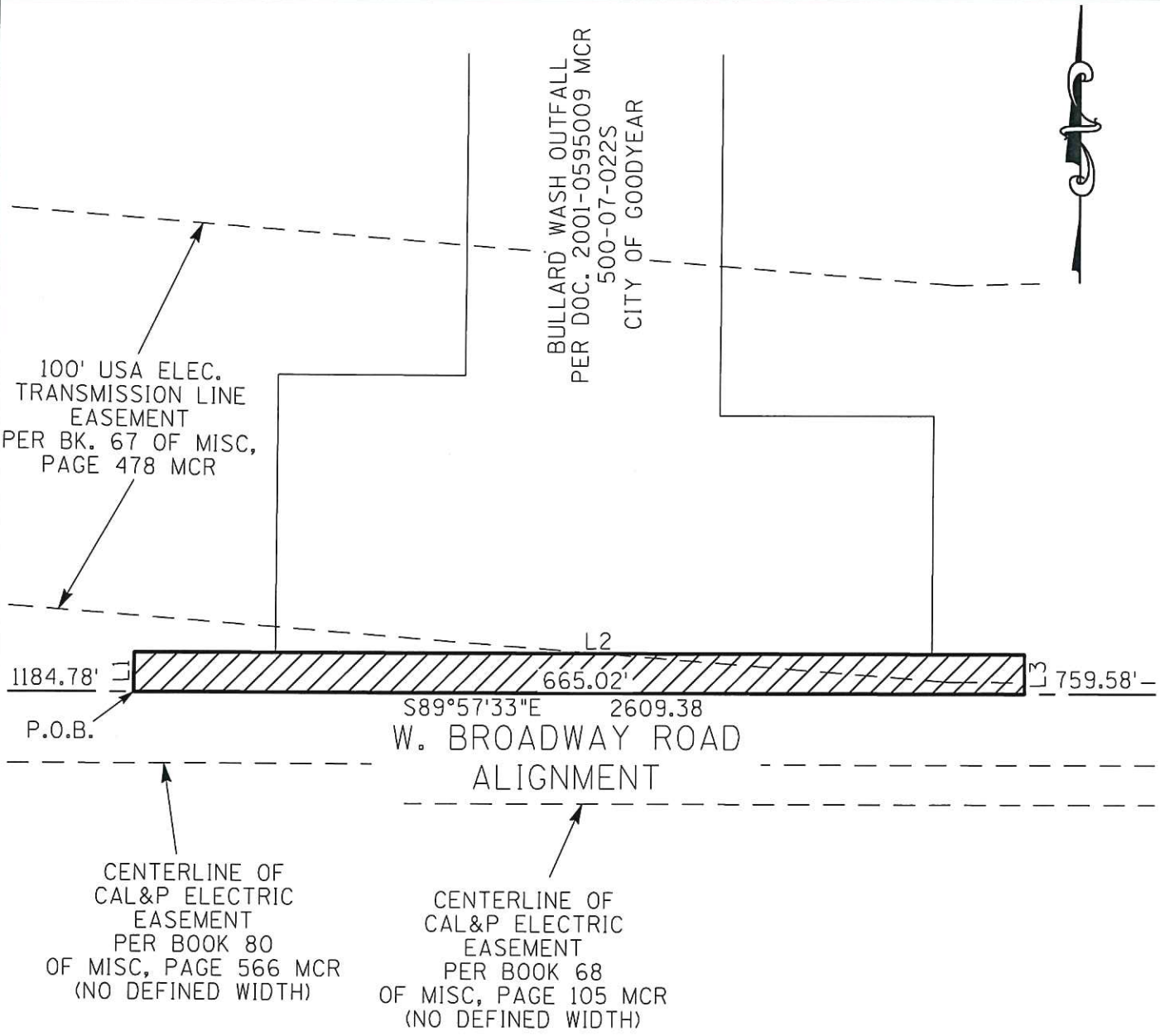
- ——— = SECTION LINE
- ——— = PROPERTY LINE
- — — — = EASEMENT LINES
- AC = ALUMINUM CAP
- ROW = RIGHT-OF-WAY
- ESMT = EASEMENT
- MC = MARICOPA COUNTY
- MCR = MARICOPA COUNTY RECORDER
- FD = FOUND
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- ▨ = NEW EASEMENT

SEE SHEET 2 FOR DETAIL AND LINE TABLE

EXHIBIT "A"

AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: GLG	CK: CWH	SHEET NO.	TOTAL SHEETS	
DATE: 04-29-19	REV:			
SCALE: 1"=200'		1	2	



6,649 SQ. FT. OR 0.15 ACRES MORE OR LESS
(NEW EASEMENT) – TOTAL
(1319 SQ. FT. OR 0.03 ACRES MORE OR LESS
WITHIN OVERLAPPING EXISTING EASEMENTS)
(5330 SQ. FT. OR 0.12 ACRES MORE OR LESS
OUTSIDE OF EXISTING EASEMENTS)
UNDEFINED WIDTH ELECTRICAL TRANSMISSION LINE
EASEMENTS NOT INCLUDED IN EASEMENT AREAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°30'38"E	10.00'
L2	S89°57'33"E	665.02'
L3	S00°30'38"W	10.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
Date Signed 4/22/19
ARIZONA, U.S.A.

EXHIBIT "A"

AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: GLG	CK: CWH	SHEET NO.	TOTAL SHEETS	
DATE: 04-29-19	REV:			
SCALE: NOT TO SCALE		2	2	

LEGAL DESCRIPTION
APN: 500-81-006K
NEW EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, ALSO BEING A PORTION OF THE LAND DESCRIBED IN DOCUMENT 2001-0595009, RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 29, BEARS SOUTH 00 DEGREES 14 MINUTES 15 SECONDS WEST (BASIS OF BEARINGS), A DISTANCE OF 2645.80 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, SOUTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, A DISTANCE OF 1184.78 FEET TO THE WEST LINE OF SAID LAND DESCRIBED IN DOCUMENT 2001-0595009 AND THE **POINT OF BEGINNING**;

THENCE LEAVING SAID WEST LINE AND CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, A DISTANCE OF 665.02 FEET TO THE EAST LINE OF SAID LAND DESCRIBED IN DOCUMENT 2001-0595009;

THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST LINE, SOUTH 00 DEGREES 09 MINUTES 04 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTH 88 DEGREES 48 MINUTES 49 SECONDS WEST, A DISTANCE OF 500.10 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 95.00 FEET TO THE WEST LINE OF SAID DOCUMENT 2001-0595009;

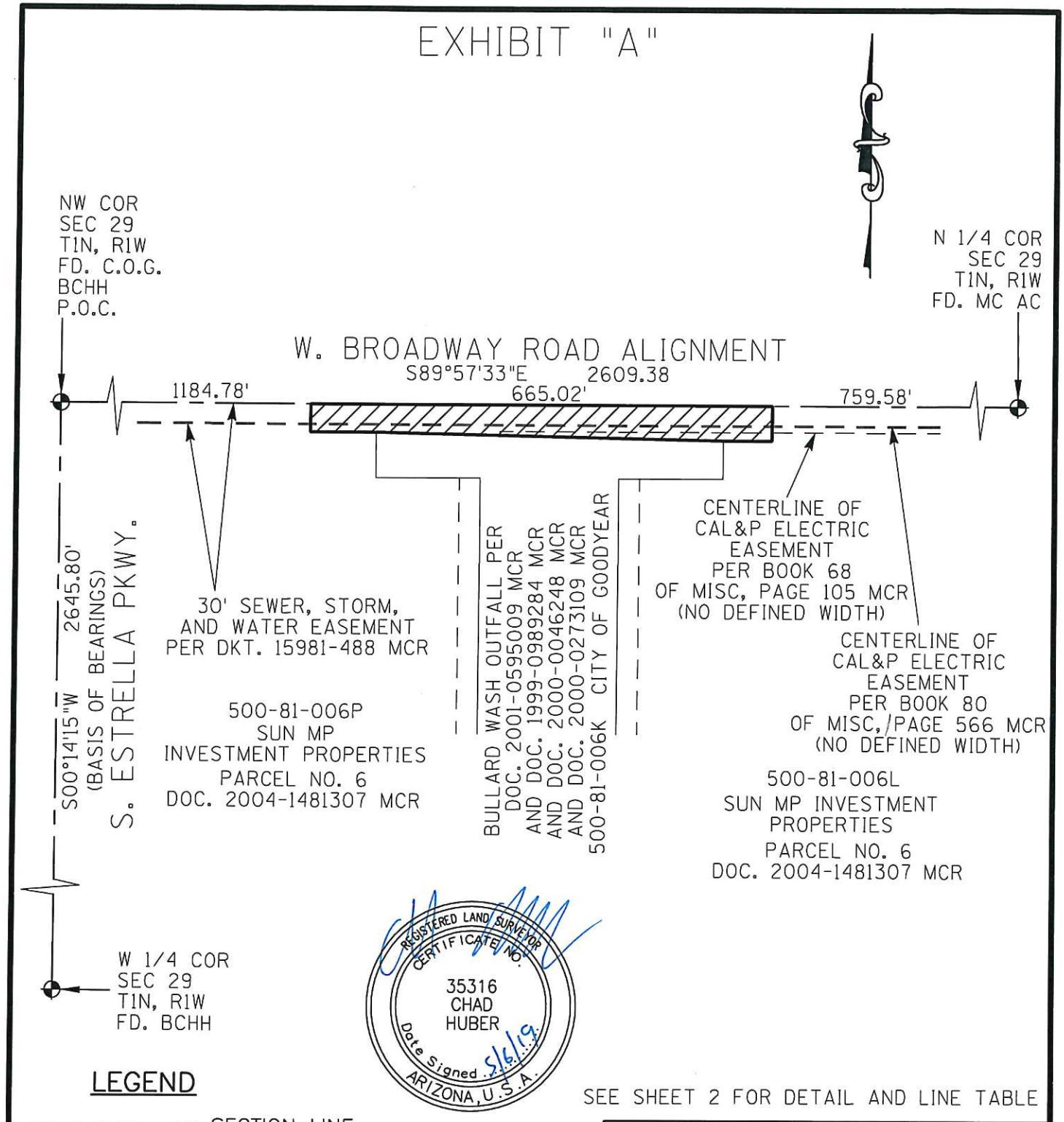
THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 09 MINUTES 04 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 29,801 SQUARE FEET OR 0.68 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



EXHIBIT "A"



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
Date Signed 5/6/19
ARIZONA, U.S.A.

LEGEND

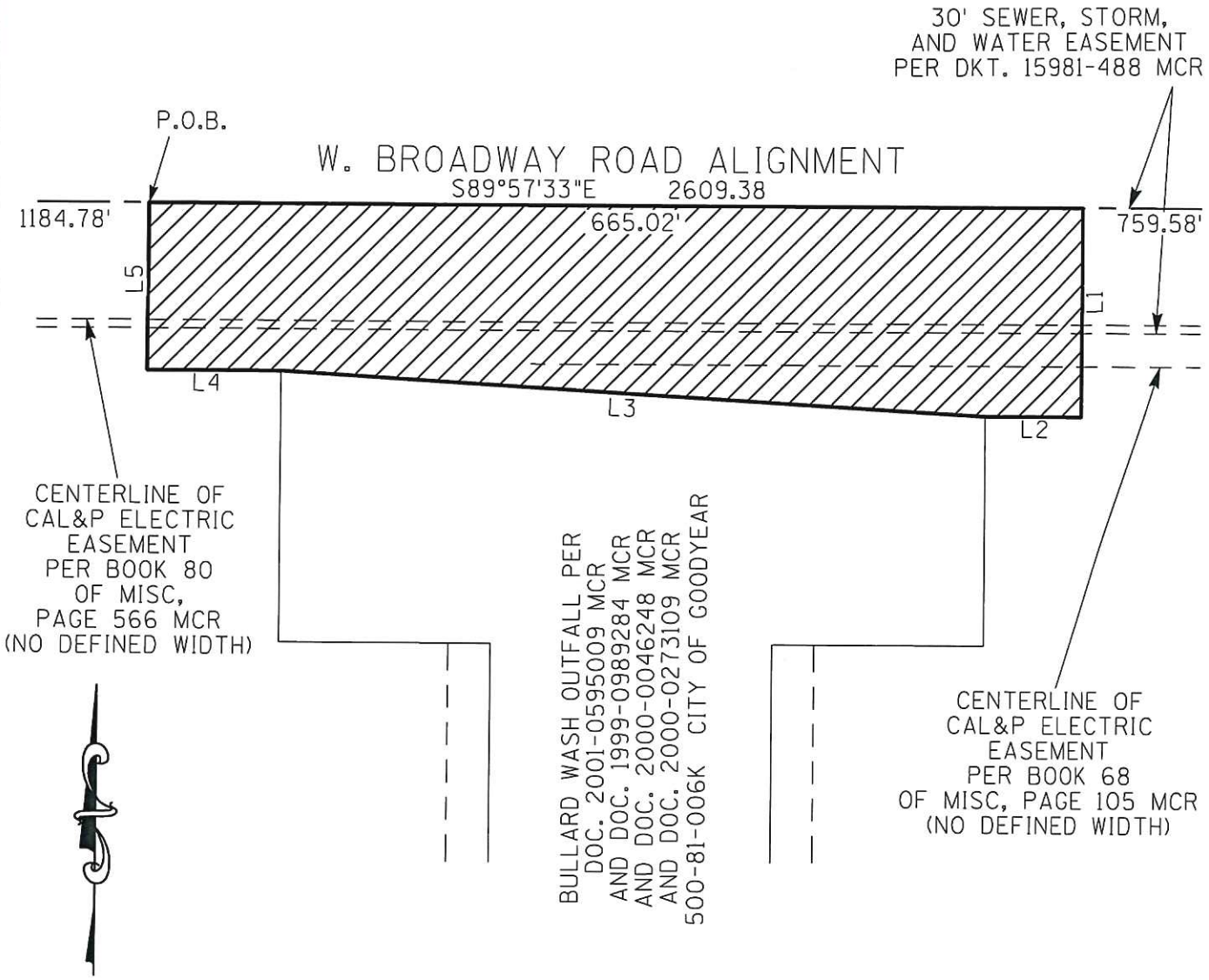
- = SECTION LINE
- = PROPERTY LINE
- = EASEMENT LINES
- AC = ALUMINUM CAP
- ROW = RIGHT-OF-WAY
- ESMT = EASEMENT
- MC = MARICOPA COUNTY
- MCR = MARICOPA COUNTY RECORDER
- FD = FOUND
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- = NEW EASEMENT

SEE SHEET 2 FOR DETAIL AND LINE TABLE

EXHIBIT "A"

AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: GLG	CK: CWH	SHEET NO.	TOTAL SHEETS	
DATE: 5-6-19	REV:			
SCALE: 1"=200'		1	2	



29,801 SQ. FT. OR 0.68 ACRES MORE OR LESS
(NEW EASEMENT) – TOTAL
(19,952 SQ. FT. OR 0.46 ACRES MORE OR LESS
WITHIN OVERLAPPING EXISTING EASEMENTS)
(9,849 SQ. FT. OR 0.22 ACRES MORE OR LESS
OUTSIDE OF EXISTING EASEMENTS)
UNDEFINED WIDTH ELECTRICAL TRANSMISSION LINE
EASEMENTS NOT INCLUDED IN EASEMENT AREAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°09'04"W	50.00'
L2	N89°57'33"W	70.00'
L3	N88°48'49"W	500.10'
L4	N89°57'33"W	95.00'
L5	N00°09'04"E	40.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
Date Signed 5/6/19
ARIZONA, U.S.A.

EXHIBIT "A"

AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

DR: GLG	CK: CWH	SHEET NO.	TOTAL SHEETS	
DATE: 5-6-19	REV:			
SCALE: NOT TO SCALE		2	2	

ITEM #: 8.
DATE: 08/29/2022
AI #:1071

CITY COUNCIL ACTION REPORT

SUBJECT: GRANT AN EASEMENT TO MARICOPA COUNTY WATER CONSERVATION DISTRICT NUMBER ONE

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

SUMMARY

Grant an Easement to Maricopa County Water Conservation District Number One (MWD) required for relocated MWD facilities, which will be relocated to facilitate the development of the PHX70 property.

Recommendation

Authorize the City Manager to execute an easement granting Maricopa County Water Conservation District Number One (MWD) an easement for MWD facilities. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There is no fiscal impact to the City as a result of the granting this Easement in FY23 or any future year.

BACKGROUND AND PREVIOUS ACTIONS

The development of the property known as PHX70 required the relocation of existing MWD facilities. The owner of the property will relocate the facilities. A section of the MWD facilities consists of underground piping that has been or will be located under Osborn Road, which is right-of-way owned by the City of Goodyear. MWD requires an easement within the section of Osborn Road where the MWD facilities will be or are located (the “Easement Area”).

STAFF ANALYSIS

The terms of the easement requested by MWD is consistent with the rights it had for the MWD facilities that had to be relocated. The Easement grants MWD the right to locate the same types of facilities within the Easement Area as MWD had for the relocated facilities, and it grants MWD prior rights, which require the city to bear the costs associated with any modification or relocation of the MWD facilities installed within the Easement Area. Staff is recommending council authorize the City Manager to execute an Easement granting Maricopa County Water Conservation District Number One an easement for MWD facilities.

Attachments

Easement

WHEN RECORDED MAIL TO:

Maricopa Water District
P.O. Box 900
Waddell, AZ 85355-0900

EASEMENT

CITY OF GOODYEAR, an Arizona municipal corporation, hereinafter **"Grantor"** for and in consideration of the agreements contained herein, does hereby grant **MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE,** a political subdivision of the State of Arizona, hereinafter **"Grantee"** a permanent, non-exclusive easement, along with a right of ingress and egress, to enter upon and use the lands, more particularly described on Exhibit "A" attached hereto (the "Easement Parcel").

1. Grantee shall have right of access to and use of the Easement Parcel to accomplish all of Grantee's purposes, including, but not limited to the transmission and distribution of water, wastewater, power and communications, and to construct, reconstruct, operate and maintain Grantee's existing and any future facilities, including, but not limited to, water, wastewater, electrical and communication facilities located within the Easement Parcel.

2. Grantor reserves the right to use the Easement Parcel for uses that are not inconsistent with and do not interfere with the use of the Easement Parcel, these uses shall include but not limited to, the right to construct, reconstruct, operate, maintain, repair and replace a public roadway, sidewalk, utilities, traffic equipment, and telecommunication equipment ("Grantor Improvements"), subject to Grantee's rights herein granted. Grantor shall be responsible for all costs and expenses associated with Grantor's Improvements, except Grantee shall be responsible for any improvements that are damaged or destroyed by Grantee, its employees, contractors or agents, who are accessing and/or using the Easement Parcel to accomplish any of Grantee's purposes, or that require repair or replacement for any other reason.

3. Grantor shall indemnify and hold harmless Grantee from any and all liability, cost, expense or damages resulting from Grantor's exercise of rights reserved herein for Grantor.

4. Grantee shall indemnify and hold harmless Grantor from any and all liability, cost, expense or damages resulting from Grantee's use of the easement herein granted.

5. Grantor may, at Grantor's expense and subject to Grantee's prior written approval, relocate, modify, upgrade, replace or reconstruct Grantee's existing or future facilities and property interests. Grantor shall reimburse Grantee for all costs and expenses incurred by Grantee to remove, relocate, modify, upgrade, replace or reconstruct Grantee's existing or future facilities or existing or future property interests to accommodate Grantor's rights reserved herein.

6. Any notice hereunder to be given by Grantor to Grantee shall be in writing and shall be given by personal delivery, overnight courier service, or United States certified or registered mail, return receipt requested, postage prepaid, to Maricopa Water District, 14825 West Grand Avenue, Surprise, Arizona 85374, Attention: Property and Contracts Manager. Any notice to be given hereunder by Grantee to Grantor shall be in writing and shall be given by personal delivery, overnight courier service, telefacsimile or United States certified or registered mail, return receipt requested, postage prepaid, to City Attorney, City of Goodyear, 1900 N. Civic Square, Goodyear, AZ 85395. Either party may designate by written notice, a new address to which any such notice shall thereafter be so addressed and mailed.

7. Each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein runs with the land and creates equitable servitudes in favor of the Grantee and its successors and assigns, binds every person having any fee, leasehold or other interest therein and inures to the benefit of the respective parties and their successors, assignees, heirs and personal representatives.

8. Any subsequent owner of the Easement Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purpose thereof, whether from the original Grantor or from a subsequent owner of such Easement Parcel, or any portion thereof, accepts such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein, and assumes the obligations of Grantor hereunder. By such acceptance and assumption, any such subsequent owner for himself and his successors, assignees, heirs and personal representatives, covenants, consents and agrees to keep, observe, comply with, and perform the obligations and agreements of Grantor set forth herein with respect to the real property so acquired by such subsequent owner.

9. Each provision of this Easement in the application thereof to the Easement Parcel and hereby declared to be independent and severable from the remainder of this Easement. If any provision contained herein is held to be invalid or to be unenforceable or not to run with the land, such holding does not affect the validity or enforceability of the remainder of this Easement.

10. Time is of the essence of this Easement.

11. This Easement contains a complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. Exhibits attached hereto are incorporated herein by this reference.

12. The laws of the State of Arizona govern the interpretation, validity, performance and enforcement of this Easement.

IN WITNESS WHEREOF, the parties have executed this easement this _____ day of _____, 2022.

APPROVED:

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, a political subdivision of the State of Arizona

By: Christine Cain
Christine Cain

Its: **Property & Contracts Manager**

ATTEST:

By: _____
Glen Vortherms

Its: **Assistant Secretary**

STATE OF ARIZONA)
) **ss:**
County of Maricopa)

On this 11th day of August, 2022, before me the undersigned Notary Public personally appeared Christine Cain and Glen Vortherms known to me to be the Property and Contracts Manager and Assistant Secretary of **MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE**, a political subdivision of the State of Arizona, and they, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Trena Messer
NOTARY PUBLIC

My Commission Expires:

Oct 19, 2025

TRENA MESSER
Notary Public - Arizona
Maricopa Co. / #613280
Expires 10/19/2025

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____

Its: _____

STATE OF ARIZONA)
) **ss:**
County of Maricopa)

On this _____ day of _____, 2022, before me the undersigned Notary Public personally appeared _____ known to me to be the _____ of **CITY OF GOODYEAR**, an Arizona municipal corporation, and they, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

_____
NOTARY PUBLIC

My Commission Expires:

_____

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

EXHIBIT "A"
PHX 70 DATA CENTER
INDIAN SCHOOL ROAD AND CITRUS ROAD
MWD LATERAL 14 SUBLATERAL C EASEMENT
CITY OF GOODYEAR

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26;

THENCE, UPON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 26 NORTH 89°59'45" EAST, A DISTANCE OF 105.00 FEET TO A LINE PARALLEL TO AND 105.00 EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, AND THE WEST BOUNDARY OF THE EXISTING MARICOPA WATER DISTRICT LATERAL 14 AND LATERAL 14 SUBLATERAL C EASEMENT AS DESCRIBED IN DOCUMENT NUMBER 20210536945 AND RECORDED MAY 13, 2021, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE, UPON SAID WEST EASEMENT BOUNDARY AND SAID PARALLEL LINE SOUTH 00°17'12" WEST, A DISTANCE OF 55.04 FEET TO THE SOUTH BOUNDARY OF SAID EXISTING MARICOPA WATER DISTRICT EASEMENT, AND ALSO BEING THE POINT OF BEGINNING (POB);

THENCE, CONTINUING UPON SAID SOUTH EASEMENT BOUNDARY SOUTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET TO A LINE PARALLEL TO AND 125.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE, UPON SAID PARALLEL LINE, SOUTH 00°17'12" WEST, A DISTANCE OF 80.00 FEET;

THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 20.00 FEET TO A LINE PARALLEL TO AND 105.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26 ALSO BEING NORTH 02°36'37" EAST, A DISTANCE OF 2589.85 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 26;

THENCE, UPON SAID PARALLEL LINE, NORTH 00°17'12" EAST, A DISTANCE OF 80.00 FEET, TO THE POINT OF BEGINNING (POB).

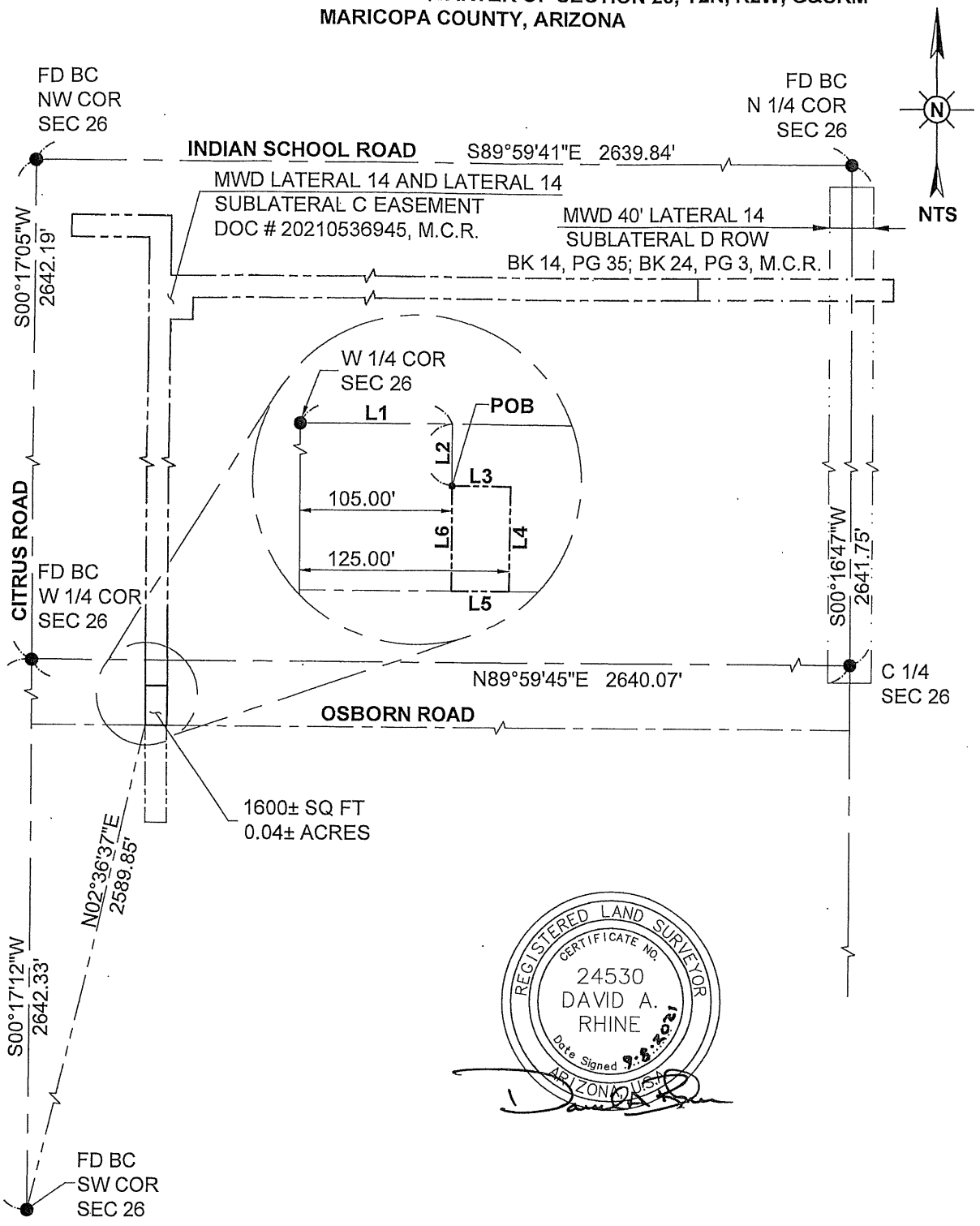
CONTAINING AN AREA OF 1600 MORE OR LESS SQUARE FEET (0.04 MORE OR LESS ACRES).

MWD APPROVED
CMC / 8/11/22
DE / 8/11/22
_____ / _____



GCE inc. GEORGE CAIRO ENGINEERING, INC. 1630 S. STAPLEY DR., SUITE 117 MESA, ARIZONA 85204 (480) 921 - 4080 www. gcairoinc.com	JOB NO: MWD - 60 MWD MARICOPA WATER DISTRICT 14825 WEST GRAND AVENUE SURPRISE, AZ 85374 (623) 546 - 8266	MARICOPA WATER DISTRICT EASEMENT PHX 70 DATA CENTER INDIAN SCHOOL RD AND CITRUS RD CITY OF GOODYEAR LATERAL 14 SUBLATERAL C — 1 OF 3

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, T2N, R2W, G&SRM MARICOPA COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
24530
DAVID A.
RHINE
Date Signed 9-8-2021
ARIZONA U.S.A.

GCE inc GEORGE CAIRO ENGINEERING, INC. 1630 S. STAPLEY DR., SUITE 117 MESA, ARIZONA 85204 (480) 921 - 4080 www. gcairoinc.com	JOB NO: MWD - 60 MWD MARICOPA WATER DISTRICT 14825 WEST GRAND AVENUE SURPRISE, AZ 85374 (623) 546 - 8266	MARICOPA WATER DISTRICT EASEMENT PHX 70 DATA CENTER INDIAN SCHOOL RD AND CITRUS RD CITY OF GOODYEAR LATERAL 14 SUBLATERAL C — 2 OF 3

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, T2N, R2W, G&SRM
MARICOPA COUNTY, ARIZONA

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°59'45"E	105.00'
L2	S00°17'12"W	55.04'
L3	S90°00'00"E	20.00'
L4	S00°17'12"W	80.00'
L5	N90°00'00"W	20.00'
L6	N00°17'12"E	80.00'

LEGEND

—— — —— SECTION LINE

—— — —— NEW MWD ESMT

—— - - —— - - —— EX MWD ESMT - MICROSOFT CORPORATION

—— — —— EX MWD 40' LATERAL 14 SUBLATERAL D ROW

—— · — — · —— PROPOSED MWD ESMT - AI ARIZONA DC, LLC

—— - - —— - - —— PROPOSED MWD ESMT - DRI FR GOODYEAR, LLC

NOTE:

THE BASIS OF BEARINGS IS REFERENCED FROM UNRECORDED FINAL PLAT FOR PHX70 - PV303, MARICOPA COUNTY, ARIZONA, PREPARED BY GILBERT LAND SURVEYING, PLC, SIGNED 1/27/2021.



GCE inc. GEORGE CAIRO ENGINEERING, INC. 1630 S. STAPLEY DR., SUITE 117 MESA, ARIZONA 85204 (480) 921 - 4080 www. gcairoinc.com	JOB NO: MWD - 60 MWD MARICOPA WATER DISTRICT 14825 WEST GRAND AVENUE SURPRISE, AZ 85374 (623) 546 - 8266	MARICOPA WATER DISTRICT EASEMENT PHX 70 DATA CENTER INDIAN SCHOOL RD AND CITRUS RD CITY OF GOODYEAR LATERAL 14 SUBLATERAL C — 3 OF 3

ITEM #: 9.
DATE: 08/29/2022
AI #:1033

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE EXPENDITURE UP TO $820,800 FOR THE PURCHASE OF MOTOROLA COMMUNICATION RADIOS

STAFF PRESENTER(S): Tim Wayne, Interim Fire Chief

SUMMARY

Request Council approval for the expenditure of FY2023 funds for the purchase of 70 Motorola communication radios and support equipment for sworn personnel and fire investigators.

Recommendation

Approve expenditure of funds up to $820,800 to purchase Motorola communication radios and support equipment for sworn personnel and fire investigators. (Tim Wayne, Interim Fire Chief)

FISCAL IMPACT

The FY22-23 Fire budget has an allocation of $820,800 for the procurement of Motorola communication radios and support equipment.

BACKGROUND AND PREVIOUS ACTIONS

Per city of Goodyear Resolution 08-1255, all expenditures of budgeted funds in excess of $500,000 must obtain Council approval.

The replacement of the radios and support equipment have been identified in the Asset Replacement Program, scheduled for replacement in FY23. This purchase funding was approved in the FY23 budget.

STAFF ANALYSIS

Motorola Solutions is the sole source vendor for the State of Arizona. This purchase is utilizing the state cooperative rate Goodyear contract #20-5313 / Arizona State contract # CTR046830 for communication equipment.

As part of the Automatic Aid system, the equipment standard is changing to the new model of radios and required support equipment. Motorola Solutions will not support the current radios beyond mid-year 2023.

The department’s current support equipment will not be compatible with the upgraded radios, therefore require replacement. The upgraded radios integrate with current self-contained breathing apparatus for optimal communication on emergency scenes. This provides clear

and seamless communication between crews operating in the hot zone and incident command.

ITEM #: 10.
DATE: 08/29/2022
AI #:1042

CITY COUNCIL ACTION REPORT

SUBJECT: MODIFICATIONS TO THE MULTI-PARTY AGREEMENT BETWEEN ARIZONA PUBLIC SERVICE COMPANY, GOODYEAR, AND BUCKEYE

STAFF PRESENTER(S): Barbara Chappell, Deputy Public Works Director

SUMMARY

Modifications to the Multi-Party Agreement between Arizona Public Service Company ("APS"), the City of Goodyear ("Goodyear") and the City of Buckeye ("Buckeye") to accept Municipal Brackish Water (Brine) into Palo Verde Nuclear Generating Station's ("PVGS") water reclamation supply system pipeline, previously approved by Council on July 18, 2022.

Recommendation

Approve the agreement regarding collaborative efforts to accept municipal brackish water in the water reclamation supply system by and between Arizona Public Service Company, the City of Goodyear and the City of Buckeye. (Barbara Chappell, Deputy Public Works Director)

FISCAL IMPACT

The cost to APS to complete a pilot test and design of improvements necessary for PVGS to accept brackish water into its water reclamation supply system and minimize impacts of this water supply to its operations is $2 million. This work will be administered by APS and the costs will be shared equally between the city of Goodyear and the City of Buckeye. However, the payment obligation is joint and several, so if Buckeye were to terminate this agreement, Goodyear would be responsible for the full amount of the payments outstanding at the time of the agreement.

Funds to cover Goodyear's $1 million share are available in approved FY2023 capital improvement project 60034 Brine Disposal.

BACKGROUND AND PREVIOUS ACTIONS

On July 18, 2022 the city council approved a Multi Party Agreement between Arizona Public Service Company ("APS"), the City of Goodyear ("Goodyear") and the City of Buckeye ("Buckeye") to accept Municipal Brackish Water (Brine) into Palo Verde Nuclear Generating Stations ("PVGS") water reclamation supply system pipeline (the "July 18, 2022 Brine Agreement"). The July 18, 2022 Brine Agreement provided for an enhanced evaporation pilot test and associated analysis using equipment from two different manufacturers, the development of designs that identify the equipment and sizing of infrastructure needed to allow

Goodyear and Buckeye to deliver brackish water to the PVGS water reclamation supply system pipeline ("WRSS") and to PVGS Water Resource Facility ("WRF") while mitigating the impacts of the introduction of the brackish water and cost estimates for purchase and installation of equipment and the construction of infrastructure improvements needed to implement the agreed upon design (the “Work”). If the pilot test confirms that improvements can be made to the WRSS and to the WRF that would allow Goodyear and Buckeye to deliver brackish water through the WRSS to the WRF, which then could be used for cooling purposes, and assuming there are no significant unexpected conditions, APS has agreed to enter into good faith negotiations for a long-term agreement that would allow Goodyear and Buckeye to distribute brackish water into the WRSS for use as cooling water for PVGS.

STAFF ANALYSIS

PVGS is co-owned by APS, Salt River Project Agricultural Improvement & Power District, El Paso Electric Company, Southern California Edison Corporation, Public Service Company of New Mexico, Southern California Public Power Authority and Los Angeles Department of Water & Power. After council approved the July 18, 2022, APS received comments with requested changes from some of the co-owners as conditions of their approval. Staff has reviewed the proposed changes, and have concluded that the changes do not modify the intent of the parties with respect to the terms of the agreement as reflected in the Council Action Report presented to council on July 18, 2022. Accordingly, Staff recommends approval of the current version agreement as it could lead to a brine solution that would be far less expensive than the alternative solution of installing centralized treatment of the concentrate adjacent to the Goodyear Water Reclamation Facility where the treatment would dewater the concentrate to a zero liquid discharge and could be disposed of in a landfill.

Attachments

Revised Agreement

Comparison

CAR for 7.18.22 meeting

AGREEMENT
REGARDING COLLABORATIVE EFFORTS TO ACCEPT MUNICIPAL BRACKISH WATER INTO THE WATER RECLAMATION SUPPLY SYSTEM PIPELINE

This Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline (hereinafter referred to as this "Agreement"), is executed by and between Arizona Public Service Company ("APS"), the City of Buckeye, a municipal corporation formed under the laws of Arizona ("Buckeye"), and the City of Goodyear, a municipal corporation formed under the laws of Arizona ("Goodyear") and made effective as of 4th, August, 2022 (the "Effective Date"). Buckeye and Goodyear are sometimes referred to individually as "Municipal Party" and collectively as the "Municipalities" and APS, Buckeye and Goodyear are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, Palo Verde Generating Stations ("PVGS") is a nuclear power plant, co-owned by APS, Salt River Project Agricultural Improvement & Power District, El Paso Electric Company, Southern California Edison Corporation, Public Service Company of New Mexico, Southern California Public Power Authority, and Los Angeles Department of Water & Power (the "Participants");

B. WHEREAS, PVGS has Nuclear Regulatory Commission approved operating licenses for nuclear Units 1, 2, and 3 which expire in 2045, 2046, and 2047 respectively;

C. WHEREAS, PVGS uses cooling water from municipal effluent delivered via the PVGS's water reclamation supply system pipeline ("WRSS") that runs through the municipal boundaries of Goodyear and Buckeye; the water is delivered to the PVGS Water Resources Facility ("WRF") where it is treated, stored, used for cooling and discharged into evaporation ponds;

D. WHEREAS, APS also provides cooling water from its WRF to the Redhawk Power Generation Station ("Redhawk");

E. WHEREAS, the WRSS supply pipeline is accessible from Goodyear's existing and/or future water treatment and reclamation facilities and will be accessible from Buckeye's existing and/or future water treatment and reclamation facilities;

F. WHEREAS, APS is the operating agent of PVGS, including the WRSS and WRF, which operates for the benefit of the Participants;

G. WHEREAS, because of the rising costs of effluent being used as cooling water, APS is interested in pursuing alternative sources of cooling water;

H. WHEREAS, Buckeye and Goodyear seek a method to dispose of the reject stream from reverse osmosis treatment of groundwater and Goodyear seeks a method to dispose of some or all of water discharged from cooling towers of industrial users operating in Goodyear (collectively with the reject stream water, "Brackish Water") into the WRSS, which conveys water from the 91st Avenue Wastewater Treatment facility to the PVGS WRF for use as cooling water;

I. WHEREAS, the Brackish Water generated by Goodyear is expected to have various constituents that are not treatable by the Goodyear water treatment and reclamation facilities, including but not limited to total dissolved solids ("TDS"), which will be used as an aggregate indicator for the various constituents and is representative of the water quality;

J. WHEREAS, the Brackish Water generated by Buckeye is expected to have various constituents that are not treatable by the Buckeye water treatment and reclamation facilities, including but not limited to TDS, which will be used as an aggregate indicator for the various constituents and is representative of the water quality;

K. WHEREAS, it is expected that Brackish Water from Goodyear will have TDS levels ranging between 6,000 and 8,000 mg/l;

L. WHEREAS, it is expected that Brackish Water from Buckeye will have TDS levels ranging between 9,000 and 15,000 mg/l;

M. WHEREAS water introduced by industrial users will not have a TDS exceeding that of the municipality in which the industrial user resides;

N. WHEREAS neither the municipalities nor any industrial users will be permitted to introduce water with hazardous materials that would cause PVGS to exceed the levels allowed in the applicable PVGS governmental authorization, including licenses and permits;

O. WHEREAS, a preliminary analysis of using Brackish Water to supplement cooling water at PVGS was undertaken, which produced a report issued on October 28, 2021, titled "Brine Management Report";

P. WHEREAS, the Brine Management Report (a) articulated viable technology options; (2) provided a comparative cost analysis that demonstrated the feasibility and identified some adverse impacts, of using Brackish Water as a source of cooling water for PVGS; and (c) provided broad estimated capital and operations and maintenance costs of improvements that would need to be made to the WRSS and WRF for Brackish Water to be used as a source of cooling water for PVGS;

Q. WHEREAS, the Parties desire to retain one or more consulting firms (each a "Service Provider"), for the purposes of completing the Work (as defined below) in furtherance of identifying mutually beneficial solutions using existing infrastructure operated by APS that provides APS an alternative source of cooling water for PVGS, and the Municipalities an alternative means for disposing of Brackish Water;

R. WHEREAS, APS has agreed to engage a Service Provider to prepare the project cost estimates, to be the sole counterparty to each Service Provider for those service contracts, and to utilize the funds discussed herein to pay the invoiced costs of preparing the designs and project cost estimates;

S. WHEREAS, prior to negotiating a definitive agreement for the full-scale implementation of the solution identified in the Brine Management Study, APS desires to conduct a pilot test to alleviate concerns regarding the impact of the enhanced evaporation equipment on air quality and ability to effectively control drift of salts and to ensure that this preferred technology can treat the projected Brackish Water flows without impacting PVGS's air quality permit status with reasonable compensatory measures and associated costs for control of drift;

T. WHEREAS, Goodyear's intent is to convey up to 1.7 million gallons per day (mgd) of Brackish Water through the WRSS by mid-2024 ("Goodyear's Initial Flows");

U. WHEREAS, subject to PVGS operational margins and design limitations, Goodyear's intent is to convey an additional up to 1.6 mgd of Brackish Water through the WRSS such that at full build-out, Goodyear will be delivering up to 3.3 mgd of Brackish Water thorough the WRSS ("Goodyear's Build-Out Flows");

V. WHEREAS, Buckeye's intent, subject to PVGS operational margins and design limitations, is to convey up to 0.5 mgd of Brackish Water through the WRSS initially ("Buckeye's Initial Flows') and additional flows after that;

W. WHEREAS PVGS cannot accept water deliveries to the WRSS during WRSS or WRF outages;

X. WHEREAS, the Parties envision that the project will be conducted in phases, which shall not be interpreted as a definitive schedule or timeline for preparing the project cost estimates or otherwise implementing the projects envisioned therein:

a. The first phase will consist of an enhanced evaporation pilot test and associated analysis, developing designs and equipment sizing, and further refinement of the project costs to enable the negotiation of a final agreement as set forth in more detail below;

b. The second phase will include: the final system design; the procurement of enhanced evaporation equipment; and the construction and installation of such equipment and the required infrastructure (pipelines and power supplies) to accommodate the initial project flows of Brackish Water from Buckeye and Goodyear;

c. Future phases to allow increased flows of Brackish Water from the Municipalities may consist of installing increased capacity to possibly include water recovery equipment, such as a mechanical vapor recompression ("MVR") system and/or a reverse osmosis system or other appropriate technology and associated construction activities; and

d. Given the critical nature of the system in terms of continued operation of PVGS, full system redundancy is required, with sufficient infrastructure, to account for premature equipment failure and/or downtimes, flow variations and weather events. The design of the system during the first phase and the completion of the design during the second phase will include the equipment and infrastructure needed for full-system redundancy, and the second phase will include the

procurement of necessary equipment and the installation and construction of all equipment and infrastructure needed to provide for full-system redundancy.

Y. WHEREAS, it is envisioned that the future phases described in Recital X, which may include a combination of technologies, would be negotiated separately based on the actual longevity of equipment, the Municipalities' projections of demand, and the possibility that additional municipalities may want to also participate; and

Z. WHEREAS, it is agreed that higher fidelity cost estimates, on the order of Level 3 or better per Association for the Advancement of Cost Engineering ("AACE"), are required to inform detailed contract negotiations. This Agreement addresses the procurement of and payment for the development of designs and project cost estimates. It also addresses the implementation of the pilot test and emissions analysis to inform future permitting actions and other compensatory measures necessary to complete future phases and inform future contract negotiations. This Agreement does not otherwise cover any work or activities other than the Work and activities described below.

I. AGREEMENT

NOW, THEREFORE, in consideration of the above-referenced Recitals and the covenants and agreements set forth in this Agreement and any attachments hereto, the Parties agree as follows:

1. APS shall provide the following in connection with this Agreement (collectively the "Work"):

    a. Project Management: APS shall select and retain the Service Providers and provide overall project management of Design Development as described in Section 2 below, development of the project cost estimates, and development and execution of the pilot testing and airborne release analysis. APS shall also coordinate with Redhawk to ensure design concepts are executable and compatible with its operational needs.

    b. Procurement of Goods and Services: APS will procure the necessary services and equipment to complete the Design Development set forth in Section 2 below, provide the project cost estimates for Phase 2 of the project as described in Recital X, install equipment needed for the pilot test, and undertake airborne release analysis.

    c. Pilot Testing: In coordination with the Service Provider, APS will develop a protocol for and implement a pilot test that will seek to confirm equipment reliability and longevity, equipment operation and maintenance costs, and material compatibility with the evaporation pond water. The pilot test will use available sources of electrical power.

2. Design Development. The designs will include at least the following:

    a. A conceptual site plan to include both enhanced evaporation and recovery of water with a system such as MVR to treat up to 3.3 mgd of Brackish

Water from Goodyear ("Goodyear's Build-Out Flows") and to treat Buckeye's anticipated flows of Brackish Water at build-out, which amounts shall be provided to APS within thirty (30) days of the effective date of this Agreement. The deliverable shall be a conceptual site plan to include a recovered water pipeline return to two Unit cooling tower systems;

b. A design for collecting and pumping excess Redhawk blowdown water to the PVGS evaporation ponds. The deliverable shall include bid set drawings and specifications. If this pipeline solution would violate PVGS' permits, alternative solutions will need to be explored and may be outside the scope of this Agreement;

c. A design to provide sufficient electrical power for hybrid treatment, to treat up to 3.3 mgd of Brackish Water from Goodyear ("Goodyear's Build-Out Flows") and to treat Buckeye's anticipated build-out flows, which amounts shall be provided to APS within thirty (30) days of the effective date of this Agreement, including recovery and enhanced evaporation which the Parties may undertake in the future. The deliverable shall include bid set drawings and specifications;

d. A design to reconnect the existing Goodyear interface to the WRSS and to provide a second connection to the WRSS – deliverable includes bid set drawings and specifications;

e. A design to provide an interface connection between Buckeye's future reverse osmosis facility and the WRSS – deliverable includes bid set drawings and specifications; and

f. An equipment purchase specification for enhanced evaporation equipment required to accommodate 1.7 mgd of Brackish Water from Goodyear (Goodyear's Initial Flows) and to accommodate 0.5 mgd of Brackish Water from Buckeye (Buckeye's Initial Flows").

3. Payment of Invoices. APS shall invoice the Municipalities for the actual cost of the Work as it is incurred. The invoice shall split the costs between the Municipalities equally. Notwithstanding the foregoing, if either Buckeye or Goodyear terminates its participation in this Agreement pursuant to Section 11, APS shall invoice the remaining Municipal Party 100% of the actual cost of the Work performed after the termination. The Parties agree that the Terms and Conditions provided below shall govern the performance of any and all Work, cost reimbursement, payment, or other activities contemplated or governed by this Agreement.

4. Future Agreement. APS agrees that if the pilot test confirms that improvements can be made to the WRSS and WRF to accommodate the use of Brackish Water as cooling water for PVGS without identifying reasonably unacceptable or significant, unexpected conditions, APS will enter into good faith negotiations for a long-term agreement, not to exceed the life of operating licenses for the PVGS operating units, with each Municipal Party that requests an agreement, to allow the Municipal Party or Municipalities to distribute Brackish Water into the WRSS for use as cooling water for PVGS. The agreement(s) will be on mutually acceptable terms, but will include a requirement that the Municipalities fund the

costs of the improvements to the WRF and WRSS needed for each to deliver their respective Brackish Water to the WRSS; to pay an access fee for use of the WRF and WRSS; to pay operating and maintenance costs to cover APS's additional costs of operating the systems and the maintenance, repair, and periodic replacement of the systems improvements; and to commit to deliver agreed-upon amounts of Brackish Water to the WRSS. If agreed to, the long-term agreement shall provide for periodic modifications to the operating and maintenance costs, which shall be based on documented costs provided by APS. If agreed to, the long-term agreement shall also provide for contingencies should unexpected impacts to the WRSS or WRF beyond what was identified in the brine study be encountered following placing the system in-service. If no reasonably unacceptable or significant, unexpected conditions were identified and APS declines to enter into good faith negotiations for the long-term agreement referenced above, APS agrees (a)to reimburse each Municipal Party for the costs it incurred under this Agreement, less the value of the intellectual property, which may be refunded if the license to the intellectual property is terminated in accordance with Section 10 below, and (b) to not accept reject streams from reverse osmosis treatment of groundwater or any other streams of water from any third party for a period of three (3) years following the Effective Date. The Parties agree that the remedy prescribed by this Section 4 shall be the Municipalities' sole and exclusive remedy for APS's refusal to enter into good faith negotiations for the long-term agreement described herein. This provision shall survive the expiration of this Agreement.

5. Third Parties. The longterm agreement, if entered into by the Parties, will also provide that APS will not accept reject streams from reverse osmosis treatment of groundwater or any other streams of water from other entities ("Additional Brine Owners") if doing so will result in Goodyear not being able to deliver up to 3.3 mgd of Brackish Water into the WRSS (Goodyear's Build-Out Flows) and/or Buckeye's anticipated flows of Brackish Water at build-out, which amounts shall be provided to APS within thirty (30) days of the effective date of this Agreement. This provision shall survive the expiration of this Agreement.

6. Entry Fee. APS shall not allow Additional Brine Owners to deliver reject streams from reverse osmosis treatment of groundwater or other streams of water into the WRSS unless each Additional Brine Owner pays an Entry Fee, as defined below, and APS shall not enter into any such agreement with any Additional Brine Owner until (a) the Work under this Agreement has been completed and APS has been fully paid for such Work, or (b) this Agreement has been terminated by the Municipalities under Section 11(b) or by APS under Section 11(c). The Entry Fee is to be determined using the formula below:

   Entry Fee = P/N
   P = the total costs invoiced under this Agreement
   N = 2 + the number of Additional Brine Owners that have contracted to begin delivering water into the WRSS

   APS will then divide the Entry Fee equally between the Municipalities and any Additional Brine Owners that have contracted to begin delivering water into the WRSS.

So, for example, if the total cost invoiced under this agreement is $1.2 million, the first Additional Brine Owner's Entry Fee will be calculated as follows:

> Entry Fee = 1,200,000/(2+1) So the Entry Fee for each party (Goodyear, Buckeye and the Additional Brine Owner) = $400,000 and APS will reimburse $200,000 to Goodyear and $200,000 to Buckeye.

This provision shall survive the expiration or earlier termination of this Agreement by the Municipalities under Section 11(b) or by APS under Section 11(c).

II. TERMS AND CONDITIONS

7. Term.

This Agreement shall have a term that commences upon the Effective Date and expires upon completion of the Work (estimated to be within twelve (12) months of the Effective Date of this Agreement), the dissemination to the Parties of the work product produced, including all reports and all information and/or conclusions specific to such Parties, and full satisfaction of the Municipalities' payment obligations hereunder.

8. Price and Payment.

a. As long as they are Parties to this Agreement, the Municipalities are jointly and severally liable for reimbursing APS the full costs incurred by APS under this Agreement. APS represents that it will not accept double recovery for any of the Work performed under this Agreement. Except as otherwise provided in the Agreement, the Municipalities will each pay 50% of the actual cost of the Work. The total cost of the Work under this Agreement shall not exceed $2,000,000. In the case that the total cost of Work is expected to exceed $2,000,000, APS will obtain approval from the Municipalities before proceeding with the Work.

b. Estimated Price of Goods and Services. Price estimates are provided in Attachment A, and the total cost of the Work under the Agreement is estimated to be $1,650,000.

c. Invoicing. APS shall submit invoices to the Municipalities billing each Municipal Party 50% of the cost of the Work performed. Such invoices shall contain: (A) a reference to this Agreement; (B) a description of the goods and services covered by the invoice; and (C) any reasonable documentation including, but not limited to, invoices provided to APS by the Service Provider. Invoices must be submitted to:

City of Goodyear
Accounts Payable
1900 No. Civic Square
Goodyear, AZ 85395

City of Buckeye
Water Resources Accounts Payable

21749 W. Yuma Road, Suite 107
Buckeye, AZ 85326

d. Payment Terms. The Municipalities shall pay amounts due to APS within thirty (30) days following the receipt of an invoice. Such payments shall be submitted to:

Arizona Public Service Company
P.O. Box 53920 Sta. 9996
Phoenix, AZ 85072-3920

9. Confidentiality.

a. Duty of Non-Disclosure. The confidentiality and non-disclosure obligations and rights of the Parties pursuant to this Agreement are set forth in the Confidentiality & Non-Disclosure Agreement attached hereto as Exhibit B, which is hereby incorporated by reference as if part of this Agreement.

b. Use of APS's Name. Neither the Municipalities nor any personnel, employee, or other agent of the Municipalities shall use APS's name, trademarks, facility names, or photographs of APS property in any marketing materials, customer lists, or other public documents or publicly accessible locations, without APS's prior written consent, which may be withheld by APS in its sole discretion.

10. Intellectual Property.

a. Pre-existing Intellectual Property. Rights to any and all intellectual property conceived, authored, made, or reduced to practice by any Party prior to performing under this Agreement, are and will remain that Party's property.

b. New Intellectual Property. Copies of all reports, data, or final documentation generated as a result of this Agreement or otherwise provided or assigned to APS by the Service Provider (the "Intellectual Property") shall be provided to the Municipalities. APS shall have ownership rights to the results of any reports, data, or final documentation generated as a result of this Agreement or otherwise provided or assigned to APS by the Service Provider as works for hire (the "Intellectual Property"). Upon payment in full of all amounts due under this Agreement by the Municipalities, APS will grant a paid-in-full, non-exclusive, non-sublicensable, and non-transferrable license to the Intellectual Property to the Municipalities. If APS refuses to enter into good faith negotiations for the long-term agreements as set forth in Section 4 above and/or future agreements as contemplated by Recital X, each Municipal Party may, at its sole discretion, retain the license and use the Intellectual Property for the use of its own brackish water treatment system, or terminate the license and return the Intellectual Property, and upon receipt thereof, APS shall pay a license refund fee to such Municipal Party of $300,000 (three hundred thousand dollars). For the avoidance of doubt, one Municipal Party may choose to terminate its license and the other may maintain its license. This provision shall survive the expiration of this Agreement.Termination.

a. Payment Obligation Following Termination. Termination by either Buckeye or Goodyear will not obviate the terminating Party's obligation to pay for services already rendered by APS or any Service Provider prior to the Termination.

b. Termination for Convenience. Each Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the non-terminating Parties. The Termination will become effective on the 30th day after the notice is received by the non-terminating Parties unless expressly set for a later date in the notice. In the event that either Municipal Party terminates this Agreement for convenience, APS will invoice the terminating Party for Work performed prior to the Termination not previously invoiced. In the event APS terminates this Agreement for convenience, APS shall, as the Municipalities' sole and exclusive remedy for such termination, reimburse the Municipalities the invoiced amounts each paid APS under this Agreement.

c. Termination for Cause. In the event of a material breach of this Agreement, the non-breaching Parties may terminate this Agreement as to the breaching Party if such breach continues uncured for a period of forty-five (45) days following receipt of written notice from the non-breaching Parties.

11. Designated Representative and Notice.

All communications relating to the day-to-day activities under this Agreement shall be between the designated representatives, specified below. Any other notices required under this Agreement will be sent to the individuals identified below, by email and certified mail, return receipt requested. Notices will be effective on the date the certified mail is delivered.

If to APS:
Arizona Public Service Company
Attn: Brad Berles, General Manager, Water Resources
5871 S. Wintersburg Rd., MS 7602
Tonopah, AZ 85354

With a copy to:
Arizona Public Service Company
Attn: General Counsel
400 North Fifth Street, MS 8695
Phoenix, AZ 85004

If to City of Goodyear:
City of Goodyear
Attn: City Manager
1900 No. Civic Square
Goodyear, AZ 85395

With a copy to:
City of Goodyear
Attn: Director of Public Works

4980 So. 157th Avenue
Goodyear, AZ 85395
and

With a copy to:
City of Goodyear
Attn: City Attorney
1900 No. Civic Square
Goodyear, AZ 85395

If to City of Buckeye:
City of Buckeye
Attn: City Manager
530 East Monroe Avenue
Buckeye, AZ 85326

With a copy to:
City of Buckeye
Attn: Water Resources Director
21749 West Yuma Road, Suite 107
Buckeye, AZ 85326

and

With a copy to:
Gust Rosenfeld, P.L.C.
Attn: Shiela B. Schmidt
One East Washington Street, Suite 1600
Phoenix, AZ 85004

Designated Representatives:

For APS - Brad Berles
General Manager, Palo Verde Water Resources
5871 South Wintersburg Road,
Tonopah, AZ 85354, M.S. 7602
623.393.6607

For Goodyear – Barbara Chappell
Deputy Public Works Director
4980 S. 157th Avenue
Goodyear, AZ 85338

For Buckeye – Terry Lowe, Director
Water Resources Department, City of Buckeye
tlowe@buckeyeaz.gov

12. Entire Agreement, Amendments.

Except as otherwise stated herein, this Agreement constitutes the entire

agreement of the Parties with respect to its subject matter, supersedes all prior agreements, and may not be amended except in writing signed by an authorized representative of each Party. Also incorporated by reference herein are the following attachments:

- Attachment A (Estimated Costs)
- Attachment B (Confidentiality & Non-Disclosure Agreement)

13. Indemnification.

Except as provided herein, and to the extent permitted by law, the Municipalities agree to indemnify, defend, and hold APS harmless against any liabilities APS incurs to the Service Provider(s) that arise from, are alleged to have arisen from, or are related to APS' role as project manager for the Work under this Agreement, so long as any underlying action or failure to act was within the scope of the obligations and authority of APS under this Agreement, or otherwise taken or not taken in the reasonable and good faith belief that such action or failure to act was in accordance with APS' obligations and authority under this Agreement or otherwise in the best interests of the Municipalities (the "Indemnification"). The Indemnification provided herein does not apply to any liability or claims arising from, alleged to have arisen from, or that are related to any of the following: (i) a loss of service; (ii) damage to any APS equipment and/or APS Facility; (iii) damage to any Redhawk equipment and/or Redhawk facility; and (iv) any breach of the contract between APS and any Service Provider, unless that breach was caused, in whole or in part, by any action of the Municipalities that the Municipalities knew, or should have known, could cause the breach. This indemnity shall include reasonable costs of defense, including reasonable attorneys' fees, of any such claim. Each of the Parties shall provide prompt notice of any claim subject to Indemnification hereunder, but failure to give such prompt notice shall not be a defense to any indemnification obligation under this Agreement, except to the extent that any Party can prove actual prejudice from such delay.

14. Miscellaneous.

a. No Joint Venture. Nothing in this Agreement shall constitute or be construed to be or to create a partnership or joint venture relationship between the Parties. No Party shall make any statement or take any action that is inconsistent with the provisions of this Section. It is understood and agreed that the management and control of the contracts between APS and the Service Provider shall remain, at all times, under the exclusive control of those entities.

b. No Waiver. No statement, course of conduct, course of dealing, or other action will be construed as a waiver. Any waiver must be in writing and signed by the Party granting the waiver.

c. Assignment. The Municipalities will not assign its rights or delegate its duties under this Agreement without the prior written consent of APS, which APS may withhold at its sole discretion. Any assignment or delegation by the Municipalities in breach of this provision is void.

d. Limitation of Liability. No Party will be liable to another Party for any indirect, consequential, special, or punitive damages or lost profits in connection with this Agreement. The foregoing notwithstanding, to the extent that one Party is entitled to indemnification from the other Party in connection with a third-party claim, any damage awarded to the third party (direct, consequential, or otherwise), will be deemed to be direct damages of the indemnified Party, for which the indemnifying Party will be liable.

e. Survival of Obligations and Liabilities. Termination or expiration of this Agreement shall not relieve any Party of any obligation that expressly or by implication survives termination or expiration, including but not limited to: Indemnification, Limitation of Liability,, Confidentiality, Governing Law, Dispute Resolution, and Attorneys' Fees.

f. Third-Party Beneficiaries. Except as specifically provided for below, this Agreement does not create any rights exercisable by any third party.

g. Participants as Third-Party Beneficiaries. When entering into this Agreement on behalf of the Participants, APS is acting as the Participants' agent. All benefits, rights, and remedies of APS under this Agreement, including those pertaining to indemnity, confidentiality, insurance, and ownership, will also inure to the benefit of the Participants.

h. Governing Law. This Agreement shall be governed by and interpreted under Arizona law, without regard to any conflict of laws provision. Any legal suit, action, or proceeding arising directly or indirectly out of this Agreement shall be initiated in state or federal court in Maricopa County, Arizona. The Municipalities voluntarily waive their claims of sovereign or governmental immunity from claims and liabilities arising under this Agreement to the extent permitted under law.

i. Dispute Resolution. In the event of a dispute, a representative of each Party to the dispute who has the authority to resolve the dispute will meet within fourteen (14) days after either Party gives the other Party written notice of the dispute. The Parties to the dispute shall use their best efforts to resolve the dispute. If the Parties do not reach a resolution within thirty (30) days following the first meeting of the Parties, either Party may pursue arbitration or litigation. Notwithstanding the foregoing, either Party may bring an immediate suit for breach of the confidentiality obligations of this Agreement. If a dispute becomes the subject of litigation, each Party waives its right to a jury trial.

j. Attorneys' Fees. The prevailing Party in any proceeding will be entitled to recover its reasonable attorneys' fees and associated costs and expenses.

k. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the rest of this Agreement shall remain in full force and effect.

l. Interpretation. This Agreement shall be interpreted without regard to factors such as the Party who prepared it or the relative bargaining power

of the Parties.

m. Counterparts. This Agreement may be executed using two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same Agreement. This Agreement shall be deemed executed and delivered upon the exchange of executed scanned signature pages transmitted by electronic mail.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

NAME: _____

TITLE: _____

Wiser, Terry L(Z08356) Digitally signed by Wiser, Terry L(Z08356) Date: 2022.08.04 06:17:33 -07'00'

CITY OF GOODYEAR

SIGNATURE: _____
Julie Karins, City Manager

CITY OF BUCKEYE

SIGNATURE: _____
Eric. W. Orsborn, Mayor

ATTEST City of Goodyear

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ATTEST City of Buckeye

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C.,
City Attorneys

"ATTACHMENT A"
TO
AGREEMENT

Estimated Costs

Estimated Costs Item	Likely Entity	Estimate
Conceptual Designs	WaterWorks	$ 497,803
Project Management & Eng	Internal	$ 150,110
Pilot Test (equipment)	Minetek	$ 510,721
Pilot Test (installation)	DZ	$ 140,000
Pilot Test (installation)	Tiffany	$ 35,000
Survey/analysis airborne release	Trinity Consult.	$ 80,000
Permitting Costs	APS	$ 20,000
Other Pilot Test Costs	Maintenance	$ 16,000
Contingency	14%	$ 200,366
Total		$ 1,650,000

"ATTACHMENT B"
TO
AGREEMENT

Confidentiality & Non-Disclosure Agreement

Confidentiality & Non-Disclosure Agreement

This Confidentiality & Non-Disclosure Agreement ("Agreement"), effective as of 4th August, 2022 is between Arizona Public Service Company, an Arizona corporation ("APS"), in its capacity as co-owner and operating agent for Palo Verde Generating Station ("PVGS"), the City of Goodyear ("Goodyear"), a municipal corporation formed under the laws of the state of Arizona, and the City of Buckeye ("Buckeye"), a municipal corporation formed under the laws of the state of Arizona. The parties to this Agreement may be referred to individually as a "Party" and collectively as the "Parties."

Unless specifically set forth herein, all capitalized terms will have the same definition as provided in the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline (the "Project Agreement") to which this Agreement is attached as Attachment B.

The Parties desire to retain one or more Service Providers for the purposes of completing the Work (in furtherance of mutually beneficial solutions using existing infrastructure operated by APS that provides APS an alternative source of cooling water for Palo Verde Generating Station, and the Municipalities an alternative means for disposing of their Brackish Water (the "Purpose"). In furtherance of the Purpose, the Parties may acquire new or disclose existing confidential, trade secret, and proprietary information to one another and to one or more of the Service Providers. APS will be disclosing certain confidential and/or proprietary information relating to this Purpose and Service Provider will gather data related to this Purpose, both at PVGS and at wastewater treatment facilities owned or controlled by Goodyear or Buckeye (collectively, the "Confidential Information").

Therefore, in reliance on the commitments and obligations set forth herein, the parties agree as follows:

1. This Agreement governs Confidential Information disclosed or gathered by the Parties or Service Providers about the facilities owned or controlled by the Parties, consistent with the Purpose, following the Effective Date and until this Agreement is terminated through express written mutual consent of all of the Parties to this Agreement. The Parties may disclose one another's Confidential Information to the Service Providers in writing, orally, visually, or in any other manner that is not amenable to writing, and as such is covered by the disclosure restrictions provided in this Agreement. Confidential Information may also be gathered by the Parties and the Service Provider through engineering field studies, laboratory analysis, or other measures, and as such is covered by the disclosure restrictions provided in this Agreement. The information, data, and analyses contained in any preliminary, draft, or final report, or other results of the Work shall be considered trade secret, proprietary, and confidential information, and as such shall be considered Confidential Information for the purposes of this Agreement.

2. No Party will use or disclose to any third party, except by express written authorization from a disclosing Party, any Confidential Information in any manner except for the Purpose, and will require that its employees and agents who have access to such Confidential Information

maintain such information as strictly confidential subject to the same restrictions imposed by this Agreement. By way of example, but not limitation, no Party shall be allowed to use Confidential Information in connection with any patent application, for any commercial purpose, or for the benefit of any third party. All of the Parties' obligations regarding any Confidential Information received pursuant to this Agreement shall survive until such time as this Agreement is terminated through the mutual express written consent of the Parties to this Agreement.

3. A Party's obligations under paragraph 2 will not apply if the Party can show, with clear and convincing written evidence, that the Confidential Information received hereunder:

   a) was already known to said Party prior to the time of first disclosure pursuant to the Purpose; or

   b) at the time of disclosure, the information is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by a given Party; or

   c) is received in good faith, without any obligation of confidentiality from a third party having a legal right to disclose the same; or

   d) is independently developed by a given Party by individuals without otherwise having access to such Confidential Information.

4. A Party's obligations under paragraph 2 will not apply under the following circumstances:

   a) the Party is subject to Arizona's public records law and has received a request for public records under Arizona State Law that would apply to Confidential Information, provided however, the Party in question promptly notifies the other Parties of the request in advance of such disclosure to allow such Parties to file for a protective order with a court of competent jurisdiction. If the Party receiving a request for public records has not received evidence that a request for a protective order was filed with a court of competent jurisdiction within 30 days of the date of such notice, the Party that received the public records request shall disclose only that Confidential Information necessary to comply with said public records request. If a request for a protective order is filed, the Party will not release the records requested until ordered to do so by the court or until the case is dismissed; or

   b) with regard to disclosure to a legal or regulatory authority, such disclosure is required to be disclosed by a given Party pursuant to a legally enforceable order, law, subpoena, or other regulation ("Order"), provided, however, that the Party in question promptly notifies the other Parties in advance of such disclosure and discloses only that Confidential Information necessary to comply with said Order.

5. ALL INFORMATION FROM THE PARTIES IS PROVIDED, OR THAT IS GATHERED BY THE SERVICE PROVIDER, "AS IS" AND WITHOUT WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY SORT, EXPRESSED OR IMPLIED.

6. This Agreement will not be construed to create any obligation on the part of any Party hereto to retain the other Party's services or to compensate the other Party in any manner, except as may be set forth by a separate written agreement duly executed by authorized representatives of the Parties hereto.

7. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law, subject to the restrictions in paragraph 4(a) and 4(b) of this Agreement.

8. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof, and no amendment or modification to this Agreement shall be valid or binding upon the parties unless made in writing and signed by each party, except that in the case of a conflict between this Agreement and the Project Agreement, the terms of the Project Agreement will govern. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronically transmitted and imaged copy signatures will be fully binding and effective for all purposes.

9. This Agreement shall be effective upon the latest date of execution by all Parties to the Agreement, and shall expire three years from, either the completion of the Work or the completion of any water treatment projects that result therefrom, if any, whichever is later, unless terminated earlier through mutual written amendment to this Agreement.

*** *Signature page to follow* ***

CITY OF BUCKEYE, an Arizona municipal corporation By: _____ Name: _____ Title: _____ Date: _____	**CITY OF GOODYEAR, an Arizona municipal corporation** By: _____ Name: _____ Title: _____ Date: _____
ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation By: _____ Name: _____ Title: _____ Date: _____ Wiser, Terry L(Z08356) Digitally signed by Wiser, Terry L(Z08356) Date: 2022.08.04 06:21:25 -07'00'	

APPROVED AS TO FORM:

_____
Goodyear City Attorney

ATTEST:

_____
Goodyear City Clerk

APPROVED AS TO FORM:

_____
Buckeye City Attorney

ATTEST:

_____
Buckeye City Clerk

AGREEMENT
REGARDING COLLABORATIVE EFFORTS TO ACCEPT MUNICIPAL BRACKISH WATER INTO THE WATER RECLAMATION SUPPLY SYSTEM PIPELINE

This Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline ~~("WRSS")~~ (hereinafter referred to as this "Agreement"), is executed by and between Arizona Public Service Company ("APS"), the City of Buckeye, a municipal corporation formed under the laws of Arizona ("Buckeye"), and the City of Goodyear, a municipal corporation formed under the laws of Arizona ("Goodyear") and made effective ~~-~~as of ~~——~~4th, August, 2022 (the "Effective Date"). Buckeye and Goodyear are sometimes referred to individually as "Municipal Party" and collectively as the "Municipalities" and APS, Buckeye and Goodyear are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, Palo Verde Generating Stations ("PVGS") is a nuclear power plant, co-owned by APS, Salt River Project Agricultural Improvement & Power District, El Paso Electric Company, Southern California Edison Corporation, Public Service Company of New Mexico, Southern California Public Power Authority, and Los Angeles Department of Water & Power (the "Participants");

B. WHEREAS, PVGS has Nuclear Regulatory Commission approved operating licenses for nuclear Units 1, 2, and 3 which expire in 2045, 2046, and 2047 respectively;

C. WHEREAS, PVGS uses cooling water from municipal effluent delivered via the PVGS's ~~WRSS~~water reclamation supply system pipeline ("WRSS") that runs through the municipal boundaries of Goodyear and Buckeye; the water is delivered to the PVGS Water Resources Facility ("WRF") where it is treated, stored, used for cooling and discharged into evaporation ponds;

D. WHEREAS, APS also provides cooling water from its WRF to the Redhawk Power ~~D.~~Generation Station ("Redhawk");

E. WHEREAS, the WRSS supply pipeline is accessible from Goodyear's existing and/or future water treatment and reclamation facilities and will be accessible from Buckeye's existing and/or future water treatment and reclamation facilities;

F. WHEREAS, APS is the ~~Operating Agent~~operating agent of PVGS, including the WRSS and WRF, which operates for the benefit of the Participants;

G. WHEREAS, because of the rising costs of effluent being used as cooling water, APS is interested in pursuing alternative sources of cooling water;

H. WHEREAS, Buckeye and Goodyear seek a method to dispose of the reject stream from reverse osmosis treatment of groundwater and Goodyear seeks a method to dispose of some or all of water discharged from cooling towers of industrial users operating in Goodyear ~~("~~(collectively with the reject stream water, "Brackish Water") into the WRSS ~~Pipeline~~, which conveys water from the 91st Avenue Wastewater Treatment facility to the PVGS WRF for use as cooling water;

I. WHEREAS, the Brackish Water generated by Goodyear is expected to have various constituents that are not treatable by the Goodyear water treatment and reclamation facilities, including but not limited to ~~Total Dissolved Solids~~total dissolved solids ("TDS~~")~~"), which will be used as an aggregate indicator for the various constituents and is representative of the water quality;

J. WHEREAS, the Brackish Water generated by Buckeye is expected to have various constituents that are not treatable by the Buckeye water treatment and reclamation facilities, including but not limited to ~~Total Dissolved Solids ("TDS")~~TDS, which will be used as an aggregate indicator for the various constituents and is representative of the water quality;

K. WHEREAS, it is expected that Brackish Water from Goodyear will have TDS levels ranging between 6,000 and 8,000 mg/l;

L. WHEREAS, it is expected that Brackish Water from Buckeye will have TDS levels ranging between 9,000 and 15,000 mg/l;

M. WHEREAS water introduced by industrial users will not have a TDS exceeding that of the municipality in which the industrial user resides;

N. WHEREAS neither the municipalities nor any industrial users ~~may~~will be permitted to introduce water with hazardous materials that would cause PVGS to exceed the levels allowed in the applicable PVGS governmental authorization, including licenses and permits;

O. WHEREAS, a preliminary analysis of using Brackish Water to supplement cooling water at PVGS was undertaken, which produced a report issued on October 28, 2021, titled "Brine Management Report";

P. WHEREAS, the Brine Management Report (a) articulated viable technology options ~~and~~; (2) provided a comparative cost analysis~~,~~ that demonstrated the feasibility and identified some adverse impacts, of using Brackish Water as a source of cooling water for PVGS; and (c) provided broad estimated capital and operations and maintenance costs of improvements that would need to be made to the WRSS and WRF for Brackish Water to be used as a source of cooling water for PVGS;

Q. WHEREAS, the Parties desire to retain one or more consulting firms (each a "Service Provider"), for the purposes of completing the Work (as defined below) in furtherance of identifying mutually beneficial solutions using existing infrastructure operated by APS that provides APS an alternative source of cooling water for PVGS, and the Municipalities an alternative means for disposing of ~~their~~ Brackish Water;

R. WHEREAS, APS has agreed to engage a Service Provider to prepare the project cost estimates, to be the sole counterparty to each Service Provider for those service contracts, and to utilize the funds discussed herein to pay the invoiced costs of preparing the designs and project cost estimates;

S. WHEREAS, prior to negotiating a definitive agreement for the full-scale implementation of the solution identified in the Brine Management Study, APS desires to conduct a pilot test to alleviate concerns regarding the impact of the enhanced evaporation equipment on air quality and ability to effectively control drift of salts~~,~~ and to ensure that this preferred technology can treat the projected Brackish Water flows without impacting PVGS's air quality permit status with reasonable compensatory measures and associated costs for control of drift;

~~S.~~T. WHEREAS, Goodyear's intent is to convey up to 1.7 million gallons per day (mgd) of Brackish Water through the WRSS by mid-2024 ("Goodyear's Initial Flows");

~~T.~~U. WHEREAS, subject to PVGS operational margins and design limitations, Goodyear's intent is to convey an additional up to 1.6 mgd of Brackish Water through the WRSS such that at full build-out, Goodyear will be delivering up to 3.3 mgd of Brackish Water thorough the WRSS ("Goodyear's Build-Out Flows");

~~U.~~V. WHEREAS, Buckeye's intent, subject to PVGS operational margins and design limitations, is to convey up to 0.5 mgd of Brackish Water through the WRSS initially ("Buckeye's Initial Flows') and additional flows after that;

~~V.~~W. WHEREAS PVGS cannot accept water deliveries to the WRSS during WRSS or WRF outages;

~~W.~~X. WHEREAS, the Parties envision that the project will be conducted in phases, which shall not be interpreted as a definitive schedule or timeline for preparing the project cost estimates or otherwise implementing the projects envisioned therein:

a. The first phase will consist of an enhanced evaporation pilot test and associated analysis, developing designs and equipment sizing, and further refinement of the project costs to enable the negotiation of a final agreement as set forth in more detail below;

b. The second phase will include: the final system design; the procurement of enhanced evaporation equipment; and the construction and installation of such equipment and the required infrastructure (pipelines and power supplies) to accommodate the initial project flows of Brackish Water from Buckeye and Goodyear;

c. Future phases to allow increased flows of Brackish Water from the Municipalities may consist of installing increased capacity to possibly include water recovery equipment, such as a ~~Mechanical Vapor Recompression~~mechanical vapor recompression ("MVR") system and/or a reverse osmosis system or other appropriate technology and associated construction activities; and

d. Given the critical nature of the system in terms of continued operation of PVGS, full system redundancy is required, with sufficient infrastructure, to account for premature equipment failure and/or downtimes, flow variations and weather events. The design of the system during the first phase and the completion of the design during the second phase~~,~~ will include the equipment and infrastructure needed

for full-system redundancy, and the second phase will include the

procurement of necessary equipment and the installation and construction of all equipment and infrastructure needed to provide for full-system redundancy.

~~X.~~Y. WHEREAS, it is envisioned that the future phases described in Recital X, which may include a combination of technologies, would be negotiated separately based on the actual longevity of equipment, the Municipalities' projections of demand, and the possibility that additional municipalities may want to also participate; and

~~Y.~~Z. WHEREAS, it is agreed that higher fidelity cost estimates, on the order of Level 3 or better per Association for the Advancement of Cost Engineering ("AACE"), are required to inform detailed contract negotiations. This Agreement addresses the procurement of and payment for the development of designs and project cost estimates. It also addresses the implementation of the pilot test and emissions analysis to inform future permitting actions and other compensatory measures necessary to complete future phases and inform future contract negotiations. This Agreement does not otherwise cover any work or activities other than the ~~work~~Work and activities described below.

I. AGREEMENT

NOW, THEREFORE, in consideration of the above-referenced Recitals and the covenants and agreements set forth ~~below, including without limitation the Terms and Conditions provided below and the Attachments contained herein~~in this Agreement and any attachments hereto, the Parties agree as follows:

1. APS shall provide the following in connection with this Agreement (collectively the ~~"Work"):~~ "Work"):

    a. Project Management: APS shall select and retain the Service Providers and provide overall project management of Design Development as described in Section 2 below, development of the project cost estimates, and development and execution of the pilot testing and airborne release analysis. APS shall also coordinate with Redhawk to ensure design concepts are executable and compatible with its operational needs.

    b. Procurement of Goods and Services: APS will procure the necessary services and equipment to complete the Design Development set forth in Section 2 below, provide the project cost estimates for Phase 2 of the project as described in Recital ~~U~~X, install equipment needed for the pilot test, and undertake airborne release analysis.

    c. Pilot Testing: In coordination with the Service Provider, APS will develop a protocol for and implement a pilot test that will seek to confirm equipment reliability and longevity, equipment operation and maintenance costs, and material compatibility with the evaporation pond water. The pilot test will use available sources of electrical power.

2. Design Development. The designs will include at least the following:

a. A conceptual site plan to include both enhanced evaporation and recovery of water with a system such as MVR to treat up to 3.3 mgd of Brackish water from Goodyear ("Goodyear's Build-Out Flows") and to treat Buckeye's anticipated flows of Brackish Water at build-out, which amounts shall be provided to APS within thirty (30) days of the effective date of this Agreement. The deliverable shall be a conceptual site plan to include a recovered water pipeline return to two Unit cooling tower systems;

~~a.~~b. A design for collecting and pumping excess Redhawk blowdown water to the PVGS evaporation ponds. The deliverable shall include bid set drawings and specifications. If this pipeline solution would violate PVGS' permits, alternative solutions will need to be explored and may be outside the scope of this Agreement;

~~b.~~c. A design to provide sufficient electrical power for hybrid treatment, to treat up to 3.3 mgd of Brackish Water from Goodyear ("Goodyear's Build-Out Flows") and to treat Buckeye's anticipated build-out flows, which amounts shall be provided to APS within thirty (30) days of the effective date of this Agreement, including recovery and enhanced evaporation which the Parties may undertake in the future. The deliverable shall include bid set drawings and specifications;

~~c.~~d. A design to reconnect the existing Goodyear interface to the WRSS and to provide a second connection to the WRSS – deliverable includes bid set drawings and specifications;

~~d.~~e. A design to provide an interface connection between Buckeye's future reverse osmosis facility and the WRSS – deliverable includes bid set drawings and specifications; and

~~e.~~f. An equipment purchase specification for enhanced evaporation equipment required to accommodate 1.7 mgd of Brackish Water from Goodyear (Goodyear's Initial Flows) and to accommodate 0.5 mgd of Brackish Water from Buckeye (Buckeye's Initial Flows").

~~1.~~3. ~~.~~ Payment of Invoices. APS shall invoice the Municipalities for the actual cost of the Work as it is incurred. The invoice shall split the costs between the Municipalities equally. Notwithstanding the foregoing, if either Buckeye or Goodyear ~~terminate the~~terminates its participation in this Agreement pursuant to Section 11, APS shall invoice the remaining Municipal Party 100% of the actual cost of the Work performed after the termination. The Parties agree that the Terms and Conditions ~~–~~provided below shall govern the performance of ~~–~~any ~~–~~and ~~–~~all Work,~~—~~ cost reimbursement, payment, or other activities contemplated or governed by this Agreement.

~~2.~~4.
~~Commitment to~~ Future Agreement. APS agrees that if the pilot test confirms that improvements can be made to the WRSS and WRF to accommodate the use of Brackish Water as cooling water for PVGS without identifying reasonably unacceptable or significant, unexpected conditions, APS will enter into good faith negotiations for a long-term agreement, not to exceed the life of operating licenses for the PVGS operating units, with each ~~Municipality~~Municipal Party that requests an agreement, to allow the Municipal Party

or Municipalities to distribute Brackish Water into the WRSS for use as cooling water for PVGS. The agreement(s) will~~,~~ be on mutually acceptable terms, but will include a requirement that the Municipalities fund the ~~-~~costs of the improvements to the WRF and WRSS needed for each to deliver their respective Brackish Water to the WRSS; to pay an access fee for use of the WRF and WRSS; to pay ~~Operating~~operating and ~~Maintenance Costs~~ maintenance costs to cover APS's additional costs of operating the systems and the maintenance, repair, and periodic replacement of the systems improvements; and to commit to deliver agreed-upon amounts of Brackish Water to the WRSS. If agreed to, the long-term agreement shall provide for periodic modifications to the ~~Operating~~operating and ~~Maintenance Costs~~maintenance costs, which shall be based on documented costs provided by APS. If agreed to, the long-term agreement shall also provide for contingencies should unexpected impacts to the WRSS or WRF beyond what was identified in the brine study be encountered following placing the system in-~~-~~service. If no reasonably unacceptable or significant, unexpected conditions were identified and APS declines to enter into good faith negotiations for the long-term agreement referenced above, APS agrees (a)to reimburse each ~~municipality~~Municipal Party for the costs it incurred under this Agreement, less the value of the intellectual property, which may be ~~reimbursed~~refunded if the license to the intellectual property is terminated~~,~~ in accordance with Section 10~~, Intellectual Property,~~ below~~.~~, and (b) to not accept reject streams from reverse osmosis treatment of groundwater or any other streams of water from any third party for a period of three (3) years following the Effective Date. The Parties agree that the remedy prescribed by this Section 4 shall be the Municipalities' sole and exclusive remedy for APS's refusal to enter into good faith negotiations for the long-term agreement described herein. This provision shall survive the expiration ~~or earlier termination~~ of this Agreement~~, unless this Agreement is terminated for cause~~.

~~3.~~5. ~~-~~Third Parties. The longterm agreement, if entered into by the Parties, will also provide that APS will not accept reject streams from reverse osmosis treatment of groundwater or any other streams of water from other entities ("Additional Brine Owners") if doing so will result in Goodyear not being able to deliver up to 3.3 mgd of Brackish Water into the WRSS (Goodyear's Build-Out Flows) and/or Buckeye's anticipated flows of Brackish Water at build-out, which amounts shall be provided to APS within ~~Thirty~~thirty (30) days of the effective date of this Agreement. This provision shall survive the expiration ~~or earlier termination~~ of this Agreement ~~unless this Agreement is terminated for cause~~.

~~4.~~6. ~~-~~Entry Fee. APS shall not allow ~~-~~Additional ~~-~~Brine ~~-~~Owners ~~from delivering~~to deliver reject streams from reverse osmosis treatment of groundwater or ~~-~~other streams of water into the WRSS unless each Additional Brine Owner pays an Entry Fee, as defined below, and APS shall not enter into any such agreement with any Additional Brine Owner until (a) the Work under this Agreement has been completed and APS has been fully paid for such ~~work.~~Work, or (b) this Agreement has been terminated by the Municipalities under Section 11(b) or by APS under Section 11(c). The Entry Fee is to be determined using the formula below:

Entry Fee = P/N
P = the total costs invoiced under this Agreement
N = 2 + the number of Additional Brine Owners that have contracted to begin delivering water into the WRSS

APS will then divide the Entry Fee equally between the Municipalities and any

Additional Brine Owners that have contracted to begin delivering water into the WRSS.

So, for example, if the total cost invoiced under this agreement is $1.2 million, the first Additional Brine Owner's Entry Fee will be calculated as follows:

Entry Fee = 1,200,000/(2+1) So the Entry Fee for each party (Goodyear, Buckeye and the Additional Brine Owner) = $400,000 and APS will ~~deliver~~reimburse $200,000 to Goodyear and $200,000 to Buckeye.

This provision shall survive the expiration or earlier termination of this Agreement~~, unless this Agreement is terminated for cause.~~ by the Municipalities under Section 11(b) or by APS under Section 11(c).

II. TERMS AND CONDITIONS

~~5.~~7. Term.

This Agreement shall have a term that commences upon the Effective Date and expires upon completion of the Work (estimated to be within twelve (12) months of the Effective Date of this Agreement), the dissemination to the Parties of the work product produced, including all reports and all information and/or conclusions specific to such Parties, and full satisfaction of the Municipalities' payment obligations hereunder.

~~6.~~8. Price and Payment.

a. As long as they are Parties to this Agreement, the Municipalities are jointly and severally liable for reimbursing APS the full costs incurred by APS under this Agreement. APS represents that it will not accept double recovery for any of the Work performed under this Agreement. Except as otherwise provided in the Agreement, the Municipalities will each pay 50% of the actual cost of the Work. The total cost of the Work under this Agreement shall not exceed $2,000,000. In the case that the total cost of Work is expected to exceed $2,000,000, APS will obtain approval from the Municipalities before proceeding with the Work.

b. Estimated Price of Goods and Services. Price estimates are provided in Attachment A, and the total cost of the Work under the Agreement is estimated to be $1,650,000.

c. Invoicing. APS shall submit invoices to the Municipalities billing each ~~Municipality~~Municipal Party 50% of the cost of the Work performed. Such invoices shall contain: (A) a reference to this Agreement; (B) a description of the goods and services covered by the invoice; and (C) any reasonable documentation including, but not limited to, invoices provided to APS by the Service Provider. Invoices must be submitted to:

City of Goodyear

Accounts Payable
1900 No. Civic Square
Goodyear, AZ 85395

City of Buckeye
Water Resources Accounts Payable

21749 W. Yuma Road, Suite 107
Buckeye, AZ 85326

d. Payment Terms. The Municipalities shall pay amounts due to APS within thirty (30) days following the receipt of an invoice. Such payments shall be submitted to:

Arizona Public Service Company
P.O. Box 53920 Sta. 9996
Phoenix, AZ 85072-3920

7.9. Confidentiality.

a. Duty of Non-Disclosure. The confidentiality and non-disclosure obligations and rights of the Parties pursuant to this Agreement are set forth in the Confidentiality & Non-Disclosure Agreement attached hereto as Exhibit B, which is hereby incorporated by reference as if part of this Agreement by reference.

b. Use of APS's Name. Neither the Municipalities nor any personnel, employee, or other agent of the Municipalities shall use APS's name, trademarks, facility names, or photographs of APS property in any marketing materials, customer lists, or other public documents or publicly accessible locations, without APS's prior written consent, which may be withheld by APS in its sole discretion.

8.10. Intellectual Property.

a. Pre-existing Intellectual Property. Rights to any and all intellectual property conceived, authored, made, or reduced to practice by eitherany Party prior to performing under this Agreement, are and will remain that Party's property.

b. New Intellectual Property. Copies of all reports, data, or final documentation generated as a result of this Agreement or otherwise provided or assigned to APS by the Service Provider (the "Intellectual Property") shall be provided to the Municipalities. APS shall have ownership rights to the results of any reports, data, or final documentation generated as a result of this Agreement or otherwise provided or assigned to APS by the Service Provider as works for hire (the "Intellectual Property"). Upon payment in full of all amounts due under this Agreement by the Municipalities, APS will grant a paid-in-full, non-exclusive, non-sublicensable, and non-transferrable license to the Intellectual Property to the Municipalities while the Municipalities are delivering Brackish Waters to the WRSS pursuant to the future agreements contemplated by this Agreement in Section 4 and

~~Recital X.~~. If APS refuses to enter into good faith negotiations for the long-term agreements as set forth in Section 4 above and/or future agreements as contemplated by Recital X, each ~~Municipality can~~Municipal Party may, at ~~their~~its sole discretion, ~~maintain~~retain the license ~~permanently~~ and use the Intellectual Property for the use of its own brackish water treatment system, or ~~upon the mutual agreement of APS and the relevant municipality,~~ terminate the license and return the Intellectual Property, and upon receipt thereof, APS shall pay a license ~~termination~~refund fee to ~~that municipality, not to exceed the value of the design work, which the Parties agree is equal to~~such Municipal Party of $300,000 (three hundred thousand dollars). For the avoidance of doubt, one ~~municipality~~Municipal Party may choose to terminate its license and the other may maintain its license. This provision shall survive the expiration ~~or earlier termination~~ of this Agreement~~, unless this Agreement is terminated for convenience~~.Termination.

~~9. Termination.~~

a. Payment Obligation Following Termination. Termination by either Buckeye or Goodyear will not obviate the terminating Party's obligation to pay for services already rendered by APS or ~~the~~any Service Provider prior to the Termination.

~~a.~~b. Termination for Convenience. Each Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the non-terminating Parties. The Termination will become effective on the 30th day after the notice is received by the non-terminating Parties unless expressly set for a later date in the notice. In the event that either ~~Municipality~~Municipal Party terminates this Agreement for convenience, APS will invoice the terminating Party for Work performed prior to the Termination not previously invoiced. In the event APS terminates this Agreement for convenience, APS shall, as the Municipalities' sole and exclusive remedy for such termination, reimburse the Municipalities ~~all of~~ the ~~money~~invoiced amounts each paid APS under this Agreement.

~~b.~~c. Termination for Cause. In the event of a material breach of this Agreement, the non-breaching Parties may terminate this Agreement as to the breaching Party if such breach continues uncured for a period of forty-five
(45) days following receipt of written notice from the non-breaching Parties.

11.Designated Representative and Notice.

~~10.Designated Representative and Notice.~~

All communications relating to the day-to-day activities under this Agreement shall be between the designated representatives, specified below. Any other notices required under this Agreement will be sent to the individuals identified below, by email and certified mail, return receipt requested. Notices will be effective on the date the certified mail is delivered.

If to APS:

Arizona Public Service Company
Attn: Brad Berles, General Manager, Water Resources
5871 S. Wintersburg Rd., MS 7602
Tonopah, AZ 85354

With a copy to:
Arizona Public Service Company
Attn: General Counsel
400 North Fifth Street, MS 8695
Phoenix, AZ 85004

If to City of Goodyear:
City of Goodyear
Attn: City Manager
1900 No. Civic Square
Goodyear, AZ 85395

With a copy to:
City of Goodyear
Attn: Director of Public Works ~~4980 So. 157th Avenue Goodyear, AZ 85395~~

and

With a copy to:
City of Goodyear
Attn: City Attorney
1900 No. Civic Square
Goodyear, AZ 85395

If to City of Buckeye:
City of Buckeye
Attn: City Manager
530 East Monroe Avenue
Buckeye, AZ 85326

With a copy to:
City of Buckeye
Attn: Water Resources Director
21749 West Yuma Road, Suite 107
Buckeye, AZ 85326

and

With a copy to:
Gust Rosenfeld, P.L.C.
Attn: Shiela B. Schmidt
One East Washington Street, Suite 1600
Phoenix, AZ 85004

Designated Representatives:

~~For APS – Brad Berles~~
~~General Manager, Palo Verde Water Resources~~
~~5871 South Wintersburg Road,~~
~~Tonopah, AZ 85354, M.S. 7602~~
~~623.393.6607~~

~~For Goodyear – Barbara Chappell~~
~~Deputy Public Works Director~~
~~4980 S. 157th Avenue~~
~~Goodyear, AZ 85338~~

~~For Buckeye – Terry Lowe, Director~~
~~Water Resources Department, City of Buckeye~~
~~tlowe@buckeyeaz.gov~~

For APS - Brad Berles
General Manager, Palo Verde Water Resources
5871 South Wintersburg Road,
Tonopah, AZ 85354, M.S. 7602
623.393.6607

For Goodyear – Barbara Chappell
Deputy Public Works Director
4980 S. 157th Avenue
Goodyear, AZ 85338

For Buckeye – Terry Lowe, Director
Water Resources Department, City of Buckeye
tlowe@buckeyeaz.gov

~~11.~~12. Entire Agreement, Amendments.

Except as otherwise stated herein, this Agreement constitutes the entire

agreement of the Parties with respect to its subject matter, supersedes all prior agreements, and may not be amended except in writing signed by an authorized

representative of each Party. Also incorporated by reference herein are the following attachments:

- Attachment A (Estimated Costs)
- Attachment B (Confidentiality & Non-Disclosure

Agreement) ~~14~~13.Indemnification.

Except as provided herein, and to the extent permitted by law, the Municipalities agree to indemnify, defend, and hold APS harmless against any liabilities APS incurs to the Service Provider(s) that arise from, are alleged to have arisen from, or are related to APS' role as project manager for the Work under this Agreement, so long as any underlying action or failure to act was within the scope of the obligations and authority of APS under this Agreement, or otherwise taken or not taken in the reasonable and good faith belief that such action or failure to act was in accordance with APS' obligations and authority under this Agreement or otherwise in the best interests of the Municipalities (the "Indemnification"). The Indemnification provided herein does not apply to any liability or claims arising from, alleged to have arisen from, or that are related to any of the following: (i) a loss of service; (ii) damage to any APS equipment and/or APS Facility; (iii) damage to any ~~Red Hawk~~Redhawk equipment and/or ~~Red Hawk~~Redhawk facility; and (iv) any breach of the contract between APS and any Service Provider, unless that breach was caused, in whole or in part, by any action of the Municipalities that the Municipalities knew, or should have known, could cause the breach. This indemnity shall include reasonable costs of defense, including reasonable attorneys' fees, of any such claim. Each of the Parties shall provide prompt notice of any claim subject to Indemnification hereunder, but failure to give such prompt notice shall not be a defense to any indemnification obligation under this Agreement, except to the extent that any Party can prove actual prejudice from such delay.

~~15.~~14. Miscellaneous.

a. No Joint Venture. Nothing in this Agreement shall constitute or be construed to be or to create a partnership or joint venture relationship between the Parties. No Party shall make any statement or take any action that is inconsistent with the provisions of this Section. It is understood and agreed that the management and control of the contracts between APS and the Service Provider shall remain, at all times, under the exclusive control of those entities.

b. No Waiver. No statement, course of conduct, course of dealing, or other action will be construed as a waiver. Any waiver must be in writing and signed by the Party granting the waiver.

c. Assignment. The Municipalities will not assign its rights or delegate its duties under this Agreement without the prior written consent of APS, which APS may withhold at its sole discretion. Any assignment or delegation by the Municipalities in breach of this provision is void.

d. Limitation of Liability. No Party will be liable to another Party for any indirect, consequential, special, or punitive damages or lost profits in connection with this Agreement. The foregoing notwithstanding, to the extent that one Party is entitled to indemnification from the other Party in connection with a third-party claim, any damage awarded to the third party (direct, consequential, or otherwise), will be deemed to be direct damages of the indemnified Party, for which the indemnifying Party will be liable.

e. Survival of Obligations and Liabilities. Termination or expiration of this Agreement shall not relieve ~~either~~any Party of any obligation that expressly or by implication survives termination or expiration, including but not limited to: Indemnification, Limitation of Liability~~, Intellectual Property,~~,, Confidentiality, Governing Law, Dispute Resolution, and Attorneys' Fees.

~~d.~~f. Third-Party Beneficiaries. Except as specifically provided for below, this Agreement does not create any rights exercisable by any third party.

~~e.~~g. Participants as Third-Party Beneficiaries. When entering into this Agreement on behalf of the Participants, APS is acting as the Participants' agent. All benefits, rights, and remedies of APS under this Agreement, including those pertaining to indemnity, confidentiality, insurance, and ownership, will also inure to the benefit of the Participants.

~~f.~~h. Governing Law. This Agreement shall be governed by and interpreted under Arizona law, without regard to any conflict of laws provision. Any legal suit, action, or proceeding arising directly or indirectly out of this Agreement shall be initiated in state or federal court in Maricopa County, Arizona. The Municipalities voluntarily waive their claims of sovereign or governmental immunity from claims and liabilities arising under this Agreement to the extent permitted under law.

~~g.~~i. Dispute Resolution. In the event of a dispute, a representative of each Party to the dispute who has the authority to resolve the dispute will meet within fourteen (14) days after either Party gives the other Party written notice of the dispute. The Parties to the dispute shall use their best efforts to resolve the dispute. If the Parties do not reach a resolution within thirty (30) days following the first meeting of the Parties, either Party may pursue arbitration or litigation. Notwithstanding the foregoing, either Party may bring an immediate suit for breach of the confidentiality obligations of this Agreement. If a dispute becomes the subject of litigation, each Party waives its right to a jury trial.

j. Attorneys' Fees. The prevailing Party in any proceeding will be entitled to ~~h.~~ recover its reasonable attorneys' fees and associated costs and expenses.

~~i.~~k. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the rest of this Agreement shall remain in full force and effect.

l. Interpretation. This Agreement shall be interpreted without regard to factors such as the Party who prepared it or the relative bargaining

power of the Parties.

~~a.~~m. Counterparts. This Agreement may be executed using two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same Agreement. This Agreement shall be deemed executed and delivered upon the exchange of executed scanned signature pages transmitted by electronic mail.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

NAME: _____

~~TITLE:~~ _____

Digitally signed by Wiser, Terry L(Z08356)
Date: 2022.08.04 06:17:33 -07'00'

CITY OF GOODYEAR

SIGNATURE: _____
Julie Karins, City Manager

CITY OF BUCKEYE

SIGNATURE: _____
Eric. W. Orsborn, Mayor

ATTEST City of Goodyear

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ATTEST City of Buckeye

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C.,
City Attorneys

"ATTACHMENT A"
TO
AGREEMENT

Estimated Costs

Estimated Costs Item	Likely Entity	Estimate
Conceptual Designs	WaterWorks	$ 497,803
Project Management & Eng	Internal	$ 150,110
Pilot Test (equipment)	Minetek	$ 510,721
Pilot Test (installation)	DZ	$ 140,000
Pilot Test (installation)	Tiffany	$ 35,000
Survey/analysis airborne release	Trinity Consult.	$ 80,000
Permitting Costs	APS	$ 20,000
Other Pilot Test Costs	Maintenance	$ 16,000
Contingency	14%	$ 200,366
Total		$ 1,650,000

"ATTACHMENT B" ~~TO~~
TO
AGREEMENT

Confidentiality & Non-Disclosure Agreement

Confidentiality & Non-Disclosure Agreement

~~**Confidentiality & Non-Disclosure Agreement**~~

This Confidentiality & Non-Disclosure Agreement ("Agreement"), effective as of ~~—~~4th August, 2022 is between Arizona Public Service Company, an Arizona corporation ("APS"), in its capacity as co-owner and operating agent for Palo Verde Generating Station ("PVGS"), the City of Goodyear ("Goodyear"), a municipal corporation formed under the laws of the state of Arizona, and the City of Buckeye ("Buckeye"), a municipal corporation formed under the laws of the state of Arizona. The parties to this Agreement may be referred to individually as a "Party" and collectively as the "Parties."

Unless specifically set forth herein, all capitalized terms will have the same definition as provided in the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline (the "Project Agreement") to which this Agreement is attached as Attachment B.

The Parties desire to retain one or more Service Providers for the purposes of completing the Work (in furtherance of mutually beneficial solutions using existing infrastructure operated by APS that provides APS an alternative source of cooling water for Palo ~~Vere~~Verde Generating Station, and the Municipalities an alternative means for disposing of their Brackish Water (the "Purpose"). In furtherance of the Purpose, the Parties may acquire new or disclose existing confidential, trade secret, and proprietary information to one another and to one or more of the Service Providers. APS will be disclosing certain confidential and/or proprietary information relating to this Purpose and Service Provider will gather data related to this Purpose, both at PVGS and at wastewater treatment facilities owned or controlled by Goodyear or Buckeye (collectively, the "Confidential Information").

Therefore, in reliance on the commitments and obligations set forth herein, the parties agree as follows:

1. This Agreement governs Confidential Information disclosed or gathered by the Parties or Service Providers about the facilities owned or controlled by the Parties, consistent with the Purpose, following the Effective Date and until this Agreement is terminated through express written mutual consent of all of the Parties to this Agreement. The Parties may disclose one another's Confidential Information to the Service Providers in writing, orally, visually, or in any other manner that is not amenable to writing, and as such is covered by the disclosure restrictions provided in this Agreement. Confidential Information may also be gathered by the Parties and the Service Provider through engineering field studies, laboratory analysis, or other measures, and as such is covered by the disclosure restrictions provided in this Agreement. The information, data, and analyses contained in any preliminary, draft, or final report, or other results of the Work shall be considered trade secret, proprietary, and confidential information, and as such shall be considered Confidential Information for the purposes of this Agreement.

2. No Party will use~~,~~ or disclose to any third party, except by express written authorization from a disclosing Party, any Confidential Information in any manner except for the Purpose, and will require that its employees and agents who have access to such Confidential Information maintain such information as strictly confidential subject to the same restrictions imposed by this Agreement. By way of example, but not limitation, no Party shall be allowed to use Confidential Information in connection with any patent application, for any commercial purpose, or for the benefit of any third party. All of the Parties' obligations regarding any Confidential Information received pursuant to this Agreement shall survive until such time as this Agreement is terminated through the mutual express written consent of the Parties to this Agreement.

3. A Party's obligations under paragraph 2 will not apply if the Party can show, with clear and convincing written evidence, that the Confidential Information received hereunder:

   a) was already known to said Party prior to the time of first disclosure pursuant to the Purpose; or

   b) at the time of disclosure, the information is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by a given Party; or

   c) is received in good faith, without any obligation of confidentiality from a third party having a legal right to disclose the same; or

   d) is independently developed by a given Party by individuals without otherwise having access to such Confidential Information.

4. A Party's obligations under paragraph 2 will not apply under the following circumstances:

   a) the Party is subject to Arizona's public records law and has received a request for public records under Arizona State Law that would apply to Confidential Information, provided however, the Party in question promptly notifies the other Parties of the request in advance of such disclosure to allow such Parties to file for a protective order with a court of competent jurisdiction. If the Party receiving a request for public records has not received evidence that a request for a protective order was filed with a court of competent jurisdiction within 30 days of the date of such notice, the Party that received the public records request shall disclose only that Confidential Information necessary to comply with said public records request. If a request for a protective order is filed, the Party will not release the records requested until ordered to do so by the court or until the case is dismissed; or

   b) with regard to disclosure to a legal or regulatory authority, such disclosure is required to be disclosed by a given Party pursuant to a legally enforceable order, law, subpoena, or other regulation ("Order"), provided, however, that the Party in question promptly notifies the other Parties in advance of such disclosure and discloses only that Confidential Information necessary to comply with said Order.

5. ALL INFORMATION FROM THE PARTIES IS PROVIDED, OR THAT IS GATHERED BY THE SERVICE PROVIDER, "AS IS" AND WITHOUT WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY SORT, EXPRESSED OR IMPLIED.

6. This Agreement will not be construed to create any obligation on the part of any Party hereto to retain the other Party's services or to compensate the other Party in any manner, except as may be set forth by a separate written agreement duly executed by authorized representatives of the Parties hereto.

7. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law, subject to the restrictions in paragraph 4(a) and 4(b) of this Agreement.

8. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof, and no amendment or modification to this Agreement shall be valid or binding upon the parties unless made in writing and signed by each party, except that in the case of a conflict between this Agreement and the Project Agreement, the terms of the Project Agreement will govern. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronically transmitted and imaged copy signatures will be fully binding and effective for all purposes.

~~8.~~9. This Agreement shall be effective upon the latest date of execution by all Parties to the Agreement, and shall expire three years from, either the completion of the Work or the completion of any water treatment projects that result therefrom, if any, whichever is later, unless terminated earlier through mutual written amendment to this Agreement.

*** *Signature page to follow* ***

CITY OF BUCKEYE, an Arizona municipal corporation By: Name: Title: Date:	**CITY OF GOODYEAR, an Arizona municipal corporation** By: Name: Title: Date:
ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation By: ~~Name: Title:~~ Name: Wiser, Terry L(Z08356) Title: Date: Digitally signed by Wiser, Terry L(Z08356) Date: 2022.08.04 06:21:25 -07'00'	

APPROVED AS TO FORM:

Goodyear City Attorney

ATTEST:

Goodyear City Clerk

APPROVED AS TO FORM:

Buckeye City Attorney

ATTEST:

Buckeye City Clerk

COUNCIL DATE: 7/18/2022
AI-900

CITY COUNCIL ACTION REPORT

SUBJECT: MULTI PARTY AGREEMENT BETWEEN ARIZONA PUBLIC SERVICE COMPANY, GOODYEAR, AND BUCKEYE TO ACCEPT MUNICIPAL BRACKISH WATER (BRINE) INTO PALO VERDE NUCLEAR GENERATING STATIONS ("PVGS") WATER RECLAMATION SUPPLY SYSTEM

STAFF PRESENTER(S): Barbara Chappell, Deputy Public Works Director

OTHER PRESENTER(S): (If applicable)

SUMMARY:

Multi Party Agreement between Arizona Public Service Company ("APS"), the City of Goodyear ("Goodyear") and the City of Buckeye ("Buckeye") to accept Municipal Brackish Water (Brine) into Palo Verde Nuclear Generating Stations ("PVGS") water reclamation supply system pipeline.

RECOMMENDATION:

Approve the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water in the Water Reclamation Supply System by and between Arizona Public Service Company, the City of Goodyear and the City of Buckeye. (Barbara Chappell, Deputy Public Works Director)

FISCAL IMPACT:

The cost to Arizona Public Service (APS) to complete a pilot test and design of improvements necessary for PVGS to accept brackish water into its water reclamation supply system and minimize impacts of this water supply to its operations is $2 million. This work will be administered by APS and the costs will be shared equally between the city of Goodyear and the City of Buckeye. However, the payment obligation is joint and several, so if Buckeye were to terminate this agreement, Goodyear would be responsible for the full amount of the payments outstanding at the time of the agreement.

Funds to cover Goodyear's $1 million share are available in approved FY2023 capital improvement project 60034 Brine Disposal.

BACKGROUND AND PREVIOUS ACTIONS:

Historically all of the brine concentrate produced from our reverse osmosis groundwater treatment facilities has been disposed of via the city's sewer system and passed through the Goodyear Water Reclamation Facility (GWRF). This practice poses a few challenges: 1) it takes up capacity in the GWRF that could be used for development; 2) the quality of the concentrate does not meet the city's Pretreatment Program's local limits; 3) the constituents in the concentrate may impact the biology and compliance status of the GWRF.

In 2019, the City completed a Brine Management Study to explore options for disposal/treatment of the concentrate. The study resulted in two paths forward:

1. Install centralized treatment of the concentrate adjacent to the GWRF where the treatment would dewater the concentrate to a zero liquid discharge and could be disposed of in a landfill. This option would be close to $100 million and have an ongoing cost of $8 million annually for operations and maintenance (O&M). A phased approach was chosen and a project created to treat only the concentrate produced at Bullard Water Campus for $60 million and an ongoing O&M budget of $5 million.

2. Collaborate with the PVGS and develop an Agreement to discharge concentrate into the water reclamation supply system pipeline, which conveys discharges from the 91st Avenue Water Reclamation Facility to PVGS, which is located on the south side of the GWRF. The city would fund infrastructure needed to mitigate impacts of the brine to their water treatment facilities and annual operation and maintenance costs to treat the brine.

In July 2020, the city entered into a Memorandum of Understanding with PVGS to study the impacts of the concentrate to the operations of the power plant. The study identified a need for future study and Agreement to better define the solution to mitigate the impacts. This Agreement is a result of that MOU. Staff updated the CIP project to include this option moving forward.

The City of Buckeye is looking at installing reverse osmosis treatment for its groundwater so they too will need a brine disposal solution. The City of Goodyear and APS have invited the City of Buckeye to partner with us on this Agreement.

STAFF ANALYSIS:

This agreement provides for an enhanced evaporation pilot test and associated analysis using equipment from two different manufacturers, the development of designs that identify the equipment and sizing of infrastructure needed to allow Goodyear and Buckeye to deliver brackish water to PVGS while mitigating the impacts of the introduction of the brackish water and cost estimates for purchase and installation of equipment and the construction of infrastructure improvements needed to implement the agreed upon design (the “Work”). Under the terms of the agreement, APS will control the project, contracting with the service providers who are to perform the Work (the “Service Providers”). Goodyear and Buckeye are to split the costs of the Work equally, but the payment obligation is joint and several, so if Buckeye were to terminate the contract, Goodyear would be responsible for all outstanding payments. The cost of the Work is subject to a maximum cost of $2,000,000.

The pilot test will compare two different manufacturer’s enhanced evaporation units to select the one that best meets APS’ needs for operation and maintenance going forward. If the pilot test fails to demonstrate that the improvements can be made to the PVGS water reclamation supply system pipeline (the “WRSS”) and to PVGS Water Resource Facility (the “WRF”) that would allow Goodyear and Buckeye to deliver brackish water through the WRSS to the WRF without significant and unexpected impacts to the WRSS or the WRF, then the city will have to pursue the alternative solution of installing centralized treatment of

the concentrate adjacent to the GWRF where the treatment would dewater the concentrate to a zero liquid discharge and could be disposed of in a landfill.

If the pilot test confirms that improvements can be made to the WRSS and to the WRF that would allow Goodyear and Buckeye to deliver brackish water through the WRSS to the WRF, which then could be used for cooling purposes, and assuming there are no significant unexpected conditions, APS has agreed to enter into good faith negotiations for a long-term agreement that would allow Goodyear and Buckeye to distribute brackish water into the WRSS for use as cooling water for PVGS. The future agreement will require:

- the Municipalities fund the costs of the improvements to the WRF and WRSS needed for each to deliver their respective Brackish Water to the WRSS;
- to pay an access fee for use of the WRF and WRSS;
- to pay Operating and Maintenance Costs to cover APS's additional costs of operating the systems and the maintenance, repair, and periodic replacement of the systems improvements;
- to commit to deliver agreed-upon amounts of Brackish Water to the WRSS, and
- if agreed to, will provide for periodic modifications to the Operating and Maintenance costs, which would be based on documented costs provide by APS.

If the conditions set forth above are satisfied and APS fails to enter into a long-term agreement, the following would occur:

- Goodyear will have the right to a license to use the intellectual property or be reimbursed for the value of the intellectual property, the value of which is agreed to be $300,000 or the City could terminate the license and APS would pay a license termination fee, and
- APS will reimburse Goodyear the costs incurred for this Agreement less the value of the license termination fee paid by APS.

As a condition of this agreement, Goodyear and Buckeye are required, to the extent permitted by law, to indemnify, defend, and hold APS harmless against any liabilities APS incurs to the Service Provider that arise from or are related to APS' role as project manager for the Work under the agreement, so long as any underlying action or failure to act was within the scope of the obligations and authority of APS under this Agreement, or otherwise taken or not taken in the reasonable and good faith belief that such action or failure to act was in accordance with APS' obligations and authority under this agreement or otherwise in the best interests of Goodyear and Buckeye. The Indemnification does not apply to any liability or claims arising from, alleged to have arisen from, or that are related to any of the following: (i) a loss of service; (ii) damage to any APS equipment and/or APS Facility; (iii) damage to any Red Hawk equipment and/or Red Hawk facility; and (iv) any breach of the contract between APS and any Service Provider, unless that breach was caused, in whole or in part, by any action of the Municipalities that the Municipalities knew, or should have known, could cause the breach.

Staff recommends approval of the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water Into the Water Reclamation Supply System as it could lead to a brine solution that would be far less expensive than the alternative solution of installing centralized treatment of the concentrate adjacent to the GWRF where the treatment would dewater the concentrate to a zero liquid discharge and could be disposed of in a landfill.

ATTACHMENTS:

Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water Into the Water Reclamation Supply System

ITEM #: 11.
DATE: 08/29/2022
AI #:1035

CITY COUNCIL ACTION REPORT

SUBJECT: AGREEMENT WITH MARICOPA COMMUNITY COLLEGE FOR THE GLENDALE COMMUNITY COLLEGE LAW ENFORCEMENT TRAINING ACADEMY (GCCLETA)

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

SUMMARY

Approval of Agreement between the City of Goodyear and Maricopa Community College to participate in the Glendale Community College Law Enforcement Training Academy (GCCLETA).

Recommendation

Approve and authorize City Manager to execute the Educational Services Agreement between the City of Goodyear and the Maricopa County Community College District for the provision of certain educational services. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT

Under the terms of the Agreement, for each recruit enrolled in the training academy, the Goodyear Police Department will pay Maricopa Community College the current tuition fee, which for in-county tuition fee is $3,400.00, registration fees, which is $280.00, and any course and book fees for a total of $3,680.00. (It is not anticipated that there will be any separate course or book fees.) The Community College will reimburse the City the tuition fees paid per recruit, for a net cost of $280.00 per recruit. In addition, the department will pay the salary and employee related costs for any instructors that are provided to the academy. The training of recruits is funded in the Police Department General Fund base budget.

BACKGROUND AND PREVIOUS ACTIONS

All Goodyear Police recruits are required to attend an Arizona Police Officers Standards and Training Certified Academy. In the past the Department has used the Phoenix Regional Police Academy and the Maricopa County Sheriff’s Department Training Academy to train recruits. However, in 2021 the City of Phoenix notified all valley agencies that only Phoenix Police Department Recruits would be registered for the Phoenix academy. While the Maricopa County Sheriff's Department Training Academy is still available to all valley agencies, it is expected that this academy will not be able to accommodate the anticipated hiring by the west valley law enforcement agencies. The West Valley Chiefs determined that a West Valley Police Academy is necessary to augment the Maricopa County Sheriff’s Department training academy.

The West Valley Chiefs, including Avondale, El Mirage, Buckeye, Glendale, Goodyear, Peoria, Surprise, Wickenburg, and Tolleson, have committed to partnering with the Maricopa Community College to offer an academy hosted at the Glendale Regional Public Safety Training Center (GRPSTC). The GCCLETA is scheduled to hold two classes per fiscal year, beginning September 2022. To date, all the foregoing jurisdictions except Avondale, have entered into Educational Services Agreements with Maricopa County Community College District for the provision of educational services related to the GCCLETA.

The summary of the major terms of the Educational Services Agreement ("ESA") are as follows:

- The GCCLETA will be held at the facilities of the Glendale Community College Public Safety department (the "College")
- The College will be responsible for registering students for GCCLETA (the "Academy") courses
- The city will provide instructors for the Academy courses
- The city will be responsible for paying the College the current tuition fees and registration fee for each recruit enrolled in the Academy courses
- Because the city is providing the instructors fo the Academy, the College will reimburse the tuition fees in the form of "instructor fees", which will be equal to the tuition payment
- The College will provide college credit for those who successfully complete the Academy courses
- The College controls the curriculum and Instructional Services and will evaluate and reevaluate both on an ongoing basis to assure each meets the criterial for receiving college credit. The curriculum will comport with Arizona Police Officer Training Standards ("AZ POST")

The Department recently hired an officer with the qualifications necessary to provide instruction at the Academy.

STAFF ANALYSIS

Over the past several years, the competition amongst agencies to hire qualified police recruits has increased, with every agency looking for an edge to bring on the best and brightest. The hiring agency needs to be able to quickly place the recruit into a training academy class. The ability to place a recruit into an academy allows the department to have officers active on the road faster, and it offers the candidate a target date to begin training for their career.

The Goodyear Police Department (the “Department”) has a good relationship with the Maricopa Sheriff's Training Academy and will continue to maintain its relationship with Maricopa County Sheriff’s Office and send recruits there if needed. However, the city’s participation in the GCCLETA will offer the Department more available slots per class.

Staff is recommending council approve the ESA.

Attachments

Glendale Community College Law Enforcement Training Academy Agreement

2023 Tuition Schedule

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street, Tempe, AZ 85281–6942

EDUCATIONAL SERVICES AGREEMENT

Credit Courses (Wash and Non-Wash)

This Educational Services Agreement for Credit Courses (Wash and Non-Wash) ("Agreement") is between Maricopa County Community College District ("MCCCD"), a political subdivision of the State of Arizona for **GLENDALE COMMUNITY COLLEGE, PUBLIC SAFETY SCIENCES** ("College"), and **CITY OF GOODYEAR, ARIZONA, FOR AND ON BEHALF OF THE GOODYEAR POLICE DEPARTMENT** ("Contractor" or "City"), an Arizona municipal corporation, located at **1900 N. Civic Square, Goodyear, AZ 85395**, for the provision of certain educational services within the State of Arizona.

BACKGROUND

A. Contractor is an Arizona municipal corporation whose primary business is described as follows: **Municipal Law Enforcement**. As part of its business, but not as its primary business, Contractor provides training. Contractor wishes to teach some of the College's courses to its:

☒ Employees ☐ Members [1] ☐ Non-Members[2] ☐ Apprentices[3]

B. Contractor and College desire to enter into a mutually beneficial agreement for the delivery of some of College's credit courses ("Courses"). College will provide those who successfully complete the Courses ("Students") with college credit under the terms specified in this Agreement.

AGREEMENT

The parties agree as follows:

1. **Duration**. This Agreement will be effective on the date that authorized representatives of both parties have signed it, and will expire on **September 1, 2024** unless terminated under Paragraph 5, or renewed through a written amendment issued pursuant to Paragraph 12.

2. **Contractor Responsibilities. [Check only one option.]**

2.1. ☐ Option A**:** College will provide instructors for the Courses. (If College pays Contractor employees directly as MCCCD employees to teach the Courses, then this is the appropriate option to check.)

☒ Option B: Contractor will provide instructors for the Courses. The instructors directly teaching in the classroom will at all times during this Agreement meet the standards established by MCCCD for its faculty teaching the same curriculum. Instructors as well as Contractor staff who have access to the Students' educational records as defined in Paragraph 2.4 or to MCCCD's technology systems as specified in Paragraph 3.3 will be considered Persons of Interest under MCCCD's security and privacy administrative regulations.[4] Instructors under this option will not be considered adjunct faculty for the College, and will not be entitled to any of the financial benefits to which adjunct faculty are entitled. However, instructors may participate in training and other activities that College provides for its adjunct faculty-employees. An instructor's participation in these activities will not alter his or her status as an employee of the Contractor or the coverage of Contractor's Worker's Compensation

[1] See limitation in Paragraph 4.3.1.
[2] See limitation in Paragraph 4.3.1.
[3] Apprenticeship programs are limited to GateWay Community College.
[4] See Administrative Regulations 4.22 through 4.24 at: https://district.maricopa.edu/regulations/admin-regs/section-4

insurance coverage for these activities of the instructor. Instructional services under this Agreement will be referred to as "Instructional Services."

2.2. ☐ Option A**:** Contractor will locate the site for the Courses in facilities that are appropriate to the needs of specific programs and the College's standards.

☒ Option B: The Courses will be taught by the party identified in Paragraph 2.1 at College's facilities.

2.3. College will be responsible for registering students for the Courses.

2.4. If Contractor is teaching the Courses, the federal Family Educational Rights and Privacy Act of 1974 as amended ("FERPA"), applies and Contractor is required to comply with it in all respects concerning the Students in the Courses. Contractor will not provide Student roster lists, or any Student educational records such as grades and Social Security numbers, about those Students to any person unless the Student expressly authorizes MCCCD or the College to disclose such information. Contractor will promptly notify MCCCD at protectprivacy@maricopa.edu if it has reason to believe that an unauthorized disclosure of Students' educational records has occurred. Contractor acknowledges that MCCCD must designate it as an "other school official" under FERPA. Contractor will limit its employees' access to the records to those persons for whom access is essential to the performance of this Agreement. In accordance with the FERPA, Contractor will safeguard those records from improper disclosure. Furthermore, Contractor will not disclose those records without the prior written authorization of the Student and/or the parent of a Student who is a minor permitting MCCCD and Contractor to release the information according to the authorization.

2.5. If Contractor is teaching the Courses, Contractor will advise each instructor, before teaching any Course covered by this Agreement, about the requirements of this Agreement, and particularly those set forth in Paragraph 2.4.

2.6. If Contractor is teaching the Courses, its instructors will grade Students according to standards and policies of MCCCD and College.

3. Evaluation of Curriculum and Instructional Services.

3.1. College will re-evaluate Contractor's curriculum and, if applicable, Instructional Services on an on-going basis to assure that they each meet the criteria for receiving College credit. For purposes of accreditation, all curriculum and Instructional Services are under the control of College.

3.2. If Contractor is teaching the Courses, College has designated a person at the College to be the contact person. That person is: **GENEA STEPHENS**

3.3. If Contractor is teaching the Courses, College will provide Contractor instructors and Contractor staff, as appropriate, with MCCCD enterprise identification and Student Information System numbers so that they may access the Faculty Center of MCCCD's Student Information System for the limited purposes of inputting student grades, withdrawals, or incompletes. Contractor instructors will not have access to any other student education record or other Confidential Information, as defined in Paragraph 17.

3.4. **Contractor instructors or staff ☐ will ☒ will not have access to MCCCD's technology systems beyond that described in Paragraph 3.3 If those persons will have greater access than that described in Paragraph 3.3, they or the Contractor may be required to sign a security and privacy amendment to this Agreement. Please describe the access that they will have: N/A**

3.5. **Contractor's Instructional Services may not be subcontracted.**

4. Billing for Tuition, Facilities and Instructional Services.

4.1. **Applicable Tuition and Fee Charges.** For each Student enrolled in a Course, College will charge all tuition and applicable fees according to MCCCD's current approved Tuition and Fee Schedule. The

tuition and fee schedule is subject to change annually on July 1 of each year. Contractor may not require Students to pay Contractor any additional amounts for tuition and fees other than those noted on MCCCD's current approved Tuition and Fee Schedule. The tuition and fees payable are:

4.1.1. Tuition for each Course based on enrollment at the appropriate current tuition rate, determined by residency, per semester hour;

4.1.2. A registration fee;

4.1.3. Course fees as appropriate; and

4.1.4. Book fees as appropriate.

4.2 Payments Between the Parties. [Check only one option.]

☒ Option A (Funds Exchanged)**:** Contractor or Student will pay all appropriate tuition and fees to College.

If applicable, College will pay Contractor the amount equal to tuition fees NOT including lab fees and enrollment fees for providing the following services, which includes Instructional Services (collectively, "Services"): Instructional Services and usage fees for necessary equipment, including vehicles.

If applicable, Contractor will invoice College and College will pay for the use of Contractor's facilities for the Courses as follows: NA.

☐ Option B (No Funds Exchanged)**:** College will invoice Contractor for the appropriate in-state or out-of-state tuition rate. Contractor will invoice College for each Course for facilities rental and Services. The amount invoiced by the Contractor will equal the amount of the appropriate in-state tuition rate and fees for that course. **Contractor or Student will pay College for any out-of-state tuition where applicable.**

4.3 Additional Charges of Contractor.

4.3.1 If Contractor is a non-profit membership organization offering the Courses under this Agreement primarily to its members, it may offer the Courses to non-members and charge an additional reasonable administrative fee to those non-member students so long as most of the students in the Courses under this Agreement continue to be employees or its members. MCCCD is required to specify this limitation in this Agreement due to legal requirements relating to its statutory authorization.

4.3.2 In addition to tuition and fees, Contractor may purchase books and supplies for the Students in the Courses and include the cost of those items as a charge to the Students.

5. Termination.

5.1. Either party may terminate this Agreement by giving a 30-day written notice of intent to terminate to the other party. Termination will not be effective until all the Courses in process on the date the notice is given have been completed.

5.2. MCCCD, College, and the Contractor may terminate this Agreement under ARS § 38-511 for a conflict of interest.

6. Indemnification.

6.1. **Non-Public Entities.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless MCCCD, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from breach of a material term of this Agreement, or from negligent or intentional acts, or omissions of the Contractor, its agents, employees, or any tier of its subcontractors in the performance of this

Agreement. If applicable, Contractor will also indemnify, defend, and hold harmless MCCCD and its officers, officials, employees and agents against any claim (including but not limited to attorney fees and court costs) that their authorized use of Contractor's services under this Agreement violates the claimant's property rights. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph. All claims, damages, losses and expenses that arise from the operations of the Contractor as described in this Agreement, are the sole responsibility of the Contractor and this indemnification provision shall apply.

6.2. **Public Entities.** Each party (as 'indemnitor') agrees to defend, indemnify, 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 or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

7. Insurance Applicable Only to Non-Public Entities. If the Contractor is **not** a public entity, Contractor shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an A.M. Best rating of A-VIII or better. Before the start of the Agreement, Contractor will furnish to the college with certificates of insurance evidencing coverage, conditions, and limits required by this Agreement at the following address to:

DO/College | ATTN: Name
Address | C S Z | or by email to:

The insurance policies, except Worker's Compensation must be endorsed as required by this written Agreement to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

Maricopa County Community College District, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

The insurance policies shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of Maricopa County Community College District, its agents, officers, officials, employees, and volunteers for losses arising from work performed by or on behalf of the Contractor.

Each insurance policy required by the insurance requirements of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the College Representative, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice should be sent directly to College Representative. If any insurance company refuses to provide the required notices, the Contractor or its insurance broker shall notify the College Representative of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCD will not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

Any modification or variation of the insurance requirements in this Agreement shall be made by the MCCCD Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

A. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract.

- General Aggregate $2,000,000

- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Property $50,000[5]
- Each Occurrence $1,000,000

B. **If applicable, Commercial Auto Liability** insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.

C. **If applicable, Worker's Compensation** insurance with limits statutorily required by Federal or state law and **Employer's Liability** insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

8. **Nondiscrimination.** The Contractor will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the Contractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability.

9. **Disability Guidelines.** If applicable to the work of the Contractor under this Agreement, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 et seq.) and its implementing regulations set forth at Title 28, CFR Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 USC § 794d) and its implementing regulations set forth at Title 36, CFR Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 at Level AA (WCAG 2.0 AA). Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor must provide, on request, accessibility testing results and written documentation verifying accessibility. Contractor further agrees to indemnify and hold harmless MCCCD from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.

10. **Governing Law.** This Agreement will be governed by the laws of the State of Arizona. Nothing in this Agreement waives MCCCD's sovereign immunity.

11. **Funds Unavailable.** MCCCD or Contractor may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. The terminating Party shall give prompt written notice to the other Party after it knows that funding will not be available.

12. **Amendment.** The parties may amend this Agreement only through a written amendment signed by representatives of each party who are authorized to sign contracts.

13. **Use of MCCCD/College Logo or Name.** Contractor may only use MCCCD's or the College's name or logo for the courses subject to this Agreement and only with the prior written approval of MCCCD or College. The City of Goodyear's logo, name, trademarks or other intellectual property may not be used by MCCD or College without the City's consent.

[5] Limit can change depending on the type of risk.

14. Contractor Professionalism.

14.1. Contractor will, at all times during this Contract, provide the Services under this Agreement within the highest standards of its profession.

14.2. Contractor certifies and warrants that the Services it provides under this Agreement comply with all applicable laws, regulations and policies, and with this Agreement.

15. Independent Contractor Certification. The Parties acknowledge that all services provided under this Agreement are being provided as independent contractors, not as an employee or agent of either Party. Both Parties agree that this Agreement is nonexclusive and that Parties are not prohibited from entering into other Agreements nor prohibited from practicing their professions elsewhere.

16. Legal Worker Requirements. To the extent applicable under ARS § 41-4401, Contractor and MCCD verifies that it checks the employment eligibility through the e-verify program of any employee it hires, and complies with federal immigration laws and regulations relating to their employees. As required by ARS § 41-4401, violation of these requirements is a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement; and that the law provides other rights to both Parties to ensure compliance.

17. Confidential Information Defined. Confidential Information is any available data or information in all forms collected, stored, or maintained that encompasses information that is personal to our uniquely identifies students, employees, agents or other constituents of either Party, including but not limited to information that is protected by law or regulation. Confidential information includes, but is not limited to, social security numbers, student records, student financial records (regarding students, their parents, or sponsors), financial, credit, payment card and personal information regarding employees and students, protected health information, and other personally identifying information. In addition, Confidential Information includes data and other information that is proprietary to or developed by either Party such as institutional financial and performance records.

18. Obligations to Protect Confidential Information and Other Assets.

18.1. The confidentiality requirements set forth in this Agreement are subject to Arizona Public Records Law.

18.2. Parties agree that Confidential Information provided, or to which it may have access under this Agreement, will be used only and exclusively to support performance of this Agreement and not for any other purpose.

18.3. Contractor's instructors, employees, or agents who have access to MCCCD's network, facilities, data, or Confidential Information (collectively, "MCCCD Assets") may not have access until they have received MCCCD's privacy and security training.

18.4. At all times during this Agreement, the Parties will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information. Contractor will supply the appropriate MCCCD representative with copies of those policies and plans upon request**.**

18.5. Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing Services. Contractor will supply the appropriate MCCCD representative with copies of those policies upon request**.**

18.6. Each Party agrees to inform the other Party by sending an e-mail to protectprivacy@maricopa.edu for MCCD or to the Contractor at gypd@goodyearaz.gov immediately, and in no event later than within one (1) business day, if the notifying Party and/or its employees, instructors, or agent(s) have reason to believe that an actual or suspected security incident or any other circumstance has occurred in which

the other Party may be required to perform a risk assessment and/or provide a notification under applicable law, such as a breach. "Security incident" means the unauthorized access to and/or misappropriation of Confidential Information. The notifying Party will provide as many details as it has available in the notice about the nature of matter and will update the other Party as more information becomes available.

18.7. The notifying Party will be financially responsible for the costs related to any security incident, breach or risk assessment caused by the inappropriate disclosure of Confidential Information by its employees, staff, directors or agents including but not limited to drafting and mailing of notifications, call center services, forensic investigation services, and credit monitoring.

18.8. If either Party, its employees, or agent(s), in the performance of this Agreement, maintains Confidential Information on its technology, said Party warrant and confirm that the maintenance of that information will meet applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.

18.9. Each Party owns all of its respective records and data of which they may have custody on the other Party's behalf, including Confidential Information. Neither Party will ~~not~~ disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Agreement or, if this Agreement is silent, without the express written approval of an authorized representative of the Party that owns the records, data and Confidential Information. The Parties will work with one another to transfer all of the records and data back to the other Party on the termination or expiration of this Agreement. Regarding Confidential Information, the Parties will return that information or securely destroy it promptly without retaining any copies thereof, with any destruction confirmed in writing, except to the extent copies are required to be retained by law by either Party.

18.10. Contractor agrees to provide MCCCD access to MCCCD records and data including Confidential Information that Contractor holds or uses on behalf of MCCCD upon written request of MCCCD with reasonable advance notice.

18.11. The Parties agree to maintain, and provide to the other Party if requested, a record of when and to whom Confidential Information is disclosed.

MCCCD
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for its Colleges and Skill Centers

Signature: _____

Name Title

Date: _____

CONTRACTOR
City of Goodyear, Arizona

Signature: _____

Julie Karins, City Manager

Date: _____

Address: 1900 N. Civic Square

Goodyear, AZ 85395

Email: Julie.Karins@goodyearaz.gov

ATTESTED BY:

Signature: _____

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Signature: _____

Roric Massey, City Attorney

Appendix S4: Tuition & Fee Schedule

Student Status

2022-2023 Academic Catalog Year	Maricopa County Resident (In County)	Overall Cost per Credit	In County Resident Audit rate	Overall Cost per Credit	Out of County Resident	Overall Cost per Credit	Non-Resident Living in Arizona taking Online Courses	Overall Cost per Credit	Non-Resident Study Abroad Program	Overall Cost per Credit	Non-Resident Distance Learning	Overall Cost per Credit	Western Undergraduate Exchange (WUE)	Overall Cost per Credit	Rio National Distance Learning	Overall Cost per Credit	Military and Veteran Online Tuition	Overall Cost per Credit
	IN-STATE								OUT-OF-STATE									
Credit Hours	A		B		C*		D**		E		F		G		H		I	
1	$ 85.00	$ 85.00	$ 110.00	$ 110.00	$ 472.00	$ 472.00	$ 326.00	$ 326.00	$ 205.00	$ 205.00	$ 241.00	$ 241.00	$ 127.50	$ 127.50	$ 250.00	$ 250.00	$ 225.00	$ 225.00
2	$ 170.00	$ 85.00	$ 220.00	$ 110.00	$ 944.00	$ 472.00	$ 652.00	$ 326.00	$ 410.00	$ 205.00	$ 482.00	$ 241.00	$ 255.00	$ 127.50	$ 500.00	$ 250.00	$ 450.00	$ 225.00
3	$ 255.00	$ 85.00	$ 330.00	$ 110.00	$ 1,416.00	$ 472.00	$ 978.00	$ 326.00	$ 615.00	$ 205.00	$ 723.00	$ 241.00	$ 382.50	$ 127.50	$ 750.00	$ 250.00	$ 675.00	$ 225.00
4	$ 340.00	$ 85.00	$ 440.00	$ 110.00	$ 1,888.00	$ 472.00	$ 1,304.00	$ 326.00	$ 820.00	$ 205.00	$ 964.00	$ 241.00	$ 510.00	$ 127.50	$ 1,000.00	$ 250.00	$ 900.00	$ 225.00
5	$ 425.00	$ 85.00	$ 550.00	$ 110.00	$ 2,360.00	$ 472.00	$ 1,630.00	$ 326.00	$ 1,025.00	$ 205.00	$ 1,205.00	$ 241.00	$ 637.50	$ 127.50	$ 1,250.00	$ 250.00	$ 1,125.00	$ 225.00
6	$ 510.00	$ 85.00	$ 660.00	$ 110.00	$ 2,832.00	$ 472.00	$ 1,956.00	$ 326.00	$ 1,230.00	$ 205.00	$ 1,446.00	$ 241.00	$ 765.00	$ 127.50	$ 1,500.00	$ 250.00	$ 1,350.00	$ 225.00
7	$ 595.00	$ 85.00	$ 770.00	$ 110.00	$ 3,304.00	$ 472.00	$ 2,282.00	$ 326.00	$ 1,435.00	$ 205.00	$ 1,687.00	$ 241.00	$ 892.50	$ 127.50	$ 1,750.00	$ 250.00	$ 1,575.00	$ 225.00
8	$ 680.00	$ 85.00	$ 880.00	$ 110.00	$ 3,776.00	$ 472.00	$ 2,608.00	$ 326.00	$ 1,640.00	$ 205.00	$ 1,928.00	$ 241.00	$ 1,020.00	$ 127.50	$ 2,000.00	$ 250.00	$ 1,800.00	$ 225.00
9	$ 765.00	$ 85.00	$ 990.00	$ 110.00	$ 4,248.00	$ 472.00	$ 2,934.00	$ 326.00	$ 1,845.00	$ 205.00	$ 2,169.00	$ 241.00	$ 1,147.50	$ 127.50	$ 2,250.00	$ 250.00	$ 2,025.00	$ 225.00
10	$ 850.00	$ 85.00	$ 1,100.00	$ 110.00	$ 4,720.00	$ 472.00	$ 3,260.00	$ 326.00	$ 2,050.00	$ 205.00	$ 2,410.00	$ 241.00	$ 1,275.00	$ 127.50	$ 2,500.00	$ 250.00	$ 2,250.00	$ 225.00
11	$ 935.00	$ 85.00	$ 1,210.00	$ 110.00	$ 5,192.00	$ 472.00	$ 3,586.00	$ 326.00	$ 2,255.00	$ 205.00	$ 2,651.00	$ 241.00	$ 1,402.50	$ 127.50	$ 2,750.00	$ 250.00	$ 2,475.00	$ 225.00
12	$ 1,020.00	$ 85.00	$ 1,320.00	$ 110.00	$ 5,664.00	$ 472.00	$ 3,912.00	$ 326.00	$ 2,460.00	$ 205.00	$ 2,892.00	$ 241.00	$ 1,530.00	$ 127.50	$ 2,750.00	$ 229.17	$ 2,700.00	$ 225.00
13	$ 1,105.00	$ 85.00	$ 1,430.00	$ 110.00	$ 6,136.00	$ 472.00	$ 4,238.00	$ 326.00	$ 2,665.00	$ 205.00	$ 3,133.00	$ 241.00	$ 1,657.50	$ 127.50	$ 2,750.00	$ 211.54	$ 2,700.00	$ 207.69
14	$ 1,190.00	$ 85.00	$ 1,540.00	$ 110.00	$ 6,608.00	$ 472.00	$ 4,564.00	$ 326.00	$ 2,870.00	$ 205.00	$ 3,374.00	$ 241.00	$ 1,785.00	$ 127.50	$ 2,750.00	$ 196.43	$ 2,700.00	$ 192.86
15	$ 1,275.00	$ 85.00	$ 1,650.00	$ 110.00	$ 7,080.00	$ 472.00	$ 4,890.00	$ 326.00	$ 3,075.00	$ 205.00	$ 3,615.00	$ 241.00	$ 1,912.50	$ 127.50	$ 2,750.00	$ 183.33	$ 2,700.00	$ 180.00
16	$ 1,360.00	$ 85.00	$ 1,760.00	$ 110.00	$ 7,552.00	$ 472.00	$ 5,216.00	$ 326.00	$ 3,280.00	$ 205.00	$ 3,856.00	$ 241.00	$ 2,040.00	$ 127.50	$ 2,750.00	$ 171.88	$ 2,700.00	$ 168.75
17	$ 1,445.00	$ 85.00	$ 1,870.00	$ 110.00	$ 8,024.00	$ 472.00	$ 5,542.00	$ 326.00	$ 3,485.00	$ 205.00	$ 4,097.00	$ 241.00	$ 2,167.50	$ 127.50	$ 2,750.00	$ 161.76	$ 2,700.00	$ 158.82
18	$ 1,530.00	$ 85.00	$ 1,980.00	$ 110.00	$ 8,496.00	$ 472.00	$ 5,868.00	$ 326.00	$ 3,690.00	$ 205.00	$ 4,338.00	$ 241.00	$ 2,295.00	$ 127.50	$ 2,750.00	$ 152.78	$ 2,700.00	$ 150.00
19	$ 1,615.00	$ 85.00	$ 2,090.00	$ 110.00	$ 8,968.00	$ 472.00	$ 6,194.00	$ 326.00	$ 3,895.00	$ 205.00	$ 4,579.00	$ 241.00	$ 2,422.50	$ 127.50	$ 2,750.00	$ 144.74	$ 2,700.00	$ 142.11
20	$ 1,700.00	$ 85.00	$ 2,200.00	$ 110.00	$ 9,440.00	$ 472.00	$ 6,520.00	$ 326.00	$ 4,100.00	$ 205.00	$ 4,820.00	$ 241.00	$ 2,550.00	$ 127.50	$ 2,750.00	$ 137.50	$ 2,700.00	$ 135.00
21	$ 1,785.00	$ 85.00	$ 2,310.00	$ 110.00	$ 9,912.00	$ 472.00	$ 6,846.00	$ 326.00	$ 4,305.00	$ 205.00	$ 5,061.00	$ 241.00	$ 2,677.50	$ 127.50	$ 2,750.00	$ 130.95	$ 2,700.00	$ 128.57

*Students from any other county in Arizona are considered Maricopa County residents (in county) due to a reciprocal arrangement with that county. Reciprocal agreements allow for in-county tuition rates for residents of all Arizona counties except Apache or Greenlee counties without an Out-ofCounty Residence Affidavit.

** According to ARS §15-1802F, “A person who is a member of an Indian tribe recognized by the US Department of the Interior whose reservation lies in this state and extends into another state and who is a resident of the reservation is entitled to classification as an in-state student.” Therefore, unclassified and out-of-state surcharges do not apply to such students. *

ITEM #: 12.
DATE: 08/29/2022
AI #:1041

CITY COUNCIL ACTION REPORT

SUBJECT: ARIZONA OFFICE OF TOURISM, MARICOPA COUNTY PROP 302 MARKETING PROGRAM

STAFF PRESENTER(S): Bruce Kessman, Deputy Director; Debbie Diveney, Assistant General Manager

SUMMARY

The City of Goodyear participates in the Proposition 302 Marketing Program through the Arizona Office of Tourism (AOT) and serves as the Destination Marketing Organization (DMO) for Goodyear. AOT requires each municipality's DMO status to be officially documented through a council action. In addition, this action must also designate a representative who is authorized to execute the DMO Affidavit on behalf of the city of Goodyear.

Recommendation

Authorize the City Manager (or designee) as signatory of the official affidavit for the Arizona Office of Tourism confirming the City of Goodyear as its own Destination Marketing Organization. (Bruce Kessman, Deputy Director; Debbie Diveney, Assistant General Manager)

FISCAL IMPACT

This action does not have a direct fiscal impact, however, this agreement facilitates the distribution of approximately $121,000 of tourism related funding for the City.

BACKGROUND AND PREVIOUS ACTIONS

Goodyear began participating in the AOT Prop 302 program in 2001 as part of the Wickenburg Chamber of Commerce co-op. On May 24, 2021, council approved the establishment of a new co-op between the city of Goodyear and the city of Litchfield Park. On September 13, 2021, council affirmed Goodyear acts as its own DMO, as well as designated a representative authorized to sign the AOT affidavit on behalf of the city.

STAFF ANALYSIS

The purpose of the AOT Prop 302 program is to support Maricopa County tourism and marketing promotion. Goodyear has received an average annual allocation of $121,000 over the past five years, which must be used solely to promote tourism and increase hotel stays. Projects have included the creation of visitgoodyear.com, digital and social media marketing, outdoor digital billboards in Cleveland and Cincinnati, print advertising in United Airlines Hemispheres magazine, advertisement in Visit Phoenix magazine and the Arizona state visitors guide as well as hotel rack card displays. Commercials promoting spring training and

VisitGoodyear.com are currently in production.

Attachments

Destination Marketing Organizations

ARIZONA
OFFICE OF TOURISM

Destination Marketing Organization Affidavit Cover Sheet

The **CITY OF GOODYEAR** has been designated by the **CITY OF GOODYEAR** as the official Destination Marketing Organization (DMO) for the purpose of coordinating tourism promotion with the Arizona Office of Tourism (AOT). AOT **does not** designate local DMOs across the state. The local designation decision lies with a **municipality, or county (the "Entity")**, and must conform to the following requirements:

1. AOT recognizes only one DMO per established community and requires that a DMO must be recognized by the Entity (municipal or county leadership through official action, which also designates a position within the organization that is authorized by the official action to execute the DMO Affidavit on behalf of the Entity.

2. The official action may be a resolution, ordinance, contract, or other official action by the Entity (municipality or county), and the action must be effective by July 1, 2022.

3. Renewal of DMO Affidavits will only be required when a change in the DMO designation occurs or upon request from AOT. Renewal on an annual basis is no longer necessary.

4. A DMO is defined as a not-for-profit organization or governmental unit that is responsible for the tourism promotion and marketing of a destination on a year-round basis.

5. DMOs must have and present to AOT annual proof of 1) a dedicated tourism marketing budget; 2) a website/microsite and 3) social media presence.

ARIZONA
OFFICE OF TOURISM

DESIGNATION OF DESTINATION MARKETING ORGANIZATION AFFIDAVIT

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

I, Julie Karins, being first duly sworn, state as follows:

1. I am a duly authorized representative of the City of Goodyear (the "Entity"), located at the physical address of 190 N. Litchfield Rd., Goodyear, AZ 85338, and I may be reached at the following telephone number: 623-932-3910.

2. This affidavit attests that the following organization meets the Arizona Office of Tourism requirements and is designated as the DMO for the Entity: City of Goodyear.

3. The above-listed organization has been designated as the Entity's DMO, by official action, to wit: Council Resolution, on 29th day of August, 2022.
(List official action, such as Resolution, Ordinance, and/or Contract) and date of execution)

4. I am attesting that, per the listed official action, the Entity agrees that such DMO designation will be effective indefinitely or until the Entity amends the designation. AOT can request written verification at any time.

I certify that, under the penalty of perjury of the law of the state of Arizona, that the above written statements herein are true and accurate to the best of my knowledge, and that I have authority granted by the Entity to sign this affidavit.

_____
(Signature)

Julie Karins
(Printed or typed name)

City Manager
(Title)

SUBSCRIBED AND SWORN to before me, the undersigned notary, this ____ day of _____, 20__, by a person demonstrated to me to be _____ based on
_____.

_____
Notary Public

ITEM #: 13.
DATE: 08/29/2022
AI #:1018

CITY COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR CITRUS FARM

STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

OTHER PRESENTER(S):
Michael Park, Atwell Group

SUMMARY

Preliminary Plat for Citrus Farm, subdividing approximately 45 acres of property into 110 lots and 4 tracts.

Recommendation

Approve the Preliminary Plat for Citrus Farm subject to stipulations. (Alex Lestinsky, Senior Planner)

STIPULATIONS

The following stipulations are conditions of approval of the Preliminary Plat for Citrus Farm subdividing approximately 45 acres of property into 110 lots and 4 tracts (the “Property”).

1. Owner shall underground all permanent utilities, excluding power lines 69 kV or larger, within the Property and within or adjacent to the streets along the frontage of the Property prior to issuance of the first Certificate of Completion, Temporary Certificate of Occupancy, or Certificate of Occupancy for any structure within the Property including model homes;
2. The Owner shall dedicate in fee, lien free, and at no cost to the city, right-of-way along the western boundary of the Property needed for the full half-street improvements for a minor arterial for the east half of Citrus Road, including all turn lanes, bus bays and the like;
3. Owner shall construct, at no cost to the city, full half-street improvements for the east half of the section of Citrus Road along the western boundary of the Property, which includes, but is not limited to, curb, gutter, sidewalk, paving, bus bay, landscaping, landscape irrigation, street lights, traffic signals (as necessary), signing and striping (the “Citrus Road Improvements”). Except for model home, no certificates of completion, temporary certificate of occupancy or certificates of occupancy shall be issued until the Citrus Road Improvements have been completed and accepted by the City Engineer or his/her designee subject to the completion of the two-year warranty period;
4. 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 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;

5. The Owner is responsible for a proportionate share of the costs for adjacent traffic signals. The Owner shall either construct these signals when warranted or pay to the city the proportionate share of the costs to install the required signals when requested by the City Engineer, or his/her designee. The following traffic signals obligations are as follows:
    1. 25% at Citrus Road and Campbell Avenue;
6. The first final plat subdividing all or part of the Property shall include Tract A as shown in the Preliminary Plat for Citrus Farms and prior to recordation of the first final plat subdividing all or part of the Property, Owner shall:
    1. provide Maricopa County Water District (“MWD”) a 20-foot easement within Tract A, in the location depicted in the Preliminary Plat for a lateral irrigation line (the “MWD Easement”). The easement shall be in a form required by MWD and the recording information shall be inserted into the final plat prior to recordation;
    2. obtain and record a license from MWD to the City of Goodyear in a form reviewed and approved by the City Attorney or his/her designee, authorizing the construction, maintenance, repair, replacement and removal of sewer lines and the operation of said sewer lines within the sections of the MWD Easement within which sewer lines needed for the city to provide sewer service to the Property will be constructed. The recording information for the license shall be included in the final plat prior to recordation;
    3. obtain and record a license from MWD to EPCOR authorizing the construction, maintenance, repair, replacement and removal of water lines and the operation of said water lines within the sections of the MWD Easement within which water lines needed for EPCOR to provide water service to the Property will be constructed. The recording information for the license shall be included in the final plat prior to recordation; and
    4. obtain and record a license from MWD to the City of Goodyear in a form reviewed and approved by the City Attorney or his/her designee, authorizing the construction, maintenance, repair, replacement, removal and use of street improvements and emergency vehicle access improvements that will cross over sections of the MWD Easement The recording information for the license shall be included in the final plat prior to recordation.
7. Prior to the issuance of any certificates of completion, temporary certificates of occupancy or certificates of occupancy for any structure within the Property except for model homes, Owner shall obtain a release from the Maricopa County Municipal Water Conservation District No. 1 of any interest it has in the real property located within the alignment for the south-half of the section of Citrus Road along the western boundary of the Property;
8. Owner shall dedicate, either on the final plat or by separate instrument, an emergency access easement providing secondary access from N. Citrus Road to the cul-de-sac at N. 178th Drive. The easement shall comply with requirements of all applicable Development Regulations, including the fire code and the City of Goodyear Engineering Design Standards and Policies, and shall be in a form acceptable to the City Attorney, or his/her designee. If the easement is conveyed by separate instrument, the easement shall be recorded and the recording information inserted into the final plat that includes the location of the emergency access easement prior to the recordation of such final plat;
9. Owner shall dedicate on the final plat a 10-foot wide public utilities easement, in a form

acceptable to the City Attorney, or his/her designee, along the east side of the 20-foot MWD Easement;

10. Prior to approval of the first final plat subdividing all or part of the Property, Owner shall obtain from the owner of Tract B of Final Plat of Abel Ranch – Phase 1 recorded at Book 1669 of Maps Page 12 (Instrument 2022-0405151) in the official records of the Maricopa County Recorder (the "Abel Ranch Phase 1 Final Plat") a 10-foot wide public utility and sidewalk easement that is located within Tract B of Abel Ranch – Phase 1 Final Plat in the location reflected in the Preliminary Plat for Citrus Farms. The easement shall be in a form acceptable to the City Attorney, or his/her designee, and it shall be recorded, and the recording information inserted into the final plat that includes the location of the public utility and sidewalk easement prior to the recordation of such final plat;
11. No final plat subdividing any part of the Property or site plan for development shall be approved until the existing road easement as purported on Bk 17, Pg. 28 M.C.R. as reflected in the Preliminary Plat for Citrus Farms has been abandoned or terminated. Proof of abandonment shall be demonstrated by the submittal of a title report demonstrating that the Property is no longer burdened by the easement or by any other document acceptable to the City Attorney in his/her sole discretion demonstrating that the easement no longer burdens the Property;
12. If necessary, Owner shall, at no cost to the city, obtain, and convey to the City, lien free and free of all encumbrances unless expressly agreed to by the City Engineer or his/her designee right of way for the east half of Citrus Road located south of southern boundary of property needed to construct pavement taper for northbound lane transition. The right-of-way to be conveyed herein shall be conveyed to the City prior to recordation of the first final plat subdividing all or part of the Property;
13. Waiver Agreements that run with the land shall be obtained from each initial homebuyer to sign, and shall include the following statement in the waiver agreement: "Citrus Farm 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. The Owner does release and discharge the City of Goodyear from any liability for any and all claims for future damages and complaints of any kind to persons or property that may arise at any time in the future from the operation of such aircraft near and over the area";
14. The Public Sales Report and final plat shall include a statement that Citrus Farm 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;
15. 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"x36" 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 all infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any

areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The site is located east of Citrus Road, south of Camelback Road, west of Abel Ranch. On September 24, 2018, the City Council adopted Ordinance No. 2018-1405 approving the rezone of the property to R1-6 (Single Family Detached).

The Planning and Zoning Commission recommended approval of the preliminary plat (7-0) on August 17, 2022. At the meeting, no members of the public spoke in support or opposition of this preliminary plat.

STAFF ANALYSIS

Current Policy:

Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. The preliminary plat presented herein, subject to the satisfaction of the conditions of approval and as discussed below, satisfies the foregoing requirements. An approved preliminary plat shall expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the property included in the preliminary plat or an extension has been obtained.

Details of the Request:

The request is to subdivide approximately 45 acres into 110 lots and 4 tracts. The subdivision will be accessed by W. Campbell Avenue, which aligns with the Sedella entrance off of Citrus Road.

Surrounding development includes:

- North – Abel Ranch community; Camelback Road
- East – Abel Ranch community
- South – Abel Ranch community; Indian School Road
- West – Citrus Road and Sedella community

The typical lot within the subdivision will be 55-feet wide by 130-feet deep and 60-feet wide by 135-feet deep. As designated by the R1-6 zoning district, minimum setbacks are 20-feet to the front, 5-feet for the sides, and 20-feet for the rear. Lot coverage is 60%. The maximum building height is 30 feet. The applicant is representing Gehan Homes for this project.
The subdivision includes approximately 5.5 acres of active open space as required by the Zoning Ordinance and includes amenities such as exercise/fitness stations, play equipment for multiple age groups, ramadas, shaded seating, charcoal BBQ’s, soccer goals, and an internal trail.

School Districts:

The subject property is located within the Litchfield Elementary School District and the Agua Fria Union High School District. High school students will attend Verrado High School. Elementary school students will attend Mabel Padgett Elementary School and Verrado Middle School.

Luke Air Force Base and Phoenix Goodyear Airport:
The subject property is located in the vicinity of Luke Air Force Base and the Phoenix Goodyear Airport Traffic Pattern Airspace. A stipulation has been included to require a general note on the final plat to inform the public and homeowners of base and airport operations and the potential for attendant noise and potential over-flights and stipulation #16 requires signage to be posted in the sales office of the model home complex in efforts to notify homebuyers of base operations.

Fire Department:
Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#185	7.58	3.79	8.30	4.15	#183	11.78	5.89	12.5	6.25

Police Department:
This parcel is located within an existing patrol beat and the current level of service within the patrol beat can accommodate development of the property.

Solid Waste/Recycling:
Solid waste and recycling will be provided by the City of Goodyear.

Water/Wastewater:
Water services will be provided by EPCOR and wastewater services will be provided by the City of Goodyear.

Streets/Transportation:
The parcel will be accessible by W. Campbell Avenue. A secondary emergency access driveway is provided off of N. Citrus Road. All streets within the subdivision will be public and constructed to city standards. A traffic signal at Campbell and Citrus is not warranted at this time.

Staff Findings:
The preliminary plat is consistent with the development standards established within the R1-6 (Single Family Detached) Zoning District. The preliminary plat is consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plat (7-0) on August 17, 2022.

Attachments

Preliminary Plat
Aerial Photo
Staff Presentation

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PRELIMINARY PLAT

FOR

CITRUS FARM

LOCATED IN A PORTION OF THE WEST HALF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

PARCEL NO. 1:

A PARCEL OF LAND SITUATED IN A PORTION OF THE WEST HALF OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, MONUMENTED BY A 3 INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 23, MONUMENTED BY A ½ INCH REBAR WITH ALUMINUM CAP, BEARS AS A BASIS OF BEARINGS, SOUTH 00 DEGREES 18 MINUTES 20 SECONDS WEST, A DISTANCE OF 2641.76 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 20 SECONDS WEST, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 2399.75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, A DISTANCE OF 215.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS SOUTH 87 DEGREES 43 MINUTES 53 SECONDS EAST, A DISTANCE OF 55.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 82 DEGREES 49 MINUTES 55 SECONDS, AN ARC DISTANCE OF 79.51 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00 DEGREES 18 MINUTES 20 SECONDS WEST, A DISTANCE OF 155.75 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 33 SECONDS EAST, A DISTANCE OF 215.05 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH 00 DEGREES 17 MINUTES 27 SECONDS EAST, A DISTANCE OF 970.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 46 DEGREES 08 MINUTES 53 SECONDS, AN ARC DISTANCE OF 781.27 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 02 DEGREES 28 MINUTES 54 SECONDS WEST, A DISTANCE OF 27.77 FEET;

THENCE NORTH 41 DEGREES 29 MINUTES 05 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 85 DEGREES 27 MINUTES 03 SECONDS EAST, A DISTANCE OF 27.77 FEET;

THENCE SOUTH 51 DEGREES 10 MINUTES 25 SECONDS EAST, A DISTANCE OF 30.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH 51 DEGREES 10 MINUTES 25 SECONDS WEST, A DISTANCE OF 1000.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 18 SECONDS, AN ARC DISTANCE OF 2.71 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 51 DEGREES 01 MINUTES 07 SECONDS EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 04 DEGREES 29 MINUTES 20 SECONDS EAST, A DISTANCE OF 28.76 FEET;

THENCE SOUTH 48 DEGREES 30 MINUTES 55 SECONDS EAST, A DISTANCE OF 24.16 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 41 DEGREES 29 MINUTES 05 SECONDS WEST, A DISTANCE OF 825.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06 DEGREES 52 MINUTES 09 SECONDS, AN ARC DISTANCE OF 98.91 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 41 DEGREES 38 MINUTES 46 SECONDS EAST, A DISTANCE OF 420.02 FEET;

THENCE SOUTH 86 DEGREES 38 MINUTES 46 SECONDS EAST, A DISTANCE OF 16.97 FEET,

THENCE SOUTH 41 DEGREES 38 MINUTES 46 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 03 DEGREES 21 MINUTES 14 SECONDS WEST, A DISTANCE OF 16.97 FEET;

THENCE SOUTH 41 DEGREES 38 MINUTES 46 SECONDS EAST, A DISTANCE OF 258.00 FEET;

THENCE SOUTH 86 DEGREES 38 MINUTES 46 SECONDS EAST, A DISTANCE OF 16.97 FEET;

THENCE SOUTH 41 DEGREES 38 MINUTES 46 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 03 DEGREES 21 MINUTES 14 SECONDS WEST, A DISTANCE OF 16.97 FEET;

THENCE SOUTH 48 DEGREES 21 MINUTES 14 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 86 DEGREES 38 MINUTES 46 SECONDS WEST, A DISTANCE OF 16.97 FEET;

THENCE SOUTH 48 DEGREES 21 MINUTES 14 SECONDS WEST, A DISTANCE OF 99.66 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH 41 DEGREES 38 MINUTES 46 SECONDS WEST, A DISTANCE OF 1689.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41 DEGREES 57 MINUTES 06 SECONDS, AN ARC DISTANCE OF 1236.68 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89 DEGREES 41 MINUTES 40 SECONDS WEST, A DISTANCE OF 220.98 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 19 SECONDS WEST, A DISTANCE OF 76.65 FEET;

THENCE SOUTH 04 DEGREES 40 MINUTES 11 SECONDS EAST, A DISTANCE OF 288.25 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 194.19 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 15 SECONDS WEST, A DISTANCE OF 20.99 FEET;

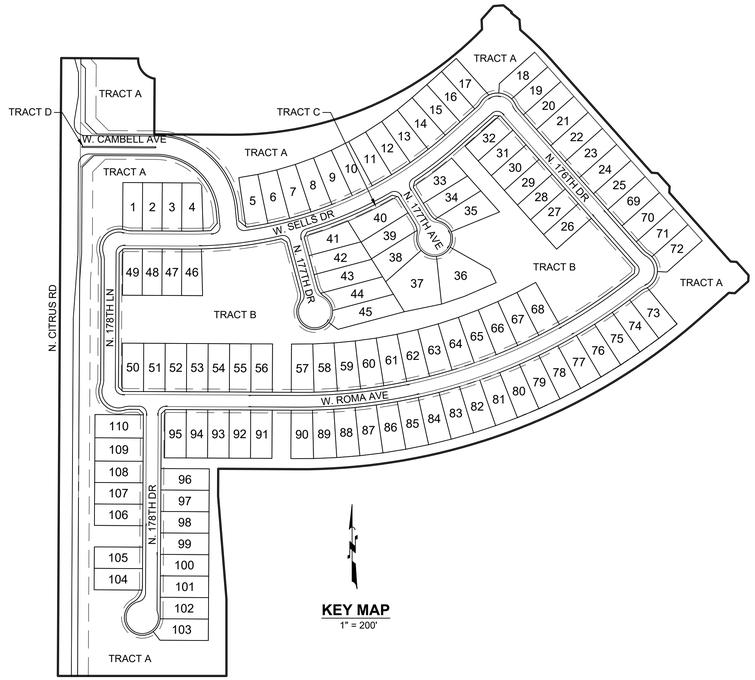
THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 471.08 FEET TO A POINT ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

THENCE NORTH 00 DEGREES 18 MINUTES 10 SECONDS EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 1485.35 FEET TO SAID WEST QUARTER CORNER OF SAID SECTION 23;

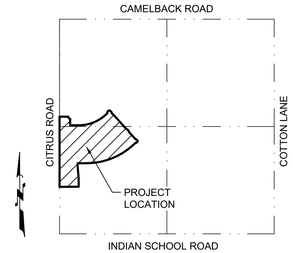
THENCE NORTH 00 DEGREES 18 MINUTES 20 SECONDS EAST, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 242.01 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

A NON-EXCLUSIVE EASEMENT FOR IRRIGATION DITCHES, SUMPS AND PIPELINES AS SET FORTH IN EASEMENT AGREEMENT RECORDED JULY 29, 2005 AS 2005-1071289, OF OFFICIAL RECORDS.



KEY MAP
1" = 200'



VICINITY MAP
N.T.S.

LEGEND

CL		8"S	SEWER LINE
R/W			SEWER MANHOLE
PUE			SEWER FLOW DIRECTION
10.0	CONTOUR LINE	EX. 8" S	EXIST. SEWER LINE
HW=10.0	HIGH WATER CONTOUR		EXIST. SEWER MANHOLE
1405	EXISTING CONTOUR MINOR	8"W	WATER LINE
1404	EXISTING CONTOUR MAJOR		WATER VALVE
PARCEL BOUNDARY			FIRE HYDRANT
GRADE BREAK		EX. 8" W	EXIST. WATER LINE
GRADE CHANGE			DRAINAGE FLOW ARROW
SIDEWALK		5	LOT NUMBER

NOTES

1. WATER, SEWER, AND DRAINAGE STUDIES HAVE BEEN PREPARED AND SUBMITTED IN CONJUNCTION WITH THIS PRELIMINARY PLAT.
2. IF PROTECTED NATIVE PLANTS ARE PRESENT IN THE PROJECT AREA THEN A NOTICE OR INTENT TO CLEAR LAND FORM WILL BE FILLED OUT AND SUBMITTED TO THE ARIZONA DEPARTMENT OF AGRICULTURE AT LEAST 60 DAYS PRIOR TO VEGETATION REMOVAL ACTIVITIES, IN ACCORDANCE WHIT THE ARIZONA NATIVE PLANT LAW (A.R.S. 3-904).
3. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER, OR PLACED WITHIN A PUBLIC UTILITY EASEMENT, SANITARY EASEMENT, OR WATER EASEMENTS EXCEPT FOR: UTILITIES, WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES WITH NO CONTINUOUS FOOTING. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, PAVING OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
4. STRUCTURES AND LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 6 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.
5. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
6. ALL ROADS WITHIN THE DEVELOPMENT SHALL BE BUILT TO CITY OF GOODYEAR STANDARDS OR AS AMENDED BY ZONING AND/OR THIS PRELIMINARY PLAT.
7. A HOMEOWNERS ASSOCIATION SHALL BE FORMED FRO THE MAINTENANCE OF TRACTS AND OPEN SPACE WITH DUTIES AND RESPONSIBILITIES ESTABLISHED VIA A SET OF COVENANTS, CONDITIONS AND RESTRICTIONS. (CC&RS).

DEVELOPER
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MIKEPARK@ATWELL-GROUP.COM

LANDSCAPE ARCHITECT
ABLA
310 E. RIO SALADO PARKWAY
TEMPE AZ 85281
PHONE (480) 530-0077
CONTACT: MARK PANZA
MARK.PANZA@ABLASTUDIO.COM

SHEET INDEX

DESCRIPTION	SHEET NO.
COVER SHEET	1
STREET SECTIONS AND DETAIL SHEET	2
PRELIMINARY PLAT	3
PRELIMINARY GRADING	4
PRELIMINARY UTILITY	5

BASIS OF BEARING
BASIS OF BEARING IS ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 23, T.2N., R.2E. BEING N00°18'20"E WITH A DISTANCE OF 2641.82 FEET (MEASURED).

BENCHMARK
PRIMARY BENCHMARK:
HORIZONTAL LOCATION=APPARENT INTERSECTION OF CITRUS ROAD AND INDIAN SCHOOL ROAD
BEING A FOUND MONUMENT IN HANDHOLE STAMPED MARICOPA COUNTY HIGHWAY DEPARTMENT
ELEVATION = 1085.78 "NORTH AMERICAN VERTICAL DATUM 1988"

SECONDARY BENCHMARK:
HORIZONTAL LOCATION=APPARENT INTERSECTION OF CITRUS ROAD AND CAMELBACK ROAD
BEING A FOUND MONUMENT IN HANDHOLE STAMPED MARICOPA COUNTY HIGHWAY DEPARTMENT
ELEVATION = 1110.92 "NORTH AMERICAN VERTICAL DATUM 1988"

FLOODPLAIN DESIGNATION
CITRUS FARM LIES IN ZONE "X" (OTHER FLOOD AREAS) PER FEMA FLOOD INSURANCE RATE MAP NUMBERS 04013C1665L, 0413C1670L, 04013C2130L & 04013C2135L
COMMUNITY - MARICOPA, NUMBER 040037,
PANEL NOS. 1665, 1670, 2130, 2135 SUFFIX L,
EFFECTIVE DATES OCTOBER 16TH, 2013.

ZONE X:

"ZONE X IS DEFINED AS AREAS OUTSIDE THE 100-YEAR FLOODPLAIN, AREAS OF 100-YEAR SHEET FLOW FLOODING WHERE AVERAGE DEPTHS ARE LESS THAN ONE FOOT, AREAS OF 100-YEAR STREAM FLOODING WHERE THE CONTRIBUTING DRAINAGE AREAS ARE LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED FROM THE 100-YEAR FLOOD BY LEVEES. NO BASE FLOOD ELEVATIONS OR DEPTHS ARE SHOWN WITHIN THIS ZONE."

SITE DATA

APN'S	502-31-010C
ZONING	R1-6
TOTAL LOTS	110
GROSS SITE AREA (AC)	45.35 AC
NET SITE AREA	43.17 AC
MINIMUM LOT AREA (CODE)	5,500 SF
AVERAGE LOT AREA (PROPOSED)	8,336 SF
NET PARCEL DENSITY (DU/AC)	2.55
OPEN SPACE TRACTS (AC)	14.98
ACTIVE OPEN SPACE (AC)	5.45 AC
PASSIVE OPEN SPACE (AC)	9.89 AC
PERCENT OPEN SPACE (NET %)	35.5%

LOT MIX TABLE

LOT SIZE	QUANTITY	MIX
55' x 130'	49 LOTS	45%
60' x 135'	61 LOTS	55%
TOTAL	110 LOTS	100%

TRACT TABLE

TRACT	ACRES	USE	OWNERSHIP	MAINTAINED
TRACT A	9.70	COMMON AREA, PUE, DRAINAGE, MWD, & EMERGENCY ACCESS	HOA	HOA
TRACT B	5.57	COMMON AREA, PUE, & DRAINAGE	HOA	HOA
TRACT C	0.06	COMMON AREA & PUE	HOA	HOA
TRACT D	0.01	MEDIAN OPEN SPACE	COG	HOA
TOTAL	15.34			

UTILITY PROVIDERS

SEWER	CITY OF GOODYEAR
WATER	EPCOR
FIRE	CITY OF GOODYEAR
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
NATURAL GAS	SOUTHWEST GAS
COMMUNICATIONS	COX AND CENTURYLINK

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

COVER SHEET

PROJECT: CITRUS FARM
GOODYEAR, ARIZONA

811 Know what's below. Call before you dig.

REVISIONS:

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE EXPIRES 09/30/2022
64583
MICHAEL J. PARK
ARIZONA U.S.A.

PM. M. PARK
DR. S. STAMAN

JOB NO.
21000351

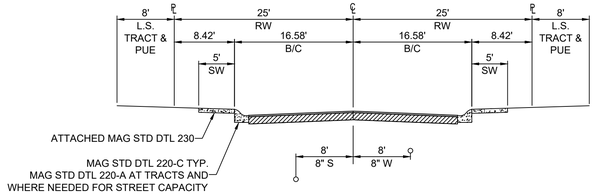
FILE NO.
21000351CS01

CS01

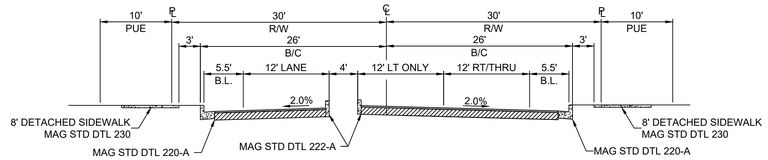
SHEET NO.
1 OF 3

k:\21000351.01 - citrus farms - engineering & survey\dwg\plan sets\preliminary plat\21000351cs01.dwg Savedate:5/5/2022 12:29 PM Plotdate:5/6/2022 10:11 AM

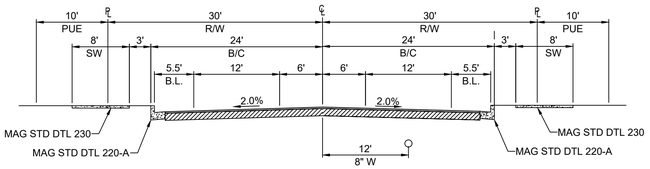
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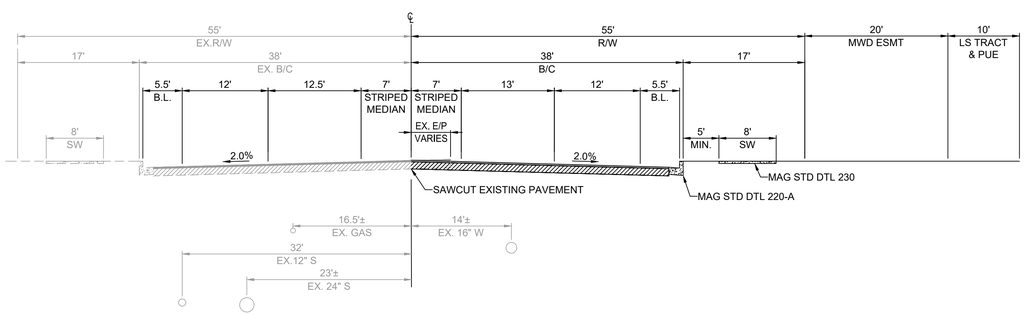
LOCAL STREET 25' R/W
N.T.S.



CAMPBELL AVE ENTRY 60' RW
N.T.S.



MINOR COLLECTOR ROAD 60' RW
N.T.S.

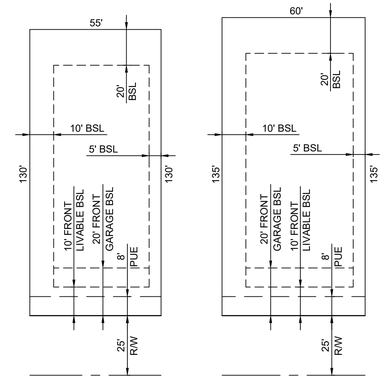


CITRUS ROAD
MINOR ARTERIAL STREET
N.T.S.

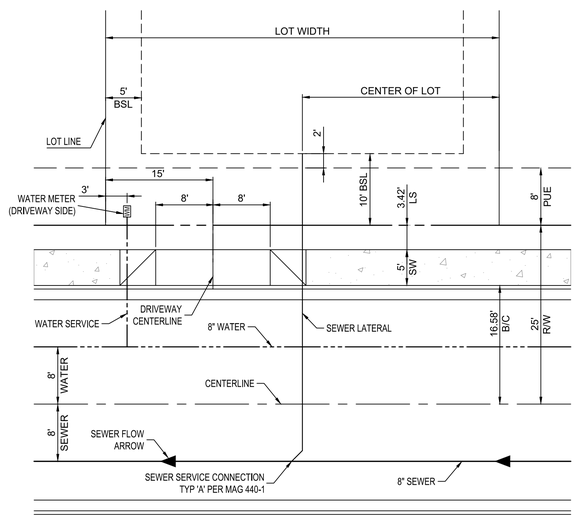
R1-6 DEVELOPMENT STANDARDS SINGLE FAMILY DISTRICTS

LOT STANDARDS	
MINIMUM LOT AREA (SF)	5,500 S.F.
MINIMUM LOT WIDTH (FT)	55'
MINIMUM LOT DEPTH (FT)	100'
BUILDING FORM AND LOCATION	
MAXIMUM BUILDING HEIGHT (FT)	30'
MAXIMUM BUILDING COVERAGE	60%
MINIMUM SETBACKS (FT)	
FRONT (1)	10'
FRONT FACING GARAGE	20'
SIDE	5'
TOTAL BOTH SIDES	15' (2)
STREET SIDE (3)	10'
REAR	20'

1. FRONT SETBACK SHALL BE MEASURED TO PATIOS, LIVABLE SPACE, AND SIDE ENTRY GARAGES.
2. TOTAL OF BOTH SIDES SETBACK MAYBE REDUCED TO 10 FEET SUBJECT TO THE REQUIREMENTS AS PROVIDED IN SECTION 3-2-3-D OF THE CITY OF GOODYEAR ZONING ORDINANCE.
3. WHERE A MINIMUM 10 FOOT WIDE LANDSCAPE TRACT IS PROVIDED, THE TYPICAL SIDE SETBACKS, RATHER THAN STREET SIDE SETBACK APPLIES.



R1-6 TYPICAL BUILDING SETBACKS
SCALE: 1"=30'



TYPICAL LOT SERVICE LOCATION
N.T.S.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8531

STREET SECTIONS AND DETAILS

PROJECT:
CITRUS FARMS
GOODYEAR, ARIZONA

811
Know what's **below.**
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REVISIONS:

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
64583
MICHAEL J.
PARK
DATE SIGNED 05/06/2022
ARIZONA U.S.A.

PM. M. PARK
DR. S. STAMAN
JOB NO.
21000351
FILE NO.
21000351DT01
DT01

SHEET NO.
2 OF 3

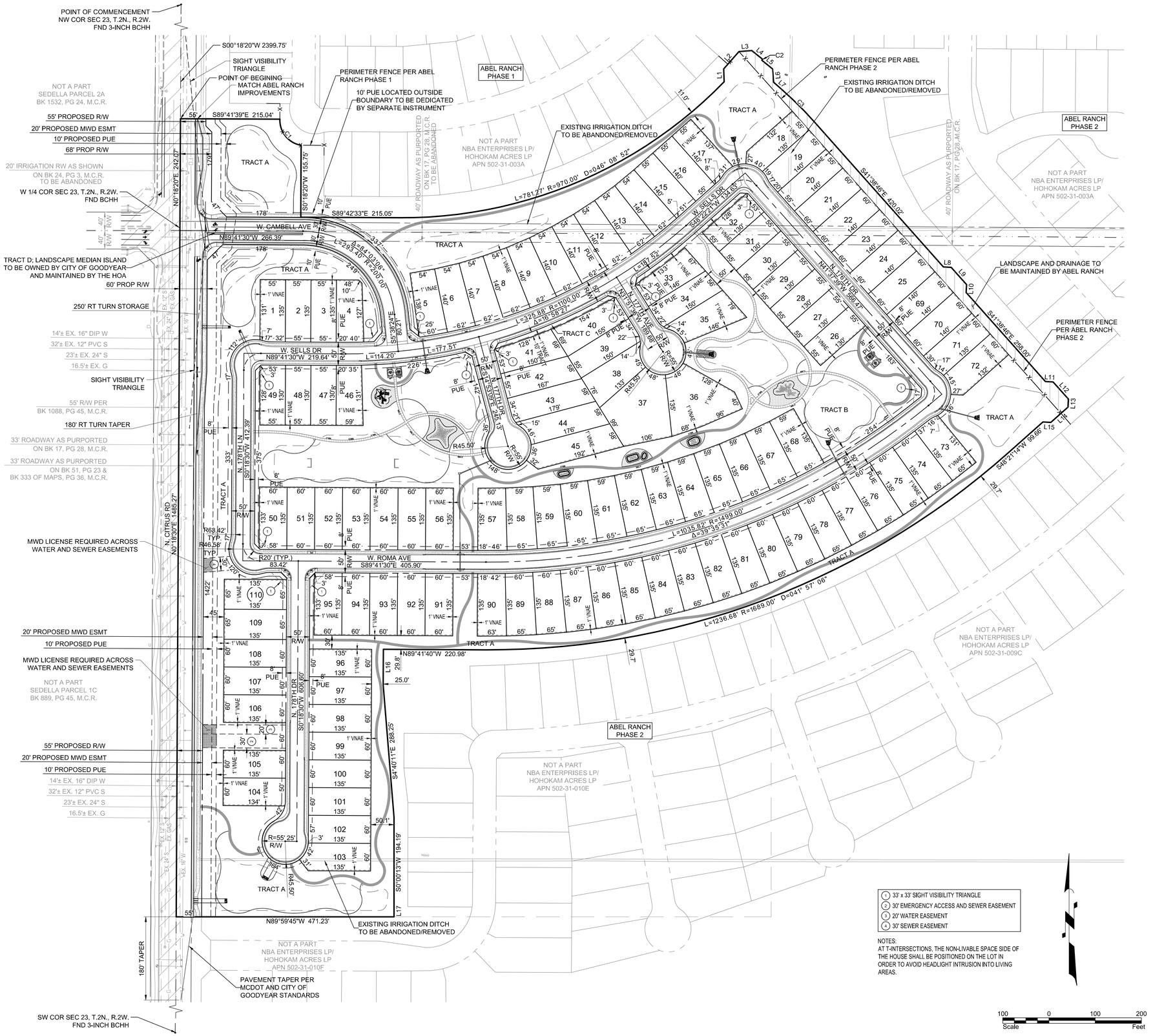
k:\21000351.01 - citrus farms - engineering & survey\dwg\plan sets\preliminary plat\21000351dt01.dwg Savedate:5/3/2022 12:18 PM Plotdate:5/6/2022 10:11 AM

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Parcel Name	Square Feet	Parcel Name	Square Feet
LOT #1	7387.37	LOT #56	8100.00
LOT #2	7425.00	LOT #57	8330.65
LOT #3	7425.00	LOT #58	8427.76
LOT #4	7732.88	LOT #59	8427.76
LOT #5	8159.46	LOT #60	8427.76
LOT #6	8161.07	LOT #61	8427.76
LOT #7	8161.07	LOT #62	8427.76
LOT #8	8161.07	LOT #63	8427.76
LOT #9	8161.07	LOT #64	8427.76
LOT #10	8161.07	LOT #65	8427.76
LOT #11	8161.07	LOT #66	8427.76
LOT #12	8161.07	LOT #67	8427.76
LOT #13	8161.07	LOT #68	8427.76
LOT #14	8117.93	LOT #69	8400.00
LOT #15	7743.95	LOT #70	8400.00
LOT #16	7700.00	LOT #71	8330.63
LOT #17	7554.57	LOT #72	8412.99
LOT #18	7738.20	LOT #73	8376.88
LOT #19	7605.73	LOT #74	8411.02
LOT #20	7700.00	LOT #75	8411.02
LOT #21	8400.00	LOT #76	8411.02
LOT #22	8400.00	LOT #77	8411.02
LOT #23	8400.00	LOT #78	8411.02
LOT #24	8400.00	LOT #79	8411.02
LOT #25	8400.00	LOT #80	8411.02
LOT #26	7150.00	LOT #81	8411.02
LOT #27	7150.00	LOT #82	8411.02
LOT #28	7150.00	LOT #83	8411.02
LOT #29	7150.00	LOT #84	8411.02
LOT #30	7150.00	LOT #85	8411.02
LOT #31	7150.00	LOT #86	8411.02
LOT #32	7148.00	LOT #87	8411.02
LOT #33	8305.84	LOT #88	8411.02
LOT #34	8231.04	LOT #89	8411.02
LOT #35	9216.85	LOT #90	8318.80
LOT #36	15721.43	LOT #91	8100.00
LOT #37	17454.01	LOT #92	8100.00
LOT #38	8712.83	LOT #93	8100.00
LOT #39	8492.38	LOT #94	8100.00
LOT #40	9337.69	LOT #95	8098.00
LOT #41	8310.23	LOT #96	8100.00
LOT #42	8708.91	LOT #97	8100.00
LOT #43	9601.71	LOT #98	8100.00
LOT #44	9522.49	LOT #99	8100.00
LOT #45	10575.71	LOT #100	8100.00
LOT #46	7381.13	LOT #101	8100.00
LOT #47	7150.00	LOT #102	8100.13
LOT #48	7150.00	LOT #103	8558.31
LOT #49	7148.00	LOT #104	8096.65
LOT #50	8098.00	LOT #105	8100.00
LOT #51	8100.00	LOT #106	8100.01
LOT #52	8100.00	LOT #107	8100.00
LOT #53	8100.00	LOT #108	8100.00
LOT #54	8100.00	LOT #109	8775.00
LOT #55	8100.00	LOT #110	8775.00

LINE TABLE		
LINE	LENGTH	BEARING
L1	27.77'	N02°28'54"W
L2	50.00'	N41°29'05"E
L3	27.77'	N85°27'03"E
L4	30.00'	S51°10'25"E
L5	30.00'	S51°01'07"E
L6	28.76'	S04°29'20"E
L7	24.16'	S48°30'55"E
L8	16.97'	S86°38'46"E
L9	50.00'	S41°38'46"E
L10	16.97'	S03°21'14"W
L11	16.97'	S86°38'46"E
L12	50.00'	S41°38'46"E
L13	16.97'	S03°21'14"W
L14	50.00'	S48°21'14"W
L15	16.97'	N86°38'46"W
L16	76.65'	S00°18'19"W
L17	20.99'	S00°00'15"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	79.51'	55.00'	82°49'55"
C2	2.71'	1000.00'	0°09'18"
C3	98.91'	825.00'	6°52'09"



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8631

PRELIMINARY PLAT

PROJECT: CITRUS FARM

GOODYEAR, ARIZONA

811 Know what's below. Call before you dig.

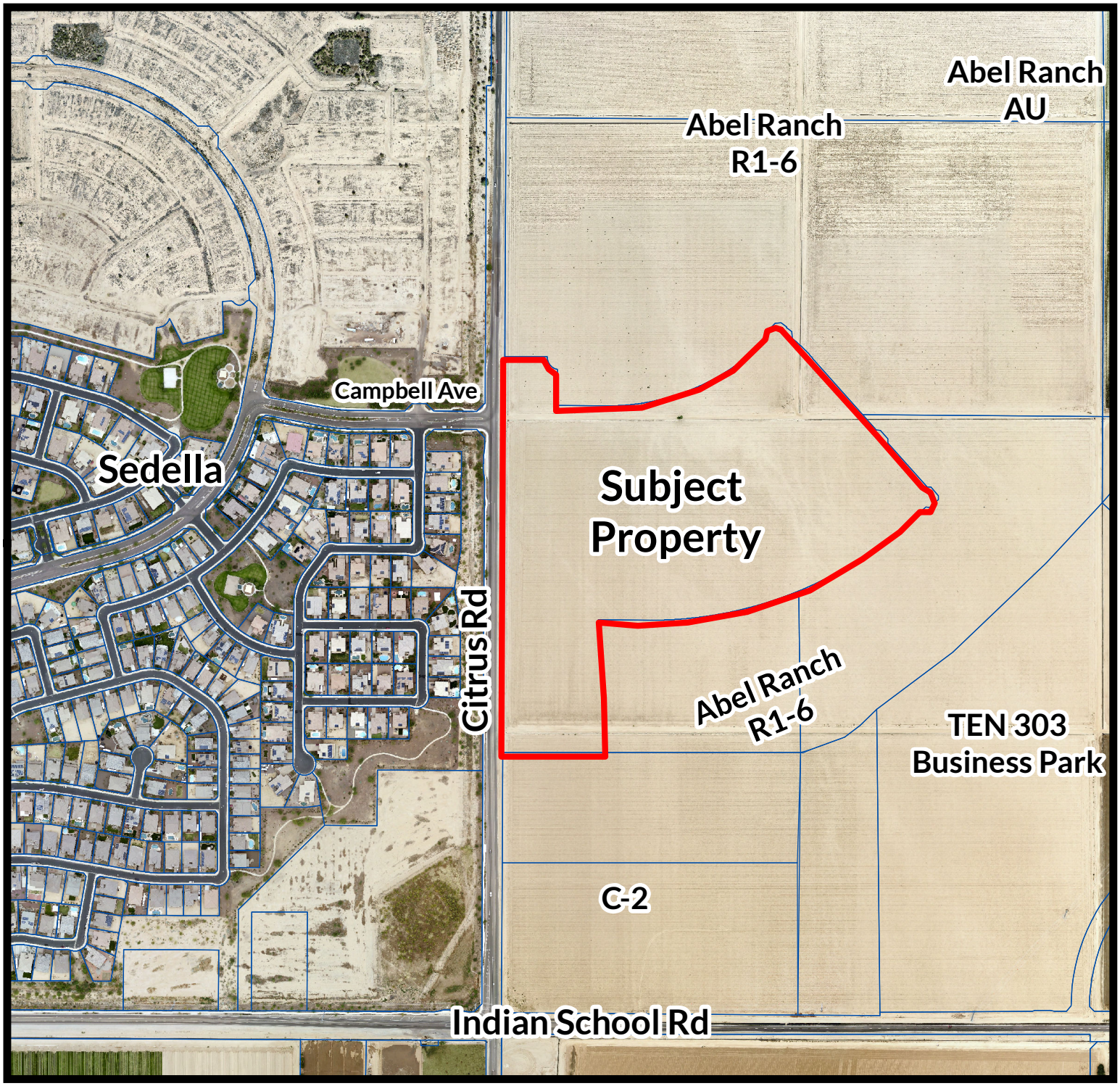
REVISIONS:

REGISTERED PROFESSIONAL ENGINEER CERTIFICATE NO. 64583 MICHAEL J. PARK DATE SIGNED 06/30/2022 ARIZONA U.S.A.

PM.	M. PARK
DR.	S. STAMAN
JOB NO.	21000351
FILE NO.	21000351PP01
	PP01
SHEET NO.	3 OF 3

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Aerial Photo Exhibit
Citrus Farms
Case No. 21-500-00015



Drawn By: Alex Lestinsky
City of Goodyear Development Services Department
Date: July 21, 2022

N

CITY OF Goodyear

Citrus Farm
Preliminary Plat

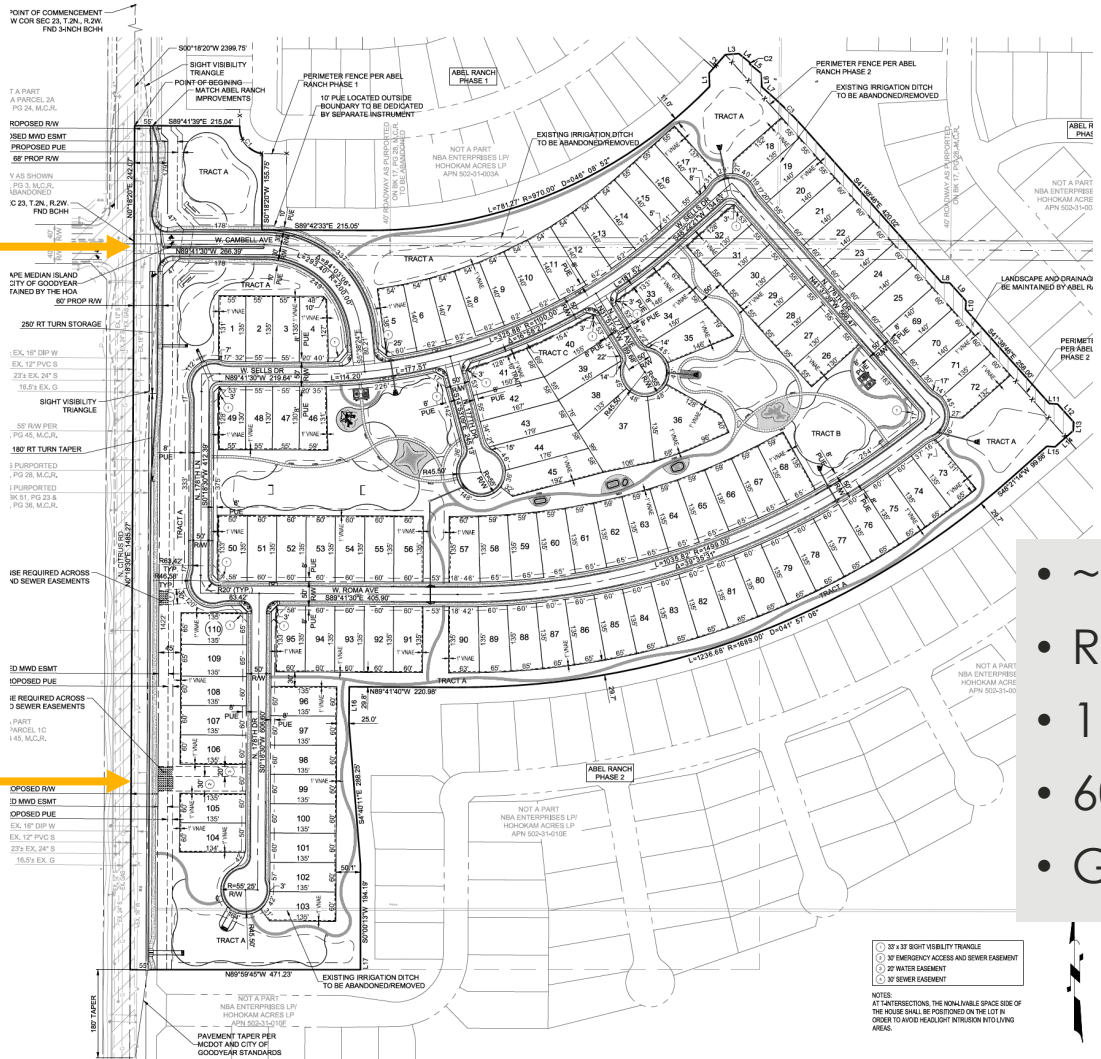
Subject Property

- North of the northwest corner of Citrus and Indian School Rds
- ~45 acres
- R1-6
- 110 Lots



Campbell Ave

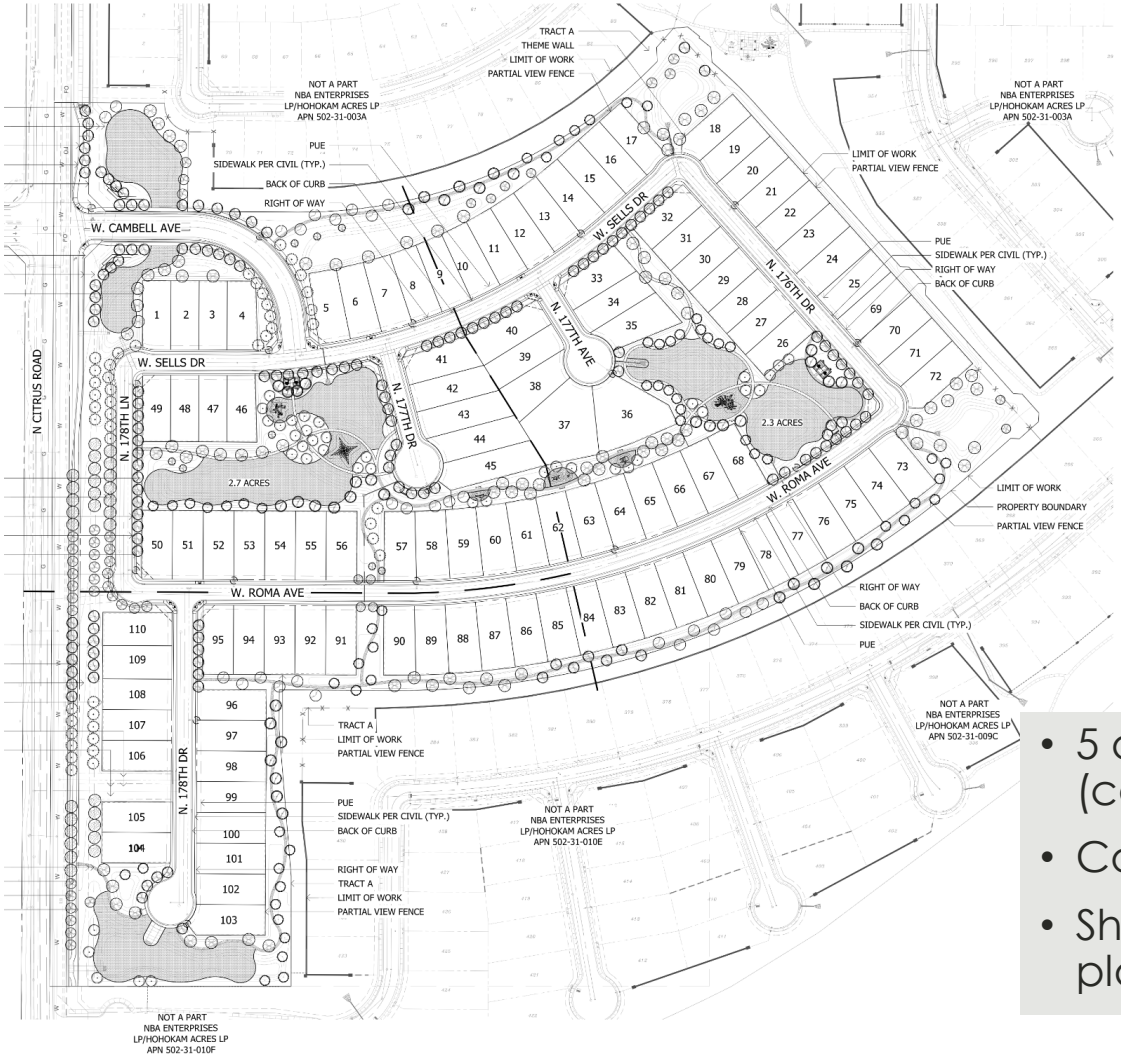
Emergency access



Preliminary Plat

- ~45 acres
- R1-6
- 110 Lots
- 60'x135'
- Gehan Homes

Preliminary Landscape Plan



- 5 acre park (combined)
- Connecting Trails
- Shaded Tot Lots, play equipment

Recommendation

CITRUS FARM

- Meets Zoning Requirements, Subdivision Regulations, Engineering Standards

- PZC recommended approval on 8/17/2022

ITEM #: 14.
DATE: 08/29/2022
AI #:1017

CITY COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR THRIVE AT AVISION GOODYEAR

STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

OTHER PRESENTER(S):
Amy Malloy, Evolve Ventures

SUMMARY

Preliminary Plat for Thrive at Goodyear Single Family Development, subdividing approximately 5 acres of property into 47 lots and 3 tracts.

Recommendation

Approve the Preliminary Plat for Thrive at Goodyear Single Family Development subject to stipulations. (Alex Lestinsky, Senior Planner)

STIPULATIONS

1. Any secondary emergency access points of entry that will be visible from Van Buren Street shall be developed with fire access gates that are made of decorative metal such as wrought-iron, painted to match the walls and fences constructed within the property included within the boundaries of the Preliminary Plat for Thrive at Avision Goodyear presented hereto (the “Property”), and that otherwise meet all applicable building and fire code standards for such gates; and
2. Except for model homes, no certificate of completion, temporary certificate of occupancy or certificate of occupancy shall be issued for any structure within the Property until the centralized community gathering area as described in the Thrive at Avision PAD Overlay (January 2022) adopted by Ordinance No. 2022-1525 has been completed; and
3. Enhanced alternative paving material acceptable to the Zoning Administrator or his/her designee shall be installed on all driveways within the Property; and
4. 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 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; and

5. 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, all Building Codes and Regulations adopted by the City of Goodyear, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and
6. In addition to the specific infrastructure identified herein, Owner shall construct all infrastructure improvements required by the City of Goodyear subdivision regulations and Engineering Design Standards and Policy Manual in effect at the time of construction; and
7. A Final Plat shall be submitted with the construction document submittal. No permits shall be issued for any work within the Property until a final plat subdividing the property included within the Preliminary Plat for Thrive at Avision Goodyear has been approved by City Council and recorded in the official records of the Maricopa County Recorder; and
8. Owner shall construct the full half-street improvements required for a Major Collector as set forth in the Engineering Design Standards, G-3124-1, in effect at the time the improvements are constructed, for the east half of N. Central Avenue along or adjacent to the frontage of the Property "N. Central Avenue Improvements", including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting; excepting the full median and full median landscaping within the section of road along or adjacent to the frontage of the Property. No temporary certificate of occupancies, certificate of occupancies or certificates of completion shall be issued for structures within the Property until the "N. Central Avenue Improvements" have been completed and accepted by the City Engineer or his designee subject to completion of the two-year warranty period; and
9. Owner shall dedicate on the final plat a 4-foot wide public utilities easement, in a form reviewed and approved by the City Attorney, or his/her designee, for the length of the project along the south side of the existing 16-foot PUE per MCR BK 202, PG 10; and
10. Owner shall dedicate a 5-foot wide public utilities easement on the east side of the existing 5-foot wide Tele/Comm easement recorded in the official records of the Maricopa County Recorder at Book 11416 of Maps, Page 181 located along the entire western boundary of the Property; and
11. Except as otherwise modified by the City Engineer or his designee, Owner shall dedicate to the City a 10-foot wide public utilities easement, in a form reviewed and approved by

the City Attorney, or his/her designee, along the frontage of the Property adjacent to E. Van Buren Street; and

12. No final plat subdividing any part of the Property or site plan for development within the Property shall be approved and no construction permits for work within the Property shall be issued until the following occurs:
    a. the existing electrical easement granted by the easement recorded in with the Maricopa County Recorder at Instrument No. MCR 2005-253048 has been terminated and Owner has provided the City with documentation acceptable to the City Attorney or his designee reflecting that Property is no longer burdened by the easement; and
    b. the existing gas easement granted by the easement recorded in with the Maricopa County Recorder at Instrument No. MCR 2005-997743 has been terminated and Owner has provided the City with documentation acceptable to the City Attorney or his designee reflecting that Property is no longer burdened by the easement; and
13. Owner shall coordinate with APS regarding the future APS electrical transmission easement and associated infrastructure along the north side of Van Buren Street as shown on the Preliminary Plat. Prior to approval of a final plat subdividing all or part of the Property, Owner shall provide documentation showing that APS has consented to proposed improvements and construction activities within their future easement area; and
14. All existing above-ground utilities within and abutting the subject property, including cable television and telecoms, shall be placed underground, with the exception of 69 kV or larger electric lines. This shall be shown on the construction plans submitted with the final plat and noted on the final plat prior to the issuance of the first Temporary Certificate of Occupancy or Certificate of Occupancy in such phase;and
15. Owner shall construct all improvements needed for the secondary emergency access point of entry from E. Van Buren Street to Tract A, which improvements shall include the installation of the fire access gate described in stipulation 1 above, the installation of a mountable curb in lieu of the existing vertical curb at the north side of E. Van Buren Street and the replacement of the existing sidewalk with 9 inch thick concrete sidewalk at the proposed secondary emergency access; and
16. The Water and Wastewater Basis of Design Report dated June 27, 2022 is not approved with this Preliminary Plat review. No final plat for the property shall be approved until a Water and Wastewater Report that the existing and proposed infrastructure complies with all applicable Development Regulations, including the requirements in the Engineering Design Standards and Policies and the subdivision regulations has been submitted to the City and approved by the City Engineer or his/her designee. The revised report shall include an exhibit depicting the water model system, which shall include, but is not limited to, junction nodes and pipe IDs;
17. Privacy lot walls/fences enclosing the rear yards of each unit shall be provided. Walls/fences shall be constructed with compatible materials and colors of the homes and design shall be approved by the Zoning Administrator or his/her designee; and
18. Subject to the approval of the Public Works Department, the Applicant will install a gate or similar security apparatus along each of the eastern and western ends of the northern property boundary to control access to the area between the adjacent neighborhood to the north and the lots on the Property.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The site is located east of the northeast corner of Central Avenue and Van Buren Street. On February 28, 2022, the City Council adopted Ordinance No. 2022-1525 approving the rezone of the property as R1-A (Single Family Attached) with a PAD Overlay.

The Planning and Zoning Commission reviewed the request at their meeting on August 17, 2022. Commissioner Sambito expressed concerns with security of the rear yards of individual units and the sewer easement area along the northern boundary of the Property. Commissioner Sambito requested that the easement area be fenced off to prevent unwanted activity in what would become an alley between the units and the property wall to the north. In response, the applicant indicated each unit would have Privacy lot walls/fences enclosing the rear yards of each unit shall be provided. The applicant indicated a willingness to install gates to cut-off access to the easement area between the northern boundary of the property, which is the northern boundary of the easement area and the Property, and the southern boundary of the easement area, subject to the consent of the City of Goodyear public works department, which controls the easement. The commission recommended the addition of two stipulations addressing the Commissioner's concerns (#17 and #18). No one from the public spoke in support or opposition of the preliminary plat. The Planning and Zoning Commission recommended approval (7-0) with the additional stipulations.

STAFF ANALYSIS

Current Policy:

Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. The preliminary plat presented herein, subject to the satisfaction of the conditions of approval and as discussed below, satisfies the foregoing requirements. An approved preliminary plat shall expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the property included in the preliminary plat or an extension has been obtained.

Details of the Request:

The request is to subdivide approximately 5 acres into 47 lots and 3 tracts. The subdivision will be accessed by N Central Avenue with emergency access available off of Van Buren Street.

Surrounding development includes:

- North – Arnold Manor subdivision – zoned R1-7
- South – Existing Commercial, Wells Fargo bank, Van Buren Street
- East – Existing Commercial center, Central Square commercial complex
- West – Existing Commercial center, 99 Cents Store anchor

The typical lot within the subdivision will be 28-feet wide and 80-feet deep. As designated by the R1-A zoning district and modified PAD standards, minimum setbacks are 20-feet to the front, 0-feet for the sides (this housing type is attached), and 15-feet for the rear. Lot coverage is 75%. The maximum building height is 30 feet.
Pursuant to the ordinance, the R1-A parcels must include one amenity element, two connectivity elements, and one streetscape element. Additional elements are provided in order justify a few modifications to the development standards. The applicant has identified which amenities will be provided to demonstrate conformance with the R1-A zoning.

Amenity Elements (1 required)

1. Additional Internal Park Amenities – The development will include a private pool for use by the residents.
2. Integrated Commercial – This property is entirely contained within 1,320-foot radius of a commercial property, not separated by an arterial road, and is not separated by a subdivision perimeter wall, as required by the Zoning Ordinance elements allowing it to count as an amenity element.

Connectivity Elements (2 required)

1. No Subdivision Perimeter Wall – This development does not have a perimeter wall restricting connectivity from the adjacent commercial developments.
2. Infill Development – This site is located within a growth area as defined by the General Plan.
3. Internal trail system – The development will provide a minimum 5-foot sidewalk trail that provides connectivity to internal amenities and the adjacent commercial developments.

Streetscape Elements (1 required)

1. The applicant has provided an alternative paving material in the driveway which was included in the Landscape Plans. Stipulation #3 requires the alternative paving material and will be finalized at the time of Residential Design Review.

School Districts:
The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District.

Luke Air Force Base:
The subject property is located within the vicinity of a military airport. Notice was provided to Luke AFB and they have indicated that given the location of the subject property, base operations will not be adversely impacted by this proposed residential development.

Phoenix-Goodyear Airport:
The subject property is located within the Phoenix-Goodyear Traffic Pattern Airspace. Given the location of the property, airport operations will not be adversely impacted by this proposed residential development.

Fire Department:
Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#181	2.63	1.31	2.63	1.31	#183	5.95	2.98	5.95	2.98

Police Department:
This parcel is located within an existing patrol beat and the current level of service within the patrol beat can accommodate development of the property.

Solid Waste/Recycling:
Solid waste and recycling services for the property will be contracted through a commercial provider given the private streets proposed in the development.

Water/Wastewater:
Water and wastewater services will be provided by the City of Goodyear.

Streets/Transportation:
The main point of access into the subdivision will be off of Central Avenue, which would include a main ingress/egress. A secondary emergency access connection is required off of Van Buren Street and will be gated to only allow emergency vehicular access.

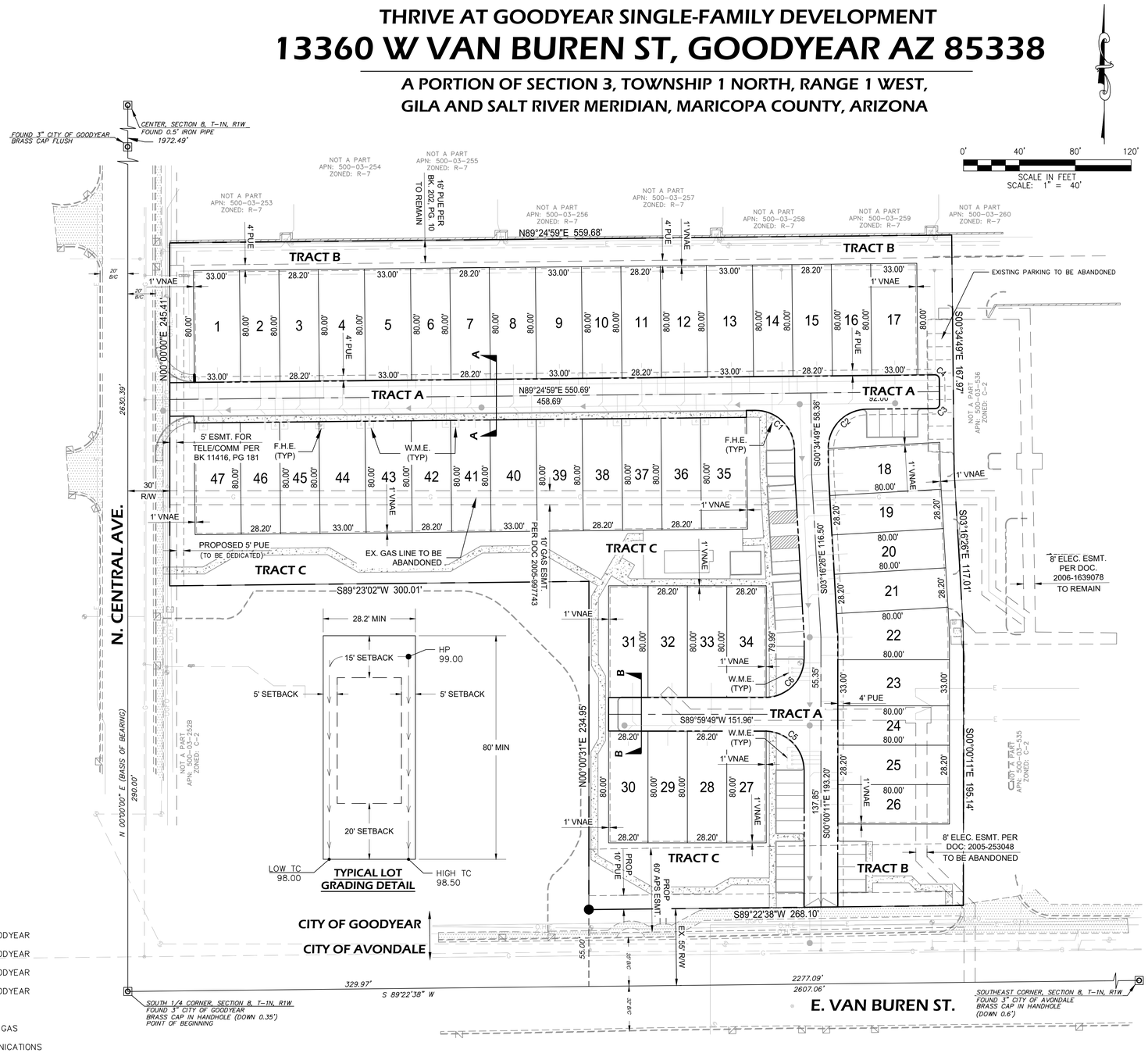
Staff Findings:
The preliminary plat is consistent with the development standards established within the R1-A (Single Family Attached) Zoning District and a PAD Overlay. The preliminary plat is consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plat subject to the addition of stipulations 17 and 18 on August 17, 2022.

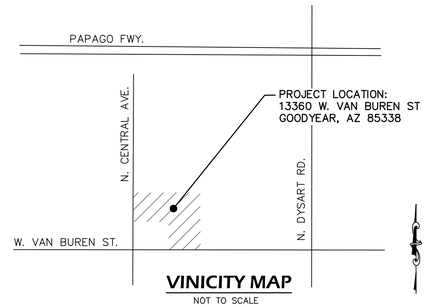
Attachments

Preliminary Plat
Aerial Photo
Landscape Plan
Staff Presentation

PRELIMINARY PLAT FOR
THRIVE AT GOODYEAR SINGLE-FAMILY DEVELOPMENT
13360 W VAN BUREN ST, GOODYEAR AZ 85338
A PORTION OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LOT SUMMARY TABLE	
LOT #	*AREA (SF)*
1	2,640
2	2,256
3	2,256
4	2,640
5	2,640
6	2,256
7	2,256
8	2,640
9	2,640
10	2,256
11	2,256
12	2,640
13	2,640
14	2,256
15	2,256
16	2,256
17	2,640
18	2,691
19	2,256
20	2,256
21	2,256
22	2,825
23	2,640
24	2,256
25	2,256
26	2,256
27	2,256
28	2,256
29	2,256
30	2,256
31	2,256
32	2,256
33	2,256
34	2,256
35	2,640
36	2,256
37	2,256
38	2,256
39	2,640
40	2,640
41	2,256
42	2,256
43	2,640
44	2,640
45	2,256
46	2,256
47	2,640





VINICITY MAP
NOT TO SCALE

OWNER/DEVELOPER
EDWARD HOMES
ATTN: BROCK METZKA
702-665-6989
BMETZKA@YAHOO.COM

ENGINEER
PREFLING ENGINEERING
4435 E. CHANDLER BLVD, SUITE 200
PHOENIX, AZ 85048
CONTACT PERSON: MIKE PREFLING
TEL. NO. 480-625-9795
E-MAIL: mike@preflingeng.com

OPEN SPACE
REQ'D OPEN SPACE: 15% OF NET LOT
ACTIVE OPEN SPACE: 32,371 SF

ABBREVIATIONS
W.M.E. = WATER METER EASEMENT
F.H.E. = FIRE HYDRANT EASEMENT

BENCHMARK
THE BENCHMARK USED FOR THIS SURVEY IS THE CITY OF GOODYEAR BENCHMARK NO. G337, BEING A 3" IRON BAR IN HANDHOLE, LOCATED AT THE INTERSECTION OF VANBUREN STREET AND DYSART ROAD, HAVING AN ELEVATION OF 984.11 NGVD 20.

BASIS OF BEARING
BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF NORTH CENTRAL AVENUE, AS BEING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PER THE RECORD OF SURVEY RECORDED IN BOOK 1192, PAGE 29, RECORDS OF MARICOPA COUNTY, ARIZONA.

FIRM INFORMATION:
FIRM MAP ID# – 04013C2155M
FIRM ZONE – X
DATE – 09/18/2020

PROJECT DESCRIPTION
NEW SINGLE FAMILY RESIDENTIAL DEVELOPMENT TO CONSTRUCT 47 LOTS.

SITE DATA
A.P.N.
500-03-537

ADDRESS
13360 W. VAN BUREN ST.
GOODYEAR, AZ 85338

EXISTING ZONING
C-2

PROPOSED ZONING
R1-A

GROSS AREA
200,752 SF / 4.61 AC

DISTURBED AREA
200,752 SF / 4.61 AC

LOT COUNT
47 LOTS

MINIMUM LOT SIZE
2,253 SF

AVERAGE LOT SIZE
2,450 SF

LEGAL DESCRIPTION
PARCEL 3, OF MINOR LAND DIVISION OF PARCELS 1, 2 & 3 OF CENTRAL SQUARE RECORDED IN BOOK 1192 OF MAPS, PAGE 29, RECORDS OF MARICOPA COUNTRY RECORDER, MARICOPA COUNTY, ARIZONA, ALSO DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER;

THENCE NORTH 000 23'45", A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE NORTH 000 00'00"EAST PARALLEL TO AND 30.00 FEET EAST OF THE SAID WEST LINE, A DISTANCE OF 245.40 FEET;

THENCE NORTH 890 25'14"EAST, A DISTANCE OF 559.91 FEET;

THENCE SOUTH 000 34'46"EAST, A DISTANCE OF 168.00 FEET;

THENCE SOUTH 030 14'07"EAST, A DISTANCE OF 116.98 FEET;

THENCE SOUTH 000 00'00"WEST, A DISTANCE OF 195.28 FEET;

THENCE SOUTH 890 23'45"WEST PARALLEL TO AND 55.00 NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 268.21 FEET;

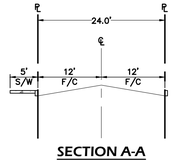
THENCE NORTH 000 00'00"EAST, A DISTANCE OF 235.00 FEET;

THENCE SOUTH 890 23'45"WEST, A DISTANCE OF 300.00 FEET TO THE TRUE POINT OF BEGINNING.

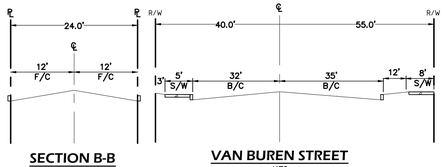
UTILITY COMPANY

WATER	– CITY OF GOODYEAR
SEWER	– CITY OF GOODYEAR
WASTE DISPOSAL	– CITY OF GOODYEAR
FIRE	– CITY OF GOODYEAR
ELECTRIC	– APS
GAS	– SOUTHWEST GAS
CABLE	– COX COMMUNICATIONS

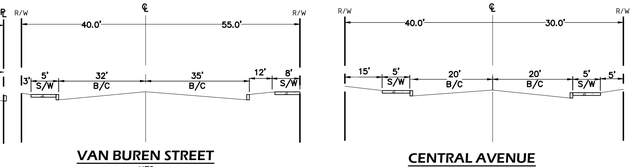
TRACT USE AND AREA TABLE				
TRACT	*PRIMARY USE*	*SQ. FT.*	*ACRE*	*OWNERSHIP/MAINTAINED BY*
TRACT A	Private Drive/Drainage/Public and Private Utilities/MCE/Water Easement	27,773.13	0.64	HOA
TRACT B	Landscape/Drainage/PUE/Private Utilities/Retention, Ex. Electrical Easement	25,031.57	0.57	HOA
TRACT C	Landscape/Drainage/PUE/Private Utilities/Retention, F.H.E, W.M.E, Ex. Telecom Easement	35,029.74	0.80	HOA



SECTION A-A
LOCAL STREET
TRACT A
NTS



SECTION B-B
LOCAL STREET
TRACT A
NTS



VAN BUREN STREET
NTS

CENTRAL AVENUE
NTS

LINE #/CURVE #	LENGTH	DIRECTION/DELTA	RADIUS
C1	43.984	090.0032	28.000
C2	43.981	089.9968	28.000
C3	4.713	089.9968	3.000
C4	4.713	090.0032	3.000
C5	43.137	088.2707	28.000
C6	43.137	088.2707	28.000

THRIVE @GOODYEAR SF DEVELOPMENT
A PORTION OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

4435 E. Chandler Blvd
Suite 200
Phoenix, AZ 85048
480-625-9795

PREFLING Engineering

PRELIMINARY PLAT PLAN SHEET

Version	
1	1ST SUBMITTAL 06/27/2022

Designed by: MJP
Drawn by: MJP
Checked by: MJP
Date: 06/27/2022

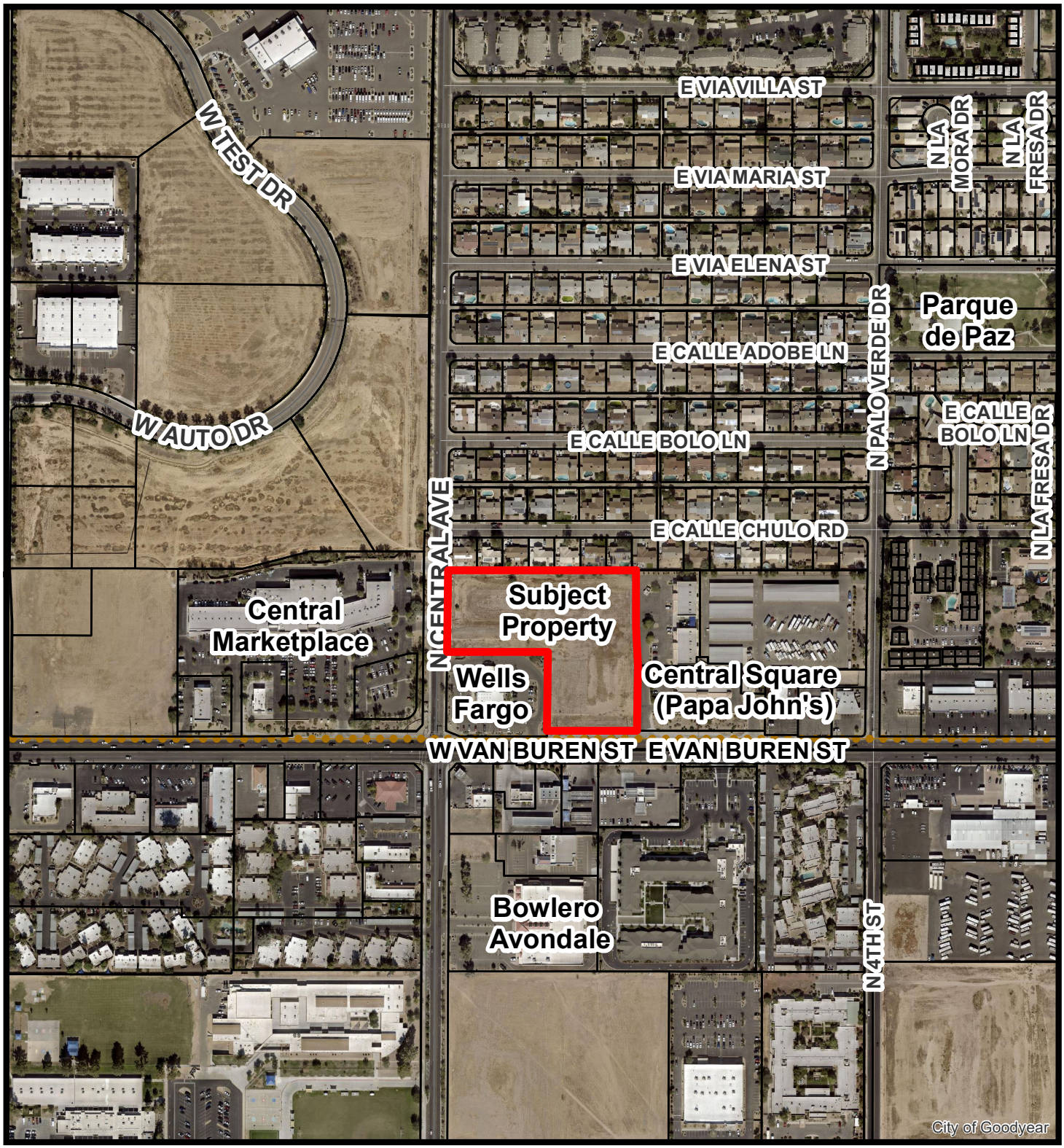
Dial 811 or visit Arizona811.com

SEAL
Registered Professional Engineer
CERTIFICATE NO.
46785
MICHAEL J.
PREFLING
ARIZONA
06/27/22
EXPIRES: 9/30/22

JOB NUMBER
100

SHEET
1 OF 1

Aerial Photo Exhibit
Thrive at Avision Goodyear
Case No. 21-500-00013



Drawn By: Alex Lestinsky
City of Goodyear Development Sevices Department
Date: January 7, 2022

N

LANDSCAPE NOTES:

1. LANDSCAPE DESIGN WILL BE A UNIFYING ELEMENT TO ASSIST WITH DEVELOPMENT OF A COHESIVE PROJECT & WILL ASSIST WITH INTEGRATION OF THE PROJECT INTO THE SURROUNDING NEIGHBORHOOD.
2. FOUNDATION PLANTINGS WILL BE PROVIDED TO SOFTEN APPEARANCE OF BUILDINGS AND TO PROVIDE A SMOOTH TRANSITION BETWEEN PAVED AREAS & VERTICAL RESIDENTIAL UNITS.
3. FLOWERING TREES, SHRUBS & ACCENTS WILL BE USED TO PROVIDE COLOR & ACCENTUATE ENTRY WAYS & ACTIVITY AREAS.
4. LANDSCAPING WILL BE USED TO DEFINE AREAS SUCH AS BUILDING ENTRANCES, ACTIVITY AREAS, FOCAL POINTS AND STREET / DRIVE EDGES.
5. LANDSCAPE DESIGN WILL CONSIST OF DROUGHT TOLERANT TREES, SHRUBS, ACCENTS & GROUNDCOVERS THAT ARE COMPATIBLE WITH EXISTING PLANTINGS ALONG CENTRAL AVENUE AND VAN BUREN STREET.
6. PLANT MATERIAL SHALL COMPLY WITH ALL REQUIREMENTS OF CITY CODE AND WITH CRITERIA OF THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR). THE CRITERION SPECIFIES PLANT MATERIAL WHICH HAS LOW WATER NEEDS & ENCOURAGES THE CONSERVATION OF CITY WATER RESOURCES.
7. LANDSCAPE AREAS SHALL BE FINISHED WITH A 3/4" SCREENED DECOMPOSED GRANITE TOPDRESSING TO MIN. DEPTH OF TWO (2) INCHES.
8. LANDSCAPE AREAS TO BE MAINTAINED BY PRIVATE HOA.
9. NO PLANT MATERIAL WILL BE ALLOWED WITHIN SEVEN (7) FEET OF A FIRE HYDRANT. NO PLANT MATERIAL WILL BE ALLOWED BETWEEN FIRE HYDRANT AND CURB.
10. SHRUBS PLANTED WITHIN THE SAFETY TRIANGLE ARE TO HAVE A MATURE HEIGHT OF NOT MORE THAN EIGHTEEN (18) INCHES. HEIGHT SHALL BE FROM EDGE OF PAVEMENT, AND TOTAL HEIGHT SHALL INCLUDE THE HEIGHT OF ANY MOUNDING. GROUNDCOVER IS PREFERRED.
11. TREES PLANTED WITHIN THE SAFETY TRIANGLE ARE TO HAVE A CLEAR TRUNK PRUNED TO A HEIGHT OF SEVEN (7) FEET OR GREATER UPON INSTALLATION. HEIGHT SHALL BE FROM EDGE OF PAVEMENT, AND TOTAL HEIGHT SHALL INCLUDE THE HEIGHT OF ANY MOUNDING.
12. TREES SHALL PROVIDE A TEN (10) FOOT MINIMUM SETBACK FROM ALL WATER, SEWER AND STORM DRAIN SERVICE. ANY TREES LOCATED WITHIN THIS SETBACK SHALL CALL OUT THE USE OF A BIO- BARRIER OR BE RELOCATED OUTSIDE OF THIS TYPE OF EASEMENT.

PLANT SCHEDULE:

TREES	COMMON / BOTANICAL NAME	SIZE	QTY
	EVERGREEN ELM / ULMUS PARVIFOLIA 8` H X 4` W, MATCHED STANDARDS SUPPLIER: WESTERN TREE	24" BOX	31
	MULGA / ACACIA ANEURA 7` H X 3` W, UPRIGHT STANDARD	24" BOX	49
	RED PUSH CHINESE PISTACHE / PISTACIA CHINENSIS 'RED PUSH' 9` H X 3.5` W, UPRIGHT STANDARD	24" BOX	51
	SOUTHERN LIVE OAK / QUERCUS VIRGINIANA 12` H X 7` W, MATCHED STANDARDS	36"BOX	14

SHRUBS	SIZE
BIG LINDHEIMER'S MUHLY / MUHLENBERGIA LINDHEIMERI 'BIG'	5 GAL
BRITISH RUELLIA / RUELLIA BRITTONIANA	5 GAL
CORAL FOUNTAIN / RUSSELIA EQUISETIFORMIS	5 GAL
DESERT RUELLIA / RUELLIA PENNINSULARIS	5 GAL
GREEN HOPSEED BUSH / DODONEA VISCOSA `GREEN`	5 GAL
LEUCOPHYLLUM SPECIES / LEUCOPHYLLUM SPECIES	5 GAL
LITTLE OLIVE / OLEA EUROPAEA `MONTRA`	5 GAL
OUTBACK CASSIA / SENNA OLIGOPHYLLA	5 GAL
PETITE PINK OLEANDER / NERIUM OLEANDER `PETITE PINK`	5 GAL
PINK MUHLY GRASS / MUHLENBERGIA CAPILLARIS	5 GAL
TECOMA SPECIES / TECOMA SPECIES	5 GAL

ACCENTS	SIZE
GREY DESERT SPOON / DASYLIRION WHEELERI	5 GAL
MEDITERRANEAN FAN PALM / CHAMAEROPS HUMILIS	15 GAL
TROPICAL AGAVE / AGAVE DESMETTIANA	5 GAL
YELLOW BLOOMING ALOE / ALOE BARBADENSIS	5 GAL
YUUCA SPECIES / HESPERALOE SPECIES	5 GAL

GROUNDCOVERS	SIZE
LANTANA / LANTANA SPECIES	1 GAL.
OUTBACK SUNRISE EMU / EREMOPHILA GLABRA	1 GAL
TUTTLE NATAL PLUM / CARISSA MACROCARPA `TUTTLEI`	1 GAL.

NATURAL TURF OR SYNTHETIC LAWN WITH CONCRETE HEADER EDGING

EXISTING LANDSCAPE AREAS (NOT IN CONTRACT) PROTECT/PRESERVE EXST. PLANTING & IRRIGATION

LANDSCAPE THIS AREA TO MEET APS SPECIFIC PLANT MATERIAL REQUIREMENTS.

KEYNOTES:

1. EXISTING WALK TO REMAIN
2. DECOMPOSED GRANITE IN P.U.E., NO LANDSCAPE
3. LAWN AREA FOR INFORMAL PLAY
4. BIKE PARKING
5. BENCH
6. PLAY EQUIPMENT
7. PROJECT SIGN
8. BATHROOMS
9. POOL EQUIPMENT
10. FORMALIZED STREET TREES
11. GUEST PARKING
12. 5' WIDE WALK WITH TREES AT 20'-0" O.C.
13. FIRE DEPARTMENT ACCESS GATE
14. BBQ GRILLS
15. ENHANCED PAVING AT DRIVEWAYS. REFER TO ARCHITECTURAL SITE PLAN

0 30' 60' 90'

collectiV landscape architects
1426 N. 2nd Street, Suite 200
Phoenix, Arizona 85004
www.collectivla.com
Telephone: 602.358.7711
info@collectivla.com

178.02 - GOODYEAR TOWNHOMES

GOODYEAR TOWNHOMES
CONCEPTUAL LANDSCAPE PLAN
13360 W. VAN BUREN STREET, GOODYEAR, AZ. 85338

CONTACT ARIZONA 811 AT LEAST TWO FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811 BLUE STAKE, INC.
CALL 811 OR 1.800.782.5348

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 36932
JIM SMITH
6/21/22
Date Signed
ARIZONA, U.S.A.

EXPIRES 12.31.22

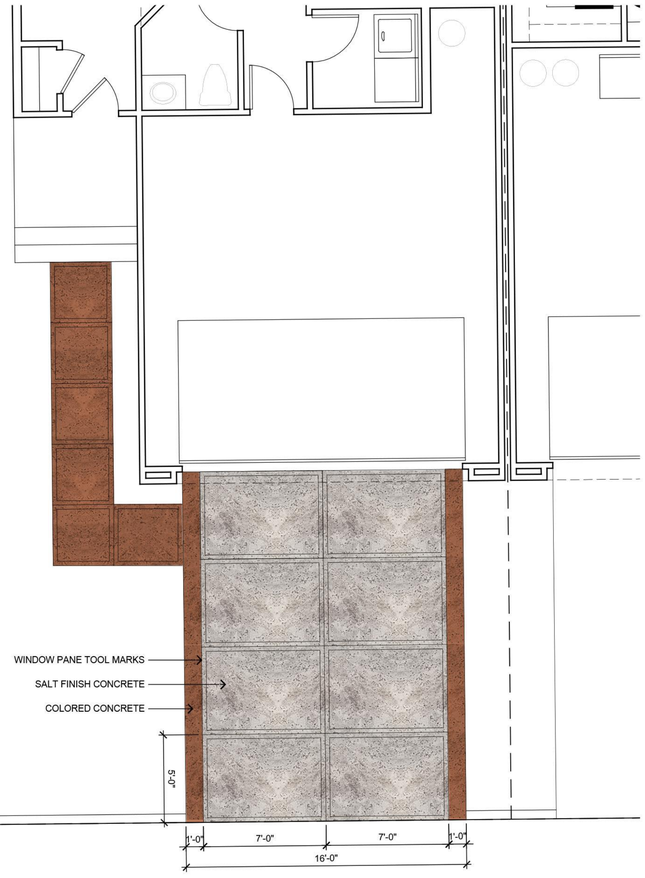
THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF COLLECTIV LANDSCAPE ARCHITECTS. THIS DRAWING MAY NOT BE REPRODUCED, OR REPRODUCTIONS HEREOF USED, WITHOUT SPECIFIC WRITTEN PERMISSION.

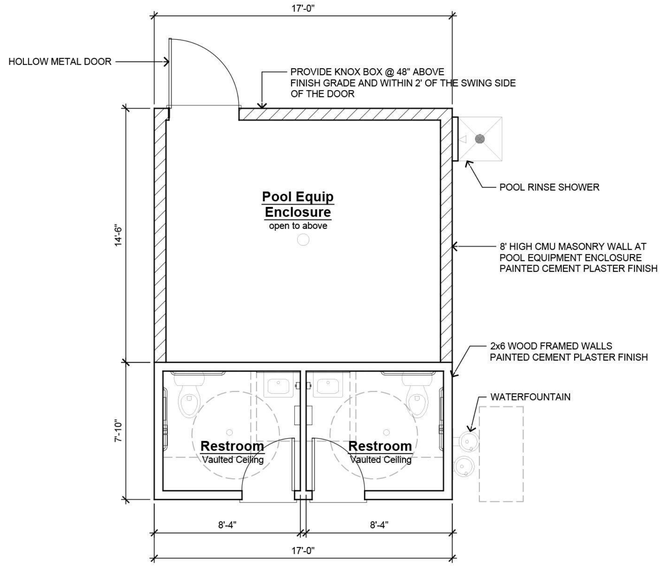
DRAWN	MAE
CHECKED	JS
DATE	21 JUNE 2022
REVISION DATE:	-
JOB NO.	178.02

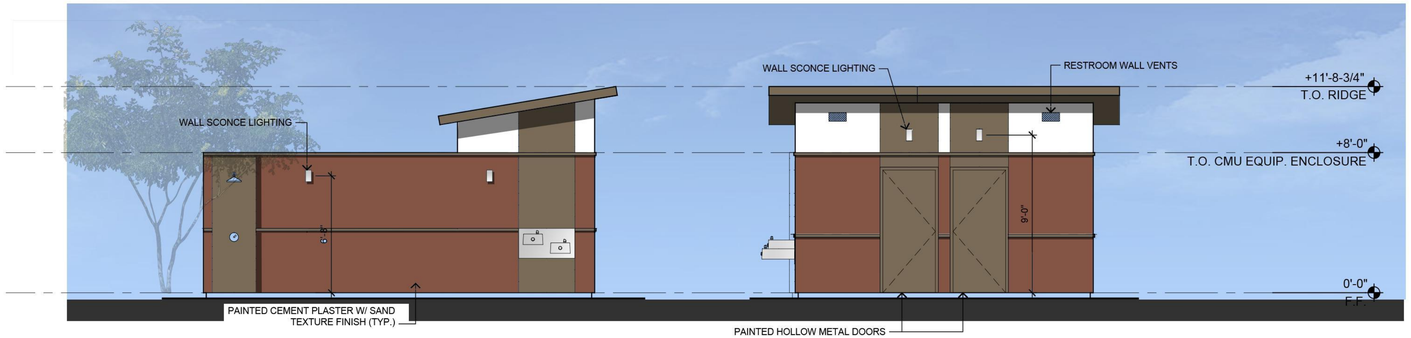
CONCEPTUAL LANDSCAPE PLAN

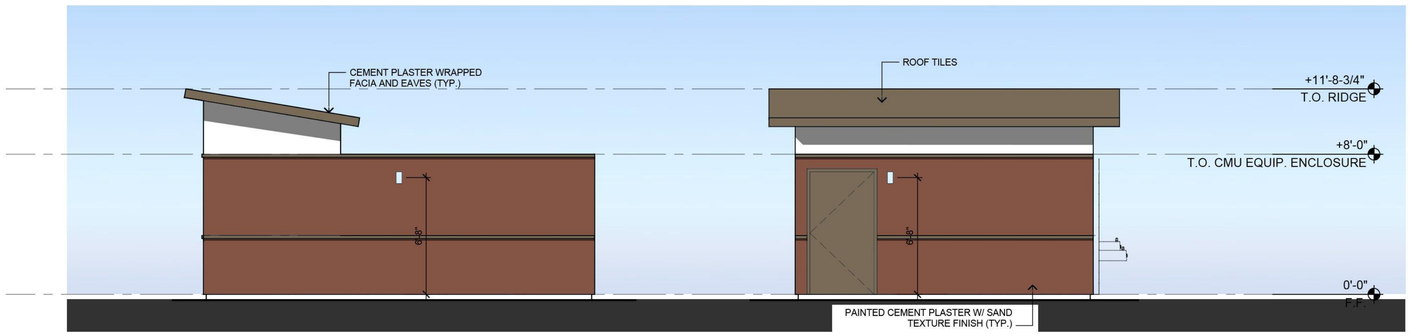
L1
OF 1

VERSION #2









rad studio
ARCHITECTURE | INTERIORS | PLANNING
address: 707 Fremont St. Suite #3320
Las Vegas, NV 89101
contact:email: Ryan@RADstudiolv.com
phone: 702.340.6180

Proposed Single Family Residential - Conceptual Pool Restroom and Equip. enclosure - Plans & Elevations - Driveway Finish

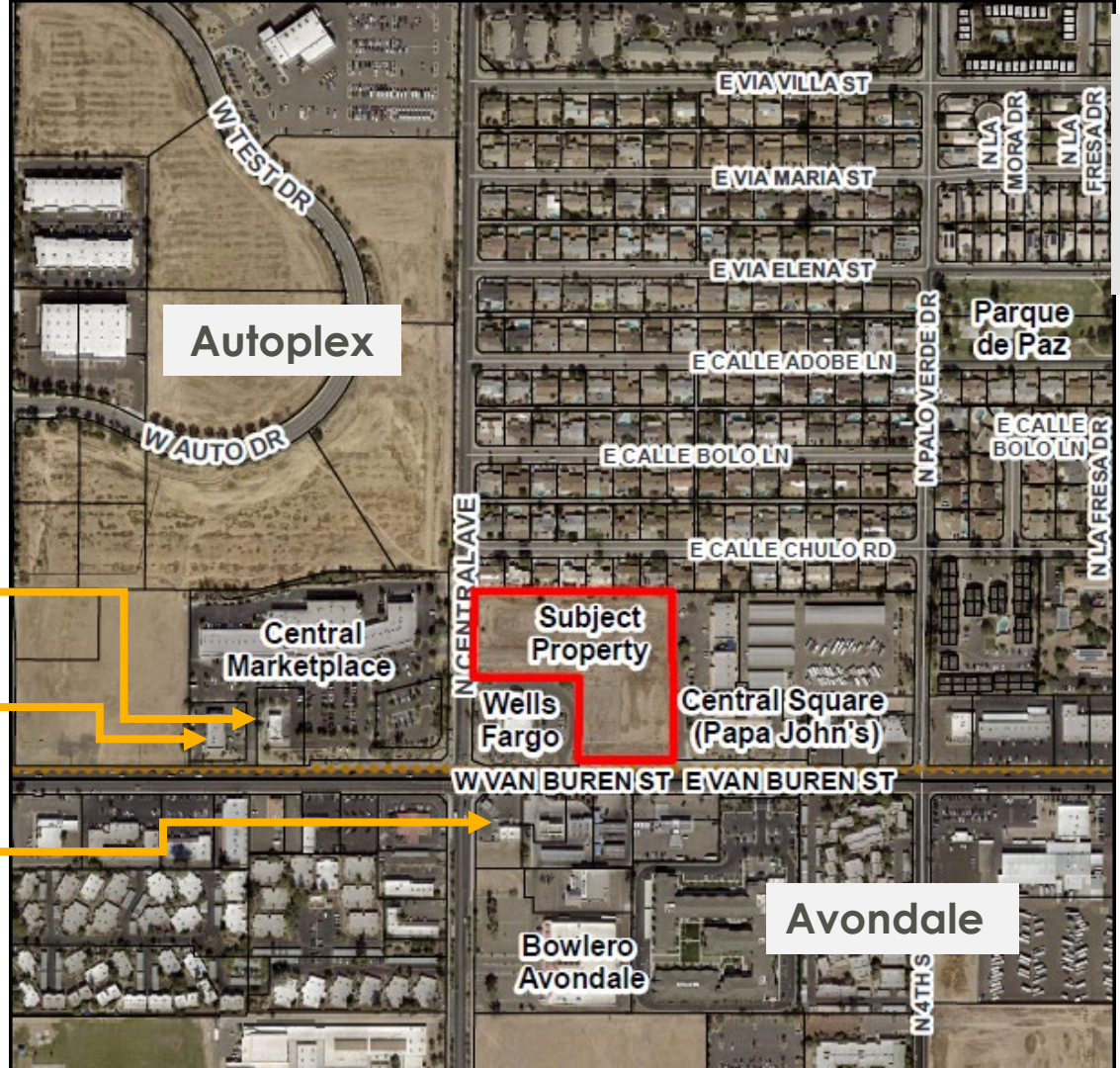
13360 W. Van Buren Street
Goodyear, Arizona 85338

Date: June 13, 2022
Scale: 1/4" = 1'-0"

EDWARD HOMES

Thrive at Avision
Preliminary Plat

- NEC W Van Buren St. & N Central Ave
- ~4.6 acres



Church's Chicken

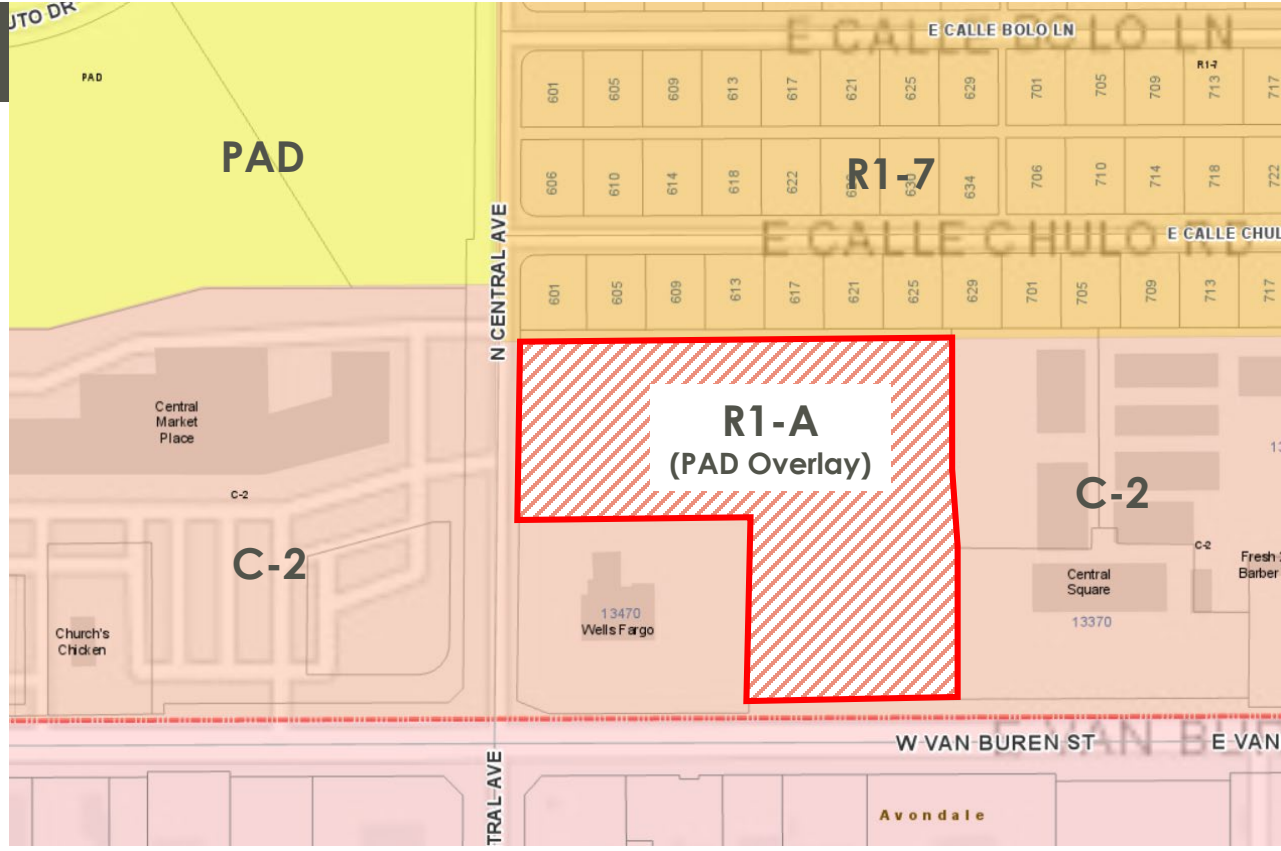
McFall Tire Repair

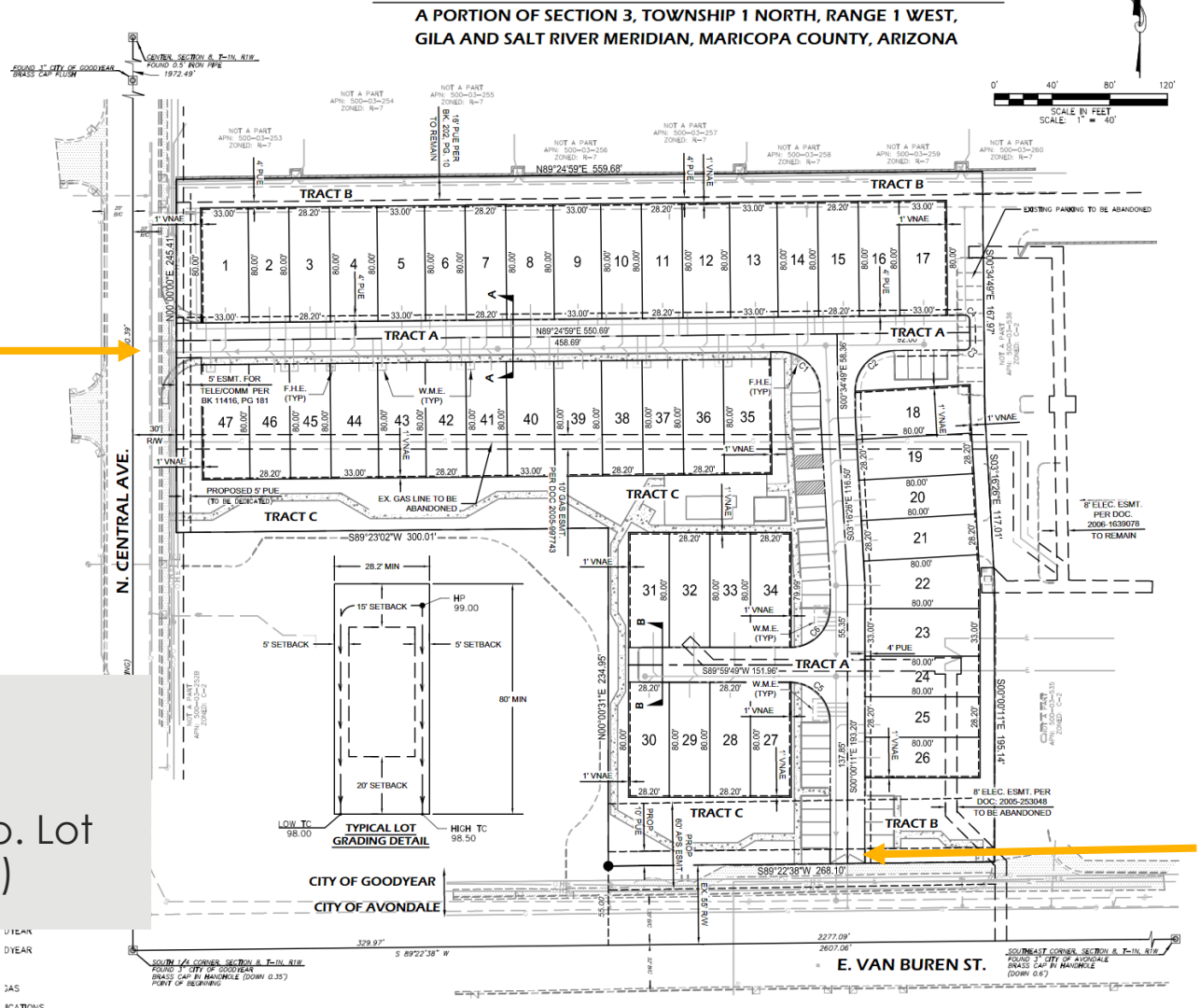
Circle K

Request

THRIVE AT AVISION

- Zoning: R1-A with PAD Overlay
- Approved by City Council 2/28/2022





- ~4.6 acres
- 47 Lots
- 28'x 80'Typ. Lot (attached)

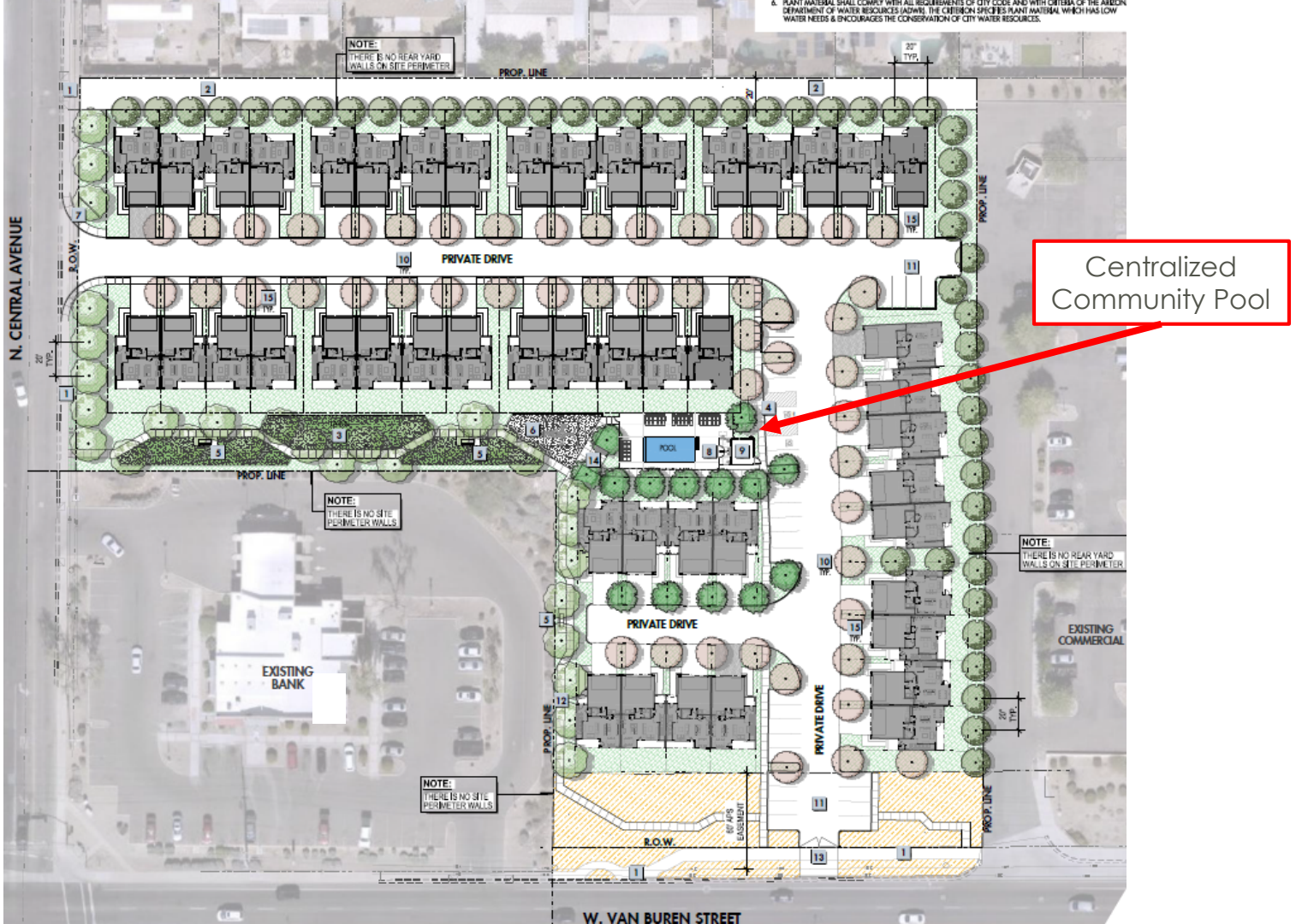
Required Elements

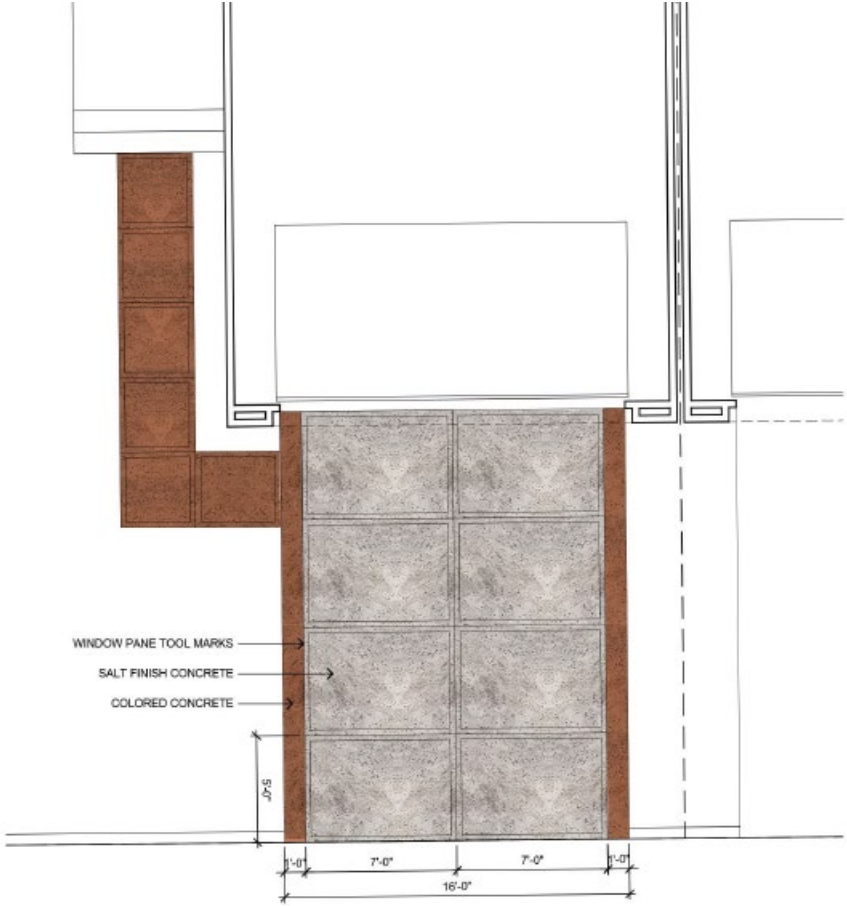
THRIVE AT AVISION

Table 3-2-3-E: Lot Size and Minimum Number of Required Design Elements for Reduced Lot Width and Side Yard Setback Reduction Requests

Zoning Designation	Minimum Lot Width (ft)	Total Both Sides Setback	Amenity Elements	Connectivity Elements	Streetscape Elements
R1-6	55	15	0	0	0
REDUCED R1-6	50	10	1	2	2
R1-4	45	15	1	2	3
REDUCED R1-4	40	10	2	4	4
R1-A	35	N/A	1	2	1
R1-C	40	N/A	1	2	1

- Amenity
  - Community pool
- Connectivity
  - No subdivision perimeter wall
  - Infill development
  - Internal trail system
- Streetscape
  - Alternative paving


Centralized Community Pool
N. CENTRAL AVENUE
PROP. LINE
PRIVATE DRIVE
R.O.W.
POOL
EXISTING BANK
EXISTING COMMERCIAL
W. VAN BUREN STREET
NOTE: THERE IS NO REAR YARD WALLS ON SITE PERIMETER
NOTE: THERE IS NO SITE PERIMETER WALLS



Alternative Driveway Paving

Recommendation

THRIVE AT AVISION

- Meets Zoning Requirements, Subdivision Regulations, Engineering Standards

- PZC recommended approval with 2 additional stipulations on 8/17/2022

ITEM #: 15.
DATE: 08/29/2022
AI #:1037

CITY COUNCIL ACTION REPORT

SUBJECT: REPLAT OF LOT 29 OF THE FINAL PLAT FOR PEBBLECREEK – UNIT SIX

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

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SUMMARY

Approve a replat of lot 29 of the Final Plat for PebbleCreek – Unit Six to reduce set back from 15.5 feet to 10 feet.

Recommendation

Approve a replat of Lot 29 of the Final Plat for PebbleCreek – Unit Six. (Steve Scinto, Deputy Director of Development Engineering)

FISCAL IMPACT

There is no fiscal impact as a result of this replat.

BACKGROUND AND PREVIOUS ACTIONS

Lot 29 of the Final Plat for PebbleCreek is subject to the PebbleCreek Golf Resort Phase I PAD adopted by council on January 14, 1992. The minimum front setback is ten (10) feet. The Final Plat for PebbleCreek – Unit Six was recorded on June 28, 1993. Although the minimum setback applicable to the residential lots included within the Final Plat for PebbleCreek – Unit Six is ten feet, the set-back reflected in the Final Plat for PebbleCreek – Unit Six for lot 29 is 15.5 feet. The owner of lot 29 would like to add a mother-in-law suite to the existing home, which would encroach into the setback area reflected in the final plat.

STAFF ANALYSIS

The re-plat of lot 29 would reduce the setback from 15.5 feet to 10 feet. Because the reduced setback is consistent with the minimum setback requirements in the zoning for the property, staff supports the reduction in setback as reflected in the replat.

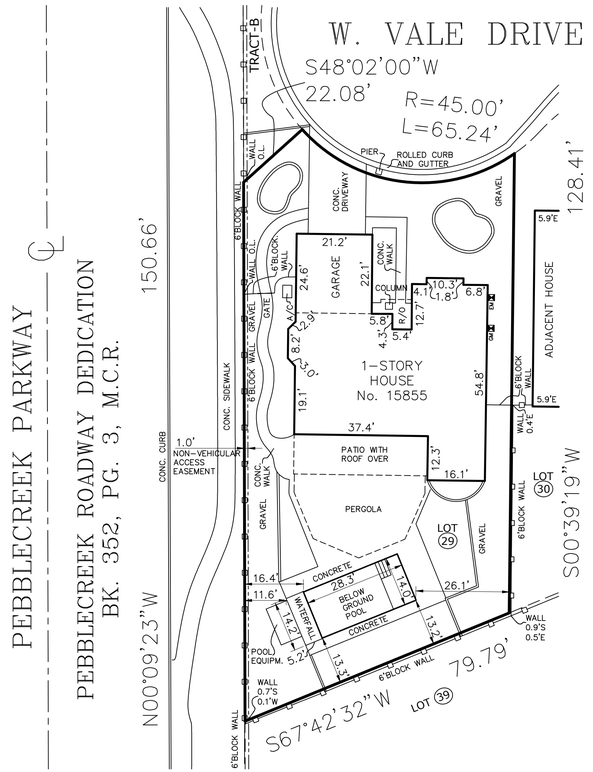
Attachments

Replat of Lot 29 of the Final Plat for PebbleCreek – Unit Six

REPLAT OF LOT 29 OF PEBBLECREEK UNIT SIX

Lot 29
Map of
Subdivision of Pebblecreek Unit Six
Map No. Book 363, Page 26
Situate
Section 30, Township 2N, Range 1W
15855 W Vale Dr, Goodyear, AZ 85395
Tax No. 501-69-551
July 20, 2022

Area = 10,452.57 sq. ft.
0.240 ac.



SCALE 1"=20'

FINAL PLAT APPROVAL

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

BY: _____
MAYOR (NAME PRINTED)

ATTEST: _____
CITY CLERK (NAME PRINTED)

FINAL PLAT APPROVAL

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

BY: _____
CITY ENGINEER (NAME PRINTED)

NOTES:
- GPS position based on a VRS corrections network, Arizona Central State Plane Coordinate System, NAD83
- Wall location and offsets are determined by center line of the wall

LEGEND:

GM ☒ GAS METER

EM ☒ ELEC. METER

AERO LAND SURVEYORS
VEL ENTERPRISES,
DBA AERO LAND SURVEYORS
3700 N ROBERT ROAD, SUITE 2
PRESCOTT VALLEY, AZ 86314
TEL. 888-838-2376
EMAIL: AZC@AEROLANDSURVEYORS.COM

NOTE: LOCATIONS AND EXISTENCE OF ANY SUBSURFACE UTILITIES AND/OR STRUCTURES NOT READILY VISIBLE, ARE NOT CERTIFIED. THE CERTIFICATIONS HEREON ARE NOT TRANSFERABLE.

THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WAS DONE UNDER MY DIRECTION DURING THE MONTH OF JULY, 2021 AND POINTS THAT WERE FOUND OR SET ARE REPRESENTED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DISTRICT:N/A LOT:551 BLOCK:69 SECTION:501	
MAP/FILE NO.: BOOK 363, PAGE 26	
MAP OF: "SUBDIVISION OF PEBBLECREEK UNIT SIX"	
TITLE NO.:	
MAP FILED DATE: N/A	
COUNTY TAX MAP ID: 501-69-551	
SITUATED AT: GOODYEAR	
SUBDIVISION MAP LOT & BLOCK #'S: LOT 29	
CERTIFIED TO: JIM AND BEVERLY MCCARTHY	
	RANDY RUSSELL, RLS 44813
	JOB NO.: AZC22-572
	DATE: JULY 20, 2022

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44813
Randy D. Russell
JULY 25, 2022
ARIZONA U.S.A.

ITEM #: 16.
DATE: 08/29/2022
AI #:1070

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT FOR QUIKTRIP STORE #1417

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

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OTHER PRESENTER(S):
Jonathan Naut, QuikTrip Corporation

SUMMARY

A replat of Lot 1 of a Minor Land Division for Tradecor Partners Goodyear, LLC and Goodyear Lodging Investors I, LLC to subdivide existing Lot 1, a 5.830 acre lot located at the southwest corner of McDowell Road and Bullard Avenue, into three (3) lots.

Recommendation

Approve the final plat for QuikTrip Store #1417 subdividing approximately 5.83 acres located at the southwest corner of McDowell Road and Bullard Avenue (the “Property”) subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat; and
2. Prior to recordation of the final plat, Owner shall submit an updated title report for the Property and shall modify this plat to reflect the current ownership and current lender including on the final plat a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the property being platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing this final plat is authorized to do so; and
3. Prior recordation of the Final Plat the reference in Lot 1 and Lot 2 to the 12’ Sewer Easement by Separate Instrument shall be replaced with: 12’ Private Sewer Easement by Separate Instrument and the reference to the 12’ Sewer Easement per DOC 2021-0832401 shall be replaced with 12’ Private Sewer Easement per DOC 2021-0832401; and
4. Prior to recordation of the Final Plat, the Temporary Drainage Easement reflected on the Final Plat that is to be conveyed by separate instrument shall be conveyed to the City and recorded in the official records of the Maricopa County Recorder and the recording information inserted on to the Final Plat. The easement shall be lien free and free from all

other encumbrances unless approved by the City Engineer or his/her designee and shall be in a form approved by the City Attorney of his designee; and
5. Prior to recordation of the final plat, the Private Irrigation Easement reflected on the Final Plat that is to be conveyed by separate instrument shall be conveyed to the appropriate entity and recorded in the official records of the Maricopa County Recorder and the recording information inserted on to the Final Plat; and
6. Prior to recordation of the Final Plat, the Private Water Easement reflected on the Final Plat that is to be conveyed by separate instrument shall be conveyed to the appropriate entities and recorded in the official records of the Maricopa County Recorder and the recording information inserted on to the Final Plat; and
7. Prior to recordation of the Final Plat, the 12' Sewer Easement (to be renamed 12' Private Sewer Easement) reflected on the Final Plat that is to be conveyed by separate instrument shall be conveyed to the appropriate entities and recorded in the official records of the Maricopa County Recorder and the recording information inserted on to the Final Plat; and
8. 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.

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

On May 14, 2007, the Property was rezoned from AG (Agricultural) to C-2 (General Commercial) by Ordinance No. 07-1070. On May 21, 2008 the city approved a Minor Land Division for Tradecor Partners Goodyear, LLC and Goodyear Lodging Investors I, LLC, which was recorded in the official records of the Maricopa County Recorder at Book 990 of Maps Page 5 (the "MLD"). The MLD created three (3) lots. The Property is Lot 1 of the MLD, which is being re-platted to create three (3) lots.

The Preliminary Plat for Quiktrip Store #1417 was approved on July 19, 2021. A site plan for the development of a QuikTrip on Lot 1 within the Final Plat for Quiktrip Store #1417 and a Use Permit for the development of the Quiktrip was approved on July 30, 2021 (Case No. 21-600-00038).

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. 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

Final Plat for Quicktrip Store #1417
Aerial Photo
Preliminary Plat Council Action Report for Preliminary Plat for Quicktrip Store #1417

FINAL PLAT
FOR
"QUIKTRIP STORE #1417"

BEING A REPLAT OF LOT 1 OF "MINOR LAND DIVISION FOR TRADECOR PARTNERS GOODYEAR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND GOODYEAR LODGING INVESTORS 1, LLC, A WISCONSIN LIMITED LIABILITY COMPANY" RECORDED IN BOOK 990, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA. BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA & SALT RIVER BASE & MERIDIAN MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, AS OWNER HAS SUBDIVIDED UNDER THE NAME OF "QUIKTRIP STORE #1417", A REPLAT OF LOT 1 OF "MINOR LAND DIVISION FOR TRADECOR PARTNERS GOODYEAR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND GOODYEAR LODGING INVESTORS 1, LLC, A WISCONSIN LIMITED LIABILITY COMPANY", RECORDED IN BOOK 990 OF MAPS, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HEREBY PUBLISHES THIS FINAL PLAT AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND EASEMENTS AS SHOWN HEREON. EACH LOT SHALL BE KNOWN BY THE NUMBER GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE CITY) FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN LOTS 1-3 INCLUSIVE DESIGNATED AS "PUE DEDICATED HEREON" 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 PERMITEES; 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 PERMITEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREIN RUN WITH THE LAND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE CITY) FOR USE BY THE CITY AND ITS PERMITEES, WATER METER EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN LOTS 1 AND 3 DESIGNATED AS PUBLIC WATER EASEMENT DEDICATED HEREON AS SHOWN ON THIS FINAL PLAT AND 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, REPAIRING, REMOVING, AND/OR REPLACING WATER METERS, APPURTENANCES, AND UNDERGROUND WATER LINES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE WATER METER FACILITIES) WITHIN, UPON, OVER, ACROSS, ABOVE AND UNDER THE WATER METER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN THE WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER METER 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 METER EASEMENT AREAS. THE WATER METER 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 METER EASEMENT AREAS.

QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR, NON-EXCLUSIVE ACCESS EASEMENTS ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN LOTS 1-3 INCLUSIVE DESIGNATED AS "EA" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE ACCESS EASEMENT AREAS). THE ACCESS EASEMENTS DEDICATED HEREIN ARE FOR THE USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVED HEREIN. THE PURPOSE OF THIS EASEMENT IS TO: (i) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, (ii) PROVIDE ACCESS FOR GOVERNMENT SERVICE PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO PROVIDE GOVERNMENTAL SERVICES; AND (iii) TO ALLOW THE CITY OF GOODYEAR INCLUDING ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT, MAINTAIN, REPAIR, AND/OR REPLACE IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY AND GOVERNMENT SERVICE PROVIDERS. OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE EMERGENCY ACCESS EASEMENT AREAS IN COMPLIANCE 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 EMERGENCY ACCESS ROAD). OWNER SHALL MAINTAIN THE EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION AND SHALL REPAIR AND REPLACE THE EMERGENCY ACCESS ROAD AS NEEDED TO HAVE AN EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE ACCESS EASEMENT(S) 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 ACCESS EASEMENT AREA(S).

IN WITNESS WHEREOF:

QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURES OF THE UNDERSIGNED THEREUNTO BEING DULY AUTHORIZED TO DO SO.

BY: QUIKTRIP CORPORATION, AND OKLAHOMA CORPORATION, OWNER

BY: _____

NAME: _____

ITS: _____

PLAT NOTES

1. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARS 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.
2. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTION OR RECONSTRUCTING UTILITY FACILITIES.
3. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
4. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.
5. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.
6. THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.
7. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.
8. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
9. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
10. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
11. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES, OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

LOT AREAS

LOT 1: 109,679 SQ. FT., OR 2.5179 ACRES, MORE OR LESS.
LOT 2: 61,767 SQ. FT., OR 1.4179 ACRES, MORE OR LESS.
LOT 3: 82,518 SQ. FT., OR 1.8944 ACRES, MORE OR LESS.

UTILITY PROVIDERS	
UTILITY	PROVIDER
ELECTRIC	APS
GAS	SOUTHWEST GAS
WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
CATV	CENTURYLINK

ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____, 20_____

CITY OF GOODYEAR APPROVALS

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

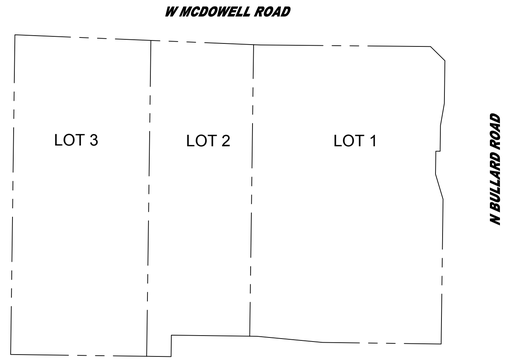
BY: _____
MAYOR

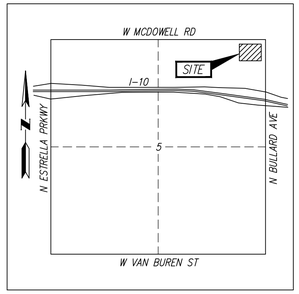
ATTEST: _____
CITY CLERK

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

BY: _____
CITY ENGINEER

LOT KEY MAP





VICINITY MAP
SECTION 5
T.1N., R.1W., G.&S.R.B.&M.
MARICOPA COUNTY, ARIZONA

DEVELOPER/OWNER

QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION
P.O. BOX 3475
TULSA, OK 74101
PHONE: 480-446-6300
EMAIL: JNAUT@QUIKTRIP.COM

LAND SURVEYOR

THE WLB GROUP
1600 W. BROADWAY ROAD, STE. 150
TEMPE, ARIZONA 85282
ATTN: DON WALDING, R.L.S.
PHONE: 480-736-1600
EMAIL: DWALDING@WLBGROUP.COM

BASIS OF BEARING

THE NORTH LINE OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN SHOWN HEREON AS BEARING N89°27'46"W AND DISTANCE 2619.45.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

LOT 1, MINOR LAND DIVISION MAP FOR SOUTHWEST CORNER OF MCDOWELL ROAD AND BULLARD AVENUE, ACCORDING TO BOOK 990 OF MAPS, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER 2020; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE 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 RETRACED.

C. DON WALDING, R.L.S. #33880
1600 W. BROADWAY RD., SUITE 150
TEMPE, AZ 85282
PHONE (480) 736-1600

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33880
C. DON
WALDING
Date Signed 6/1/22
ARIZONA U.S.A.

FINAL PLAT
"QUIKTRIP STORE #1417"

BEING A REPLAT OF LOT 1 OF "MINOR LAND DIVISION FOR TRADECOR PARTNERS GOODYEAR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND GOODYEAR LODGING INVESTORS 1, LLC, A WISCONSIN LIMITED LIABILITY COMPANY" RECORDED IN BOOK 990, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA.
BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA & SALT RIVER BASE & MERIDIAN MARICOPA COUNTY, ARIZONA.

PROJECT NO. C.O.G. 21-600-00038

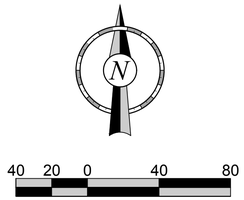
The WLB Group INC. WLB
Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson , Phoenix, Flagstaff, and Las Vegas, NV.
1600 W Broadway Rd, Ste. 150
Tempe Az. 85282 PH.(480) 736-1600

No.	Date	Item
Revisions		

Scale	NONE
Job #	220012-A-001
Date	3/22/22
Drawn By	JAW/CLL
Checked By	CDW

Sheet 1 Of 2

N:\110007\Store 1417\01 Civil\00 Survey\PLAT\Final Plat\05-1417_FINAL PLAT.dwg



LEGEND

◎	BRASS CAP IN HANDHOLE
○	FOUND MONUMENT AS NOTED
●	MONUMENT TO BE SET
	RIGHT OF WAY LINE
	SECTION LINE
	CENTERLINE
	EASEMENT LINE
	BOUNDARY
R/W	RIGHT OF WAY
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSOR'S PARCEL NUMBER
DOC.	DOCUMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
E.A.	EMERGENCY ACCESS AND GOVERNMENT SERVICES EASEMENT

FOUND BRASS CAP FLUSH
CITY OF GOODYEAR RLS #27239
NORTH 1/4 COR OF
SEC 5, T1N, R1W

S89°27'46"E, 2619.45' (BASIS OF BEARINGS)

FOUND BRASS CAP
IN HANDHOLE
NE COR SEC 5,
T1N, R1W

P.O.C.

W MCDOWELL ROAD

55' R/W

EXISTING
77' R/W

BK. 990, PG. 5, MCR

40' TEMPORARY CONSTRUCTION
EASEMENT PER DOC 19970331530
TO BE ABANDONED

EXISTING
R/W VARIES

EXISTING
85' R/W

BK. 990, PG. 5, MCR

PUBLIC WATER
EASEMENT DEDICATED
HEREON–SEE DETAIL 1

FND PLASTIC CAP

N87°37'36"W
185.81'
148.06'
N87°37'36"W
237.87'
N89°27'46"W

L1 99.74'
L2 20.01'
L3 66.06'
L12
L4
L5
L6
L7
L8
L9
L10
L11

C1
C2
C3
C4
C5
C6
C7
C8
C9

N87°37'36"W
9.40'

10' P.U.E.
DEDICATED HEREON

10' PRIVATE IRRIGATION EASEMENT
BY SEPARATE INSTRUMENT

EA

EMERGENCY ACCESS AND
GOVERNMENT SERVICES
EASEMENT DEDICATED
HEREON

EMERGENCY ACCESS AND
GOVERNMENT SERVICES
EASEMENT DEDICATED
HEREON

LOT 3

LOT 2

LOT 1

S0°45'48"W
441.67'

S0°45'48"W
407.51'

S0°45'41"W 107.97'

N45°25'10"W
28.19'

95.00'
N89°14'19"W

N0°45'41"E
99.67'

EXISTING
95' R/W

BK. 990, PG. 5, MCR

PUBLIC WATER
EASEMENT DEDICATED
HEREON–SEE DETAIL 2

N89°55'25"E
31.40'

S0°45'41"W, 2652.58'

N89°14'19"W
6.00'

N0°45'41"E
36.00'

EXISTING
100' R/W

N0°45'41"E
32.00'

EXISTING
106' R/W

N16°41'40"W
36.68'

UNSUBDIVIDED
APN 500-10-637A
ZONING: PAD

S0°45'41"W
446.90'

PARCEL 2 AND PROTECTED
ACCESS DRIVE NO. 3
(APPROX. LOCATION)
DOC 2008-0378355

TEMPORARY DRAINAGE
EASEMENT BY SEPARATE
INSTRUMENT

8' PRIVATE WATER EASEMENT
PER DOC 2019-0888382

8' PRIVATE WATER EASEMENT
BY SEPARATE INSTRUMENT

UTILITY EASEMENT PER
DOC 2022-0290037

10' P.U.E.
DEDICATED HEREON

N0°45'41"E
202.36'

12' SEWER EASEMENT BY
SEPARATE INSTRUMENT

10' GAS EASEMENT
(DOC 2020-0077281)

TEMPORARY DRAINAGE
EASEMENT PER DOC
2019-0888382

TEMPORARY DRAINAGE
EASEMENT PER DOC
2019-0888382

60' PRIVATE
INGRESS/EGRESS
EASEMENT PER
DOC 2008-0272283,
M.C.R.

TEMPORARY DRAINAGE
EASEMENT PER DOC
2019-0888382

8' PRIVATE WATER EASEMENT
PER DOC 2019-0888382

S89°14'19"E
38.49'

S89°14'19"E
10.21'

S84°38'36"E
91.99'

S89°14'19"E
165.73'

109.51'
S89°14'19"E 119.72'

S89°14'19"E
185.72'

N0°45'41"E
30.00'

PROTECTED
ACCESS DRIVE NO. 1
DOC. 2008-0378355

12' SEWER EASEMENT
PER DOC 2021-0832401

LOT 3A
BK 1467, PG 48, MCR
APN 500-10-881
ZONING: C2

LOT 2
BK 990, PG 5, MCR
APN 500-10-710
ZONING: C2

N BULLARD ROAD

EXISTING
95' R/W

BK. 990, PG. 5, MCR

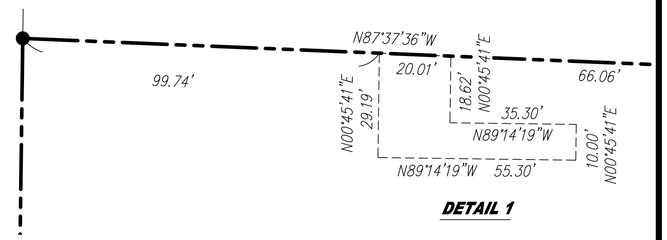
40.27'

FOUND BRASS CAP IN HANDHOLE

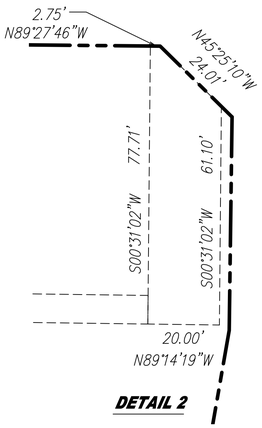
FOUND BRASS CAP IN HANDHOLE
EAST 1/4 COR SEC 5, T1N, R1W

Line Table		
Line #	Length	Direction
L1	80.13'	S87° 37' 36"E
L2	42.77'	S87° 37' 36"E
L3	11.44'	S0° 45' 41"W
L4	172.88'	S89° 14' 18"E
L5	36.11'	S0° 45' 48"W
L6	252.73'	N89° 14' 18"W
L7	187.14'	S0° 45' 41"W
L8	34.47'	S0° 45' 41"W
L9	29.00'	S89° 14' 19"E
L10	34.41'	S0° 45' 41"W
L12	17.22'	S0° 45' 41"W

Curve Table			
Curve #	Length	Radius	Delta
C1	36.91'	23.50'	Δ 89°59'59"
C2	14.67'	56.50'	Δ 14°52'21"
C3	15.63'	23.50'	Δ 38°06'03"
C4	52.62'	33.50'	Δ 90°00'01"
C5	19.68'	24.50'	Δ 46°01'10"
C6	47.73'	59.50'	Δ 45°57'53"
C7	24.50'	30.50'	Δ 46°01'10"
C8	42.97'	53.50'	Δ 46°01'10"
C9	90.96'	62.50'	Δ 83°23'16"
C10	34.20'	23.50'	Δ 83°23'16"



DETAIL 1



DETAIL 2

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33880
C. DON
WALDING
Date Signed 6/1/22
ARIZONA U.S.A.

FINAL PLAT
"QUIKTRIP STORE #1417"

BEING A REPLAT OF LOT 1 OF "MINOR LAND DIVISION FOR TRADECOR PARTNERS GOODYEAR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND GOODYEAR LODGING INVESTORS 1, LLC, A WISCONSIN LIMITED LIABILITY COMPANY" RECORDED IN BOOK 990, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA.
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PROJECT NO. C.O.G. 21-600-00038

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1600 W Broadway Rd, Ste. 150
Tempe Az. 85282 PH.(480) 736-1600

No.	Date	Item

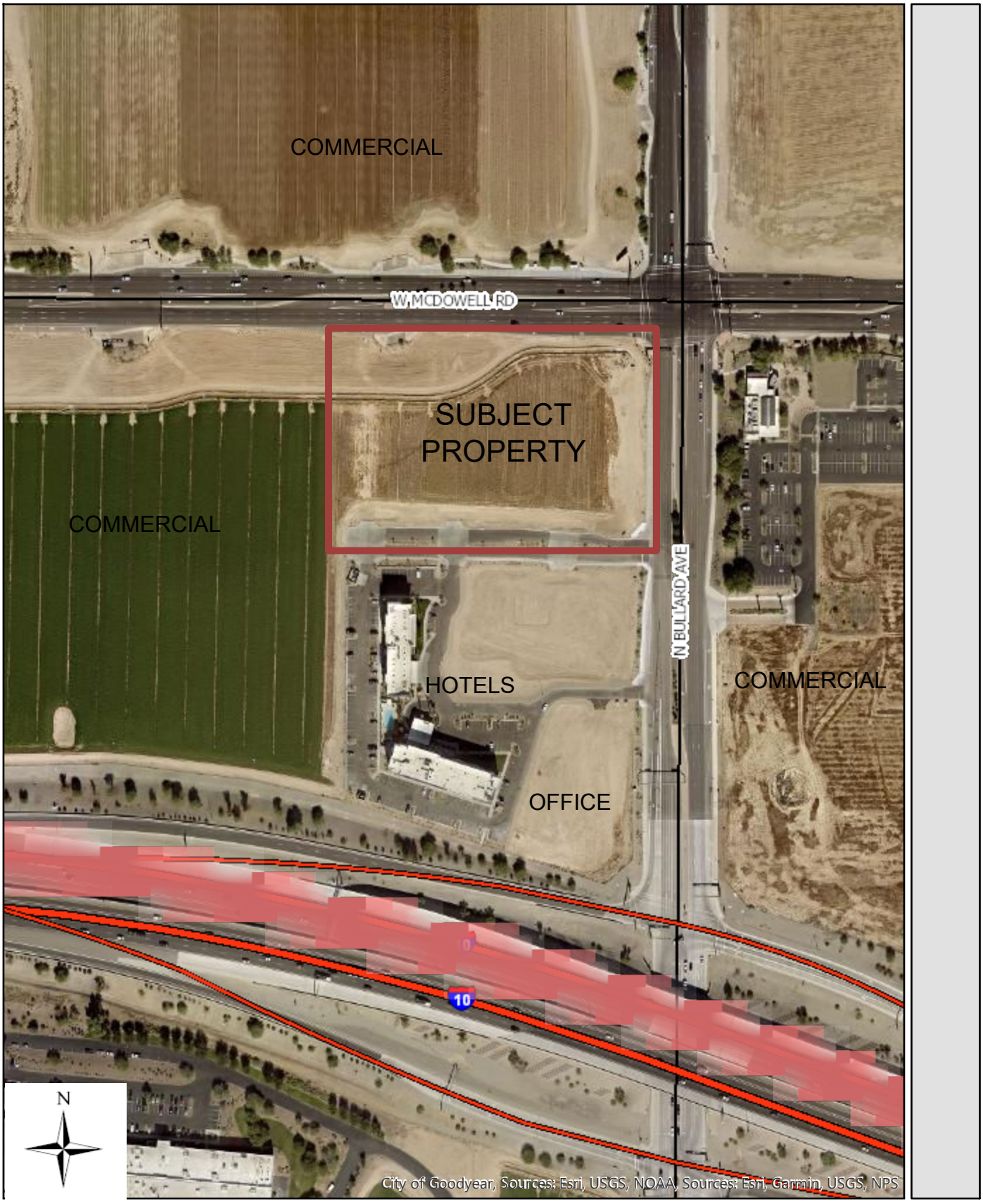
Revisions

Scale	NONE
Job #	220012-A-001
Date	3/22/22
Drawn By	JAW/CLL
Checked By	CDW

Sheet 2
Of 2

N:\110007\Store 1417\01 Civil\00 Survey\PLAT\Final Plat\05-1417_FINAL PLAT.dwg

FINAL PLAT QUIKTRIP STORE #1417



DATE: July 7, 2021
CAR #: 352
CASE #: 20-500-00012

CITY COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR QUIKTRIP STORE #1417

STAFF PRESENTER(S): Jason Barr, Assistant Planner

OTHER PRESENTER(S): Jonathan Naut, QuikTrip Corporation

SUMMARY:

The request is for a Preliminary Plat subdividing 5.83 acres into three lots, which is intended to facilitate the development of a QuikTrip convenience store and fuel station.

RECOMMENDATION:

Approve the request for a Preliminary Plat for QuikTrip Store #1417.

STIPULATIONS:

1. 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 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;

2. Owner shall construct full half-street improvements required for a Major 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 south half of W. McDowell 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 "W. McDowell Road Improvements").
3. Owner shall construct full half-street improvements required for a Major 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 N. Bullard Avenue 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 "N. Bullard Avenue Improvements").
4. 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;
5. 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;
6. 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 all infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS:

The subject property is located within the C-2 (General Commercial) zoning district. The parcel was zoned AG (Agriculture) until it was rezoned to C-2 (General Commercial) on May 14, 2007 via ordinance 07-1070.

A Use Permit encompassing part of the subject property is being reviewed concurrently with this Preliminary Plat which will subdivide APN 500-10-709 into three parcels. The parcel closest to the corner of McDowell and Bullard will be the 2.5-acres for the QuikTrip site, to be known as Lot 1. To the west, on Lot 2, there is a use permit for a car wash use proposed that is currently under staff review. Lot 2 will be approximately 1.3 acres. Lot 3 is proposed to be approximately 2 acres and there is no development proposal for the lot at this time.

QuikTrip Corporation is initiating the preliminary plat which is anticipated to be completed prior to the proposed carwash receiving planning approval and entitlements. QuikTrip will be making street improvements such as sidewalks and landscaping along with creating the internal drives for the site. Improvements made will include all of new subdivision's frontage of McDowell Road.

This application for Preliminary Plat has not previously been before the Planning and Zoning Commission nor City Council.

STAFF ANALYSIS:

Current Policy:

Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. The preliminary plat presented herein, subject to the satisfaction of the conditions of approval and as discussed below, satisfies the foregoing requirements. An approved preliminary plat shall expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the property included in the preliminary plat or an extension has been obtained.

Details of the Request:

This is a request to subdivide 5.83 acres into three lots. The parcel closest to the corner of McDowell and Bullard will be the 2.5-acres for the QuikTrip site, to be known as Lot 1. To the west, on Lot 2, there is a use permit for a car wash use proposed that is currently under staff review. Lot 2 will be approximately 1.3 acres. Lot 3 is proposed to be approximately 2 acres and there is no development proposal for the lot at this time.

Evaluation Criteria:

The Preliminary Plat is consistent with the land use, development standards and density approved by the C-2 (General Commercial) zoning district. The Preliminary Plat is consistent with the technical requirements of the City's Subdivision Regulations and Engineering Design Standards. The proposed subdivision provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

Luke Air Force Base

The subject property is located within the vicinity of a military airport. Given the location of the property and the commercial nature of the proposed use, base operations will not be adversely impacted by this development.

Phoenix-Goodyear Airport

The subject property is located within the Phoenix-Goodyear Traffic Pattern Airspace. Given the location of the property and the commercial nature of the proposed use, airport operations will not be adversely impacted by this development.

Fire Response

Nearest	Shortest	Longest		2nd	Shortest	Longest path

Goodyear Fire Station	path		path			nearest Fire Station	path			
	Mins	Miles	Mins	Miles			Mins	Miles	Mins	Miles
#181	3.3	1.65	3.3	1.65		#183	4.95	2.48	4.95	2.48

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

Solid Waste
Solid waste service will be provided by a private company as bulk trash containers will be utilized.

Streets/Transportation
The public streets adjacent to the subject property are improved, and no additional street improvements are required as a result of this development. Landscaping and hardscape improvements within the right-of-way for Bullard Avenue and McDowell Road will be installed by the property owner with the first phase of development. All improvements will need to be completed prior to the issuance of a certificate of occupancy for the convenience use.

Water/Wastewater
Water and wastewater service will be provided by the City of Goodyear.

Planning and Zoning Commission

Only July 7, 2021 staff presented information on the preliminary plat to the Planning and Zoning Commission which was approved by a vote of (5-1). Commissioner Molony was the one vote against.

ATTACHMENTS:

1. Aerial Photo
2. Preliminary Plat

ITEM #: 17.
DATE: 08/29/2022
AI #:978

CITY COUNCIL ACTION REPORT

SUBJECT: REPLAT OF PV303 EAST – PHASE A, LOTS 3B AND 4B

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

---

OTHER PRESENTER(S):

John N. Rogers, GMcivil and Lance C. Dickson, Arizona Surveying and Mapping

SUMMARY

A replat of PV303 East – Phase A, Lots 3B and 4B generally located at the southwest corner of North PebbleCreek Parkway and West Camelback Road to combine Lots 3B and 4B and create Tract E.

Recommendation

Approve the Re-Plat of PV303 East – Phase A, Lots 3B and 4B, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

STIPULATIONS

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

2. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat.

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. 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 subject property is a part of the Palm Valley 303 Planned Area Development (PAD). The PAD was approved on January 14, 2008, with City Council adoption of Ordinance No. 2007-1097, as amended by Ordinance 2015-1318 adopted by the City Council on April 13, 2015.

A Final Plat of PV303 East – Phase A was approved by the City Council on February 11, 2016 and recorded in the official records of Maricopa County Record at Book 1260 of Maps Page 15 (Instrument 2016 0090515) creating Lots 1-5 and Tracts A-D.

A Re-Plat of PV303 East – Phase A, Lots 3 and 4 was approved by the City Council on April 24, 2017 and recorded in the official records of Maricopa County at Book 1322 of Maps Page 39 (Instrument 2017 0298125) splitting Lot 3 into Lots 3A and 3B and splitting Lot 4 into Lots 4A and 4B.

STAFF ANALYSIS

The purpose of the Re-Plat being presented for approval is to combine Lots 3B and 4B and create Tract E. The proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the technical requirements of the city's subdivision regulations and engineering standards and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development .

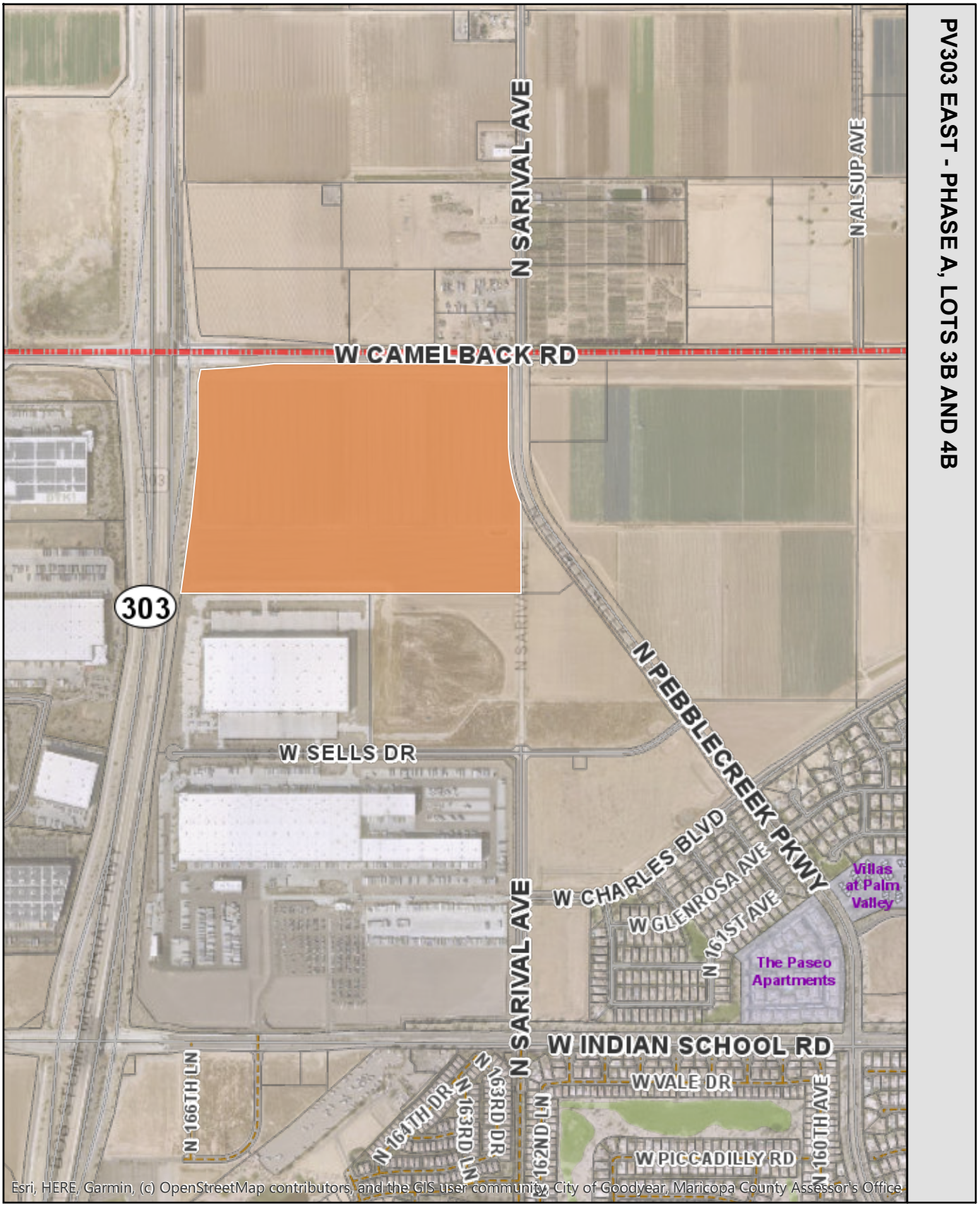
Attachments

Aerial Photo

Final Plat

Name of Map: Aerial Photo Exhibit

Description: PV303 EAST - PHASE A



RE-PLAT
OF
"PV303 EAST-PHASE A, LOTS 3B AND 4B"

BEING A RE-PLAT OF LOTS 3B AND 4B OF PV303 EAST - PHASE A, LOTS 3 AND 4 RECORDED IN BOOK 1322 OF MAPS, PAGE 39, MCR SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 2 WEST AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA

DECLARATION OF PURPOSE

STATE OF ARIZONA)
)SS.
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT MPS EAST I, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "PV303 EAST - PHASE A, LOTS 3B AND 4B", BEING A RE-PLAT OF LOTS 3B AND 4B OF PV303 EAST - PHASE A, LOTS 3 AND 4 RECORDED IN BOOK 1322 OF MAPS, PAGE 39, MCR, SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 2 WEST AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE RE-PLAT OF SAID "PV303 EAST - PHASE A, LOTS 3B AND 4B" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

TRACT E IS HEREBY DECLARED FOR THE SPECIFIC USES IDENTIFIED ON THE TRACT SUMMARY TABLE PROVIDED HEREIN ON PAGE 2 OF THIS FINAL PLAT. SAID TRACT SHALL BE OWNED, CONVEYED (BY SEPARATE INSTRUMENT) AND MAINTAINED BY THE PV303 COMMERCIAL COMMUNITY, INC. AND SUBJECT TO THE EASEMENTS DEDICATED TO THE CITY OF GOODYEAR.

IN WITNESS WHEREOF:

MPS EAST I, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: MS 303, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS MANAGER

BY: MERIT 303, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ITS MANAGER

BY: MERIT PARTNERS, INC., AN ARIZONA CORPORATION, ITS MANAGER

BY: _____
KEVIN CZERWINSKI, PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS.
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20___, BY KEVIN CZERWINSKI, THE PRESIDENT OF MERIT PARTNERS, INC, AN ARIZONA CORPORATION, THE MANAGER OF MERIT 303, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE MANAGER OF MS 303, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE MANAGER OF MPS EAST I, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

NOTES

1. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD. WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
2. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
3. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
   A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
   D. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   E. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
4. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
   A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE GOOD NORMAL GROWTH.
   D. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND AN APPROXIMATE HEIGHT OF 3-INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.
   E. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREA SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
   F. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.
5. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.
6. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.
7. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX- GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.
8. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.
9. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
10. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND. EXCLUDING POWER LINES 69 KV AND LARGER.
11. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH A CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
12. THE CITY IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THE DEVELOPMENT.
13. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION.
14. LUKE AIR FORCE BASE SHALL HAVE AN OPPORTUNITY TO PROVIDE WRITTEN COMMENTS TO THE CITY OF GOODYEAR ON ALL INDUSTRIAL LAND USES WITHIN THIS DEVELOPMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
15. THIS DEVELOPMENT IS IN PROXIMITY TO THE ARIZONA MOTOR SPORTS PARK, GENERALLY LOCATED AT CAMELBACK ROAD & REEMS ROAD, THEREFORE, SUBJECT TO POTENTIAL NOISE INTRUSION IF THE USE IS EVER REACTIVATED IN THE FUTURE.

NOTES CONT...

16. OWNER/DEVELOPER OF ANY BUILDING SITE SHALL FILE A NOTICE OF PROPOSED CONSTRUCTION IN COMPLIANCE WITH FEDERAL REGULATION 49 CFR PART 77 IF THE PROPOSED BUILDING, OR ANY CONSTRUCTION EQUIPMENT TO BE USED DURING ITS CONSTRUCTION, WILL EXCEED THE MAXIMUM HEIGHT FOR WHICH FILING SUCH NOTICE IS NOT REQUIRED, AND SHALL SUBMIT A COPY OF THE FILED NOTICE TO THE CITY WITH APPLICATION FOR BUILDING PERMIT.
17. BUILDINGS IN THIS DEVELOPMENT THAT ARE WITHIN 300 FEET OF THE NORTH RIGHT-OF-WAY LINE OF CHARLES BOULEVARD (EXCLUDING THAT PORTION OF CHARLES BOULEVARD WEST OF SARIVAL ROAD) OR ON LOTS ABUTTING ANY RESIDENTIAL LOT IN PALM VALLEY PHASE V SHALL BE LIMITED TO TWO STORIES, OR FORTY FEET IN HEIGHT;
18. LAND USES IN THIS DEVELOPMENT THAT ARE WITHIN 300 FEET OF THE NORTH RIGHT-OF-WAY LINE OF CHARLES BOULEVARD (EXCLUDING THAT PORTION OF CHARLES BOULEVARD WEST OF SARIVAL ROAD) OR ON LOTS ABUTTING ANY RESIDENTIAL LOT IN PALM VALLEY PHASE V SHALL BE LIMITED TO BUSINESS AND PROFESSIONAL OFFICES, PRIVATE BUSINESS, PROFESSIONAL AND TRADE SCHOOLS, SCIENTIFIC AND RESEARCH LABORATORIES, AND COMMERCIAL TRADE SCHOOLS AND BUSINESS COLLEGES, OR SIMILAR USES THAT ARE DETERMINED TO BE COMPATIBLE BY THE DEVELOPMENT SERVICES DEPARTMENT DIRECTOR, OR HIS DESIGNEE.
19. NO BUILDING CONSTRUCTION PERMITS WILL BE GRANTED BY THE CITY OF GOODYEAR FOR LOT 3B1 WITHOUT AN ACCEPTED FORM OF FINANCIAL ASSURANCE SUCH AS A BOND OR LETTER OF CREDIT FOR REQUIRED OFFSITE INFRASTRUCTURE IMPROVEMENTS AS PART OF THIS PLAT. REFERENCE FINAL PLAT OF PV303 EAST PHASE A. RECORDED IN BOOK 1260 OF MAPS, PAGE 15, MCR FOR OFFSITE IMPROVEMENTS REQUIRED.

OWNER'S ASSOCIATION RATIFICATION

BY THIS RATIFICATION AND CONSENT, THE PV303 COMMERCIAL COMMUNITY, INC., AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACT E REFLECTED HEREIN, THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

THIS _____ DAY OF _____, 20___.

PV303 COMMERCIAL COMMUNITY, INC., AN ARIZONA NON-PROFIT CORPORATION

BY:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS.
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 20___ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE _____ OF PV303 COMMERCIAL COMMUNITY, INC., AN ARIZONA NON-PROFIT CORPORATION, BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA.

THIS _____ DAY OF _____, 20___.

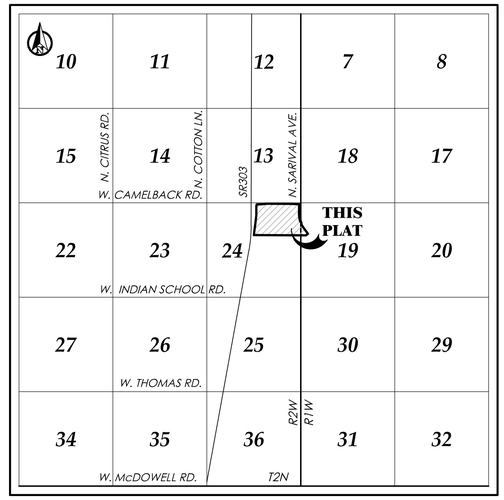
BY: _____
MAYOR

ATTEST: _____
CLERK

APPROVED BY THE ENGINEER OF THE CITY OF GOODYEAR, ARIZONA.

THIS _____ DAY OF _____, 20___.

BY: _____
CITY ENGINEER



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

LOTS 3B AND 4B, OF PV303 EAST – PHASE A, LOTS 3 AND 4 ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1322 OF MAPS, PAGE 39, SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 2 WEST AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SHEET INDEX

SHEET 1	COVER, LOT SUMMARY TABLE, AND NOTES
SHEET 2	PLAT

LOT AREA TABLE		
LOT	AREA (SQ. FT.)	AREA (ACRES)
LOT 3B1	4,476,446	102.765

UTILITY SERVICES

WATER ——— LIBERTY UTILITIES
SEWER ——— LIBERTY UTILITIES
ELECTRIC ——— ARIZONA PUBLIC SERVICE COMPANY
GAS ——— SOUTHWEST GAS COMPANY
TELEPHONE ——— CENTURY LINK
SOLID WASTE DISPOSAL ——— PRIVATE
POLICE PROTECTION ——— CITY OF GOODYEAR
(AND A PRIVATE PATROL)
FIRE PROTECTION AND
EMERGENCY SERVICES DISPATCH — CITY OF GOODYEAR
CABLE TELEVISION ——— COX COMMUNICATIONS

SURVEYOR'S STATEMENT

I, LANCE C. DICKSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C. DICKSON
8/15/2022
ARIZONA U.S.A.

BY: LANCE C. DICKSON, R.L.S. #46643
ARIZONA SURVEYING AND MAPPING
2440 W. MISSION LANE, SUITE 4
PHOENIX, ARIZONA 85021
(602) 246-9919

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT THE INTERNAL LOT AND TRACT LINES, EASEMENTS, RIGHTS-OF-WAY, AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N. ROGERS
8/15/2022
ARIZONA U.S.A.

BY: JOHN N. ROGERS, R.L.S. #54332
GMcivil
2705 S. ALMA SCHOOL RD., STE. 2
CHANDLER, ARIZONA 85286
(602) 218-7285

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

OWNER:
RP PV III LLC
6720 North Scottsdale Road
Suite Number 250
Scottsdale, AZ 85253-4424
(480) 905-0770

PREPARED BY:
GMcivil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

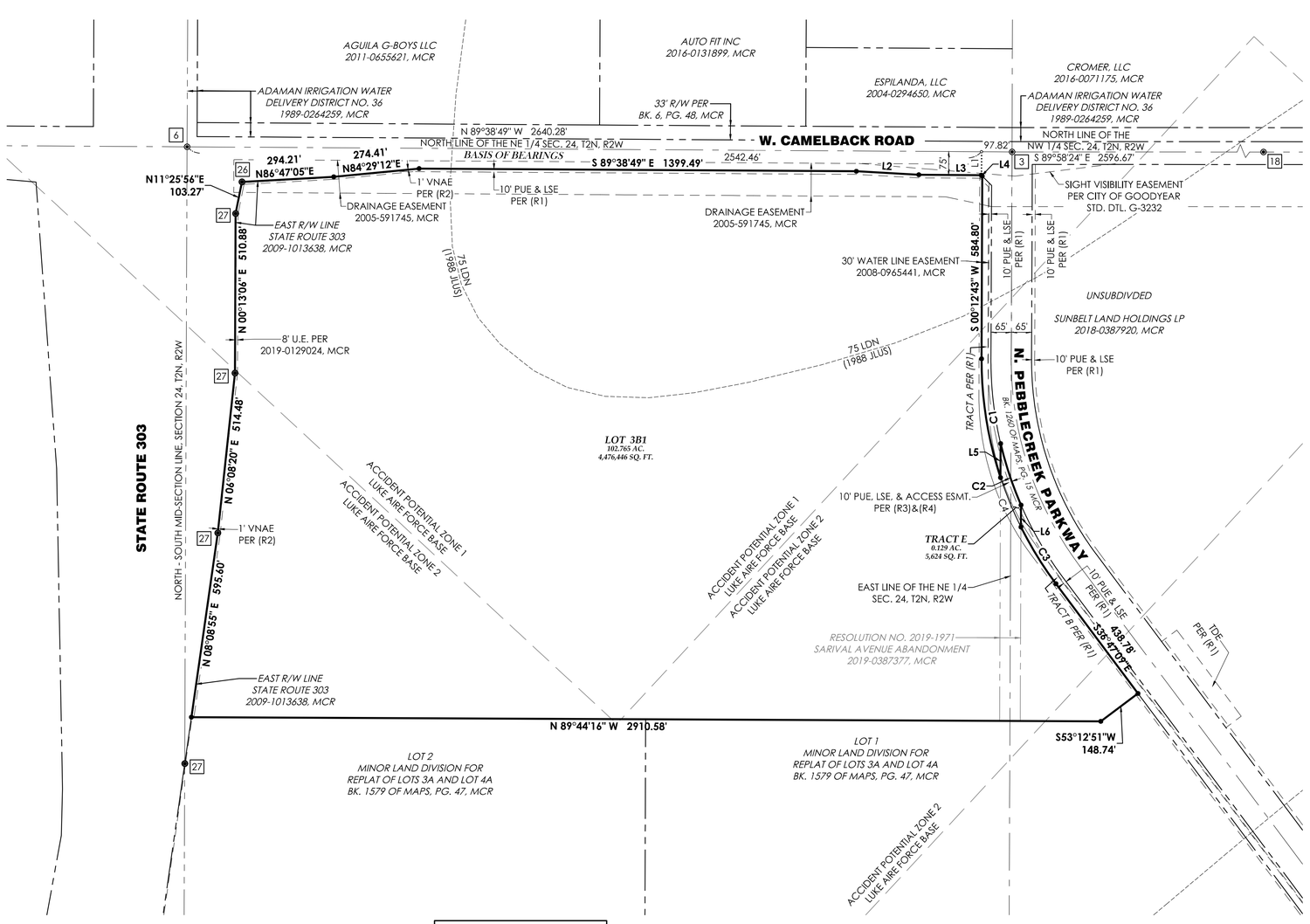
SURVEYED BY:
ASAM
Arizona Surveying & Mapping
Arizona Surveying and Mapping
2440 W. Mission Lane, Suite 4, Phoenix, Arizona 85021
TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com

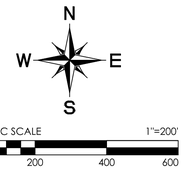
CASE NO.
22-0858

SHEET 1 OF 2

"RE-PLAT OF PV303 EAST-PHASE A, LOTS 3B AND 4B"

W:\10748A - PV303 East B17\COGO\LOT 38 REPLAT\10748A-REPLAT LOT 38-SHEETS.dwg





MONUMENT NOTES

3 FOUND BRASS CAP IN HANDHOLE CITY OF GOODYEAR AT THE NORTHEAST CORNER OF SECTION 24, T2N, R2W.

6 FOUND BRASS CAP IN HANDHOLE CITY OF GOODYEAR AT THE NORTH QUARTER CORNER OF SECTION 24, T2N, R2W.

18 FOUND BRASS CAP IN HANDHOLE CITY OF PHOENIX AT THE NORTH QUARTER CORNER OF SECTION 19, T2N, R1W.

26 FOUND 1/2" REBAR NO TAGS.

27 FOUND 1/2" REBAR W/CAP STAMPED RLS 15573.

RECORD DOCUMENT:

(R1) FINAL PLAT OF PV303 EAST PHASE A
BK 1260 OF MAPS, PG. 15, MCR

(R2) REPLAT OF PV303 EAST PHASE A
BK 1322 OF MAPS, PG. 39, MCR

(R3) RESOLUTION NO. 2019-1971
2019-0387377, MCR

(R4) PUBLIC UTILITY AND LANDSCAPE EASEMENT
2019-0387378, MCR

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING: NORTH 89°38'49" WEST (MEASURED)

LEGEND

◉	FOUND MONUMENT AS NOTED
●	SET 1/2" REBAR RLS #46643 UNLESS OTHERWISE NOTES
O	CALCULATED POINT, NOTHING FOUND AND NOTHING SET
R/W	RIGHT-OF-WAY
(M)	MEASURED
(R)	RECORD
MCR	MARICOPA COUNTY RECORDS
BK	BOOK
PG	PAGE
PUE	PUBLIC UTILITY EASEMENT
UE	UTILITY EASEMENT
LSE	LANDSCAPE EASEMENT
TDE	TEMPORARY DRAINAGE EASEMENT
D.E.	DRAINAGE EASEMENT
S.E.	SEWER EASEMENT
W.S.	WATER EASEMENT
W.S.E.	WATER & SEWER EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
———	BOUNDARY LINE
——— — ———	ADJOINER LINE
– – – – –	EASEMENT LINE
——— — ———	SECTION LINE
——— ——— ———	1988 JLUS LINE
——— ——— ———	ACCIDENT POTENTIAL ZONE

TRACT SUMMARY TABLE

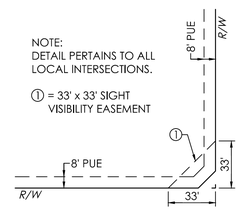
TRACT	AREA (ACRES)	USAGE	MAINTENANCE RESPONSIBILITY
TRACT E	0.129	MULTI USE TRAIL, LANDSCAPE, PUE, TRANSMISSION WATERMAIN EASEMENT	PV303 COMMERCIAL COMMUNITY, INC.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N00°21'11"E	75.00'
L2	S86°47'05"E	200.26'
L3	S89°38'49"E	200.00'
L4	S44°43'03"E	4.25'
L5	N00°12'43"E	108.74'
L6	S00°12'43"W	70.39'

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1195.00'	386.63'	18°32'14"	S09°03'24"E	384.94'
C2	1165.00'	207.58'	10°12'32"	S18°21'09"E	207.30'
C3	1195.00'	213.49'	10°14'10"	S31°40'04"E	213.21'
C4	1195.00'	171.53'	8°13'28"	S22°26'15"E	171.39'



TYPICAL SITE VISIBILITY EASEMENT DETAIL
N.T.S.

SHEET 2 OF 2

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N. ROGERS
8/15/2022
ARIZONA U.S.A.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C. DICKSON
8/15/2022
ARIZONA U.S.A.

PREPARED BY:

GMcivil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

SURVEYED BY:

Arizona Surveying & Mapping
Arizona Surveying and Mapping
2440 W. Mission Lane, Suite 4, Phoenix, Arizona 85021
TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com

"RE-PLAT OF PV303 EAST-PHASE A, LOTS 3B AND 4B"

CASE NO.
22-0858

W:\10748A - PV303 East B17\COGO\LOT 3B REPLAT\10748A-REPLAT LOT 3B-SHEET5.dwg

ITEM #: 18.
DATE: 08/29/2022
AI #:934

CITY COUNCIL ACTION REPORT

SUBJECT: MONTECITO PAD AMENDMENT

STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

OTHER PRESENTER(S):

Andrew Yancey, Bergin, Frakes, Smalley & Oberholtzer (BFSO)

SUMMARY

Public Hearing for and consideration of a PAD Amendment to the Montecito Planned Area Development modifying the zoning district of four parcels (9.7, 9.18, 9.21, and 9.42) and modification to stipulation #6 of the prior Ordinance (2018-1380).

Recommendation

1. ADOPT RESOLUTION NO. 2022-2251, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE 2022-1544 AND FILED WITH THE CITY CLERK RELATED TO THE REZONING OF THE PROPERTY KNOWN AS MONTECITO 2.

2. ADOPT ORDINANCE NO. 2022-1544, CONDITIONALLY REZONING APPROXIMATELY 1,327 ACRES OF PROPERTY GENERALLY LOCATED NORTHWEST OF WILLIS ROAD BETWEEN ESTRELLA PARKWAY AND RAINBOW VALLEY ROAD; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY AND PENALTIES; PROVIDING FOR AN EFFECTIVE DATE AND REQUIRING THE RECORDATION OF THIS ORDINANCE. (Alex Lestinsky, Senior Planner)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The current zoning of the property is Planned Area Development (PAD), under the Montecito PAD, adopted by Council on January 22, 2018 by Ordinance No. 2018-1380. A history of zoning actions by Ordinance Number and a brief description of the action is listed below:

- 88-257 – Created the Estrella Phase II PAD
- 03-864 – Approximately 156 acres rezoned from Single Family within Estrella Phase II PAD to Employment Zoning District and Public Facilities District (PFD).
- 04-917 – Approximately 1,317 acres were rezoned to create the Estrella Mountain Ranch (EMR) Villages VII and IX PAD amendment of the Estrella Phase II PAD
- 08-1114 – Approximately 512 acres were rezoned to create the Montecito Phase 3 PAD Amendment of the Villages VII and IX PAD.

- 14-1295 – A modification to the number of units allowed in parcels 7.1, 9.8, and 9.9 and reducing the setback in parcels 9.8 and 9.9
- 17-1339 – A modification to the density requirements of parcel 7.5
- 2018-1380 – PAD Amendment to replace the Villages VII and IX PAD and the Montecito Phase 3 PAD as to the rezoned property, establishing the Montecito PAD Amendment Regulatory Standards Booklet

STAFF ANALYSIS

Current Policy:
An amendment to a PAD requires review by the Planning and Zoning Commission and final decision by the City Council through the public hearing process. The amendment must be in conformance with the General Plan and should not adversely impact the surrounding area as outlined in the Zoning Ordinance.

Details of the Request:
The proposed amendment to the Montecito PAD modifies the zoning designation for four parcels within the Montecito PAD. The four parcels are currently designated as SFD-60 and of those, three are proposed as the SFD/A designation which allows single-family detached and attached residential lots, the fourth parcel is proposed as SFD-50 which allows single-family detached lots. The SFD/A and SFD-50 district standards were originally approved in the 2018 Montecito PAD Amendment.

This update does not change the development standards applicable to the SFD/A and SFD-50 residential zoning categories that were approved in 2018. However, in response to concerns raised during the neighborhood meeting, the property owner agreed to certain modifications to the development standards as applied to the three parcels that were being designated as SFD/A (Parcels 9.18, 9.21, and 9.42). Specifically, the property owner agreed that only single family detached homes would be constructed within these parcels, and the owner agreed that lots within these parcels would have minimum width of 47 feet, a minimum depth of 110 feet and buildings within these parcels would be no more than two stories and would be no more than 30 feet in height.

The proposed amendment to the Montecito PAD modifies the four parcels and restates the currently applicable development standards for the PAD in the Montecito Planned Area Development Amendment Regulatory Standards Booklet dated May 2022. Stipulations have been included in the rezoning ordinance to reflect the limitations regarding the development of Parcels 9.18, 9.21, and 9.42 agreed to by the property owner as set forth above.

In addition to the modification of the four parcels, the applicant also wishes to modify stipulation #6 of Ordinance No. 2018-1380 regarding the development of the Parcel 9.23 as a park site. Stipulation #6 states: “Park and open spaces area, including the parks adjacent to the designated school sites, shall be improved in conjunction with the construction of infrastructure of the parcels by the developer. Park and open spaces areas, except for those areas (if any) that are conveyed to the City or school district, shall be privately owned and maintained by the Homeowners Associations”. At this time, the surrounding parcels are not fully constructed, so the park has not yet been constructed. The developer in conjunction with the Villages Community Association (HOA) has requested that the development of the park be delayed for two primary reasons:

1. Safety/visibility of the park – As this parcel is in a remote location, the park and its structures would be at high risk for graffiti and other types of vandalism, including damage and defacement of park equipment, benches and lighting, as well as the dumping of trash and other debris, resulting in additional costs for manned park patrols and repair and replacements of damaged equipment and structures.
2. Financial burden on the HOA/residents – the Board and Budget finance committee have discussed the financial implications of developing the park without enough homes occupied and paying association dues to help support the maintenance costs.

A letter from the Villages Community Association was provided as an exhibit to this report. The applicant is proposing to modify the stipulation to ensure enough surrounding development has occurred for the park to be viable with an additional 300-500 homes to be constructed and occupied in order to support the park construction and maintenance. The revised stipulation will require that the park that is to be developed within Parcel 9.23 be constructed when vertical construction commences in connection with the recordation of the final plat subdividing all or part of the Property that includes the 351st lot created by all final plats recorded after the date this Ordinance is adopted. (For example, if a final plat is recorded for Parcel 9.40 creating 105 lots followed by the recordation of a final plat for parcel 9.17, creating 184 lots and then a final plat for Parcel 9.42 is recorded creating 150 lots, the recordation of the final plat for Parcel 9.42 will trigger the obligation to construct the park in Parcel 9.23 because it

will include the 350th lot (105 + 184 + 150 = 439)). This revision provides the “breathing room” the HOA has requested.

STAFF EVALUATION:
Staff finds the request to amend the residential district designation for the four proposed parcels to be in conformance with the General Plan. This proposal does not change the intended use of the properties and does not significantly change the overall proposed density of this area of Montecito. Stipulation #5 of the 2018 ordinance set a maximum number of units within Montecito at 3,634. With this proposal, that stipulation is not changing and the maximum number of units will remain at 3,634 (stipulation #5). The table below shows the comparison of development standards for the existing parcels and their proposed changes.

Zone	SFD-60 (existing)	SFD/A (proposed)	SFD-50 (proposed)
	Parcels 9.18, 9.21, 9.42, 9.7	Parcels 9.18, 9.21, and 9.42	Parcel 9.7
Permitted Principal Uses	Single Family Detached	Single Family Detached	Single Family Detached; Zero Lot; Alley Loaded
Minimum Lot Width	60 ft.	47 ft.	50 ft.
Minimum Lot Depth	120 ft.	110 ft.	90 ft.
Maximum Height	30 ft. (2 stories)	30 ft. (2 stories)	30 ft. (2 stories)
Max. Building Coverage	60%	75%	75%
Min. Front Yard Setback	18 ft.	18 ft.	18 ft.
Min. Side Yard Setback	5 ft.	5 ft.	5 ft.
Min. Rear Yard Setback	15 ft.	10 ft.	10 ft.

Evaluation Criteria:

1. *Consistency with the General Plan.*

   The Montecito area is designated as Neighborhoods in the Goodyear 2025 General Plan. The Neighborhoods category calls for a variety of densities and housing products, public and community facilities, and commercial uses at appropriate intensities and locations. The applicant has established conformance with the General Plan in the project narrative. Staff has determined that the request is in conformance with the goals and objectives provided in the General Plan.

2. *Suitability of the subject property’s physical and natural features for the uses permitted under the proposed zoning district.*

   Within the parcels that are being amended, there are no irregular physical or natural features preventing the use from rezoning as proposed.

3. *Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.*

   The proposed use (residential) of these parcels within the PAD is not changing, but the distribution of lot sizes is adjusting. Uses and development surrounding the subject property include:

   - North – West Calistoga Drive, Existing Montecito residential subdivisions
   - East – Exiting and under constructions Montecito residential subdivisions
   - South – Future Montecito residential subdivisions, Rainbow Valley Wastewater Reclamation Facility
   - West – Future Montecito residential subdivisions, Rainbow Valley Road

4. *Proposed zoning district’s consistency with other land uses within the immediate area and whether uses allowed under proposed zoning district would be better suited to the subject property than the uses allowed under current zoning.*

   The Montecito PAD is part of the Estrella Community and will continue the trend of residential development at appropriate densities.

Luke Air Force Base:
The subject property is not located within the vicinity of a military airport. Given the location of the subject property, base operations will not be adversely impacted by this proposed amendment.

Phoenix-Goodyear Airport:
The subject property is not located within the Phoenix-Goodyear Traffic Pattern Airspace. Given the location of the property, airport operations will not be adversely impacted by this proposed amendment.

5. *Demand for the types of uses permitted in the proposed zoning district in relation to amount of land currently zoned and available to accommodate the demand.*

   The existing development within the Montecito PAD will not be affected. All zoning requirements for existing developments will remain as is. This amendment reclassifies the residential designation for four currently undeveloped parcels to an alternative residential district that already exists within the Montecito PAD.

6. *Demands for public services that will be generated by the uses permitted in the proposed zoning district.*

   The proposed amendment to the PAD will not have a significant impact of public services beyond the existing impact that was already approved for the area. Below is a summary of impact to public services.

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
#186	1.56	0.78	5.66	2.83	#182	5.12	2.56	11.44	5.72

Police Response:
The subdivision is located within an existing Police patrol beat and the current level of service within the beat can accommodate the development of the property.

Streets/Transportation:
Access to the development will remain as it was approved with the original Montecito PAD. Streets are planned to be public and will be developed in compliance with the City's Engineering Design Standards. All parcels shall have two points of access as required by the fire code.

Water/Wastewater:
The subject property is located within the City of Goodyear water and wastewater service area.

Solid Waste/Recycling:
Solid waste and recycling services for the property will be contracted through a commercial provider.

7. *Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided;*

   The subject property is in proximity to where existing public services are provided.

8. *General public's concerns.*

Public Participation:
In accordance with the City's Citizen Review Ordinance, a neighborhood meeting was held on March 2, 2022 at the Starpointe Residents Club. Notice was sent to property owners within 500-feet of the subject property and the entire PAD boundary. Approximately 40 people attended this meeting. Meeting minutes, which include the general concerns and questions voiced at the meeting is provided as an Exhibit 5. To date, staff has received 1 objection via email based on concerns of increasing the number of people in the area.

Notice for the public hearings before the Planning and Zoning Commission and City Council included a notice mailed to surrounding property owners, a sign posted on the property, and a legal notice published in the Arizona Republic, Southwest Edition, on July 29, 2022.
At the Planning and Zoning Commission meeting held on August 17, 2022, two residents of the Estrella community objected to the PAD Amendment with concerns of increased traffic, population, and quality of

housing product.

The Commission asked for staff and the applicant to confirm that the maximum units of housing within the Montecito planning area was not changing and that the Traffic Analysis was approved by the city.

9. *Whether the amendment promotes orderly growth and development;*

   The subject property is located adjacent to existing infrastructure and developed areas. The amendment will allow development of the subject property and promotes the orderly growth and development of the City.

10. *Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.*

    The development of the proposed residential project will be required to adhere to all applicable design, building, and engineering standards of the City of Goodyear. Adherence to these standards will be evaluated during the preliminary plat, civil engineering, and building plan review processes.

RECOMMENDATION:
Staff finds that the proposed Montecito PAD is consistent with the subject property's Neighborhood land use designation in the Goodyear 2025 General Plan and will be compatible with the surrounding area. Staff is recommending approval of the proposed update to the Montecito PAD document. The Planning and Zoning Commission recommended approval of the PAD amendment (7-0) on August 17, 2022.

Attachments

Resolution No. 2022-2251
Exhibit A - Supplementary Zoning Map
Exhibit B - Legal Description
Exhibit C - PAD Regulatory Standards
Ordinance No. 2022-1544
Aerial Photo
Project Narrative
Villages Community Association Letter
Neighborhood Meeting Minutes
Staff Presentation
Applicant Presentation

RESOLUTION NO. 2022-2251

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE 2022-1544 AND FILED WITH THE CITY CLERK RELATED TO THE REZONING OF THE PROPERTY KNOWN AS MONTECITO 2.

Be it resolved by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, as follows:

SECTION 1. DECLARATION OF PUBLIC RECORDS

That certain document titled "Official Supplementary Zoning Map No. 22-10A," a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That certain document titled "Legal Description – Montecito 2," a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

That certain document titled "Montecito Planned Area Development Regulatory Standards Booklet Amended May 2022" a copy of which is attached hereto as Exhibit C, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2022-1544.

SECTION 3. COPIES FILED WITH THE CITY CLERK

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S 44-7041 of each of the aforementioned documents being declared public records herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

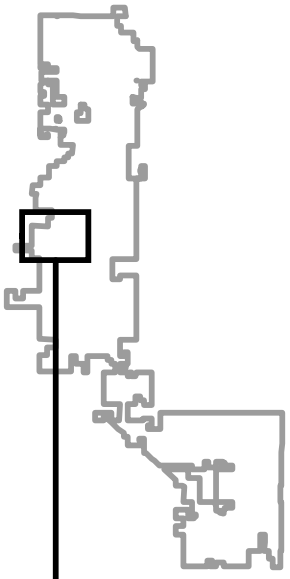
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-10A

AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO._____, PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____, 2022.

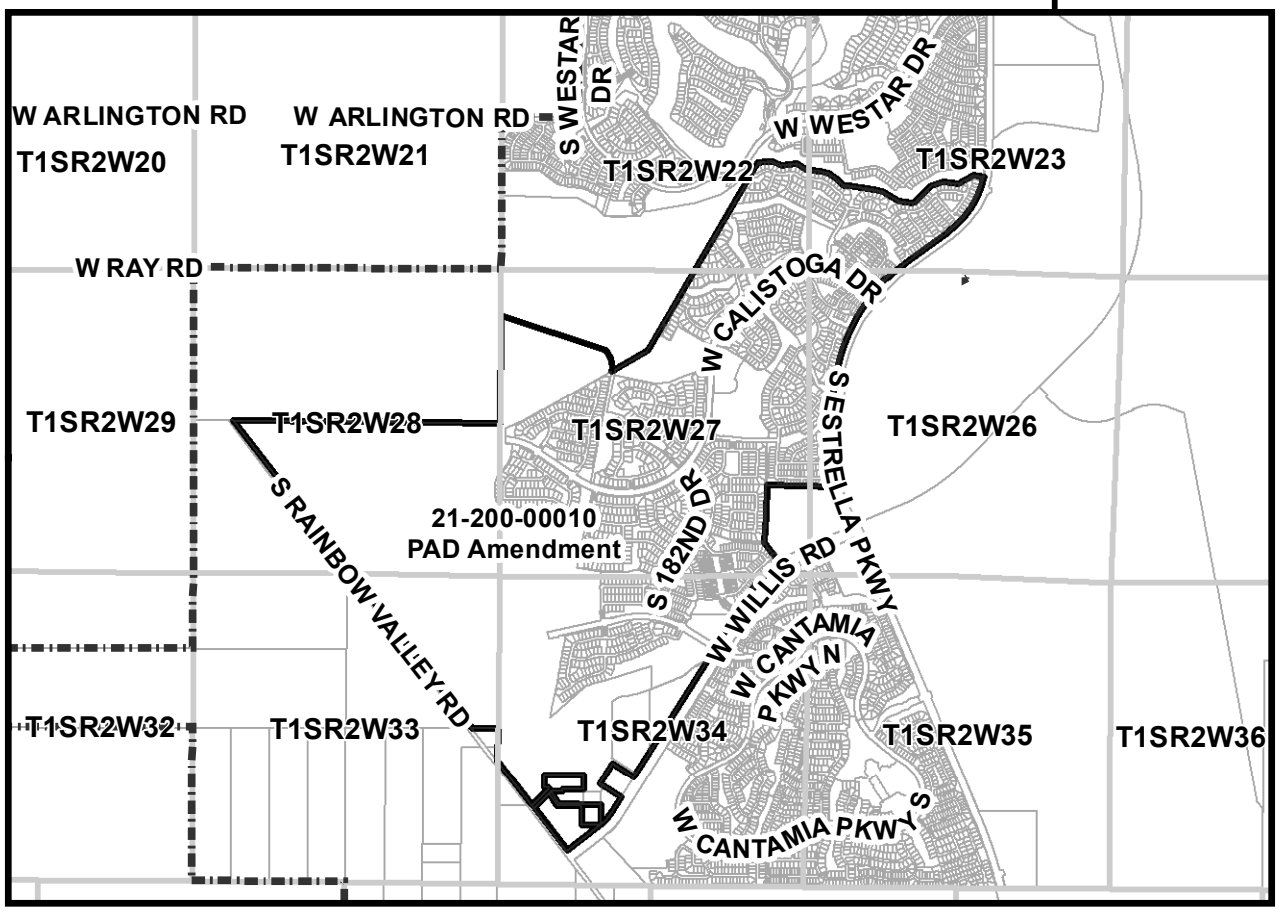


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

Portions of Sections 22, 23, 26, 27, 28, 33 and 34, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT		DATE:
A	REZONE FROM PAD TO PAD AMENDMENT 21-200-00010	May 2022

EXHIBIT 'B'

LEGAL DESCRIPTION

MONTECITO 2

PORTIONS OF LAND LYING WITHIN SECTIONS 22, 23, 26, 27, 28, 33 AND 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT, A FOUND GLO BRASS CAP BEING THE WEST ONE-QUARTER CORNER OF SECTION 27, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION, BEARS SOUTH 00°13'25" WEST, A DISTANCE OF 2,634.80 FEET;

THENCE ALONG THE EAST-WEST MID-SECTION LINE, NORTH 89°27'49" WEST, A DISTANCE OF 2640.53 FEET, TO A CALCULATED CENTER POSITION FOR SECTION 28;

THENCE CONTINUING ALONG SAID MID-SECTION LINE, NORTH 89°27'49" WEST, A DISTANCE OF 1,960.57 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF RAINBOW VALLEY ROAD, RECORDED IN BOOK 10 OF MAPS, PAGE 25, PER MARICOPA COUNTY RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, SOUTH 37°50'45" EAST, A DISTANCE OF 6,709.28 FEET, TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SECTION 33;

THENCE CONTINUING ALONG SAID MID-SECTION LINE, SOUTH 89°50'27" EAST, A DISTANCE OF 442.82 FEET, TO A FOUND GLO BRASS CAP BEING THE EAST ONE-QUARTER CORNER OF SECTION 33;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 33, SOUTH 00°20'18" WEST, A DISTANCE OF 564.43 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID RAINBOW VALLEY ROAD;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 37°50'45" EAST, A DISTANCE OF 969.87 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 45°18'19" EAST, A DISTANCE OF 413.42 FEET, ALONG THE WATER RECLAMATION BOUNDARY LINE, PER A MINOR LAND DIVISION OF THE RAINBOW VALLEY UTILITY CAMPUS, BOOK 1152, PAGE 23, MARICOPA COUNTY RECORDS;

THENCE NORTH 44°42'17" WEST, A DISTANCE OF 19.02 FEET;

THENCE NORTH 89°34'13" WEST, A DISTANCE OF 68.70 FEET;

THENCE NORTH 00°21'19" EAST, A DISTANCE OF 221.40 FEET;

THENCE SOUTH 89°38'59" EAST, A DISTANCE OF 671.18 FEET;

THENCE SOUTH 00°21'07" WEST, A DISTANCE OF 243.03 FEET;

THENCE NORTH 89°48'45" WEST, A DISTANCE OF 351.32 FEET;

THENCE SOUTH 01°17'06" WEST, A DISTANCE OF 39.69 FEET;

THENCE SOUTH 89°55'00" WEST, A DISTANCE OF 189.97 FEET;

THENCE SOUTH 09°49'42" WEST, A DISTANCE OF 34.65 FEET;

THENCE SOUTH 35°10'18" EAST, A DISTANCE OF 227.66 FEET;

THENCE SOUTH 89°38'53" EAST, A DISTANCE OF 727.75 FEET;

THENCE SOUTH 00°21'07" WEST, A DISTANCE OF 312.50 FEET;

THENCE SOUTH 45°21'15" WEST, A DISTANCE OF 53.00 FEET;

THENCE NORTH 89°38'53" WEST, A DISTANCE OF 306.50 FEET;

THENCE NORTH 00°21'07" EAST, A DISTANCE OF 280.00 FEET, TO THE BEGINNING OF A TANGENT CURVE, WHOSE RADIUS IS 40.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 90°00'00", AND A LENGTH OF 62.83 FEET;

THENCE NORTH 89°38'53" WEST, A DISTANCE OF 376.21 FEET;

THENCE NORTH 35°12'26" WEST, A DISTANCE OF 219.79 FEET;

THENCE NORTH 80°12'26" WEST, A DISTANCE OF 42.86 FEET;

THENCE SOUTH 45°18'16" WEST, A DISTANCE OF 319.69 FEET, TO A POINT ON THE SAID EASTERLY RIGHT-OF-WAY LINE OF RAINBOW VALLEY ROAD;

THENCE ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 37°50'45" EAST, A DISTANCE OF 923.45 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF WEST WILLIS ROAD, RECORDED IN BOOK 936, PAGE 01, PER MARICOPA COUNTY RECORDS;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 52°09'14" EAST, A DISTANCE OF 719.60 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 850.00 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY OF A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 19°57'53", AND LENGTH OF 296.18 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 32°11'21" EAST, A DISTANCE OF 302.75 FEET, TO THE SOUTHERLY BOUNDARY LINE OF A FUTURE FIRE STATION, PER A MINOR LAND DIVISION OF THE RAINBOW VALLEY UTILITY CAMPUS, BOOK 1152, PAGE 23, MARICOPA COUNTY RECORDS;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST WILLIS ROAD, NORTH 57°48'39" WEST, A DISTANCE OF 432.50 FEET;

THENCE NORTH 32°11'21" EAST, A DISTANCE OF 408.00 FEET;

THENCE SOUTH 57°48'39" EAST, A DISTANCE OF 432.50 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST WILLIS ROAD;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 32°11'21" EAST, A DISTANCE OF 2,570.41 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 12°48'39" WEST, A DISTANCE OF 28.28 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 32°11'21" EAST, A DISTANCE OF 110.00 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 77°11'21" EAST, A DISTANCE OF 28.28 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 32°11'21" EAST, A DISTANCE OF 844.47 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 2,700.00 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY OF A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 19°43'27", AND LENGTH OF 929.48 FEET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY NORTH 38°00'50" WEST, A DISTANCE OF 439.27 FEET, TO A POINT ON THE SOUTHEAST BOUNDARY CORNER OF PARCEL 9.26, PER ESTRELLA MOUNTAIN RANCH MAP OF DEDICATION RECORDED IN BOOK 771, PAGE 9, PER MARICOPA COUNTY RECORDS;

THENCE ALONG SAID EASTERLY BOUNDARY LINE, NORTH 04°38'18" EAST, A DISTANCE OF 469.43 FEET;

THENCE CONTINUING ALONG SAID BOUNDARY LINE, NORTH 01°11'09" EAST, A DISTANCE OF 514.97 FEET, TO A POINT ON THE SOUTH BOUNDARY LINE OF PARCEL 9.1;

THENCE ALONG THE SOUTH BOUNDARY LINE, SOUTH 88°48'51" EAST, A DISTANCE OF 1,171.66 FEET, TO THE SOUTHEAST BOUNDARY CORNER OF PARCEL 9.1, AND ALSO A POINT ON THE WESTERLY RIGH-OF-WAY LINE OF ESTRELLA PARKWAY, AND ALSO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS NORTH 74°20'37" EAST, A DISTANCE OF 3,060.00 FEET;

THENCE CONTINUING ALONG THE SAID WESTERLY RIGHT-OF-WAY OF A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 25°12'12", AND LENGTH OF 1,346.04 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY NORTH 09°32'49" EAST, A DISTANCE OF 592.20 FEET, TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 3,060.00 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY OF A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 28°24'32" AND LENGTH OF 1,517.24 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY NORTH 06°09'17" WEST, A DISTANCE OF 28.63 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY NORTH 50°27'09" WEST, A DISTANCE OF 40.69 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY NORTH 39°32'51" EAST, A DISTANCE OF 120.00 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY SOUTH 50°27'09" EAST, A DISTANCE OF 25.49 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY NORTH 85°09'12" EAST, A DISTANCE OF 28.58 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 49°03'18" EAST, A DISTANCE OF 3,075.00 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY OF A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 04°49'45" AND LENGTH OF 259.17 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY NORTH 52°49'32" EAST, A DISTANCE OF 152.83 FEET, TO A NON-TANGENT, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 41°23'05" EAST, A DISTANCE OF 3,060.00 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY OF A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 05°34'15" AND LENGTH OF 297.52 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY NORTH 54°11'10" EAST, A DISTANCE OF 880.73 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 1,530.00 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY OF A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 42°41'34" AND LENGTH OF 1140.05 FEET, TO THE NORTHEAST BOUNDARY CORNER PER FINAL PLAT OF CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.2, RECORDED IN BOOK 854, PAGE 01 PER MARICOPA COUNTY RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 76°06'55" WEST, A DISTANCE OF 176.62 FEET,

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT SOUTH 61°01'18" WEST, A DISTANCE OF 302.06 FEET,

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 83°57'31" WEST, A DISTANCE OF 246.02 FEET,

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT SOUTH 77°56'29" WEST, A DISTANCE OF 84.21 FEET,

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT SOUTH 71°46'03" WEST, A DISTANCE OF 145.13 FEET,

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT SOUTH 42°55'35" WEST, A DISTANCE OF 235.91 FEET,

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT SOUTH 45°32'00" WEST, A DISTANCE OF 117.12 FEET,

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT SOUTH 56°53'22" WEST, A DISTANCE OF 48.70 FEET,

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT SOUTH 76°37'58" WEST, A DISTANCE OF 48.10 FEET,

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 85°19'03" WEST, A DISTANCE OF 228.40 FEET,

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 60°20'27" WEST, A DISTANCE OF 337.29 FEET,

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 74°46'41" WEST, A DISTANCE OF 149.84 FEET,

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 82°11'22" WEST, A DISTANCE OF 430.66 FEET, TO THE NORTHWEST BOUNDARY CORNER OF SAID PLAT, ALSO BEING THE NORTHEAST BOUNDARY CORNER PER FINAL PLAT CORONADO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 7.3, RECORDED IN BOOK 853, PAGE 47 PER MARICOPA COUNTY RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 82°11'22" WEST, A DISTANCE OF 81.79 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 49°32'58" WEST, A DISTANCE OF 210.09 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 56°47'13" WEST, A DISTANCE OF 134.39 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 74°20'13" WEST, A DISTANCE OF 147.35 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 86°45'27" WEST, A DISTANCE OF 154.61 FEET,

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 85°29'26" WEST, A DISTANCE OF 59.30 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 59°06'22" WEST, A DISTANCE OF 227.10 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT SOUTH 82°48'48" WEST, A DISTANCE OF 261.55 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 68°06'24" WEST, A DISTANCE OF 168.03 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT NORTH 85°42'10" WEST, A DISTANCE OF 100.39 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT SOUTH 79°03'33" WEST, A DISTANCE OF 157.87 FEET, TO THE EASTERLY LINE OF 200-FOOT-WIDE TRANSMISSION EASEMENT PER INSTRUMENT NUMBER 1984-483397;

THENCE ALONG THE EASTERLY LINE OF SAID EASEMENT SOUTH 30°25'53" WEST, A DISTANCE OF 3,747.88 FEET;

THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PLAT SOUTH 60°21'18" WEST, A DISTANCE OF 710.64 FEET,

THENCE LEAVING SAID EASEMENT LINE NORTH 10°45'59" EAST, A DISTANCE OF 58.69 FEET;

THENCE NORTH 10°27'10" WEST, A DISTANCE OF 164.45 FEET;

THENCE NORTH 29°31'22" WEST, A DISTANCE OF 157.99 FEET;

THENCE NORTH 71°42'20" WEST, A DISTANCE OF 1,908.62 FEET, TO A POINT ON THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 28;

THENCE CONTINUING ALONG THE SAID EAST LINE SOUTH 00°28'33" WEST, A DISTANCE OF 1,869.85 FEET, TO A GLO BRASS CAP BEING THE EAST ONE-QUARER CORNER OF SECTION 28, TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 57,811,084 SQUARE FEET OR (1,327.1599) ACRES, MORE OR LESS.

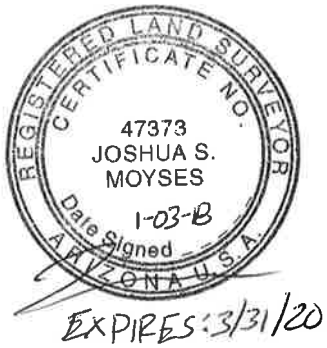


EXHIBIT 'C'

MONTECITO

PLANNED AREA DEVELOPMENT

REGULATORY STANDARDS BOOKLET

Prepared for:

HARVARD INVESTMENTS

B | F | S | O

AMENDED MAY 2022

ARIZONA Goodyear

SWABACK pllc
Architects + Planners



The entrance to Montecito as the sun sets over the Sonoran Desert landscape

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RESIDENTIAL DEVELOPMENT STANDARDS

2.2.2 COMMERCIAL ZONE AND PERMITTED USES

2.2.3 BUSINESS PARK ZONE (BP)

2.2.4 BUSINESS PARK ZONE-1 (BP-1)

NON-RESIDENTIAL DEVELOPMENT STANDARDS

2.2.5 OPEN SPACE ZONE (OS)

2.2.6 PARK ZONE (P)

2.2.7 ELEMENTARY SCHOOL ZONE (ES)

2.3 PAD DESIGN GUIDELINES

1. MONTECITO OVERVIEW

Harvard Investments, as manager of Estrella, continues to shape the future of Estrella as one of the Valley's most successful master-planned communities in southern Goodyear. Nestled in the foothills of the Estrella Mountains in the Sonoran Desert Valley, the 20,000 acre community is envisioned and planned to provide residents with a variety of opportunities to work, live and play. With more than 14,000 residents, Estrella offers access to a variety of amenities, open space, trails, lakes, civic facilities and mixed-use developments to support a healthy, outdoor lifestyle. The community was recognized in Arizona Foothills Magazine's "Best of Our Valley 2015", as the best Master-Plan Community for children.

Estrella is currently organized around three villages; Mountain Ranch, Montecito and CantaMia.

Montecito is located in the west/ central area of Estrella and has been planned in three phases. The 1,402.5 acre planning area is defined by the surrounding Rainbow Valley Road, Willis Road, and Estrella Parkway. Adjacent planned Estrella developments include Community14 to the east and CantaMia to the south.

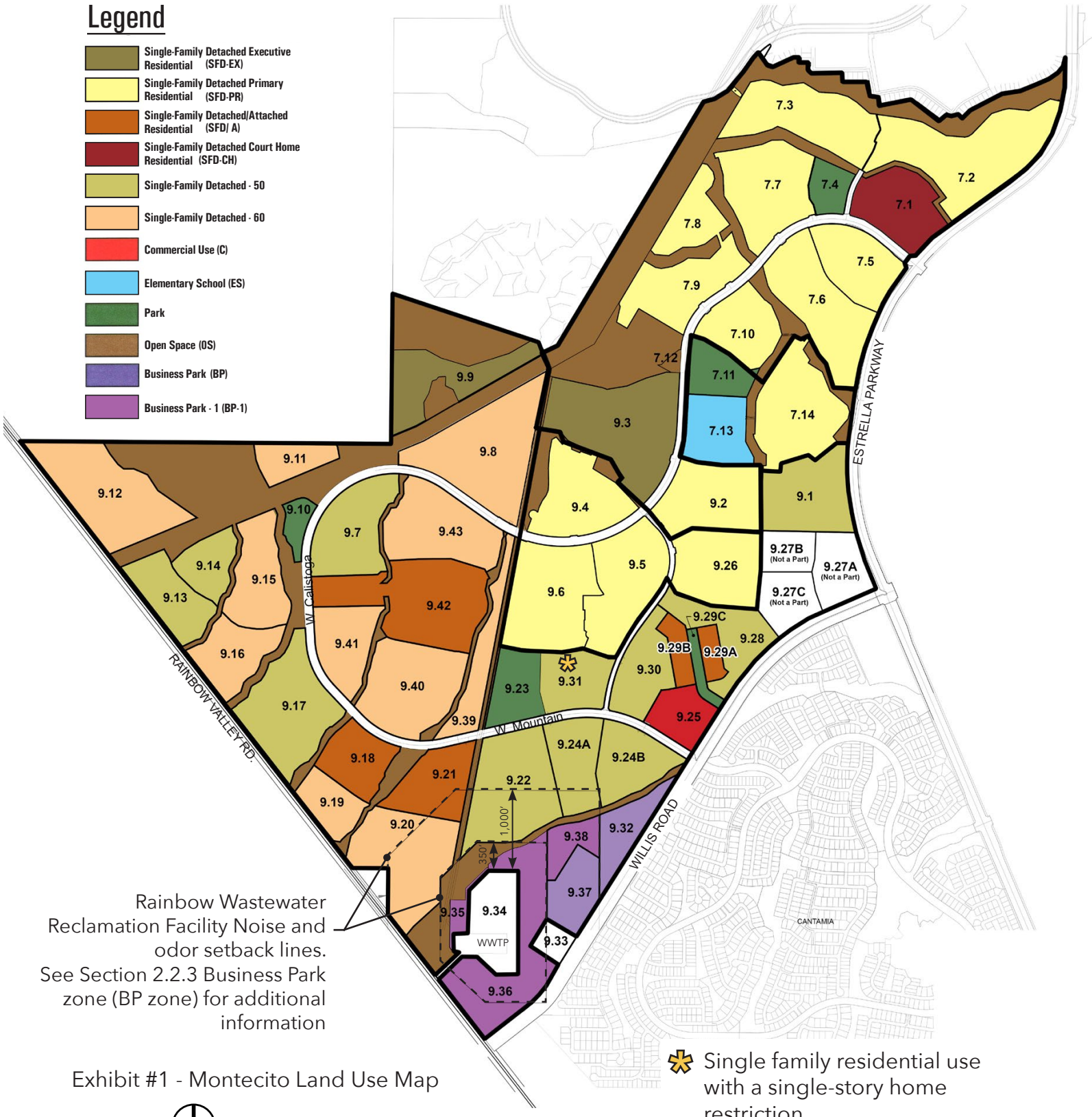
The aerial photograph on the previous page provides a visual reference to the Montecito context.



Aerial view showing the scale of development to date at Estrella within the context of Montecito

2. REGULATORY DEVELOPMENT STANDARDS

2.1 Land Use



Rainbow Wastewater Reclamation Facility Noise and odor setback lines. See Section 2.2.3 Business Park zone (BP zone) for additional information

Exhibit #1 - Montecito Land Use Map

Single family residential use with a single-story home restriction

Table 1 - Montecito Zoning/ Land Use

PARCEL	LAND USE	ACRES	MAXIMUM UNITS	PLATTED UNITS
7.1	SFD-CH	16.8	90	NA
7.2	SFD-PR	41	126	126
7.3	SFD-PR	29.7	86	86
7.4	PARK	7.3	NA	NA
7.5	SFD-PR	20	65	65
7.6	SFD-PR	29.7	83	83
7.7	SFD-PR	26	91	91
7.8	SFD-PR	12.9	27	27
7.9	SFD-PR	22.9	45	45
7.10	SFD-PR	17.4	54	54
7.11	PARK	10.5	NA	NA
7.12	OS	1	NA	NA
7.13	ES	15	NA	NA
7.14	SFD-PR	29	92	92
9.1	SFD-50	23.5	92	92
9.2	SFD-PR	23.3	67	67
9.3	SFD-EX	40.3	84	84
9.4	SFD-PR	26.9	47	47
9.5	SFD-PR	29.3	92	92
9.6	SFD-PR	31.8	80	80
9.7	SFD-50	22	76	N/A
9.8	SFD-60	36.8	106	106
9.9	SFD-EX	20.7	40	NA
9.10	PARK	4.3	NA	NA
9.11	SFD-60	8.7	32	NA
9.12	SFD-60	33.4	120	NA
9.13	SFD-50	15.1	85	NA
9.14	SFD-50	10.6	56	NA
9.15	SFD-60	18.9	77	NA
9.16	SFD-60	15.4	68	NA
9.17	SFD-50	29.2	184	NA
9.18	SFD-A	13.8	60	NA
9.19	SFD-60	10.1	42	NA
9.20	SFD-60	30	120	NA
9.21	SFD-A	16.5	66	NA
9.22	SFD-50	30.4	172	NA
9.23	PARK	12.9	NA	NA
9.24A	SFD-50	14.5	95	NA
9.24B	SFD-50	18	108	NA
9.25	C	10.5	NA	NA
9.26	SFD-PR	21.1	77	77
9.27A (NOT A PART)	MF	12.8	256	NA
9.27B (NOT A PART)	SFD CL	7.6	60	NA
9.27C (NOT A PART)	MF	10.8	108	NA
9.28	SFD 50	15.9	95	NA
9.29A	SFD/ A	3.9	39	NA
9.29B	SFD/ A	5.2	52	NA
9.29C	PARK	3.3	NA	NA
9.30	SFD-50	15.6	92	NA
9.31	SFD-50	15.0	85	NA
9.32	BP	11.6	BP	NA
9.35	BP-1	3	BP	NA
9.36	BP-1	31.2	BP	NA
9.37	BP	11.7	BP	NA
9.38	BP-1	7.6	BP	NA
9.39	SFD -60	12.3	47	NA
9.40	SFD-60	28.1	105	NA
9.41	SFD-60	15.7	60	NA
9.42	SFD-A	36.8	150	NA
9.43	SFD-60	25.9	104	NA
Streets		49	NA	NA
Open Space	OS	232.3	NA	NA
MONTECITO TOTAL		**1,402.5**	**4,058***	

*The maximum number of dwelling units approved at Montecito is 4,058. Unit counts may be distributed across the site as long as:
A. Totals do not exceed 4,058 units
B. Distribution from one parcel to another does not trigger a change in Land Use.

2.2 Zones

The proposed zones, along with permitted uses and development standards for Montecito are provided on the following pages.

2.2.1 Residential Zones

Descriptions of the Residential zones within the Montecito are provided as follows;

Single Family Detached / Attached zone (SFD/ A)

The SFD/ A zone provides for single-family detached and attached residential lots. The intent of the SFD/ A zone is to provide a variety of residential housing types on small and moderately sized lots. This zone category includes small-lot detached homes including the possible use of side yard use and benefit easements, and front, side, or rear alley-loaded garage residences. The SFD/ A zone will also allow for a variety of attached single-family residential housing types which includes duplexes and townhomes.

Single Family Detached - Primary Residential (SFD-PR)

The intent of the SFD-PR zone is to provide medium density residential lots within the planning area.

Single Family Detached - Executive Residential (SFD-EX)

The SFD-EX Zone provides for single-family residential lots with a density of 0 to 3 dwelling units per acre.

Single Family Detached - 50 (SFD-50)

The intent of the SFD-50 zone is to provide medium size residential lots with a minimum width of 50 feet.

Single Family Detached - 60 (SFD-60)

The intent of the SFD-60 zone is to provide low density residential lots with a minimum width of 60 feet.

Single Family Detached Court Home (SFD-CH)

The typical court home configuration will consist of dwelling units being serviced from a private auto court. This proposed development will provide additional housing opportunities in Montecito.

Residential Permitted Uses

1. All Permitted Principal Uses per Table 2 - Residential Development Standards of this PAD.

2. All Permitted Accessory Uses as defined within R1-6 - Single Family Residential of the Zoning Ordinance.

3. All Use Permit Uses as defined within R1-6 - Single Family Residential of the Zoning Ordinance.

Residential Development Standards

Development standards for the residential zones are provided in Table 2.

TABLE 2
Residential Development Standards

ZONE	SFD-EX	SFD-60	SFD-PR	SFD-50	SFD/A	SF - CH
Permitted Principal Uses	Single Family Detached	Single Family Detached	Single Family Detached Zero Lot Alley Loaded	Single Family Detached Zero Lot Alley Loaded	Single Family Detached Zero Lot Alley Loaded Townhome Duplex / Triplex	Court Home
Minimum Lot Width	0-3 du/ac (11)	60 ft.	3-6 du/ac (11)	50 ft.	30 ft.	40 ft.
Minimum Lot Depth	N/A (11)	120 ft.	N/A (11)	90 ft.	80 ft.	79 ft.
Maximum Height	32 ft. (2 stories)	30 ft. (2 stories)	30 ft. (2 stories)	30 ft. (2 stories)	40 ft. (3 stories)	30 ft. (2 stories)
Max. Building Coverage	60%	60%	60%	75%	75%	75%
Min. Front Yard Setback	20 ft. (13)	18 ft. (1) (8)	18 ft. (12)	18 ft. (1) (9)	18 ft. (1) (9)	5 ft. (5) (7)
Min. Side Yard Setback	20 ft. aggregate	5 ft. (2)	15 ft. aggregate	5 ft. (2) (3)	0 ft. & 5 ft. (3)	5 ft.
Min. Rear Yard Setback (10)	30 ft. (14)	15 ft. (4)	20 ft.	10 ft. (4)	10 ft. (4)	15 ft. (4)
Parking	(6)	(6)	(6)	(6)	(6)	(6) (7)

NOTES:

(1) Minimum setback to a front porch is 8 feet. Minimum setback to side entry garage or livable space is 10 feet.
(2) Awnings bay windows, fireplaces, and other architectural details may encroach 2 feet into the side setback.
(3) Product configurations with side yard use and benefit easements and "zero" lot lines are allowed.
(4) Minimum setback to rear patio cover is 10 feet.
(5) Front setback from a private motor court easement is 5 feet.
(6) Two enclosed spaces per dwelling unit, side-by-side or tandem.
(7) Garages may be architecturally separated and offset from each other. Additional visitor parking spaces is required at 1/2 space per unit.
(8) Front facing driveways shall not be less than 20 feet in length, as measured from the back of sidewalks, or right-of-way line if no sidewalk is provided, to the front face of a garage.
(9) Minimum setback to an alley loaded garage is 5 feet.
(10) Where rear yard view-fencing is utilized, the minimum separation between two rear yards shall be 40 feet.
(11) The original zoning of these already developed parcels were regulated by density therefore the lot width and depth minimums do not apply.
(12) The front yard setback of an unoccupied side entry garage or a "House Forward of a Garage" design may be 10' minimum.
(13) The front yard setback of an unoccupied side entry garage or a "House Forward of a Garage" design may be 15' minimum.
(14) Rear yard setback may be reduced to 20' for single story homes or single story components of 2 story homes (e.g. single story patio or patio covering, single story family room, etc.)

2.2.2 Commercial Zone (C)

This planning area is intended to provide community-serving shops, services, office use and restaurants within walking distance of the surrounding residential neighborhoods. The Village Green, surrounded by a mix of higher density residential units, will be the focal point of the community and is intended to create a vibrant lifestyle and gathering place in Montecito.

Commercial Zone Permitted Uses

The commercial parcel will be developed in conformance with the C-2 General Commercial District as set forth in Section 3-3-3 of the City of Goodyear Zoning Ordinance.

1. Permitted Principal Uses:

All Principal Permitted Uses as defined within Article 3-3-3.A of the City of Goodyear Zoning Ordinance, with the following modifications:

The following uses are prohibited within the Commercial PAD District:

a. Adult bookstore or adult novelty store and adult theater;
b. Cleaning and dying plants;
c. Funeral home;
d. Pawn shop;
e. Taxidermist.

2. All Permitted Accessory Uses as defined within Article 3-3-3.B of the City of Goodyear Zoning Ordinance.

3. All Use Permit Uses as defined within Article 3-3-3.C of the City of Goodyear Zoning Ordinance.

2.2.3 Business Park Zone (BP Zone)

The BP Zone provides the opportunity to create an employment center appropriately located along Willis Road in the southern area of Montecito. The BP Zone is intended to provide for a high-quality working environment and a harmonious mixture of land uses. Activities are intended to promote employment opportunities in low-intensity industrial, service retail, manufacturing, research and development, engineering, and wholesale that provide:

1. On-site employment
2. Services for on-site employees
3. Services to the public that are related to other, larger on-site businesses
4. Heavy retail services that may be more appropriate in a Business Park setting than in the Commercial Center.

Exhibit #1 - Montecito Land Use Map on page 6, illustrates the existing Rainbow Wastewater Reclamation Facility and the noise and odor easement area of the facility. A development agreement with the City of Goodyear identifies a Noise and Odor Easement within 350-foot and 1,000-foot areas surrounding the Reclamation Facility. The following Table 3 - Noise and Odor Easement Area - Permitted and Non-Permitted Uses, lists the permitted and prohibited uses listed in the development Agreement.

TABLE 3 **Business Park Zone (BP)** **Noise and Odor Easement Area - Permitted and Non-Permitted Uses***
Land Use
Permitted Uses:
Warehouses employing relatively few people
Uses ancillary to other public facilities such as administrative buildings
Detention facilities
Maintenance facilities
Equestrian centers
Plant nursery or tree farms
Parking lots or structures
Similar low occupancy uses
Parks and/or athletic fields
Headend communications facility**
Use Permit Uses:
Vehicle maintenance and storage facilities
Mini-storage facilities
Non-Permitted Uses:
Residences
Commercial office buildings
Schools
Food banks
Commercial shopping centers
Similar high-occupancy uses

*Note: No residential, park, office, retail, or other similar uses are permitted within the 350-foot easement area, and these uses are also not permitted in the 1,000-foot easement area until such time as the required noise and odor controls are installed for the RVRF in accordance with R18-9-B201(1) of Arizona Administrative Code

** A headend communications facility is a capital-intensive building (no or few employees) that houses communications equipment with outside dishes used to provide high technology communications for properties within Estrella.

2.2.4 Business Park-1 Zone (BP-1 zone)

Table 4, Business Park-1 Zone - Permitted Uses, lists permitted uses and uses requiring a use permit within the BP Zone that are outside the Noise and Odor Easement Area. The permitted industrial uses in the BP-1 Zone correspond to the City of Goodyear I-1 District. Auto body, paint, and fender shops are not permitted in the Business Park zone.

TABLE 4 - Business Park-1 Zone (BP-1) Permitted Uses*
Land Use
Permitted Uses:
Vocational, professional, or trade schools and business colleges, not to exceed 10,000 square feet
Headend communications facility**
Manufacturing and assembly of products
Office buildings for professional, administrative, clerical, and sales services
Processing and compounding of previously prepared materials
Scientific or research laboratories
Wholesale activities and warehousing
Veterinary Offices and Hospitals with animal boarding facilities, provided: a) Activities at such facilities are conducted entirely indoors, except for supervised and controlled outdoor exercise areas b) The facilities are constructed to prevent objectionable noises and odors outside the walls of the facility; c) There shall be no outdoor kennels or runs; and d) There shall be no direct outside exit from any room containing kennels.
Intensive retail services such as carpet cleaning, pest control, pool supplies and service, plumbing service, window and glass installation and sales, and other similar services that may not be appropriate in a Neighborhood Shopping Center, and excluding drive-through facilities
Retail services that are supportive and complementary to Business Park and Light Industrial uses, such as key and lock service, clothing alterations, dry cleaning, furniture and appliance repair, copying services, mailbox and package delivery services, shoe repair, office and business supply store, typewriter and business machine sales and repair, and other similar services, and excluding drive-through facilities
Bar /cocktail lounge subject to the following conditions or limitations: a) Music or entertainment shall be limited to recorded music or one live entertainer or group only if the facility is located a minimum of five hundred feet (500') from the property line of any residentially zoned or designated property. b) The area within the facility designated for music or entertainment activities shall not exceed a maximum of 5,000 square feet c) The area devoted to patron dancing shall not exceed twenty five percent (25%) of the total floor area d) The area devoted to a microbrewery component of such a facility shall not exceed twenty five percent (25%) of the total floor area e) Bar /cocktail lounge not meeting the above requirements, conditions, and limitations shall be subject to review and approval by a Use Permit

TABLE 4 - Business Park-1 Zone (BP-1) Permitted Uses* (Continued)
Plant nursery, wholesale or retail, including storage, stocking, or growing of trees and other landscape plant materials
Entertainment establishments, general, including bowling alley, electronic game center, arcade, ice rink, roller rink, miniature golf, and pool hall
Health and fitness facilities, not to exceed 5,000 square feet
Equipment rentals
Public utility offices
Permitted Accessory Uses:
Uses of land or structures customarily incidental and subordinate to one of the permitted principal uses, unless otherwise excluded.
Day Care within multi-use building (not it's own building)
Retail showrooms
Signs, on-site as subject to Article 7 of the Zoning Ordinance. No more than 2 off-site signs are permitted along the Willis Road frontage for businesses within Parcel 9.32 subject to Design Review approval.
Portable storage containers, subject to Article 8-2 of the Goodyear ordinance.
Facilities and storage areas incidental to construction
Temporary construction offices and construction yards
Use Permit Uses:
Dwelling for a watchman or caretaker employed on the premises
Automobile service station, convenience market, car wash (hand or automatic), vehicle-related retail services such as a tire center, vehicle repair, and parts supply, and excluding auto body, paint, and fender works repair, subject to the provisions of Article 4 of the Zoning Ordinance
Sign and painting shop
Mini-storage and storage buildings consisting of individually rented storage rooms which are independently accessed and locked, and are used for dead storage purposes
Bus and RV storage facilities and services for transit vehicles

*Note: No residential, park, office, retail, or other similar uses are permitted within the 350-foot easement area, and these uses are also not permitted in the 1,000-foot easement area until such time as the required noise and odor controls are installed for the RVRF in accordance with R18-9-B201(1) of Arizona Administrative Code

** A headend communications facility is a capital-intensive building (no or few employees) that houses communications equipment with outside dishes used to provide high technology communications for properties within Estrella.

Non-Residential Development Standards

The Commercial, Business Park and Park zone land use provides goods, services and employment opportunities within Montecito. It is anticipated that more detailed site planning for specific uses within these zones will be conducted and approved by the master developer and City of Goodyear.

Development standards for the Commercial, Business Park and Park Zones are provided in Table 5.

TABLE 5
Non-Residential Development Standards

ZONE	Commercial (C)	Business Park (BP)	Business Park (BP-1)	Park Zone (P)
Maximum Building Coverage	50%	50%	50%	50%
Minimum Front Setback	30 ft. (2)	25 ft.	25 ft.	25 ft.
Minimum Side Setback	N/A (1)	10 ft. (4)	10 ft. (4)	10 ft.
Minimum Rear Setback	N/A (1)	15 feet (4)	15 feet (4)	15 ft.
Maximum Building Height	45 ft.	40 feet/ 3 stories	40 feet/ 3 stories	35 feet/ 2 stories
Parking	Per Zoning Ordinance (3)	2 spaces per every 3 employees on the shift with the greatest number of employees	Per Zoning Ordinance (3)	4.5 spaces per 1,000 sf. of building

(1) Buildings adjacent to any residential use or district are subject to additional minimum building setbacks as defined in Subsection B.6 (c) of the Zoning Ordinance.
(2) Buildings with heights in excess of 30 ft. shall provide 1 foot of additional setback for each foot of building height over 30 ft.
(3) Parking requirements per Article 6 - Off street Parking of the Zoning Ordinance.
(4) Setback increases to 20 feet when directly adjacent to a residential zone.

2.2.5 Open Space Zone (OS Zone)

The open space and trails system consists of drainage ways and storm-water detention areas.

Trails may be provided in the open spaces to provide an opportunity for hiking, jogging, cycling, and nature enjoyment. Pedestrian connections may be provided between the neighborhoods and the open spaces.

2.2.6 Park Zone (P Zone)

Parks are intended to provide passive and active recreational areas within residential neighborhoods. A centrally located Park (Parcel 9.23) of approximately 12.9 acres complements the significant amount of open space identified in Montecito.

Development Standards for Community facilities permitted in the Park zone are shown in Table 5 - Non Residential Development Standards.

TABLE 6 - Park Zone Permitted Uses
Permitted Uses:
Facilities such as, but not limited to, pools and clubhouses. This classification can be counted toward usable open space.
Parks, playgrounds and recreational uses.

2.2.7 Elementary School Zone (ES Zone)

A future elementary school site is planned on Parcel 7.13, next to the Presidio Residents Club on Calistoga Drive.

2.3 PAD Design Guidelines

Residential and Commercial Design Guidelines

Because this PAD Amendment is representative of the extension and expansion of the Montecito community, it will be important to maintain the same high level of quality and visual character that has been created to date within the community.
All development within Montecito will conform to the City of Goodyear Design Guidelines Manual.



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ORDINANCE NO. 2022-1544

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 1,327 ACRES OF PROPERTY GENERALLY LOCATED NORTHWEST OF WILLIS ROAD BETWEEN ESTRELLA PARKWAY AND RAINBOW VALLEY ROAD; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY AND PENALTIES; PROVIDING FOR AN EFFECTIVE DATE AND REQUIRING THE RECORDATION OF THIS ORDINANCE.

WHEREAS, the property subject to this ordinance consists of approximately 1,327 acres generally located northwest of Willis Road between Estrella Parkway and Rainbow Valley Road as more particularly described in that certain document titled “Legal Description Montecito 2” and as shown on that certain document titled Supplementary Zoning Map No. 21-10A both documents having been declared public records by Resolution 2022-2251, and which are referred to and incorporated herein by this reference (the “Property”); and

WHEREAS, the Property was included within Ordinance No. 88-257, which rezoned approximately 5,493 acres in the area from the Narramore Road alignment on the north, the Litchfield Road alignment on the east, the Pecos Road alignment to the south and Rainbow Valley Road on the west, which included the Property, to the Planned Area Development District for the Estrella Phase II Final PAD; and

WHEREAS, a portion of the property included within the Estrella Phase II Final PAD and which includes a portion of the Property, was rezoned by Ordinance No. 03-864, which created an employment district with additional criteria in regards to the Rainbow Valley Water Reclamation Facility; and

WHEREAS, on October 12, 2004, the City Council adopted Ordinance No. 04-917, rezoning approximately 1,317 acres within the Estrella Phase II Final PAD to establish the Estrella Mountain Ranch Villages VII and IX PAD Amendment, which has been developed under the name of Montecito; and

WHEREAS, an approximate 512 acres included within the Estrella Mountain Ranch Villages VII and IX PAD Amendment was amended by Ordinance No. 08-1114 adopted by the City Council on May 12, 2008 which established a new development plan, modified some of the development standards, and reallocated dwelling units among undeveloped parcels pursuant to the Montecito Phase 3 PAD Amendment; and

WHEREAS, on May 19, 2014, the City Council adopted Ordinance No. 14-1295, which amended the density of parcels 7.1, 9.8, and 9.9; and

WHEREAS, on February 13, 2017, the City Council adopted Ordinance No. 17-1339, which amended the density for parcel 7.5; and

WHEREAS, on January 22, 2018, City Council adopted Ordinance No. 2018-1380 rezoning approximately 1327 acres in which Council adopted the Montecito PAD Amendment Regulatory Standards Booklet, dated January 3, 2018 (the “2018 Montecito PAD”), which replaced the Villages VII and IX PAD (Ordinance No. 04-917) as amended by the Montecito Phase 3 PAD (Ordinance No. 08-1114) as applied to all of the property rezoned by Ordinance No. 2018-1380; and

WHEREAS, the proposed rezoning amends the rezoning adopted by Ordinance 2018-1380 by: changing the residential zoning designation of parcels 9.18, 9.21 and 9.42 from the residential zoning designation of SFD-60 (Single Family Detached) to SFD/A (Single-Family Detached, Zero Lot, Alley Loaded, Townhome, Duplex/Triplex); changing the residential zoning designation of Parcel 9.7 from SFD-60 to SFD-50 one parcel from the residential zoning designation of SFD-60 (Single Family Detached) to SFD-50 (Single Family Detached; Zero Lot; Alley Loaded); and modifying stipulation 6 of Ordinance 2018-1320 regarding the timing for the completion of park improvements; and

WHEREAS, the Montecito PAD Amendment Regulatory Standards Booklet, dated January 3, 2018 (the "2018 Montecito PAD") has been revised to incorporate the proposed amendment to the residential zoning designation for parcels 9.18, 9.21, 9.42 and 9.7 as reflected in that certain document titled Montecito Planned Area Development Regulatory Standards Booklet dated May 2022, which document was declared a public record by Resolution No. 2022-2251 and which is referred to and made a part hereof as if fully set forth in this Ordinance; and

WHEREAS, on March 2, 2022, in accordance with the Goodyear Zoning Ordinance Citizen Review section, a neighborhood meeting was held for the purpose of discussing the proposed Montecito PAD Amendment; and

WHEREAS, in response to concerns raised during the neighborhood meeting, the property owner agreed to certain modifications to the development standards as applied to the three parcels that were being designated as SFD/A (Parcels 9.18, 9.21, and 9.42); specifically the property owner agreed that only single family detached homes would be constructed within these parcels, and the owner agreed that lots within these parcels would have minimum width of 47 feet, a minimum depth of 110 feet and buildings within these parcels would be no more than two stories and would be no more than 30 feet in height; and

WHEREAS, on August 17, 2022, in the manner prescribed by law, the city of Goodyear Planning and Zoning Commission held a public hearing on Case No. 21-200-00010 for the purpose of considering this Amendment; and

WHEREAS, due and proper notice of such public hearing before the city of Goodyear Planning and Zoning Commission and City Council was given in the time, form, substance and manner provided by law, including publication of such notice in the ARIZONA REPUBLIC SOUTHWEST EDITION on July 29, 2022; and

WHEREAS, the city of Goodyear Planning and Zoning Commission has recommended to the Mayor and City Council of the city of Goodyear, Arizona, approval of the Montecito PAD Amendment; and

WHEREAS, on August 29, 2022, in the manner provided by law, the city of Goodyear City Council held a public hearing on Case No. 21-210-00010 for the purpose of considering this Amendment; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona find the adoption of this Ordinance to be in the best interests of the public interest, health, comfort, convenience, safety, and general welfare of the citizens of the City of Goodyear;

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

SECTION 1. DESCRIPTION OF THE PROPERTY BEING REZONED

This Ordinance No. 2022-1544 applies to that parcel of land in Goodyear, Maricopa County, Arizona, generally located northwest of Willis Road between Estrella Parkway and Rainbow Valley Road as legally described in that certain document titled Legal Description – Montecito 2, which document was declared a public record by Resolution No. 2022-2251 and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property").

SECTION 2. ADOPTION OF FINDINGS

The clauses set forth above are hereby adopted and incorporated herein by this reference as if fully set forth herein.

SECTION 3. REZONING

The Property is conditionally rezoned from Planned Area Development (PAD) to Planned Area Development (PAD) Amended.

SECTION 4. STIPULATIONS

The rezoning of this Property is subject to the following stipulations and conditions:

1. Except as modified by the following stipulations and conditions of approval set forth herein, all development of the Property shall be in compliance with the Montecito Planned Area Development Regulatory Standards Booklet dated May 2022, which document was declared a public record by Resolution No. 2022-2251 and which is hereby adopted, referred to and made a part hereof as if fully set forth in this Ordinance (the "2022 Montecito PAD");
2. Parcels 9.18, 9.21, and 9.42 shall be limited to single family detached homes;
3. Lots within Parcels 9.18, 9.21, and 9.42 shall have minimum width of 47 feet, a minimum depth of 110 feet and buildings within these parcels shall be no more than two stories and shall be no more than 30 feet in height;
4. Except as expressly modified in the 2022 Montecito PAD, all development within the Property shall comply with the requirements of Articles 4, 5, 6, 7, 8, and 10 of the City of Goodyear Zoning Ordinance, adopted May 1999, as amended;
5. Parcels 9.13, 9.14, and 9.17 shall have a minimum lot depth of 100 feet;
6. The maximum number of dwelling units within the Property shall not exceed 3,634;
7. Except as otherwise modified herein, park and open spaces area, including the parks adjacent to the designated school sites, shall be

improved in conjunction with the construction of infrastructure of the parcels by the developer. The park that is to be developed within Parcel 9.23 shall be constructed in conjunction with vertical construction in connection with the recordation of the final plat subdividing all or part of the Property that includes the 351st lot created by all final plats recorded after the date this Ordinance is adopted, as approved by the Zoning Administrator. (For example, if a final plat is recorded for Parcel 9.40 creating 105 lots followed by the recordation of a final plat for parcel 9.17, creating 184 lots and then a final plat for Parcel 9.42 is recorded creating 150 lots, the recordation of the final plat for Parcel 9.42 will trigger the obligation to construct the park in Parcel 9.23 because it will include the 351st lot (105 + 184 + 150 = 439)) Park and open spaces areas, except for those areas (if any) that are conveyed to the City or school district, shall be privately owned and maintained by the Homeowners Associations;

8. Developer shall provide for the dedication of any necessary easements and rights-of-way, in form and substance acceptable to the City, prior to issuance of any construction permits on the rezoned land within each phase of development;

9. The under-grounding of all utilities within and abutting the proposed Montecito development per phase prior to issuance of construction permits, excluding power lines of 69 kv or larger;

10. Development shall be limited to those areas with 20% slope or less;

11. All lots adjacent to common open spaces that have view fences will be required to complete their rear yard landscaping within ninety (90) days of the issuance of a certificate of occupancy;

12. The developer shall construct or cause construction of trail systems within the Property in conjunction with subdivision improvements for parcels abutting the trail system;

13. The developer shall be responsible for full half-street improvements along Estrella Parkway, Willis Road, and Rainbow Valley Road at time of adjacent property development or as otherwise approved through a phasing plan by the City Engineer, or designee;

14. The developer or their successor in interest shall be responsible for a proportionate share of the cost to install all traffic signals required to facilitate the development of Montecito. The developer shall either construct the signals when warranted, or pay the proportionate share for the cost to design and install the required signals to the City within 60 days after approval of a traffic warrant by the City Traffic Engineer, or his designee. The developer or their successor in interest may receive development impact fee credits for the contributed costs for these traffic signals at the time of development if such credits are available and applicable to the property development;

15. The public sales report and final plats for Parcels 9.20, 9.21, 9.22, 9.24A, 9.24B shall include a statement that the lots within the subdivision are subject to attendant noise, odor, and all other effects that may be caused by the Rainbow Valley Wastewater Treatment Facility and adjacent

business park uses. The developer or successor shall provide for a waiver agreement, which shall run with the land, for each initial property buyer to sign, and shall include the following statement in the waiver agreement, “Montecito, parcels 9.20, 9.21, 9.22, 9.24A, and 9.24B may be subject to attendant noise, odor, and all other effects that may be caused by the Rainbow Valley Wastewater Treatment Facility and adjacent business park uses. The owner does release and discharge the City of Goodyear, the developer, and the homebuilder from any liability from any claims for future damages to persons or property or complaints of any kind that may arise at any time in the future from the operation of the Rainbow Valley Wastewater Treatment Facility and adjacent business park uses”;

16. The owner/developer shall erect signs on all Multifamily (MF), Commercial (C), and Business Park (BP) parcels informing the public of planned future development of these parcels. Such signs shall be a minimum of 32 square feet in size and shall be installed along the street frontages of the parcels within reasonable view of the general public; and,

17. A minimum of 15% of each parcel, as they develop, shall be designated as open space with at least 75% of the open space being useable open space for passive and active recreational opportunities;

18. Except as provided herein, no final plat subdividing all or part of the Property shall be approved and no construction permits shall be issued for any work on the Property until both of the following conditions have been satisfied: (1) The Rainbow Valley WRF, has been modified or expanded and permitted to treat average day wastewater flows in amounts equal to or greater than 0.75 million gallons per day (mgd) (the “Rainbow Valley WRF Expansion(s)”); and (2) capacity resulting from the Rainbow Valley WRF Expansion(s) is available, that is, the capacity resulting from the Rainbow Valley WRF Expansion(s) has not been committed to serve other developments with final plat or site plan approvals. Upon the written consent of the City Engineer or his designee, final plat(s) subdividing all or part of the Property and/or construction permits may be issued prior to the completion of the Rainbow Valley WRF Expansion(s) if a Rainbow Valley WRF Expansion is under construction and the City Engineer or his designee determines that the Rainbow Valley WRF Expansion will be completed prior to when wastewater services to the Property will be needed and that capacity resulting from the Rainbow Valley WRF Expansion(s) is available to serve the property; and

19. The Master Sewer and Water Reports submitted in association with this application for rezoning are not approved. The master reports shall be reviewed and approved during the preliminary plat and/or site plan processes.

SECTION 5. AMENDMENT OF ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 3 of this Ordinance by the adoption of that certain

document titled, “Official Supplementary Zoning Map No. 22-10A, declared a public record by Resolution 2022-2251 and which is hereby adopted, referred to and made a part hereof as if fully set forth in this ordinance; and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the city of Goodyear.

SECTION 6. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder’s Office.

SECTION 7. ABRIDGMENT OF OTHER LAWS

Except where expressly provided, nothing contained herein shall be construed to be an abridgement of any other ordinance, regulation, or requirement of the city of Goodyear.

SECTION 8. CORRECTIONS

The Zoning Administrator, City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 9. SEVERABILITY

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of the ordinance or parts thereof.

SECTION 10. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law. The provisions of the city of Goodyear Zoning Ordinance being amended by this Ordinance shall remain in full force and effect until the effective date of this Ordinance.

SECTION 11. PENALTIES

Any person who violates any provision of this Ordinance shall be subject to penalties set forth in Section 1-2-3 of the city of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:

Section 1-2-3 Violations and Penalties

A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, building, structure, sign, landscaped area, parking lot or fence, or to permit the use of any lot or land contrary to, or in violation of any provisions of this Ordinance, or of any conditions, stipulations or requirements included as a condition of any applicable

approval. Any land use that is specifically prohibited by this Ordinance or is unspecified and not classified by the Zoning Administrator is prohibited in any district.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (Person). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

D. Penalty. Any Person who violates any of the provisions of this Ordinance and any amendments there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000) per offense; or

2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the city of Goodyear Municipal Court for violations hereunder.

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

_____
Joe Pizzillo, Mayor

Date: _____

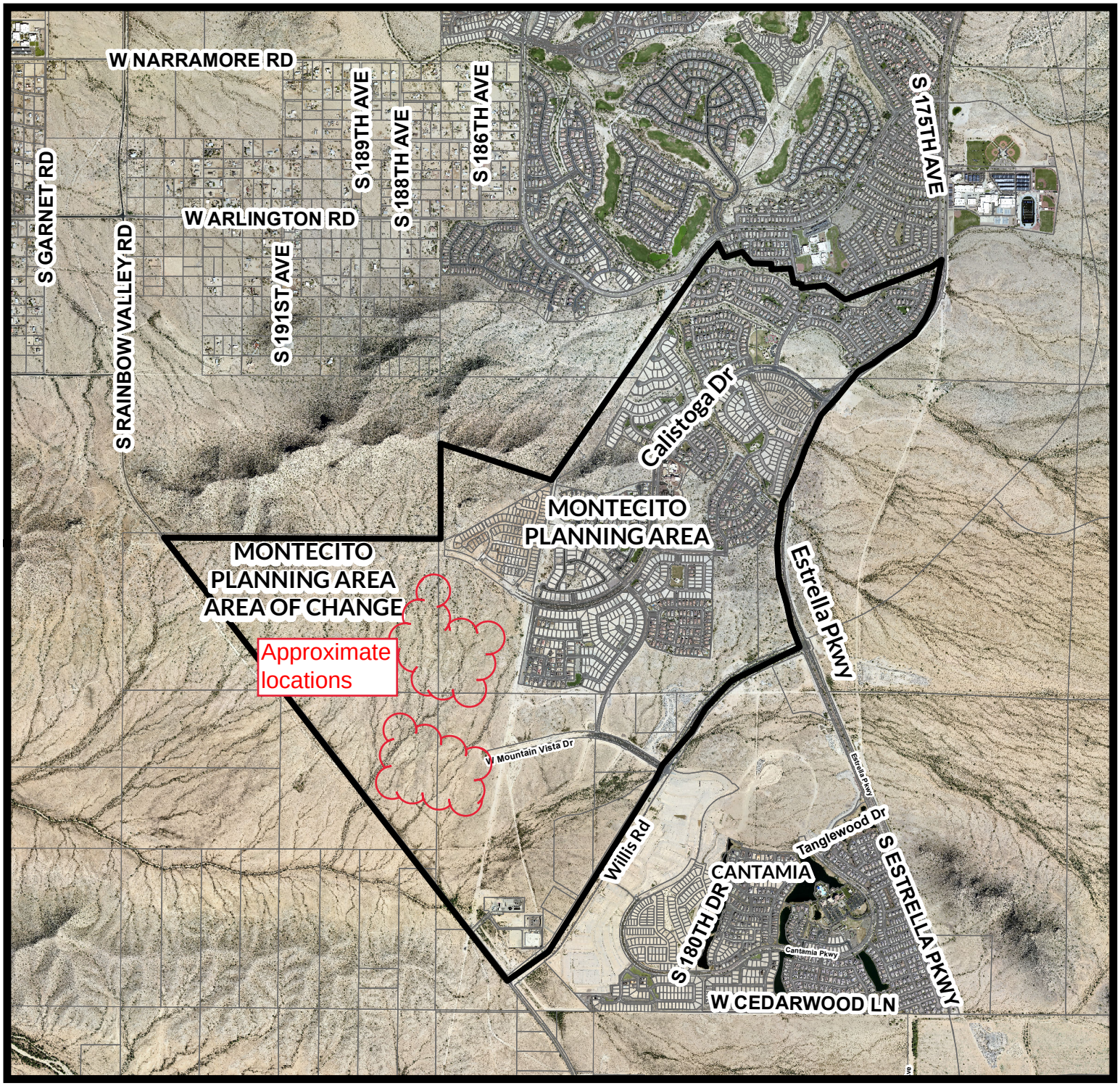
ATTEST:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

Aerial Photo Exhibit
Montecito PAD Amendment
Case No. 21-200-00010



Drawn By: Alex Lestinsky
City of Goodyear Development Services Department
Date: May 20, 2022

N

CITY OF Goodyear

To: Alex Lestinsky
City of Goodyear

Narrative: Montecito PAD Amendment parcels 9.7, 9.18, 9.21, 9.23 and 9.42

This request is for an amendment to the Montecito PAD ("Amendment") to modify lot standards on four undeveloped residential parcels known as Parcels 9.7, 9.18, 9.21 and 9.42 ("Amendment Parcels"). The Amendment would maintain Montecito's overall unit cap while reallocating smaller lot sizes and higher density from parcels within Montecito that have already been developed with larger lots and at lower densities than permitted by the PAD. Over the past several years, four other parcels zoned SFD-50 within Montecito allowing for 50' wide lots and a total of 460 units were developed with 65' lots and only 156 units. While it is allowable to develop at lower densities and with larger lots than entitlements permit, this development pattern created an imbalance where Montecito lacks some of the suburban scale lots that are popular in the current homebuying market. This Amendment will increase lot diversity by reallocating the potential for smaller lots from the parcels already developed to the Amendment Parcels while maintaining Montecito's overall unit cap and density.

This PAD Amendment request changes the lot widths for the following parcels:

- Parcel 9.7 – change lot width to 50' wide. Current zoning is Single Family Detached – 60'.
- Parcel 9.18 – change lot width to 47' wide. Current zoning is Single Family Detached – 60'.
- Parcel 9.21 – change lot width to 47' wide. Current zoning is Single Family Detached – 60'.
- Parcel 9.42 – change lot width to 47' wide. Current zoning is Single Family Detached – 60'.

Table 1 – Comparison of Current and Proposed Acreage, Units, and Density

	Current				Proposed			
Parcel	Land Use	Gross Area (AC)	Total Units	DU / AC	Land Use	Gross Area (AC)	Total Units	DU / AC
9.7	SFD-60	22	76	3.45	SFD-50	25.4	94	3.7
9.18	SFD-60	13.8	60	4.3	SFD-A	11.92	50	4.19
9.21	SFD-60	16.5	66	4.0	SFD-A	20.29	88	4.34
9.42	SFD-60	36.8	150	4.1	SFD-A	27.23	121	4.44

The Amendment would also modify a stipulation of Ordinance No. 2018-1380 to better align the timing for construction of a park on Parcel 9.23 ("Park Parcel") with the timing of surrounding residential development. Many of the parcels around the Park Parcel are currently undeveloped, and premature construction of the park could result in an unnecessary burden on the homeowners' association for a remote amenity that would provide minimal benefit in the near future.

Consistency with the General Plan.

The Amendment Parcels are within the General Plan's Neighborhoods land use designation. Neighborhoods allows a density up to five du/ac anywhere. The proposed density for each of the Amendment Parcels is less than five du/ac, which is permitted anywhere within the Neighborhoods land use. The proposed change in minimum lot widths does not conflict with the General Plan.

Suitability of the subject property's physical and natural features for proposed uses.

The Amendment Parcels are gently sloping and a good fit for these lot widths. There are no natural features that need to be considered or saved. The bulk of the property is scrub brush with few trees and cacti. All natural vegetation worth salvaging in these parcels will be salvaged.

Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.

The 50' and 47' lot widths are in demand by the builders for their home buyers. There are a limited number of planned smaller width lots within Montecito Phase 3. The bulk of the lots are larger (60's and greater, including those noted below, 9.22/24 & 9.31) therefore these lot widths will in effect, add diversity to the local area. In addition, four of the parcels developed in Phase 3, Parcels 9.22 & 9.24 A&B & 9.31, which are zoned SFD – 50, were developed as 65' lots, reducing the number of smaller lots available to this community. Rezoning these four parcels to a smaller lot size will compensate for the smaller lots lost while adding some diversity and interest back to the community.

Demand for the types of uses permitted in the proposed district in relationship to amount of land currently zoned and available to accommodate the demand.

There is current demand for several types of home and lot sizes of which many are accommodated within the Montecito PAD. This request is to rezone four parcels to increase the number of smaller lot widths to offset the lots that were developed in excess of their minimum permitted lot width in Parcels 9.22, 9.24 A/B and 9.31.

Demand for public services that will be generated by the uses permitted in the proposed zoning district.

Estrella is a master planned community and therefore the public services are planned and approved for use in this community including sewer, water, emergency services and roads.

Between the balance of the smaller lots platted as larger lots (noted above) and these lots being reduced from a 60' width to 50' and 47' widths, there will be a negligible difference, if any, on the public services for this area.

Potential adverse financial impacts that will result from providing services to areas not in proximity to where existing public services are provided.

This area has existing, adjacent public services available. The new improvements to accommodate these parcels will be paid for and installed by the developer to City standards and should not have any adverse financial effects.

General Public concerns.

None known at this time.

Whether the development promotes orderly growth and development.

Development in this area is moving from the current terminus of W. Mountain Vista Drive and planned to go west and north. The Amendment Parcels, along with the others currently in design and engineering and in close proximity (9.18, 9.21, 9.39. 9.40, 9.41 & 9.42), will be constructed along the planned infrastructure road in the path of growth and in an orderly fashion.

Factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.

There are no known factors or concerns related to health, welfare and safety for the citizens and general public for this amendment.

The requested parcel zoning for these parcels.

The requested zoning is SFD-50 for the 50' width lot on Parcel 9.7 and SFD/A to allow for a 47' width lot on Parcels 9.18, 9.21, and 9.42. The lots on Parcel 9.7 will meet or exceed the PAD's SFD-50 development standards. The 47' width lots planned for Parcels 9.18, 9.21, and 9.42 will meet or exceed the SFD-A development standards as set forth in Table 2 below.

Table 2 – Proposed SFD/A Standards for Parcels 9.18, 9.21, and 9.42

	Current (SFD-A) Standards	Proposed (SFD/A) Standards for Parcels 9.18, 9.21, and 9.42
Permitted Uses	Single Family Detached, Zero Lot, Alley Loaded, Townhomes, Duplex & Triplex	**Single Family Detached**
Min Lot Width	30 feet	**47 feet**
Min Lot Depth	80 feet	**110 feet**
Max Height	40 feet (three stories)	**30 feet (two stories)**
Max Lot Coverage	75%	75%
Min Front Yard Setback	18 feet; 8 feet to porch, 10 feet to liveable or side entry garage, 5 feet to alley loaded garage	18 feet; 8 feet to porch, 10 feet to liveable or side entry garage
Min Side Yard Setback	5 feet, 0 feet allowed with the zero lot line design	5 feet
Min Rear Yard Setback	10 feet, 10 feet to rear yard covered patio	10 feet, 10 feet to rear yard covered patio
Parking	Two enclosed spaces per DU, side by side or tandem	Two enclosed spaces per DU, side by side or tandem

The Amendment does not change the max density, number of units, etc., and remains consistent with the original approval.

The maximum units per the PAD is 4,058. This requested change does not affect this maximum unit count. There has been a density shift in which fewer units were platted specifically for Parcels 9.22, 9.24 A/B and 9.31. These parcels per the PAD totaled 460 units, but were platted for a total of 156 units leaving a surplus of 304 units. This zoning change increases the lot count by one unit.

The proposed modifications for the Amendment Parcels do not impact the Montecito PAD Stipulations

Except for the proposed modification to Stipulation 6 below, none of the stipulations are affected by these changes. The homes that will fit the SFD-50 and SFD/A zoning criteria will be single family and able to comply with the associated setbacks, maximum lot coverage and permitted uses.

Modification to Stipulation 6 of Ordinance No. 2018-1380 Regarding the Park Parcel (9.23)

The most recent PAD amendment approval for Montecito includes Stipulation 6 requiring parks to generally be constructed in conjunction with construction of infrastructure “of the parcels.” See below:

Stipulation 6 (Ordinance No. 2018-1380)
"Park and open spaces area, including the parks adjacent to the designated school sites, shall be improved in conjunction with the construction of infrastructure of the parcels by the developer. Park and open spaces areas, except for those areas (if any) that are conveyed to the City or school district, shall be privately owned and maintained by the Homeowners Association."

While single-family homes have been developed to the east and northeast of the Park Parcel, this parcel is primarily surrounded by undeveloped land. Parcels 9.39/9.40, 9.21, 9.18, 9.42, 9.41, and 9.7 are located to the south and west and are currently in process for platting a total of 485 lots. Based on the projected timing for plat approval, horizontal construction, and home construction and sales, it is anticipated that more than half of the lots on these parcels would be occupied by the conclusion of 2025. The Applicant requests a modification to Stipulation 6 to require the Park Parcel to be developed and conveyed to the homeowners' association no later than January 1, 2026. With this timing clarification, development of the Park Parcel will occur when it is primarily surrounded by homes to provide eyes on the park and provide a critical mass of park users. Premature development of the park would result in a 12-acre amenity surrounded primarily with undeveloped land and increase the risk of vandalism or illicit activities. Also, the homeowners' association would bear an unnecessary financial burden for upkeep of the park, while it would provide minimal benefit to the community due to its remote location. Members of the homeowners' association Board of Directors have previously submitted a letter to the City voicing these concerns, noting that maintenance costs are estimated to exceed $10,000 per month, and requesting that park development be delayed until 300 to 500 homes have been constructed in the area. See Attachment 1. At this time the Applicant is better able to project the rate of home construction in the vicinity of the Park Parcel, and the modification to Stipulation 6 providing for a January 1, 2026, park completion date would better align with the timing of surrounding development.

The proposed modification to Stipulation 6 (Ordinance No. 2018-1380) is provided below:

Proposed Modification to Stipulation 6 (Ordinance No. 2018-1380)
"Park and open spaces area, including the parks adjacent to the designated school sites, shall be improved in conjunction with the construction of infrastructure of the parcels by the developer. Park and open spaces areas, except for those areas (if any) that are conveyed to the City or school district, shall be privately owned and maintained by the Homeowners Association. **The park designated for Parcel 9.23 shall be open and conveyed to the Homeowners Association no later than January 1, 2026.**"

Attachment A

life in ESTRELLA
Discover. Connect. Belong.

City of Goodyear:
Planning & Zoning Department
14455 W. Van Buren St, Suite D
Goodyear, AZ 85338
Attn: Christopher Baker

Dear Mr. Baker,

In January of 2018 the attached ordinance was adopted by the City of Goodyear which included stipulation 6 (see attached, page 3), which states, in part, the following:

"Park and open spaces area, including the park adjacent to the designated school sites, shall be improved in conjunction with the construction of infrastructure of the parcels by the developer. ...."

As members of the Boards of Directors for Estrella Joint Committee and the Villages Community Association, we would like to request consideration for a delay of the parcel 9.23 (see attached) approximately twelve acre park until a further time frame in the future.

There are several reasons we are asking for this delay:

- The location is remote from existing residences and would not be used by our current population.
- Maintenance costs for this park area are estimated to exceed $10,000/ month (current dollars).
- The board and finance committee have discussed the financial implementations of the stipulation and prefer several hundred homes be occupied and paying dues to the south and west of the park prior to its construction to help support the maintenance costs without unduly burdening those homes that will rarely, if ever, use the park.
- Security for this remote area will diminish the effectiveness of our existing Patrol staff and, during that time frame which there are few homes in the area, allow for increased vandalism to the park and structures.

We would suggest that the construction of the new park be linked to the occupancy of three to five hundred new homes in this specific area. The new amenity will serve these residents and provide a wonderful addition to the community.

With All Due Respect,

Garry Hon

Barbara Ertl

life in ESTRELLA
Discover. Connect. Belong.

March 31, 2022

City of Goodyear:
Planning & Zoning Department
14455 W. Van Buren Street, Ste. D101
Goodyear, AZ 85338

To whom it may concern:

In January 2018, the attached ordinance was adopted by the City of Goodyear that included stipulation 6 (see attached) which states, in part, the following:

"Park and open spaces area, including the park adjacent to the designated school sites, shall be improved in conjunction with the construction of infrastructure of the parcels by the developer..."

As members of the Boards of Directors for the Estrella Joint Committee and the Villages Community Association, we would like to request consideration for a delay of the development of the proposed 12-acre park in parcel 9.23 (see attached) until a further time frame in future.

There are several reasons we are asking for this delay:

- The location is remote from existing residences and would rarely be used by our current population.
- Maintenance costs for this park area are estimated to exceed $15,000 per month.
- The Board and Budget Finance Committee have discussed the financial implications of stipulation 6 and prefer to have several hundred additional park-adjacent homes to be occupied and paying association dues to help support the maintenance costs.
- As this parcel is in a remote location, the park and its structures would be at a high risk for graffiti and other types of vandalism, including – but not limited to – damage and defacement of park equipment, benches and lighting, as well as the dumping of trash and other debris. This will result in additional costs for manned park patrols and repair and replacements of damaged equipment and structures.

We would recommend that the development of the park coincide with the development and occupancy of three to five hundred new homes in the area-surrounding parcel 9.23. Once developed, this park will serve as a wonderful new addition to the Estrella Community.

With All Due Respect,

Bob Nobis 4/1/22
Bob Nobis, VCA President

Brad Kettelkamp, EJC President

Jim Ludlow
Jim Ludlow, VCA Secretary/Treasurer

Barb Ertl
Barb Ertl, EJC Vice President

2. Parcels 9.13, 9.14, and 9.17 shall have a minimum lot depth of 100 feet;
3. Developer shall provide for the dedication of any necessary easements and rights-of-way, in form and substance acceptable to the City, prior to issuance of any construction permits on the rezoned land within each phase of development;
4. Unless expressly modified in the Montecito Planned Area Development Regulatory Standards Booklet dated January 3, 2018, all development within the Property shall comply with the requirements of Articles 4, 5, 6, 7, 8, and 10 of the City of Goodyear Zoning Ordinance, adopted May 1999, as amended;
5. The maximum amount of dwelling units within the Property shall not exceed 3,634;
6. Park and open spaces area, including the parks adjacent to the designated school sites, shall be improved in conjunction with the construction of infrastructure of the parcels by the developer. Park and open spaces areas, except for those areas (if any) that are conveyed to the City or school district, shall be privately owned and maintained by the Homeowners Associations;
7. The under-grounding of all utilities within and abutting the proposed Montecito development per phase prior to issuance of construction permits, excluding power lines of 69 kv or larger;
8. The developer shall provide an acknowledgement statement in the Public Sales Report and on each final plat of the Montecito development indicating that Montecito is located near the Phoenix/Goodyear Airport and Luke Air Force Base and may be subject to noise caused by aircraft overflights;
9. Failure of the developer to commence development, which shall be defined as any vertical construction in Montecito, within two (2) years of City Council approval of the Final P.A.D. may be cause for the City Council to rescind the rezoning to its former zoning designation;
10. Development shall be limited to those areas with 20% slope or less;
11. All lots adjacent to common open spaces that have view fences will be required to complete their rear yard landscaping within ninety (90) days of the issuance of a certificate of occupancy;
12. The developer shall construct or cause construction of trail systems in conjunction with subdivision improvements for parcels abutting the trail system;
13. The developer shall be responsible for full half-street improvements along Estrella Parkway, Willis Road, and Rainbow Valley Road at time of adjacent property development or as otherwise approved through a phasing plan by the City Engineer, or designee;
14. The developer shall provide a waiver agreement for each initial homebuyer to sign, and shall include the following statement in the waiver agreement as

March 2, 2022, Neighborhood Meeting Summary for Montecito PAD Amendment

Case No. 21-200-00010

The neighborhood meeting for the Montecito PAD Amendment ("Project") was held at 6:00 p.m. on March 2, 2022, at the Starpointe Residents Club, 17665 W Elliot Rd, Goodyear, AZ 85338. The development team arrived at 5:00 p.m. and the first attendees arrived at 5:30 p.m. A list of approximately 30 attendees is attached in Appendix A.

Members of the development team present included:

Andrew Yancey – Bergin, Frakes, Smalley & Oberholtzer ("BFSO")

Lauren Trobaugh – BFSO

Caleb Weeks – BFSO

Pete Teiche – Brookfield Properties

Christian Passalacqua – Harvard Investments

Amy Weidman – Silver Fern Companies

City staff present:

Alex Lestinsky – Senior Planner, City of Goodyear

The meeting began at 5:30 when the first attendees arrived. Mr. Yancey began walking the attendees through the plans for the Montecito PAD amendment. Presentation boards were provided describing existing Montecito zoning and development, proposed redistribution of lot sizes between parcels within Montecito, a comparison of existing and proposed development standards, and the proposed alignment of park timing with plans for surrounding development.

The presentation highlighted and explained the key components of the application. Mr. Yancey explained that the application's proposed reduction of lot widths within parcels 9.7, 9.18, 9.21, and 9.42 ("Amendment Parcels") would balance out underdevelopment in other parts of Montecito. In particular, Parcels 9.22,9.24A, 9.24B, and 9.31 were entitled for a total of 460 lots with 50' width, but they were developed with only 156 total lots with widths of 65'. Mr. Yancey explained that the proposed change was a density shift in the overall community that allowed for a reconfiguration of lot sizes while maintaining Montecito's overall density cap and, in fact, only added one more lot than currently permitted on the Amendment Parcels. Mr. Yancey continued the presentation with a discussion of the proposed development standards in comparison to the current standards allowed within Montecito. The presentation also included a discussion on the timing of the construction of a 12-acre park on Parcel 9.23. Attendees were informed of the application's proposal for the park to be completed and dedicated to the HOA no later than January 1, 2026, in order to align with the projected timing of adjacent residential development. The proposal would assist in preventing unnecessary maintenance costs, provide sufficient population to make use of the park, and avoid security concerns by adding surrounding development and "eyes on the park." Throughout the course of the meeting, Mr. Yancey and members of the development team walked the attendees through the application, listened

to their comments, and answered their questions about the Project. A summary of the citizens' questions and the development team's responses is below.

Citizen Questions:

Citizens asked questions about the decision to develop larger lots and fewer units than entitled on Parcels 9.31, 9.22, and 9.24A/B.

> **Mr. Yancey explained that the zoning sets minimum requirements, and a builder is allowed to exceed those minimums; therefore, no additional entitlements were needed for development of Parcels 9.31, 9.22, and 9.24A/B with larger lots. The development team also noted that the undeveloped portions of Estrella had changed ownership since those parcels were developed.**

Citizens asked what type of home product will be permitted in the Amendment Parcels.

> **Mr. Yancey explained that they would be single family detached homes, and specific product lines would be selected by builders.**

Citizens expressed concerns about the 47' and 50' lot width being too small. Some expressed concerns that the homes would be too close to each other and that there would be small side yards that would not allow for building outdoor sheds. There were concerns about reducing home values.

> **Mr. Yancey explained that Montecito is a master planned community with a variety of lot sizes to create housing diversity and appeal to various market segments. He noted that smaller lots are attractive to many home buyers and that builders find that even 40' wide lots are very popular in the Valley. He described the market forces that were pushing both builders and buyers to decrease linear front footage distance to limit unnecessary costs. He further explained that the proposed 5' side yard setbacks are the same as currently allowed for the Amendment Parcels.**

Citizens expressed concerns that 47' and 50' lot widths on the Amendment Parcels would look like the court home development near Bougainvillea Park and create issues with street parking.

> **The development team explained that the court homes would not be allowed in the Amendment Parcels.**

Citizens expressed concerns about multi-family housing being allowed in Montecito.

> **The development team explained that multi-family is permitted on certain parcels within Montecito under the existing zoning and that the current application would not add any multi-family and would not impact the existing multi-family parcels.**

There were questions raised about circulation and emergency exits from Montecito and from the Estrella Community as a whole. There were specific questions about utilizing Rainbow Valley Road as a secondary access road to the community.

> **The development team explained that the proposed amendment would not impact the overall circulation pattern, because it only modifies lot sizes on the Amendment Parcels while maintaining Montecito's overall unit cap and circulation pattern, and it also clarifies timing for development of a park. The development team also noted that development of the**

Amendment Parcels along with other planned development in Montecito would complete the W. Calistoga/W. Mountain Road loop connecting Estrella Parkway to Willis Road via a circular pattern internal to Montecito. The development team further noted that the Amendment Parcels would not be adjacent to Rainbow Valley Road.

There were questions regarding the school sites in Montecito and whether there would be a high school built in the community.

The development team explained that there is a parcel zoned for a school south of the Presidio, but that some consideration was being given to an alternative location within Montecito. That site would be used for an elementary school; no high schools are planned in Montecito.

Some attendees had questions on the timing of subsequent Planning and Zoning Commission and Council hearings and what type of notice would be provided.

Mr. Yancey explained the process and timeline to the attendees, stating that the date of Planning and Zoning Commission meeting was not yet set, but he expected it to be at least a month away. He explained that notice of those meetings would be communicated in the same manner as the neighborhood meeting notification.

Citizens asked for clarification on when the park will be developed under the current zoning.

Mr. Yancey explained that the language in the current zoning approval was unclear regarding the timing of park construction and referred to it being in conjunction with infrastructure development. He explained that the language proposed in the amendment was meant to provide clarity and ensure that the construction of the park would be coordinated with the development and occupancy of the neighboring parcels on all sides with a proposed completion date of January 1, 2026.

There were questions raised by attendees about water supply – for residents and for landscaping and parks. Some residents raised concerns about the future water supply for Montecito.

The development team explained that the proposed amendment remained within the overall unit cap for Montecito and would not increase the number of units using water in this community over what was initially planned. It was also explained that the City tracks water usage for new development in Estrella to ensure it does not exceed available supply. The development team further noted that landscaping irrigation would be done with reclaimed water.

Citizens expressed concerns about dust, aesthetics, and safety for the undeveloped park space on Parcel 9.23 and suggested dust suppression and removal of the rock stockpile on the park site.

The development team noted these concerns from the attendees.

Several citizens asked about market data supporting home buyers desiring smaller lots.

Mr. Yancey explained that many builders throughout the Valley are seeing this trend. He explained that the smaller lots provide advantages for certain home buyers, including decreased home price and limited yard maintenance. The development team explained that

while some home buyers and existing homeowners may desire larger lot width, other buyers have different preferences, and that as a master planned community Montecito is intended to appeal to multiple home buyer preferences with a diverse selection of lot types.

One citizen had concerns with placing smaller lots next to larger lots.

The development team explained that the community had been master planned for many years and that because certain parcels had recently developed with larger lots than their entitlements required, the proposed amendment would maintain a balance of lot types within Montecito. The development team also clarified that the "development parcels" referenced in the zoning are not the same as individual parcels owned by homeowners and that the development parcels would contain approximately 75-150 individual parcels.

A citizen asked if a builder could build larger lots than the minimums permitted under the new zoning.

Mr. Yancey explained that the zoning sets minimum requirements for lot widths and would not preclude a builder from specifying larger lots during the platting process.

Citizens asked about programming for the park at Parcel 9.23. One citizen suggested a dog park. One citizen noted that there were previous plans for an aquatic center in Montecito that had since been abandoned.

Mr. Yancey explained that specific programming had not been determined and that amenity preferences would be considered at a later time and would take into account the existing amenities within the community.

Citizens expressed concerns about losing open space.

Mr. Yancey explained that the existing zoning sets minimum open space requirements and that the proposed amendment would not modify that standard.

Some citizens expressed concerns over the projected cost of HOA maintenance fees of the park.

The development team explained that there were projected costs of $10,000/month based on an estimate provided by the HOA in 2018. They explained that these costs may have changed since then and may change in the future depending on the realized programming within the park. It was further explained that while the PAD amendment does not address maintenance costs of the park, but that setting a park completion date of 1/1/2026 would better align it with projected development so that the park would be able to serve a critical mass of residents in the close proximity by the time the HOA took on those costs.

Some citizens had questions regarding how existing trails would be treated with the new development in Montecito.

The development team explained that the amendment would not impact trails. They explained that some trails had occurred on parcels that have been planned for development, but the developer desires to maintain trail connectivity throughout Estrella where possible.

Citizens expressed concerns that parking would be an issue with smaller lots and referenced other areas within Montecito where on street parking is difficult due to smaller lot size. Citizens complained that people in these communities leave their trash cans out and it makes parking on the street hard.

> **The development team explained that the CCRs will not change, and any new development within Montecito would be subject to the same HOA rules that governs the current residents.**

Several citizens asked how their input would be considered and whether they would impact the development plan.

> **Mr. Yancey explained that the development team would consider the concerns raised at the meeting, and that members of the development team were taking notes and would be preparing a report documenting concerns and comments raised at the meeting. He noted that the report would be provided to City staff and would become part of the public record presented at a future Planning and Zoning Commission meeting and City Council meeting.**

Citizens expressed concerns over builders going bankrupt during construction along with the quality of construction of the homes and community walls.

> **The development team explained that the PAD amendment would not impact any portions of Montecito that had already been developed. They further explained all development proposals are reviewed by City staff and must meet zoning standards and Building Code standards.**

The meeting ended at 7:15 p.m. as the last citizens left the venue.



Montecito

PAD Amendment

Subject Property

ESTRELLA - MONTECITO

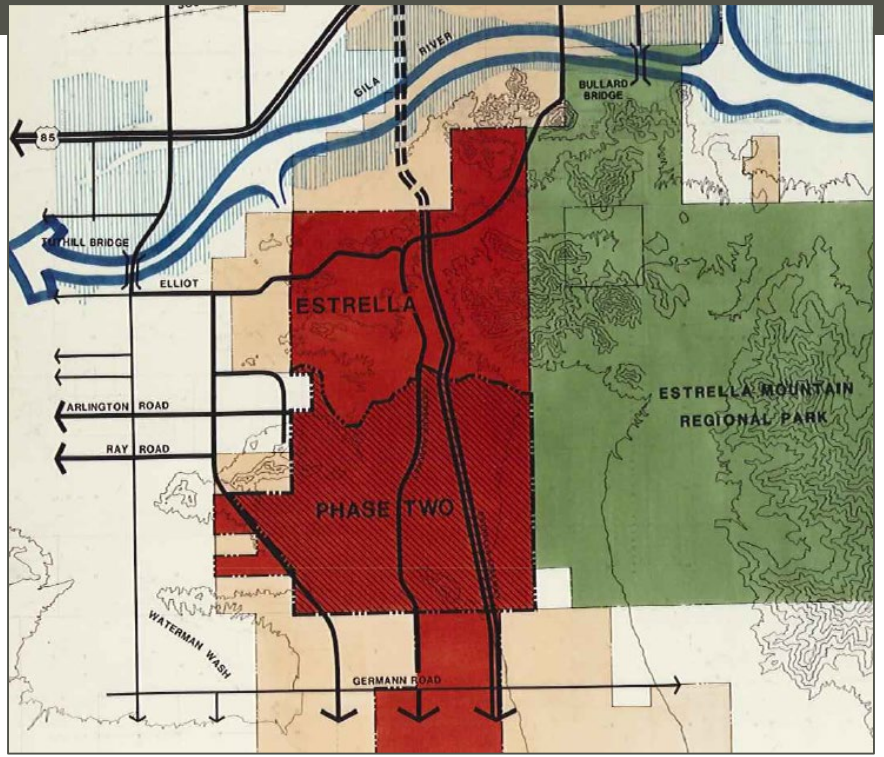
- Montecito Planned Area Development: Approx. 1,400+ acres



Estrella Phase II (1988)

ORDINANCE 88-257

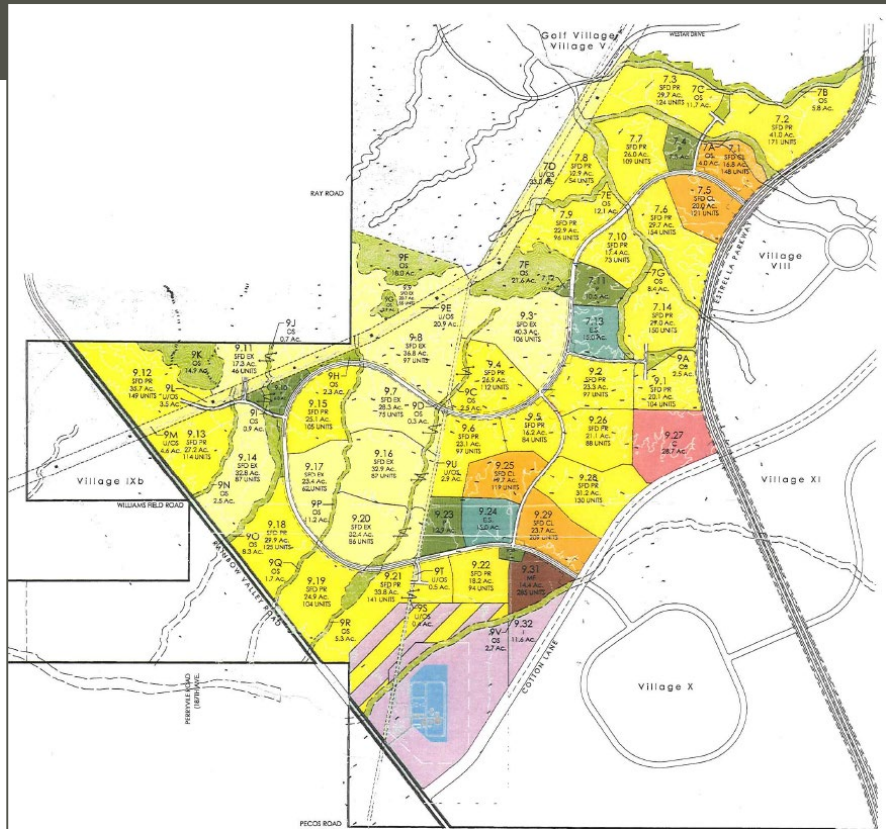
- Approx. 5,493 acres
- Mix of uses



Villages VII & IX (2004)

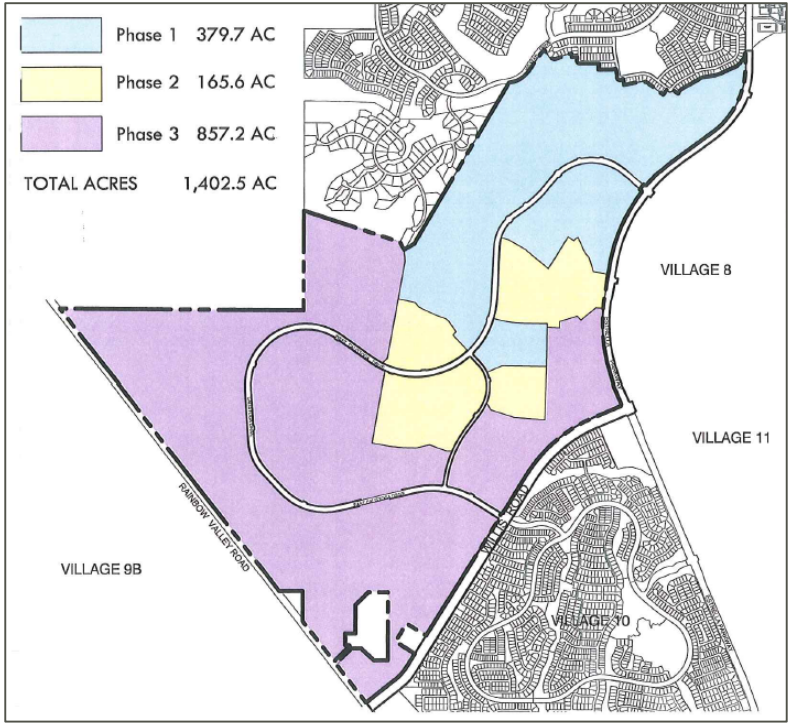
ORDINANCE 04-917

- Created 4 types of residential
  - SFD EX: 0-3 du/ac
  - SFD PR: 3-6 du/ac
  - SFD CL: 6-10 du/ac
  - MF: 10+ du/ac
- Commercial corner on Willis Road and Estrella Parkway



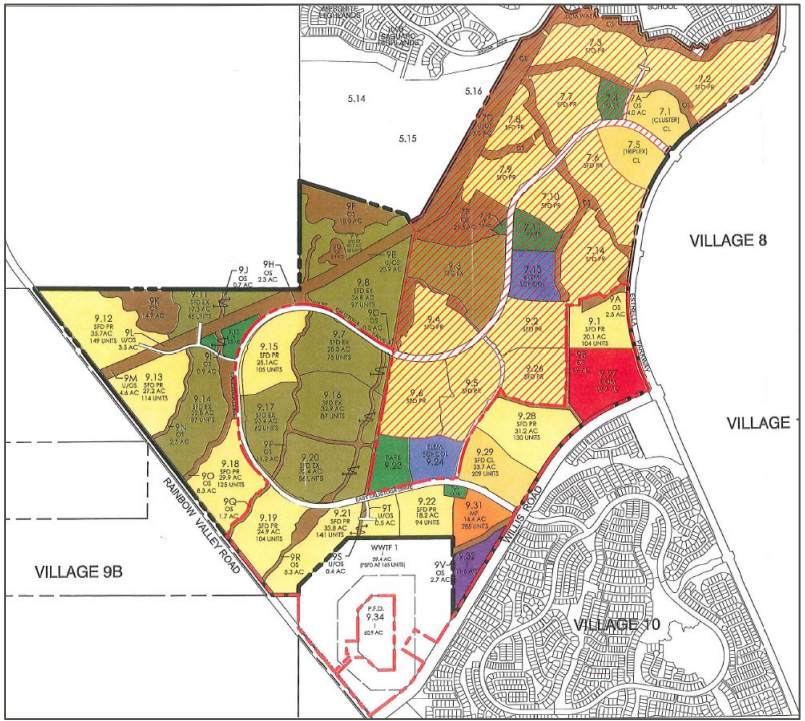
Montecito Ph. 3 (2008)

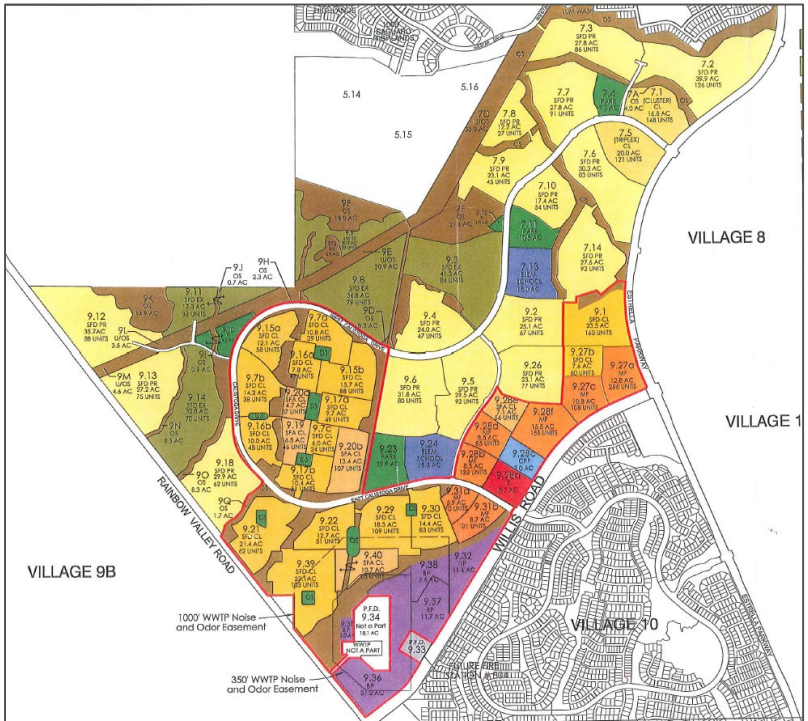
ORDINANCE 08-1114



Montecito Ph. 3 (2008)

ORDINANCE 08-1114

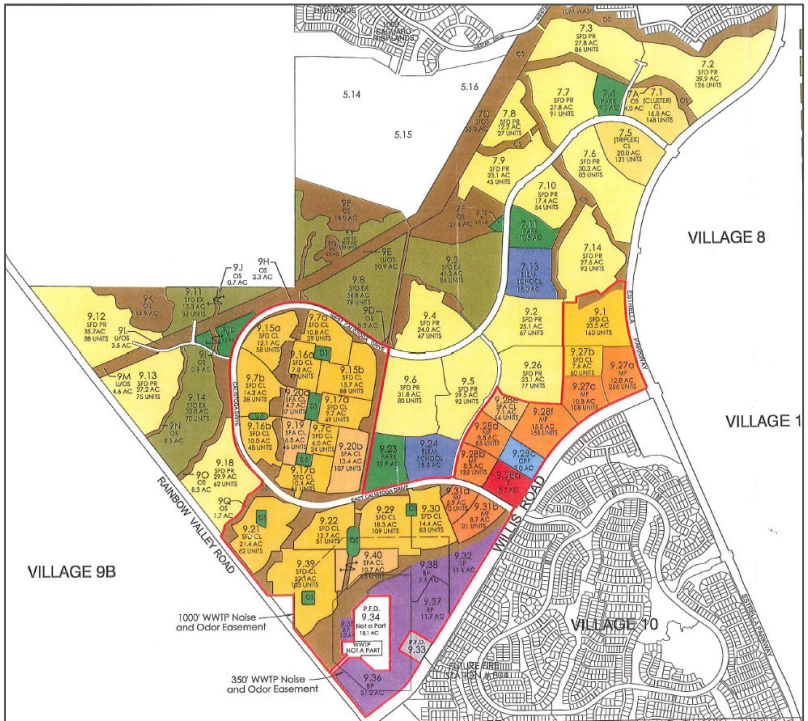




Montecito Ph. 3 (2008)

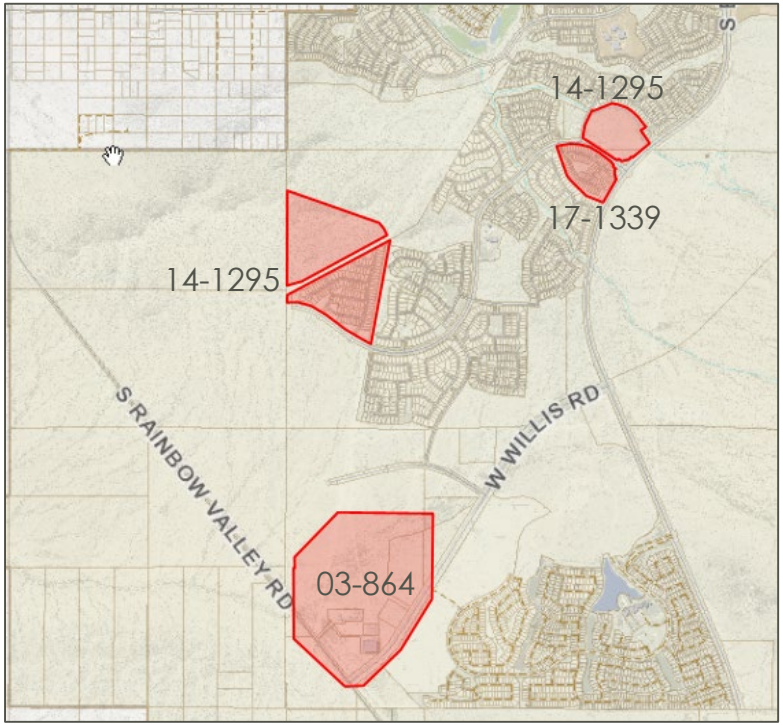
ORDINANCE 08-1114

- 5 types of residential
  - SFD EX: 0-3 du/ac
  - SFD PR: 3-6 du/ac
  - SFD CL: 6-10 du/ac
  - SFA CL: 6-10 du/ac
  - MF: 10-20 du/ac



Additional Amendments

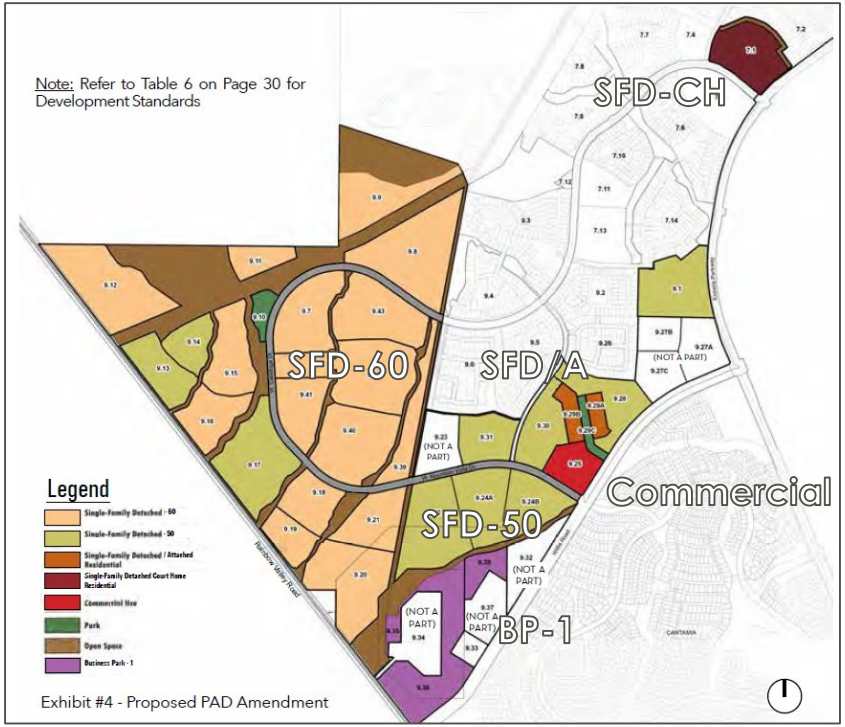
- 03-864: Employment District
- 14-1295: Density Transfer & setback update
- 17-1339: Density update



2018 Request

AREAS OF CHANGE

- **SFD-60** – 16 parcels (265.6 acres)
- **SFD-50** – 10 parcels (141.3 acres)
- **SFD/A** –2 parcels (9.1 acres)
- **SFD-CH** – 1 parcel (16.8 acres)

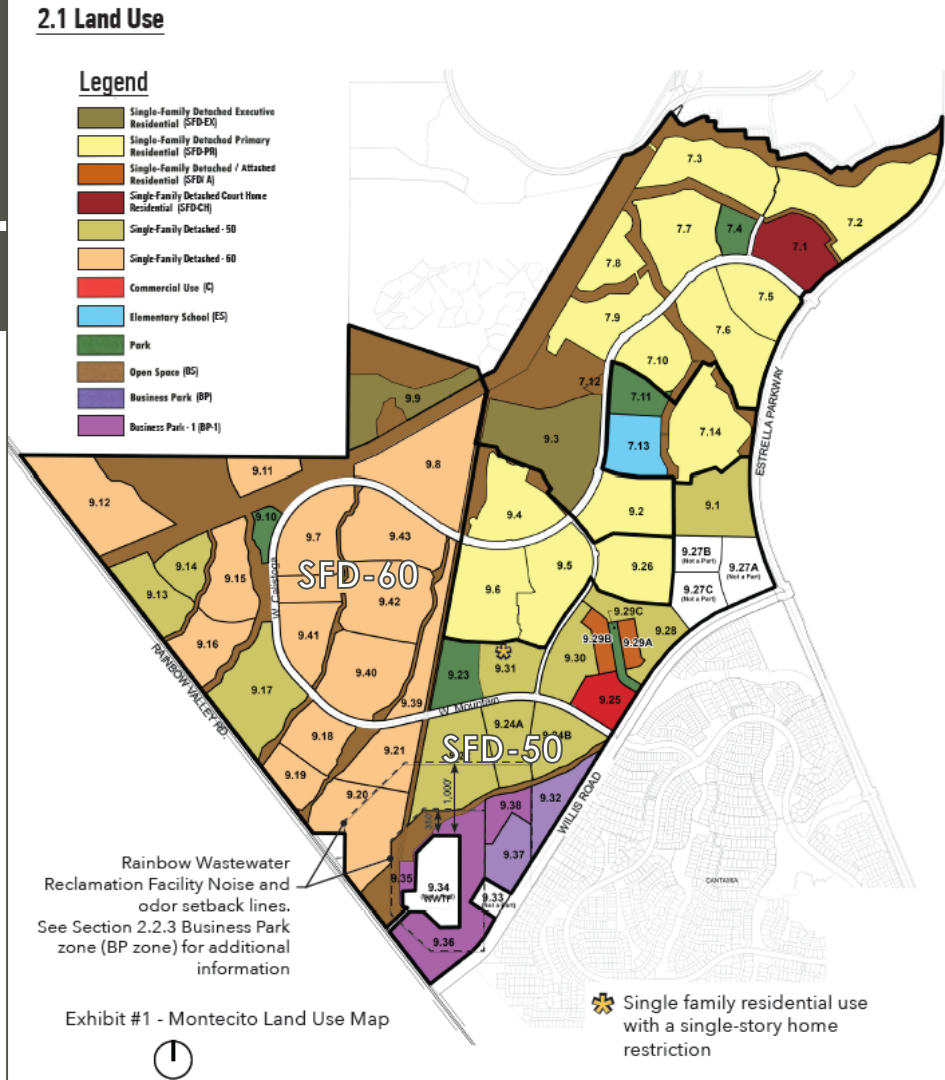


2018 Request

MONTECITO PAD AMENDMENT

TABLE 2
Residential Development Standards

ZONE	SFD-EX	SFD-60	SFD-PR	SFD-50	SFD/ A	SF - CH
Permitted Principal Uses	Single Family Detached	Single Family Detached	Single Family Detached Zero Lot Alley Loaded	Single Family Detached Zero Lot Alley Loaded	Single Family Detached Zero Lot Alley Loaded Townhome Duplex / Triplex	Court Home
Minimum Lot Width	0-3 du/ac (11)	60 ft.	3-6 du/ac (11)	50 ft.	30 ft.	40 ft.
Minimum Lot Depth	N/A (11)	120 ft.	N/A (11)	90 ft.	80 ft.	79 ft.
Maximum Height	32 ft. (2 stories)	30 ft. (2 stories)	30 ft. (2 stories)	30 ft. (2 stories)	40 ft. (3 stories)	30 ft. (2 stories)
Max. Building Coverage	60%	60%	60%	75%	75%	75%
Min. Front Yard Setback	20 ft. (13)	18 ft. (1) (8)	18 ft. (12)	18 ft. (1) (9)	18 ft. (1) (9)	5 ft. (5) (7)
Min. Side Yard Setback	20 ft. aggregate	5 ft. (2)	15 ft. aggregate	5 ft. (2) (3)	0 ft. & 5 ft. (3)	5 ft.
Min. Rear Yard Setback (10)	30 ft. (14)	15 ft. (4)	20 ft.	10 ft. (4)	10 ft. (4)	15 ft. (4)
Parking	(6)	(6)	(6)	(6)	(6)	(6) (7)



2022 Request

MONTECITO PAD AMENDMENT

- Modify Residential District of 4 parcels
  - No increase in maximum lots
- Modify Park Stipulation

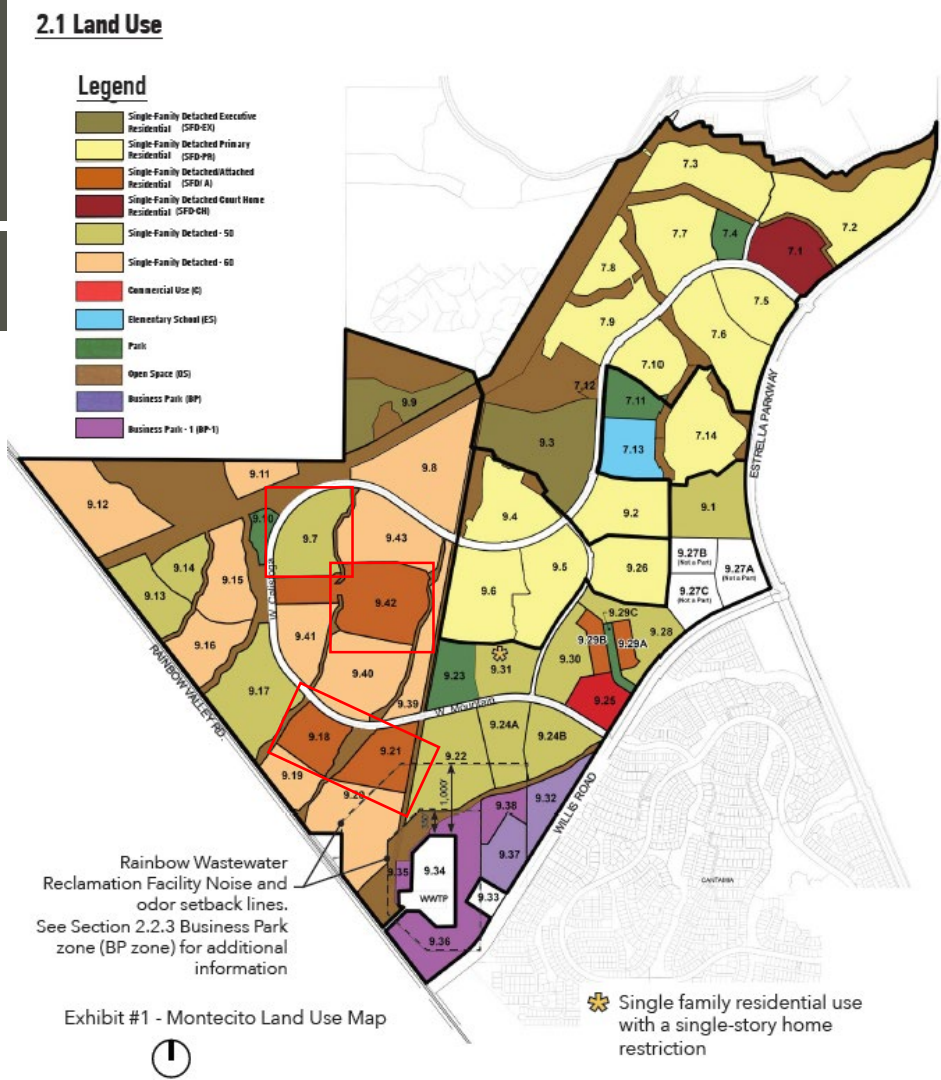
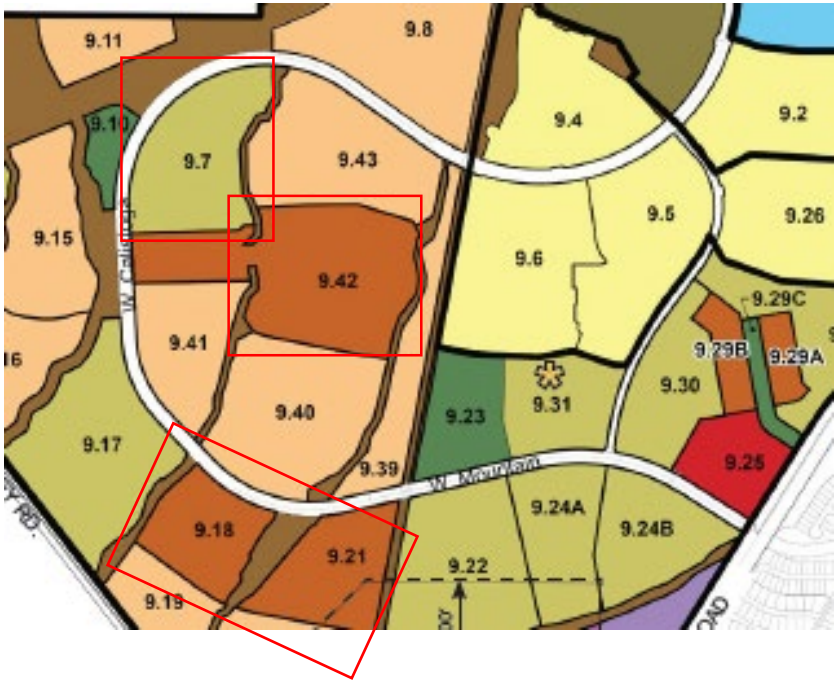


Exhibit #1 - Montecito Land Use Map

Parcel Rezones

TABLE 2
Residential Development Standards

ZONE	SFD-EX	SFD-60	SFD-PR	SFD-50	SFD/ A	SF - CH
Permitted Principal Uses	Single Family Detached	Single Family Detached	Single Family Detached Zero Lot Alley Loaded	Single Family Detached Zero Lot Alley Loaded	Single Family Detached Zero Lot Alley Loaded Townhome Duplex / Triplex	Court Home
Minimum Lot Width	0-3 du/ac (11)	60 ft.	3-6 du/ac (11)	50 ft.	30 ft.	40 ft.
Minimum Lot Depth	N/A (11)	120 ft.	N/A (11)	90 ft.	80 ft.	79 ft.
Maximum Height	32 ft. (2 stories)	30 ft. (2 stories)	30 ft. (2 stories)	30 ft. (2 stories)	40 ft. (3 stories)	30 ft. (2 stories)
Max. Building Coverage	60%	60%	60%	75%	75%	75%
Min. Front Yard Setback	20 ft. (13)	18 ft. (1) (8)	18 ft. (12)	18 ft. (1) (9)	18 ft. (1) (9)	5 ft. (5) (7)
Min. Side Yard Setback	20 ft. aggregate	5 ft. (2)	15 ft. aggregate	5 ft. (2) (3)	0 ft. & 5 ft. (3)	5 ft.
Min. Rear Yard Setback (10)	30 ft. (14)	15 ft. (4)	20 ft.	10 ft. (4)	10 ft. (4)	15 ft. (4)
Parking	(6)	(6)	(6)	(6)	(6)	(6) (7)



SFD/A Lots

STIPULATIONS 2 AND 3

- Restrict SFD/A Parcels (9.42, 9.18, 9.21):
  - Single Family Detached
  - 47’ x 110’
  - Max. height 30’ (two stories)

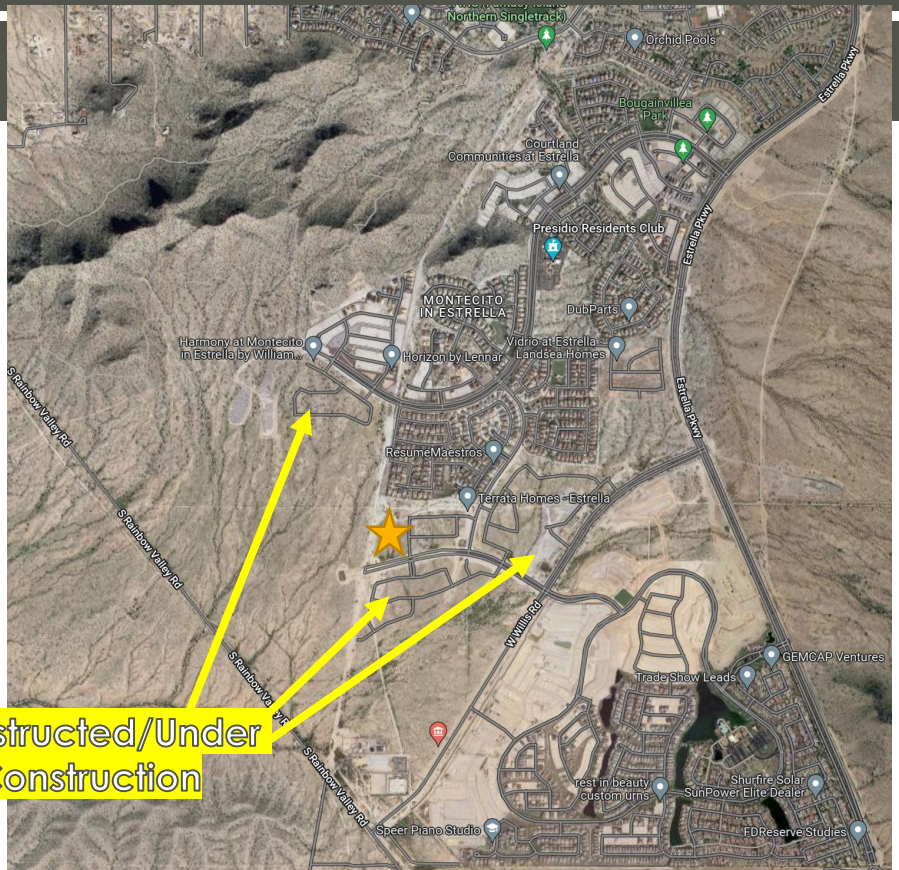


Park Stipulation

PARCEL 9.23 PARK TIMING

- Current: construct park in conjunction with adjacent infrastructure

- Proposed: delay until additional 351st new lot begins construction



Public Comment

MONTECITO PAD AMENDMENT

- Neighborhood meeting held at **Starpointe Residents Club** March 2, 2022
  - ~40 in attendance
  - A mix of responses
    - Smaller lot sizes
    - Increase in population, traffic concerns
    - Delay of park
    - Cost of park

Public Comment

MONTECITO PAD AMENDMENT

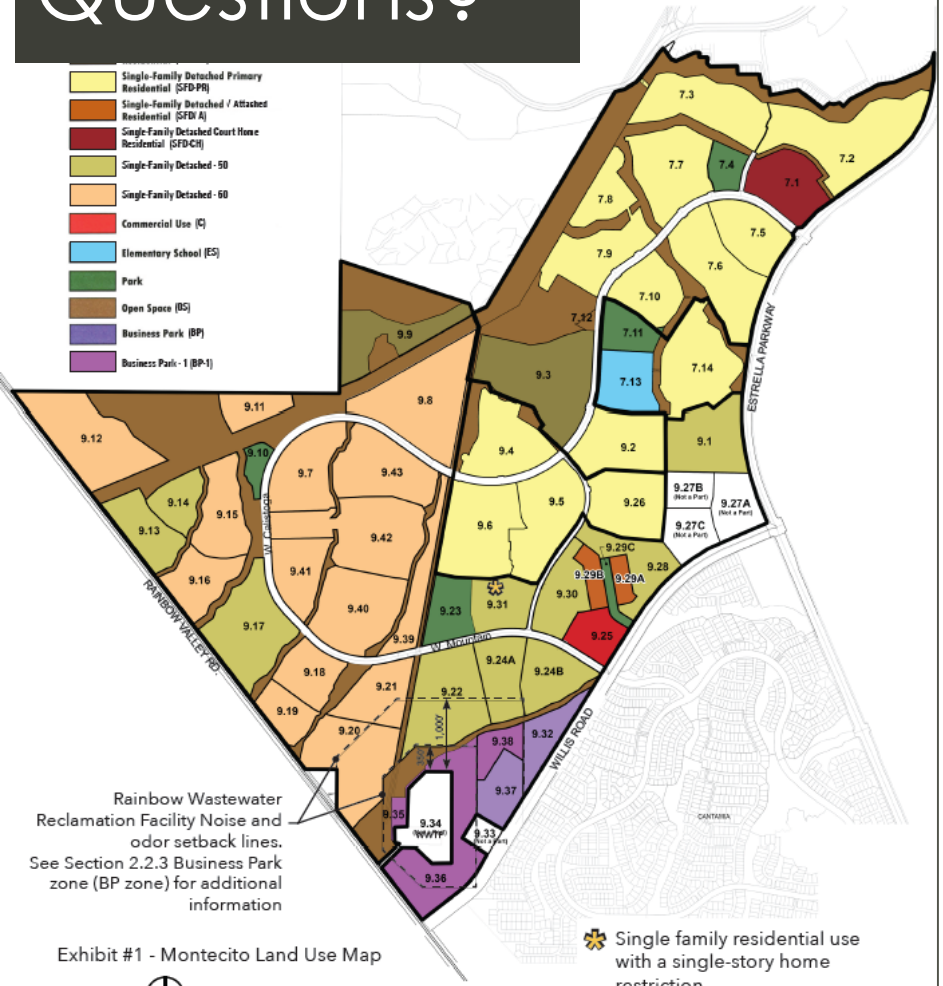
- Phone calls
  - General Questions
  - Concerns similar to neighborhood meeting
- 1 email
  - Concern was related to park improvements – Developer has been responsive

Recommendation

MONTECITO PAD AMENDMENT

- Amendment criteria evaluated in Staff Report. Request was found to meet requirements.
- Staff recommends approval of the PAD Amendment

Questions?

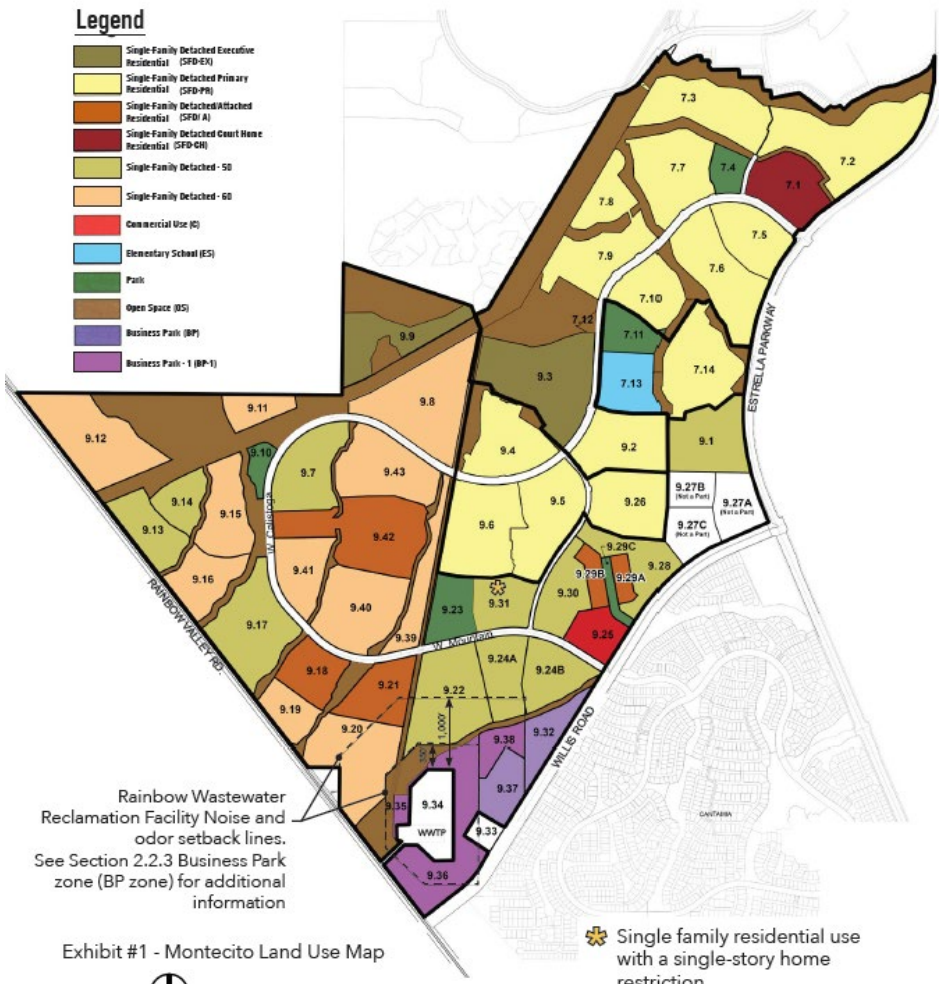


Rainbow Wastewater Reclamation Facility Noise and odor setback lines. See Section 2.2.3 Business Park zone (BP zone) for additional information

Exhibit #1 - Montecito Land Use Map

Single family residential use with a single-story home restriction

2.1 Land Use



Rainbow Wastewater Reclamation Facility Noise and odor setback lines. See Section 2.2.3 Business Park zone (BP zone) for additional information

Exhibit #1 - Montecito Land Use Map

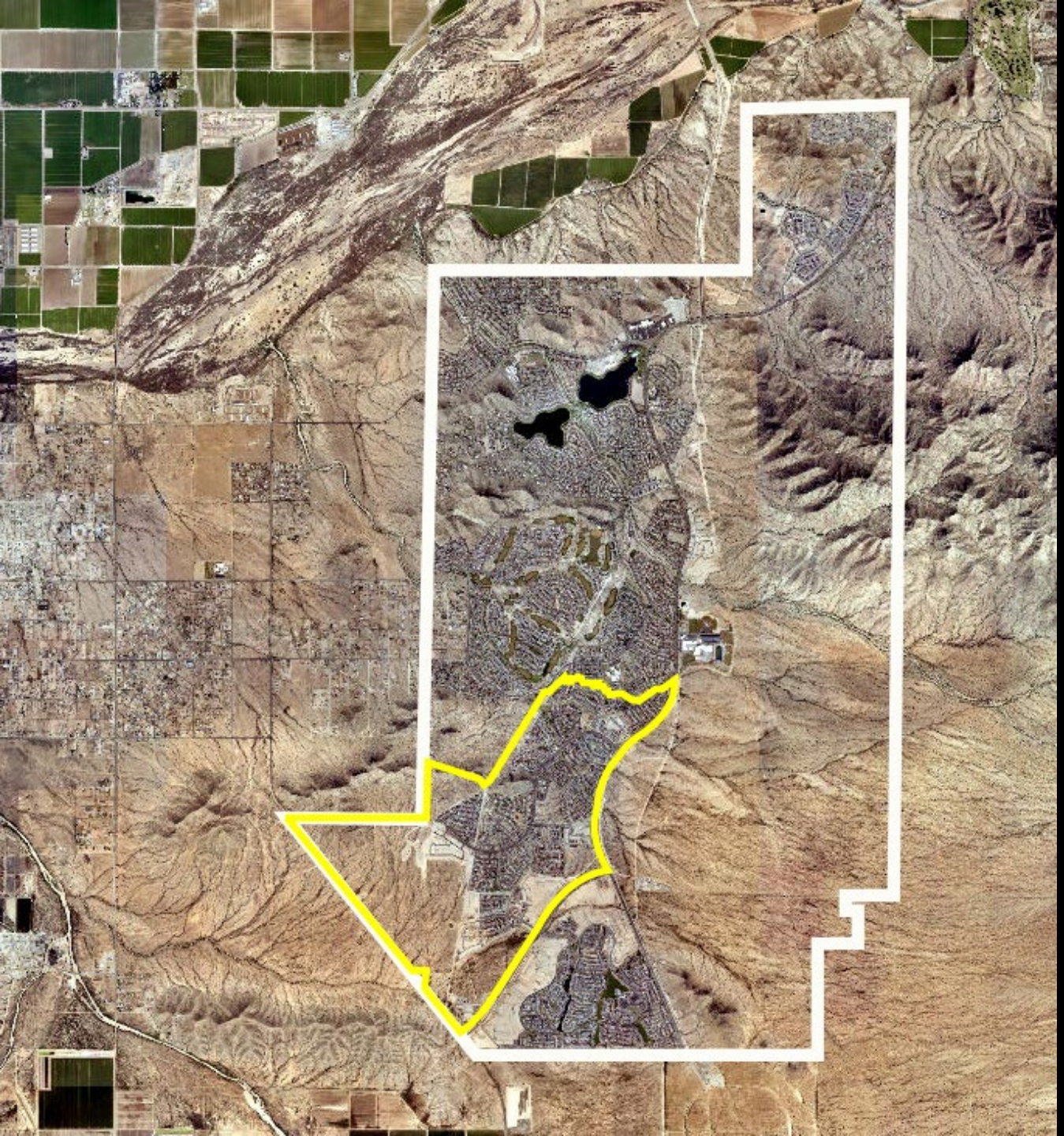
Single family residential use with a single-story home restriction



Montecito PAD Amendment & Pre-Plats

Planning & Zoning Commission Meeting
August 17, 2022

City Council Meeting
August 29, 2022

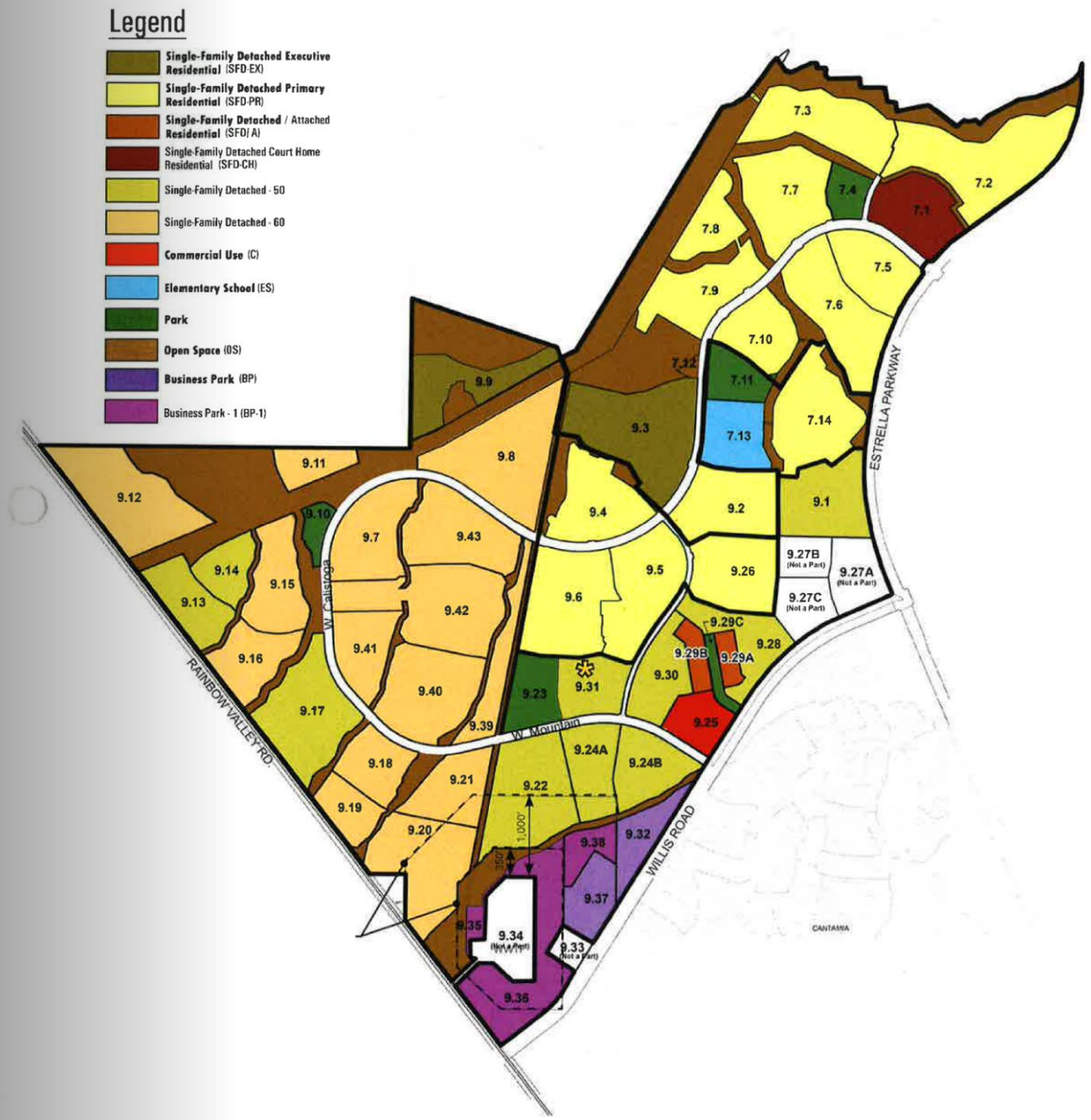


Montecito

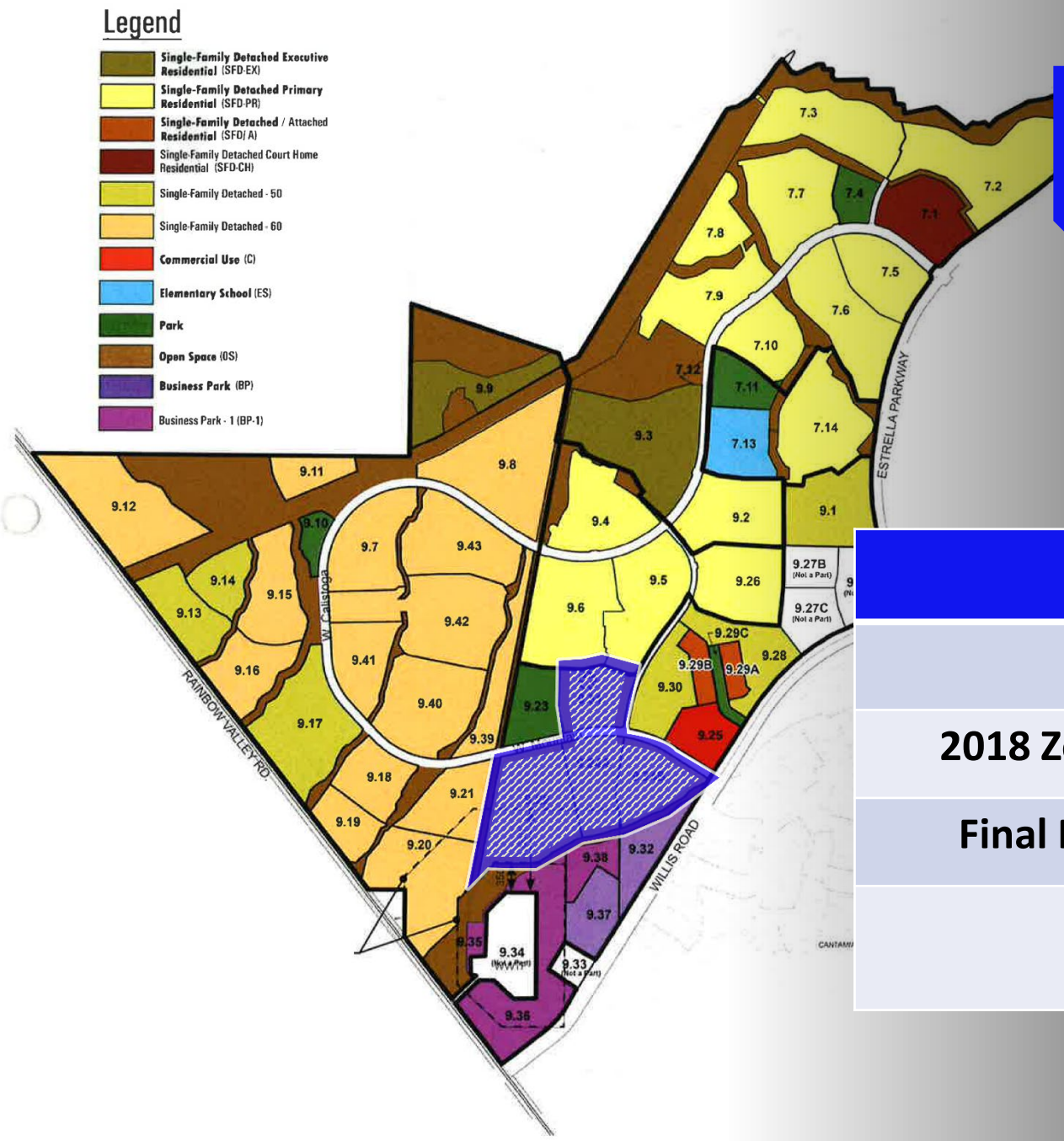
- Estrella Phase 2 PAD approved in 1988
- Various PAD amendments establish specific development areas, such as Montecito
- Montecito PAD Phase 3 PAD Amendment 2018

Montecito Land Uses

Montecito
Phase 3 Unit Cap:
3,634

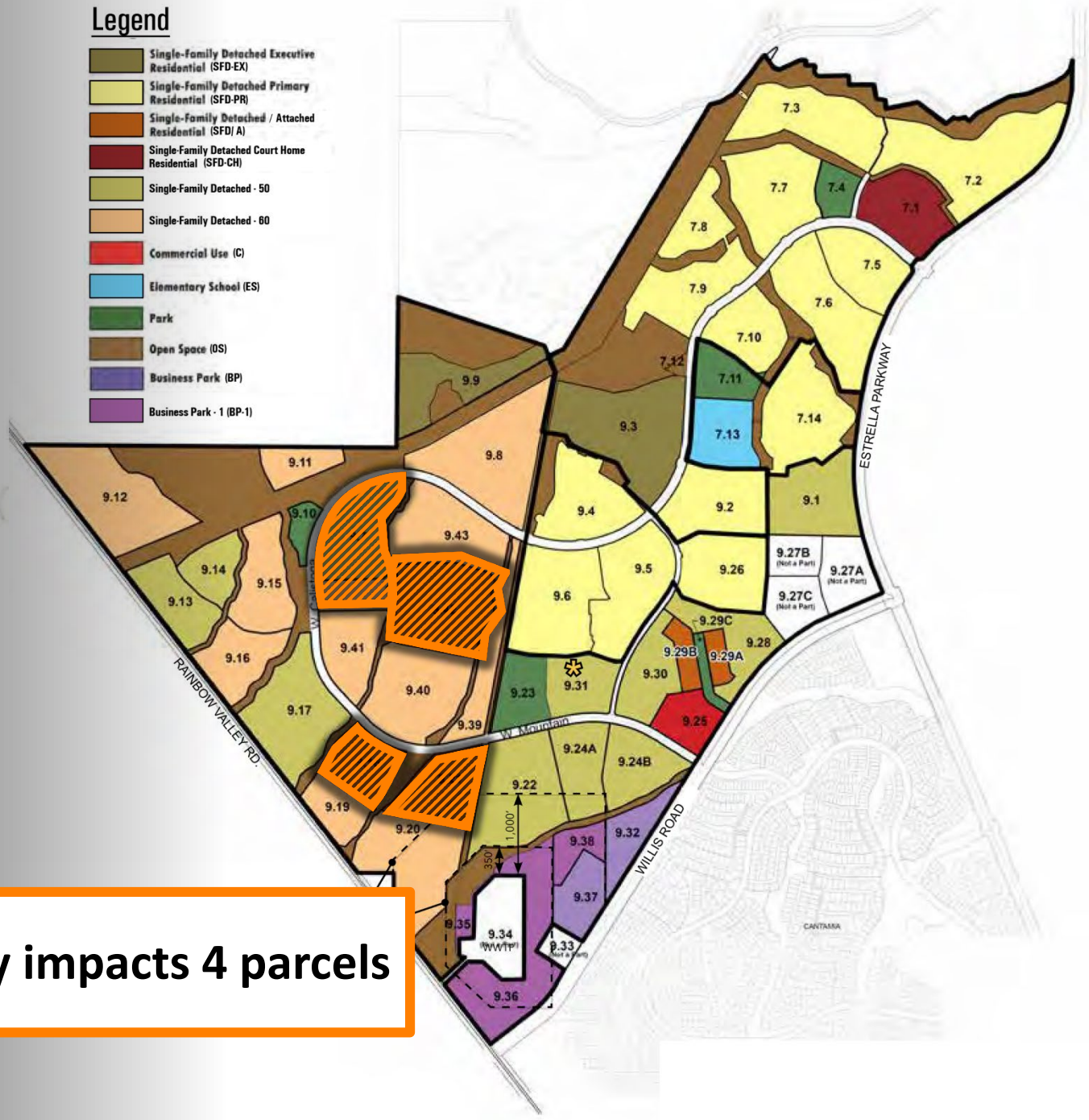


Underdeveloped Lots



Parcels 9.22, 9.24A, 9.24B, 9.31		
	No. Lots	Lot Width
2018 Zoning	460	50’
Final Plats	156	65’
	-304 LOTS (SURPLUS) AT 15’ WIDER THAN REQUIRED	

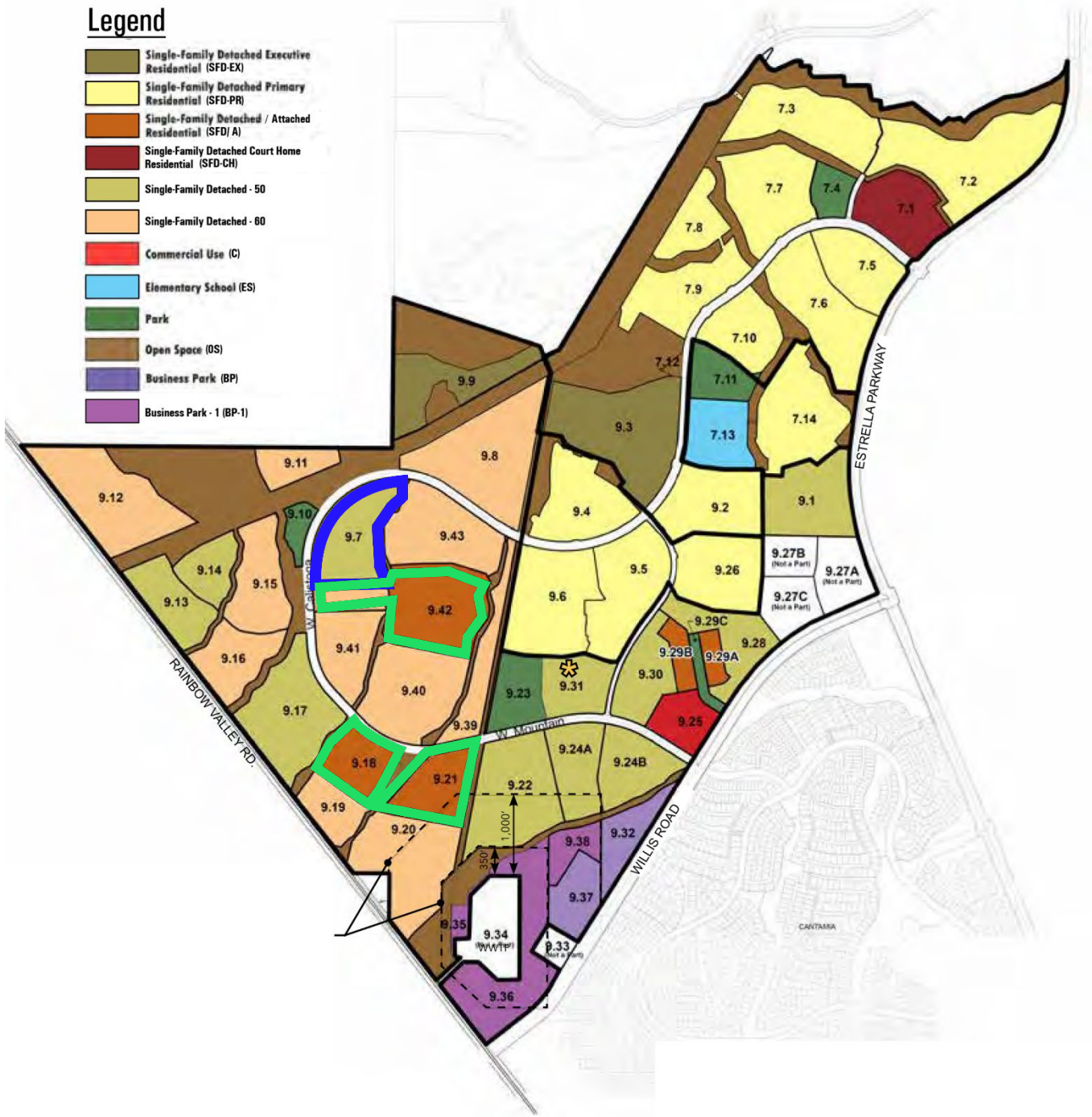
Montecito PAD Amendment

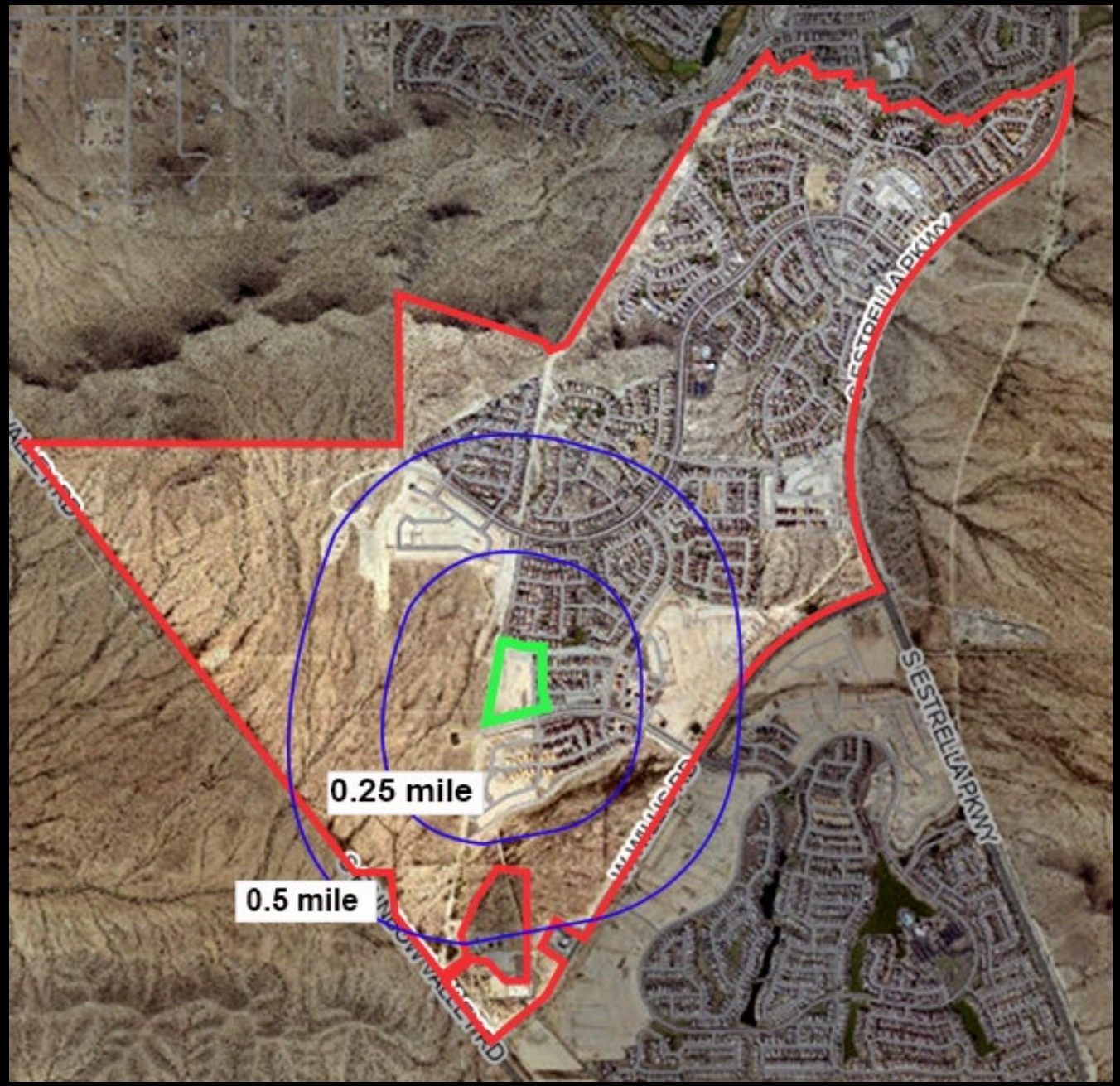


Proposed amendment only impacts 4 parcels

Development Standards

Development Standards Montecito			
	Existing Standards	Proposed Standards	Proposed Standards
ZONE	Existing SFD-60 (Parcels 9.7,9.18, 9.21 & 9.42)	SFD 50 (proposed 9.7)	Modified SFD/A (Proposed 9.18, 9.21, 9.42)
Permitted Uses	Single Family Detached	Single Family Detached Zero Lot Alley Loaded	Single Family Detached
Min Lot Width	60 ft.	50 ft.	47 ft.
Min Lot Depth	120 ft.	90 ft.	110 ft.
Max Height	30 ft. (2 stories)	30 ft. (2 stories)	30 ft. (2 stories)
Max Lot Coverage	60%	75%	75%
Min Front Yard Setback	18 feet; 8 feet to porch, 10 feet to liveable or side entry garage	18 feet; 8 feet to porch, 10 feet to liveable or side entry garage	18 feet; 8 feet to porch, 10 feet to liveable or side entry garage
Min Side Yard Setback	5 feet	5 feet	5 feet
Min Rear Yard Setback	15 ft., 10 ft. to rear yard covered patio	10 feet, 10 feet to rear yard covered patio	10 feet, 10 feet to rear yard covered patio
Parking	Two enclosed spaces per DU	Two enclosed spaces per DU	Two enclosed spaces per DU

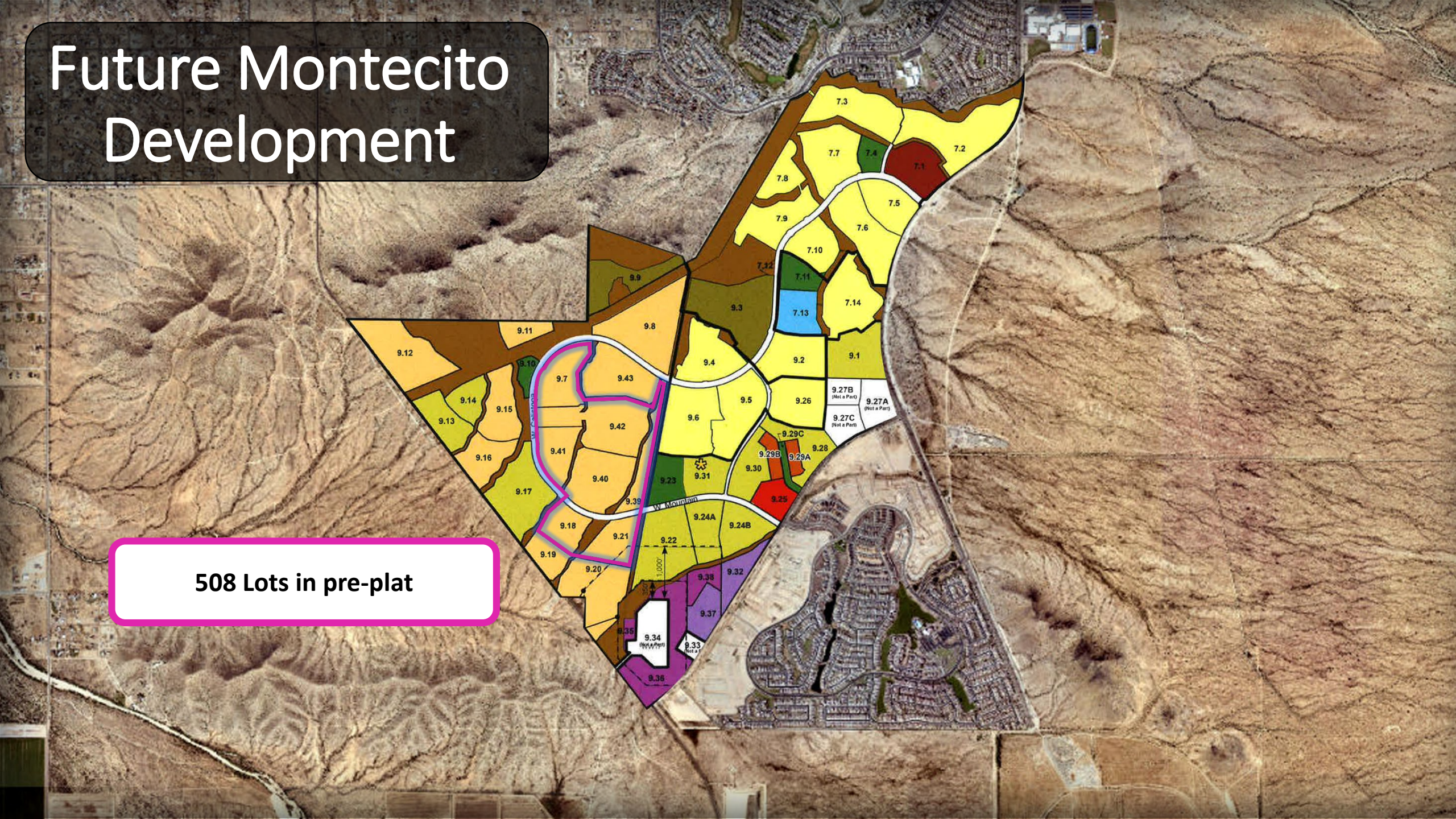




Parcel 9.23 Park

- $15,000/month HOA maintenance
- Currently insufficient population to make use of the park
- Security concerns without “eyes on the park”

Future Montecito Development



508 Lots in pre-plat

Existing Montecito Amenities



Parcel 7.4
Bougainvillea Park



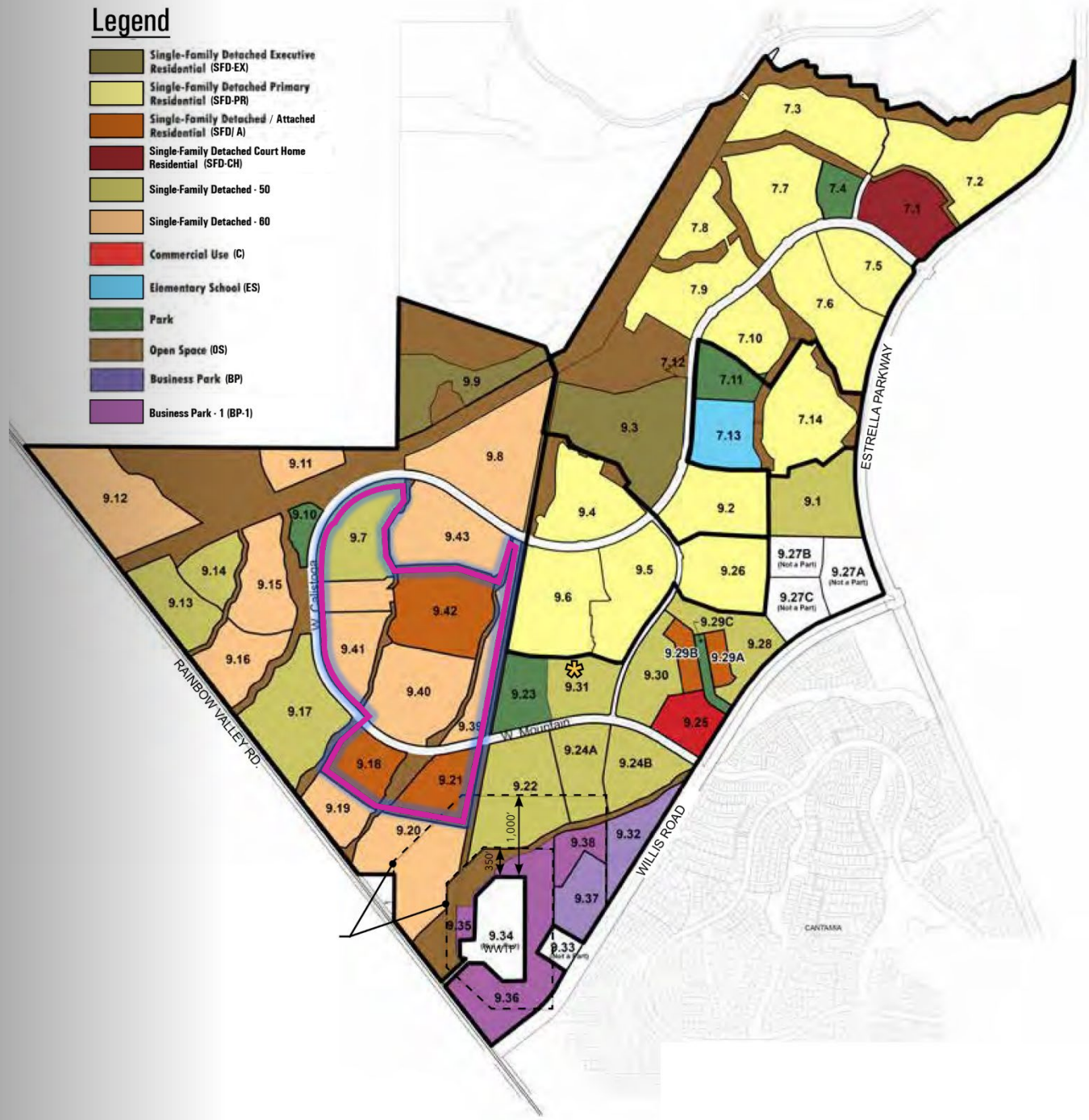


Parcel 7.11
Presidio

HOA Supports Park Timing

- Distance from existing residences would lead to infrequent use by the current residents.
- Maintenance costs for the park are estimated to exceed $15,000/mo.
- Future additional homes create more contributors to the HOA to bear the cost of park maintenance.
- Timing park construction with development of adjacent homes will increase “eyes” on the park and decrease community risks.

Montecito Pre-Plat Parcels



Pre-Plat Details

Mixture of Lot Sizes

- 264 SFD-A Lots (47’ x 110’ min.)
  - All lots exceed min. depth with 115’ or 120’ min.
- 95 SFD-50 Lots (50’ x 90’ min.)
  - All lots exceed min. depth with 120’ min.
- 149 SFD-60 Lots (60’ x 120’ min.)
  - ~2/3 of lots exceed min. width with 65’ min.

Open Space: Over 20% open space for each parcel; exceeds 15% requirement

Platting fewer lots than maximum zoning allotment: Resulting surplus of 56 lots


THANK YOU
Planning & Zoning Commission Meeting
August 17, 2022
City Council Meeting
August 29, 2022

Current Montecito Status

- Over 75% of lots in Montecito are 60’ wide or larger
- Montecito’s Current development has left ~350 surplus lots for the parcels that have been platted

Lot Widths	Number of Platted Lots	
<50’ lot widths	130	7%
50’-59’ lot width	298	17%
60’-69’ lot width	1,030	57%
70’+ lot width	356	20%
TOTAL	**1,814**	**100%**

ITEM #: 19.
DATE: 08/29/2022
AI #:1025

CITY COUNCIL ACTION REPORT

SUBJECT: REZONE TO AMEND EXISTING PAD ZONING FOR APPROXIMATELY 159 ACRES LOCATED AT THE NORTHEAST CORNER OF PERRYVILLE ROAD AND DURANGO STREET KNOWN AS LAS VENTANAS.

STAFF PRESENTER(S): Guadalupe Ortiz Cortez, Assistant Planner

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SUMMARY

Public Hearing for and consideration of a rezoning to amend the PAD zoning for approximately 159 acres located at the northeast corner of Perryville Road and Durango Street known as Las Ventanas (the "Property") to modify development standards and requirements that will directly impact approximately 139 acres within the Property.

Recommendation

1. ADOPT RESOLUTION NO. 2022-2264 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE 2022-1553 AND FILED WITH THE CITY CLERK RELATED TO THE REZONING OF THE PROPERTY KNOWN AS LAS VENTANAS

2. ADOPT ORDINANCE NO. 2022-1553 AMENDING THE PLANNED AREA DEVELOPMENT DISTRICT ZONING ON APPROXIMATELY 159 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF PERRYVILLE ROAD AND DURANGO STREET KNOWN AS LAS VENTANAS TO MODIFY REQUIREMENTS APPLICABLE TO THE PORTION OF THE PROPERTY TO BE DEVELOPED AS RESIDENTIAL INCLUDING THE MAXIMUM LOT COVERAGE FOR RESIDENTIAL LOTS, THE REQUIREMENTS FOR ENTRY MONUMENTS AND THE AMENITIES FOR THE CENTRAL PARK; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Guadalupe Ortiz-Cortez, Assistant Planner)

FISCAL IMPACT

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

state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The property subject to the rezoning request consists of approximately 159 acres and is generally located at the northeast corner of Perryville Road and Durango Street (the "Property"). The Property was zoned Planned Area Development in 2006 by Ordinance No. 2006-1001, which required the Property to be developed in compliance with the Final Planned Area Development – Las Ventanas (the "Las Ventanas PAD"). The Las Ventanas PAD provided for the development of approximately 137 acres of the Property to be developed as residential and approximately 14 acres of the Property to be developed as commercial. There are three different sizes of lots to be developed within the portion of the Property to be developed as residential: 60' x 115'; 65' x 120', and 80' x 130' with a maximum lot coverage of 45% applicable to all three lot sizes. In 2017, City Council approved Ordinance No. 2017-1364 which amended Stipulation Nos. 13, 15, 17 and 55 of Ordinance No. 2006-1001 and deleted stipulation 18. Stipulations 13, 15, 17 and 55, which are related to the acquisition of right-of-way located outside the boundaries of the Property; dedication of right-of-way; the construction of half-street improvements; and responsibility for traffic signals at intersections adjacent to the Property. Stipulation 18, which was deleted, required construction of traffic signals at certain intersections, that, according to an updated Traffic Impact Analysis would not be warranted and that were no longer required by the city's applicable engineering design standards and policies.

The Planning and Zoning Commission considered this item at their regular meeting of August 17, 2022. The Commission unanimously voted to forward a recommendation of approval to the City Council (7-0 vote).

STAFF ANALYSIS

Current Policy:
A rezoning request requires public review and vote by the Planning and Zoning Commission and the City Council. The proposed rezoning must be in conformance with the General Plan and should not adversely impact the surrounding area. As set forth below, the proposed zoning is both consistent with the General Plan and will not adversely impact the surrounding area.

Details of the Request:
Although this amendment to the existing Las Ventanas PAD applies to the entire Property, the terms being amended effect only the portion of the Property that is to be developed as residential. The 14-acre portion of the property, that is to be developed as commercial, is not impacted by the proposed rezoning.

The applicant is seeking to increase the Maximum Lot Coverage allowed for the residential lots that are to be developed within the approximate 137-acre of the Property that is to be developed as single family residential. Each of the three lot sizes had a maximum lot coverage of 45%, which the applicant is seeking to increase to 55%, which allow the developer to build RV garages upon the residential lots. The applicant is also seeking to modify the requirements related to entry monuments. Under the existing Las Ventanas PAD, major entry monuments were to be constructed at the entrances into the property off of Yuma Road and off of Perryville Road and at the corner of Yuma Road and 183rd Avenue, and a

minor entry was to be constructed at an entry into the Property off of 183rd Avenue. Under the amended PAD, primary entry monuments will be constructed on the corner of Yuma Road and 183rd Avenue and on the corner of Perryville Road and Durango Street and secondary entry monuments will be constructed at the entrances into the Property off of Perryville Road and Yuma Road.

In support of this request, the applicant has agreed to enhance the amenities within the central community park. Under the proposed rezoning, the central community park will include a community pool and restroom building, a shaded tot lot, a half-basketball court and a shaded seating node. In addition, the applicant has agreed to incorporate the design elements that are required for other West Goodyear properties, specifically, the entry monuments will feature the "West Goodyear" name and the monuments will incorporate split rail fencing.

The proposed PAD amendment does not change the maximum number of dwelling units that can be developed on the Property, and the proposed changes do not impact the regional water and wastewater lines that are needed to serve the Property. The Property Owner remains responsible for either constructing the lines identified in the West Goodyear cost recovery resolutions as benefiting the Property and/or paying cost recovery payment for the costs of the lines constructed by others.

Evaluation Criteria:
Per the city of Goodyear Zoning Ordinance, the city's review and recommendation on a zoning amendment is to be guided by the following criteria:

1. Consistency with the General Plan.

Las Ventanas at West Goodyear is zoned PAD and already approved for single-family residential development. This request does not make any changes to the approved use, for which the subject property has been deemed suitable by the City. No significant changes have occurred to the existing conditions of the subject property since the original PAD approval.

2. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.

Las Ventanas at West Goodyear is zoned PAD and already approved for single-family residential development. This request does not make any changes to the approved use, for which the subject property has been deemed suitable by the City. No significant changes have occurred to the existing conditions of the subject property since the original PAD approval.

3. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.

Las Ventanas at West Goodyear is zoned PAD and already approved for single-family residential development. This request does not make any changes to the approved use, which the City has already deemed to be compatible with the surrounding uses and zoning.

North – County island, homes and vacant agricultural lands (largely zoned RU-43/city equivalent to AU (Agricultural Urban)) and La Privada at West Goodyear (zoned PAD) and Las Ventanas Commercial Corner (vacant);
South – County island, homes and vacant agricultural lands (largely zoned RU-43/city equivalent to AU (Agricultural Urban));

East – Ventana De Estrellas (zoned R1-6);
West – Buckeye Planning Area County island, homes and vacant agricultural lands (largely zoned RU-43/city equivalent to AU (Agricultural Urban)) and Las Ventanas Commercial Corner (vacant);

4. Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under the proposed zoning district would be better suited to the subject property than the uses allowed under the current zoning.

Las Ventanas at West Goodyear is consistent and compatible with other land uses existing and entitled within the immediate area. The property is located within an area that was planned for low and medium density residential uses.

Luke Air Force Base:
The property does not fall within the Luke Air Force Base Accident Potential Zone or the DNL. However, the property does fall within the Luke Air Force Base Military Vicinity boundary and appropriate disclosure statements have been provided in previous zoning cases.

Phoenix-Goodyear Airport:
The property does not fall within the Phoenix-Goodyear Airport Traffic pattern airspace.

5. Demand for the types of uses permitted in the proposed zoning district in relation to the amount of land currently zoned and available to accommodate the demand.

Developers have indicated the current Arizona housing market indicates the Phoenix Metro area needs hundreds-of-thousands of homes to meet the current demand. A growing trend has demonstrated that the request for greater lot coverage would facilitate the development of homes with RV garages, as this applicant has indicated they would like to construct. By adjusting to market demand, this could allow lots to be sold with more lot coverage for to allow for homes with RV garages.

6. Demands for public services that will be generated by the uses permitted in the proposed zoning district.

The property is already entitled for residential and the amendment does not change the density or demand for services.

School Districts:
The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. Both school districts have been notified of the rezoning request.

Fire Response:
Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path	Longest path	2nd nearest Fire Station	Shortest path	Longest path

Station	Mins	Miles	Mins	Miles	Station	Mins	Miles	Mins	Miles
#184	5.92	2.96	7.65	3.82	#185	14.87	7.43	16.60	8.30

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

Streets/Transportation:
The property will be accessed primarily from Perryville Road and Yuma Road. The Engineering Department has existing stipulations to address traffic issues caused by the development of this property. Those stipulations address traffic signals, roadway construction and access to needed and adjacent streets.

Water/Wastewater:
The subject property will be served by city of Goodyear water and wastewater utilities.

7. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.

The property is located near existing or planned Cost Recovery Ordinance public services. We do not anticipate any potential adverse fiscal impacts resulting from development of this property.

8. General public concerns.

Public Participation:
An in-person neighborhood meeting was conducted for this proposal on July 20, 2022. Notice of the neighborhood meeting was sent to property owners within 500 feet of the property to provide ample opportunity for input prior to noticing the public hearing itself. The notices were mailed on July 6, 2022. A sign advertising the neighborhood meeting was posted to the site on July 5, 2022. No residents or adjacent owners were in attendance at the neighborhood meeting. No formal opposition has since been received.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on August 17, 2022 appeared in the Arizona Republic Southwest Valley Edition June 17, 2022; postcards were mailed to adjoining owners on July 26, 2022; and the sign(s) on the site were updated on August 2, 2022 to notify residents of the scheduled public hearings.

The Planning and Zoning Commission considered this item at their regular meeting of August 17, 2022. Upon conclusion of the staff presentation, Commissioners unanimously voted (7-0) to forward a recommendation of approval to the City Council. There was no public opposition to the item voiced at the hearing.

9. Whether the amendment promotes orderly growth and development.

This property is already zoned and entitled and was determined to promote orderly growth and development.

10. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.

The proposed development on the property will have a positive impact to the general health, safety, and welfare of the citizens of the City by providing a safe and well-designed community within the heart of West Goodyear.

Attachments

Resolution No. 2022-2264
Exhibit A: Supplementary Zoning Map
Exhibit B: Legal Description
Exhibit C: Monument Schedule
Ordinance No. 2022-1553
Aerial Photo
Project Narrative
Staff Presentation
Applicant Presentation

RESOLUTION NO. 2022-2264

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE 2022-1553 AND FILED WITH THE CITY CLERK RELATED TO THE REZONING OF THE PROPERTY KNOWN AS LAS VENTANAS.

Be it resolved by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, as follows:

SECTION 1. DECLARATION OF PUBLIC RECORDS

That certain document titled "Official Supplementary Zoning Map No. 22-12 City of Goodyear, AZ – Rezone Case," a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That a certain document titled "Legal Description a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

That certain document title "Monument Schedule," a copy of which is attached hereto as Exhibit C, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2022-1553.

SECTION 3. COPIES FILED WITH THE CITY CLERK

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S 44-7041 of each of the aforementioned documents being declared public records herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

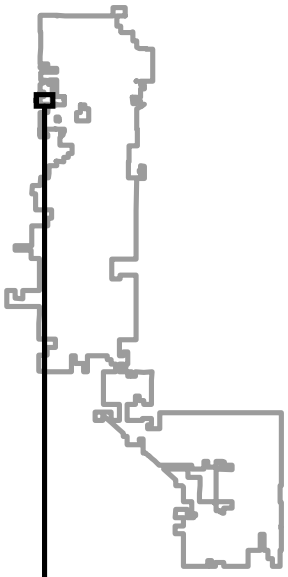
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-12

AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO._____, PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____, 2022.

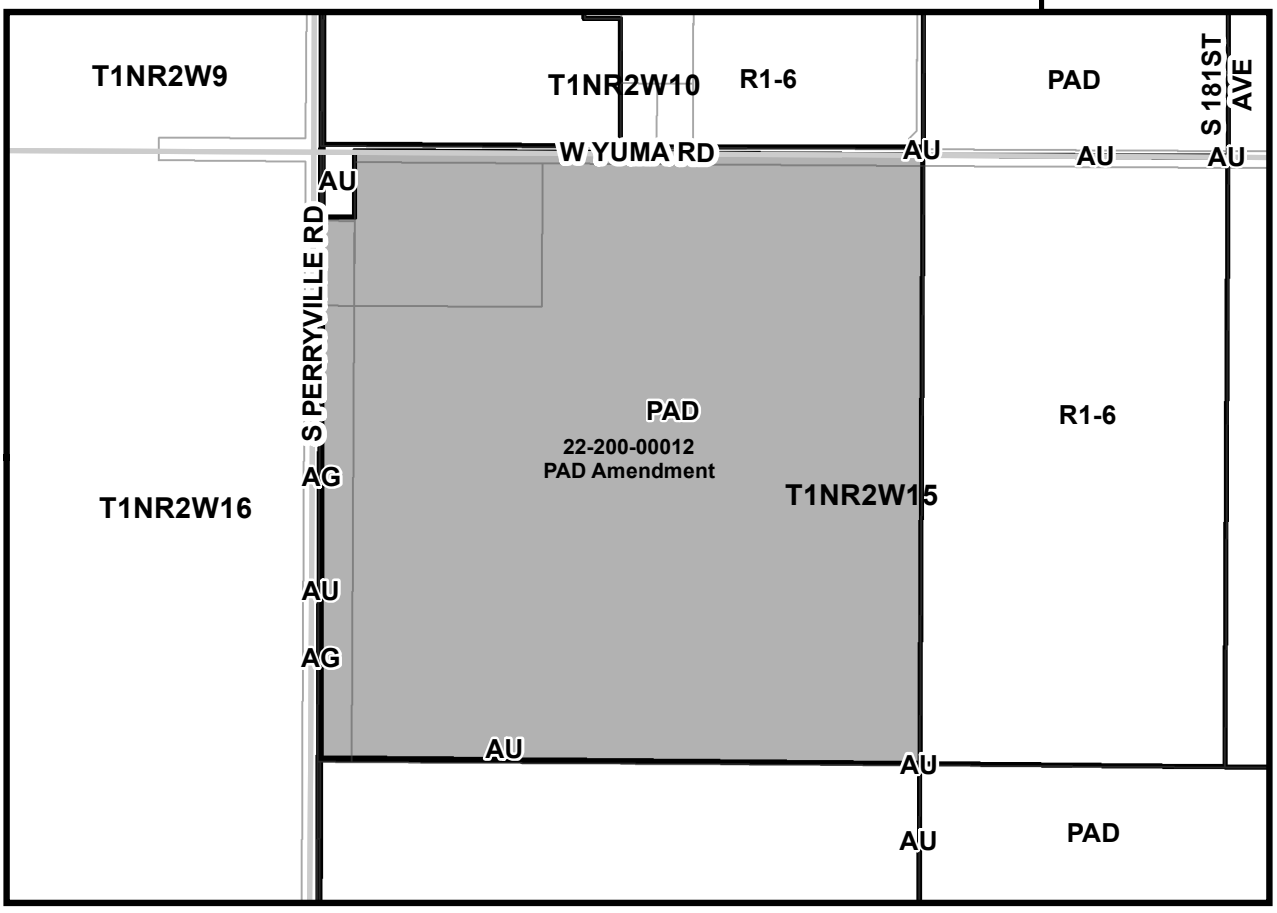


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

A portion of the East Half of the Northwest Quarter of Section 15, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT			
A	REZONE FROM FINAL TO PAD AMENDMENT	22-200-00012	DATE: August 2022

Exhibit B

LEGAL DESCRIPTION FOR
LAS VENTANAS
ZONING PARCEL

That part of Section 15 and Tract No. 37, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap flush marking the North Quarter Corner of said Section 15, from which the Brass Cap in hand hole marking the Northeast Corner of said Section 15 bears South 89°42'09" East, a distance of 2,645.77 feet, said point being the true Point of Beginning;

Thence South 00°18'51" West, along the East line of the East Half of the Northwest Quarter of said Section 15, a distance of 2,645.38 feet to the 1/2" Rebar with Cap LS#36562 marking the Center of said Section 15;

Thence North 89°38'43" West, along the South line of the East Half of the Northwest Quarter and the South line of G.L.O. Lot 2 of said Section 15, a distance of 2,462.24 feet to the Southwest Corner of said G.L.O. Lot 2;

Thence continuing North 89°38'43" West, along the Westerly prolongation of the South line of said G.L.O. Lot 2, a distance of 181.83 feet to a point on the Southerly prolongation of the West line of the Southwest Quarter of Section 10, Township 1 North, Range 2 West;

Thence North 00°17'35" East, along said Southerly prolongation, a distance of 2,347.54 feet to the Southwest Corner of that certain parcel of land described in Document No. 2004-0414694, Records of Maricopa County, Arizona;

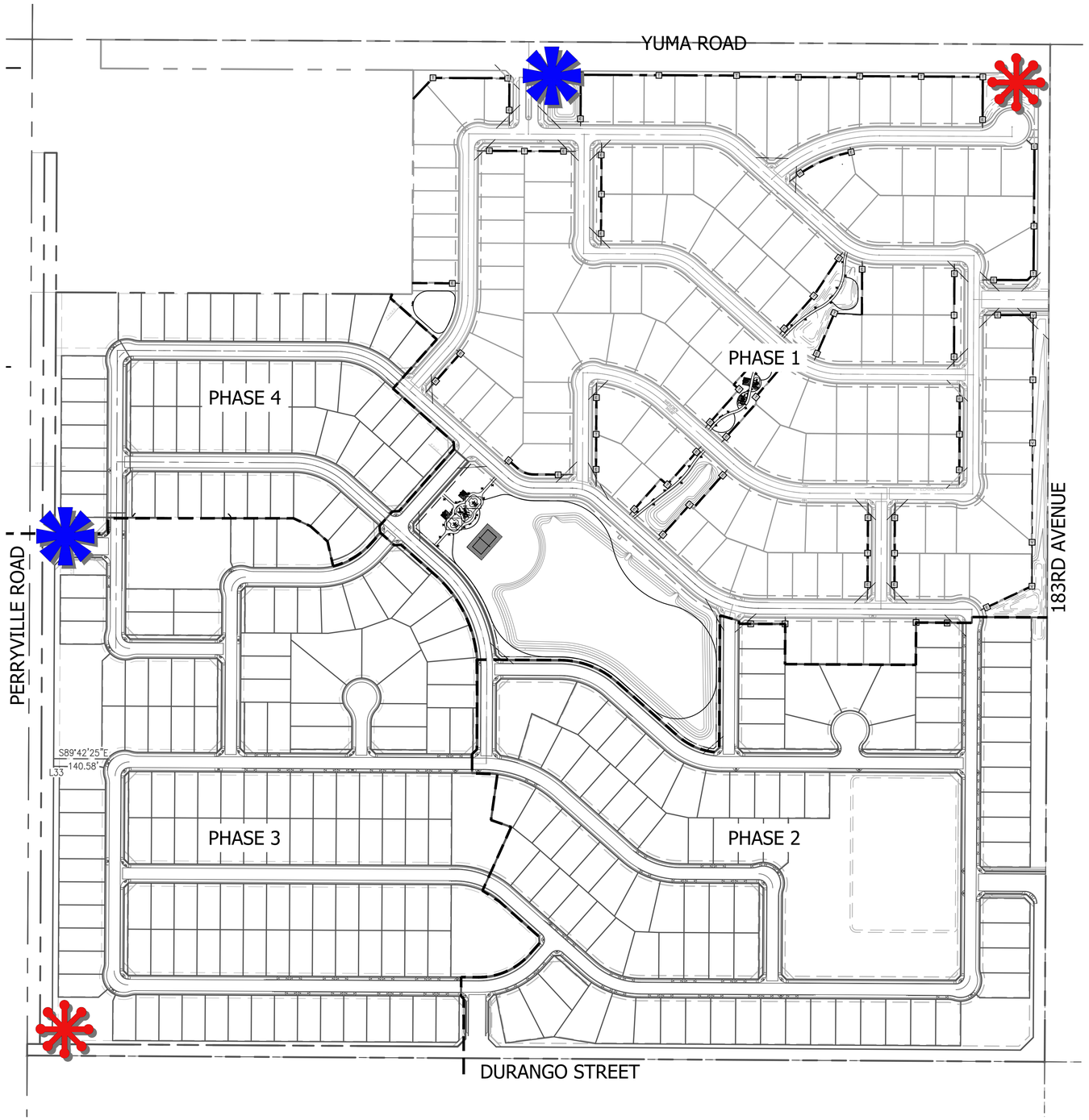
Thence South 89°42'25" East, along the South line of said certain parcel of land, a distance of 178.65 feet to the Southeast Corner thereof, being a point on the West line of G.L.O. Lot 1 of said Section 15;

Thence North 00°12'55" East, along the East line of said certain parcel of land and the West line of said G.L.O. Lot 1, a distance of 295.00 feet to the Northwest Corner of said G.L.O. Lot 1;

Thence South 89°42'25" East, along the North line of said G.L.O. Lot 1 and the East Half of the Northwest Quarter of said Section 15, a distance of 2,466.79 feet to the Point of Beginning.

Containing 6,939,447 Square Feet or 159.308 Acres, more or less.

EXHIBIT 'C'



MONUMENT SCHEDULE

PRIMARY ENTRY MONUMENT

SECONDARY ENTRY MONUMENT

0 150 300 450 feet

SCALE: 1" = 150'

CVL CONSULTANTS
CELEBRATING 60 YEARS

4550 N. 12th Street
Phoenix, AZ, 85014

phone 602.264.6831
fax 602.264.0928
web www.cvlci.com

Civil Engineering
Water Systems
Wastewater Treatment
Land Planning
Energy
Land Survey
Landscape Architecture
Construction Management

OWNER / DEVELOPER
LAS VENTANAS I, LLC
TAIT DEVELOPMENT, INC.
3131 E. CAMELBACK RD., SUITE 310
PHOENIX, AZ. 85016
PHONE: (602) 522-1901
CONTACT: TOM TAIT, JR

LANDSCAPE ARCHITECT
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4550 N 12TH STREET
PHOENIX, AZ 85014
PHONE: 602.264.6831
EMAIL: ESWETLAND@CVLCI.COM

ENGINEER
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PROJECT INFORMATION

LAS VENTANAS
PARCEL 1
GOODYEAR, ARIZONA 85395

CVL JOB # 0116204

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

REVISION HISTORY

SEAL & ISSUE

100%

DESIGN: ES
DRAWN: --
CHECK: ES

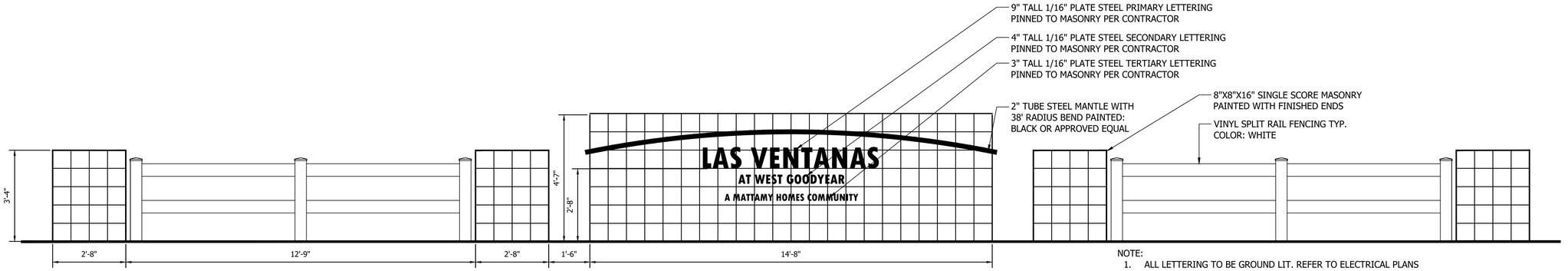
REGISTERED LANDSCAPE ARCHITECT 21411 EARL J. SWETLAND Date Signed 04/26/2022 ARIZONA, U.S.A.

DISCIPLINE: LANDSCAPE ARCHITECTURE

SIGN LOCATION PLAN

LH.001
2 of 53

DOCUMENT INFORMATION: Document Author: ---- Document Creation Date: April 26, 2022 Document Last Saved By: ColinH Document Last Saved On: April 26, 2022 Filename: N:\01\0116204\CADD\LS.WALL.OVERALL.dwg Filesize: 4.06 MB
PRINTER INFORMATION: Printed By: Colin Hanson Printer: None Print Date: April 26, 2022 Page Setup Name: ---- Paper Size: ANSI A (8.50 x 11.00 Inches) Plot Orientation: Landscape Plot Scale: 0.3869 Plot Style Table: ----
SHEET SET INFORMATION: Sheet Set Name: Sheet Set Sheet Set Description: ----

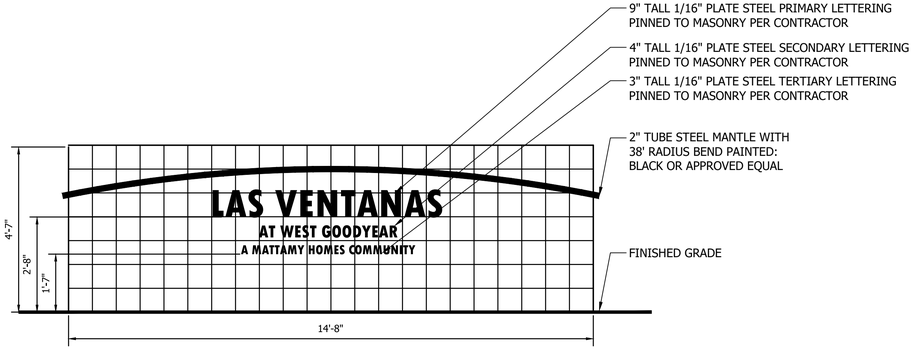


NOTE:
1. ALL LETTERING TO BE GROUND LIT. REFER TO ELECTRICAL PLANS FOR FIXTURES AND LOCATIONS.
2. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO FABRICATION OR INSTALLATION

1 PRIMARY ENTRY MONUMENT

1/2" = 1'-0"

P-RE-LAS-64



NOTE:
1. ALL LETTERING TO BE GROUND LIT. REFER TO ELECTRICAL PLANS FOR FIXTURES AND LOCATIONS.
2. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO FABRICATION OR INSTALLATION

2 SECONDARY ENTRY MONUMENT

1/2" = 1'-0"

P-RE-LAS-66

CVL CONSULTANTS
4550 N. 12th Street
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Civil Engineering
Water Systems
Wastewater Treatment
Land Planning
Energy
Land Survey
Landscape Architecture
Construction Management

OWNER / DEVELOPER

MATTAMY HOMES
9200 E PIMA CENTER PKWY
PHOENIX, AZ 85258
CONTACT: VINCE HERNANDEZ
PHONE: 480.302.6080

LANDSCAPE ARCHITECT

Project Manager: Colin Hanson
COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
CONTACT: Colin Hanson
PHONE: 602.285.4723
EMAIL: chanson@cvlci.com

PROJECT INFORMATION

Las Ventanas
Phase 1 Revision
POOL AMENITY

CVL JOB# 01-0116204

REVISION HISTORY

SEAL & ISSUE

Registered Landscape Architect
CERTIFICATE
41681
TIMOTHY S.
STARKEY
Date Signed 12-08-21
ARIZONA, U.S.A.
EXP. 12/31/2022

DESIGN: CH
DRAWN: CH
CHECK: TS

DISCIPLINE: LANDSCAPE ARCHITECTURE
DETAILS

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

LH.201
01 of 01

DOCUMENT INFORMATION: Document Author: ---- Document Creation Date: April 11, 2022 Document Last Saved By: ColinH Document Last Saved On: April 11, 2022 Filename: N:\01\01116204\CADD\Phase 1\Pool Amenity\LS.PLANT.dwg Filesize: 1.04 MB
PRINTER INFORMATION: Printed By: Colin Hanson Printer: None Print Date: April 26, 2022 Page Setup Name: ---- Paper Size: ANSI A (8.50 x 11.00 Inches) Plot Orientation: Landscape Plot Scale: 0.3869 Plot Style Table: ----
SHEET SET INFORMATION: Sheet Set Name: Sheet Set Sheet Set Description: ----

ORDINANCE NO. 2022-1553

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING THE PLANNED AREA DEVELOPMENT DISTRICT ZONING ON APPROXIMATELY 159 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF PERRYVILLE ROAD AND DURANGO STREET KNOWN AS LAS VENTANAS TO MODIFY REQUIREMENTS APPLICABLE TO THE PORTION OF THE PROPERTY TO BE DEVELOPED AS RESIDENTIAL INCLUDING THE MAXIMUM LOT COVERAGE FOR RESIDENTIAL LOTS, THE REQUIREMENTS FOR ENTRY MONUMENTS AND THE AMENITIES FOR THE CENTRAL PARK; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, on May 8, 2006, the City Council adopted Ordinance No. 2006-1001, conditionally rezoning approximately 159 acres of property generally located at the northeast corner of Perryville and Durango Street for the development known as Las Ventanas (the “Property”) to the Planned Area Development District requiring the property to be developed in accordance with the Final Planned Area Development for Las Ventanas (the “Las Ventanas PAD”); and,

WHEREAS, on September 25, 2017, the City Council Adopted Ordinance No. 2017-1364, which amended Stipulation Nos. 13, 15, 17 and 55 of Ordinance No. 2006-1001, which addressed the acquisition of right-of-way located outside the boundaries of the Property; the dedication of right-of-way; the construction of half-street improvements; and responsibility for traffic signals at intersections adjacent to the Property and deleted stipulation 18 of Ordinance No. 2006-1001, which required construction of traffic signals at ¼ mile intersections; and,

WHEREAS, on May 23, 2022, council approved two final plats for residential development within the Property, and, although neither plat has been recorded, the portions of the Property included with the approved final plats is being graded under an at-risk grading permit; and

WHEREAS, other than the at-risk grading that is currently being undertaking, no other development activity has occurred on the Property; and,

WHEREAS, the proposed amendment will only affect the development of the approximate 137 acres of the Property that are to be developed as single family residential; and

WHEREAS, the proposed amendment will: increase the Maximum Lot Coverage allowed for the residential lots from 45% to 55%, which would allow the lots to be developed with RV garages upon the residential lots; modify the locations of entry monuments and provide enhanced design elements for such entry monuments; and provide for enhanced amenities in the central open space park; and

WHEREAS, the property is currently zoned Planned Area Development (PAD) with an underlying land use designation of residential; and,

WHEREAS, the General Plan Land Use Plan shows the Property designated as ‘Neighborhood’; and,

WHEREAS, the proposed Planned Area Development Amendment is in conformance with the General Plan and should not adversely impact the surrounding area; and

WHEREAS, city staff finds that the proposed Planned Area Development Amendment will not adversely impact the surrounding area; and

WHEREAS, a Neighborhood Meeting was conducted for this proposal and notice of the application was provided to property owners within 500 feet of the property on July 6, 2022 and a sign advertising the Neighborhood Meeting was posted to the site on July 5, 2022; and,

WHEREAS, the Neighborhood Meeting took place in-person on July 20, 2022 and no opposition was received; and,

WHEREAS, public notice that this rezoning was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on August 17, 2022, appeared in the Arizona Republic Southwest Valley edition on July 29, 2022 and postcards were mailed to adjoining owners on July 26, 2022 and the sign on the site was updated on August 2, 2022 to notify residents of the scheduled public hearing; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on August 17, 2022, and at that meeting the Planning and Zoning Commission voted (7-0) to recommend approval, subject to the proposed stipulations; and

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on August 29, 2022 appeared in the Arizona Republic Southwest Valley Edition July 29, 2022; postcards were mailed to adjoining owners on July 26, 2022; and a sign on the site was updated on August 2, 2022 to notify residents of the scheduled public hearing; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona find the adoption of this Ordinance to be in the best interests of the public interest, health, comfort, convenience, safety, and general welfare of the citizens of the City.

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

SECTION 1. DESCRIPTION OF PROPERTY BEING REZONED/AMENDED

This Ordinance No. 2022-1553 applies to approximately 159.31 acres generally located at the northeast corner of Perryville Road and Durango Street and legally described in that certain document titled “Legal Description,” which document was declared public record by Resolution No. 2022-2264, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the “Property”).

SECTION 2. ADOPTION OF FINDINGS

The clauses set forth above are hereby adopted and incorporated herein by this reference as if fully set forth herein.

SECTION 3. REZONING

The Property is conditionally rezoned from the Planned Area Development District to the Planned Area Development District Amended by amending the Final Planned Area Development Las Ventanas adopted by Ordinance No. 2006-1001 (the "Las Ventanas PAD") and which is declared a public record by Resolution No. 2022-2265 and which is referred to and made a part hereof as if fully set forth in this Ordinance, is hereby amended as follows:

- The "Maximum Lot Coverage" in the Las Ventanas Development Standards Table included in the Las Ventanas PAD is amended as follows:

  Parcel 1 (60 x 115) from 45% to 55%
  Parcel 2 (65 x 120) from 45% to 55%
  Parcel 3 (80 x 130) from 45% to 55%
  Parcel 4 (Commercial) no change – remains at 50%

- The amenities to be constructed within the 5.6 acre park referred to as the Central Open Space in the Las Ventanas PAD shall include, but is not limited to, the following features:

  a) a shade ramada; and
  b) a community pool; and,
  c) a restroom building; and,
  d) a shaded tot lot; and,
  e) a half-basketball court; and,
  f) a shaded seating node; and
  g) a multi-use turf area.

  The resident and recreational amenities to be provided as set forth above may be modified subject to the determination of the City of Goodyear Zoning Administrator, at his/her sole discretion, that the alternatively proposed resident and recreational amenities shall collectively be of an equal or greater quality to those described above.

- The section of the Las Ventanas PAD describing entry features to be constructed (pg 8) and the exhibits reflecting such entry features is deleted and replaced with the following:

  Primary Entry Monuments shall be constructed at the following locations:

  - The corner of Yuma Road and 183rd Avenue and
  - The corner of Perryville Road and Durango Street

  Secondary Entry Monuments shall be constructed at the following locations:

  - The entry into the Property off of Yuma Road
  - The entry into the Property off of Perryville Road

Except as provided herein, the Primary Entry Monuments and the Secondary Entry Monuments shall be designed and constructed in conformance with that certain document titled "Monument Schedule" which document was declared public record by Resolution No. 2022-2264, and which is referred to and made a part hereof as if fully set forth in this Ordinance. The design of the Primary Entry Monuments and Secondary Entry Monuments may be modified upon the determination of the Zoning Administrator or designee that such modifications provide an equal or greater level of quality and that the modified design features incorporated "West Goodyear" in the monuments and includes features consistent with an agrarian theme.

SECTION 4. CONDITIONS AND STIPULATIONS OF THE REZONING

The rezoning of the Property is subject to the following stipulations and conditions:

1) The Property shall be developed in accordance with Ordinance 2006-1001, and the stipulations therein, as modified by Ordinance No. 2017-1364 and the stipulations therein, and as further modified by this Ordinance and the stipulations herein. In the event of any conflict between this Ordinance, and the terms of Ordinance 2006-1001 and/or the terms of Ordinance N0. 2017-1365, the term of this Ordinance shall apply; and
2) The portion of the Property where the 5.6 acre park referred to as the Central Open Space in the Las Ventanas PAD (the "Central Community Park") shall be included in the first recorded final plat subdividing all or part of the Property, and no Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for any structure within the Property, except for model homes, until the Central Community Park, with the amenities discussed above, is substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and
3) Prior to the recordation of the first final plat subdividing all or part of the Property, Owner shall form a homeowners' association ("HOA") for the Property, with said HOA owning and maintaining all private open space areas; common areas, and all amenities and enhancements described above, except that the HOA shall not own, any of the enhancements or amenities located within right-of-way conveyed to the City of Goodyear in fee, but shall be responsible for maintaining such amenities and enhancements. With respect to the paths and trails the HOA is responsible for maintaining, the HOA shall ensure that they are cleared, visible, and safely accessible to all users. The HOA shall also be responsible for maintaining all landscaping within street right-of-way within or abutting the Property except for landscaping within medians located within any arterial street. A note shall be placed on each final plat indicating HOA ownership and/or maintenance responsibilities of these private tracts and public rights-of-way landscaping; and
4) The Public Sales Reports for the Property, all final plats subdividing all or part of the property, and all rental agreements for the rental of any unit

within the Property shall disclose that the Property is subject to noise, cheering, paddles making contact with balls, bouncing balls, splashes and other loud noises commonly associated with recreation centers, parks and the like; and

SECTION 5. ABRIDGMENT OF OTHER LAWS

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 3 of this Ordinance by the adoption of that certain document titled, "Supplementary Zoning Map No. 22-12," declared a public record by Resolution 2022-2264, and which is referred to and made a part hereof as if fully set forth in this Ordinance, and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 6. AMENDMENT TO ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 3 of this Ordinance by the adoption of that certain document titled, "Supplementary Zoning Map No. 22-12," declared a public record by Resolution 2022-2264, and which is referred to and made a part hereof as if fully set forth in this Ordinance, and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 7. CORRECTIONS

The Zoning Administrator, City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 8. SEVERABILITY

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of the ordinance or parts thereof.

SECTION 9. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 10. PENALTIES

Any person who violates and provision of this ordinance shall be subject to penalties set forth in Section 1-2-3 of the City of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:
Section 1-2-3 Violations and Penalties

A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, **building**, **structure**, sign, landscaped area, **parking lot** or fence, or to permit the use of any **lot** or land contrary to, or in violation of any provisions of this **Ordinance**, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this **Ordinance** or is unspecified and not classified by the **Zoning Administrator** is prohibited in any **district**.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (**Person**). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

D. Penalty. Any **Person** who violates any of the provisions of this **Ordinance** and any **amendments** there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000) per offense; or

2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the City of Goodyear Municipal Court for violations hereunder

SECTION 11. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

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

_____
Joe Pizzillo, Mayor

Date: _____

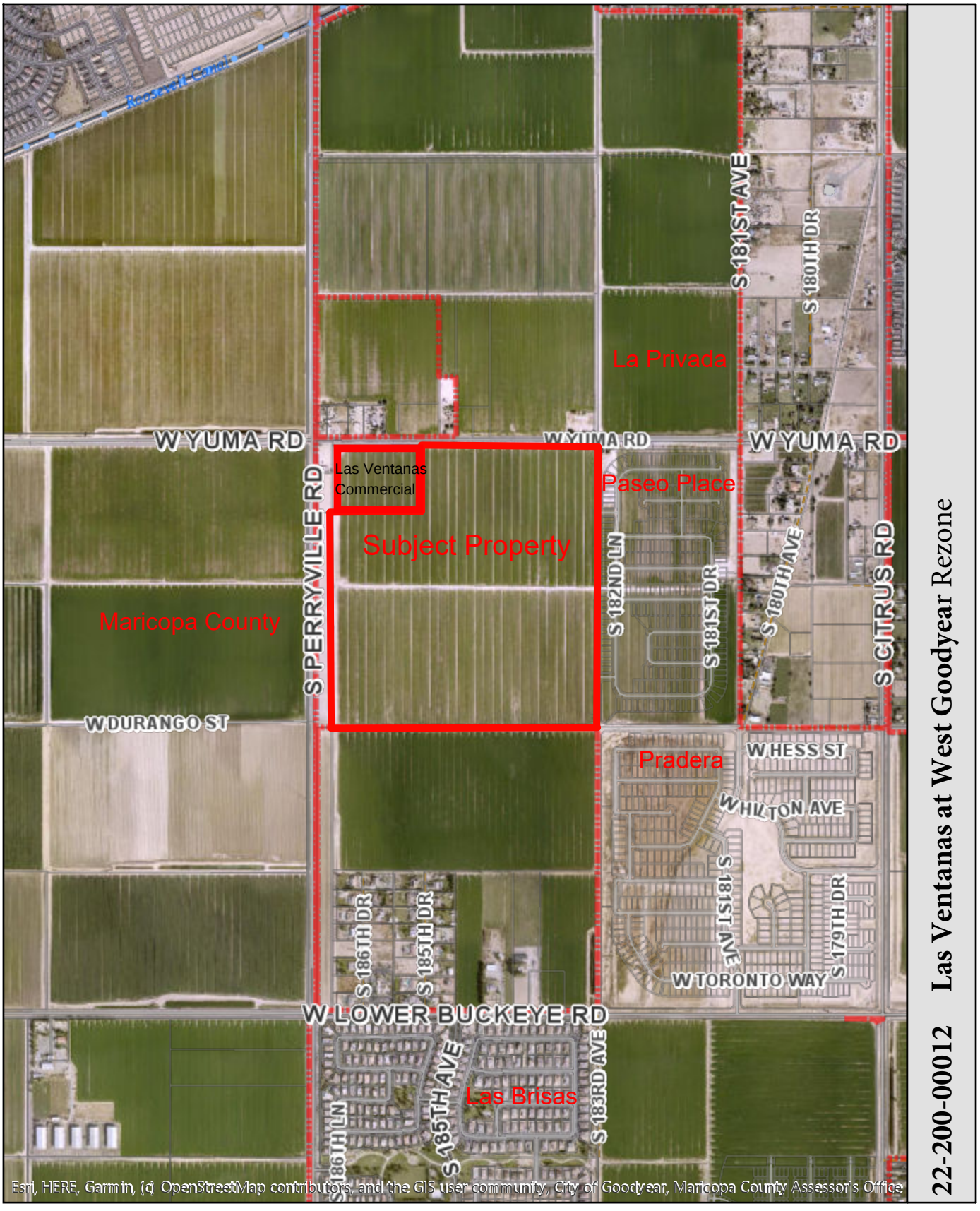
ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Las Ventanas at West Goodyear Rezone
South of Yuma Road
East of Perryville Road



22-200-00012 Las Ventanas at West Goodyear Rezone

PAD AMENDMENT

Narrative

Las Ventanas

Goodyear, Arizona

May 12, 2022

Prepared by:

ROSE LAW GROUP pc
RICH ▪ CARTER ▪ FISHER

7144 E. Stetson Drive, Suite 300
Scottsdale, AZ 85251
(480) 240-5648

Prepared for:

mattamy HOMES

9200 E. Pima Center Parkway, Suite 160
Phoenix, Arizona 85258

I. Purpose of Request

"Las Ventanas" is a planned residential and neighborhood commercial development on approximately 151 net acres of agricultural land located at the southeast corner of Perryville Road and Yuma Road in the City of Goodyear (the "City") (see **Exhibit 1 – Context Map** attached hereto). The *Las Ventanas* Planned Area Development ("PAD") was approved by the City in 2006 via Ordinance No. 2006-1001 (Case No. 05-200-00023) which gave the subject property its current "PAD" zoning. A subsequent PAD Amendment was approved by the City in 2017 via Ordinance No. 2017-1364.

Mattamy Homes ("Mattamy") is the owner of the residential portion of *Las Ventanas* (approximately 137 net acres), which is being subdivided through the City into four parcels with three distinct lot sizes in conformance with the *Las Ventanas* PAD. Mattamy has years of experience building new home communities throughout the Phoenix metro area and is excited to bring this new, high-quality residential community to the City.

The *Las Ventanas* PAD established the governing lot development standards for the residential parcels. As Mattamy has worked to develop the proposed housing product offerings for *Las Ventanas*, it has become evident that the 45% maximum lot coverage established by the *Las Ventanas* PAD back in 2006 is inadequate to accommodate housing product that meets the needs and demands of today's homebuyers.

Therefore, the purpose of this PAD Amendment application (as further outlined in Section II below) is to request an Amendment of the *Las Ventanas* PAD to increase the maximum lot coverage for the residential parcels from 45% to 55%.

II. Description of Proposed PAD Amendment

Amended Lot Coverage

The Property is currently zoned "PAD" and is part of the *Las Ventanas* PAD, originally approved by the City in 2006 as Case No. 05-200-00023. As indicated above, the *Las Ventanas* PAD established the governing lot development standards for the residential parcels. It should be noted that the Las Ventanas PAD identifies three (3) total residential parcels. Through the Final Plat process Mattamy has configured the same residential acreage into four (4) total residential parcels instead and changed the parcel numbering (see **Table 1** below).

As Mattamy has worked to develop the proposed housing product offerings for *Las Ventanas*, it has become clear that the 45% maximum lot coverage established by the *Las Ventanas* PAD is inadequate to accommodate housing product that meets the needs and demands of today's homebuyers. Mattamy is therefore proposing to amend the *Las Ventanas* PAD to increase the maximum lot coverage for the residential parcels from 45% to 55%. All other lot development standards will remain unchanged. The resulting lot development standards would be as outlined in **Table 1** below (changes to the approved PAD lot development standards are noted in **bold**):

Table 1 - *Las Ventanas* Development Standards Table

Standard	Parcel 1 80 x 130	Parcel 2 65 x 120	Parcel 3 60 x 120	Parcel 4 60 x 120	Commercial Parcel
Minimum Lot Area	10,000 sf	7,800 sf	7,200 sf	7,200 sf	10,000 sf

Minimum Lot Width	80’	65’	60’	60’	150’
Minimum Lot Depth	130’	120’	120’	120’	N/A
Maximum Lot Coverage	**55%**	**55%**	**55%**	**55%**	50%
Minimum Front Yard Setback	18’(1)(2) Front Loaded Garage 10’ (1) Side Loaded Garage or Living Area	18’(1)(2) Front Loaded Garage 10’ (1) Side Loaded Garage or Living Area	18’(1)(2) Front Loaded Garage 10’ (1) Side Loaded Garage or Living Area	18’(1)(2) Front Loaded Garage 10’ (1) Side Loaded Garage or Living Area	30’
Minimum Rear Yard Setback	20’(3)(4)	20’(3)(4)	20’(3)(4)	20’(3)(4)	20’; 30’ next to residential including 20-foot landscape tract (5)
Minimum Side Yard Setback	5’/10’	5’/10’	5’/10’	5’/10’	20’; 30’ next to residential including 20-foot landscape tract (5)
Minimum Distance Between Houses	15’	15’	15’	15’	NA
Minimum Street-Side Setback	10’	10’	10’	10’	30’
Maximum Height	30’	30’	30’	30’	35’ / 1-story

(1) To front property line.
(2) Front Yard Setbacks on Parcels 1-4 shall be staggered a minimum of 2’, and no more than two adjacent homes shall share the same front setback.
(3) Homes next to arterials shall be a minimum of 30’ from the arterial right-of-way.
(4) Homes next to commercial parcel shall be a minimum of 30’ from commercial property line.
(5) Commercial buildings may have a 0’ rear or side setback between buildings.

Justification

The requested lot coverage increase is justified for the following reasons:

1. The maximum lot coverage for the residential parcels proposed by this PAD Amendment is more consistent with the City’s current Zoning Ordinance, which would allow a 60% maximum lot coverage for the two smaller lot sizes in Parcels 2, 3 and 4 (based on the City’s current R1-6 base zoning district). Mattamy doesn’t need the full 60% and is therefore proposing only 55%, which would then be applied to the larger lot size in Parcel 1 as well. Overall, the result is a

maximum lot coverage for *Las Ventanas* that is more in line with the City's current Zoning Ordinance and will allow Mattamy to deliver a housing product that meets the needs and demands of today's homebuyers.

2. Mattamy has increased the minimum lot size over and above what is contemplated in the *Las Ventanas* PAD by eliminating the 60' x 115' minimum lot size in favor of a 60' x 120' minimum lot size.

3. Mattamy is increasing the level of amenities in *Las Ventanas*, over and above what is currently contemplated in the PAD, including the addition of a community pool (see **Exhibit 2 – Conceptual Pool Amenity Plan** attached hereto). This new amenity area in anticipated to include a community pool and restroom building, a shaded tot lot, half-basketball court, and various shaded seating nodes. The landscape plans currently being processed through the City will be updated to reflect this.

4. Mattamy is working with the City to revise some of the proposed entry monumentation for *Las Ventanas* to incorporate the West Goodyear name and theming as described in more detail in Section III below.

III. Incorporation of West Goodyear Monumentation & Theming

The entry monumentation for *Las Ventanas* has been re-designed to add the "West Goodyear" name and incorporate some of the West Goodyear Streetscape design elements, including the use of split rail fencing at the primary entry monuments (see **Exhibit 3 – Entry Monument Details** attached hereto).

As indicated on **Exhibit 4 – Entry Monument Location Plan** attached hereto, the secondary entry monuments located at the project's Yuma Road and Perryville Road entrances will feature the "West Goodyear" name. Additionally, the primary entry monuments located at the northeast and southwest corners of the project will feature both the "West Goodyear" name and the use of split rail fencing. These changes will help make *Las Ventanas* look and feel like a part of the West Goodyear area.

IV. Rezoning Evaluation Criteria

This PAD Amendment request for *Las Ventanas* responds to the rezoning evaluation criteria outlined in Section 1-3-1.D.3 of the City's Zoning Ordinance:

a. Consistency with the goals, objectives, policies, and future land use map of City's General Plan; consideration of current market factors, demographics, infrastructure, traffic, and environmental issues; and if conditions have changed significantly since the Plan was adopted;

This PAD Amendment request is consistent with the goals, objectives, policies, and development standards of the General Plan, as well as the *Las Ventana*'s existing "Neighborhood" General Plan land use designation. It should be noted that the only change to the *Las Ventanas* PAD that will occur with this request is a slight increase in the maximum lot coverage.

b. *Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district;*

Las Ventanas is zoned PAD and already approved for single-family residential development. This request does not make any changes to the approve use, for which the subject property has been deemed suitable by the City. No significant changes have occurred to the existing conditions of the subject property since the original PAD approval.

c. *Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of such things as land suitability, environmental impacts, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential impact on property values;*

As previously indicated, *Las Ventanas* is zoned PAD and already approved for single-family residential development. This request does not make any changes to the approve use, which the City has already deemed to be compatible with the surrounding uses and zoning.

d. *Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under proposed zoning district would be better suited to the subject property than the uses allowed under current zoning;*

As previously indicated, this request does not change the subject property's existing PAD zoning or the approved single-family residential land use. This use is consistent and compatible with the other single-family residential and larger-acreage residential lots in the surrounding area.

e. *Demand for the types of uses permitted in the proposed zoning district in relation to amount of land currently zoned and available to accommodate the demand;*

As previously indicated, this request does not change the subject property's existing PAD zoning or the approved single-family residential land use. There is a very high demand in the market currently for this use and not enough supply to satisfy that demand. The lot coverage increase proposed with this request will make *Las Ventanas* even more attractive to homebuyers.

f. *Demands for public services that will be generated by the uses permitted in the proposed zoning district and requirements for meeting such demands in terms of public infrastructure and facilities and other capital equipment, such as water supplies, water treatment, storage, and distribution facilities, wastewater treatment, recharge and distribution facilities, streets, bridges, schools, and emergency services facilities and equipment;*

This request is not changing the approved single-family land use nor the approved density. Therefore, this request has no additional impact on public infrastructure, water and wastewater facilities, schools, police, fire, or other emergency services.

g. *Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided;*

The majority of the infrastructure and utilities required for the development of *las Ventanas* are already in place and the City is already providing the required public services in the area. Again, this request will not change the approved single-family land use nor the approved density

h. General public's concerns;

As of the submittal of this application, Mattamy is not aware of any significant public concerns. It is however understood that the City will route this application to various stakeholders and the adjacent property owners will be notified. Mattamy will therefore work to resolve any concerns that may arise.

i. Whether the amendment promotes orderly growth and development; and

This request will help promote orderly growth and development by allowing Mattamy to offer housing products that are in high demand by today's homebuyers in this market. The *Las Ventanas* development was planned for and approved over 15 years ago and the majority of the infrastructure necessary to serve it is already in place.

j. Any other factors related to the impact of the amendment on the general health, safety, and welfare of the citizens of the City and the general public.

This request will have no adverse impact on the health, safety, or welfare of the citizens of the City or the general public.

V. Conclusion

In summary, the requested Amendment to the *Las Ventanas* PAD is not changing the approved single-family residential land use or the approved density. It will simply increase the maximum lot coverage, allowing Mattamy to provide housing products that are in high-demand and short supply in the current housing market. In consideration of this request, Mattamy is enhancing the amenity package at *Las Ventanas* through the addition of a community pool, and updating its entry monumentation to incorporated the "West Goodyear" name and design elements.

The PAD Amendment proposed with this request is compatible and appropriate for this location and is consistent with the subject property's existing "Neighborhood" General Plan land use designation, as well as the overall goals, policies, and development standards of the General Plan.

Exhibit 1 – Context Map

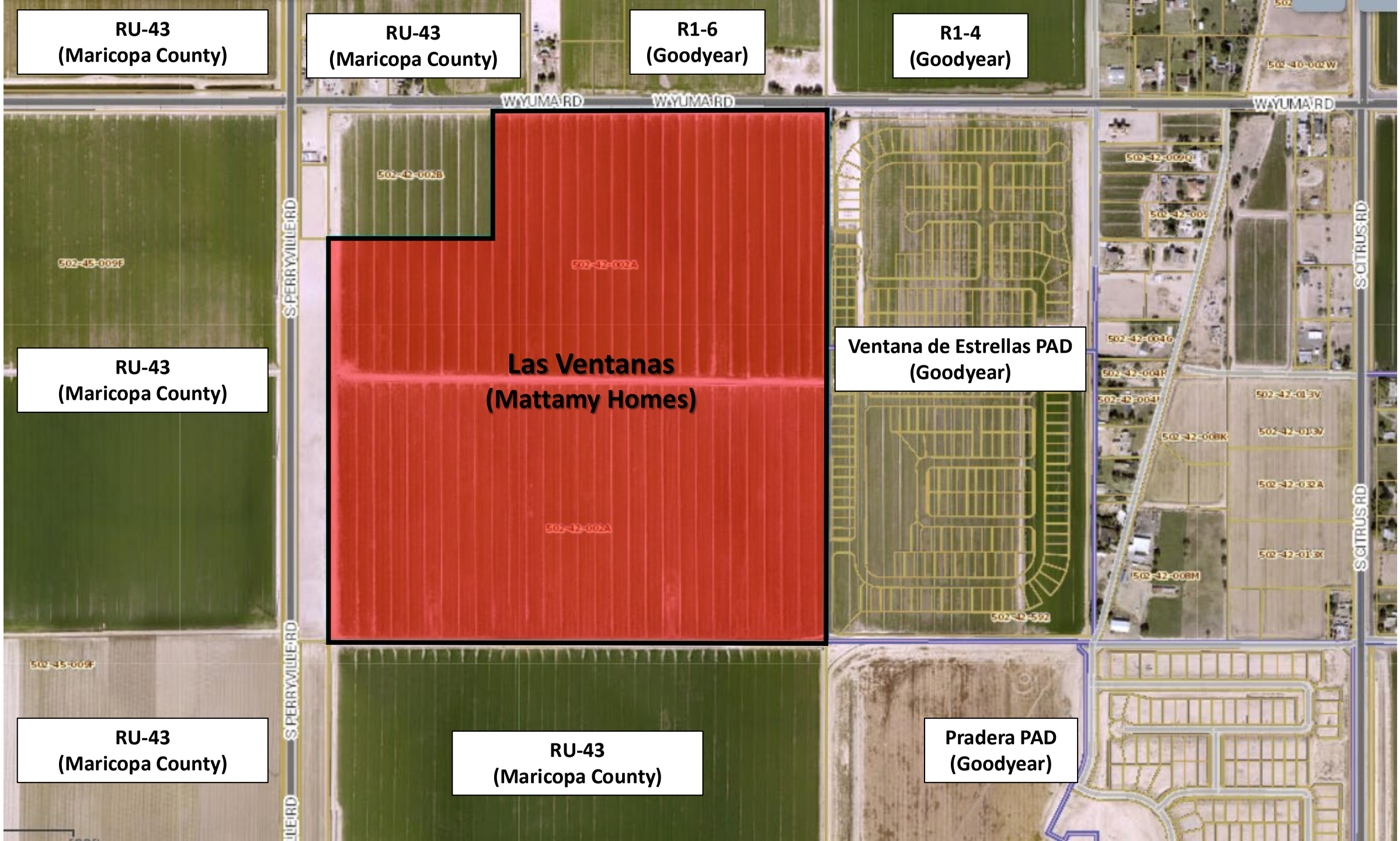
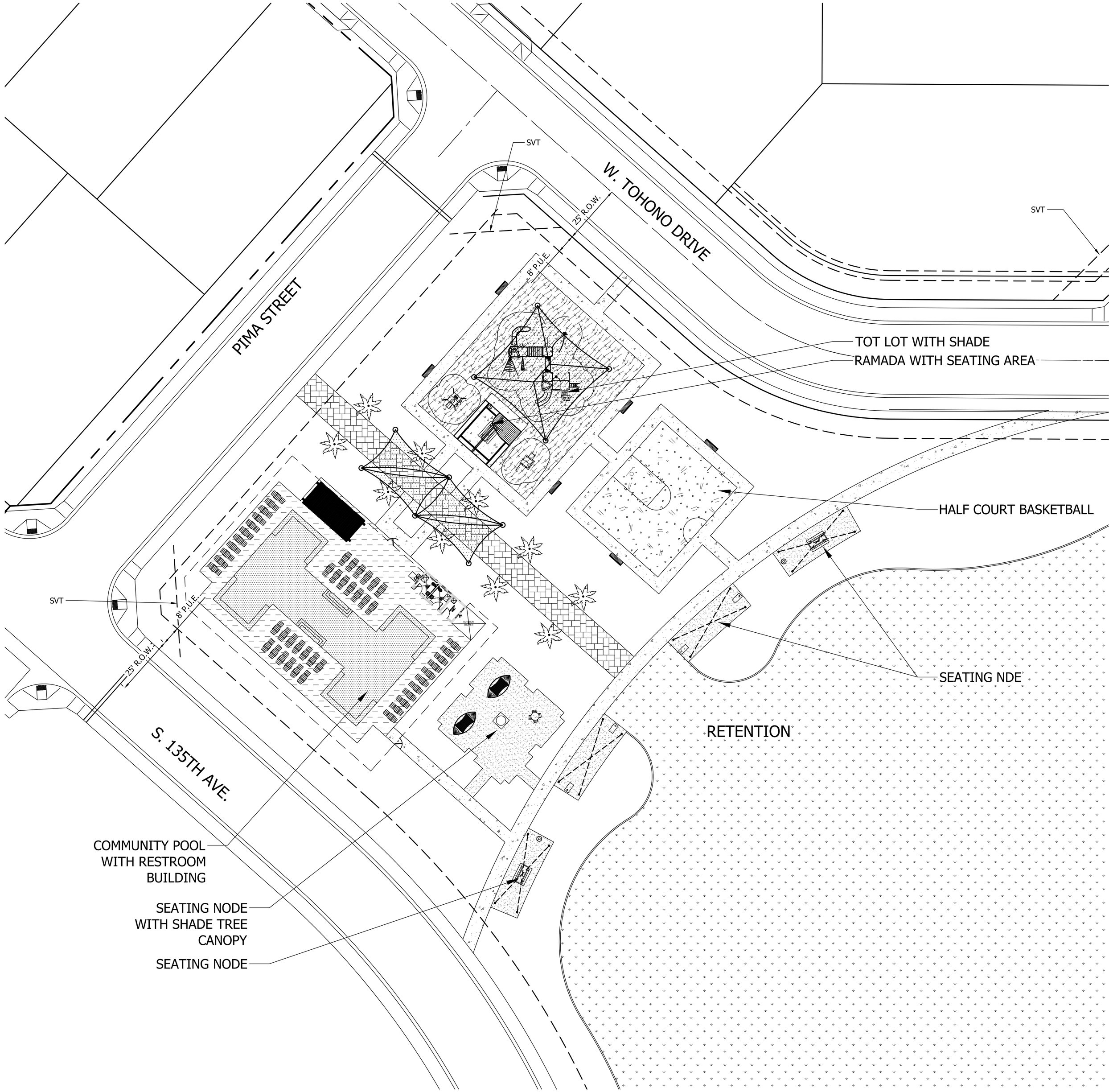

RU-43
(Maricopa County)
RU-43
(Maricopa County)
R1-6
(Goodyear)
R1-4
(Goodyear)
WYUMA RD
WYUMA RD
WYUMA RD
S PERRYVILLE RD
S CITRUS RD
Las Ventanas
(Mattamy Homes)
Ventana de Estrellas PAD
(Goodyear)
RU-43
(Maricopa County)
RU-43
(Maricopa County)
RU-43
(Maricopa County)
Pradera PAD
(Goodyear)

Exhibit 2 – Conceptual Pool Amenity Plan



NOTE: AMENITY REVISIONS AS SHOWN ARE CONCEPTUAL IN NATURE AND ARE SUBJECT TO CHANGE AT FINAL DESIGN. DESIGN IS INTENDED FOR DESIGN INTENT ONLY.

NORTH

SCALE: 1" = 20'

0 20 40 60 feet

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602) 263-1100

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Phoenix, AZ, 85014
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fax 602.264.0928
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Water Systems
Wastewater Treatment
Land Planning
Energy
Land Survey
Landscape Architecture
Construction Management

OWNER / DEVELOPER

MATTAMY HOMES
9200 E PIMA CENTER PKWY
PHOENIX, AZ 85258
CONTACT: VINCE HERNANDEZ
PHONE: 480.302.6080

LANDSCAPE ARCHITECT

Project Manager: Colin Hanson
COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
CONTACT: Colin Hanson
PHONE: 602.285.4723
EMAIL: chanson@cvlci.com

PROJECT INFORMATION

Las Ventanas
Phase 1 Revision
POOL AMENITY

CVL JOB# 01-0116204

REVISION HISTORY

SEAL & ISSUE

Registered Landscape Architect CERTIFICATE 41681 TIMOTHY S. STARKEY, PE Date Signed 12-08-21 ARIZONA, U.S.A.

EXP. 12/31/2022

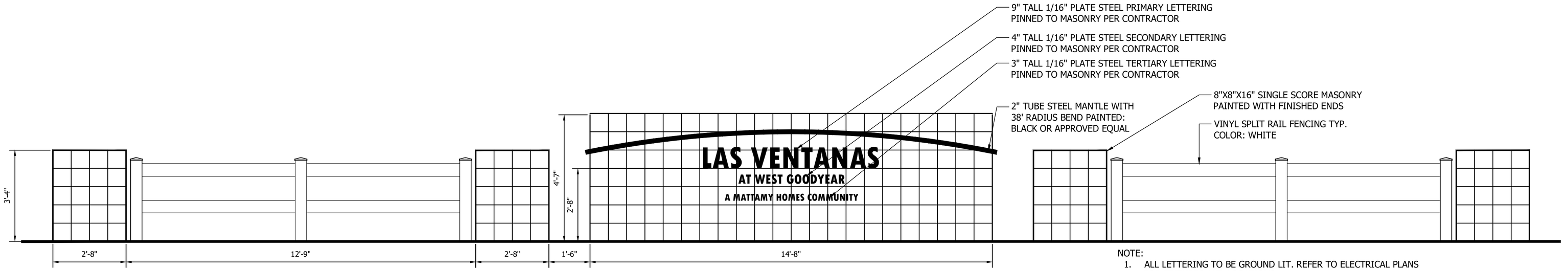
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DRAWN: CH
CHECK: TS

DISCIPLINE: LANDSCAPE ARCHITECTURE
PROPOSED AMENITY REV.

LH.102
01 of 01

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PRINTER INFORMATION: Printed By: Colin Hanson Printer: None Print Date: April 26, 2022 Page Setup Name: ---- Paper Size: ANSI A (8.50 x 11.00 Inches) Plot Orientation: Landscape Plot Scale: 0.3869 Plot Style Table: ----
SHEET SET INFORMATION: Sheet Set Name: Sheet Set Sheet Set Description: ---- Filename: N:\01\0116204\CADD\Phase 1\Pool Amenity\LS.PLANT.dwg Filesize: 1.04 MB

Exhibit 3 – Entry Monument Details

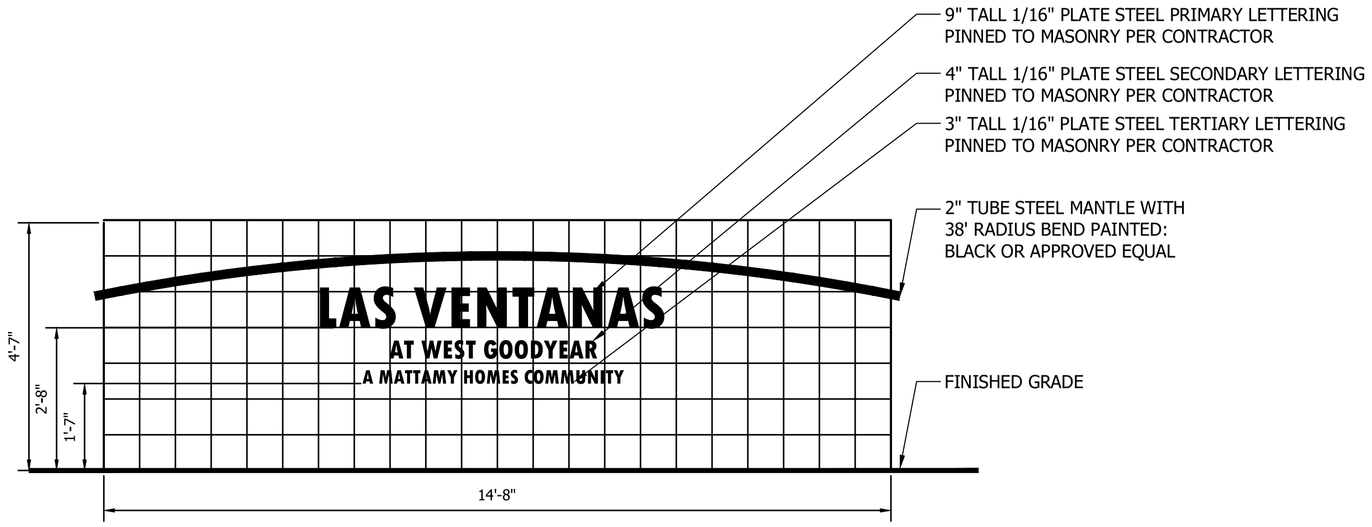


NOTE:
1. ALL LETTERING TO BE GROUND LIT. REFER TO ELECTRICAL PLANS FOR FIXTURES AND LOCATIONS.
2. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO FABRICATION OR INSTALLATION

1 PRIMARY ENTRY MONUMENT

1/2" = 1'-0"

P-RE-LAS-64



NOTE:
1. ALL LETTERING TO BE GROUND LIT. REFER TO ELECTRICAL PLANS FOR FIXTURES AND LOCATIONS.
2. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO FABRICATION OR INSTALLATION

2 SECONDARY ENTRY MONUMENT

1/2" = 1'-0"

P-RE-LAS-66

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Phoenix, AZ, 85014

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fax 602.264.0928
web www.cvlci.com

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Land Survey
Landscape Architecture
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OWNER / DEVELOPER

MATTAMY HOMES
9200 E PIMA CENTER PKWY
PHOENIX, AZ 85258
CONTACT: VINCE HERNANDEZ
PHONE: 480.302.6080

LANDSCAPE ARCHITECT

Project Manager: Colin Hanson
COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
CONTACT: Colin Hanson
PHONE: 602.285.4723
EMAIL: chanson@cvlci.com

PROJECT INFORMATION

Las Ventanas
Phase 1 Revision
POOL AMENITY

CVL JOB# 01-0116204

REVISION HISTORY

SEAL & ISSUE

Registered Landscape Architect
CERTIFICATE
41688
TIMOTHY S.
STARKEY
Date Signed 12-08-21
ARIZONA, U.S.A.

EXP. 12/31/2022

DESIGN: CH
DRAWN: CH
CHECK: TS

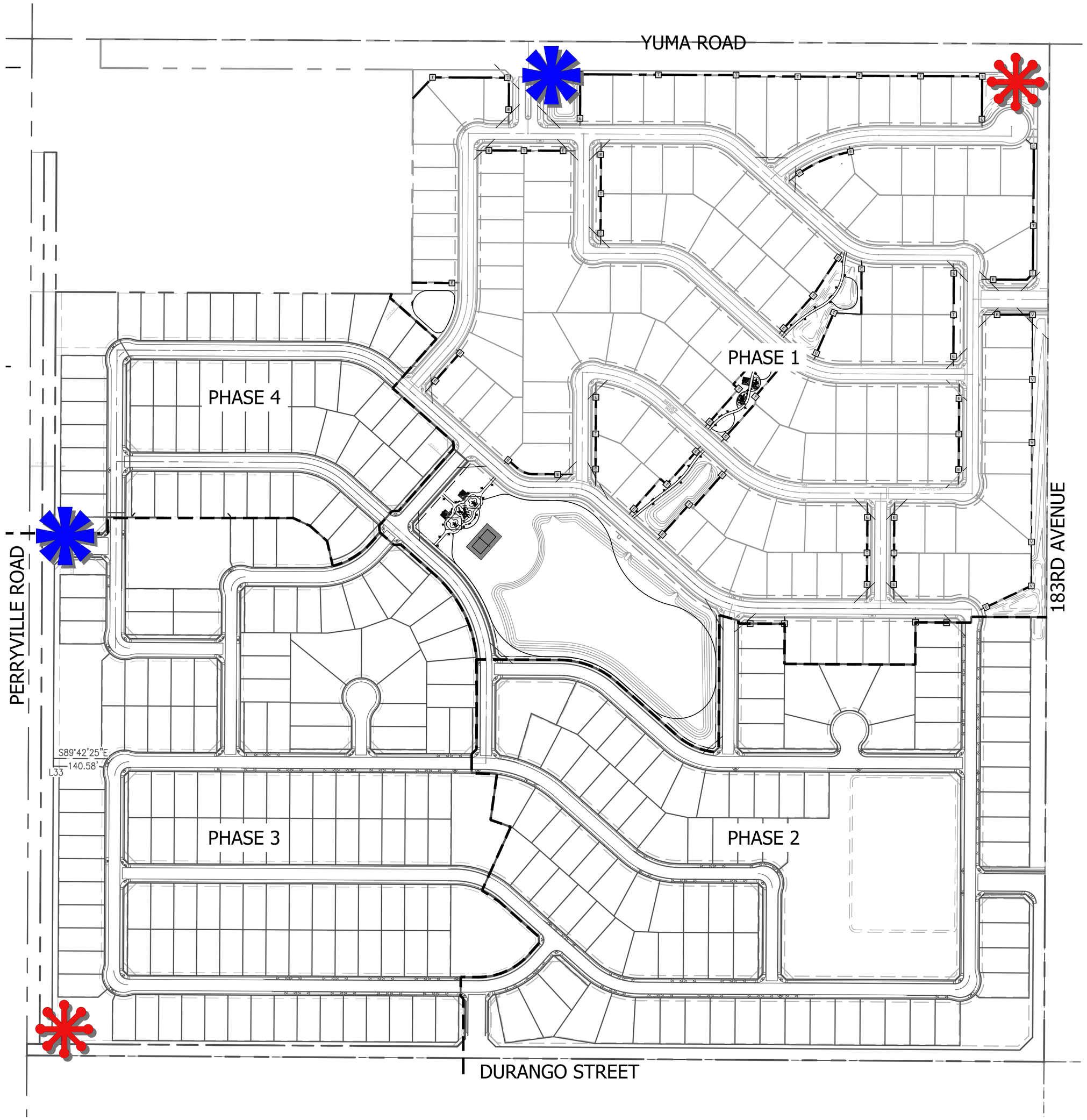
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DETAILS

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

LH.201
01 of 01

DOCUMENT INFORMATION: Document Author: ---- Document Creation Date: April 11, 2022 Document Last Saved By: ColinH Document Last Saved On: April 11, 2022 Filename: N:\01\0116204\CADD\Phase 1\Pool Amenity\LS.PLANT.dwg Filesize: 1.04 MB
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SHEET SET INFORMATION: Sheet Set Name: Sheet Set Sheet Set Description: ----

Exhibit 4 – Entry Monument Location Plan



MONUMENT SCHEDULE

PRIMARY ENTRY MONUMENT

SECONDARY ENTRY MONUMENT

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CELEBRATING 60 YEARS
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Phoenix, AZ, 85014

phone 602.264.6831
fax 602.264.0928
web www.cvlci.com

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Wastewater Treatment
Land Planning
Energy
Land Survey
Landscape Architecture
Construction Management

OWNER / DEVELOPER
LAS VENTANAS I, LLC
TAIT DEVELOPMENT, INC.
3131 E. CAMELBACK RD., SUITE 310
PHOENIX, AZ. 85016
PHONE: (602) 522-1901
CONTACT: TOM TAIT, JR

LANDSCAPE ARCHITECT
EARL SWETLAND
4550 N 12TH STREET
PHOENIX, AZ 85014
PHONE: 602.264.6831
EMAIL: ESWETLAND@CVLCI.COM

ENGINEER
HEIDI TILSON, P.E.
4550 N 12TH STREET
PHOENIX, AZ 85014
PHONE: 602.264.6831
EMAIL: HTILSON@CVLCI.COM

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PROJECT INFORMATION

LAS VENTANAS
PARCEL 1
GOODYEAR, ARIZONA 85395

CVL JOB # 0116204

Call at least two full working days before you begin excavation
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

REVISION HISTORY

SEAL & ISSUE

100%

DESIGN: ES
DRAWN: --
CHECK: ES

REGISTERED LANDSCAPE ARCHITECT
21411
EARL J. SWETLAND
Date Signed 4/26/22
ARIZONA, U.S.A.

DISCIPLINE: LANDSCAPE ARCHITECTURE

SIGN LOCATION PLAN

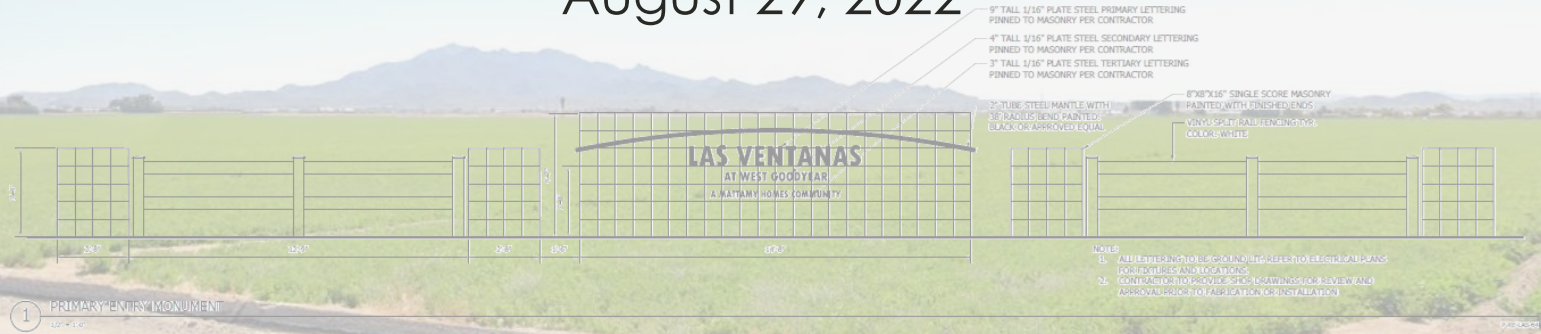
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LH.001
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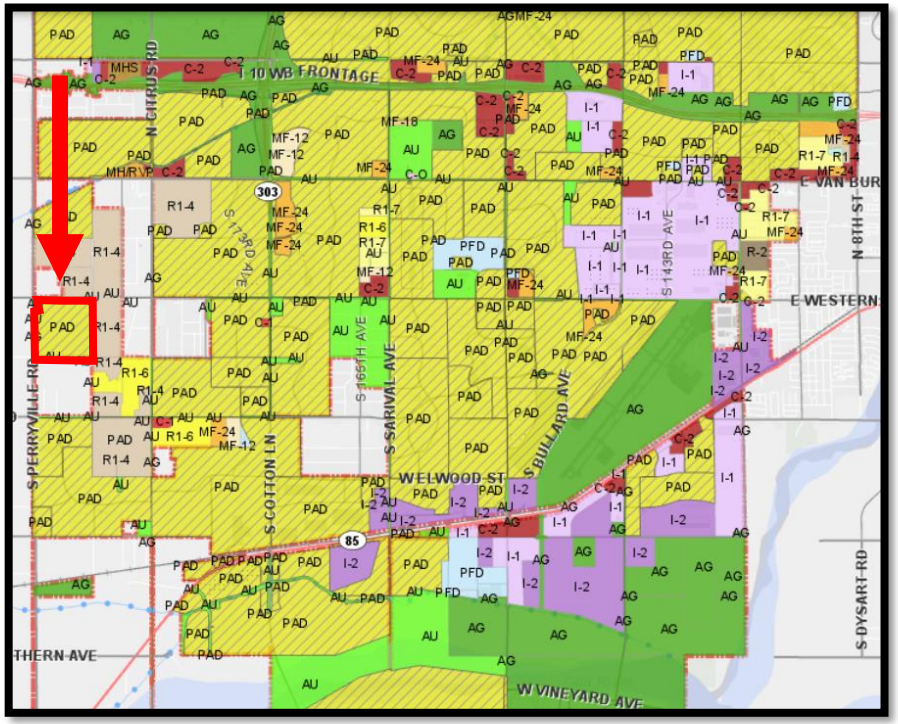
Las Ventanas at West Goodyear PAD Amendment

City Council Meeting
August 29, 2022



Location

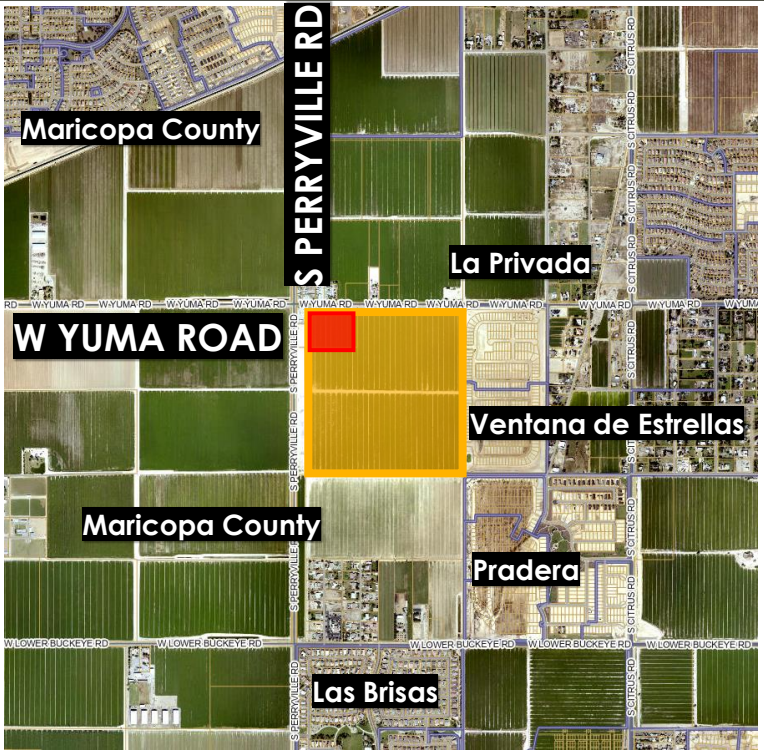
- West Goodyear
- Approximately 159 Acres
- Currently zoned Planned Area Development (PAD)
  - Underlying Residential and Commercial zoning



Specific Location

ZOOMED IN

- NEC of Durango Street and Perryville Road
  - North
    - County Island and rural residential
    - Future La Privada
  - South
    - Vacant county island
  - East
    - Ventana De Estrellas (formerly Paseo Place)
  - West
    - County island in Buckeye Planning Area



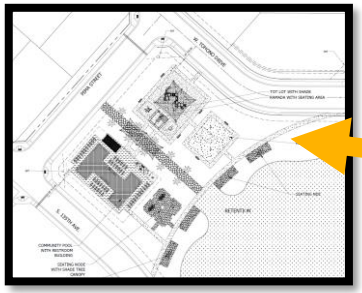
PAD Amendment

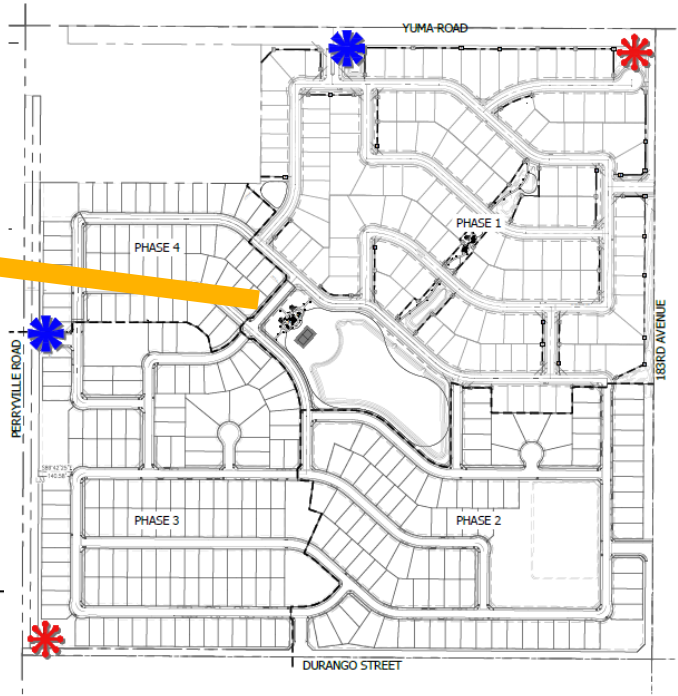
REQUESTED MODIFICATIONS

Increase Maximum Lot Coverage to 55%

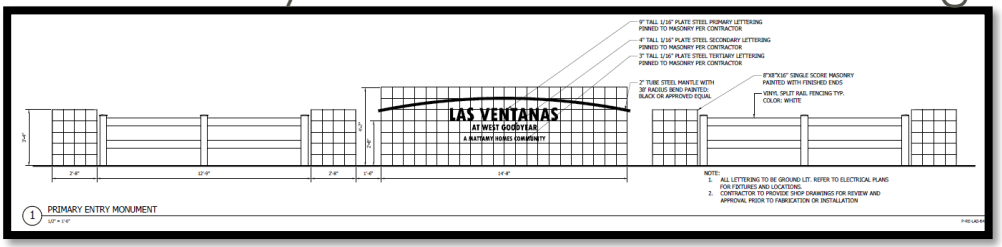


Upgraded Central Amenity and Pool





West Goodyear Monument and Theming



MONUMENT SCHEDULE

- PRIMARY ENTRY MONUMENT
- SECONDARY ENTRY MONUMENT

*Images Conceptual In Nature

Las Ventanas at West Goodyear

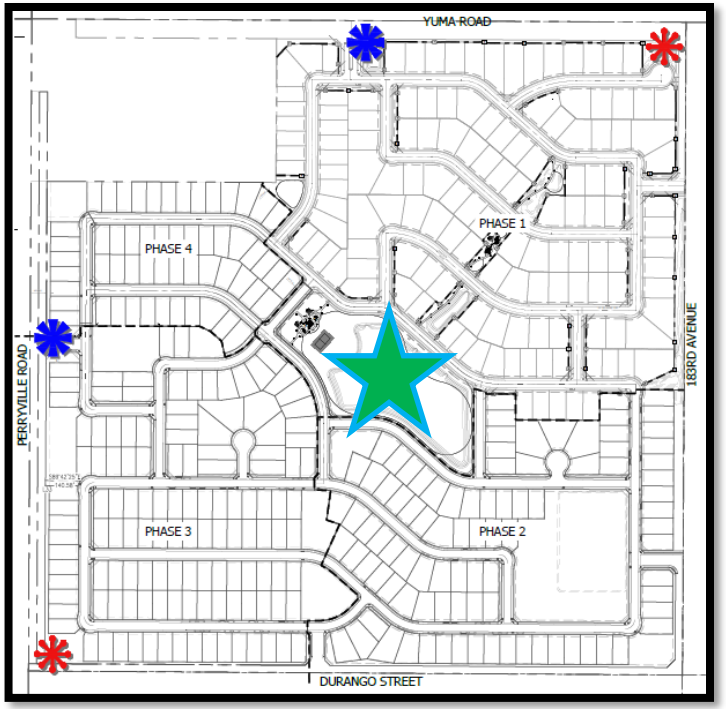
PUBLIC PARTICIPATION

- Citizen Review and Public Hearing processes were followed
  - Notices were mailed to surrounding property owners
  - Sign was posted on the property
  - Legal advertisement was published in the newspaper
- Neighborhood meeting held on July 20th 2022
- The Planning and Zoning Commission recommended approval (7-0) on August 17th 2022
- No public opposition to date

Recommendation

APPROVAL SUBJECT TO STIPULATIONS

- Approval to Rezone:
  - From Planned Area Development (PAD)
    - Residential Maximum Lot Coverages of 45%
  - To Planned Area Development (PAD) Amended
    - Residential Maximum Lot Coverages of 55%
    - Additional Amenities
      - Amenity - Pool and Central Amenity Enhancements
      - Streetscape Elements – West Goodyear Theming



*Applicant Provided Renderings


CITY OF
Goodyear

LAS VENTANAS

A MATTAMY HOMES COMMUNITY

Planned Area Development Amendment

Case No. 22-200-00012

AUGUST 2022





Las Ventanas

MASTER PLAN

Legend

- 80' x 130'
- 65' x 120'
- 60' x 120'
- Phase Line
- Primary Entry Monument
- Secondary Entry Monument
- Mailbox

Lot Mix

Phase	60'x120'	65'x120'	80'x130'	Grand Total
1	22	19	96	137
2	0	91	0	91
3	128	0	0	128
4	56	0	0	56
Total	**206**	**110**	**96**	**412**

19 July 2022

N:\01\16204\Graphics\Exhibits\Las Ventanas - Master Plan.indd

CVL CONSULTANTS

LAS VENTANAS

- Only 1 Change to PAD Requested by Mattamy:
  - Increase Lot Coverage from 45% to 55%
- City's Current Zoning Ordinance Provides for 60%
- Will Allow Greater Diversity in Housing Product Offerings






SIDING
(SW7605 GALE FORCE)

LAS VENTANAS

- PAD Enhancements for City/Community:
  - Addition of Community Pool Amenity
  - “West Goodyear” Themed Entry Monuments
- Win-Win!

LAS VENTANAS



ITEM #: 20.
DATE: 08/29/2022
AI #:1027

CITY COUNCIL ACTION REPORT

SUBJECT: REZONE APPROXIMATELY 10.71 ACRES GENERALLY LOCATED SOUTH OF MCDOWELL ROAD NEAR THE 183RD AVENUE ALIGNMENT TO I-2 FOR MCDOWELL AND 183

STAFF PRESENTER(S): Guadalupe Ortiz Cortez, Assistant Planner

SUMMARY

This is a Public Hearing for and consideration of a request to rezone approximately 10.71 acres generally located south of McDowell Road near the 183rd Avenue alignment from 3.34 acres of I-1 (Light Industrial) and 6.63 acres of I-2 (General Industrial) to 10.71 acres of I-2 (General Industrial).

Recommendation

1. ADOPT RESOLUTION NO. 2022-2263 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AN INCORPORATED BY REFERENCE IN ORDINANCE 2022-1552 AND FILED WITH THE CITY CLERK RELATED TO THE REZONING OF APPROXIMATELY 10.71 ACRES TO BE KNOWN AS MCDOWELL AND 183RD.

2. ADOPT ORDINANCE NO. 2022-1552 CONDITIONALLY REZONING APPROXIMATELY 10.71 ACRES OF PROPERTY LOCATED SOUTH OF MCDOWELL ROAD ALONG THE 183RD AVENUE ALIGNMENT TO BE KNOWN AS MCDOWELL AND 183RD; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Guadalupe Ortiz-Cortez, Assistant Planner).

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The most recent ordinance re-zoning the Property was Ordinance, 2017-1362, which rezoned the western 3.34 acres of the Property I-1 (Light Industrial) and the eastern 6.63 acres of the Property I-2 (General Industrial).

The 2025 Goodyear General Plan designated the land use for this property as Neighborhood. Although the I-2 zoning district is inconsistent with the Neighborhood Land Use Designation, for the reasons discussed in the section below regarding General Plan consistency, the proposed rezoning is not-inconsistent with the policies of the General Plan, and because the subject property is less than 20 acres, a General Plan Amendment is not required.

The Planning and Zoning Commission considered this item at their regular meeting of August 17, 2022. The Commission unanimously voted to forward a recommendation of approval to the City Council (7-0 vote).

STAFF ANALYSIS

Current Policy:
A rezoning request requires public review and vote by the Planning and Zoning Commission and the City Council. The proposed rezoning must be in conformance with the General Plan and should not adversely impact the surrounding area. As set forth below, the proposed zoning is will not adversely impact the surrounding area and although it is not consistent with the General Plan Land Use Designation, the proposed rezoning is not inconsistent with the General Plan policies and no amendment to the General Plan is required because the affected property is less than 20 acres.
The net increase of I-2 (General Industrial) zoning, within this property, is minimal at 3.34 acres and does not adversely impact the surrounding area. Stipulations of approval limiting dock-doors have been included with the proposed Ordinance.

Details of the Request:
The applicant is requesting a rezoning for the western 3.34 acres of the Property from the I-1 (Light Industrial) zoning district and a rezoning for the eastern 6.63 acres of the Property from the I-2 (General Industrial) to the I-2 (General Industrial) zoning district to facilitate the development of a Penske a vehicle and truck leasing and rental and sales business under the existing city of Goodyear I-2 (General Industrial) Zoning District. The rezoning of the portion of the Property that is already zoned as I-2 is required because the rezoning of the portion of the property currently zoned as I-1 to I-2 is conditioned upon stipulations that apply to the development of the entire property. An I-2 (General Industrial) Zoning District shall be developed under the Employment/Industrial Design Guidelines as outlined in the Goodyear Design Guidelines. Although the intended user of the site is Penske, a rezone would facilitate the development of any I-2 use subject to the stipulations provided in the staff report.

Evaluation Criteria:
Per the city of Goodyear Zoning Ordinance, the city’s review and recommendation on a zoning amendment is to be guided by the following criteria:

1. Consistency with the General Plan.

The subject property is 10.71 acres in size, and is within Neighborhood Land Use Designation under the General Plan. The area was designated Neighborhoods due to the commercial zoning and proximity to Canada Village neighborhood. The I-2 zoning district is inconsistent

with the Neighborhood Land Use Designation. However, given the proximity of the property to I-10 and Luke Air Force Base, the industrial zoning category is not inconsistent with General Plan policies, which is why the majority of the property (6.63 acres) was previously allowed to be re-zoned to I-2. A General Plan Amendment is not be required because the property is less than 20 acres in size.
Rezoning the remaining 3.34 acres of the subject property to to I-2 (General Industrial) will allow for flexibility in the site planning process. Without this re-zoning, all of the truck-leasing operations that Penske proposes would be required to locate only on the eastern I-2 portion of the site. As a condition of approval, the proposed stipulations development has to comply with the use limitations and development standards for development within the Luke AFB Accident and High Noise Potential Zones and additional stipulations have been included to limit the amount of dock doors facing McDowell Road or Interstate-10 to a maximum of four and the site prohibit cross-dock warehousing; this will further protect nearby residential (Canada Village is located less than 400 feet to the east) from the impact of cross-dock operations and creates more diversity in architecture from major roadways and freeways.

2. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.

The subject property is undeveloped and is relatively flat and devoid of any topography that would hinder development such as washes, hillsides, natural features that may be worthy of preservation, existing protected wildlife.

3. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.

A majority of the property is currently zoned I-2 (General Industrial) and the site currently allows for Industrial uses permitted by ARS § 28-8481 as applicable. By rezoning the site to restrict cross-dock uses, the site will be more compatible with the surrounding uses and nearby residential.
Current and future uses and development of the properties surrounding the subject property include:
North – Arizona Water Company Well (MHS), Vacant (MHS), Vacant Arizona State Land Department (AG);
South – Vacant Basin and Interstate-10 (Papago Freeway) (AG);
East – U-Haul (C-2) and Canada Village residential community (MHS);
West – County Land with Rock Operations (County Assessor Zoning: IND-2);

4. Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under the proposed zoning district would be better suited to the subject property than the uses allowed under the current zoning.

A portion of the site is currently zoned I-2 and the entire site is currently zoned for industrial uses. The site is buffered from an existing and developed multi-family residential zoning district by an existing commercial use to the east and is immediately adjacent an industrial use to the west.

Luke Air Force Base:
A portion of the property is within the Luke Air Force Base Accident Potential Zone (APZ) and the Day-Night Level (DNL). Stipulations have been included subjecting the development of the property within the APZ and DNL to compliance with the use limitations and development

standards for development within these zones as set forth in A.R.S. § 28-8481. However, due to the industrial nature of the subject property and proposed uses, base operations will not be adversely impacted by this development.

Phoenix-Goodyear Airport:
The property does not fall within the Phoenix-Goodyear Airport Day Night Level (“DNL”).

5. Demand for the types of uses permitted in the proposed zoning district in relation to the amount of land currently zoned and available to accommodate the demand.
Based on the developer’s proposal for a Penske operation, the site could be developed today, however, all of the truck-leasing operations that Penske proposes would be required to locate only on the eastern I-2 portion of the site. Rezoning this property to a single I-2 (General Industrial) zoning district as opposed to a portion being I-2 (General Industrial) and a portion being I-1 (Light Industrial), the property may develop in a manner which allows the applicant to design their site with additional flexibility in mind.

6. Demands for public services that will be generated by the uses permitted in the proposed zoning district.

School Districts:
The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. However, the site will not generate students as it is industrially zoned today and will remain industrial.

Fire Response:
Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#184	9.52	4.76	9.52	4.76	#185	10.42	5.21	10.42	5.21

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

Streets/Transportation:
The Engineering Department has created stipulations to address traffic issues caused by the development of this property. Those stipulations address improvements to be made to McDowell Road.

Water/Wastewater:
The subject property will be served by aa private water provider and the city of Goodyear for wastewater utilities.

7. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.

The proposed rezoning is within proximity to existing public services. The property owner and/or developer will be responsible for the costs of making the necessary connections to these existing services.

8. General public concerns.

Public Participation:
An in-person neighborhood meeting was conducted for this proposal on June 29, 2022. Notice of the neighborhood meeting was sent to property owners within 500 feet of the property to provide ample opportunity for input prior to noticing the public hearing itself, those notices were mailed on June 2, 2022; a sign advertising the neighborhood meeting was posted to the site on June 9, 2022. No residents or adjacent property owners were in attendance at the meeting. No formal opposition has since been received.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on August 17, 2022 appeared in the Arizona Republic Southwest Valley Edition July 29, 2022; postcards were mailed to adjoining owners on July 26, 2022; and the sign(s) on the site were updated on July 26, 2022 to notify residents of the scheduled public hearings.

The Planning and Zoning Commission considered this item at their regular meeting of August 17, 2022. Upon conclusion of the staff presentation, Commissioners unanimously voted (7-0) to forward a recommendation of approval to the City Council. There was no public opposition to the item voiced at the hearing.

9. Whether the amendment promotes orderly growth and development.

The subject property is within a quarter mile of existing development and located within the proximity of City services and infrastructure.

10. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.

As of the writing of this staff report, there have been no other unique factors identified at the pre-application meeting or as part of the first review of the rezoning application.

Attachments

Resolution No. 2022-2263
Exhibit A: Supplementary Zoning Map
Exhibit B: Legal Description
Ordinance 2022-1552
Aerial Photo
Project Narrative
Staff Presentation
Applicant Presentation

RESOLUTION NO. 2022-2263

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AN INCORPORATED BY REFERENCE IN ORDINANCE 2022-1552 AND FILED WITH THE CITY CLERK RELATED TO THE REZONING OF APPROXIMATELY 10.71 ACRES TO BE KNOWN AS MCDOWELL AND 183RD.

Be it resolved by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, as follows:

SECTION 1. DECLARATION OF PUBLIC RECORDS

That certain document titled "Official Supplementary Zoning Map No. 22-04," a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That certain document titled "Legal Description," a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2022-1552.

SECTION 3. COPIES FILED WITH THE CITY CLERK

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S 44-7041 of each of the aforementioned documents being declared public records herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

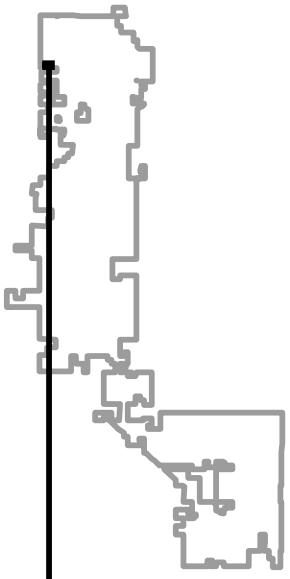
_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-04

AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO._____, PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____, 2022.

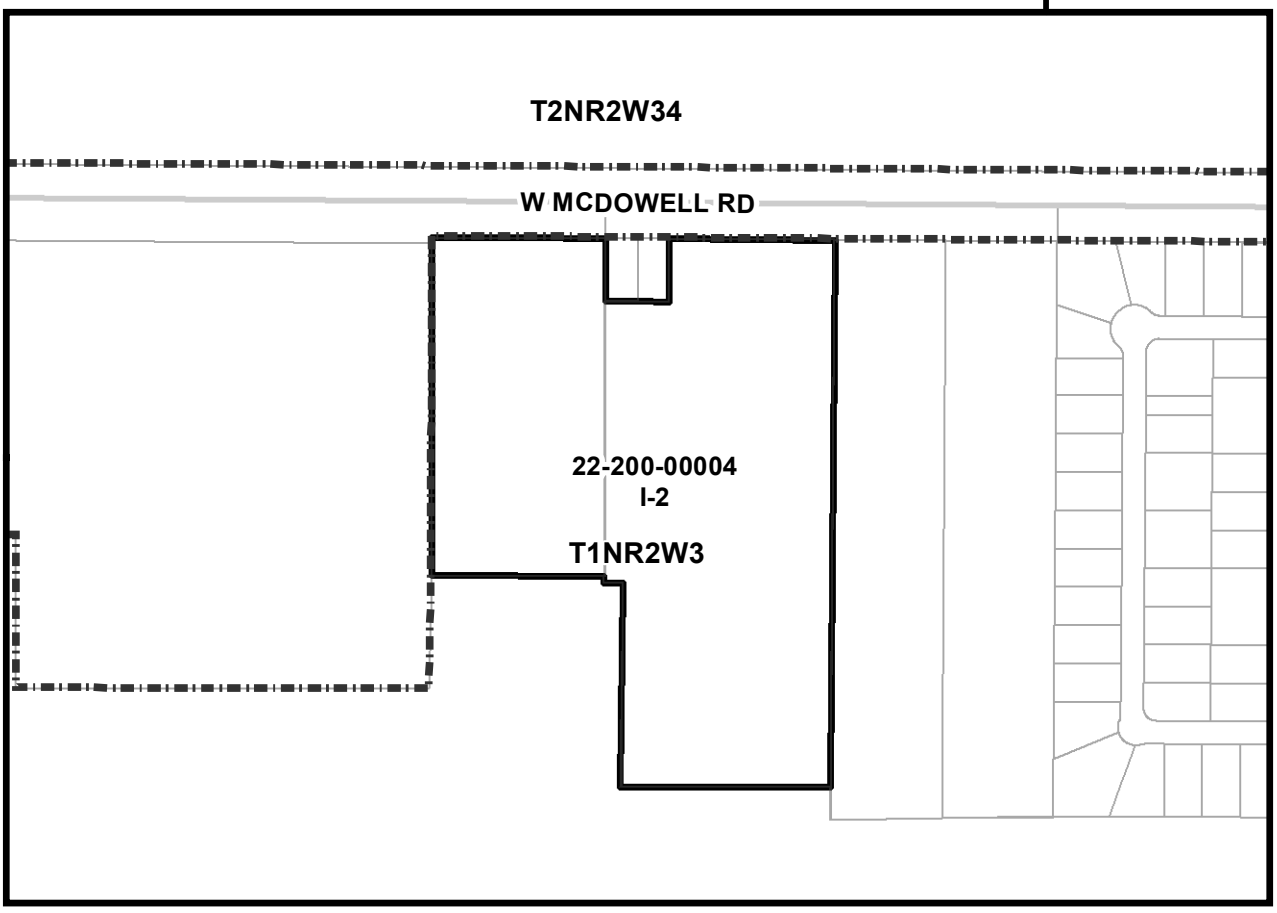


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

A portion of the North half of Section 3, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT			DATE:
A	REZONE FROM I-1 TO I-2	22-200-00004	August 2022

EXHIBIT 'B'

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN A HAND HOLE LOCATED AT THE NORTHEAST CORNER OF SAID SECTION 3, FROM WHICH A MARICOPA COUNTY BRASS CAP IN A HAND HOLE AT THE NORTH QUARTER CORNER OF SAID SECTION 3, BEARS NORTH 90°00’00” WEST, BASIS OF BEARING, A DISTANCE OF 2646.52 FEET;

THENCE NORTH 90°00’00” WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 2287.32 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°00’00” EAST, A DISTANCE OF 55.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MCDOWELL ROAD AND A HALF INCH REBAR WITH CAP STAMPED L.S. 12216, AND THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PART;

THENCE SOUTH 00°00'10" WEST, A DISTANCE OF 861.09 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL DESCRIBED IN DOCUMENT 2011-219944, RECORDS OF MARICOPA COUNTY, ARIZONA, AND A HALF INCH REBAR WITH CAP STAMPED L.S. 70955;

THENCE SOUTH 89°35'33" WEST, ALONG SAID NORTH LINE A DISTANCE 326.80 FEET TO A THREE-INCH ARIZONA DEPARTMENT OF TRANSPORTATION ALUMINUM CAP STAMPED L.S. 39229;

THENCE NORTH 00°04'14" WEST, A DISTANCE OF 330.45 FEET TO A HALF INCH REBAR WITH CAP STAMPED L.S. 12600;

THENCE SOUTH 89°15'42" WEST, A DISTANCE OF 30.21 FEET TO A POINT ON THE MID-SECTION LINE OF SAID SECTION 3 AND A HALF INCH REBAR WITH CAP STAMPED L.S. 31019;

THENCE NORTH 00°11'25" WEST, ALONG SAID MID-SECTION LINE, A DISTANCE OF 433.61 FEET TO A 3/4 INCH PIPE WITH A TAG STAMPED L.S. 31020;

THENCE, DEPARTING SAID MID-SECTION LINE, SOUTH 89°55'04" EAST, A DISTANCE OF 99.71 FEET TO A HALF INCH REBAR WITH CAP STAMPED L.S. 12600;

THENCE NORTH 00°00'12" EAST, A DISTANCE OF 99.88 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF MCDOWELL ROAD AND A HALF INCH REBAR WITH CAP STAMPED L.S. 12600;

THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 90°00’00” EAST, A DISTANCE OF 259.18 FEET TO THE **POINT OF BEGINNING**.

END OF DESCRIPTION

ORDINANCE NO. 2022-1552

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 10.71 ACRES OF PROPERTY LOCATED SOUTH OF MCDOWELL ROAD ALONG THE 183RD AVENUE ALIGNMENT TO BE KNOWN AS MCDOWELL AND 183RD; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, this property subject to this Ordinance consists of approximately 10.71 gross acres and is located south of McDowell Road along the 183rd Avenue alignment as more particularly described in that certain document titled "Legal Description," which document was declared public record by Resolution No. 2022-2263, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property"); and

WHEREAS, approximately 3.34 acres of the Property are currently zoned I-1 (Light Industrial) pursuant to Ordinance No. 17-1362; and

WHEREAS, approximately 6.63 acres of the Property are currently zoned I-2 (General Industrial) pursuant to Ordinance No. 17-1362; and

WHEREAS, the land use designation in the Goodyear 2025 General Plan for the Property is Designated as Business and Commerce; and,

WHEREAS, this request is to rezone the 10.71-acre Property to I-2 (General Industrial) to allow for the entire Property to develop as General Industrial; and,

WHEREAS, 1-2 (General Industrial) is not a listed zoning district within Business and Commerce land use category for the Goodyear 2025 General Plan; and

WHEREAS, the areas to be zoned I-2 (General Industrial) zoning district is less than 19.9 acres and does not require a General Plan Amendment; and,

WHEREAS, city staff finds that the proposed rezoning will not adversely impact the surrounding area as the proposed land uses will allow for the orderly growth and development of a General Industrial development; and

WHEREAS, an in-person Neighborhood Meeting was conducted for this proposal and notice of the Neighborhood Meeting was provided to property owners within 500 feet of the property on June 2, 2022 and signs advertising the Neighborhood Meeting were posted to the site on June 9, 2022 and,

WHEREAS, the neighborhood meeting took place, in-person, on June 29, 2022. No residents were in attendance; and

WHEREAS, public notice that this rezoning was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on August 17, 2022, appeared in the Arizona Republic Southwest Valley edition on July 29, 2022; postcards were mailed to adjoining owners

on July 26, 2022 and signs on the site were updated on July 26, 2022 to notify residents of the scheduled public hearing; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on August 17, 2022, and at that meeting the Commission voted (7-0) to recommend approval of the proposed rezoning; and

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on August 29, 2022 appeared in the Arizona Republic Southwest Valley Edition July 29, 2022; postcards were mailed to adjoining owners on July 26, 2022; and signs on the site were updated on July 26, 2022 to notify residents of the scheduled public hearing; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona find the adoption of this Ordinance to be in the best interests of the public interest, health, comfort, convenience, safety, and general welfare of the citizens of the City.

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

SECTION 1. DESCRIPTION OF PROPERTY BEING REZONED

This Ordinance No. 2022-1552 applies to approximately 10.71 acres located south of McDowell Road along the 183rd Avenue alignment, to be known as McDowell and 183, and legally described in that certain document titled "Legal Description," which document was declared public record by Resolution No. 2022-2263, and which is hereby adopted, referred to and made a part hereof as if fully set forth in this Ordinance (the "Property").

SECTION 2. ADOPTION OF FINDINGS

The clauses set forth above are hereby adopted and incorporated herein by this reference as if fully set forth herein.

SECTION 3. REZONING

The Property is conditionally rezoned to I-2 (General Industrial) District.

SECTION 4. CONDITIONS AND STIPULATIONS

The rezoning of the Property is subject to the following stipulations and conditions:

1. Except as modified by the stipulations set forth herein, the Property shall be developed in accordance with the requirements of the City of Goodyear Zoning Ordinance as it may be amended from time to time applicable to the Industrial Zoning District I-2; and

2. No cross-dock warehousing (i.e. warehouses with dock doors for loading and unloading of stored goods) and no cross-dock transfer facilities (i.e. facilities that provide for the transfer of goods from incoming vehicles to outbound vehicles with little or no storage) is permitted on the Property; and

3. The uses permitted within the portion of the Property located within the APZ Two Zone are limited to those uses set forth in A.R.S. § 28-8481 and all development within this portion of the Property shall comply with the rules and regulations applicable to the APZ Two Zone as set forth in A.R.S. § 28-8481. Owner shall notify all potential purchasers and potential lessees of all or part of the Property located within the APZ Two that the property is located within the APZ Two and is subject to the requirements of A.R.S. § 28-8481; and;

4. The used permitted within the portion of the Property located within the high noise zone are limited to those uses set forth in A.R.S. § 28-8481 for the Day-Night Sound level in Decibels High Noise Zone for 65-69 dB and all development within this portion of the Property shall comply with the rules and regulations applicable to Day-Night Sound level in Decibels High Noise Zone for 65-69 dB as set forth in A.R.S. § 28-8481. Owner shall notify all potential purchasers and potential lessees of all or part of the Property located within the High Noise Zone that the property is located within the High Noise Zone and is subject to the requirements of A.R.S. § 28-8481; and;

5. Except as provided herein, no more than four (4) roll-up doors and/or service and wash bay doors shall be permitted to face Interstate-10 (Papago Freeway) and no more than (4) roll-up doors and/or service and wash bay doors shall be permitted to face the McDowell Road. The number of roll-up doors and/or service and wash bay doors permitted herein may be increased if additional screening measures are to be implemented and the Zoning Administrator or his/her designee determines that the additional screening measures prevents or substantially limits the roll-up doors and/or service and wash bay doors from being seen from Interstate-10 (Papago Freeway) and McDowell Road; and

6. Approval of the rezoning does not constitute approval of the site plan. All future development will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation; and

7. All Public Sales Reports for the Property, all final plats subdividing all or part of the Property, and all rental agreements for the rental of any unit within the Property shall include disclosures that 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. A note to this effect shall be included in all final plats subdividing all or part of the Property; and

8. Except as otherwise provided herein, Owner shall design and construct full half-street improvements for south-half of the section of W. McDowell Road along or adjacent to the frontage of the Property (the "McDowell Road Improvements") and dedicate, in fee and lien free, all right-of-way located within the Property needed for the construction of such improvements. If an easement is needed from the State for the construction of all or part of the McDowell Road Improvements, Owner shall be responsible for obtaining the required easement at Owner's sole cost and expense. The improvements and dedications required herein depend upon the jurisdiction in which the McDowell Road Improvements are to be constructed, which are as follows:

    a. If the McDowell Road Improvements will be constructed within Maricopa County (the "County"):
        i. Owner shall dedicate, to the County, right-of-way needed for the County to have a full 65' of right-of-way south of the centerline of the McDowell Road alignment for the section of the McDowell Road alignment that is along the frontage of the Property and any additional right-of-way needed to support access to the Property such as turn lanes and the like; and
        ii. Owner shall, at no cost to the County, construct the McDowell Road Improvements which will be the improvements required for an arterial roadway as set forth in the County's design standards and policies in effect at the time of construction.
    b. If the McDowell Road Improvements will be constructed within the City:
        i. Owner shall dedicate, to the City, right-of-way needed for the County to have a full 65' of right-of-way south of the centerline of the McDowell Road alignment for the section of the McDowell Road alignment that is along the frontage of the Property and any additional right-of-way needed to support access to the Property such as turn lanes and the like; and
        ii. Owner shall, at no cost to the City, construct the McDowell Road Improvements, which will be the improvements required for full-half street improvements for a Major Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for ½ of a median and ½ of median landscaping. The required improvements, include, but are not limited to, pavement, curb and gutter, sidewalks, street frontage

landscape and landscape irrigation, and street lighting. Tapering of pavement from the section of McDowell Road at the eastern and western boundaries of the Property to accommodate lane transitions shall be coordinated with the properties to the east and west of the Property, and any modification to the Major Arterial Street section for pavement tapers shall be approved by the City Engineer or his/her designee in the exercise of his/her reasonable discretion. Additionally, pavement tapers shall be coordinated with the existing Arizona Water Company Well Site parcel and the parcel adjacent to the Arizona Water company well site.' and

iii. 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. McDowell Road along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and

The dedications of the right-of-way discussed in this Stipulation 8 shall be at no cost to the City or County, and shall be in fee, lien free and free of all encumbrances except as otherwise agreed to by the jurisdiction to whom the dedication is being made. Unless the McDowell Road Improvements are to be undertaken by the city as discussed in Stipulation 7 below, no temporary certificates of occupancy or certificates of occupancy for any structure within the Property shall be issued until the McDowell Road Improvements have been completed and accepted by the jurisdiction within which the improvements are located subject to the completion of any applicable warranty period; and

9. If the city, in its sole discretion, decides to undertake a CIP project that includes the McDowell Road, Owner's obligations are as follows. Owner shall dedicate the right of way needed for the construction of the McDowell Road Improvements as described above. The dedications shall be If the McDowell Road Improvements have been completed by the city as part of a CIP project, Owner shall, remit a payment to the city for the costs the city incurred in the design and construction of the McDowell Road Improvements (the "McDowell Road Cost Recovery Payment"). If owed, the McDowell Road Cost Recovery Payment shall be paid

prior to or concurrent with the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for any work on the Property, whichever is earlier; and

10. Owner shall construct, at no cost to the City, all infrastructure improvements identified by the City as being needed to provide wastewater/sewer services to the Property. Prior to construction of the required sewer infrastructure improvements, Owner shall demonstrate to the City Engineer that the improvements are to be constructed within property owned by Owner the City of Goodyear, or Maricopa County or that there is an easement in place that would allow for the construction, maintenance, repair and replacement of the wastewater/sewer infrastructure improvements. If the wastewater/sewer infrastructure improvements are not going to be located within property owned by Owner, the City of Goodyear or Maricopa County and there is no easement allowing for the construction of such improvements, Owner shall obtain, at Owner's sole cost and expense, easement(s) allowing for the construction of the sewer/wastewater infrastructure improvements and the city's operation, maintenance, repair and replacement of the sewer/wastewater infrastructure improvements once they are constructed. The easements required herein shall be in a form approved by the City Attorney of his designee and shall be recorded in the official records of the Maricopa County Recorder prior to the issuance of any construction permits for work within the Property; and

11. Owner shall dedicate a 10-foot public utility and sidewalk easement (PUE) adjacent to the southside of the right-of-way needed for McDowell Road improvements. The dedication of the easement shall be lien free and free of all encumbrances unless expressly agreed to by the city and shall be made at the earlier of the following: prior to or concurrently with the recordation of the first final plat subdividing all or part of the Property; the issuance of any construction permit for work within the Property; or when requested by the City Engineer or his/her designee; and

12. Any modifications to existing irrigation facilities required because of the development of the Property shall be coordinated with the appropriate Irrigation District/private owner. Construction plans that involve the relocation or modification of existing irrigation facilities unless signed off by the affected irrigation district; and

13. In addition to the infrastructure improvements identified herein, Owner shall construct, at no cost to the City, all infrastructure improvements required by the City of Goodyear subdivision regulations, all Building Codes and Regulations adopted by city, and the Engineering Design Standards and Policy Manual in effect at the time of construction; and

14. Except as otherwise provided herein, 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 wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, all dedications shall be made prior to or concurrent with recordation of a final plat that includes the area in which the dedicated property is located as required by the City Engineer or his designee or the issuance of any construction permits for work within the Property, whichever is earlier; and

15. 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, all Building Codes and Regulations adopted by the City of Goodyear, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and

16. Owner, at no cost to the city, shall, prior to the issuance of any Temporary Certificate of Occupancy and/or Certificate of Occupancy for any structure located within the boundaries of the

Property: (i) place all existing utility lines, excluding power lines 69 kV or larger, located within or adjacent to the Property underground; install all new utility lines, excluding power lines 69 kV or larger, that are required to be installed within or adjacent to the Property as a condition of development; and relocate all existing power lines 69kV or larger as necessary to accommodate the required full half-street improvements to W. McDowell Road.

SECTION 5. ABRIDGMENT OF OTHER LAWS

Except where expressly provided, nothing contained herein shall be construed to be an abridgement of any other ordinance, regulation, or requirement of the City of Goodyear.

SECTION 6. AMENDMENT TO ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 3 of this Ordinance by the adoption of that certain document titled, "Official Supplementary Zoning Map No. 22-04," declared a public record by Resolution 2022-2263, and which is referred to and made a part hereof as if fully set forth in this Ordinance, and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 7. CORRECTIONS

The Zoning Administrator, City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 8. SEVERABILITY

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of the ordinance or parts thereof.

SECTION 9. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 10. PENALTIES

Any person who violates and provision of this ordinance shall be subject to penalties set forth in Section 1-2-3 of the City of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:
Section 1-2-3 Violations and Penalties

A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, **building**, **structure**, sign, landscaped area, **parking lot** or fence, or to permit the use of any **lot** or land contrary to, or in violation of any provisions of this **Ordinance**, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this **Ordinance** or is unspecified and not classified by the **Zoning Administrator** is prohibited in any **district**.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (**Person**). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

D. Penalty. Any **Person** who violates any of the provisions of this **Ordinance** and any **amendments** there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000) per offense; or

2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the City of Goodyear Municipal Court for violations hereunder

SECTION 11. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

McDowell and 183 Rezone
South of McDowell Road
East of Perryville Road
Near 183rd Avenue alignment



McDowell and 183 Rezone
22-200-00004

Rezoning Narrative

Penske

January 7, 2022

Prepared for:
Penske
Mike Barnes
1711 West Greentree Dr., Suite 117
Tempe , AZ 85284

Prepared by:
Berry Riddell LLC
Wendy Riddell, Esq.
Elyse DiMartino, Planner
6750 East Camelback Road, Suite 100
Scottsdale, Arizona 85251

REQUEST

The purpose of this request is to rezone an approximate 10.71-gross-acre (9.98 net acres) a property located on McDowell Road, between Perryville Road and Citrus Road (the "Site") from Light Industrial Park ("I-1") and General Industrial Park ("I-2") to I-2 on the entire site. The Site consists of two parcels, APNs: 502-37-174A and 502-37-064C, as shown on the aerial map below. Penske intends to use this Site for vehicle and truck leasing and rental and sales business The four essential functions of the facility are as follows: 1) Used truck sales, 2) Provide local one-way rentals to the general public and commercial industry, 3) Provide full-service leasing or contractual maintenance for contractual customers, and 4) Provide maintenance, fueling, and washing of our supporting fleet.

The Site is currently undeveloped land and has never been developed. Further, the Site is zoned I-1 on the western parcel and I-2 on the eastern parcel. The Site is located on an arterial road and is backed by the Interstate 10 Freeway ("I-10"). Given the location and zoning of the site, this is a prime area for a Penske facility to operate.

Context Aerial



SURROUNDING CONTEXT

The Site is currently undeveloped land and has never been developed. Adjacent to the Site, on

the north end, is a small parcel owned by the Arizona Water Company, which is not part of the Site. North of the site, across McDowell Road, is agricultural State Land. The Site is located on an arterial road and is backed to the south by the Interstate 10 Freeway ("I-10"). To the west of the Site is a landscape supply store and to the east is a storage facility. Given the location and surrounding land uses, this is a prime area for a Penske facility to operate.

DEVELOPMENT PLAN

Penske intends to develop the Site with parking for their trucks and trailers, employee and customer parking, a fuel island, and a building which will house administrative uses, leasing and sales business, service bays, and a wash bay. The building on-site is proposed to be approximately 19,558 square feet and approximately 26 feet in height.

GENERAL PLAN

The Goodyear 2025 General Plan was adopted in 2014 with a vision of continuing to develop the city as a *desirable place for all to live, work, visit, and play by fostering a sustainable community with diverse destinations connected throughout the City* (Goodyear 2025 General Plan, Pg. 4). The Site's Business & Commerce designation allows for uses including *business parks, offices, warehouses, and other light industrial uses that are also appropriate* (Goodyear 2025 General Plan, Pg. 124). This proposal is consistent with the vision and intent of the City of Goodyear General Plan designation of Business & Commerce and will create a desirable place to work for all residents. This proposal promotes the achievement of the overall vision, goals and policies outlined in the General Plan.

REZONING CRITERIA

The Zoning Ordinance identifies specific criteria that guide rezoning requests to respond appropriately to the surrounding context of the Site, address demand for the types of uses proposed, and provide consistency with long-range planning goals. This proposal meets and exceeds those criteria as outlined below.

a. Consistency with the goals, objectives, policies and future land use map of City's General Plan; consideration of current market factors, demographics, infrastructure, traffic, and environmental issues; and if conditions have changed significantly since the Plan was adopted;

Response: This proposal is consistent with the long-range planning goals and policies outlined in the General Plan, will provide a much-needed employment and service use in the area, and will bring quality jobs to serve residents.

b. Suitability of the subject property's physical and natural features for the uses

permitted under the proposed zoning district;

Response: This Site is generally flat with no physical or natural features that would hinder the development of the proposed project.

c. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of such things as land suitability, environmental impacts, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential impact on property values;

Response: A portion of the site is currently zoned I-2 and rezoning the entire site to i-2 will allow for consistent and compatible zoning. This proposal has been thoughtfully planned to respect the scale of the existing and planned land uses with focus on fitting the context of its surroundings. The proposed use has been anticipated by the General Plan. As part of the rezoning, the completion of improvements to McDowell Road are anticipated.

d. Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under proposed zoning district would be better suited to the subject property than the uses allowed under current zoning;

Response: The Site is undeveloped and has never been developed. The Site is zoned both I-1 and I-2 currently. The site is located on an arterial roadway and is backed by the -10 Freeway. Given the location of the site and the existing zoning on the site, this is a prime property for a Penske facility.

e. Demand for the types of uses permitted in the proposed zoning district in relation to amount of land currently zoned and available to accommodate the demand;

Response: The proposed use has been anticipated by the General Plan. This proposal is consistent with the long-range planning goals and policies outlined in the General Plan as the Business & Commerce land use designation allows light industrial uses.

f. Demands for public services that will be generated by the uses permitted in the proposed zoning district and requirements for meeting such demands in terms of public infrastructure and facilities and other capital equipment, such as water supplies, water treatment, storage, and distribution facilities, wastewater treatment, recharge and distribution facilities, streets, bridges, schools and emergency services facilities and equipment;

Response: This proposal appropriately responds to the available public services and infrastructure in the surrounding vicinity. Designated as Business & Commerce by the Goodyear 2025 General Plan, this Site location has been anticipated for a range of employment and industrial uses. The water service provider is Arizona Water Company. We are proposing a 12" water main to be constructed in McDowell Road that will connect to a planned 12" main located at the intersection of Perryville Road and McDowell Road. The City of Goodyear is the

sewer provider. An existing 8" sewer main approximately 200 feet from the Site will be extended approximately 350 feet to provide service to the proposed building.

g. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided;

Response: None. There is no projected increase in demand for public infrastructure and services available to the Site that exceeds capacity as a result of this development.

h. General public's concerns;

Response: Given that this request is consistent with the existing and approved uses in the vicinity of the Site and the land use was anticipated by the City's General Plan, it is not anticipated that there will be significant public concerns as a result of the proposal. Nonetheless, the development team understands the importance of neighborhood involvement and will diligently seek input through the outreach process.

i. Whether the amendment promotes orderly growth and development; and

Response: This proposal presents a land use that will convert an underutilized Site with split zoning that is not appropriately entitled to meet demand. The proposal promotes the orderly growth and development of the area by adding industrial uses appropriate to their context.

j. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.

Response: This proposal converts an underutilized Site into a needed industrial use that will create quality jobs and services for Goodyear residents and will have an overall positive impact on the City of Goodyear.

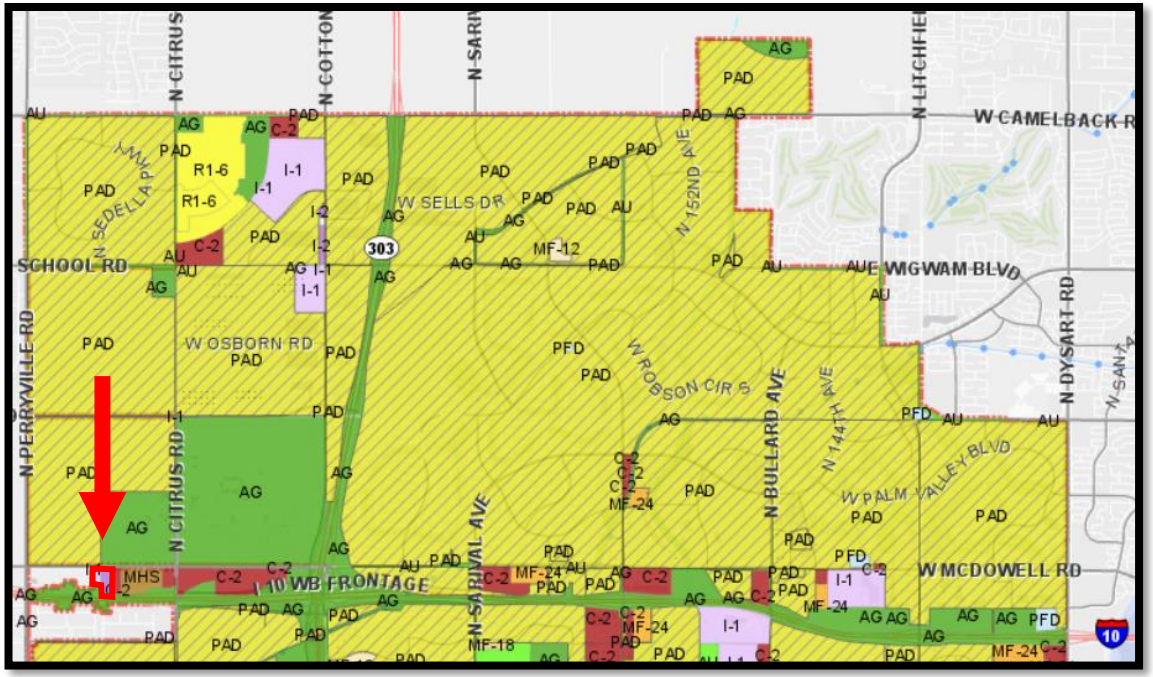
McDowell and 183 Rezone

City Council Meeting
August 29, 2022



Location

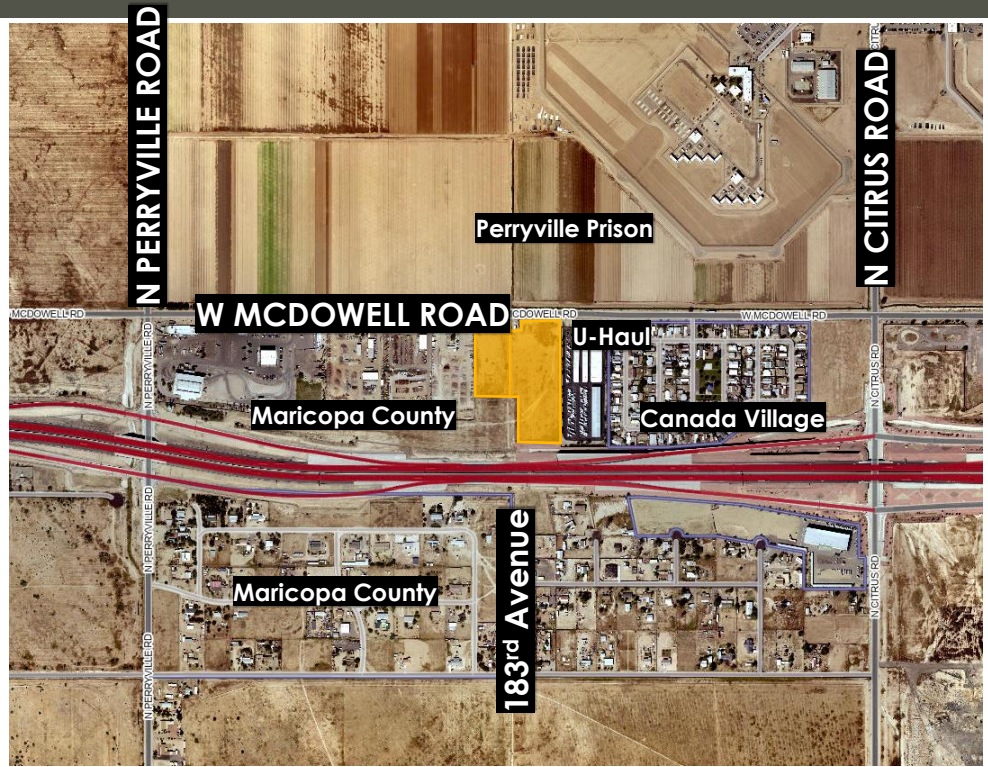
- North Goodyear
- Approximately 10.71 Acres
- Currently zoned
  - I-1 (Light Industrial)
  - I-2 (General Industrial)



Specific Location

ZOOMED IN

- On McDowell Road near 183rd Ave alignment
  - North
    - Perryville Prison (Arizona State Land Department)
    - Arizona Water Company Well (MHS)
    - Vacant (MHS)
  - South
    - I-10 and County vacant
  - East
    - U-Haul Property
    - Canada Village (MHS)
  - West
    - County Island and Rock Operations (County IND-2)



REZONE

ZONING REQUEST



← Current Zoning

Proposed Zoning →



*Images Conceptual In Nature

McDowell and 183 Rezone

PUBLIC PARTICIPATION

- Citizen Review and Public Hearing processes were followed
  - Notices were mailed to surrounding property owners
  - Sign was posted on the property
  - Legal advertisement was published in the newspaper
- Neighborhood meeting held on June 29th 2022
- The Planning and Zoning Commission recommended approval (7-0) on August 17th 2022
- No public opposition to date

Recommendation

APPROVAL SUBJECT TO STIPULATIONS

- Approval to Rezone:
  - FROM:
    - I-1 (Light Industrial)
    - I-2 (General Industrial)
  - TO:
    - I-2 (General Industrial)



*Applicant Provided Renderings


CITY OF
Goodyear

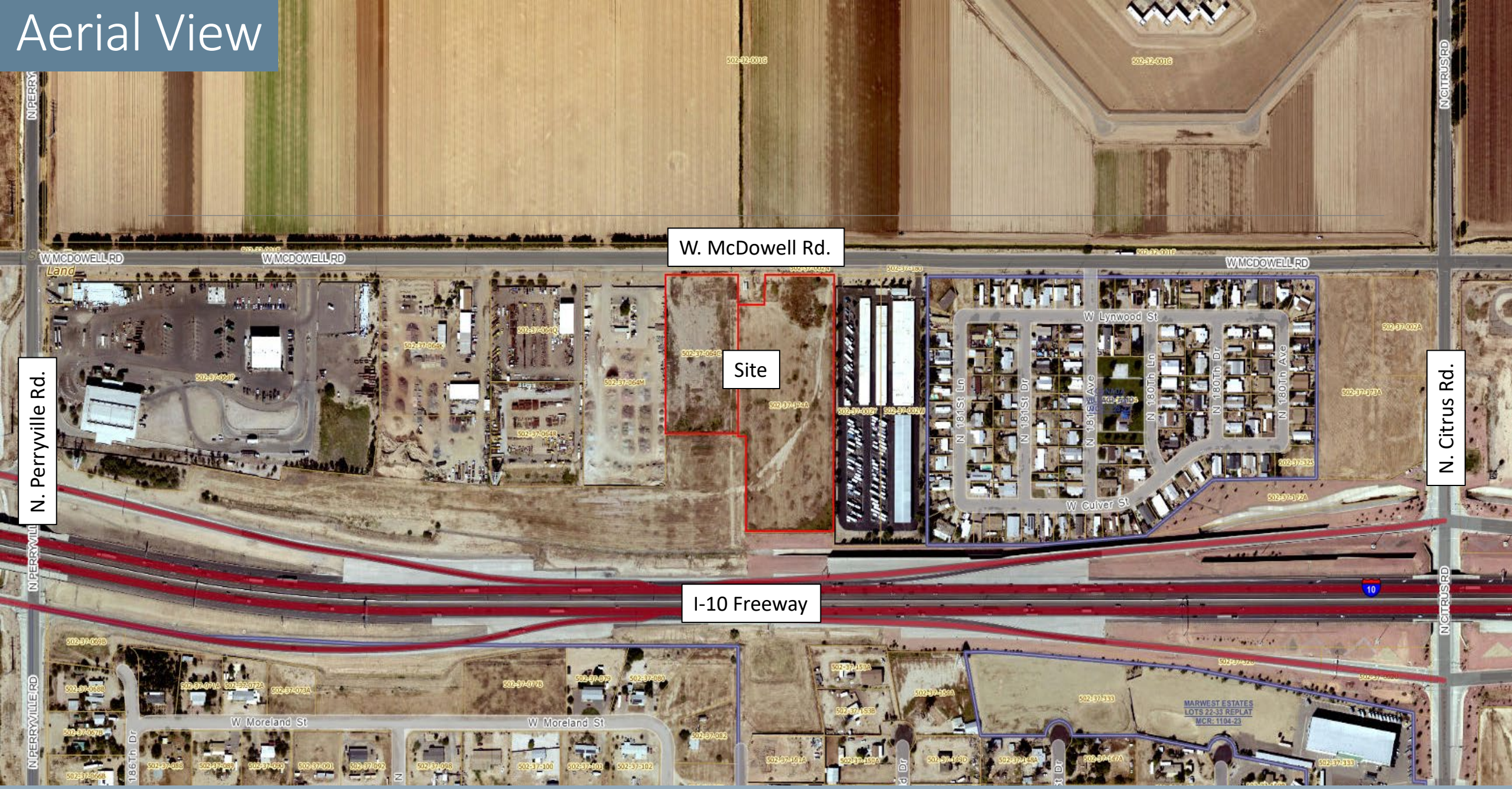
City Council Meeting

AUGUST 29, 2022

- Founded in 1969
- Leading transportation provider
- Specializes in transportation and logistic solutions
- Penske Values:
  - Progress
  - Partnership
  - Responsibility
  - Learning
  - Diversity



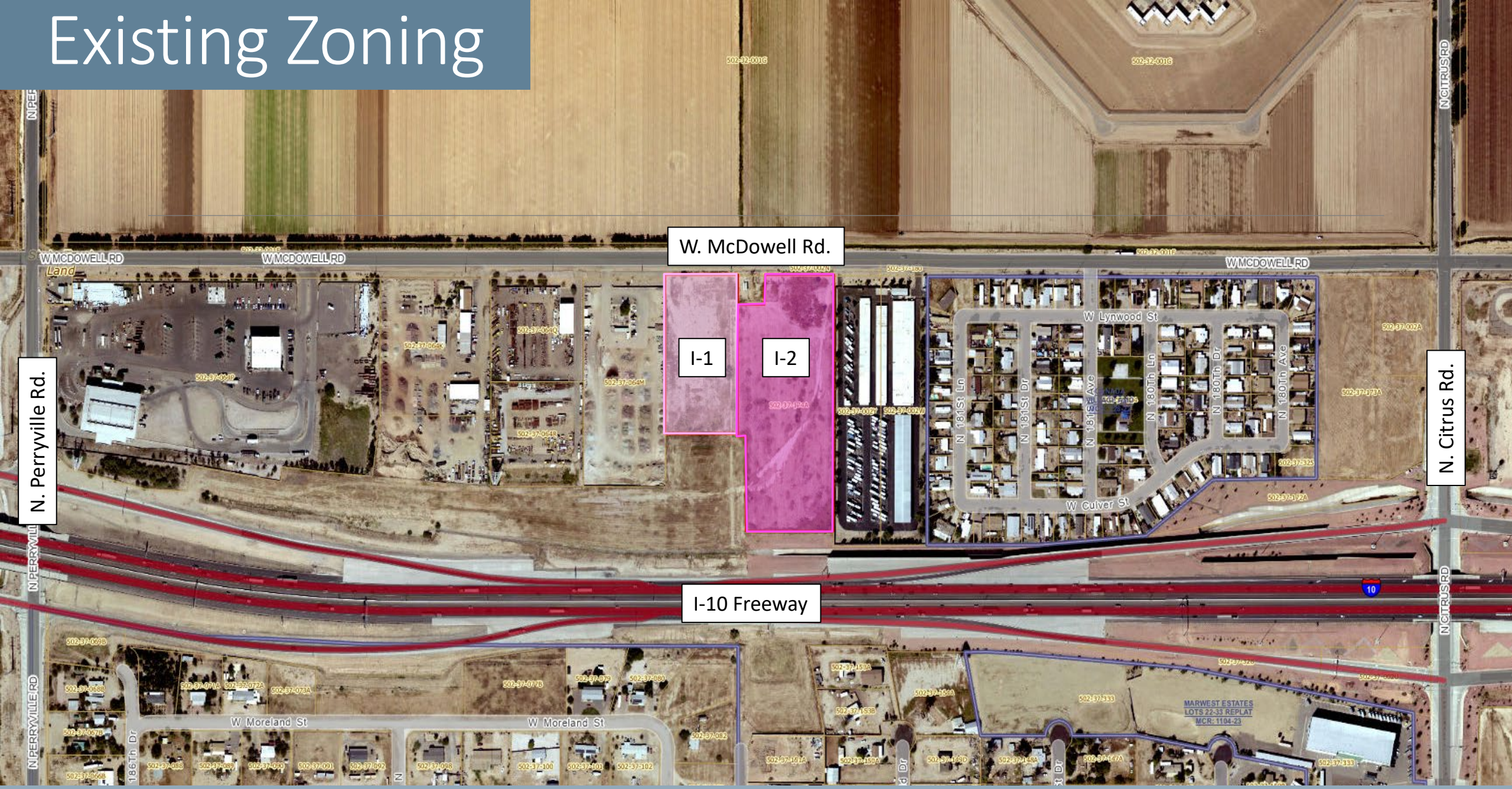
Aerial View

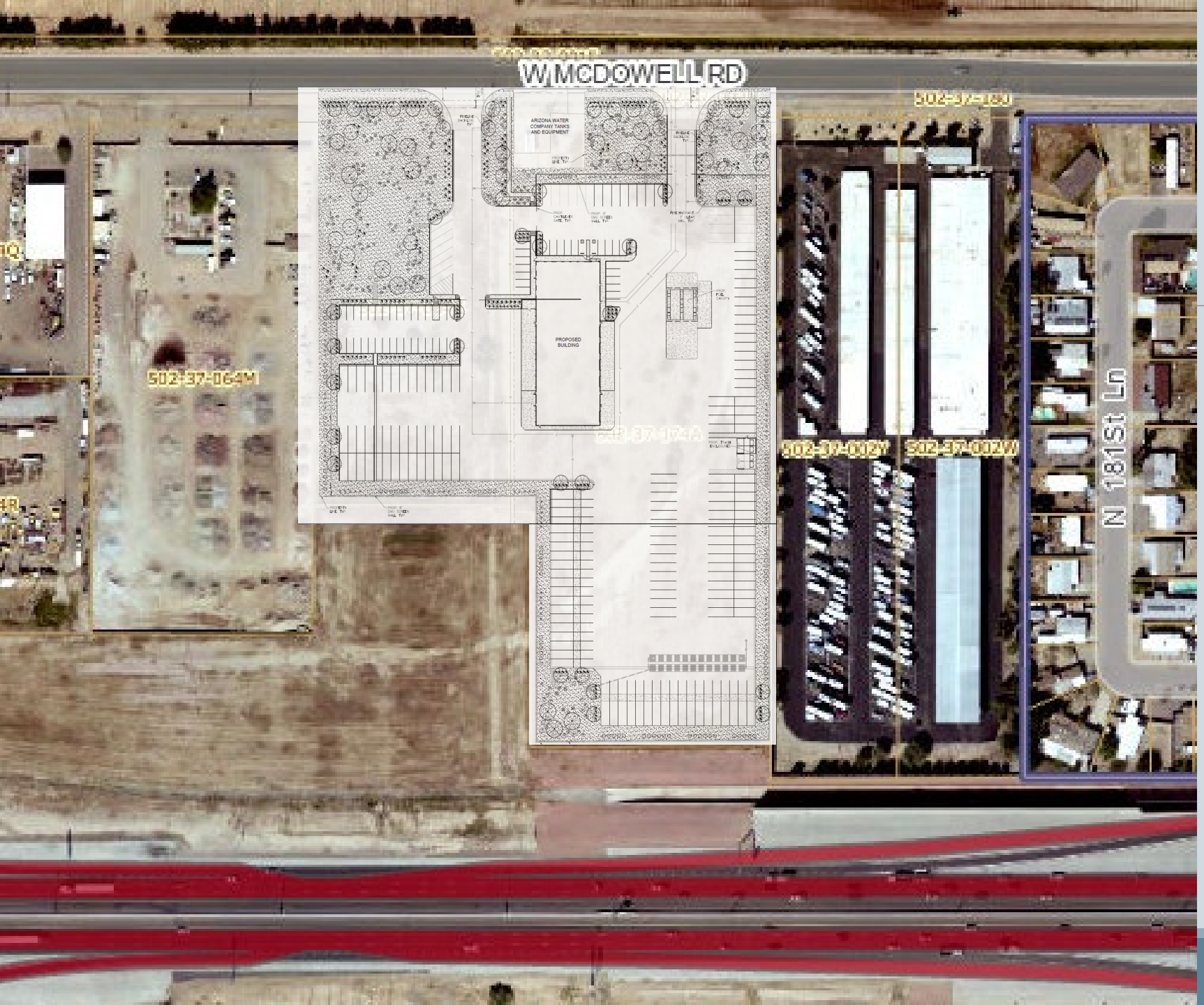

W. McDowell Rd.
Site
N. Perryville Rd.
N. Citrus Rd.
I-10 Freeway
W MCDOWELL RD
W Lynwood St
W Culver St
W Moreland St
N 181St Ln
N 181St Dr
N 180Th Ln
N 180Th Dr
N 180Th Ave
186Th Dr
MARWEST ESTATES
LOTS 22-33 REPLAT
MCR: 1104-23

Request

Request to **rezone** an approximate 10.71-gross-acre (9.98-net-acre) site from **Light Industrial Park** (I-1) and **General Industrial Park** (I-2) **to I-2** on the entire site.

Existing Zoning





Preliminary Site Plan

- 10.71-gross-acre site (9.98 net acres)
- Essential Functions of the Property:
  - Local one-way rentals to the general public and commercial industry
  - Full-service leasing or maintenance for contractual customers
  - Maintenance, fueling, and washing of the supporting fleet
- 26’ maximum building height
- Total Number of Parking Spaces: 237
  - 55 automobile spaces
  - 144 truck spaces
  - 38 trailer spaces

Conceptual Elevations

EXTERIOR MATERIALS & FINISH SCHEDULE

MARK	MATERIAL	LOCATION	MANUFACTURERS	DESCRIPTION
A	GL-2 SPANDREL GLASS	ABOVE 8FT WHERE NOTED AT EXTERIOR WINDOWS	–	1" INSULATED SPANDREL GLAZING, COLOR: BLACK OPAQUE – TEMPERED AS REQUIRED
B	GL-1 VISION GLASS	TYPICAL AT EXTERIOR DOORS AND WINDOWS AS NOTED	–	1" INSULATED GLAZING, COLOR: LIGHT GRAYTINT WITH LOW 'E' COATING ON #3 SURFACE – TEMPERED AS REQUIRED
C	SF-1 STOREFRONT FRAMING	STOREFRONT DOOR & WINDOW LOCATIONS	KAWNEER OR EQUAL	CLEAR ANODIZED ALUMINUM STOREFRONT FRAMING
D	MP-1 METAL PANEL (YELLOW)	RENTAL, SERVICE & OFFICE ARCHONS – BUILDING BANDING	BY PENSKE VENDOR	A.C.M. METAL BAND; ACM COLOR: YELLOW
E	MP-2 METAL PANEL (BROWN)	AVP METAL FACADE PANELS, DOWNSPOUTS & TRIM	METAL BUILDING VENDOR	AVP METAL BUILDING PANELS, DOWNSPOUTS AND TRIM COLOR MEDIUM BRONZE
F	D-3 INSULATED OVERHEAD DOOR	SERVICE AND WASH BAYS	OVERHEAD DOOR: SERIES 592	EXTERIOR PAINT COLOR: ARCHITECTURAL BROWN
G	MU-2 MASONRY UNIT	BUILDING FACADE ABOVE 2'-8"	8" x 8" x16" STANDARD GRAY SPLIT FACE CMU	+2'-8" UPPER WALL SPLIT FACE MASONRY WITH ELASTOMERIC PAINT COLOR EXP-11
H	MU-1 MASONRY UNIT	BUILDING BASE TO 2'-8"	8" x 8" x16" STANDARD GRAY SPLIT FACE CMU	UP TO 2'-8" A.F.F., SPLIT FACE MASONRY WITH ELASTOMERIC PAINT COLOR EXP-10
I	BC-1 BOLLARD COVER	SERVICE BUILDING EXTERIOR AT DOORS AND UTILITIES	BY IDEAL SHIELD	STEEL PIPE BOLLARDS WITH SLEEVE COVERS
J	PC-2 ALUMINUM BAND	ABOVE STOREFRONT ENTRANCES	KAWNEER OR EQUAL	POWDER COATED ALUMINUM BAND COLOR: AEGEAN BLUE (UPPER BAND)
K	PC-1 ALUMINUM BAND	ABOVE STOREFRONT ENTRANCES	KAWNEER OR EQUAL	POWDER COATED ALUMINUM BAND COLOR: ULTRAMARINE BLUE (UPPER BAND)
L	D-1 ALUMINUM STOREFRONT DOOR	ENTRY DOOR; RENTAL, OFFICE & SERVICE ENTRANCE	KAWNEER OR EQUAL	FULL VISION DOOR
M	D-2 HOLLOW METAL DOOR	RENTAL STORAGE / SHOP ENTRY / WASH BAY	STEELCRAFT B-SERIES OR CECO MEDALLION SERIES	PRE-FINISHED ARCH BROWN COLOR EXP-3

NOTES:
1. SEE SPECIFICATIONS FOR ADDITIONAL DETAILS & SUPPLIER INFORMATION
2. CONCEALED CMU TO BE STANDARD GRAY AND SMOOTH FACE.
3. PAINT WITH ELASTOMERIC PAINT BEHIND METAL PANEL TO ACT AS SEALANT



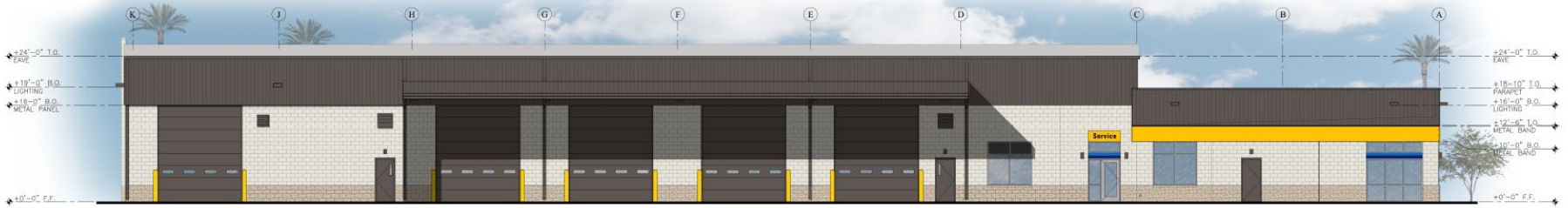
1 SOUTH ELEVATION
SCALE: 1/8"=1'-0"



2 NORTH ELEVATION
SCALE: 1/8"=1'-0"



3 WEST ELEVATION
SCALE: 1/8"=1'-0"



4 EAST ELEVATION
SCALE: 1/8"=1'-0"

Conceptual Renderings



Conceptual Renderings



Conceptual Renderings



Request for Approval

- No opposition has been received.
- No residents attended the neighborhood meeting.
- Requesting approval per the staff recommendation.

Thank you!

ITEM #: 21.
DATE: 08/29/2022
AI #:1072

CITY COUNCIL ACTION REPORT

SUBJECT: TEXT AMENDMENT TO GOODYEAR ZONING CODE RELATED TO THE PLANNING COMMISSION VOTES AND THE MEMBERSHIP, COMPOSITION, RESPONSIBILITIES POWERS AND PROCESSES OF BOARD OF ADJUSTMENT

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

SUMMARY

Hold a public hearing to consider a zoning ordinance text amendment to amend Sections 1-2-5 (Planning and Zoning Commission), 1-2-7 (Board of Adjustment) and 1-3-3 (Variances) of the Goodyear Zoning Code related to requirements for the number of votes of the Planning Commission needed to recommend approval of an application and the membership, composition, responsibilities, powers and processes of the Board of Adjustment.

Recommendation

ADOPT ORDINANCE NO. 2022-1551 AMENDING GOODYEAR ZONING ORDINANCE SECTION 1-2-5 (“PLANNING AND ZONING COMMISSION”), SECTION 1-2-7 (“BOARD OF ADJUSTMENT”), AND SECTION 1-3-3 (VARIANCE); AND PROVIDING FOR CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. (Katie Wilken, Deputy Director of Planning)

FISCAL IMPACT

There is no budgetary impact associated with this zoning ordinance text amendment.

BACKGROUND AND PREVIOUS ACTIONS

The Planning Commission Rules of Procedure were last updated by City Council on March 26, 2007. The Board of Adjustment Rules of Procedure were last updated by City Council on January 10, 1996.

STAFF ANALYSIS

Currently, a recommendation of approval of an application requires a vote of four members of the Planning and Zoning Commission. This proves problematic when all of the member of the Planning and Zoning Commission are not present. Accordingly, staff is recommending that a concurring vote of a simple majority of the Planning and Zoning Commission considering the application be required for a recommendation of approval.

The City of Goodyear is required by State Statute to have a Board of Adjustment (BOA). The

role of the BOA is to hear and decide appeals of the decisions of the zoning administrator and hear and decided on requests for variances of the zoning ordinance. The Goodyear BOA is currently a separate body made up of five members who are residents of Goodyear and appointed by the City Council.

The Goodyear BOA is not an active committee. The last appeal case the board heard was in 2017. It is difficult to appoint and keep BOA members because of it does not provide participation opportunities. The frequent turnover in BOA membership strains staff resources because of the time it takes to solicit and appoint new members, to train members, and to hold annual meetings.

Staff recommends appointing the members of the Planning and Zoning Commission as the BOA. The members of the Planning and Zoning Commission will essentially fill two committee appointments. This will allow the city to ensure we have an appointed BOA. This change requires changes to the provisions in the Zoning Ordinance related to the creation, composition of the BOA as well as the powers and responsibilities and processes of the BOA. Under the Zoning Ordinance, the BOA is responsible for adopting rules of procedure not inconsistent with the Zoning Ordinance. There is no requirement for council approval of the BOA's rules of approval. Pursuant to this requirement, staff will be updating the Rules of Procedure for the BOA, which have not been updated since 1996, and will be taking them to the BOA for approval.

Staff is recommending the text amendment to the Goodyear Zoning Ordinance as set forth in the draft of Ordinance 2022-1551.

Public Participation:
The Planning and Zoning Commission considered this item at a public hearing held on August 17, 2022. Staff provided an overview of the text amendment to the Commission. Upon close of the public hearing, the Commission unanimously voted (7-0) to forward a recommendation of approval to the City Council. No one from the public spoke on this item. There was no opposition to the item voiced at the public hearing.

Attachments

Ordinance No. 2022-1551

ORDINANCE NO. 2022-1551

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING GOODYEAR ZONING ORDINANCE SECTION 1-2-5 ("PLANNING AND ZONING COMMISSION"), SECTION 1-2-7 ("BOARD OF ADJUSTMENT"), AND SECTION 1-3-3 (VARIANCE); AND PROVIDING FOR CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Goodyear Zoning Ordinance currently requires a concurring vote of four members of the Planning and Zoning Commission to recommend approval of an application, which is problematic when not all of the commissioners are present for a vote; and

WHEREAS, the Goodyear Board of Adjustment rarely meets due to a small caseload making the appointment and retention of members of the Board difficult; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona find that changing the requirements for the number of votes needed to recommend approval of an application, designating the City of Goodyear Planning and Zoning Commission as the City of Goodyear Board of Adjustment (BOA), and modifying the BOA's responsibilities, powers and processes are in the best interests of the City and its citizens and businesses.

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

SECTION 1. Goodyear Zoning Ordinance Section 1-2-5 ("Planning and Zoning Commission") is hereby amended to revise paragraph B subparagraph 4 as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~) with the other subparagraphs of said paragraph B remaining unchanged:

4. The concurring vote of ~~four members~~ a simple majority of the Commission shall be necessary to recommend approval of any application. Any other motion shall be governed by Robert's Rules of Order.

SECTION 2. Goodyear Zoning Ordinance Section 1-2-5 (Planning and Zoning Commission") is hereby amended to revise paragraph C subparagraph 4 as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~) with the other subparagraphs of said paragraph C remaining unchanged:

4. To promulgate rules of procedure and to supervise the enforcement of rules so promulgated by the Commission ~~and approved by the City Council~~.

SECTION 3. Goodyear Zoning Ordinance Section 1-2-7 ("Board of Adjustment") is hereby amended to revise paragraph A as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

A. *CREATION, COMPOSITION~~, TERMS OF MEMBERS~~.*

1. The Board of Adjustment is created to provide for relief from the terms of this **Ordinance** through the grant of **variances**, and to hear and decide appeals from decisions of the **Zoning Administrator**.

2. The Planning and Zoning Commission shall sit as the ~~A~~ Board of Adjustment (and is referred to as the "Board" when it is acting in that capacity) ~~shall consist of five (5) members, each of whom shall be a resident of the City of Goodyear. The members of the Board shall be appointed by the Mayor with the approval of the City Council for three (3) year terms, unless sooner removed by the Council, provided nothing herein shall affect the expiration of the current terms of said Board. Members may be appointed to shorter terms at the discretion of the Mayor and City Council as necessary to provide for staggered terms. Any member of the Board may be removed by the Mayor with the consent of a majority vote of the City Council for inefficiency, neglect of duty, malfeasance in office, or other good and sufficient cause. Vacancies shall be filled for the unexpired term of the member whose position has become vacant. The members of the Board shall serve without compensation~~.

~~3. If the legislative body is established as the Board, it shall exercise all of the functions and duties of the Board in the same manner and to the same effect as provided in this Section.~~

3. ~~4.~~ The chairman of the Commission shall serve as the chairman of the Board and ~~shall elect a chairman and vice chairman from among its own members who~~ shall have power to administer oaths and to take evidence. The vice-chairman of the Commission shall serve as the vice-chairman of the Board and shall act as the chairman of the Board in the absence of the chairman.

4. ~~5.~~ Meetings of the Board shall be open to the public. The minutes of its proceedings, showing the vote of each member and records of its examinations and other official actions shall be kept and filed in the office of the City Clerk as a public record.

5. ~~6.~~ The Board shall adopt rules of procedure not inconsistent with the provisions of this **Ordinance** for the conduct of its business and procedure.

~~7. The concurring vote of three (3) members of the Board shall be necessary to grant a **variance**, reverse any order or decision of the **Zoning Administrator**, or to decide in favor of the applicant on any matter upon which it is required to act.~~

~~8. When any Board member has direct pecuniary or proprietary interest in any matter before the Board, said member shall be excused and refrain from participating in discussion and voting on any matter in which such conflict exists.~~

6. ~~9.~~ The ~~**Zoning Administrator**~~ Goodyear City Clerk or his/her designee shall serve ex-officio as the Secretary of the Board, but shall have no vote.

~~10. The Board may hold closed executive sessions or like sessions for the purposes and in the power provided by Arizona law.~~

7. In the event a conflict of interest prevents the City Attorney or his/her designee from representing the Board on an appeal of a decision of a Zoning Administrator, the City shall appoint outside counsel to represent the Board in such appeals.

SECTION 4. Goodyear Zoning Ordinance Section 1-2-7 ("Board of Adjustment") is hereby amended to revise paragraph B ("POWERS") subparagraphs 1, 2, 5, and 6 as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~), with the other subparagraphs of said paragraph B remaining unchanged:

1. Except as otherwise expressly provided in this **Ordinance** or the Goodyear City Code, the Board shall hear and decide appeals in which it is alleged there is an error in an order, requirement or decision made by the **Zoning Administrator** in the enforcement of this **Ordinance**.
2. Upon determination by the Board that there is an error in an order, requirement or decision by the **Zoning Administrator** in the enforcement of this **Ordinance**, ~~The~~ the Board, ~~in connection with its consideration of an appeal,~~ may reverse or affirm, wholly or partly, or modify the order, requirement or decision of the **Zoning Administrator** being appealed and may impose conditions as the Board deems necessary to fully carry out the provisions and intent of this **Ordinance**. The violation of any conditions of approval or other condition imposed by the Board shall be a violation of this **Ordinance**.
5. ~~The concurring vote of three (3) members of the Board shall be necessary to reverse or modify a decision of the **Zoning Administrator**, or to grant a **variance**.~~
6. ~~The decision of the Board shall be final on such matters for which it has jurisdiction under this section.~~

SECTION 5. Goodyear Zoning Ordinance Section 1-2-7 ("Board of Adjustment") is hereby amended to revise paragraph C ("APPEALS OF DECISION OF **ZONING ADMINISTRATOR**") and subparagraph 5 as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~), with the other subparagraphs of said paragraph C remaining unchanged:

C. *APPEALS OF DECISION OF **ZONING ADMINISTRATOR***. Unless otherwise provided in this **Ordinance** or the Goodyear City Code, p~~P~~ersons with standing who are aggrieved by a decision of the **Zoning Administrator**, ~~except for decisions on applications for a **Site Plan** or Design Review~~, shall be entitled to appeal such decision by filing a written notice of appeal within fifteen (15) calendar days of the date the decision was issued. The appeal shall be filed with the **Zoning Administrator** and shall be processed in accordance with the

procedures generally described herein and more fully described in the **Administrative Process Manual**.

5. The concurring vote of ~~three (3) members~~ a simple majority of the Board shall be necessary to reverse or modify any decision of the **Zoning Administrator**.

SECTION 6. Goodyear Zoning Ordinance Section 1-2-7 ("Board of Adjustment") is hereby amended to revise paragraph D ("SPECIAL ACTION IN SUPERIOR COURT") (with additions shown with double underlining and deletions shown with ~~strikeouts~~):

> D. *SPECIAL ACTION IN SUPERIOR COURT.* A person aggrieved by a decision of the Board, a taxpayer who owns or leases the adjacent property, or a property within three hundred feet from the boundary of the immediately adjacent property, and/or an officer or a department of the municipality affected by a decision of the Board may, at any time within thirty days after a decision has been rendered, file a complaint for special action in the superior court of Maricopa County to review the Board's decision. Filing the complaint does not stay proceedings on the decision sought to be reviewed, but the court may, on application, grant a stay and on final hearing may affirm or reverse, in whole or in part, or modify the decision reviewed.

SECTION 7. Goodyear Zoning Ordinance Section 1-3-3 ("Variances") is hereby amended to revise paragraph C ("APPROVAL) as follows (with additions shown with double underlining and deletions shown with ~~strikeouts~~), shall be deleted:

> C. *APPROVAL.* The Board shall hold a public hearing for which due and proper notice has been provided in accordance with Section 1-3-9 and all interested persons shall be given the opportunity to be heard. The concurring vote of ~~three (3) members~~ a simple majority of the Board shall be necessary to ~~reverse any decision of an Administrative Official, or to pass any variations from this~~ **Ordinance**, grant a **variance**. Any **variance** granted may be subject to such conditions deemed applicable by the Board. **Variances** shall be void if the subject property does not conform to all conditions, requirements, and standards prescribed by the Board as a condition for approval of the **variance**.

SECTION 8. As soon as practicable after the effective date of this Ordinance, the City of Goodyear Planning and Zoning Commission shall modify its Rules of Procedure, with the assistance of City of Goodyear staff and consultants, to accommodate its additional role as the City of Goodyear Board of Adjustment.

SECTION 9. CORRECTIONS

The City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the

correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 10. SEVERABILITY

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of the ordinance or parts thereof.

SECTION 9. EFFECTIVE DATE

This Ordinance shall become effective thirty days after adoption in the manner prescribed by law.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ITEM #: 22.
DATE: 08/29/2022
AI #:1028

CITY COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLATS FOR ESTRELLA PARCEL 9.18 AND ESTRELLA PARCEL 9.21

STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

OTHER PRESENTER(S):

Andrew Yancey, Bergin, Frakes, Smalley & Oberholtzer, PLLC

SUMMARY

Preliminary Plats for Estrella Parcel 9.18 and Estrella Parcel 9.21, subdividing approximately 34.3 acres of property into 143 lots and 21 tracts.

Recommendation

Approve the Estrella Parcel 9.18 Preliminary Plat and the Estrella Parcel 9.21 Preliminary Plat subject to stipulations. (Alex Lestinsky, Senior Planner)

STIPULATIONS

The following stipulations are conditions of approval of the preliminary plats for Estrella Parcel 9.18 and Estrella Parcel 9.21 (collectively the “Estrella Parcel 9 Preliminary Plats”):

1. The infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plats being presented for approval. Accordingly, final plat(s) that include all of the property included within the Estrella Parcel 9 Preliminary Plats shall be presented to council for approval concurrently and shall be recorded concurrently (collectively the “Estrella Parcel 9 Final Plats”); and
2. The Estrella Parcel 9 Preliminary Plats (Estrella Parcels 9.18 and 9.21) were designed in conformance with an amendment to the existing PAD zoning that is set forth in Ordinance 2022-1544 being presented to City Council for approval concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats. Because the final plats for the property included within the Estrella Parcel 9 Preliminary Plats have to be approved and recorded concurrently, if Ordinance No. 2022-1544 is not approved or does not become effective, the approval of the Estrella Parcel 9 Preliminary Plats shall be void. No final plat(s) including any of the property within the Estrella Parcel 9 Preliminary Plats shall be approved until Ordinance 2022-1544 becomes effective; and

3. Prior to approval of the Estrella Parcel 9 Final Plats, owner shall demonstrate to the city that adequate potable water resources exist to serve the Property in the form of Equivalent Dwelling Units (EDU) pursuant to any development agreement with the City. The EDU calculation demonstrating compliance with such agreement shall be placed on the final plat(s); and
4. Except as provided herein, The Estrella Parcel 9 Final Plats shall not be approved and no construction permits shall be issued for any work within any of the property included within the Estrella Parcel 9 Final Plats until both of the following conditions have been satisfied: (1) The Rainbow Valley WRF, has been modified or expanded and permitted to treat average day wastewater flows in amounts equal to or greater than 0.75 million gallons per day (mgd) (the "Rainbow Valley WRF Expansion(s)"); and (2) capacity resulting from the Rainbow Valley WRF Expansion(s) is available, that is, the capacity resulting from the Rainbow Valley WRF Expansion(s) has not been committed, by final plat or site plan approval, to serve other developments. Upon the written consent of the City Engineer or his designee, the Estrella Parcel 9 Final Plats and/or construction permits for work within the property included in the Estrella Parcel 9 Final Plats may be issued prior to the completion of the Rainbow Valley WRF Expansion(s) if a Rainbow Valley WRF Expansion is under construction and the City Engineer or his designee determines that the Rainbow Valley WRF Expansion will be completed prior to when wastewater services to the property within the Estrella Parcel 9 Final Plats will be needed and that the capacity resulting from the Rainbow Valley WRF Expansion(s) is available to serve the property within the Estrella Parcel 9 Final Plats; and
5. Owner shall comply with the requirements of Stipulation 7 in Ordinance 2022-1544 being presented to City Council for approval concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats, which requires the construction of the community park within Parcel 9.23 as set forth in the Montecito Planned Area Development Regulatory Standards Booklet dated May 2022 in conjunction with vertical construction in connection with the recordation of the final plat subdividing all or part of the property subject to Ordinance 2022-1544 that includes the 351st lot created by all final plats recorded after the date this Ordinance is adopted, as approved by the Zoning Administrator. (For example, if a final plat is recorded for Parcel 9.40 creating 105 lots followed by the recordation of a final plat for parcel 9.17, creating 184 lots and then a final plat for Parcel 9.42 is recorded creating 150 lots, the recordation of the final plat for Parcel 9.42 will trigger the obligation to construct the park in Parcel 9.23 because it will include the 351st lot (105 + 184 + 150 = 439)) Park and open spaces areas, except for those areas (if any) that are conveyed to the City or school district, shall be privately owned and maintained by the Homeowners Associations; and
6. Prior to recordation of the Estrella Parcel 9 Final Plats, Owner shall dedicate to the City the following:
    a. all right of-way needed for the construction of full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive and West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186th Avenue alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment and
    b. public utility easements along all road right-of-way to be dedicated herein.

    The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9

Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier. The easements and conveyances referred to herein shall be recorded prior to the recordation of the Estrella Parcel 9 Final Plats, and the recording information for the easements and conveyances shall be inserted onto the final plats before they are recorded; and;

7. Owner shall dedicate to the City, by separate instrument, a 30-foot wide Sewer Easement from the eastern boundary of Tract J as reflected in the Preliminary Plat for Estrella Parcel 9.21 to the existing 20' wide utility easement as recorded in 2005-1874947, M.C.R. The easement shall be dedicated lien free and, unless otherwise agreed to by the City Engineer or his/her designee, free of all other easements or other encumbrances, and shall be in a form approved by the City Attorney or his/her designee. The easement referred to herein shall be recorded prior to the recordation of the Estrella Parcel 9 Final Plats and the recording information for the easement shall be inserted onto the Final Plat for Estrella Parcel 9.21 prior to the recordation of the Estrella Parcel 9 Final Plats; and
8. Owner shall dedicate to the City by separate instrument a temporary drainage easement located outside the boundaries of the property included within the Preliminary Plat for Estrella Parcel 9.21 at the southeast corner of Estrella Parcel 9.21 as reflected in the Preliminary Plat for Estrella Parcel 9.21. The easement shall be dedicated lien free and, unless otherwise agreed to by the City Engineer or his/her designee, free of all other easements of other encumbrances, and shall be in a form approved by the City Attorney or his/her designee. The easement referred to herein shall be recorded prior to the recordation of the Estrella 9 Final Plats and the recording information for the easement shall be inserted onto the Final Plat for Estrella Parcel 9.21 prior to the recordation of the Estrella Parcel 9 Final Plats; and
9. Owner shall construct full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive with West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186th Avenue Alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment (the "Loop Improvements"). The Loop Improvements shall include wash crossings that meet the requirements of the City Engineering Design Standards and Policies and shall be constructed pursuant to construction plans approved by the City Engineer of his/her designee. Owner shall provide the City Engineer with financial assurances in an amount sufficient to ensure the completion of the Loop Improvements prior to the recordation of the Estrella Parcel 9 Final Plats. Except for model homes, not certificates of completions, temporary certificates of occupancy or certificates of occupancy shall be issued for structures within the property included within the Estrella Parcel 9 Final Plats until the Loop Improvements have been completed and accepted by the City Engineer subject to the completion of the two-year warranty period; and
10. Owner shall channelize the Wash I66 pursuant to an approved CLOMR/LOMR process to bring that portion of the property within the Estrella Parcel 9 Preliminary Plats that is currently in the floodplain out of the floodplain. The CLOMR/LOMR shall be approved pursuant to the Engineering Design Standards and Policies Manual in effect at the time of development and shall be approved by FEMA. The channelization of the portion of Wash I66 from the southern boundary of Estrella Parcel 9.8 as reflected in the Final Plat for Estrella Parcel 9.8 recorded in the Official Records of the Maricopa County Recorder at Book 1313 of Maps Page 21 to the Rainbow Valley Road alignment shall be designed and constructed as a single project and, unless otherwise approved in a development agreement approved by the City Council, the channelization shall be completed prior to

the issuance of any building permits for any structure within the property included within the Estrella Parcel 9 Preliminary Plats; and;

11. No certificates of completion, temporary certificates of occupancy or certificates of occupancy shall be issued for any structure within any of the property included within the Estrella Parcel 9 Preliminary Plats except for model homes until all on-site and off-site infrastructure needed to for the City to provide services to such property has been completed, and all public infrastructure accepted by the City Engineer or his/her designee subject to the completion of the two year warranty period. This includes by way of example but not limitation on-site and off-site street improvements, secondary access improvements, water and wastewater improvements, including improvements for a looped water system, and drainage improvements. The Estrella Parcel 9 Final Plats shall provide for secondary access points and a looped water system that meet applicable standards; and
12. All existing above ground utility lines, excluding power lines 69 kv or larger, within and abutting the boundaries of the Estrella Parcel 9 Final Plats shall be undergrounded prior to issuance of any certificate of completion, temporary certificate of occupancy, or certificate of occupancy for any structure within the property included in the Estrella Parcel 9 Preliminary Plats, other than for model homes; and
13. Owner shall dedicate, at no cost to the city, all right-of-way and/or easements that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the property within the Estrella Parcel 9 Preliminary Plats; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the property included within the Estrella Parcel 9 Preliminary Plats, 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 included within the Estrella Parcel 9 Preliminary Plats; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (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 included within the Estrella Parcel 9 Preliminary Plats 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 right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications required herein shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier; and
14. Owner shall dedicate to the City by separate instrument, all easements and right-of-way outside the boundaries of the Estrella Parcel 9 Preliminary Plats required for infrastructure: needed to handle stormwater run-off generated on the property within the Estrella Parcel 9 Preliminary Plats and from adjacent roadways; needed for access to the property within the Estrella Parcel 9 Preliminary Plats; and needed for the city or others to provide utility services to the property within the Estrella Parcel 9 Preliminary Plats. This may include, but is not limited to, water easements, sewer easements, public utility easements, access easements, drainage easements, and right-of-way. The right-of-way

to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All of the easements referred to herein shall be in a form approved by the City Attorney or his designee and the right-of-way shall be dedicated lien free and in fee. The easements and conveyances referred to herein shall be recorded prior to the recordation of the Estrella Parcel 9 Final Plats and the recording information for the easements and conveyances shall be inserted onto the Estrella Parcel 9 Final Plats as applicable; and

15. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the property included within the Estrella Parcel 9 Preliminary Plats 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, all Building Codes and Regulations adopted by the City of Goodyear, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the property included within the Estrella Parcel 9 Preliminary Plats; and
16. In addition to the specific infrastructure identified herein, Owner shall construct all infrastructure improvements required by the City of Goodyear subdivision regulations and Engineering Design Standards and Policy Manual in effect at the time of construction.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The property included within the Estrella Parcel 9 Preliminary Plats is located south of West Mountain Vista Drive. On January 22, 2018, the City Council adopted Ordinance No. 2018-1380 approving the Montecito PAD Amendment, which designated the subject parcel as SFD-60 (single family detached with a minimum lot width of 60 feet). A PAD Amendment which modifies the district applicable to four parcels within the Montecito area and includes Parcels 9.18 and 9.21 is being processed concurrently with these preliminary plats. These parcels are proposed for the SFD/A (Single Family Detached/Attached) district within the Montecito PAD and stipulated to a minimum lot width of 47 feet. If the PAD Amendment is not approved by City Council, these Preliminary Plats will not move forward as currently designed.

The Planning and Zoning Commission recommended approval of the preliminary plats with a 7-0 vote on August 17, 2022. At the meeting, staff combined the presentations for both sets of preliminary plats in the Montecito area. A resident presented a question to the Commission about the proposed lots being "condensed lots" and whether the developer was trying to increase the number of lots developed in this area. Chairman Kish noted that staff had advised that the number of lots permitted to be developed within Montecito was not being

changed, which the applicant then confirmed. Commissioner Sambito questioned whether court home type products would be developed in the platted properties. The applicant explained that the preliminary plat and zoning only permitted single family residential on these parcels and did not allow for the Court Home products developed in other areas of Montecito.

STAFF ANALYSIS

Current Policy:

Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. Subject to the satisfaction of the conditions of approval set forth above and as discussed below, the preliminary plats presented herein satisfy the foregoing preliminary plat requirements. Approved preliminary plats expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the property included in the preliminary plat or an extension has been obtained.

Details of the Request:

The request is to subdivide approximately 13 acres into 51 lots and 10 tracts for Parcel 9.18 and subdivide approximately 21 acres into 92 lots and 11 tracts for Parcel 9.21. In total, these subdivisions include approximately 34.3 acres of property into 143 lots and 21 tracts. The subdivisions reflected in the preliminary plats presented herein will be accessed by West Mountain Vista Drive.

This Planning & Zoning Commission Action Report has been combined for the two respective preliminary plats because the infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plat being presented for approval. Accordingly, the approval of each preliminary plat presented herein is contingent the other preliminary plat presented herein being approved. Although it is anticipated that separate final plats will be prepared corresponding to each of the preliminary plats being presented for approval, all of the final plats will need to be approved and recorded concurrently because of the interdependency of the infrastructure required to serve the property included in the preliminary plats being presented for approval.

Surrounding development includes:

- North – W. Mountain Vista Drive; Future Parcels 9.39 and 9.40
- East – Future Parcel 9.22
- South – Future Parcels 9.19 and 9.20
- West – Future Parcel 9.17 and 9.16

The typical lot within these subdivisions will be 47-feet wide and 115-feet deep. As designated in the PAD and modified by the proposed PAD Amendment, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 10-feet for the rear. Lot coverage is 75%. The maximum building height is 30 feet. A specific housing product or homebuilder has yet to be determined. Approximately 8 acres of open space is provided between the two parcels, additionally, the Montecito area is provided amenities such as the Presidio Residents Club, a future 12+ acre park, and multiple trail connections within the community.

School Districts:
The subject property is located within the Liberty Elementary School District and the Buckeye Union High School District. Westar Elementary School and Estrella Foothills High School are located approximately 3 miles from this site.

Luke Air Force Base and Phoenix Goodyear Airport:
The subject property is not located within the vicinity of a military airport. Given the location of the subject property, base operations will not be adversely impacted by this proposed amendment.

Phoenix-Goodyear Airport:
The subject property is not located within the Phoenix-Goodyear Traffic Pattern Airspace. Given the location of the property, airport operations will not be adversely impacted by this proposed amendment.

Fire Department:
Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#186	1.56	0.78	5.66	2.83	#182	5.12	2.56	11.44	5.72

Police Department:
This parcel is located within an existing patrol beat and the current level of service within the patrol beat can accommodate development of the property.

Solid Waste/Recycling:
Solid waste and recycling will be provided by the City of Goodyear.

Water/Wastewater:
Water and wastewater services will be provided by the City of Goodyear.

Streets/Transportation:
The property within each of the Estrella Parcel 9 Preliminary Plats being presented herein parcels will be accessible by two points of entry off of West Mountain Vista Drive. All streets within the subdivision will be public and constructed to city standards. Required access and secondary access shall be provided with the construction of each parcel as required in the stipulations.

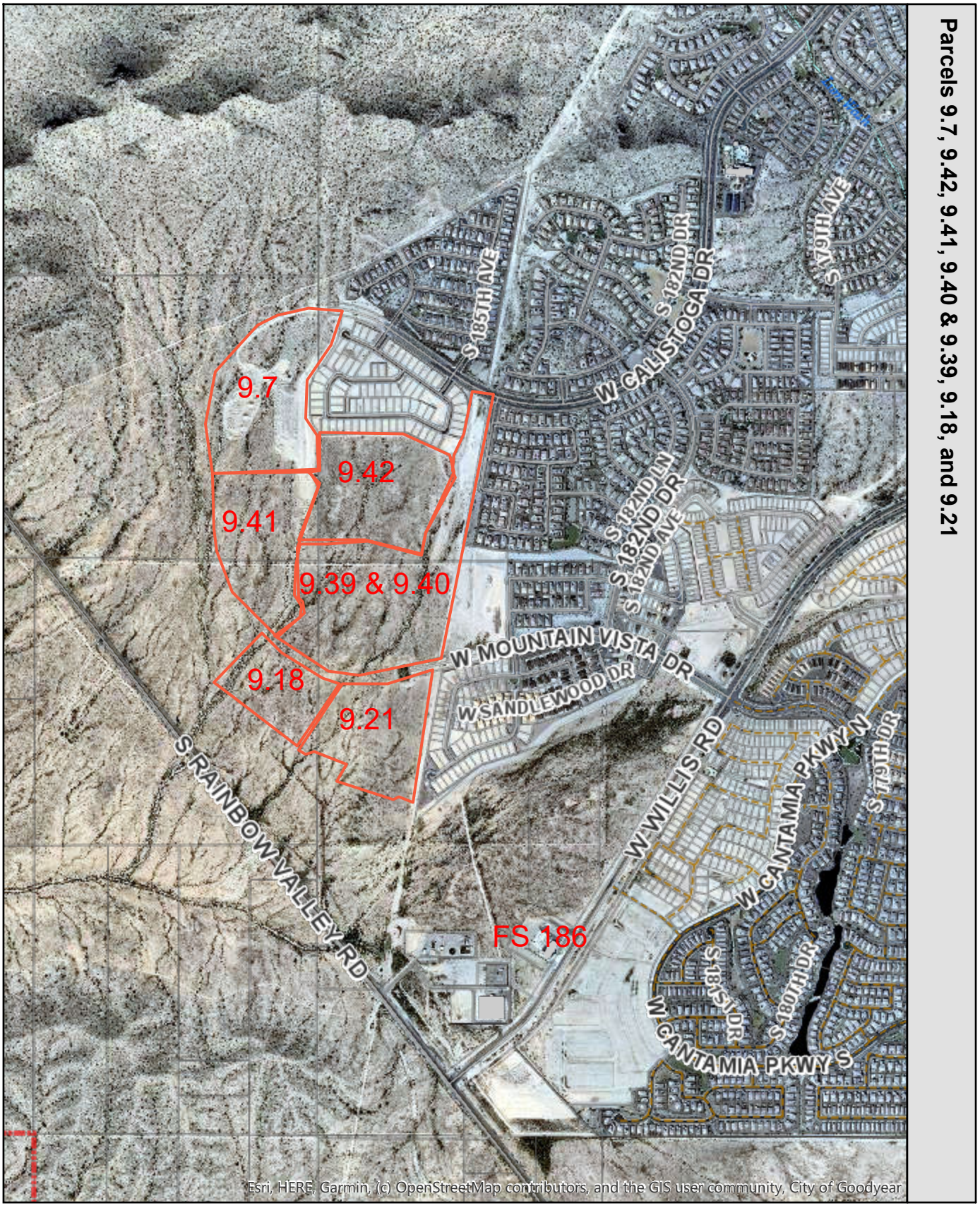
Staff Findings:
The preliminary plats are consistent with the development standards established within the Montecito PAD, as amended. The preliminary plats are consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plats on August 17, 2022.

Attachments

Aerial Photo
Preliminary Plat for Estrella Parcel 9.18
Preliminary Plat for Estrella Parcel 9.21
Presentation

Name of Map: Estrella Montecito Parcels

Description: Preliminary Plats



Parcels 9.7, 9.42, 9.41, 9.40 & 9.39, 9.18, and 9.21

ESTRELLA
PARCEL 9.18
PRELIMINARY PLAT

A PROPOSED SUBDIVISION LOCATED WITHIN A PORTION OF SECTIONS 33 & 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

GOODYEAR, ARIZONA

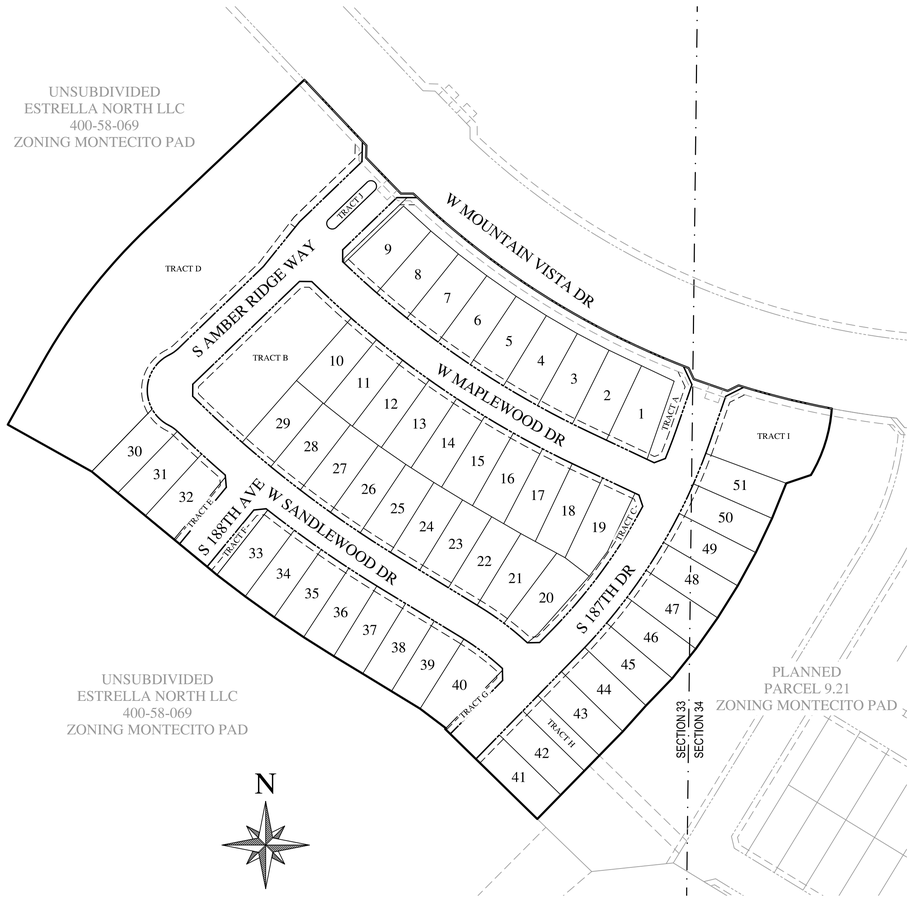
ESTRELLA - PARCEL 9.18		
SITE DATA TABLE		
TOTAL GROSS AREA	571,884.14 SQ FT	13.13 AC
TOTAL STREET AREA	121,038.32 SQ FT	2.78 AC
TOTAL NET AREA	450,845.82 SQ FT	10.35 AC
LOT SIZE, MINIMUM DIMENSIONS	47' X 115'	
MINIMUM LOT SIZE	5,405 SQ FT	
AVERAGE LOT SIZE	5,799 SQ FT	
TOTAL NUMBER OF LOTS	51	
TOTAL AREA SUBDIVIDED INTO LOTS	295,778.83 SQ FT	6.79 AC
DENSITY(GROSS ACREAGE)	3.89	DU/AC
ONSITE OPEN SPACE /LANDSCAPE	153,765.27 SQ FT	3.53 AC
ACTIVE USABLE OPEN SPACE	0.51 AC	14.45%
PASSIVE USABLE OPEN SPACE	2.41 AC	68.27%
PERCENT OPEN SPACE /LANDSCAPE	26.89%	
EXISTING ZONING	PAD	

CALCULATION OF ADJUSTED GROSS AREA	
AREA OF LOCAL STREETS	2.78
PLUS AREA SUBDIVIDED INTO LOTS	6.79
AREA SUBTOTAL	9.57
APPLY 15% OPEN SPACE FACTOR (CONSTANT)	0.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%)	11.26
EDU DENSITY CALCULATION	
NUMBER OF DWELLING UNITS	51
DIVIDED BY ADJUSTED GROSS AREA	11.26
ADJUSTED GROSS DENSITY	4.53
EDU CALCULATION	
NUMBER OF DWELLING UNITS	51
EDU CALC - FACTOR OF 0.82 FOR 4-6 DU/AC	0.82
EQUIV. DENSITY (51 x 0.82)	41.82

LEGAL DESCRIPTION

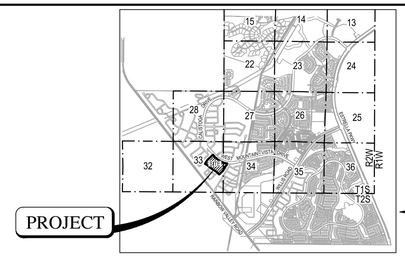
A parcel of land lying within Section 33 and Section 34, Township 1 South, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northeast corner of said Section 33, a 2 1/2-inch General Land Office (GLO) brass cap stamped T1S R2W S27 S28 S33 S34 1931, from which the north quarter corner of said Section 33, a 2 1/2-inch GLO brass cap stamped 1/4 S28 S33 1931, bears North 88°55'45" West (basis of bearing), a distance of 2633.26 feet;
THENCE along the north line of said Section 33, North 88°55'45" West, a distance of 543.33 feet;
THENCE leaving said north line, South 01°04'15" West, a distance of 679.00 feet, to the **POINT OF BEGINNING**;
THENCE South 43°22'07" East, a distance of 126.31 feet;
THENCE South 01°20'51" West, a distance of 17.06 feet;
THENCE South 44°07'45" East, a distance of 70.00 feet;
THENCE South 89°56'56" East, a distance of 17.28 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said non-tangent curve to the left, having a radius of 1155.00 feet, concave northeasterly, whose radius bears North 43°43'53" East, through a central angle of 22°44'23", a distance of 458.40 feet, to a point of intersection with a non-tangent line;
THENCE South 25°05'06" East, a distance of 17.20 feet;
THENCE South 70°50'39" East, a distance of 50.00 feet;
THENCE North 63°23'49" East, a distance of 17.20 feet, to a point of intersection with a non-tangent curve;
THENCE easterly along said non-tangent curve to the left, having a radius of 1155.00 feet, concave northerly, whose radius bears North 17°19'13" East, through a central angle of 06°39'24", a distance of 134.19 feet, to a point of intersection with a non-tangent curve;
THENCE southerly along said non-tangent curve to the right, having a radius of 208.00 feet, concave westerly, whose radius bears North 86°07'05" West, through a central angle of 27°02'57", a distance of 98.20 feet, to a point of intersection with a non-tangent line;
THENCE South 71°26'13" West, a distance of 36.35 feet;
THENCE South 22°03'16" West, a distance of 52.89 feet;
THENCE South 25°20'56" West, a distance of 52.89 feet;
THENCE South 28°38'37" West, a distance of 52.89 feet;
THENCE South 31°56'17" West, a distance of 52.89 feet;
THENCE South 35°13'57" West, a distance of 52.89 feet;
THENCE South 38°31'37" West, a distance of 52.89 feet;
THENCE South 43°58'37" West, a distance of 52.87 feet;
THENCE South 41°51'32" West, a distance of 48.55 feet;
THENCE South 44°19'49" West, a distance of 171.00 feet;
THENCE North 45°40'11" West, a distance of 180.00 feet;
THENCE North 44°19'49" East, a distance of 1.49 feet;
THENCE North 52°52'00" West, a distance of 45.25 feet;
THENCE North 58°36'23" West, a distance of 46.86 feet;
THENCE North 58°38'09" West, a distance of 47.00 feet;
THENCE North 58°50'23" West, a distance of 47.32 feet;
THENCE North 57°37'28" West, a distance of 49.78 feet;
THENCE North 55°59'01" West, a distance of 49.78 feet;
THENCE North 54°20'34" West, a distance of 49.78 feet;
THENCE North 52°42'06" West, a distance of 49.78 feet;
THENCE North 50°10'53" West, a distance of 17.80 feet;
THENCE North 50°28'13" West, a distance of 209.02 feet;
THENCE North 60°47'21" West, a distance of 134.45 feet;
THENCE North 29°12'39" East, a distance of 95.67 feet, to the beginning of a curve;
THENCE northeasterly along said curve to the right, having a radius of 810.00 feet, concave southeasterly, through a central angle of 17°25'13", a distance of 246.28 feet, to the curves end;
THENCE North 46°37'53" East, a distance of 298.45 feet, to the **POINT OF BEGINNING**.



VICINITY MAP

PARCEL 9.21 AND THE MOUNTAIN VISTA DRIVE CONNECTION TO CALISTOGA DRIVE MUST BE CONSTRUCTED CONCURRENTLY OR PRIOR TO PARCEL 9.18 TO PROVIDE A SECONDARY ACCESS CONNECTION, LOOPED WATER SYSTEM, AND A SEWER OUTFALL.



LOCATION MAP
NTS

OWNER / DEVELOPER

ESTRELLA NORTH LLC
17700 N PACESETTER WAY, SUITE 100
SCOTTSDALE, ARIZONA 85255
PHONE: (480) 348-1118
CONTACT: TIM BRISLIN

BASIS OF BEARING

WEST LINE OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF SOUTH 00°41'09" WEST

BENCHMARKS

3-INCH CITY OF GOODYEAR BRASS CAP FLUSH LOCATED AT THE INTERSECTION OF ESTRELLA PARKWAY AND SAN MIGUEL, HAVING AN ELEVATION OF 1026.73'
OLD CITY OF GOODYEAR NGVD 29 DATUM. TO CONVERT ELEVATIONS TO NEW CITY OF GOODYEAR NAVD 88 DATUM, ADD 1.64'

HOME OWNERS ASSOCIATION

THE PROJECT WILL BE INCORPORATED INTO THE EXISTING VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION.

PROJECT SITE DATA

ASSESSOR PARCEL NUMBER(S):
400-58-069 & 400-58-328B
ZONING:
MONTECITO PAD
AREA:
GROSS=13.13 AC
NET=10.35 AC
DISTURBED AREA= 12.23 AC

ENGINEER & SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 W NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
CONTACT: ETHAN A. BOYLE, P.E.

LANDSCAPE

SWABACK ARCHITECTS & PLANNERS
7550 E MCDONALD DR
SCOTTSDALE, ARIZONA 85250
PHONE: (480) 367-2100
CONTACT: MR. JEFFERY M. DENZAK A.S.L.A., A.P.A.

SOILS REPORT NOTE

A SOILS (GEOTECHNICAL) REPORT HAS BEEN PREPARED FOR THIS PROJECT TITLED 'ESTRELLA MOUNTAIN RANCH - MONTECITO PARCEL 9.18' BY PROTEX, JOB #10793, DATED NOVEMBER 23, 2020.

PUBLIC UTILITIES

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
ELECTRIC	APS
TELEPHONE	CENTURY LINK
GAS	SOUTHWEST GAS
CABLE TV	COX COMMUNICATIONS
RECLAIMED WATER	NNP NON-POTABLE DISTRIBUTION CO, LLC

CIVIL SHEET INDEX

1 - COVER SHEET
2 - PRELIMINARY PLAT
3 - DETAILS

TOTAL SHEETS - 3

WOOD PATEL

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Water Resources
Land Survey
Construction Management
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ESTRELLA - PARCEL 9.18
PRELIMINARY PLAT
GOODYEAR, ARIZONA
COVER SHEET

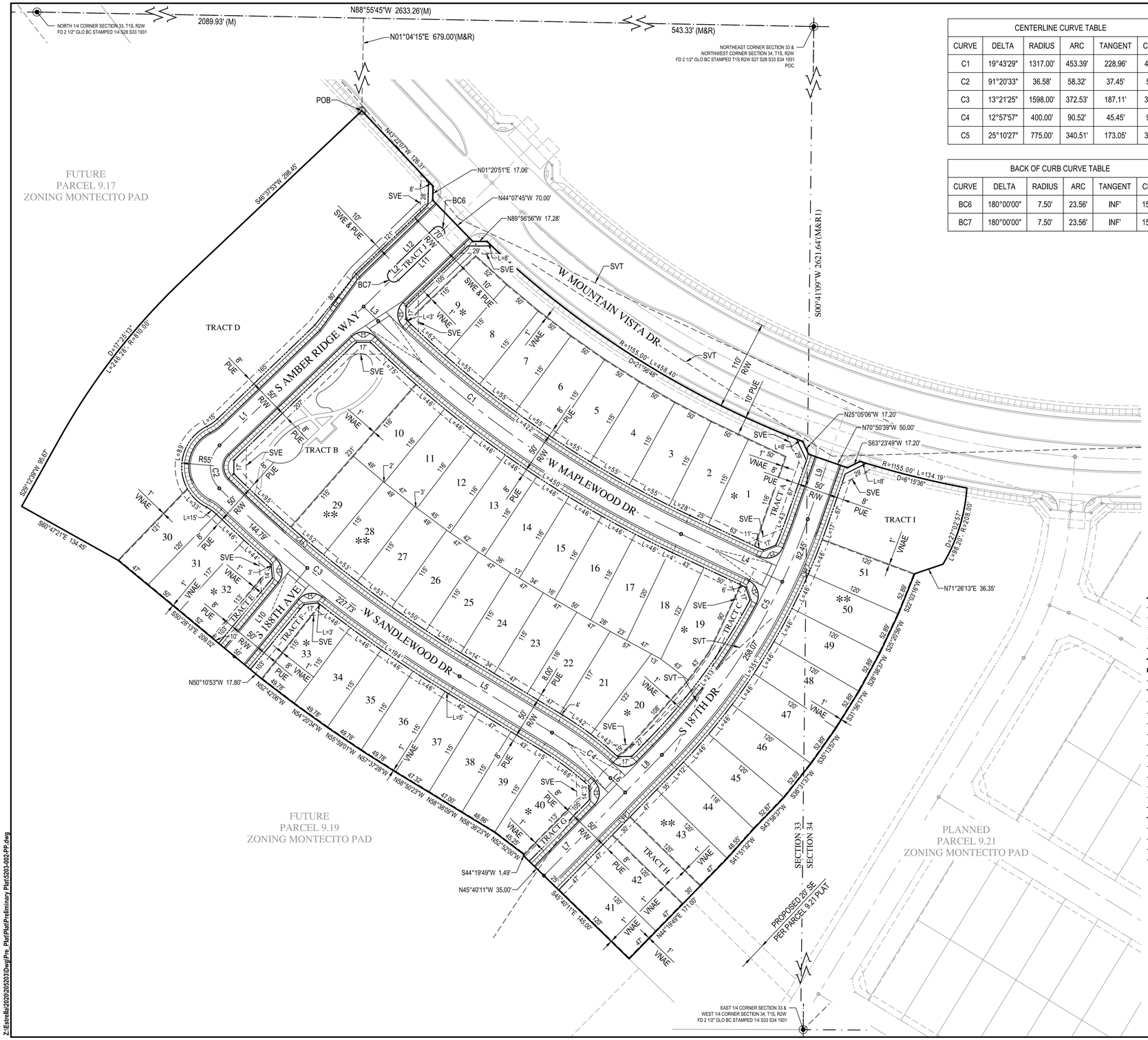
REV	DESCRIPTION	DATE

Registered Professional Engineer
CERTIFICATE NO. 58109
ETHAN A. BOYLE
Date Signed 7/07/22
ARIZONA U.S.A.
EXPIRES: 6/30/23

SCALE (HORIZ.)	1" = 100'
SCALE (VERT.)	N/A
DATE	7/07/2022
JOB NUMBER	205203
SHEET	1 OF 3

CHECKED BY: EB DESIGNED BY: DS DRAFTED BY: MG

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CENTERLINE CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD
C1	19°43'29"	1317.00'	453.39'	228.96'	451.16'
C2	91°20'33"	36.58'	58.32'	37.45'	52.33'
C3	13°21'25"	1598.00'	372.53'	187.11'	371.68'
C4	12°57'57"	400.00'	90.52'	45.45'	90.33'
C5	25°10'27"	775.00'	340.51'	173.05'	337.78'

BACK OF CURB CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD
BC6	180°00'00"	7.50'	23.56'	INF'	15.00'
BC7	180°00'00"	7.50'	23.56'	INF'	15.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N46° 03' 49"E	243.75'
L2	N46° 03' 49"E	142.65'
L3	S45° 01' 27"E	25.00'
L4	S64° 44' 56"E	136.23'
L5	S58° 38' 09"E	131.88'
L6	S45° 40' 11"E	25.00'
L7	N44° 19' 49"E	141.68'
L8	N44° 19' 49"E	64.02'
L9	N19° 09' 21"E	67.00'
L10	N39° 31' 47"E	139.56'

BACK OF CURB LINE TABLE		
LINE	BEARING	DISTANCE
L11	S46°03'49"W	75.00'
L12	N46°03'49"E	75.00'

N

0 60 120

Horz. 1 in. = 60 ft.

LEGEND & ABBREVIATIONS

BNDRY	PROJECT BOUNDARY
1500	PROPOSED MAJOR CONTOUR ELEVATION
1501	PROPOSED MINOR CONTOUR ELEVATION
1500	EXISTING MAJOR CONTOUR ELEVATION
1501	EXISTING MINOR CONTOUR ELEVATION
	POTABLE WATER PIPE & VALVE
	SANITARY SEWER PIPE, MANHOLE & CLEANOUT
	STORM DRAIN PIPE & MANHOLE
C/L	CENTER LINE
T/L	TRACT LINE
SVE	SIGHT VISIBILITY EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE
PUE	PUBLIC UTILITY EASEMENT
ESVAE	EMERGENCY SERVICE VEHICLE ACCESS EASEMENT
SE	SEWER EASEMENT
SWE	SIDEWALK EASEMENT
WE	WATER EASEMENT
DE	DRAINAGE EASEMENT
VNAE	VEHICULAR NON ACCESS EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
M/L	MONUMENT LINE
R/W	RIGHT OF WAY
E/P	EDGE OF PAVEMENT
B/C	BACK OF CURB
SW	SIDEWALK
BSL	BUILDING SETBACK LINE

LEGEND

* TWO STORY HOMES NOT PERMITTED.

** POTENTIAL HEADLIGHT INTRUSION-
DRIVEWAY LOCATION TO BE DESIGNATED
TO MITIGATE.

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ESTRELLA - PARCEL 9.18

PRELIMINARY PLAT

GOODYEAR, ARIZONA

PRELIMINARY PLAT

REV	DESCRIPTION	DATE

Registered Professional Engineer (Civil)
CERTIFICATE NO.
58109
ETHAN A. BOYLE
Date Signed 7/07/22
ARIZONA U.S.A.
EXPIRES: 6/30/23

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SCALE (VERT.)	N/A
DATE	7/07/2022
JOB NUMBER	205203
SHEET	2 OF 3

CHECKED BY: EB DESIGNED BY: DS DRAFTED BY: MG

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	6,514	0.1495
LOT 2	5,930	0.1361
LOT 3	6,049	0.1389
LOT 4	6,049	0.1389
LOT 5	6,049	0.1389
LOT 6	6,049	0.1389
LOT 7	6,049	0.1389
LOT 8	6,049	0.1389
LOT 9	6,523	0.1498
LOT 10	5,605	0.1287
LOT 11	5,605	0.1287
LOT 12	5,605	0.1287
LOT 13	5,606	0.1287
LOT 14	5,606	0.1287
LOT 15	5,623	0.1291
LOT 16	5,665	0.1300
LOT 17	5,774	0.1325
LOT 18	5,744	0.1319
LOT 19	6,248	0.1434
LOT 20	6,298	0.1446

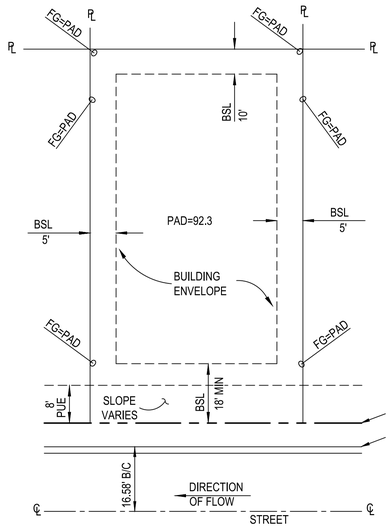
LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 21	6,096	0.1400
LOT 22	5,483	0.1259
LOT 23	5,431	0.1247
LOT 24	5,454	0.1252
LOT 25	5,586	0.1282
LOT 26	5,586	0.1282
LOT 27	5,824	0.1337
LOT 28	5,824	0.1337
LOT 29	5,823	0.1337
LOT 30	5,587	0.1283
LOT 31	5,695	0.1307
LOT 32	5,666	0.1301
LOT 33	5,538	0.1271
LOT 34	5,538	0.1271
LOT 35	5,538	0.1271
LOT 36	5,538	0.1271
LOT 37	5,424	0.1245
LOT 38	5,405	0.1241
LOT 39	5,480	0.1258
LOT 40	6,645	0.1526

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 41	5,640	0.1295
LOT 42	5,640	0.1295
LOT 43	5,640	0.1295
LOT 44	5,665	0.1301
LOT 45	5,868	0.1347
LOT 46	5,921	0.1359
LOT 47	5,921	0.1359
LOT 48	5,921	0.1359
LOT 49	5,921	0.1359
LOT 50	5,921	0.1359
LOT 51	5,921	0.1359

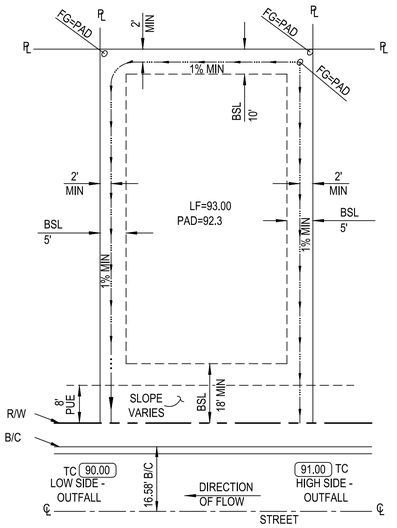
RIGHT-OF-WAY AREA TABLE		
RIGHT-OF-WAY	R/W AREA SQUARE FEET	R/W AREA ACRES
RIGHT-OF-WAY	121,038	2.7787

TRACT AREA TABLE			
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
TRACT A	14,840	0.3407	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT
TRACT B	22,246	0.5107	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, PARK
TRACT C	3,052	0.0701	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT D	89,866	2.0630	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, DRAINAGE, SIDEWALK EASEMENT
TRACT E	1,079	0.0248	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT F	1,811	0.0416	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT G	1,096	0.0252	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT H	3,600	0.0826	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, DRAINAGE, SEWER EASEMENT
TRACT I	16,177	0.3714	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, DRAINAGE
TRACT J	1,302	0.0299	MEDIAN, LANDSCAPE

NOTE
*TRACTS "A" THROUGH "I" WILL BE OWNED AND MAINTAINED BY THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION (HOA). TRACT "J" WILL BE OWNED BY THE CITY OF GOODYEAR AND MAINTAINED BY THE HOA.



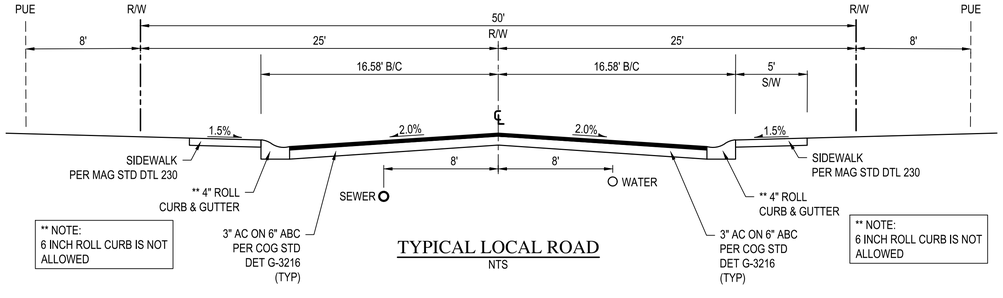
TYPICAL ROUGH PAD GRADING
(DRAINAGE REAR TO FRONT)



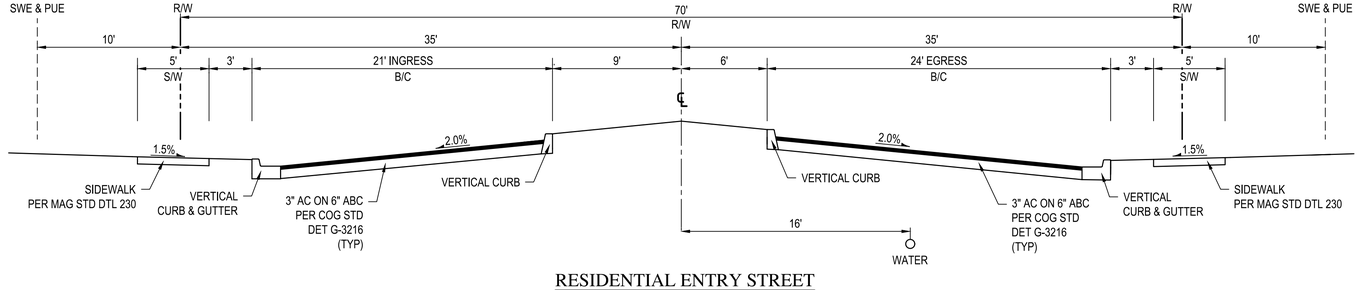
TYPICAL FINISHED PAD GRADING
(DRAINAGE REAR TO FRONT)

NOTES:

1. LOT FINISH GRADING TO BE COMPLETED BY OTHERS.
2. ALL LOTS MUST BE FINISH GRADED TO PROVIDE A SWALE TO ULTIMATE LOT OUTFALL (LOW TOP OF CURB, LOW TOP OF SIDEWALK).
3. ALL LOTS WILL REQUIRE REGULAR DRAINAGE MAINTENANCE, WHICH IS THE SOLE RESPONSIBILITY OF THE HOMEOWNER.
4. FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 18 INCHES ABOVE THE LOW LOT OUTFALL AND A MINIMUM OF 12 INCHES ABOVE THE HIGH WATER ELEVATION. THE PAD DRAINAGE DESIGN SHOWN ON THESE PLANS AND RECOMMENDATIONS PER THE SOILS REPORT MUST BE ADHERED TO.
5. ANY RETAINING WALL BACKFILL PLACED IN THE PAD AREA MUST BE COMPACTED PER THE SOILS REPORT RECOMMENDATIONS.
6. SETBACKS AND DEVELOPMENT STANDARDS PER THE MONTECITO PAD, AS AMENDED.



TYPICAL LOCAL ROAD
NTS



RESIDENTIAL ENTRY STREET
NTS

TYPICAL 47' X 115' LOT DETAIL
NTS

NOTES
*SETBACKS AND DEVELOPMENT STANDARDS PER THE MONTECITO PAD, AS AMENDED

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ESTRELLA - PARCEL 9.18

PRELIMINARY PLAT

GOODYEAR, ARIZONA

DETAILS

REV	DESCRIPTION	DATE

Registered Professional Engineer (Civil)
CERTIFICATE NO. 58109
ETHAN A. BOYLE
Date Signed 7/07/22
ARIZONA U.S.A.
EXPIRES: 6/30/23

SCALE (HORIZ.)	N/A
SCALE (VERT.)	N/A
DATE	7/07/2022
JOB NUMBER	205203
SHEET	3 OF 3

CHECKED BY: EB DESIGNED BY: DS DRAFTED BY: MG

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ESTRELLA
PARCEL 9.21
PRELIMINARY PLAT

A PROPOSED SUBDIVISION LOCATED WITHIN A PORTION OF SECTIONS 33 & 34,
TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

GOODYEAR, ARIZONA

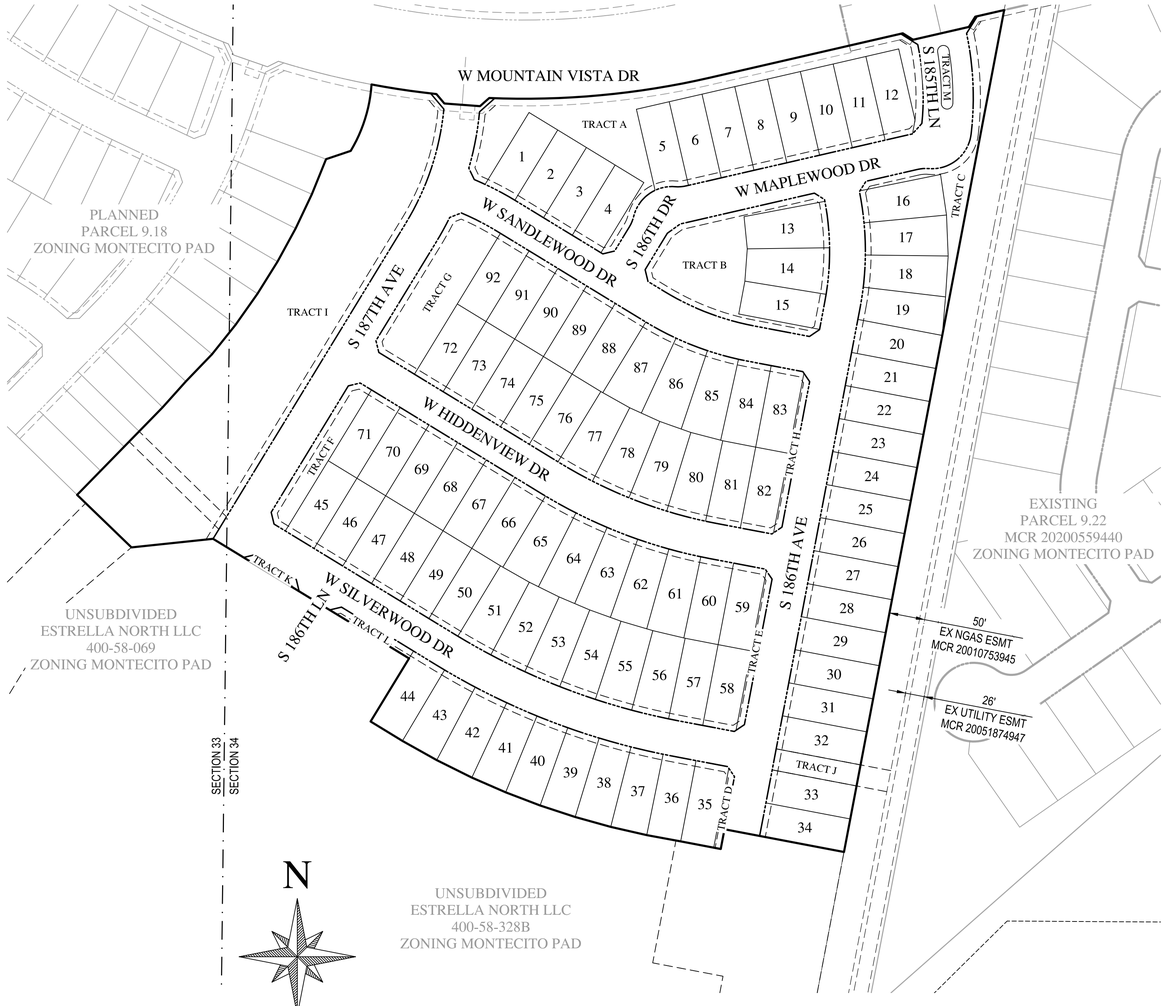
ESTRELLA - PARCEL 9.21		
SITE DATA TABLE		
TOTAL GROSS AREA	930,337.99 SQ FT	21.34 AC
TOTAL STREET AREA	215,644.51 SQ FT	4.95 AC
TOTAL NET AREA	714,693.48 SQ FT	16.41 AC
LOT SIZE, MINIMUM DIMENSIONS	47' X 115'	
MINIMUM LOT SIZE	5,403 SQ FT	
AVERAGE LOT SIZE	5,648 SQ FT	
TOTAL NUMBER OF LOTS	92	
TOTAL AREA SUBDIVIDED INTO LOTS	519,560.89 SQ FT	11.91 AC
DENSITY (GROSS ACREAGE)	4.31	DU/AC
ONSITE OPEN SPACE /LANDSCAPE	193,858.11 SQ FT	4.45 AC
ACTIVE USABLE OPEN SPACE	0.41 AC	9.21%
PASSIVE USABLE OPEN SPACE	3.22 AC	72.36%
PERCENT OPEN SPACE /LANDSCAPE	20.84%	
EXISTING ZONING	PAD	

CALCULATION OF ADJUSTED GROSS AREA	
AREA OF LOCAL STREETS	4.95
PLUS AREA SUBDIVIDED INTO LOTS	11.91
AREA SUBTOTAL	16.86
APPLY 15% OPEN SPACE FACTOR (CONSTANT)	0.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%)	19.84
EDU DENSITY CALCULATION	
NUMBER OF DWELLING UNITS	92
DIVIDED BY ADJUSTED GROSS AREA	19.84
ADJUSTED GROSS DENSITY	4.64
EDU CALCULATION	
NUMBER OF DWELLING UNITS	92
EDU CALC - FACTOR OF 0.82 FOR 4-6 DU/AC	0.82
EQUIV. DENSITY (92 x 0.82)	75.44

LEGAL DESCRIPTION

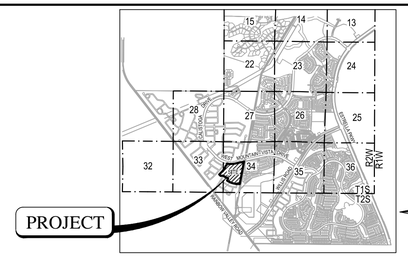
A parcel of land lying within Section 33 and Section 34, Township 1 South, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northwest corner of said Section 34, a 2 1/2-inch General Land Office (GLO) brass cap stamped T1S R2W S27 S28 S33 S34 1931, from which the north quarter corner of said Section 34, a 2-inch Maricopa County aluminum cap stamped T1S R2W 1/4 S27 S34 2003 RLS 36563, bears South 89°34'33" East (basis of bearing), a distance of 2634.60 feet;
THENCE along the north line of said Section 34, South 89°34'33" East, a distance of 189.48 feet;
THENCE leaving said north line, South 00°25'27" West, a distance of 1126.95 feet, to a point of intersection with a non-tangent curve and the **POINT OF BEGINNING;**
THENCE easterly along said non-tangent curve to the left, having a radius of 1155.00 feet, concave northerly, whose radius bears North 10°39'49" East, through a central angle of 04°32'56", a distance of 91.70 feet, to a point of intersection with a non-tangent line;
THENCE South 39°57'44" East, a distance of 17.20 feet;
THENCE South 85°43'16" East, a distance of 50.00 feet;
THENCE North 48°31'11" East, a distance of 17.20 feet, to a point of intersection with a non-tangent curve;
THENCE easterly along said non-tangent curve to the left, having a radius of 1155.00 feet, concave northerly, whose radius bears North 02°26'35" East, through a central angle of 15°23'35", a distance of 310.30 feet, to the curves end;
THENCE North 77°03'00" East, a distance of 276.84 feet;
THENCE South 57°57'00" East, a distance of 16.97 feet;
THENCE North 77°03'00" East, a distance of 80.00 feet;
THENCE North 32°03'00" East, a distance of 16.97 feet;
THENCE North 77°02'57" East, a distance of 41.36 feet;
THENCE South 10°45'59" West, a distance of 1198.02 feet;
THENCE North 79°14'01" West, a distance of 170.00 feet;
THENCE South 10°45'59" West, a distance of 28.06 feet;
THENCE North 79°14'01" West, a distance of 57.00 feet;
THENCE North 79°29'11" West, a distance of 48.25 feet;
THENCE North 77°09'11" West, a distance of 51.56 feet;
THENCE North 74°27'39" West, a distance of 51.56 feet;
THENCE North 71°46'06" West, a distance of 51.56 feet;
THENCE North 69°07'13" West, a distance of 51.56 feet;
THENCE North 66°23'01" West, a distance of 51.56 feet;
THENCE North 63°36'18" West, a distance of 54.85 feet
THENCE North 60°44'27" West, a distance of 54.85 feet;
THENCE North 58°36'01" West, a distance of 52.20 feet;
THENCE North 31°23'59" East, a distance of 103.26 feet;
THENCE North 58°36'01" West, a distance of 320.90 feet;
THENCE South 83°59'57" West, a distance of 114.66 feet;
THENCE North 45°59'05" West, a distance of 105.67 feet;
THENCE North 44°19'49" East, a distance of 171.00 feet;
THENCE North 41°51'32" East, a distance of 48.55 feet;
THENCE North 43°58'37" East, a distance of 52.87 feet;
THENCE North 38°31'37" East, a distance of 52.89 feet;
THENCE North 35°13'57" East, a distance of 52.89 feet;
THENCE North 31°56'17" East, a distance of 52.89 feet;
THENCE North 28°38'37" East, a distance of 52.89 feet;
THENCE North 25°20'56" East, a distance of 52.89 feet;
THENCE North 22°03'16" East, a distance of 52.89 feet;
THENCE North 71°26'13" East, a distance of 36.35 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said non-tangent curve to the left, having a radius of 208.00 feet, concave westerly, whose radius bears North 59°04'07" West, through a central angle of 27°02'57", a distance of 98.20 feet, to the **POINT OF BEGINNING.**



VICINITY MAP

THE MOUNTAIN VISTA DRIVE CONNECTION TO CALISTOGA DRIVE MUST BE CONSTRUCTED CONCURRENTLY OR PRIOR TO PARCEL 9.21 TO PROVIDE A SECOND ACCESS ROAD.



LOCATION MAP
NTS

OWNER / DEVELOPER

ESTRELLA NORTH LLC
17700 N PACESETTER WAY, SUITE 100
SCOTTSDALE, ARIZONA 85255
PHONE: (480) 348-1118
CONTACT: TIM BRISLIN

ENGINEER & SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 W. NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
CONTACT: ETHAN A. BOYLE, P.E.

LANDSCAPE

SWABACK ARCHITECTS & PLANNERS
7550 E. MCDONALD DRIVE
SCOTTSDALE, ARIZONA 85250
PHONE: (480) 367-2100
CONTACT: JEFFERY M. DENZAK, A.S.L.A., A.P.A.

PUBLIC UTILITIES

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
ELECTRIC	APS
TELEPHONE	CENTURY LINK
GAS	SOUTHWEST GAS
CABLE TV	COX COMMUNICATIONS

ASSESSOR'S PARCEL NUMBERS

400-58-069 & 400-58-328B

BENCHMARK

3-INCH CITY OF GOODYEAR BRASS CAP FLUSH LOCATED AT THE INTERSECTION OF ESTRELLA PARKWAY AND SAN MIGUEL, HAVING AN ELEVATION OF 1026.73'
OLD CITY OF GOODYEAR NGVD 29 DATUM.
TO CONVERT ELEVATIONS TO NEW CITY OF GOODYEAR NAVD 88 DATUM, ADD 1.64'

BASIS OF BEARING

WEST LINE OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF SOUTH 00°41'09" WEST

CIVIL SHEET INDEX

1 - COVER SHEET
2 - PRELIMINARY PLAT
3 - DETAILS

TOTAL SHEETS - 3

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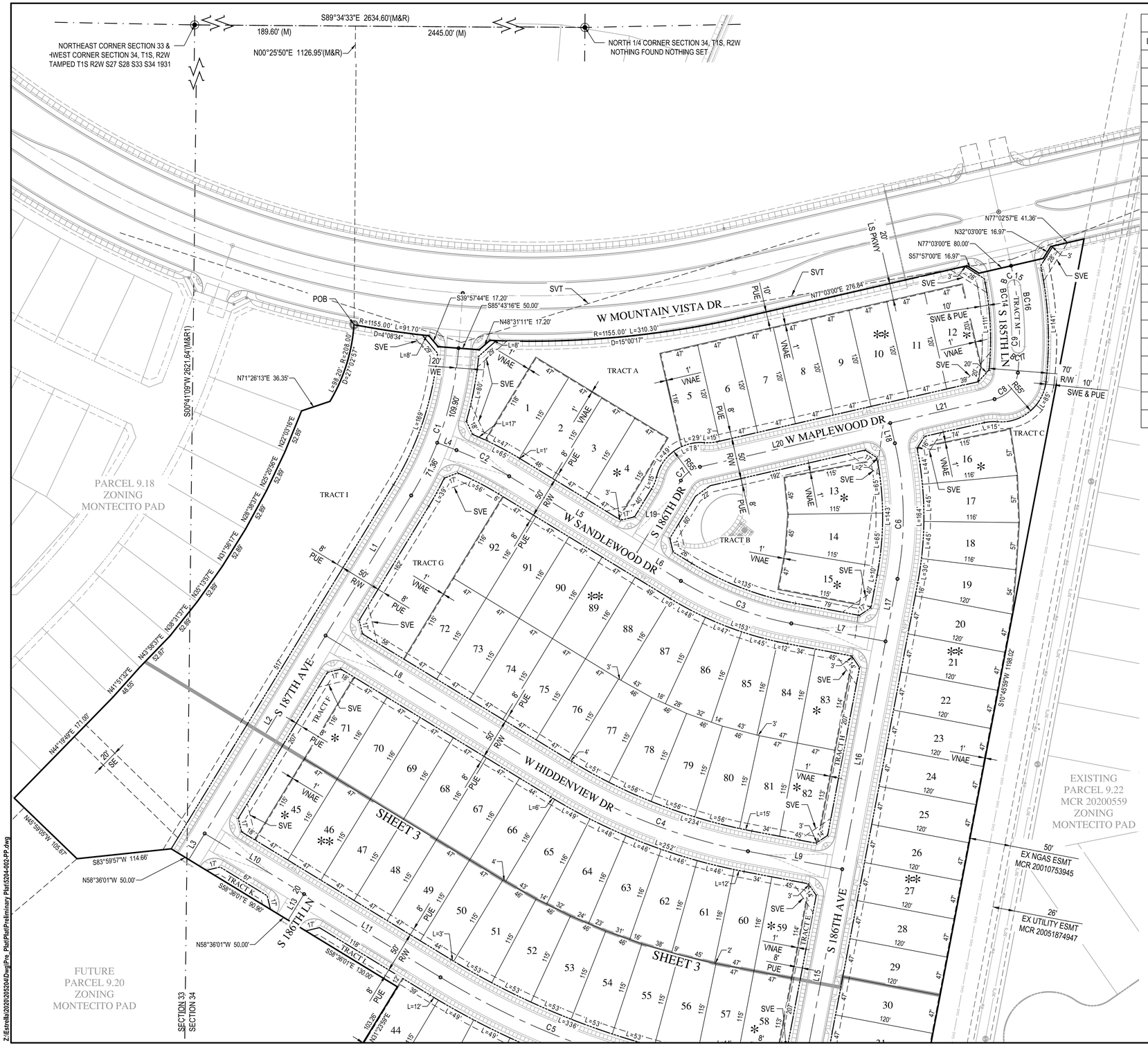
REV	DESCRIPTION	DATE

Registered Professional Engineer (Civil)
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ARIZONA, U.S.A.
EXPIRES: 6/30/23

SCALE (HORIZ.)	1" = 100'
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DATE	7/07/2022
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SHEET	1 OF 4

CHECKED BY: EB DESIGNED BY: DS DRAFTED BY: LDT

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N31° 23' 59"E	198.92'
L2	N31° 23' 59"E	281.00'
L3	N31° 23' 59"E	37.00'
L4	S68° 49' 16"E	25.00'
L5	S58° 36' 01"E	180.11'
L6	S58° 36' 01"E	63.42'
L7	S79° 14' 01"E	116.19'
L8	S58° 36' 01"E	334.53'
L9	S79° 14' 01"E	116.19'
L10	S58° 36' 01"E	140.90'
L11	S58° 36' 01"E	193.63'
L12	S79° 14' 01"E	116.19'
L13	N31° 23' 59"E	37.00'
L14	N10° 45' 59"E	111.94'
L15	N10° 45' 59"E	281.00'
L16	N10° 45' 59"E	281.00'
L17	N10° 45' 59"E	77.13'
L18	N12° 57' 00"W	25.00'
L19	N31° 23' 59"E	103.82'
L20	N77° 03' 00"E	236.53'
L21	N77° 03' 00"E	129.65'

CENTERLINE CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD
C1	25°57'44"	400.00'	181.25'	92.21'	179.70'
C2	10°13'16"	400.00'	71.36'	35.77'	71.26'
C3	20°38'00"	400.00'	144.05'	72.81'	143.27'
C4	20°38'00"	676.00'	243.44'	123.05'	242.13'
C5	20°38'00"	957.00'	344.64'	174.21'	342.78'
C6	23°42'59"	400.00'	165.57'	83.99'	164.39'
C7	45°39'01"	36.58'	29.14'	15.40'	28.38'
C8	71°18'58"	36.58'	45.53'	26.24'	42.65'
C9	18°41'02"	400.00'	130.44'	65.80'	129.86'

BACK OF CURB CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD
BC14	10°31'21"	391.00'	71.81'	36.00'	71.71'
BC15	180°00'00"	7.50'	23.56'	INF'	15.00'
BC16	10°31'21"	406.00'	74.56'	37.39'	74.46'
BC17	180°00'00"	7.50'	23.56'	INF'	15.00'

LEGEND & ABBREVIATIONS

	BNDRY	PROJECT BOUNDARY
1500		PROPOSED MAJOR CONTOUR ELEVATION
1501		PROPOSED MINOR CONTOUR ELEVATION
1500		EXISTING MAJOR CONTOUR ELEVATION
1501		EXISTING MINOR CONTOUR ELEVATION
		POTABLE WATER PIPE & VALVE
		SANITARY SEWER PIPE, MANHOLE & CLEANOUT
		STORM DRAIN PIPE & MANHOLE
	C/L	CENTER LINE
	T/L	TRACT LINE
	SVE	SIGHT VISIBILITY TRIANGLE
	PUE	PUBLIC UTILITY EASEMENT
	ESVAE	EMERGENCY SERVICE VEHICLE ACCESS EASEMENT
	SE	SEWER EASEMENT
	SWE	SIDEWALK EASEMENT
	WE	WATER EASEMENT
	DE	DRAINAGE EASEMENT
	VNAE	VEHICULAR NON ACCESS EASEMENT
	TCE	TEMPORARY CONSTRUCTION EASEMENT
	GDE	GRADING & DRAINAGE EASEMENT
	M/L	MONUMENT LINE
	R/W	RIGHT OF WAY
	E/P	EDGE OF PAVEMENT
	B/C	BACK OF CURB
	SW	SIDEWALK
	BSL	BUILDING SETBACK LINE

LEGEND

* TWO STORY HOMES NOT PERMITTED.

** POTENTIAL HEADLIGHT INTRUSION-
DRIVEWAY LOCATION TO BE DESIGNATED
TO MITIGATE.

N

0 60 120

Horz. 1 in. = 60 ft.

KEY MAP

WOOD PATEL

Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

www.woodpatel.com

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811
Call 811 or click Arizona811.com

ESTRELLA - PARCEL 9.21

PRELIMINARY PLAT

GOODYEAR, ARIZONA

PRELIMINARY PLAT

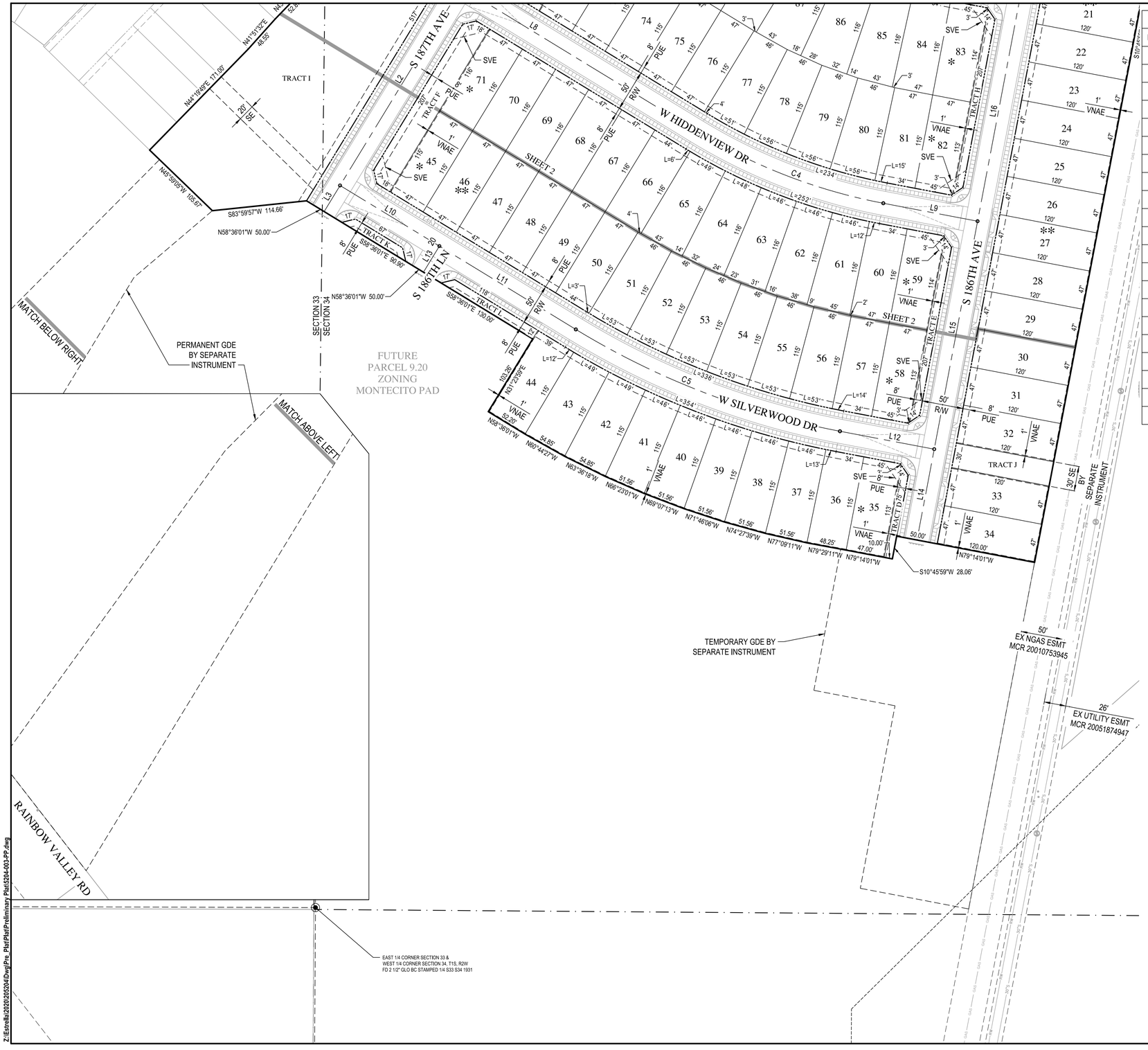
REV	DESCRIPTION	DATE

Registered Professional Engineer (Civil)
CERTIFICATE NO.
58109
ETHAN A. BOYLE
Date Signed 7/07/22
ARIZONA U.S.A.
EXPIRES: 6/30/25

SCALE (HORIZ.)	1" = 60'
SCALE (VERT.)	N/A
DATE	7/07/2022
JOB NUMBER	205204
SHEET	2 OF 4

CHECKED BY: EB DESIGNED BY: DS DRAFTED BY: LDT

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N31° 23' 59"E	198.92'
L2	N31° 23' 59"E	281.00'
L3	N31° 23' 59"E	37.00'
L4	S68° 49' 16"E	25.00'
L5	S58° 36' 01"E	180.11'
L6	S58° 36' 01"E	63.42'
L7	S79° 14' 01"E	116.19'
L8	S58° 36' 01"E	334.53'
L9	S79° 14' 01"E	116.19'
L10	S58° 36' 01"E	140.90'
L11	S58° 36' 01"E	193.63'
L12	S79° 14' 01"E	116.19'
L13	N31° 23' 59"E	37.00'
L14	N10° 45' 59"E	111.94'
L15	N10° 45' 59"E	281.00'
L16	N10° 45' 59"E	281.00'
L17	N10° 45' 59"E	77.13'
L18	N12° 57' 00"W	25.00'
L19	N31° 23' 59"E	103.82'
L20	N77° 03' 00"E	236.53'
L21	N77° 03' 00"E	129.65'

CENTERLINE CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD
C1	25°57'44"	400.00'	181.25'	92.21'	179.70'
C2	10°13'16"	400.00'	71.36'	35.77'	71.26'
C3	20°38'00"	400.00'	144.05'	72.81'	143.27'
C4	20°38'00"	676.00'	243.44'	123.05'	242.13'
C5	20°38'00"	957.00'	344.64'	174.21'	342.78'
C6	23°42'59"	400.00'	165.57'	83.99'	164.39'
C7	45°39'01"	36.58'	29.14'	15.40'	28.38'
C8	71°18'58"	36.58'	45.53'	26.24'	42.65'
C9	18°41'02"	400.00'	130.44'	65.80'	129.86'

LEGEND & ABBREVIATIONS

1500	BNDRY	PROJECT BOUNDARY
1501		PROPOSED MAJOR CONTOUR ELEVATION
1500		PROPOSED MINOR CONTOUR ELEVATION
1501		EXISTING MAJOR CONTOUR ELEVATION
		EXISTING MINOR CONTOUR ELEVATION
		POTABLE WATER PIPE & VALVE
		SANITARY SEWER PIPE, MANHOLE & CLEANOUT
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	M/L	MONUMENT LINE
	R/W	RIGHT OF WAY
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	B/C	BACK OF CURB
	SW	SIDEWALK
	BSL	BUILDING SETBACK LINE

LEGEND

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** POTENTIAL HEADLIGHT INTRUSION- DRIVEWAY LOCATION TO BE DESIGNATED TO MITIGATE.

N

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Horz. 1 in. = 60 ft.

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ESTRELLA - PARCEL 9.21

PRELIMINARY PLAT

GOODYEAR, ARIZONA

PRELIMINARY PLAT

REV	DESCRIPTION	DATE

Registered Professional Engineer (Civil) CERTIFICATE NO. 58109 ETHAN A. BOYLE 7-19-21 ARIZONA U.S.A.

EXPIRES: 6/30/23

SCALE (HORIZ.)	1" = 60'
SCALE (VERT.)	N/A
DATE	7/07/2022
JOB NUMBER	205204
SHEET	3 OF 4

CHECKED BY: EB DESIGNED BY: DS DRAFTED BY: LDT

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	5,448	0.1251
LOT 2	5,405	0.1241
LOT 3	5,405	0.1241
LOT 4	5,405	0.1241
LOT 5	5,505	0.1264
LOT 6	5,640	0.1295
LOT 7	5,640	0.1295
LOT 8	5,640	0.1295
LOT 9	5,640	0.1295
LOT 10	5,640	0.1295
LOT 11	5,640	0.1295
LOT 12	5,571	0.1279
LOT 13	6,393	0.1468
LOT 14	6,393	0.1468
LOT 15	5,556	0.1275
LOT 16	5,897	0.1354
LOT 17	5,897	0.1354
LOT 18	5,896	0.1354
LOT 19	5,856	0.1344
LOT 20	5,640	0.1295
LOT 21	5,640	0.1295
LOT 22	5,640	0.1295
LOT 23	5,640	0.1295
LOT 24	5,640	0.1295
LOT 25	5,640	0.1295
LOT 26	5,640	0.1295
LOT 27	5,640	0.1295
LOT 28	5,640	0.1295
LOT 29	5,640	0.1295
LOT 30	5,640	0.1295

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 31	5,640	0.1295
LOT 32	5,640	0.1295
LOT 33	5,640	0.1295
LOT 34	5,640	0.1295
LOT 35	5,403	0.1240
LOT 36	5,469	0.1255
LOT 37	5,623	0.1291
LOT 38	5,623	0.1291
LOT 39	5,623	0.1291
LOT 40	5,624	0.1291
LOT 41	5,625	0.1291
LOT 42	5,983	0.1373
LOT 43	5,982	0.1373
LOT 44	5,935	0.1362
LOT 45	5,405	0.1241
LOT 46	5,405	0.1241
LOT 47	5,405	0.1241
LOT 48	5,405	0.1241
LOT 49	5,405	0.1241
LOT 50	5,425	0.1245
LOT 51	5,727	0.1315
LOT 52	5,727	0.1315
LOT 53	5,727	0.1315
LOT 54	5,727	0.1315
LOT 55	5,727	0.1315
LOT 56	5,727	0.1315
LOT 57	5,492	0.1261
LOT 58	5,403	0.1240
LOT 59	5,450	0.1251
LOT 60	5,533	0.1270

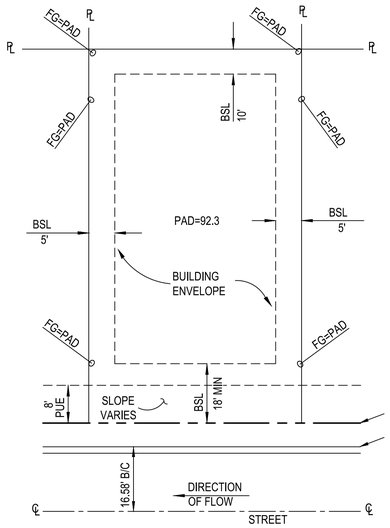
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LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 61	5,743	0.1318
LOT 62	5,741	0.1318
LOT 63	5,741	0.1318
LOT 64	6,014	0.1381
LOT 65	6,109	0.1402
LOT 66	5,838	0.1340
LOT 67	5,452	0.1252
LOT 68	5,452	0.1252
LOT 69	5,452	0.1252
LOT 70	5,452	0.1252
LOT 71	5,452	0.1252
LOT 72	5,405	0.1241
LOT 73	5,405	0.1241
LOT 74	5,405	0.1241
LOT 75	5,405	0.1241
LOT 76	5,405	0.1241
LOT 77	5,850	0.1343
LOT 78	5,893	0.1353
LOT 79	5,893	0.1353
LOT 80	5,893	0.1353
LOT 81	5,536	0.1271
LOT 82	5,403	0.1240
LOT 83	5,450	0.1251
LOT 84	5,583	0.1282
LOT 85	5,921	0.1359
LOT 86	6,206	0.1425
LOT 87	6,285	0.1443
LOT 88	5,789	0.1329
LOT 89	5,437	0.1248
LOT 90	5,437	0.1248

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 91	5,437	0.1248
LOT 92	5,437	0.1248

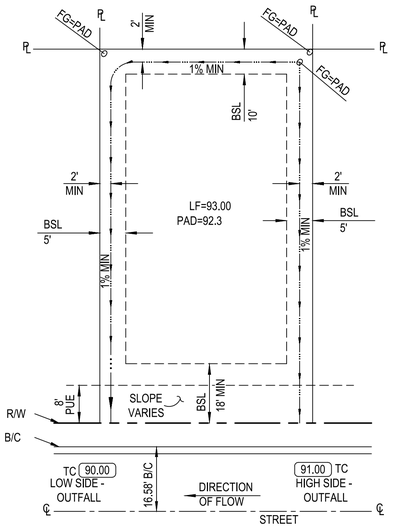
RIGHT-OF-WAY AREA TABLE		
RIGHT-OF-WAY	R/W AREA SQUARE FEET	R/W AREA ACRES
RIGHT-OF-WAY	215,645	4.9505

TRACT AREA TABLE			
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
TRACT A	29,054	0.6670	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, DRAINAGE, SIDEWALK EASEMENT
TRACT B	17,952	0.4121	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, DRAINAGE
TRACT C	11,328	0.2601	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT
TRACT D	1,080	0.0248	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT E	2,170	0.0498	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT F	6,898	0.1584	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT G	16,000	0.3673	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT H	2,170	0.0498	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT I	101,171	2.3226	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, DRAINAGE, SEWER EASEMENT
TRACT J	3,600	0.0826	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, SEWER EASEMENT
TRACT K	947	0.0217	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT L	1,488	0.0342	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT M	1,274	0.0293	MEDIAN, LANDSCAPE

NOTE
"TRACTS "A" THROUGH "L" WILL BE OWNED AND MAINTAINED BY THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION (HOA). TRACT "M" WILL BE OWNED BY THE CITY OF GOODYEAR AND MAINTAINED BY THE HOA.



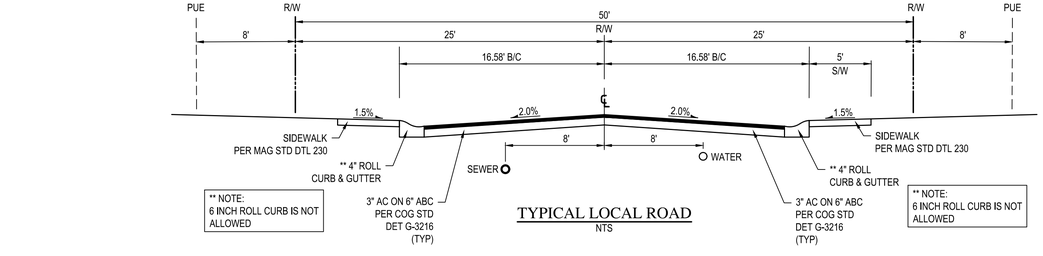
TYPICAL ROUGH PAD GRADING
(DRAINAGE REAR TO FRONT)



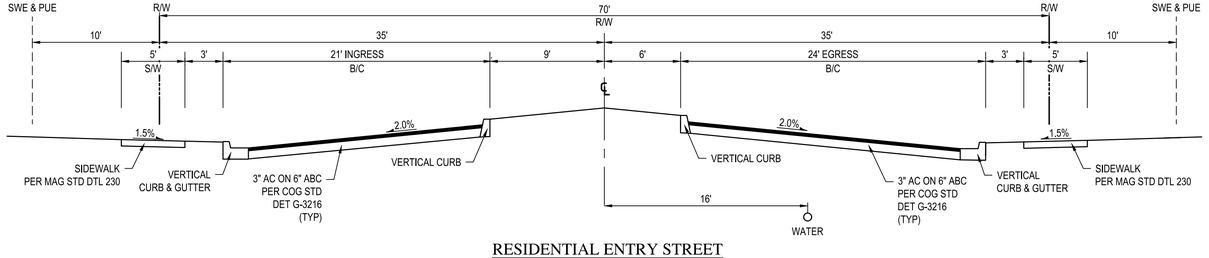
TYPICAL FINISHED PAD GRADING
(DRAINAGE REAR TO FRONT)

NOTES:

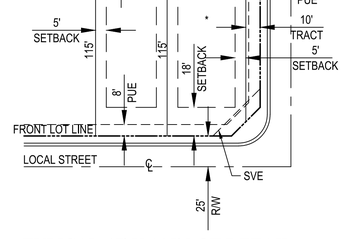
1. LOT FINISH GRADING TO BE COMPLETED BY OTHERS.
2. ALL LOTS MUST BE FINISH GRADED TO PROVIDE A SWALE TO ULTIMATE LOT OUTFALL (LOW TOP OF CURB, LOW TOP OF SIDEWALK).
3. ALL LOTS WILL REQUIRE REGULAR DRAINAGE MAINTENANCE, WHICH IS THE SOLE RESPONSIBILITY OF THE HOMEOWNER.
4. FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 18 INCHES ABOVE THE LOW LOT OUTFALL AND A MINIMUM OF 12 INCHES ABOVE THE HIGH WATER ELEVATION. THE PAD DRAINAGE DESIGN SHOWN ON THESE PLANS AND RECOMMENDATIONS PER THE SOILS REPORT MUST BE ADHERED TO.
5. ANY RETAINING WALL BACKFILL PLACED IN THE PAD AREA MUST BE COMPACTED PER THE SOILS REPORT RECOMMENDATIONS.
6. SETBACKS AND DEVELOPMENT STANDARDS PER THE MONTECITO PAD, AS AMENDED.



TYPICAL LOCAL ROAD
NTS



RESIDENTIAL ENTRY STREET
NTS



TYPICAL 47' X 115' LOT DETAIL
NTS

NOTES
*SETBACKS AND DEVELOPMENT STANDARDS PER THE MONTECITO PAD, AS AMENDED

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ARIZONA811 Call 811 or click Arizona811.com

ESTRELLA - PARCEL 9.21
PRELIMINARY PLAT
GOODYEAR, ARIZONA
DETAILS

REV	DESCRIPTION	DATE

Registered Professional Engineer
CERTIFICATE NO.
58109
ETHAN A. BOYLE
Date Signed 7/07/22
ARIZONA U.S.A.
EXPIRES: 6/30/23

SCALE (HORIZ.)	N/A
SCALE (VERT.)	N/A
DATE	7/07/2022
JOB NUMBER	205204
SHEET	4 OF 4

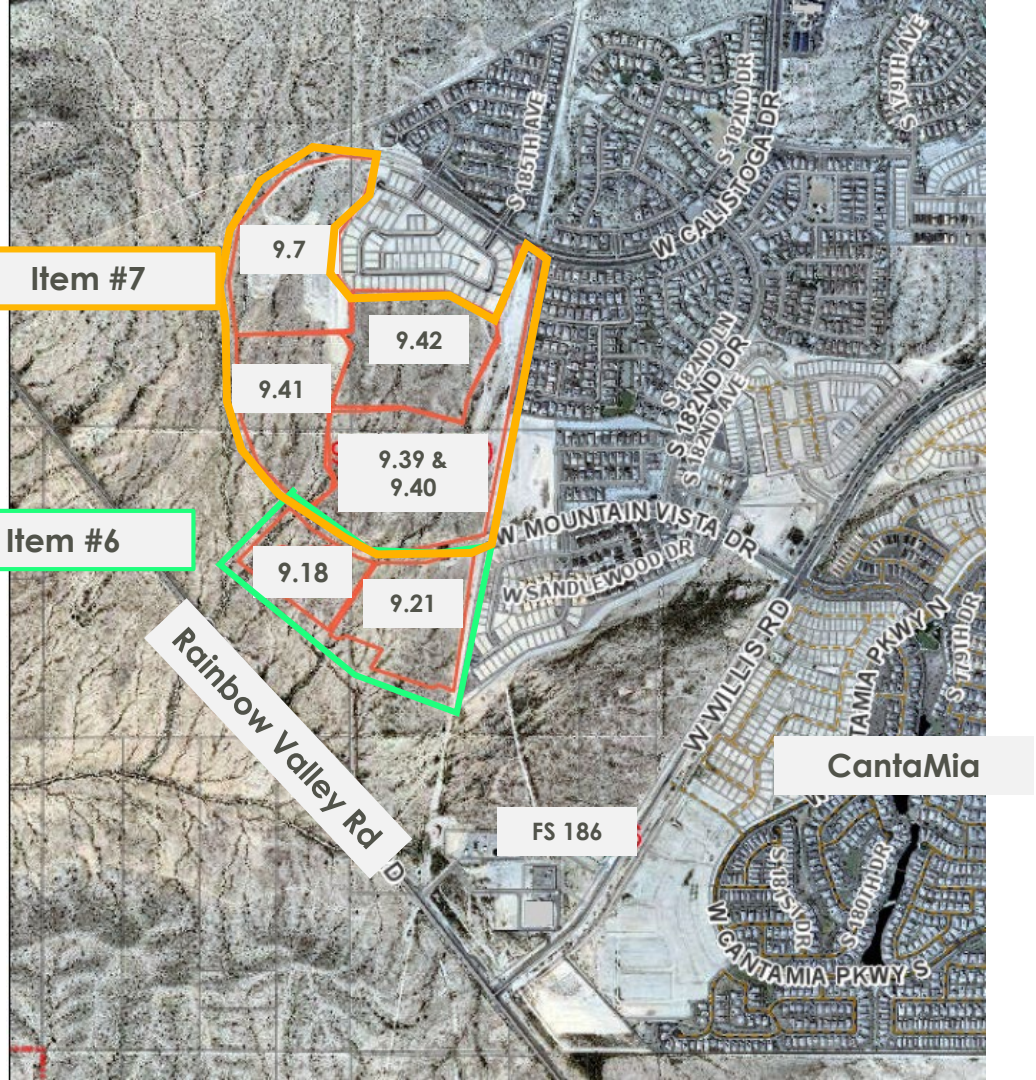
CHECKED BY: EB DESIGNED BY: DS DRAFTED BY: LDT

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Estrella - Montecito
Preliminary Plats
Combined Presentations

Subject Property

- 6 preliminary plats
- Item #6
  - 34 Acres
  - 143 Lots
- Item #7
  - 71 Acres
  - 365 Lots



2.1 Land Use

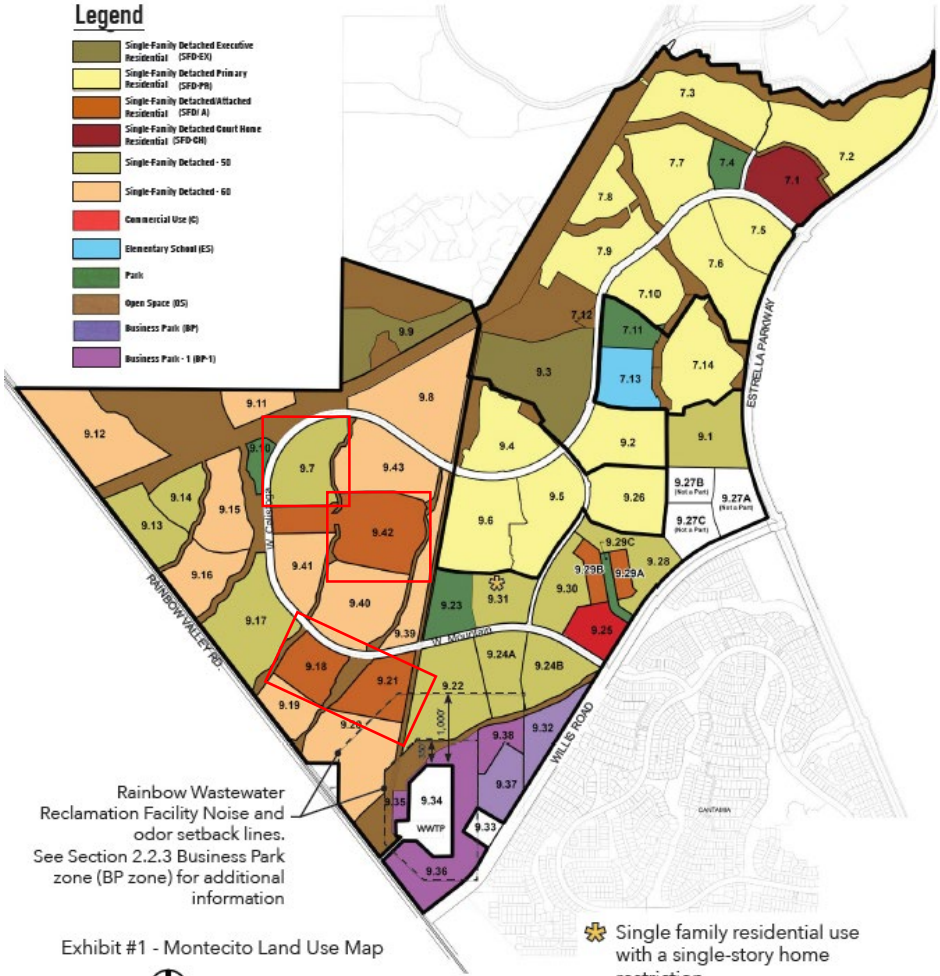
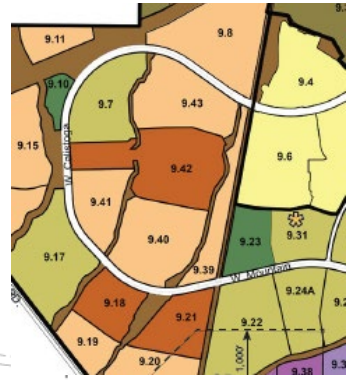


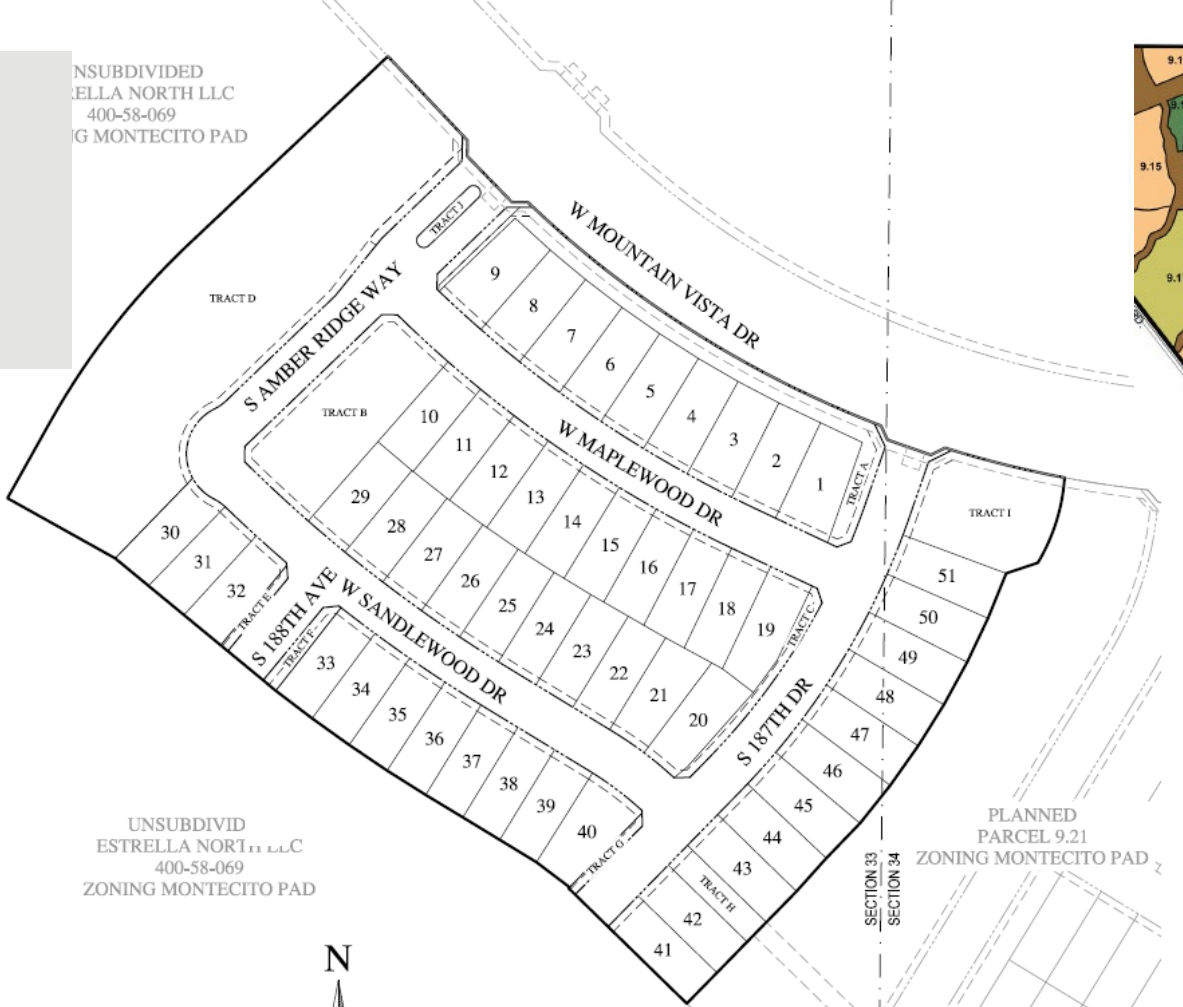
Exhibit #1 - Montecito Land Use Map

Parcel 9.18

- ~13 acres
- 51 Lots
- 47' x 115'

Item #6



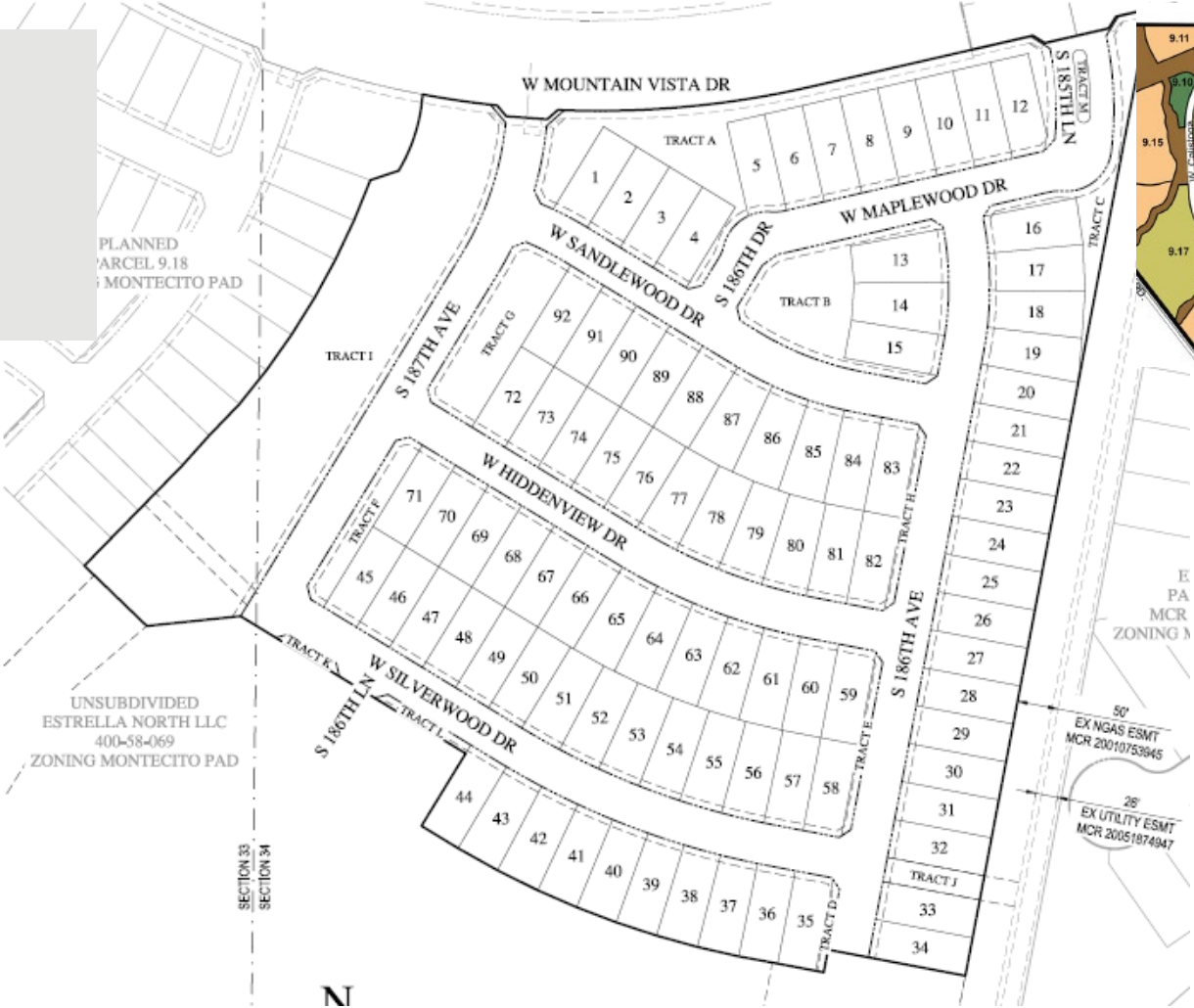


Preliminary Plat

Parcel 9.21

- ~21 acres
- 92 Lots
- 47’ x 115’

Item #6





Preliminary Plat

Parcel 9.7

- ~28 acres
- 95 Lots
- 50’ x 120’

Item #7

Preliminary Plat

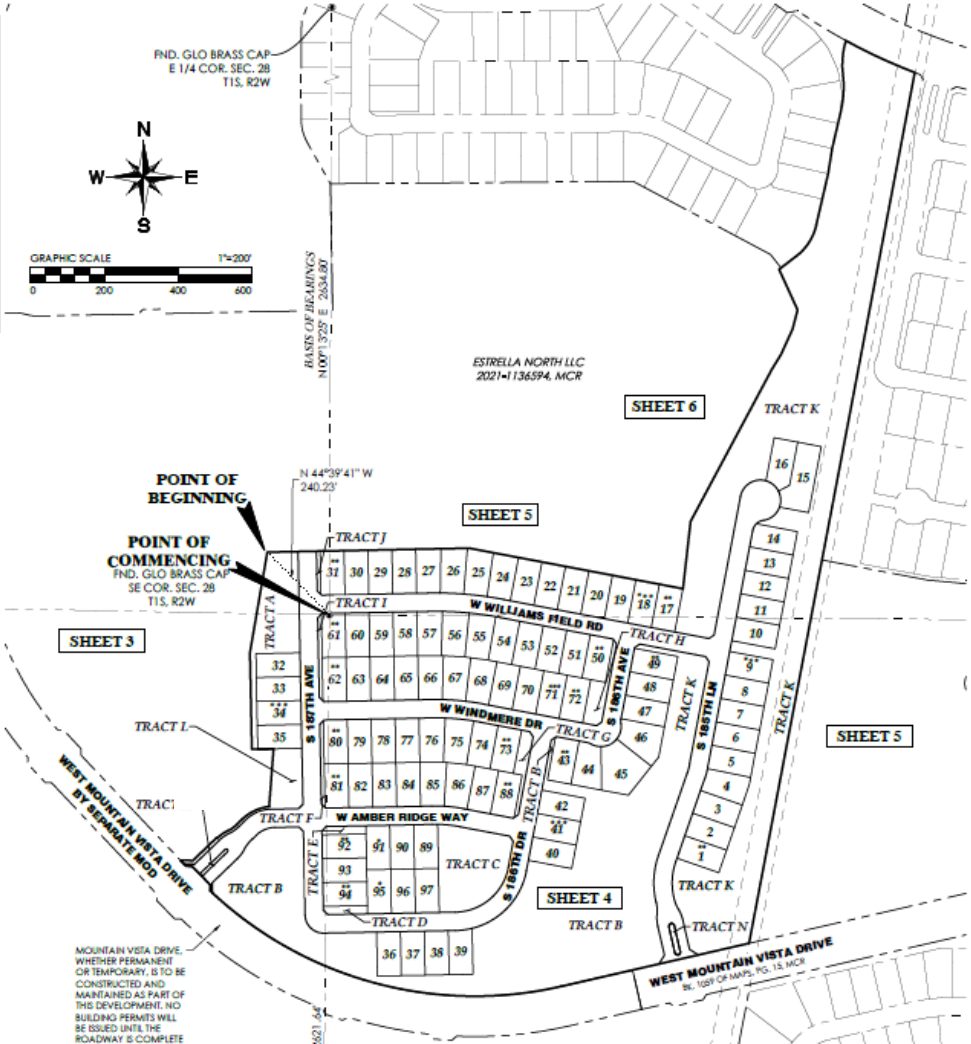




Parcel 9.39 & 9.40

- ~18 acres
- 97 Lots
- 65' x 120'

Item #7



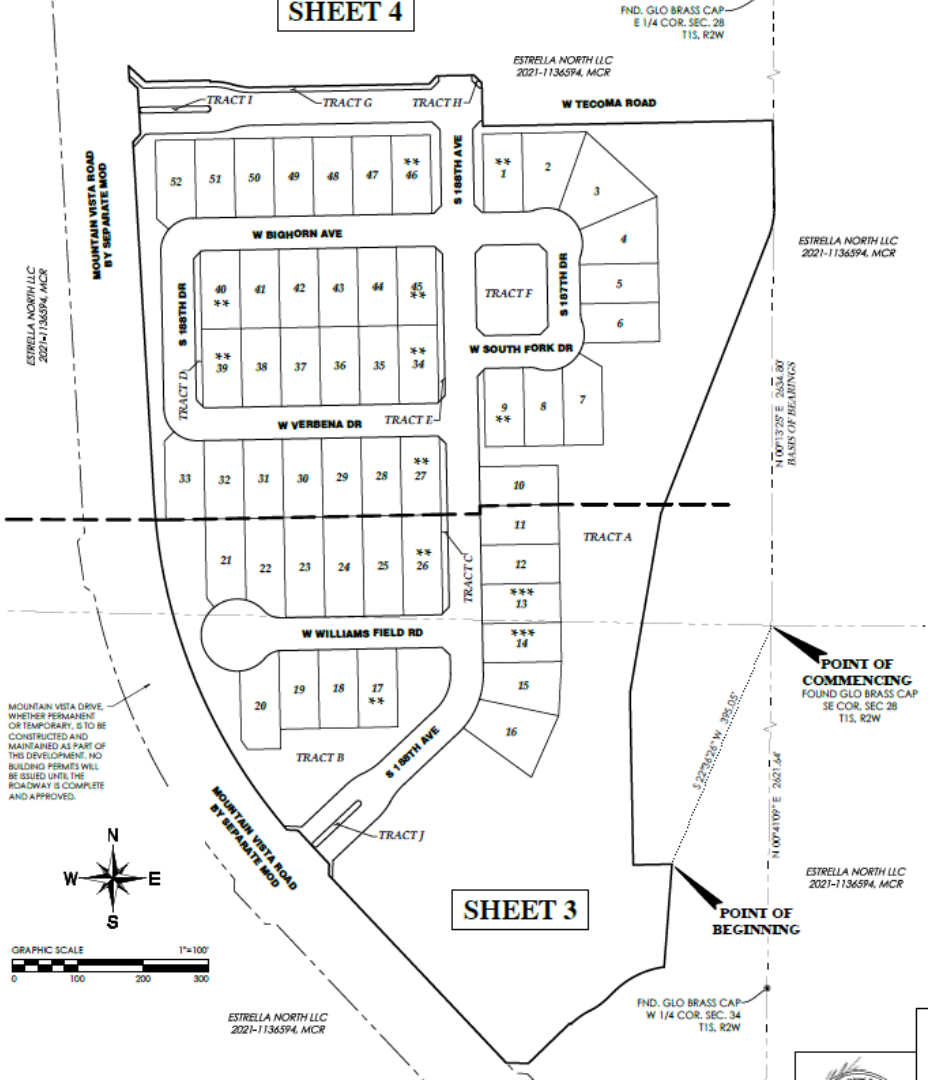


Preliminary Plat

Parcel 9.41

- ~9 acres
- 52 Lots
- 65' x 120'

Item #7



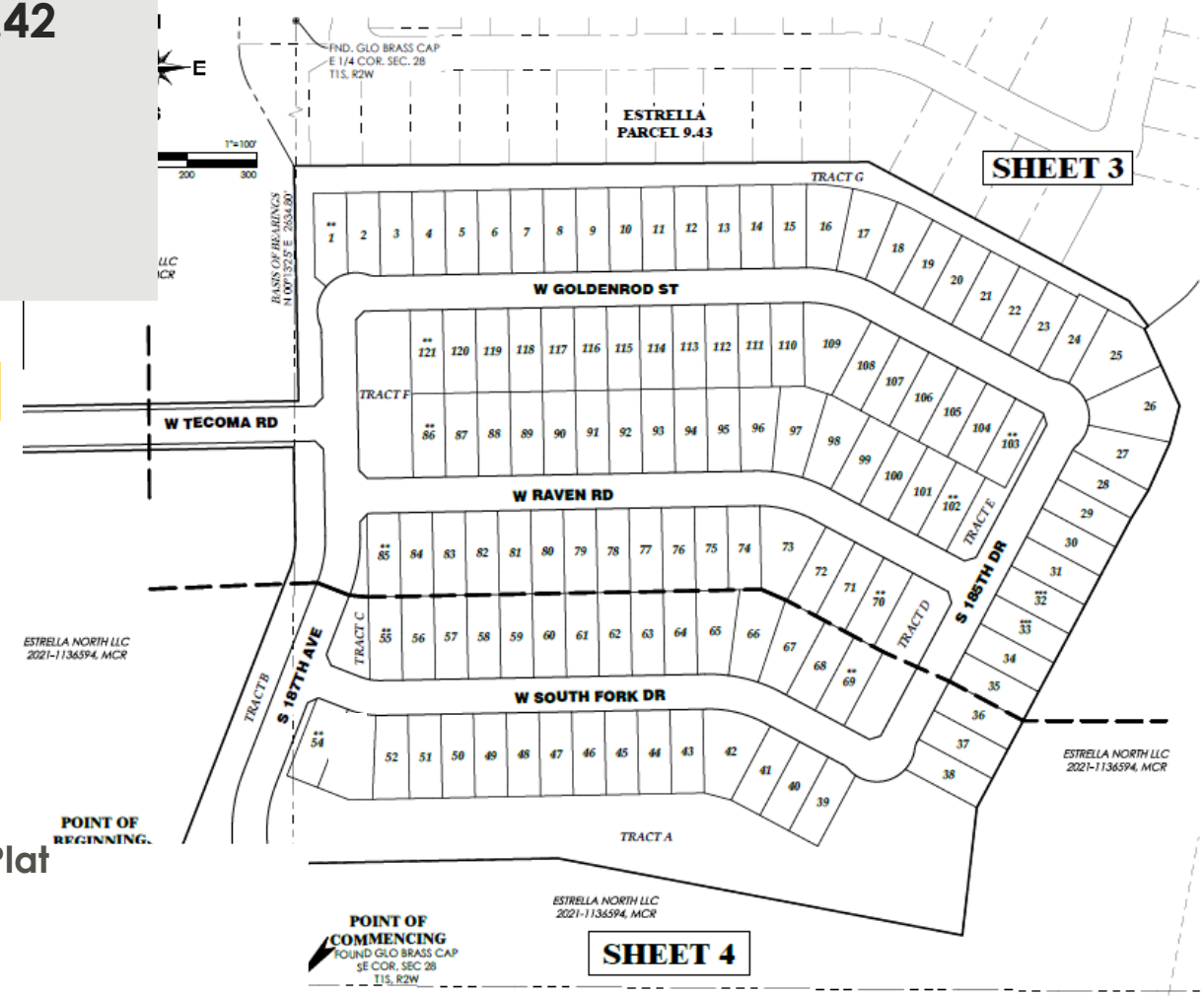


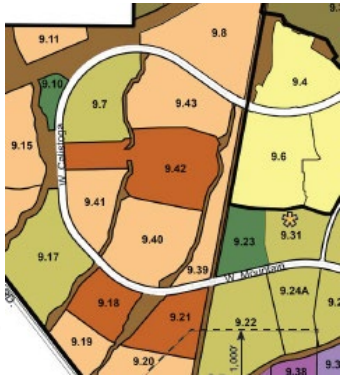
Preliminary Plat

Parcel 9.42

- ~16 acres
- 121 Lots
- 47' x 120'

Item #7





Preliminary Plat

Recommendation

MONTECITO PRELIMINARY PLATS

- Meets Zoning Requirements (as amended), Subdivision Regulations, Engineering Standards

- PZC recommended approval (7-0) on 8/17/2022

ITEM #: 23.
DATE: 08/29/2022
AI #:1029

CITY COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLATS FOR ESTRELLA PARCEL 9.7, MONTECITO PARCEL 9.39 & 9.40, MONTECITO PARCEL 9.41, AND MONTECITO PARCEL 9.42

STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

OTHER PRESENTER(S):

Andrew Yancey, Bergin, Frakes, Smalley & Oberholtzer, PLLC

SUMMARY

Preliminary Plats for Estrella Parcel 9.7, Montecito Parcel 9.39 & 9.40, Montecito Parcel 9.41, and Montecito Parcel 9.42 subdividing approximately 71 acres of property into 365 lots and 39 tracts. (Case Nos. 22-500-00001, 21-500-00004, 21-500-00005, & 21-500-00006)

Recommendation

Approve the Estrella Parcel 9.7 Preliminary Plat, the Preliminary Plat of Montecito – Parcel 9.39 & 9.40, the Preliminary Plat for Montecito Parcel 9.41, and the Preliminary Plat for Montecito Parcel 9.42, subject to stipulations. (Alex Lestinsky, Senior Planner)

STIPULATIONS

The following stipulations are conditions of approval of the preliminary plats for Estrella Parcel 9.7, Montecito Parcel 9.39 & 9.40, Montecito Parcel 9.41, and Montecito Parcel 9.42 (collectively the “Estrella Parcel 9 Preliminary Plats”):

1. The infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plats being presented for approval. Accordingly, final plat(s) that include all of the property included within the Estrella Parcel 9 Preliminary Plats shall be presented to council for approval concurrently and shall be recorded concurrently (collectively the “Estrella Parcel 9 Final Plats”); and
2. Two of the Estrella Parcel 9 Preliminary Plats (Estrella Parcels 9.7 and 9.42) were designed in conformance with an amendment to the existing PAD zoning that is set forth in Ordinance 2022-1544 being presented to City Council for approval concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats. Because the final plats for the property included within the Estrella Parcel 9 Preliminary Plats have to be

approved and recorded concurrently, if Ordinance No. 2022-1544 is not approved or does not become effective, the approval of the Estrella Parcel 9 Preliminary Plats shall be void. No final plat(s) including any of the property within the Estrella Parcel 9 Preliminary Plats shall be approved until Ordinance 2022-1544 becomes effective; and

3. Prior to approval of the Estrella Parcel 9 Final Plats, owner shall demonstrate to the city that adequate potable water resources exist to serve the Property in the form of Equivalent Dwelling Units (EDU) pursuant to any development agreement with the City. The EDU calculation demonstrating compliance with such agreement shall be placed on the final plat(s); and
4. Except as provided herein, The Estrella Parcel 9 Final Plats shall not be approved and no construction permits shall be issued for any work within any of the property included within the Estrella Parcel 9 Final Plats until both of the following conditions have been satisfied: (1) The Rainbow Valley WRF, has been modified or expanded and permitted to treat average day wastewater flows in amounts equal to or greater than 0.75 million gallons per day (mgd) (the “Rainbow Valley WRF Expansion(s)”); and (2) capacity resulting from the Rainbow Valley WRF Expansion(s) is available, that is, the capacity resulting from the Rainbow Valley WRF Expansion(s) has not been committed, by final plat or site plan approval, to serve other developments. Upon the written consent of the City Engineer or his designee, the Estrella Parcel 9 Final Plats and/or construction permits for work within the property included in the Estrella Parcel 9 Final Plats may be issued prior to the completion of the Rainbow Valley WRF Expansion(s) if a Rainbow Valley WRF Expansion is under construction and the City Engineer or his designee determines that the Rainbow Valley WRF Expansion will be completed prior to when wastewater services to the property within the Estrella Parcel 9 Final Plats will be needed and that the capacity resulting from the Rainbow Valley WRF Expansion(s) is available to serve the property within the Estrella Parcel 9 Final Plats; and
5. Owner shall comply with the requirements of Stipulation 7 in Ordinance 2022-1544 being presented to City Council for approval concurrently with the request for approval of the Estrella Parcel 9 Preliminary Plats, which requires the construction of the a community park within Parcel 9.23 as set forth in the Montecito Planned Area Development Regulatory Standards Booklet dated May 2022 in conjunction with vertical construction in connection with the recordation of the final plat subdividing all or part of the property subject to Ordinance 2022-1544 that includes the 351st lot created by all final plats recorded after the date this Ordinance is adopted, as approved by the Zoning Administrator. (For example, if a final plat is recorded for Parcel 9.40 creating 105 lots followed by the recordation of a final plat for parcel 9.17, creating 184 lots and then a final plat for Parcel 9.42 is recorded creating 150 lots, the recordation of the final plat for Parcel 9.42 will trigger the obligation to construct the park in Parcel 9.23 because it will include the 351st lot (105 + 184 + 150 = 439) Park and open spaces areas, except for those areas (if any) that are conveyed to the City or school district, shall be privately owned and maintained by the Homeowners Associations; and
6. Prior to recordation of the Estrella Parcel 9 Final Plats, Owner shall dedicate to the City the following:
    a. all right of-way needed for the construction of full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive and West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186th Avenue alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment and
    b. public utility easements along all road right-of-way to be dedicated herein.

The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and

easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier. The easements and conveyances referred to herein shall be recorded prior to the recordation of the Estrella Parcel 9 Final Plats, and the recording information for the easements and conveyances shall be inserted onto the final plats before they are recorded; and

7. Owner shall construct full street improvements (both halves of the street) to complete the loop connecting West Mountain Vista Drive with West Calistoga Drive, which improvements commence at West Calistoga Drive at approximately the South 186th Avenue Alignment heading south until it turns into W. Mountain Vista Drive at approximately the South 184th Drive alignment (the “Loop Improvements”). The Loop Improvements shall include wash crossings that meet the requirements of the City Engineering Design Standards and Policies and shall be constructed pursuant to construction plans approved by the City Engineer of his/her designee. Owner shall provide the City Engineer with financial assurances in an amount sufficient to ensure the completion of the Loop Improvements prior to the recordation of the Estrella Parcel 9 Final Plats. Except for model homes, no certificates of completions, temporary certificates of occupancy or certificates of occupancy shall be issued for structures within the property included within the Estrella Parcel 9 Final Plats until the Loop Improvements have been completed and accepted by the City Engineer subject to the completion of the two-year warranty period; and
8. Owner shall channelize the Wash I66 pursuant to an approved CLOMR/LOMR process to bring that portion of the property within the Estrella Parcel 9 Preliminary Plats that is currently in the floodplain out of the floodplain. The CLOMR/LOMR shall be approved pursuant to the Engineering Design Standards and Policies Manual in effect at the time of development and shall be approved by FEMA. The channelization of the portion of Wash I66 from the southern boundary of Estrella Parcel 9.8 as reflected in the Final Plat for Estrella Parcel 9.8 recorded in the Official Records of the Maricopa County Recorder at Book 1313 of Maps Page 21 to the Rainbow Valley Road alignment shall be designed and constructed as a single project, and unless otherwise approved in a development agreement approved by the City Council, the channelization shall be completed prior to the issuance of any building permits for any structure within the property included within the Estrella Parcel 9 Preliminary Plats; and
9. No certificates of completion, temporary certificates of occupancy or certificates of occupancy shall be issued for any structure within any of the property included within the Estrella Parcel 9 Preliminary Plats except for model homes until all on-site and off-site infrastructure needed for the City to provide services to such property has been completed, and all public infrastructure accepted by the City Engineer or his/her designee subject to the completion of the two year warranty period. This includes by way of example but not limitation on-site and off-site street improvements, secondary access improvements, water and wastewater improvements, including improvements for a looped water system and drainage improvements. The Estrella Parcel 9 Final Plats shall provide for secondary access points and a looped water system that meet applicable standards; and
10. All existing above ground utility lines, excluding power lines 69 kv or larger, within and abutting the boundaries of the Estrella Parcel 9 Final Plats shall be undergrounded prior to issuance of any certificate of completion, temporary certificate of occupancy, or

certificate of occupancy for any structure within the property included in the Estrella Parcel 9 Preliminary Plats, other than for model homes; and

11. Owner shall dedicate, at no cost to the city, all right-of-way and/or easements that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the property included within the Estrella Parcel 9 Preliminary Plats; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the property included within the Estrella Parcel 9 Preliminary Plats, 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 included within the Estrella Parcel 9 Preliminary Plats; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (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 included within the Estrella Parcel 9 Preliminary Plats, 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 right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All dedications required herein shall be made prior to or concurrent with the recordation of the Estrella Parcel 9 Final Plats or the approval of a site plan that includes any of the property included within the Estrella Parcel 9 Preliminary Plats or when requested by the City Engineer or his/her designee, whichever is earlier; and
12. Owner shall dedicate to the City, by separate instrument, all easements and right-of-way outside the boundaries of the Estrella Parcel 9 Preliminary Plats required for infrastructure: needed to handle stormwater run-off generated on the property within the Estrella Parcel 9 Preliminary Plats and from adjacent roadways; needed for access to the property within the Estrella Parcel 9 Preliminary Plats; and needed for the city or others to provide utility services to the property included within the Estrella Parcel 9 Preliminary Plats. This may include, but is not limited to, water easements, sewer easements, public utility easements, access easements, drainage easements, and right-of-way. The right-of-way to be dedicated shall be dedicated in fee and all right-of-way and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. All of the easements referred to herein shall be in a form approved by the City Attorney or his designee and the right-of-way shall be dedicated lien free and in fee. The easements and conveyances referred to herein shall be recorded prior to the recordation of the Estrella Parcel 9 Final Plats and the recording information for the easements and conveyances shall be inserted onto the Estrella Parcel 9 Final Plats as applicable; and
13. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the property included within the Estrella Parcel 9 Preliminary Plats 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, all Building Codes and Regulations adopted by the City of Goodyear, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the property

included within the Estrella Parcel 9 Preliminary Plats; and

14. In addition to the specific infrastructure identified herein, Owner shall construct all infrastructure improvements required by the City of Goodyear subdivision regulations and Engineering Design Standards and Policy Manual in effect at the time of construction;
15. Prior to approval of the construction documents for any of the infrastructure improvements Owner is required to construct as set forth herein, the Owner shall provide a recorded document showing that the existing drainage easement recorded in the Official Records of Maricopa County at Instrument 2020-0919474 has been partially abandoned within the area of the proposed lots, right of way, and public utility easements.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The site is located within the Calistoga Drive and Mountain Vista Drive loop. On January 22, 2018, the City Council adopted Ordinance No. 2018-1380 approving the Montecito PAD Amendment, which designated the subject parcel as a mix of SFD-60 (single family detached with a minimum lot width of 60 feet). A PAD Amendment which modifies the district applicable to four parcels within the Montecito area and includes Parcels 9.7 and 9.42 is being processed concurrently with these preliminary plats. Parcel 9.42 is proposed for the SFD/A (single family detached/attached) district within the Montecito PAD and stipulated to a minimum lot width of 47 feet. Parcel 9.7 is proposed for SFD-50 single family detached with a minimum lot width of 50 feet). If the PAD Amendment is not approved by City Council, these Preliminary Plats will not move forward as currently designed.

The Planning and Zoning Commission recommended approval of the preliminary plats with a 7-0 vote on August 17, 2022. At the meeting, staff combined the presentations for both sets of preliminary plats in the Montecito area. A resident presented a question to the Commission about the proposed lots being “condensed lots” and whether the developer was trying to increase the number of lots developed in this area. Chairman Kish noted that staff had advised that the number of lots permitted to be developed within Montecito was not being changed, which the applicant then confirmed. Commissioner Sambito questioned whether court home type products would be developed in the platted properties. The applicant explained that the preliminary plat and zoning only permitted single family residential on these parcels and did not allow for the Court Home products developed in other areas of Montecito.

STAFF ANALYSIS

Current Policy:
Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. Subject to the satisfaction of the conditions of approval set forth above and as discussed below, the preliminary plats presented herein satisfy the foregoing preliminary plat requirements. Approved preliminary plats expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the property included in the preliminary plat or an extension has been obtained.

Details of the Request:
The request is to subdivide approximately 28 acres into 95 lots and 8 tracts within Parcel 9.7, approximately 18 acres into 97 lots and 14 tracts within Parcels 9.39 and 9.40, approximately 9 acres into 52 lots and 10 tracts within Parcel 9.41 and approximately 16 acres into 121 lots and 7 tracts within Parcel 9.42. In total, these preliminary plats include approximately 71 acres of property into 365 lots and 39 tracts. The subdivision reflected in the preliminary plats presented herein will be accessed by entries off of West Calistoga Drive and West Mountain Vista Drive.

This Planning & Zoning Commission Action Report has been combined for the four respective preliminary plats because the infrastructure needed to support development within each preliminary plat being presented for approval, which includes, but is not limited to, roads for access, wastewater infrastructure, water infrastructure, including infrastructure needed for a looped system, drainage infrastructure and infrastructure needed for secondary access, is interrelated and dependent upon the completion of the infrastructure in the other preliminary plats being presented for approval. Accordingly, the approval of each preliminary plat presented herein is contingent on all of the preliminary plats presented herein being approved. Although it is anticipated that separate final plats will be prepared corresponding to each of the preliminary plats being presented for approval, all of the final plats will need to be approved and recorded concurrently because of the interdependency of the infrastructure required to serve the property included in the preliminary plats being presented for approval.

Surrounding development includes:
- North – W. Calistoga Drive; Existing Parcel 9.43
- East – Existing Parcel 9.6 and Parcel 9.23 (Future park site)
- South – W. Mountain Vista Drive; Future Parcels 9.18 and 9.21
- West – W. Calistoga Drive; Future residential

The typical lot within Parcel 9.7 is 50-feet wide and 120-feet deep. As designated in the PAD and modified by the proposed PAD Amendment, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 10-feet for the rear. Lot coverage is 75%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

The typical lot within Parcel 9.42 will be 47-feet wide and 120-feet deep. As designated in the PAD and modified by the proposed PAD Amendment, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 10-feet for the rear. Lot coverage is 75%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

The typical lot within Parcels 9.39 and 9.40 and Parcels 9.41 are 65-feet wide and 120-feet deep. As designated in the PAD, minimum setbacks are 18-feet to the front, 5-feet for the sides, and 15-feet for the rear. Lot coverage is 60%. The maximum building height is 30 feet. Conventional single family detached homes are planned for this development however a homebuilder has yet to be determined.

Approximately 45 acres of open space is provided between the five parcels, additionally, the Montecito area is provided amenities such as the Presidio Residents Club, a future 12+ acre park, and multiple trail connections within the community.

School Districts:
The subject property is located within the Liberty Elementary School District and the Buckeye Union High School District. Westar Elementary School and Estrella Foothills High School are located approximately 3 miles from this site.

Luke Air Force Base and Phoenix Goodyear Airport:
The subject property is not located within the vicinity of a military airport. Given the location of the subject property, base operations will not be adversely impacted by this proposed amendment.

Phoenix-Goodyear Airport:
The subject property is not located within the Phoenix-Goodyear Traffic Pattern Airspace. Given the location of the property, airport operations will not be adversely impacted by this proposed amendment.

Fire Department:
Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#186	1.56	0.78	5.66	2.83	#182	5.12	2.56	11.44	5.72

Police Department:
This parcel is located within an existing patrol beat and the current level of service within the patrol beat can accommodate development of the property.

Solid Waste/Recycling:
Solid waste and recycling will be provided by the City of Goodyear.

Water/Wastewater:
Water and wastewater services will be provided by the City of Goodyear.

Streets/Transportation:
The parcels will be accessible by required entry points off of West Mountain Vista Drive and Calistoga. All streets within the subdivision will be public and constructed to city standards. Required access and secondary access shall be provided with the construction of each parcel as required in the stipulations.

Staff Findings:
The preliminary plats are consistent with the development standards established within the Montecito PAD, as amended. The preliminary plats are consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plats on August 17, 2022.

Attachments

Aerial Photo

Preliminary Plat for Estrella Parcel 9.7

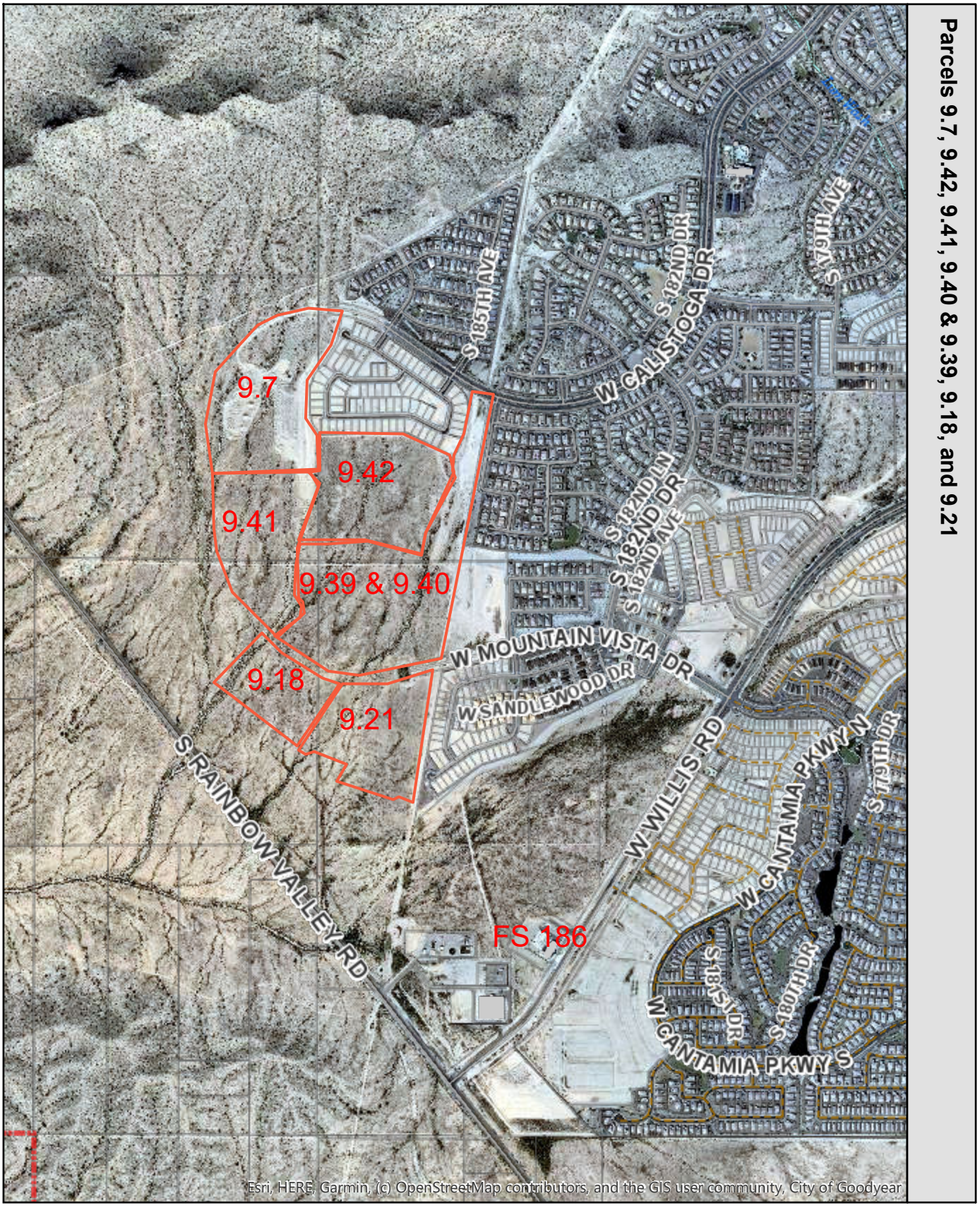
Preliminary Plat for Estrella Parcel 9.39 and 9.40

Preliminary Plat for Estrella Parcel 9.41

Preliminary Plat for Estrella Parcel 9.42

Name of Map: Estrella Montecito Parcels

Description: Preliminary Plats



Parcels 9.7, 9.42, 9.41, 9.40 & 9.39, 9.18, and 9.21

ESTRELLA
PARCEL 9.7
PRELIMINARY PLAT

A PROPOSED SUBDIVISION LOCATED WITHIN A PORTION OF SECTIONS 27 & 28,
TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

GOODYEAR, ARIZONA

ESTRELLA - PARCEL 9.7 SITE DATA TABLE		
TOTAL GROSS AREA	1,224,407.37 SQ FT	28.11 AC
TOTAL STREET AREA	207,569.73 SQ FT	4.77 AC
TOTAL NET AREA	1,016,837.64 SQ FT	23.34 AC
LOT SIZE, MINIMUM DIMENSIONS	50' X 120'	
MINIMUM LOT SIZE	5,992 SQ FT	
AVERAGE LOT SIZE	6,333 SQ FT	
TOTAL NUMBER OF LOTS	95	
TOTAL AREA SUBDIVIDED INTO LOTS	600,930.40 SQ FT	13.80 AC
DENSITY (GROSS ACREAGE)	3.38	DU/AC
ONSITE OPEN SPACE /LANDSCAPE	414,418.61 SQ FT	9.51 AC
ACTIVE USABLE OPEN SPACE	4.95 AC	52.0%
PASSIVE USABLE OPEN SPACE	2.43 AC	25.6%
PERCENT OPEN SPACE /LANDSCAPE	33.8%	
EXISTING ZONING	PAD	

CALCULATION OF ADJUSTED GROSS AREA	
AREA OF LOCAL STREETS	4.77
PLUS AREA SUBDIVIDED INTO LOTS	13.80
AREA SUBTOTAL	18.56
APPLY 15% OPEN SPACE FACTOR (CONSTANT)	0.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%)	21.84

EDU DENSITY CALCULATION	
NUMBER OF DWELLING UNITS	95
DIVIDED BY ADJUSTED GROSS AREA	21.84
ADJUSTED GROSS DENSITY	4.35

EDU CALCULATION	
NUMBER OF DWELLING UNITS	95
EDU CALC - FACTOR OF 0.82 FOR 4-6 DU/AC	0.82
EQUIV. DENSITY (95 x 0.82)	77.90

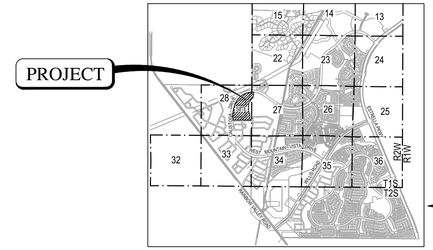
LEGAL DESCRIPTION

A parcel of land lying within Section 27 and Section 28, Township 1 South, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

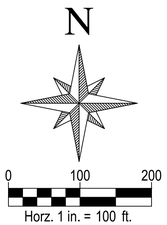
COMMENCING at the southeast corner of said Section 28, a 2 1/2-inch General Land Office (GLO) brass cap stamped T1S R2W S27 S28 S33 S34 1931, from which the south quarter corner of said Section 28, a 2 1/2-inch GLO brass cap stamped 1/4 S28 S33 1931, bears North 88°55'45" West (basis of bearing), a distance of 2633.26 feet;
THENCE along the south line of said Section 28, North 88°55'45" West, a distance of 971.58 feet;
THENCE leaving said south line, North 01°04'15" East, a distance of 812.67 feet, to the **POINT OF BEGINNING**;
THENCE North 47°14'35" West, a distance of 35.21 feet;
THENCE North 03°22'34" West, a distance of 162.24 feet, to the beginning of a curve;
THENCE northerly along said curve to the right, having a radius of 995.00 feet, concave easterly, through a central angle of 16°26'36", a distance of 285.55 feet, to the curves end;
THENCE North 13°04'02" East, a distance of 220.80 feet, to the beginning of a curve;
THENCE northeasterly along said curve to the right, having a radius of 995.00 feet, concave southeasterly, through a central angle of 66°15'13", a distance of 1150.56 feet, to a point of intersection with a non-tangent line;
THENCE South 54°09'11" East, a distance of 16.62 feet;
THENCE North 82°01'39" East, a distance of 70.00 feet;
THENCE North 38°12'30" East, a distance of 16.62 feet, to the westerly prolongation of the southerly right-of-way line of West Calistoga Drive, recorded in Book 1288, page 16, Maricopa County Records (MCR), and a point of intersection with a non-tangent curve;
THENCE along said prolongation and said southerly right-of-way line, easterly along said non-tangent curve to the right, having a radius of 995.00 feet, concave southerly, whose radius bears South 05°15'56" East, through a central angle of 15°21'35", a distance of 266.73 feet, to the northwest corner of Estrella Parcel 9.43, recorded in Book 1549, page 30, MCR, and a point of intersection with a non-tangent line;
THENCE leaving said southerly right-of-way line, along the westerly line of said Estrella Parcel 9.43, South 10°05'39" West, a distance of 203.51 feet, to the beginning of a curve;
THENCE southerly along said curve to the right, having a radius of 200.00 feet, concave westerly, through a central angle of 23°54'36", a distance of 83.46 feet, to the curves end;
THENCE South 34°00'15" West, a distance of 211.45 feet;
THENCE South 38°00'30" West, a distance of 128.79 feet;**THENCE** South 20°39'39" West, a distance of 106.44 feet;
THENCE South 00°09'37" West, a distance of 266.25 feet, to the beginning of a curve;
THENCE southerly along said curve to the left, having a radius of 131.00 feet, concave easterly, through a central angle of 29°26'08", a distance of 67.30 feet, to the curves end;
THENCE South 29°16'31" East, a distance of 127.70 feet, to the southwest corner of said Estrella Parcel 9.43;
THENCE leaving said westerly line, South 01°06'37" East, a distance of 336.90 feet;
THENCE South 88°53'23" West, a distance of 451.44 feet;
THENCE North 46°06'37" West, a distance of 16.97 feet;
THENCE South 88°53'23" West, a distance of 56.63 feet;
THENCE South 43°53'23" West, a distance of 16.97 feet;
THENCE South 88°53'23" West, a distance of 268.80 feet, to the beginning of a curve;
THENCE westerly along said curve to the right, having a radius of 102.00 feet, concave northerly, through a central angle of 17°20'29", a distance of 30.87 feet, to the beginning of a reverse curve;
THENCE westerly along said reverse curve to the left, having a radius of 118.00 feet, concave southerly, through a central angle of 17°20'29", a distance of 35.71 feet, to a point of intersection with a non-tangent line;
THENCE North 01°06'37" West, a distance of 2.00 feet;
THENCE South 88°53'23" West, a distance of 98.75 feet, to the **POINT OF BEGINNING.**



VICINITY MAP



LOCATION MAP
NTS



OWNER / DEVELOPER

ESTRELLA NORTH LLC
17700 N PACESETTER WAY, SUITE 100
SCOTTSDALE, ARIZONA 85255
PHONE: (480) 348-1118
CONTACT: TIM BRISLIN

ENGINEER & SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 W. NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
CONTACT: ETHAN A. BOYLE, P.E.

LANDSCAPE

SWABACK ARCHITECTS & PLANNERS
7550 E. MCDONALD DRIVE
SCOTTSDALE, ARIZONA 85250
PHONE: (480) 367-2100
CONTACT: JEFFERY M. DENZAK, A.S.L.A., A.P.A.

PUBLIC UTILITIES

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
ELECTRIC	APS
TELEPHONE	CENTURY LINK
GAS	SOUTHWEST GAS
CABLE TV	COX COMMUNICATIONS

ASSESSOR'S PARCEL NUMBERS

400-58-064A & 400-58-329J

BENCHMARK

3-INCH CITY OF GOODYEAR BRASS CAP
FLUSH LOCATED AT THE INTERSECTION OF
ESTRELLA PARKWAY AND SAN MIGUEL,
HAVING AN ELEVATION OF 1026.73'
OLD CITY OF GOODYEAR NGVD 29 DATUM.
TO CONVERT ELEVATIONS TO NEW CITY OF
GOODYEAR NAVD 88 DATUM, ADD 1.64'

BASIS OF BEARING

SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF NORTH 88°55'45" WEST

CIVIL SHEET INDEX

1 - COVER SHEET
2-3 - PRELIMINARY PLAT
4 - DETAILS

TOTAL SHEETS - 4

CALISTOGA DR, MOUNTAIN VISTA DR, AND PARCEL 9.41 TO BE CONSTRUCTED PRIOR TO OR CONCURRENT WITH PARCEL 9.7.

WOOD PATEL

Wood, Patel & Associates, Inc.
Civil Engineering
Water Resources
Land Survey
Construction Management
602.335.8500
www.woodpatel.com

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

ESTRELLA - PARCEL 9.7
PRELIMINARY PLAT
GOODYEAR, ARIZONA
COVER SHEET

REV	DESCRIPTION	DATE



SCALE (HORIZ.)	1" = 100'
SCALE (VERT.)	N/A
DATE	7/06/2022
JOB NUMBER	215313
SHEET	1 OF 4

CHECKED BY: EB DESIGNED BY: DS DRAFTED BY: LT/AP

Z:\Estrella\2021\215313\Dwg\Pre_Plat\Plat\Preliminary Plat\5313-001-CV.dwg

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°53'23"E	325.37'
L2	N34°00'15"E	128.80'
L3	N7°58'21"W	161.11'
L4	S88°53'23"W	414.29'
L5	S88°53'23"W	592.18'
L6	S1°06'37"E	231.84'
L7	N88°53'23"E	555.60'
L8	S1°06'37"E	153.00'
L9	S1°06'37"E	848.42'

CENTERLINE CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD
C1	38°56'33"	112.50'	76.46'	39.77'	75.00'
C2	54°53'08"	100.00'	95.79'	51.93'	92.17'
C3	41°58'35"	100.00'	73.26'	38.36'	71.64'
C4	38°56'33"	112.50'	76.46'	39.77'	75.00'
C5	90°00'00"	36.58'	57.46'	36.58'	51.73'
C6	90°00'00"	36.58'	57.46'	36.58'	51.73'
C7	90°00'00"	36.58'	57.46'	36.58'	51.73'

BACK OF CURB CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD
BC8	180°00'00"	7.50'	23.56'	INF'	15.00'

LEGEND & ABBREVIATIONS

	BNDRY	PROJECT BOUNDARY
1500		PROPOSED MAJOR CONTOUR ELEVATION
1501		PROPOSED MINOR CONTOUR ELEVATION
1500		EXISTING MAJOR CONTOUR ELEVATION
1501		EXISTING MINOR CONTOUR ELEVATION
		POTABLE WATER PIPE & VALVE
		SANITARY SEWER PIPE, MANHOLE & CLEANOUT
		STORM DRAIN PIPE & MANHOLE
	C/L	CENTER LINE
	T/L	TRACT LINE
	SVE	SIGHT VISIBILITY TRIANGLE
	PUE	PUBLIC UTILITY EASEMENT
	ESVAE	EMERGENCY SERVICE VEHICLE ACCESS EASEMENT
	SE	SEWER EASEMENT
	SWE	SIDEWALK EASEMENT
	WE	WATER EASEMENT
	DE	DRAINAGE EASEMENT
	VNAE	VEHICULAR NON ACCESS EASEMENT
	TCE	TEMPORARY CONSTRUCTION EASEMENT
	GDE	GRADING & DRAINAGE EASEMENT
	M/L	MONUMENT LINE
	R/W	RIGHT OF WAY/TRACT
	E/P	EDGE OF PAVEMENT
	B/C	BACK OF CURB
	SW	SIDEWALK
	BSL	BUILDING SETBACK LINE

LEGEND

* TWO STORY HOMES NOT PERMITTED.

** POTENTIAL HEADLIGHT INTRUSION- DRIVEWAY LOCATION TO BE DESIGNATED TO MITIGATE.

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

RESTRICTED 21' FRONT SETBACK AND DRIVEWAY RESTRICTED TO NORTH SIDE.

UNSUBDIVIDED
ESTRELLA NORTH LLC
400-58-064A
ZONING PAD

EXISTING
PARCEL 9.43
MCR 2020154930
ZONING PAD

N

0 60 120

Horz. 1 in. = 60 ft.

KEY MAP

WOOD PATEL

Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

www.woodpatel.com

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811 Call 811 or click Arizona811.com

ESTRELLA - PARCEL 9.7

PRELIMINARY PLAT

GOODYEAR, ARIZONA

PRELIMINARY PLAT

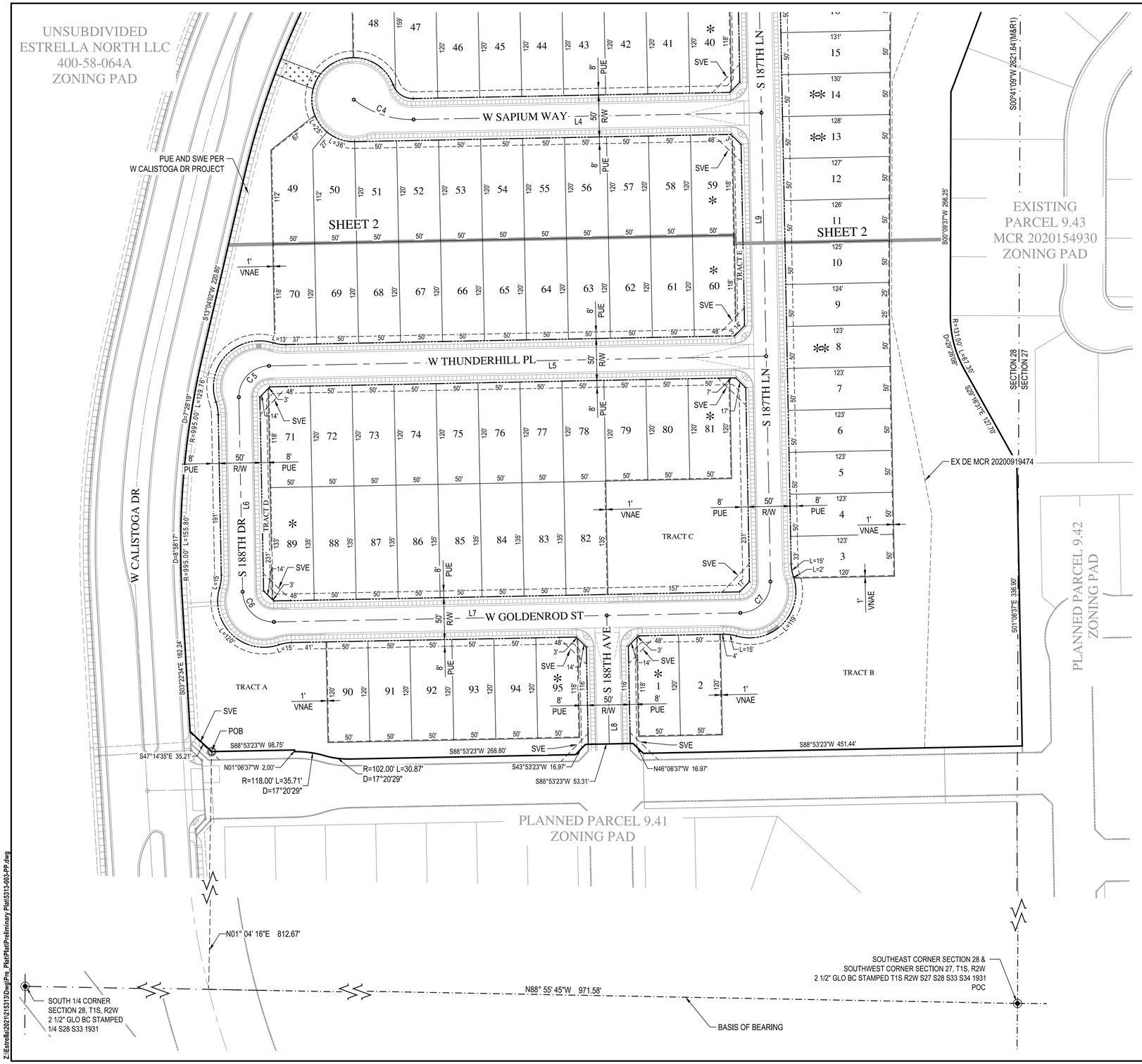
REV	DESCRIPTION	DATE

Registered Professional Engineer (Civil)
CERTIFICATE NO.
58109
ETHAN A. BOYLE
Date Signed 7/06/22
ARIZONA U.S.A.
EXPIRES: 6/30/23

SCALE (HORIZ.)	1" = 60'
SCALE (VERT.)	N/A
DATE	7/06/2022
JOB NUMBER	215313
SHEET	2 OF 4

CHECKED BY: EB DESIGNED BY: DS DRAFTED BY: LT/AP

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°53'23"E	325.37'
L2	N34°00'15"E	128.80'
L3	N7°58'21"W	161.11'
L4	S88°53'23"W	414.29'
L5	S88°53'23"W	592.18'
L6	S1°06'37"E	231.84'
L7	N88°53'23"E	555.60'
L8	S1°06'37"E	153.00'
L9	N1°06'37"W	848.42'

CENTERLINE CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD
C1	38°56'33"	112.50'	76.46'	39.77'	75.00'
C2	54°53'08"	100.00'	95.79'	51.93'	92.17'
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C6	90°00'00"	36.58'	57.46'	36.58'	51.73'
C7	90°00'00"	36.58'	57.46'	36.58'	51.73'

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PUE	PUBLIC UTILITY EASEMENT
ESVAE	EMERGENCY SERVICE VEHICLE ACCESS EASEMENT
SE	SEWER EASEMENT
SWE	SIDEWALK EASEMENT
WE	WATER EASEMENT
DE	DRAINAGE EASEMENT
VNAE	VEHICULAR NON ACCESS EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
GDE	GRADING & DRAINAGE EASEMENT
M/L	MONUMENT LINE
R/W	RIGHT OF WAY/TRACT
E/P	EDGE OF PAVEMENT
B/C	BACK OF CURB
SW	SIDEWALK
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LEGEND

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ESTRELLA - PARCEL 9.7

PRELIMINARY PLAT

GOODYEAR, ARIZONA

PRELIMINARY PLAT

REV	DESCRIPTION	DATE

Registered Professional Engineer (Civil)
CERTIFICATE NO.
58109
ETHAN A. BOYLE
ARIZONA U.S.A.
EXPIRES: 6/30/23

SCALE (HORIZ.)	1" = 60'
SCALE (VERT.)	N/A
DATE	7/06/2022
JOB NUMBER	215313
SHEET	3 OF 4

CHECKED BY: EB DESIGNED BY: DS DRAFTED BY: LT/AP

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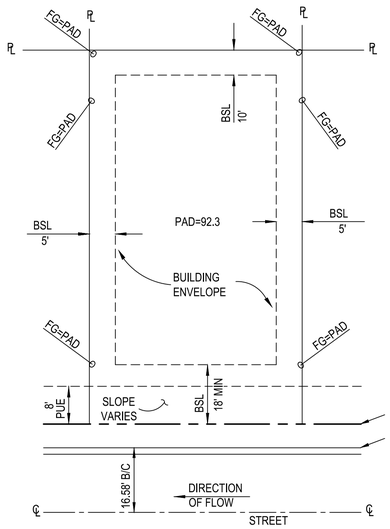
LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	5,998	0.1377
LOT 2	6,000	0.1377
LOT 3	6,129	0.1407
LOT 4	6,148	0.1411
LOT 5	6,151	0.1412
LOT 6	6,151	0.1412
LOT 7	6,151	0.1412
LOT 8	6,151	0.1412
LOT 9	6,158	0.1414
LOT 10	6,210	0.1426
LOT 11	6,269	0.1439
LOT 12	6,328	0.1453
LOT 13	6,387	0.1466
LOT 14	6,446	0.1480
LOT 15	6,505	0.1493
LOT 16	6,565	0.1507
LOT 17	6,532	0.1500
LOT 18	9,305	0.2136
LOT 19	9,441	0.2167
LOT 20	7,050	0.1618

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 21	6,273	0.1440
LOT 22	6,273	0.1440
LOT 23	8,291	0.1903
LOT 24	9,175	0.2106
LOT 25	7,061	0.1621
LOT 26	6,634	0.1523
LOT 27	6,650	0.1527
LOT 28	6,000	0.1377
LOT 29	6,000	0.1377
LOT 30	6,000	0.1377
LOT 31	6,000	0.1377
LOT 35	6,000	0.1377
LOT 36	6,000	0.1377
LOT 37	6,000	0.1377
LOT 38	6,000	0.1377
LOT 39	5,998	0.1377
LOT 40	5,998	0.1377
LOT 41	6,000	0.1377
LOT 42	6,000	0.1377
LOT 43	6,000	0.1377

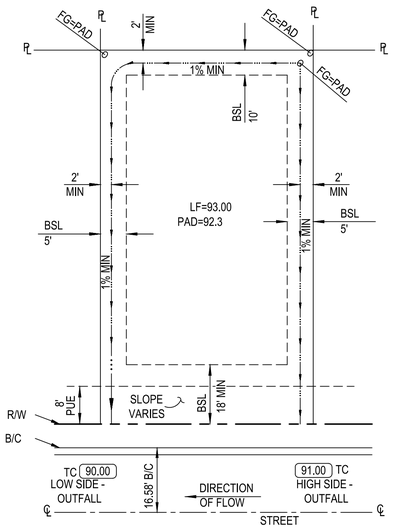
LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 44	6,000	0.1377
LOT 45	6,000	0.1377
LOT 46	6,000	0.1377
LOT 47	8,432	0.1936
LOT 48	6,530	0.1499
LOT 49	6,903	0.1585
LOT 50	6,161	0.1414
LOT 51	6,000	0.1377
LOT 52	6,000	0.1377
LOT 53	6,000	0.1377
LOT 54	6,000	0.1377
LOT 55	6,000	0.1377
LOT 56	6,000	0.1377
LOT 57	6,000	0.1377
LOT 58	6,000	0.1377
LOT 59	5,998	0.1377
LOT 60	5,998	0.1377
LOT 61	6,000	0.1377
LOT 62	6,000	0.1377
LOT 63	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 64	6,000	0.1377
LOT 65	6,000	0.1377
LOT 66	6,000	0.1377
LOT 67	6,000	0.1377
LOT 68	6,000	0.1377
LOT 69	6,000	0.1377
LOT 70	5,992	0.1376
LOT 71	5,998	0.1377
LOT 72	6,000	0.1377
LOT 73	6,000	0.1377
LOT 74	6,000	0.1377
LOT 75	6,000	0.1377
LOT 76	6,000	0.1377
LOT 77	6,000	0.1377
LOT 78	6,000	0.1377
LOT 79	6,000	0.1377
LOT 80	6,000	0.1377
LOT 81	6,000	0.1377
LOT 82	6,750	0.1550
LOT 83	6,750	0.1550

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 84	6,750	0.1550
LOT 85	6,750	0.1550
LOT 86	6,750	0.1550
LOT 87	6,750	0.1550
LOT 88	6,750	0.1550
LOT 89	6,748	0.1549
LOT 90	6,000	0.1377
LOT 91	6,000	0.1377
LOT 92	6,000	0.1377
LOT 93	6,000	0.1377
LOT 94	6,000	0.1377
LOT 95	5,998	0.1377



TYPICAL ROUGH PAD GRADING
(DRAINAGE REAR TO FRONT)



TYPICAL FINISHED PAD GRADING
(DRAINAGE REAR TO FRONT)

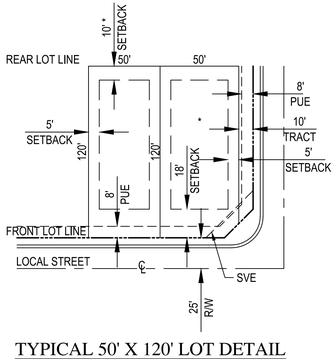
NOTES:

1. LOT FINISH GRADING TO BE COMPLETED BY OTHERS.
2. ALL LOTS MUST BE FINISH GRADED TO PROVIDE A SWALE TO ULTIMATE LOT OUTFALL (LOW TOP OF CURB, LOW TOP OF SIDEWALK).
3. ALL LOTS WILL REQUIRE REGULAR DRAINAGE MAINTENANCE, WHICH IS THE SOLE RESPONSIBILITY OF THE HOMEOWNER.
4. FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 18 INCHES ABOVE THE LOW LOT OUTFALL AND A MINIMUM OF 12 INCHES ABOVE THE HIGH WATER ELEVATION. THE PAD DRAINAGE DESIGN SHOWN ON THESE PLANS AND RECOMMENDATIONS PER THE SOILS REPORT MUST BE ADHERED TO.
5. ANY RETAINING WALL BACKFILL PLACED IN THE PAD AREA MUST BE COMPACTED PER THE SOILS REPORT RECOMMENDATIONS.
6. SETBACKS AND DEVELOPMENT STANDARDS PER THE MONTECITO PAD, AS AMENDED.

TRACT AREA TABLE			
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
TRACT A	173,875	3.9916	LANDSCAPE, OPENSPACE, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT, WATER EASEMENT, ESVAE, DRAINAGE
TRACT B	207,593	4.7657	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT, DRAINAGE
TRACT C	24,890	0.5714	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, DRAINAGE
TRACT D	2,410	0.0553	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT E	2,260	0.0519	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT F	2,260	0.0519	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT G	1,130	0.0259	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT
TRACT H	1,489	0.0342	MEDIAN, LANDSCAPE

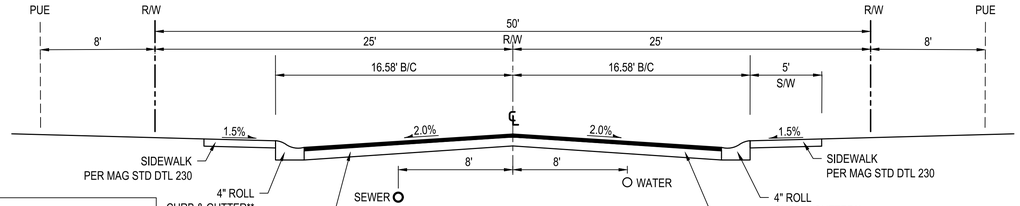
NOTE
*TRACTS "A" THROUGH "G" WILL BE OWNED AND MAINTAINED BY THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION (HOA). TRACT "H" WILL BE OWNED BY THE CITY OF GOODYEAR AND MAINTAINED BY THE HOA.

RIGHT-OF-WAY AREA TABLE		
RIGHT-OF-WAY	R/W AREA SQUARE FEET	R/W AREA ACRES
RIGHT-OF-WAY	207,570	4.7651



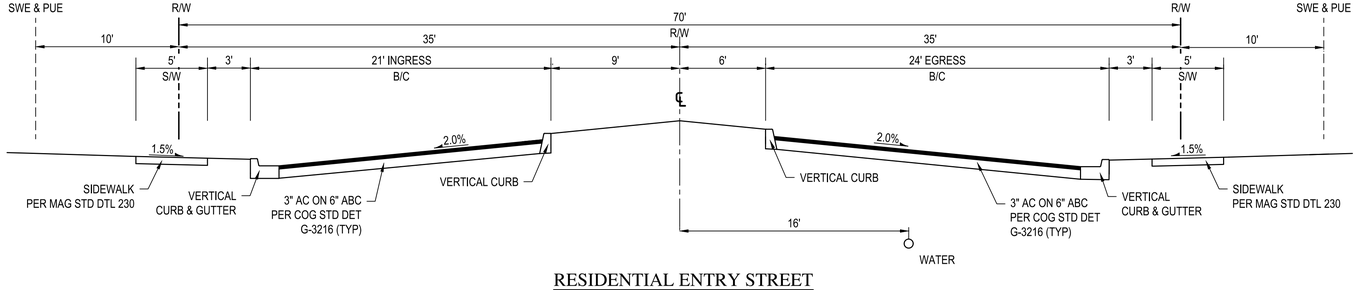
TYPICAL 50' X 120' LOT DETAIL
NTS

NOTES
*SETBACKS AND DEVELOPMENT STANDARDS PER THE MONTECITO PAD, AS AMENDED



**NOTE:
6-INCH ROLLED CURB IS NOT ALLOWED ACROSS LOT DRIVEWAYS. IF 6-INCH ROLLED CURB IS USED ADJACENT TO LOTS, A CURB CUT AND RESIDENTIAL DRIVEWAY SHALL BE PROVIDED AT EACH DRIVEWAY.

TYPICAL LOCAL ROAD
NTS



RESIDENTIAL ENTRY STREET
NTS

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ARIZONA811
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ESTRELLA - PARCEL 9.7

PRELIMINARY PLAT

GOODYEAR, ARIZONA

DETAILS

REV	DESCRIPTION	DATE

Registered Professional Engineer (Civil)
CERTIFICATE NO.
58109
ETHAN A. BOYLE
Date Signed 7/06/22
STATE OF ARIZONA U.S.A.
EXPIRES: 6/30/23

SCALE (HORIZ.)	N/A
SCALE (VERT.)	N/A
DATE	7/06/2022
JOB NUMBER	215313
SHEET	4 OF 4

CHECKED BY: EB DESIGNED BY: DS DRAFTED BY: LT/AP

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PRELIMINARY PLAT
OF
"MONTECITO - PARCEL 9.39 & 9.40"
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27,
THE SOUTHEAST QUARTER OF SECTION 28,
THE NORTHEAST QUARTER OF SECTION 33, AND
THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA, COUNTY, ARIZONA

DEVELOPMENT STANDARDS - PARCEL 9.39 & 9.40	
DESCRIPTION	QUANTITY
LOT NOS.	1-97
NO. OF LOTS	97
MIN. LOT SIZE (SF)	7759
AVERAGE LOT SIZE (SF)	8022
MAX. LOT SIZE (SF)	13754
TOTAL LOT AREA (SF)	778104
TOTAL LOT AREA (AC)	17.863
MIN. LOT WIDTH (FT)	65
TYPICAL MIN. LOT DEPTH (FT)	120
ABSOLUTE MIN. LOT DEPTH (FT) AT CUL-DE-SACS, KNUCKLES, ETC	90
MIN. FRONT SETBACK (FT)	18
MIN. SIDE SETBACK (FT)	5
MIN. TOTAL SIDE SETBACKS (FT)	10
MIN. TOTAL SIDE SETBACKS, CORNER LOTS (FT)	10
MIN. REAR SET BACK (FT)	15
LOT COVERAGE	60%
MAXIMUM HEIGHT	30
PARKING REQUIRED	2 (ENCLOSED)
EXISTING ZONING	P.A.D.
LAND USE	SFD-60
UNIT TYPE	SINGLE FAMILY DETACHED
E.D.U. #	97
OPEN SPACE % OF GROSS AREA	44.14%
TOTAL TRACT AREA, "A"-"N" (AC)	20.062
TOTAL ROADWAY AREA (AC)	7.518
GROSS AREA (AC)	45.443
NET DENSITY (D.U./AC)	2.13

SEWER	CITY OF GOODYEAR
WATER	CITY OF GOODYEAR
FIRE	CITY OF GOODYEAR
ELECTRIC	APS
NATURAL GAS	SOUTHWEST GAS
TELEPHONE	CENTURY LINK
RECLAIMED WATER	NEWLAND

LEGAL DESCRIPTION
All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 27, the Southeast Quarter of Section 28, the Northeast Quarter of Section 33, and the Northwest Quarter of Section 34 Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found GLO brass cap for the Southeast corner of said Section 28, from which a found GLO brass cap for the East Quarter corner of said Section 28 bears North 00 deg. 13 min. 25 sec. East (Basis of Bearings) - 2,634.80 feet;

THENCE North 44 deg. 39 min. 41 sec. West departing said Section line, a distance of 240.23 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 88 deg. 53 min. 23 sec. East, a distance of 550.17 feet;

THENCE South 79 deg. 14 min. 01 sec. East, a distance of 590.30 feet;

THENCE North 06 deg. 30 min. 26 sec. East, a distance of 184.37 feet;

THENCE North 28 deg. 04 min. 45 sec. East, a distance of 470.00 feet;

THENCE North 31 deg. 41 min. 56 sec. East, a distance of 47.09 feet;

THENCE North 24 deg. 18 min. 42 sec. East, a distance of 75.73 feet;

THENCE North 14 deg. 34 min. 39 sec. East, a distance of 54.10 feet;

THENCE North 24 deg. 36 min. 35 sec. West, a distance of 121.07 feet;

THENCE North 52 deg. 16 min. 54 sec. East, at 6.78 feet pass the Southeast corner of Estrella Parcel 9.43 as recorded in Book 1549 of Maps, Page 30 of Maricopa County Records (MCR), continue a total distance of 59.26 feet to a Point of Curvature of a circular curve to the left, having a radius of 150.00 feet, a central angle of 39 deg. 09 min. 47 sec., and being subtended by a chord which bears North 32 deg. 42 min. 00 sec. East - 100.54 feet;

THENCE in a northeasterly direction along said curve to the left and the East line of said Parcel 9.43, a distance of 102.53 feet;

THENCE North 13 deg. 07 min. 07 sec. East tangent to said curve, a distance of 142.81 feet;

THENCE North 09 deg. 01 min. 59 sec. East along said East line, a distance of 70.18 feet;

THENCE North 13 deg. 07 min. 07 sec. East along said East line, a distance of 102.46 feet to a Point of Curvature of a circular curve to the left, having a radius of 300.00 feet, a central angle of 19 deg. 47 min. 54 sec., and being subtended by a chord which bears North 03 deg. 13 min. 10 sec. East - 103.15 feet;

THENCE in a northerly direction along said curve to the left along said East line, a distance of 103.66 feet to a Point of Curvature of a reverse circular curve to the right, having a radius of 225.00 feet, a central angle of 23 deg. 25 min. 02 sec., and being subtended by a chord which bears North 05 deg. 01 min. 44 sec. East - 91.32 feet;

BASIS OF BEARINGS
THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN. BEARING: NORTH 00°13'25" EAST

BENCHMARKS
(1) G.L.O. BRASS CAP AT THE NORTHWEST CORNER OF SECTION 14 T.1S., R.2W., ELEVATION 972.77

(2) FOUND BRASS CAP FLUSH AT THE INTERSECTION OF SAN MIGUEL & ESTRELLA PARKWAY: ELEVATION IS 1026.73' NGVD 29 (OLD CITY OF GOODYEAR DATUM).
TO ACHIEVE NAVD 88 (NEW CITY OF GOODYEAR DATUM) ADD 1.64'.

OWNER/DEVELOPER
NEWLAND COMMUNITIES
5090 N. 40TH STREET , SUITE 210
PHOENIX, ARIZONA 85018
PHONE: 602-468-0800
CONTACT: PETE TEICHE

H.O.A. NOTE
THE PROJECT WILL BE INCORPORATED INTO THE EXISTING VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION

LEGAL DESCRIPTION CONT...
THENCE in a northerly direction along said curve to the right along said East line, a distance of 91.96 feet to the Northeast corner of said Parcel 9.43 and being in the South right-of-way line of West Calistoga Drive as recorded in Book 966 of Maps, Page 24 (MCR), said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1,525.00 feet, a central angle of 07 deg. 46 min. 27 sec., and being subtended by a chord which bears South 65 deg. 07 min. 07 sec. East - 206.76 feet;

THENCE in a southeasterly direction along said curve to the left and said South right-of-way line, a distance of 206.92 feet to the West line of Montecito Village at Estrella Mountain Ranch Parcel 9.6 as recorded in Book 1179 of Maps, Page 32 (MCR);

THENCE South 10 deg. 45 min. 59 sec. West departing said South right-of-way line and continue along the West line of said Parcel 9.6, at 1,351.00 feet pass the Southwest corner of said Parcel 9.6, continue a total distance of 2,413.12 feet to the North right-of-way line of West Mountain Vista Drive as recorded in Book 1059 of Maps, Page 15 (MCR);

THENCE South 77 deg. 03 min. 00 sec. West along said North right-of-way line, at 324.81 feet pass the point of terminus of said right-of-way recorded in Book 1059 of Maps, Page 15 (MCR), continue a total distance of 525.13 feet to a Point of Curvature of a circular curve to the right, having a radius of 1,045.00 feet, a central angle of 56 deg. 26 min. 11 sec., and being subtended by a chord which bears North 74 deg. 43 min. 55 sec. West - 988.21 feet;

THENCE in a westerly direction along said curve to the right, a distance of 1,029.32 feet;

THENCE North 00 deg. 03 min. 38 sec. West non-tangent to said curve, a distance of 16.63 feet;

THENCE North 44 deg. 10 min. 28 sec. West, a distance of 70.00 feet;

THENCE North 88 deg. 39 min. 09 sec. West, a distance of 16.89 feet;

THENCE North 43 deg. 22 min. 07 sec. West, a distance of 22.07 feet;

THENCE South 88 deg. 39 min. 09 sec. East, a distance of 33.87 feet;

THENCE North 46 deg. 03 min. 49 sec. East, a distance of 88.60 feet;

THENCE South 43 deg. 56 min. 11 sec. East, a distance of 2.00 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 118.00 feet, a central angle of 17 deg. 20 min. 29 sec., and being subtended by a chord which bears North 54 deg. 44 min. 03 sec. East - 35.58 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 35.71 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 102.00 feet, a central angle of 17 deg. 20 min. 29 sec., and being subtended by a chord which bears North 54 deg. 44 min. 03 sec. East - 30.75 feet;

THENCE in a northeasterly direction along said curve to the left, a distance of 30.87 feet;

THENCE North 46 deg. 03 min. 49 sec. East tangent to said curve, a distance of 18.10 feet to a Point of Curvature of a circular curve to the right, having a radius of 133.00 feet, a central angle of 36 deg. 26 min. 29 sec., and being subtended by a chord which bears North 64 deg. 17 min. 03 sec. East - 83.17 feet;

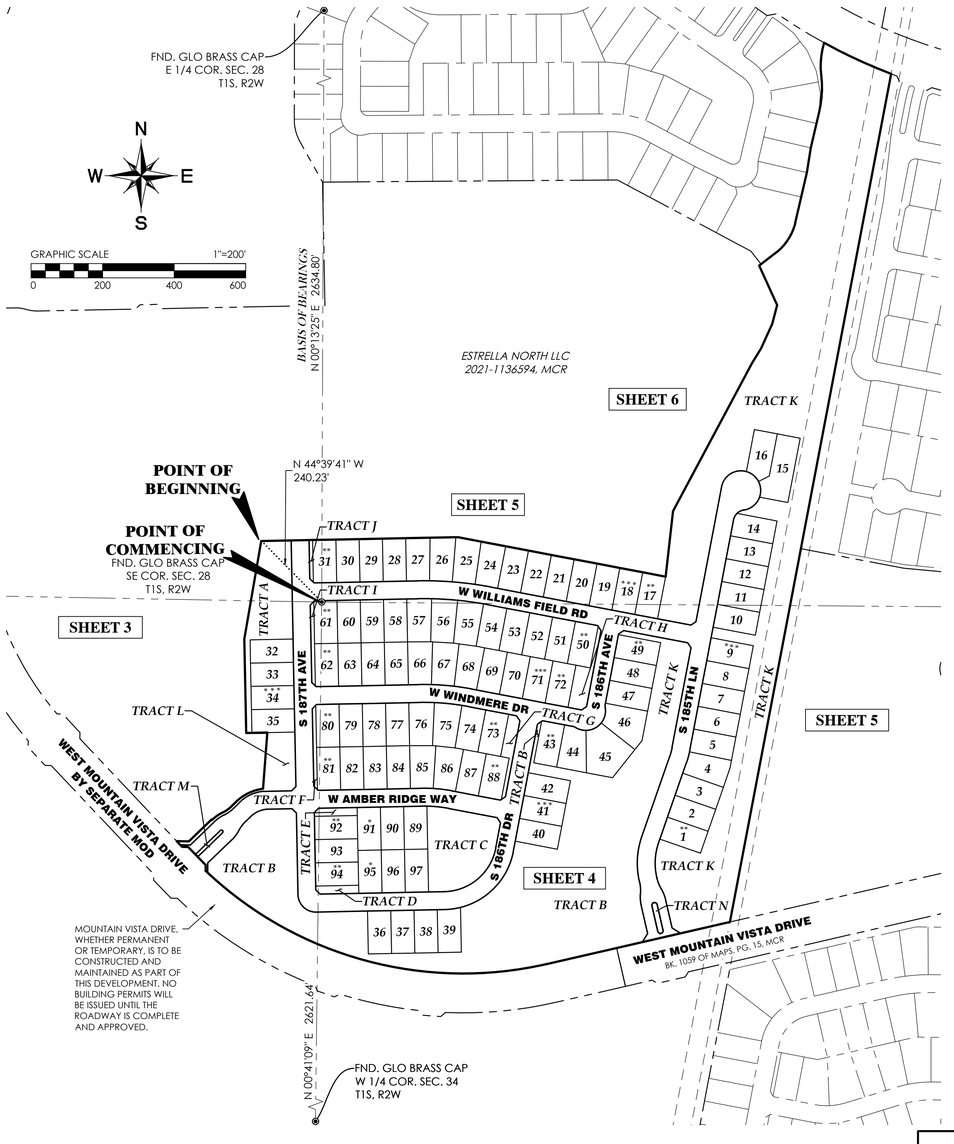
THENCE in a northeasterly direction along said curve to the right, a distance of 84.59 feet;

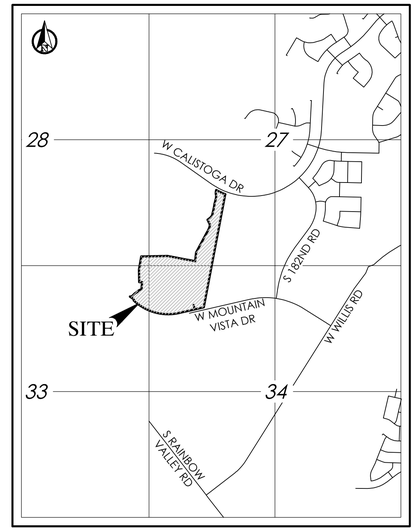
THENCE North 04 deg. 23 min. 34 sec. East non-tangent to said curve, a distance of 157.75 feet;

THENCE South 88 deg. 53 min. 23 sec. West, a distance of 59.16 feet;

THENCE North 01 deg. 06 min. 37 sec. West, a distance of 262.55 feet;

THENCE North 09 deg. 46 min. 26 sec. East, a distance of 278.26 feet to the **POINT OF BEGINNING**, containing 1,979,504 square feet or 45.443 acres of land, more or less.





VICINITY MAP
N.T.S.

LEGEND

◉	FOUND MONUMENT AS NOTED
•	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C"
◉	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B"
SQ. FT.	SQUARE FEET
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
PAE	PUBLIC ACCESS EASEMENT
LS	LANDSCAPE EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
BK	BOOK
PG	PAGE
DKT	DOCKET
MCR	MARICOPA COUNTY RECORDS
(M)	MEASURED
(R)	RECORD
(C)	CALCULATED
*	KEY LOT
**	CORNER LOT
***	LOT AT T-INTERSECTION
	PLAT BOUNDARY LINE
	RIGHT-OF-WAY LINE
	ADJONER LINE
	SECTION LINE
	EASEMENT LINE
	CENTER LINE
	MATCH LINE

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	DETAIL SHEET
SHEET 3-6	PRE-PLAT SHEETS

All improvements related to Parcel 9.7, 9.39/9.40, 9.41, 9.42, Mountain Vista Drive Phase 2, Calistoga Drive Phase 4, and Wash I-66 Channelization plans are to be constructed concurrently.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA 811
Call 811 or click Arizona811.com

Registered Professional Engineer (Civil)
CERTIFICATE NO.
39620
WARREN C. RUSSELL
DATE SIGNED 07-12-22
ARIZONA U.S.A.

PREPARED BY:
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"PRELIMINARY PLAT OF MONTECITO - PARCEL 9.39 & 9.40"
W:\10922A - Montecito - 9.39-9.42\COGOV\PPLAT\PPLAT PH 9.39 & 9.40\10922A-PPLAT PH 9.39 & 9.40 SHEET5.dwg

LOT AREA TABLE		
LOT	AREA (SQ. FT.)	AREA (ACRES)
1	7800	0.179
2	7800	0.179
3	7800	0.179
4	8500	0.195
5	7860	0.180
6	7800	0.179
7	7800	0.179
8	7800	0.179
9	7800	0.179
10	7800	0.179
11	7800	0.179
12	7800	0.179
13	7800	0.179
14	7758	0.178
15	12944	0.297
16	8348	0.192
17	7800	0.179
18	7800	0.179
19	7800	0.179
20	7800	0.179
21	7800	0.179
22	7800	0.179
23	7800	0.179
24	8051	0.185
25	8374	0.192
26	8313	0.191
27	7983	0.183
28	7800	0.179
29	7800	0.179
30	7800	0.179

LOT AREA TABLE		
LOT	AREA (SQ. FT.)	AREA (ACRES)
31	7798	0.179
32	7800	0.179
33	7800	0.179
34	7800	0.179
35	7800	0.179
36	7800	0.179
37	7800	0.179
38	7800	0.179
39	7877	0.181
40	7800	0.179
41	7800	0.179
42	7800	0.179
43	7798	0.179
44	8600	0.197
45	13754	0.316
46	10207	0.234
47	7800	0.179
48	7800	0.179
49	7800	0.179
50	7798	0.179
51	7800	0.179
52	7800	0.179
53	7800	0.179
54	7870	0.181
55	8241	0.189
56	8241	0.189
57	8040	0.185
58	7800	0.179
59	7800	0.179
60	7800	0.179

LOT AREA TABLE		
LOT	AREA (SQ. FT.)	AREA (ACRES)
61	7798	0.179
62	7798	0.179
63	7800	0.179
64	7800	0.179
65	7800	0.179
66	8028	0.184
67	8220	0.189
68	8134	0.187
69	7800	0.179
70	7800	0.179
71	7800	0.179
72	7800	0.179
73	7800	0.179
74	7953	0.183
75	8470	0.194
76	8165	0.187
77	7800	0.179
78	7800	0.179
79	7800	0.179
80	7798	0.179
81	7798	0.179
82	7800	0.179
83	7800	0.179
84	7800	0.179
85	8180	0.188
86	8411	0.193
87	7800	0.179
88	7798	0.179
89	7798	0.179
90	7800	0.179

LOT AREA TABLE		
LOT	AREA (SQ. FT.)	AREA (ACRES)
91	7800	0.179
92	7800	0.179
93	7800	0.179
94	7800	0.179
95	7800	0.179
96	7800	0.179
97	7800	0.179

TRACT SUMMARY TABLE					
TRACT	AREA (SQ. FT.)	AREA (ACRES)	USAGE	MAINTENANCE RESPONSIBILITY/ OWNERSHIP	PASSIVE/ACTIVE
TRACT A	34490	0.792	D.E., P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT B	324956	7.460	D.E., P.U.E., L.S., O.S., S.W.E.	H.O.A.	PASSIVE
TRACT C	38887	0.893	P.U.E., L.S., O.S., PARK	H.O.A.	ACTIVE
TRACT D	2628	0.060	P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT E	2628	0.060	P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT F	2260	0.052	P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT G	5170	0.119	P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT H	7147	0.164	P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT I	2260	0.052	P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT J	1130	0.026	P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT K	433785	9.958	D.E., P.U.E., L.S., O.S., S.W.E., GAS EASEMENT	H.O.A.	PASSIVE
TRACT L	16393	0.376	D.E., P.U.E., L.S., O.S., S.W.E.	H.O.A.	PASSIVE
TRACT M	1461	0.034	L.S., MEDIAN	CITY	PASSIVE
TRACT N	1272	0.029	L.S., MEDIAN	CITY	PASSIVE

TRACT USAGE LEGEND

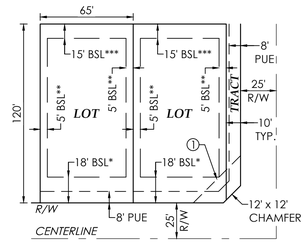
D.E. DRAINAGE EASEMENT
P.U.E. PUBLIC UTILITY EASEMENT
L.S. LANDSCAPE
O.S. OPEN SPACE
S.W.E. SIDEWALK EASEMENT

SITE DATA		
DESCRIPTION	SQUARE FEET	ACRES
GROSS AREA	1,979,504	45.443
STREET ROW	327,503	7.518
NET AREA	1,652,001	37.925
LOT SIZE (MIN.)	60' x 120'	
TOTAL LOTS	97	
AREA SUBDIVIDED INTO LOTS	778,107	17.863
GROSS DENSITY	2.13	
OPEN SPACE	873,894	20.062
% OF GROSS AREA IN O.S.	44.147%	
% OF PASSIVE AREA IN O.S.	95.550%	
% OF ACTIVE AREA IN O.S.	4.450%	
EXISTING ZONING	P.A.D.	

CALCULATION OF ADJUSTED GROSS AREA	
AREA OF LOCAL STREET ROW	7.52
PLUS AREA SUBDIVIDED INTO LOTS	17.86
AREA SUBTOTAL	25.38
APPLY 15% OPEN SPACE FACTOR (CONSTANT)	0.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%)	29.86

EDU DENSITY CALCULATION	
NUMBER OF DWELLING UNITS	97
DIVIDED BY ADJUSTED GROSS AREA	29.86
ADJUSTED GROSS DENSITY	3.25

EDU CALCULATION	
NUMBER OF DWELLING UNITS	97
EQUIVALENT EDU FACTOR FOR 2-4 DU/AC (1.00 PER DU)	1.00
NUMBER OF EDU'S REQUIRED FOR PROJECT (97 X 1.00 =97.00)	97.00



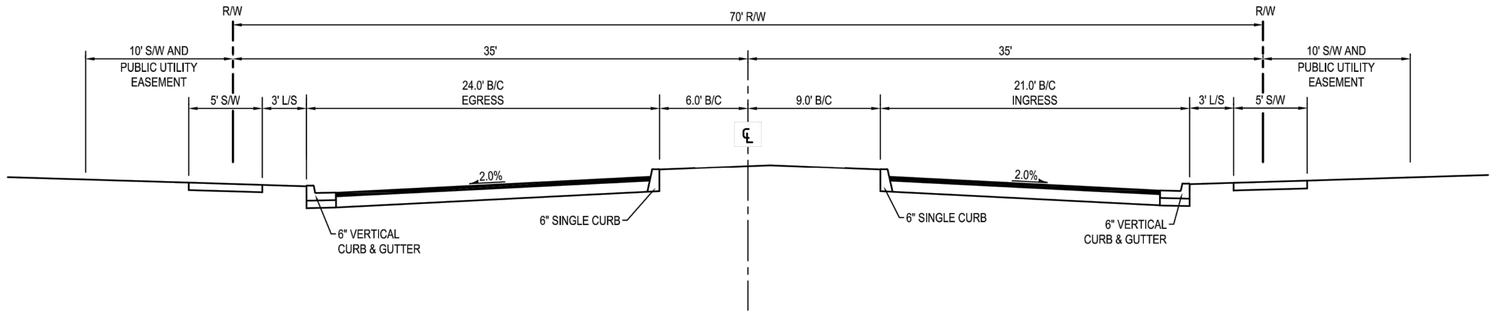
TYPICAL 65' x 120' LOT DETAIL
N.T.S.

SETBACKS AND DEVELOPMENT STANDARDS PER SFD-60 OF THE MONTECITO PAD, AS AMENDED

* MINIMUM SETBACK TO A FRONT PORCH IS 8 FEET. MINIMUM SETBACK TO SIDE ENTRY GARAGE OR LIVABLE SPACE IS 10 FEET. MINIMUM SET BACK TO AN ALLEY LOADED GARAGE IS 5 FEET. PER THE PAD REQUIREMENTS FOR FRONT YARD SETBACKS: "FRONT FACING DRIVEWAYS SHALL NOT BE LESS THAN 20 FEET IN LENGTH, AS MEASURED FROM THE BACK OF SIDEWALKS, OR RIGHT-OF-WAY LINE IF NO SIDEWALK IS PROVIDED, TO THE FRONT FACE OF A GARAGE".

**AWNINGS BAY WINDOWS, FIREPLACES, AND OTHER ARCHITECTURAL DETAILS MAY ENCROACH 2 FEET INTO THE SIDE SETBACK.

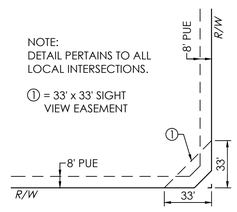
*** MINIMUM SETBACK TO REAR PATIO COVER IS 10 FEET.



NOTES:
PAVING DIMENSIONS ARE MEASURED TO THE BACK OF CURB.

LOCAL STREET

ENHANCED RESIDENTIAL STREET
(ENTRANCE WITH MEDIAN)



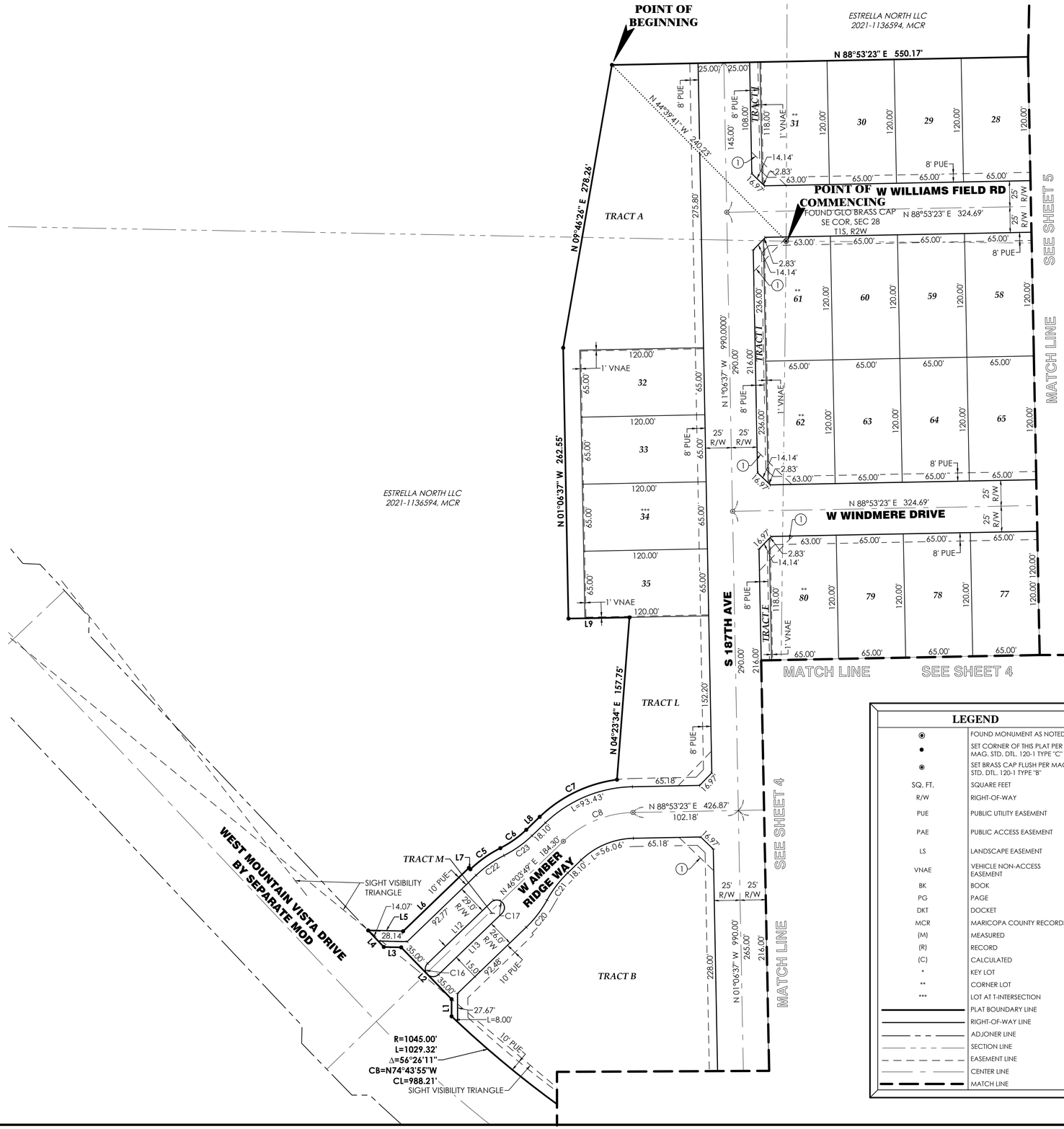
TYPICAL S.V.E. DETAIL FOR LOCAL STREETS
N.T.S.

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CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
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"PRELIMINARY PLAT OF MONTECITO – PARCEL 9.39 & 9.40"

W:\10922A - Montecito - 9.39-9.42\COGO\PPLAT\PPLAT PH 9.39 & 9.40\10922A-PPLAT PH 9.39 & 9.40 SHEETS.dwg



CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	150.00	102.53	39°09'47"	N32°42'00"E	100.54
C2	300.00	103.66	19°47'54"	N03°13'10"E	103.15
C3	225.00	91.96	23°25'02"	N05°01'44"E	91.32
C4	1525.00	206.92	7°46'27"	S65°07'07"E	206.76
C5	118.00	35.71	17°20'29"	N54°44'03"E	35.58
C6	102.00	30.87	17°20'29"	N54°44'03"E	30.75
C7	133.00	84.59	36°26'29"	N64°17'03"E	83.17
C8	100.00	74.75	42°49'34"	N67°28'36"E	73.02
C9	400.00	82.92	11°52'36"	S85°10'19"E	82.77
C10	175.00	238.61	78°07'24"	N49°49'41"E	220.55
C11	25.00	39.27	90°00'00"	S46°06'37"E	35.36
C12	690.00	143.03	11°52'36"	S85°10'19"E	142.77
C13	980.00	203.14	11°52'36"	S85°10'19"E	202.78
C14	200.00	29.27	8°23'02"	S14°57'30"W	29.24
C15	200.00	112.05	32°06'01"	S03°06'01"W	110.59
C16	7.50	23.56	180°00'00"	N43°56'11"W	15.00
C17	7.50	23.56	180°00'00"	S43°56'11"E	15.00
C18	7.50	23.56	180°00'00"	N77°03'00"E	15.00
C19	7.50	23.56	180°00'00"	S77°03'00"W	15.00
C20	110.00	33.29	17°20'29"	N37°23'34"E	33.17
C21	110.00	33.29	17°20'29"	N37°23'34"E	33.17
C22	110.00	33.29	17°20'29"	S54°44'03"W	33.17
C23	110.00	33.29	17°20'29"	S54°44'03"W	33.17

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°03'38"W	16.63
L2	N44°10'28"W	70.00
L3	N88°39'09"W	16.89
L4	N43°22'07"W	22.07
L5	S88°39'09"E	33.87
L6	N46°03'49"E	88.60
L7	S43°56'11"E	2.00
L8	N46°03'49"E	18.10
L9	S88°53'23"W	59.16
L10	S34°14'01"E	35.36
L11	N79°14'01"W	30.00
L12	N46°03'49"E	85.62
L13	S46°03'49"W	85.62
L14	S12°57'00"E	73.00
L15	N12°57'00"W	73.00

LEGEND

◉	FOUND MONUMENT AS NOTED
•	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C"
◉	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B"
SQ. FT.	SQUARE FEET
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
PAE	PUBLIC ACCESS EASEMENT
LS	LANDSCAPE EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
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DKT	DOCKET
MCR	MARICOPA COUNTY RECORDS
(M)	MEASURED
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	PLAT BOUNDARY LINE
	RIGHT-OF-WAY LINE
	ADJONER LINE
	SECTION LINE
	EASEMENT LINE
	CENTER LINE
	MATCH LINE

N
W E
S

GRAPHIC SCALE 1"=50'
0 50 100 150

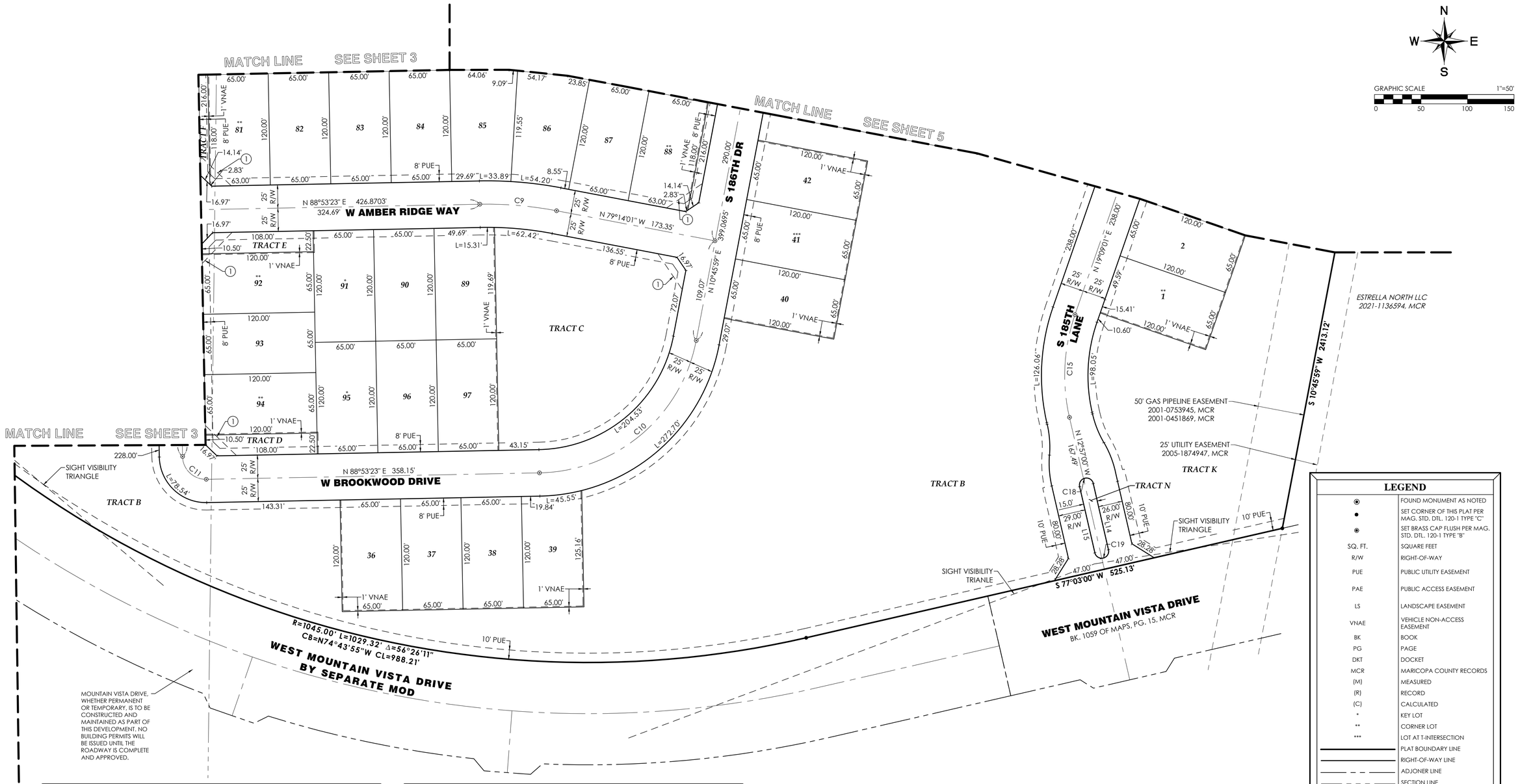
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Registered Professional Engineer (Civil) CERTIFICATE NO. 39620 WARREN C. RUSSELL DATE SIGNED 07-12-22 ARIZONA U.S.A.

"PRELIMINARY PLAT OF MONTECITO - PARCEL 9.39 & 9.40"

W:\10922A - Montecito - 9.39-9.42\COGO\PPLAT\PPLAT PH 9.39 & 9.40\10922A-PPLAT PH 9.39 & 9.40 SHEETS.dwg



CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	150.00	102.53	39°09'47"	N32°42'00"E	100.54
C2	300.00	103.66	19°47'54"	N03°13'10"E	103.15
C3	225.00	91.96	23°25'02"	N05°01'44"E	91.32
C4	1525.00	206.92	7°46'27"	S65°07'07"E	206.76
C5	118.00	35.71	17°20'29"	N54°44'03"E	35.58
C6	102.00	30.87	17°20'29"	N54°44'03"E	30.75
C7	133.00	84.59	36°26'29"	N64°17'03"E	83.17
C8	100.00	74.75	42°49'34"	N67°28'36"E	73.02
C9	400.00	82.92	11°52'36"	S85°10'19"E	82.77
C10	175.00	238.61	78°07'24"	N49°49'41"E	220.55
C11	25.00	39.27	90°00'00"	S46°06'37"E	35.36
C12	690.00	143.03	11°52'36"	S85°10'19"E	142.77

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C13	980.00	203.14	11°52'36"	S85°10'19"E	202.78
C14	200.00	29.27	8°23'02"	S14°57'30"W	29.24
C15	200.00	112.05	32°06'01"	S03°06'01"W	110.59
C16	7.50	23.56	180°00'00"	N43°56'11"W	15.00
C17	7.50	23.56	180°00'00"	S43°56'11"E	15.00
C18	7.50	23.56	180°00'00"	N77°03'00"E	15.00
C19	7.50	23.56	180°00'00"	S77°03'00"W	15.00
C20	110.00	33.29	17°20'29"	N37°23'34"E	33.17
C21	110.00	33.29	17°20'29"	N37°23'34"E	33.17
C22	110.00	33.29	17°20'29"	S54°44'03"W	33.17
C23	110.00	33.29	17°20'29"	S54°44'03"W	33.17

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°03'38"W	16.63
L2	N44°10'28"W	70.00
L3	N88°39'09"W	16.89
L4	N43°22'07"W	22.07
L5	S88°39'09"E	33.87
L6	N46°03'49"E	88.60
L7	S43°56'11"E	2.00
L8	N46°03'49"E	18.10

LINE TABLE		
LINE #	BEARING	DISTANCE
L9	S88°53'23"W	59.16
L10	S34°14'01"E	35.36
L11	N79°14'01"W	30.00
L12	N46°03'49"E	85.62
L13	S46°03'49"W	85.62
L14	S12°57'00"E	73.00
L15	N12°57'00"W	73.00

LEGEND	
◉	FOUND MONUMENT AS NOTED
•	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C"
◉	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B"
SQ. FT.	SQUARE FEET
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"PRELIMINARY PLAT OF MONTECITO - PARCEL 9.39 & 9.40"

W:\10922A - Montecito - 9.39-9.42\COGO\PPLAT\PPLAT PH 9.39 & 9.40\10922A-PPLAT PH 9.39 & 9.40 SHEETS.dwg

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2440 W. Mission Lane, Suite 4, Phoenix, Arizona 85021
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Registered Professional Engineer (Civil) CERTIFICATE NO. 39620 WARREN C. RUSSELL DATE SIGNED 07-12-22 ARIZONA U.S.A.



CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	150.00	102.53	39°09'47"	N32°42'00"E	100.54
C2	300.00	103.66	19°47'54"	N03°13'10"E	103.15
C3	225.00	91.96	23°25'02"	N05°01'44"E	91.32
C4	1525.00	206.92	7°46'27"	S65°07'07"E	206.76
C5	118.00	35.71	17°20'29"	N54°44'03"E	35.58
C6	102.00	30.87	17°20'29"	N54°44'03"E	30.75
C7	133.00	84.59	36°26'29"	N64°17'03"E	83.17
C8	100.00	74.75	42°49'34"	N67°28'36"E	73.02
C9	400.00	82.92	11°52'36"	S85°10'19"E	82.77
C10	175.00	238.61	78°07'24"	N49°49'41"E	220.55
C11	25.00	39.27	90°00'00"	S46°06'37"E	35.36
C12	690.00	143.03	11°52'36"	S85°10'19"E	142.77

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C13	980.00	203.14	11°52'36"	S85°10'19"E	202.78
C14	200.00	29.27	8°23'02"	S14°57'30"W	29.24
C15	200.00	112.05	32°06'01"	S03°06'01"W	110.59
C16	7.50	23.56	180°00'00"	N43°56'11"W	15.00
C17	7.50	23.56	180°00'00"	S43°56'11"E	15.00
C18	7.50	23.56	180°00'00"	N77°03'00"E	15.00
C19	7.50	23.56	180°00'00"	S77°03'00"W	15.00
C20	110.00	33.29	17°20'29"	N37°23'34"E	33.17
C21	110.00	33.29	17°20'29"	N37°23'34"E	33.17
C22	110.00	33.29	17°20'29"	S54°44'03"W	33.17
C23	110.00	33.29	17°20'29"	S54°44'03"W	33.17

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°03'38"W	16.63
L2	N44°10'28"W	70.00
L3	N88°39'09"W	16.89
L4	N43°22'07"W	22.07
L5	S88°39'09"E	33.87
L6	N46°03'49"E	88.60
L7	S43°56'11"E	2.00
L8	N46°03'49"E	18.10

LINE TABLE		
LINE #	BEARING	DISTANCE
L9	S88°53'23"W	59.16
L10	S34°14'01"E	35.36
L11	N79°14'01"W	30.00
L12	N46°03'49"E	85.62
L13	S46°03'49"W	85.62
L14	S12°57'00"E	73.00
L15	N12°57'00"W	73.00

Registered Professional Engineer (Civil)
CERTIFICATE NO.
39620
WARREN C. RUSSELL
DATE SIGNED 07-12-22
ARIZONA U.S.A.

PREPARED BY:

GOODWIN AND MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

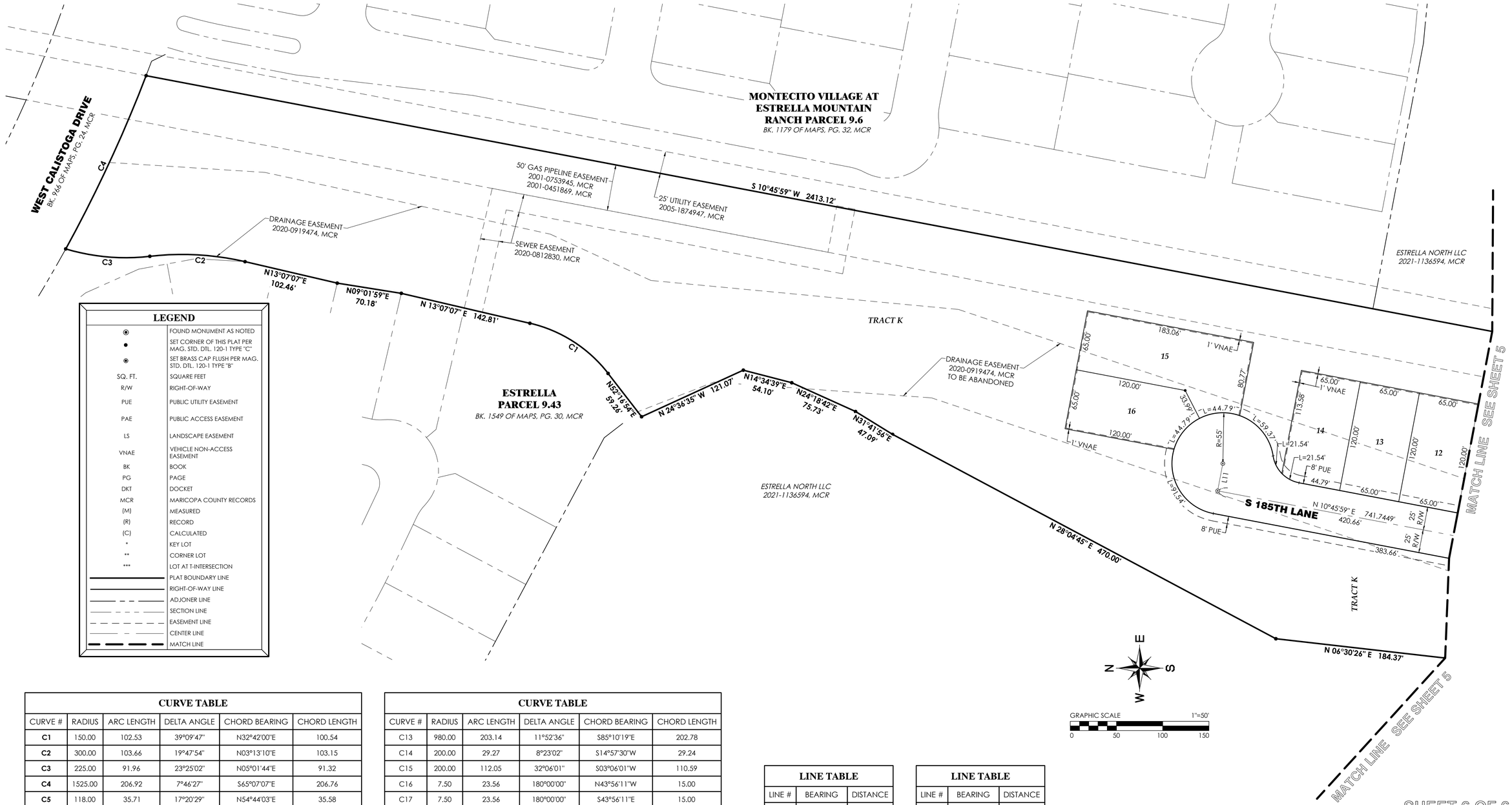
SURVEYED BY:

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"PRELIMINARY PLAT OF MONTECITO - PARCEL 9.39 & 9.40"

W:\10922A - Montecito - 9.39-9.42\COGO\PPLAT\PPLAT PH 9.39 & 9.40\10922A-PPLAT PH 9.39 & 9.40 SHEETS.dwg



LEGEND

◉	FOUND MONUMENT AS NOTED
•	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C"
◉	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B"
SQ. FT.	SQUARE FEET
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
PAE	PUBLIC ACCESS EASEMENT
LS	LANDSCAPE EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
BK	BOOK
PG	PAGE
DKT	DOCKET
MCR	MARICOPA COUNTY RECORDS
(M)	MEASURED
(R)	RECORD
(C)	CALCULATED
*	KEY LOT
**	CORNER LOT
***	LOT AT T-INTERSECTION
———	PLAT BOUNDARY LINE
———	RIGHT-OF-WAY LINE
——— – – ———	ADJOINER LINE
——— – – ———	SECTION LINE
– – – – – –	EASEMENT LINE
——— – ———	CENTER LINE
— — — —	MATCH LINE

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	150.00	102.53	39°09'47"	N32°42'00"E	100.54
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C19	7.50	23.56	180°00'00"	S77°03'00"W	15.00
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C21	110.00	33.29	17°20'29"	N37°23'34"E	33.17
C22	110.00	33.29	17°20'29"	S54°44'03"W	33.17
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LINE TABLE

LINE #	BEARING	DISTANCE
L1	N00°03'38"W	16.63
L2	N44°10'28"W	70.00
L3	N88°39'09"W	16.89
L4	N43°22'07"W	22.07
L5	S88°39'09"E	33.87
L6	N46°03'49"E	88.60
L7	S43°56'11"E	2.00
L8	N46°03'49"E	18.10

LINE TABLE

LINE #	BEARING	DISTANCE
L9	S88°53'23"W	59.16
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L11	N79°14'01"W	30.00
L12	N46°03'49"E	85.62
L13	S46°03'49"W	85.62
L14	S12°57'00"E	73.00
L15	N12°57'00"W	73.00

Registered Professional Engineer (Civil) CERTIFICATE NO. 39620 WARREN C. RUSSELL DATE SIGNED 01-12-22 ARIZONA U.S.A.

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"PRELIMINARY PLAT OF MONTECITO – PARCEL 9.39 & 9.40"

W:\10922A - Montecito - 9.39-9.42\COGO\PLAT\PPLAT PH 9.39 & 9.40\10922A-PPLAT PH 9.39 & 9.40 SHEETS.dwg

PRELIMINARY PLAT
OF
"MONTECITO - PARCEL 9.41"
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27,
THE SOUTHEAST QUARTER OF SECTION 28,
AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA, COUNTY, ARIZONA

DEVELOPMENT STANDARDS - PARCEL 9.41	
DESCRIPTION	QUANTITY
LOT NOS.	1-52
NO. OF LOTS	52
MIN. LOT SIZE (SF)	7044
AVERAGE LOT SIZE (SF)	7620
MAX. LOT SIZE (SF)	10978
TOTAL LOT AREA (SF)	396208
TOTAL LOT AREA (AC)	9.096
MIN. LOT WIDTH (FT)	60
TYPICAL MIN. LOT DEPTH (FT)	120
ABSOLUTE MIN. LOT DEPTH (FT) AT CUL-DE-SACS, KNUCKLES, ETC	90
MIN. FRONT SETBACK (FT)	18
MIN. SIDE SETBACK (FT)	5
MIN. TOTAL SIDE SETBACKS (FT)	10
MIN. TOTAL SIDE SETBACKS, CORNER LOTS (FT)	10
MIN. REAR SET BACK (FT)	15
LOT COVERAGE	60%
MAXIMUM HEIGHT	30
PARKING REQUIRED	2 (ENCLOSED)
EXISTING ZONING	P.A.D.
LAND USE	SFD-60
UNIT TYPE	SINGLE FAMILY DETACHED
E.D.U. #	52
OPEN SPACE % OF GROSS AREA	42%
TOTAL TRACT AREA, "A"-"J" (AC)	9.096
TOTAL ROADWAY AREA (AC)	4.429
GROSS AREA (AC)	23.339
NET DENSITY (D.U./AC)	2.23

SEWER	CITY OF GOODYEAR
WATER	CITY OF GOODYEAR
FIRE	CITY OF GOODYEAR
ELECTRIC	APS
NATURAL GAS	SOUTHWEST GAS
TELEPHONE	CENTURY LINK
RECLAIMED WATER	NEWLAND

LEGAL DESCRIPTION
All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 27, the Southeast Quarter of Section 28, and the Northeast Quarter of Section 33, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found GLO brass cap for the Southeast corner of said Section 28, the Southwest corner of said Section 27, the Northeast corner of said Section 33, and the Northwest corner of Section 34, Township 1 South, Range 2 West, from which a found GLO brass cap for the East Quarter corner of said Section 28 bears North 00 deg. 13 min. 25 sec. East (Basis of Bearings) - 2,634.80 feet;

THENCE South 22 deg. 36 min. 26 sec. West departing said Section line, a distance of 395.05 feet to the **TRUE POINT OF BEGINNING**;

THENCE South 04 deg. 23 min. 34 sec. West, a distance of 157.75 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 133.00 feet, a central angle of 36 deg. 26 min. 29 sec., and being subtended by a chord which bears South 64 deg. 17 min. 03 sec. West - 83.17 feet;

THENCE in a southwesterly direction along said curve to the left, a distance of 84.59 feet;

THENCE South 46 deg. 03 min. 49 sec. West tangent to said curve, a distance of 18.10 feet to a Point of Curvature of a circular curve to the right, having a radius of 102.00 feet, a central angle of 17 deg. 20 min. 29 sec., and being subtended by a chord which bears South 54 deg. 44 min. 03 sec. West - 30.75 feet;

THENCE in a southwesterly direction along said curve to the right, a distance of 30.87 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 118.00 feet, a central angle of 17 deg. 20 min. 29 sec., and being subtended by a chord which bears South 54 deg. 44 min. 03 sec. West - 35.58 feet;

THENCE in a southwesterly direction along said curve to the left, a distance of 35.71 feet;

THENCE North 43 deg. 56 min. 11 sec. West non-tangent to said curve, a distance of 2.00 feet;

THENCE South 46 deg. 03 min. 49 sec. West, a distance of 88.60 feet;

THENCE North 88 deg. 39 min. 09 sec. West, a distance of 33.87 feet;

THENCE North 43 deg. 22 min. 07 sec. West, a distance of 394.44 feet;

THENCE North 01 deg. 37 min. 53 sec. East, a distance of 16.97 feet;

THENCE North 42 deg. 56 min. 07 sec. West, a distance of 70.00 feet;

THENCE North 87 deg. 09 min. 26 sec. West, a distance of 16.61 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 852.50 feet, a central angle of 37 deg. 09 min. 59 sec., and being subtended by a chord which bears North 21 deg. 57 min. 33 sec. West - 543.35 feet;

LEGEND

◉	FOUND MONUMENT AS NOTED
•	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C"
◉	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B"
SQ. FT.	SQUARE FEET
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
PAE	PUBLIC ACCESS EASEMENT
LS	LANDSCAPE EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
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*	KEY LOT
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***	LOT AT T-INTERSECTION
———	PLAT BOUNDARY LINE
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——— — ———	ADJONER LINE
——— — ———	SECTION LINE
— — — — —	EASEMENT LINE
——— · ———	CENTER LINE
▬ ▬ ▬	MATCH LINE

LEGAL DESCRIPTION CONT...
THENCE in a northerly direction along said curve to the right, a distance of 553.00 feet;

THENCE North 03 deg. 22 min. 34 sec. West tangent to said curve, a distance of 547.71 feet;

THENCE North 42 deg. 45 min. 25 sec. East, a distance of 16.64 feet;

THENCE North 03 deg. 22 min. 34 sec. West, a distance of 70.05 feet;

THENCE North 47 deg. 14 min. 35 sec. West, a distance of 17.32 feet;

THENCE North 03 deg. 22 min. 34 sec. West, a distance of 22.42 feet;

THENCE South 47 deg. 14 min. 35 sec. East, a distance of 35.21 feet;

THENCE North 88 deg. 53 min. 23 sec. East, a distance of 98.75 feet;

THENCE South 01 deg. 06 min. 37 sec. East, a distance of 2.00 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 118.00 feet, a central angle of 17 deg. 20 min. 29 sec., and being subtended by a chord which bears South 82 deg. 26 min. 23 sec. East - 35.58 feet;

THENCE in a easterly direction along said curve to the right, a distance of 35.71 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 102.00 feet, a central angle of 17 deg. 20 min. 29 sec., and being subtended by a chord which bears South 82 deg. 26 min. 23 sec. East - 30.75 feet;

THENCE in an easterly direction along said curve to the left, a distance of 30.87 feet;

THENCE North 88 deg. 53 min. 23 sec. East tangent to said curve, a distance of 268.80 feet;

THENCE North 43 deg. 53 min. 23 sec. East, a distance of 16.97 feet;

THENCE North 88 deg. 53 min. 23 sec. East, a distance of 56.63 feet;

THENCE South 46 deg. 06 min. 37 sec. East, a distance of 16.97 feet;

THENCE South 01 deg. 06 min. 37 sec. East, a distance of 66.00 feet;

THENCE North 88 deg. 53 min. 23 sec. East, a distance of 443.04 feet;

THENCE South 01 deg. 06 min. 37 sec. East, a distance of 128.32 feet to a Point of Curvature of a circular curve to the right, having a radius of 132.00 feet, a central angle of 22 deg. 23 min. 59 sec., and being subtended by a chord which bears South 10 deg. 05 min. 22 sec. West - 51.28 feet;

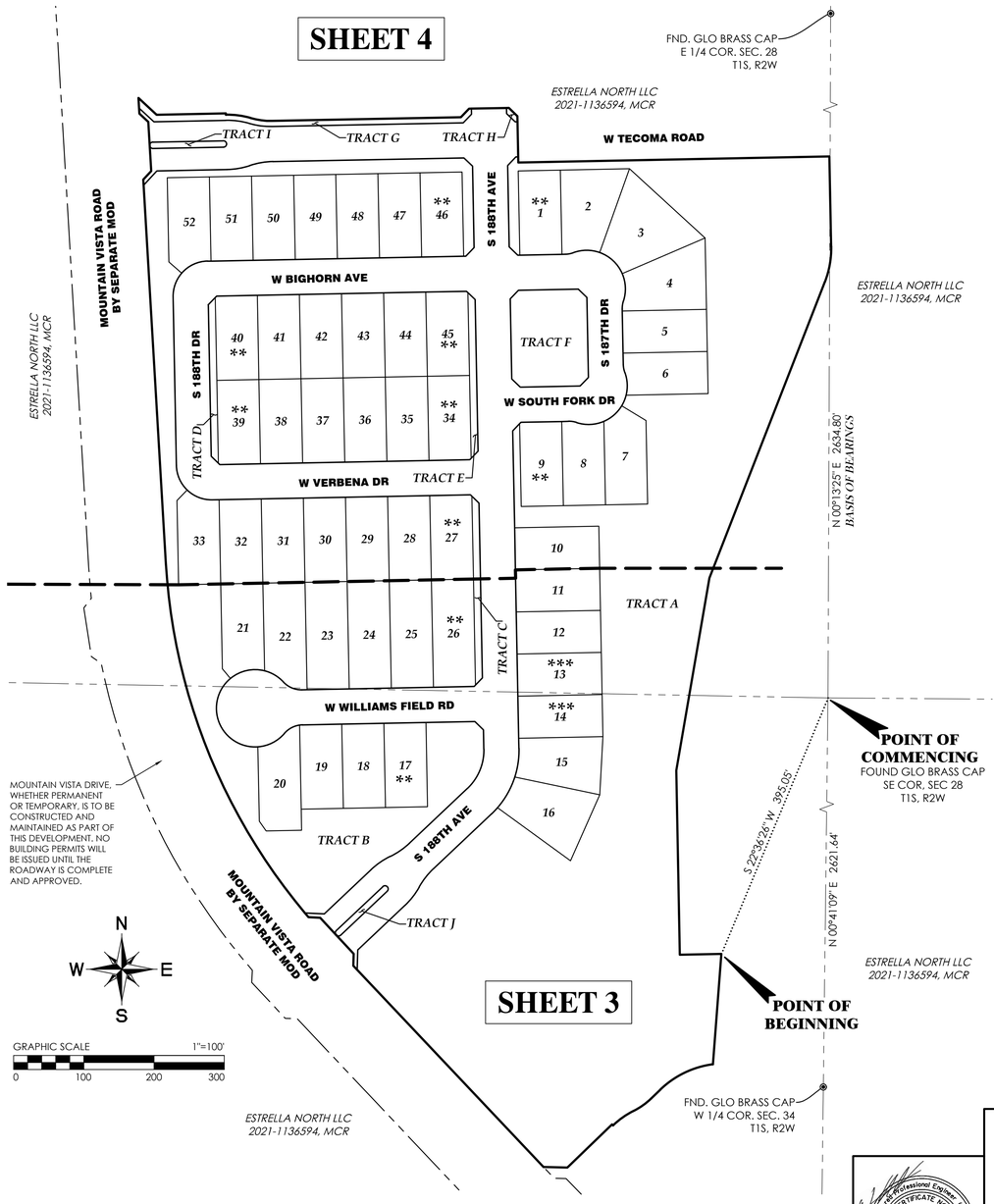
THENCE in a southerly direction along said curve to the right, a distance of 51.61 feet;

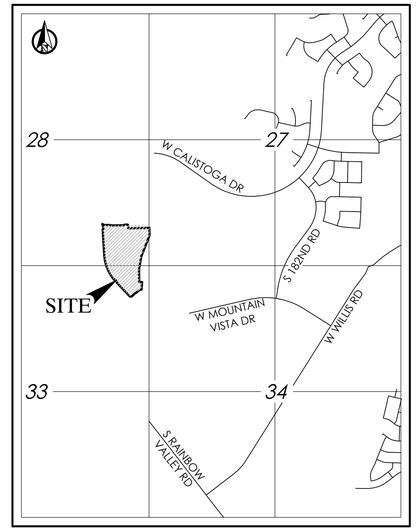
THENCE South 21 deg. 17 min. 22 sec. West tangent to said curve, a distance of 452.46 feet;

THENCE South 09 deg. 46 min. 26 sec. West, a distance of 278.26 feet;

THENCE South 01 deg. 06 min. 37 sec. East, a distance of 262.55 feet;

THENCE North 88 deg. 53 min. 23 sec. East, a distance of 59.16 feet to the **POINT OF BEGINNING**, containing 1,016,634 square feet or 23.339 acres of land, more or less.





VICINITY MAP
N.T.S.

BASIS OF BEARINGS
THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN.
BEARING: NORTH 00°13'25" EAST

BENCHMARKS
1. G.L.O. BRASS CAP AT THE NORTHWEST CORNER OF SECTION 14 T.1S., R.2W., ELEVATION 972.77
2. FOUND BRASS CAP FLUSH AT THE INTERSECTION OF SAN MIGUEL & ESTRELLA PARKWAY: ELEVATION IS 1026.73' NGVD 29 (OLD CITY OF GOODYEAR DATUM).
TO ACHIEVE NAVD 88 (NEW CITY OF GOODYEAR DATUM) ADD 1.64'.

OWNER/DEVELOPER
NEWLAND COMMUNITIES
5090 N. 40TH STREET , SUITE 210
PHOENIX, ARIZONA 85018
PHONE: 602-468-0800
CONTACT: PETE TEICHE

H.O.A. NOTE
THE PROJECT WILL BE INCORPORATED INTO THE EXISTING VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	DETAIL SHEET
SHEET 3-4	PRE-PLAT SHEETS

All improvements related to Parcel 9.7, 9.39/9.40, 9.41, 9.42, Mountain Vista Drive Phase 2, Calistoga Drive Phase 4, and Wash I-66 Channelization plans are to be constructed concurrently.

Registered Professional Engineer (Civil) CERTIFICATE NO. 39620 WARREN C. RUSSELL DATE SIGNED 07-12-22 ARIZONA U.S.A.

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LOT AREA TABLE		
LOT	AREA (SQ. FT.)	AREA (ACRES)
1	7200	0.165
2	8939	0.205
3	10978	0.252
4	9121	0.209
5	7200	0.165
6	7058	0.162
7	7734	0.178
8	7044	0.162
9	7198	0.165
10	7200	0.165
11	7200	0.165
12	7200	0.165
13	7200	0.165
14	7200	0.165
15	8273	0.190
16	9332	0.214
17	7200	0.165
18	7200	0.165
19	7200	0.165
20	7931	0.182

LOT AREA TABLE		
LOT	AREA (SQ. FT.)	AREA (ACRES)
21	7573	0.174
22	8517	0.196
23	9180	0.211
24	9180	0.211
25	9180	0.211
26	9178	0.211
27	7198	0.165
28	7200	0.165
29	7200	0.165
30	7200	0.165
31	7200	0.165
32	7200	0.165
33	7468	0.171
34	7198	0.165
35	7200	0.165
36	7200	0.165
37	7200	0.165
38	7200	0.165
39	7198	0.165
40	7198	0.165

LOT AREA TABLE		
LOT	AREA (SQ. FT.)	AREA (ACRES)
41	7200	0.165
42	7200	0.165
43	7200	0.165
44	7200	0.165
45	7198	0.165
46	7200	0.165
47	7200	0.165
48	7200	0.165
49	7200	0.165
50	7200	0.165
51	7200	0.165
52	7534	0.173

TRACT SUMMARY TABLE					
TRACT	AREA (SQ. FT.)	AREA (ACRES)	USAGE	MAINTENANCE RESPONSIBILITY	PASSIVE/ACTIVE
TRACT A	324384	7.447	D.E., P.U.E., L.S., O.S., S.W.E	H.O.A.	PASSIVE
TRACT B	75046	1.723	D.E., P.U.E., L.S., O.S., S.W.E	H.O.A.	PASSIVE
TRACT C	2590	0.059	P.U.E., L.S., O.S., S.W.E.	H.O.A.	PASSIVE
TRACT D	2260	0.052	P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT E	2260	0.052	P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT F	14787	0.339	P.U.E., L.S., O.S.	H.O.A.	ACTIVE
TRACT G	4173	0.096	P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT H	162	0.004	P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT I	1592	0.037	L.S., MEDIAN	CITY	PASSIVE
TRACT J	1452	0.033	L.S., MEDIAN	CITY	PASSIVE

TRACT USAGE LEGEND

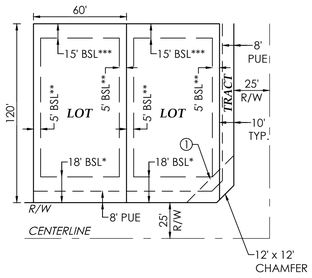
D.E. DRAINAGE EASEMENT
P.U.E. PUBLIC UTILITY EASEMENT
L.S. LANDSCAPE
O.S. OPEN SPACE
S.W.E. SIDEWALK EASEMENT

SITE DATA		
DESCRIPTION	SQUARE FEET	ACRES
GROSS AREA	1,016,634	23.339
STREET ROW	192,914	4.429
NET AREA	823,720	18.910
LOT SIZE (MIN.)	60' x 120'	
TOTAL LOTS	52	
AREA SUBDIVIDED INTO LOTS	396,208	9.096
GROSS DENSITY	2.23	
OPEN SPACE	427,512	9.814
% OF GROSS AREA IN O.S.	42.052%	
% OF PASSIVE AREA IN O.S.	96.541%	
% OF ACTIVE AREA IN O.S.	3.459%	
EXISTING ZONING	P.A.D.	

CALCULATION OF ADJUSTED GROSS AREA	
AREA OF LOCAL STREET ROW	4.43
PLUS AREA SUBDIVIDED INTO LOTS	9.10
AREA SUBTOTAL	13.52
APPLY 15% OPEN SPACE FACTOR (CONSTANT)	0.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%)	15.91

EDU DENSITY CALCULATION	
NUMBER OF DWELLING UNITS	52
DIVIDED BY ADJUSTED GROSS AREA	15.91
ADJUSTED GROSS DENSITY	3.27

EDU CALCULATION	
NUMBER OF DWELLING UNITS	52
EQUIVALENT EDU FACTOR FOR 2-4 DU/AC (1.00 PER DU)	1.00
NUMBER OF EDU'S REQUIRED FOR PROJECT (52 X 1.00 =52.00)	52.00



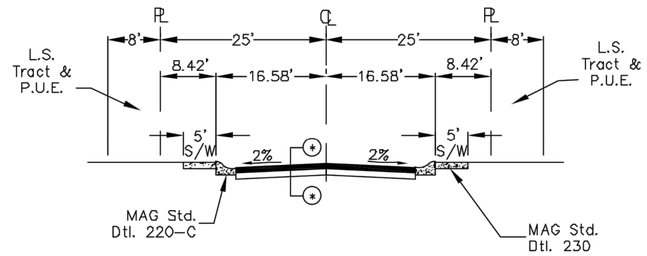
TYPICAL 65' x 120' LOT DETAIL
N.T.S.

SETBACKS AND DEVELOPMENT STANDARDS PER SFD-60 OF THE MONTECITO PAD, AS AMENDED

* MINIMUM SETBACK TO A FRONT PORCH IS 8 FEET. MINIMUM SETBACK TO SIDE ENTRY GARAGE OR LIVABLE SPACE IS 10 FEET. MINIMUM SET BACK TO AN ALLEY LOADED GARAGE IS 5 FEET. PER THE PAD REQUIREMENTS FOR FRONT YARD SETBACKS: "FRONT FACING DRIVEWAYS SHALL NOT BE LESS THAN 20 FEET IN LENGTH, AS MEASURED FROM THE BACK OF SIDEWALKS, OR RIGHT-OF-WAY LINE IF NO SIDEWALK IS PROVIDED, TO THE FRONT FACE OF A GARAGE".

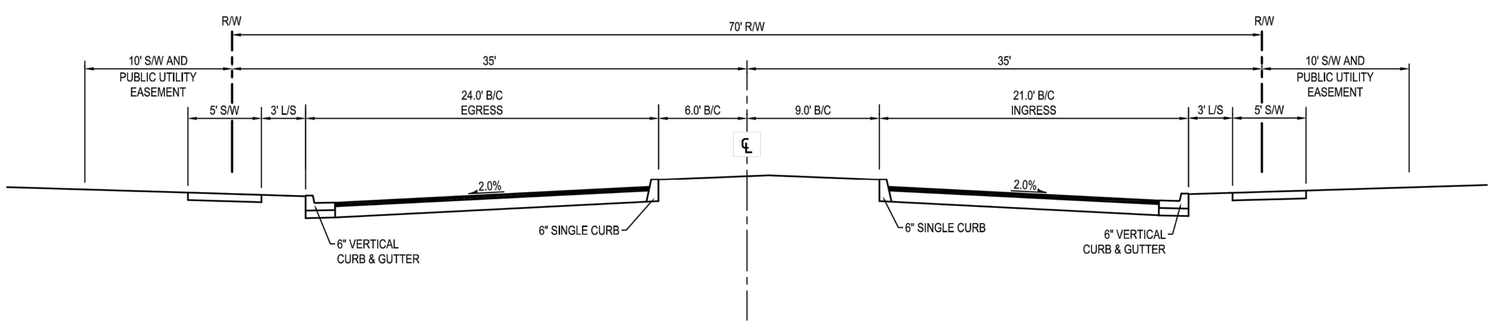
**AWNINGS BAY WINDOWS, FIREPLACES, AND OTHER ARCHITECTURAL DETAILS MAY ENCROACH 2 FEET INTO THE SIDE SETBACK.

*** MINIMUM SETBACK TO REAR PATIO COVER IS 10 FEET.

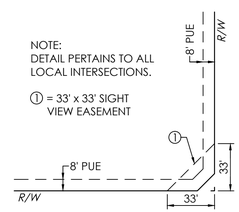


NOTES:
PAVING DIMENSIONS ARE MEASURED TO THE BACK OF CURB.

LOCAL STREET



ENHANCED RESIDENTIAL STREET
(ENTRANCE WITH MEDIAN)



TYPICAL S.V.E. DETAIL FOR LOCAL STREETS
N.T.S.

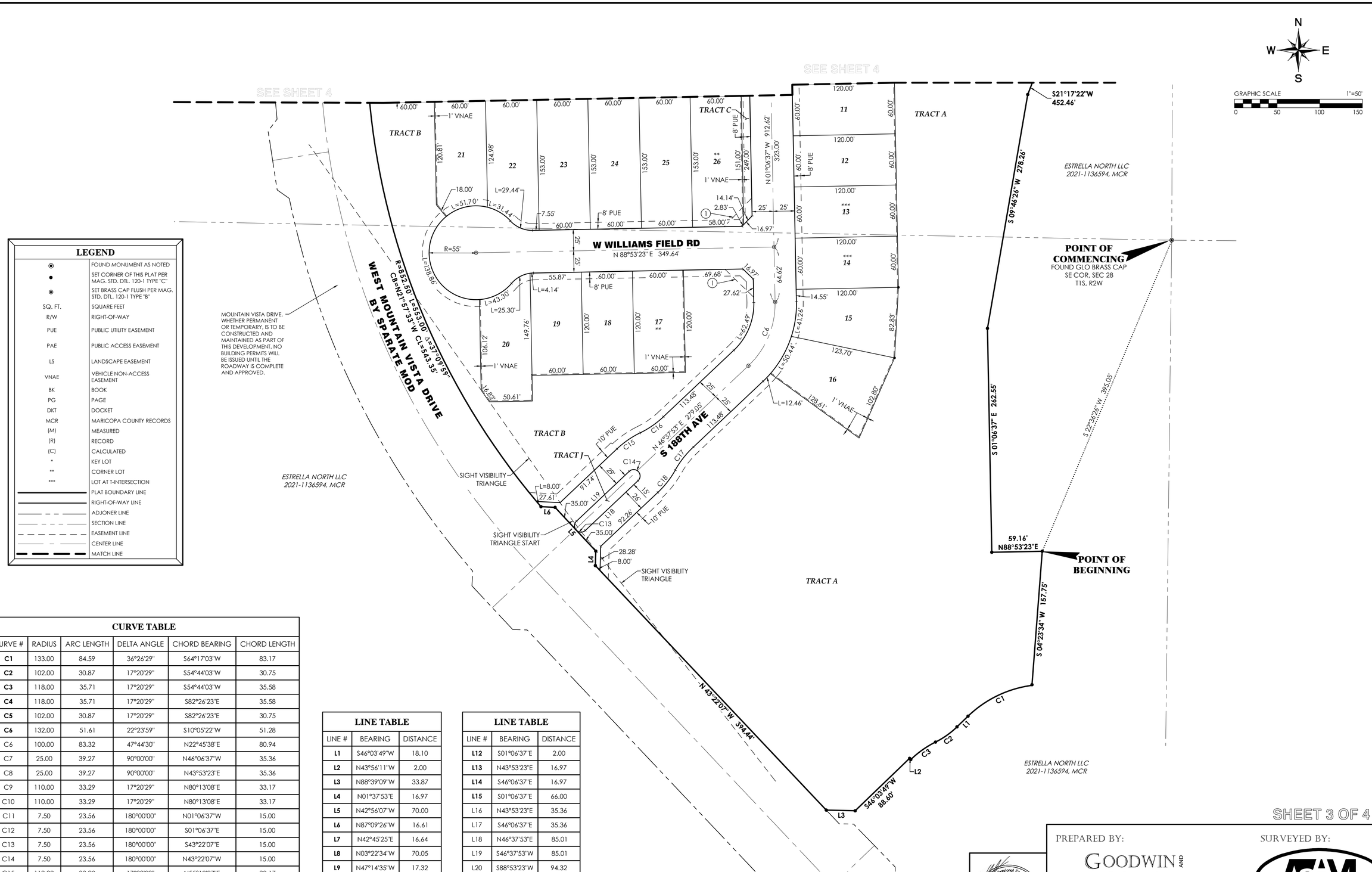
PREPARED BY:
GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

SURVEYED BY:
Arizona Surveying & Mapping
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2440 W. Mission Lane, Suite 4, Phoenix, Arizona 85021
TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com

Registered Professional Engineer (Civil) CERTIFICATE NO. 39620 WARREN C. RUSSELL CIVIL 07-12-22 ARIZONA U.S.A.

"PRELIMINARY PLAT OF MONTECITO - PARCEL 9.41"

W:\10922A - Montecito - 9.39-9.42\COGO\PPLAT\PPLAT PH 9.41\10922A-PPLAT PH 9.41SHEETS.dwg



LEGEND

◉	FOUND MONUMENT AS NOTED
•	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C"
◉	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B"
SQ. FT.	SQUARE FEET
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
PAE	PUBLIC ACCESS EASEMENT
LS	LANDSCAPE EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
BK	BOOK
PG	PAGE
DKT	DOCKET
MCR	MARICOPA COUNTY RECORDS
(M)	MEASURED
(R)	RECORD
(C)	CALCULATED
*	KEY LOT
**	CORNER LOT
***	LOT AT T-INTERSECTION
	PLAT BOUNDARY LINE
	RIGHT-OF-WAY LINE
	ADJONER LINE
	SECTION LINE
	EASEMENT LINE
	CENTER LINE
	MATCH LINE

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	133.00	84.59	36°26'29"	S64°17'03"W	83.17
C2	102.00	30.87	17°20'29"	S54°44'03"W	30.75
C3	118.00	35.71	17°20'29"	S54°44'03"W	35.58
C4	118.00	35.71	17°20'29"	S82°26'23"E	35.58
C5	102.00	30.87	17°20'29"	S82°26'23"E	30.75
C6	132.00	51.61	22°23'59"	S10°05'22"W	51.28
C6	100.00	83.32	47°44'30"	N22°45'38"E	80.94
C7	25.00	39.27	90°00'00"	N46°06'37"W	35.36
C8	25.00	39.27	90°00'00"	N43°53'23"E	35.36
C9	110.00	33.29	17°20'29"	N80°13'08"E	33.17
C10	110.00	33.29	17°20'29"	N80°13'08"E	33.17
C11	7.50	23.56	180°00'00"	N01°06'37"W	15.00
C12	7.50	23.56	180°00'00"	S01°06'37"E	15.00
C13	7.50	23.56	180°00'00"	S43°22'07"E	15.00
C14	7.50	23.56	180°00'00"	N43°22'07"W	15.00
C15	110.00	33.29	17°20'29"	N55°18'07"E	33.17
C16	110.00	33.29	17°20'29"	N55°18'07"E	33.17
C17	110.00	33.29	17°20'29"	N37°57'38"E	33.17
C18	110.00	33.29	17°20'29"	N37°57'38"E	33.17

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S46°03'49"W	18.10
L2	N43°56'11"W	2.00
L3	N88°39'09"W	33.87
L4	N01°37'53"E	16.97
L5	N42°56'07"W	70.00
L6	N87°09'26"W	16.61
L7	N42°45'25"E	16.64
L8	N03°22'34"W	70.05
L9	N47°14'35"W	17.32
L10	N03°22'34"W	22.42
L11	S47°14'35"E	35.21

LINE TABLE

LINE #	BEARING	DISTANCE
L12	S01°06'37"E	2.00
L13	N43°53'23"E	16.97
L14	S46°06'37"E	16.97
L15	S01°06'37"E	66.00
L16	N43°53'23"E	35.36
L17	S46°06'37"E	35.36
L18	N46°37'53"E	85.01
L19	S46°37'53"W	85.01
L20	S88°53'23"W	94.32
L21	N88°53'23"E	94.32

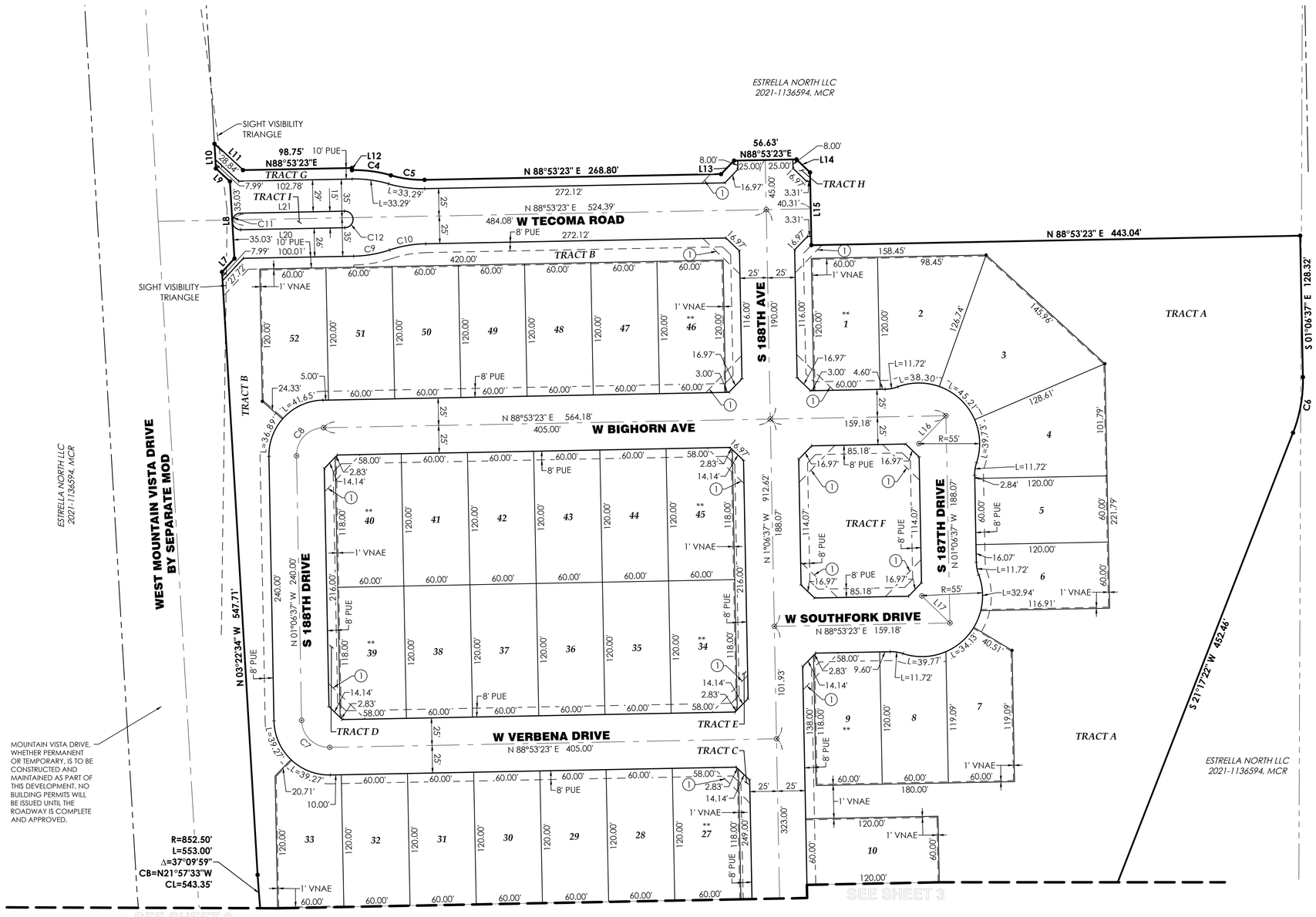
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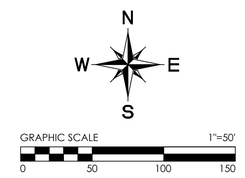
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Registered Professional Engineer (Civil) CERTIFICATE NO. 39620 WARREN C. RUSSELL DATE SIGNED 01-12-22 ARIZONA U.S.A.

"PRELIMINARY PLAT OF MONTECITO – PARCEL 9.41"

W:\10922A - Montecito - 9.39-9.42\COGO\PPLAT\PPLAT PH 9.41\10922A-PPLAT PH 9.41SHEETS.dwg





LEGEND

◉	FOUND MONUMENT AS NOTED
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◉	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B"
SQ. FT.	SQUARE FEET
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——— — ———	SECTION LINE
— — — —	EASEMENT LINE
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"PRELIMINARY PLAT OF MONTECITO – PARCEL 9.41"

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C9	110.00	33.29	17°20'29"	N80°13'08"E	33.17

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C10	110.00	33.29	17°20'29"	N80°13'08"E	33.17
C11	7.50	23.56	180°00'00"	N01°06'37"W	15.00
C12	7.50	23.56	180°00'00"	S01°06'37"E	15.00
C13	7.50	23.56	180°00'00"	S43°22'07"E	15.00
C14	7.50	23.56	180°00'00"	N43°22'07"W	15.00
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L18	N46°37'53"E	85.01
L19	S46°37'53"W	85.01
L20	S88°53'23"W	94.32
L21	N88°53'23"E	94.32

SHEET 4 OF 4

Registered Professional Engineer (Civil) CERTIFICATE NO. 39620 WARREN C. RUSSELL DATE SIGNED 07-27-22 ARIZONA U.S.A.

PREPARED BY:

GOODWIN AND MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

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PRELIMINARY PLAT
OF
"MONTECITO - PARCEL 9.42"
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27
AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA, COUNTY, ARIZONA

DEVELOPMENT STANDARDS - PARCEL 9.41	
DESCRIPTION	QUANTITY
LOT NOS.	1-121
NO. OF LOTS	121
MIN. LOT SIZE (SF)	5500
AVERAGE LOT SIZE (SF)	5877
MAX. LOT SIZE (SF)	9301
TOTAL LOT AREA (SF)	711181
TOTAL LOT AREA (AC)	16.326
MIN. LOT WIDTH (FT)	47
TYPICAL MIN. LOT DEPTH (FT)	120
ABSOLUTE MIN. LOT DEPTH (FT) AT CUL-DE-SACS, KNUCKLES, ETC	90
MIN. FRONT SETBACK (FT)	18
MIN. SIDE SETBACK (FT)	5
MIN. TOTAL SIDE SETBACKS (FT)	10
MIN. TOTAL SIDE SETBACKS, CORNER LOTS (FT)	10
MIN. REAR SET BACK (FT)	15
LOT COVERAGE	60%
MAXIMUM HEIGHT	30
PARKING REQUIRED	2 (ENCLOSED)
EXISTING ZONING	P.A.D.
LAND USE	SFD-60
UNIT TYPE	SINGLE FAMILY DETACHED
E.D.U. #	121
OPEN SPACE % OF GROSS AREA	21.4%
TOTAL TRACT AREA, "A"-"G" (AC)	5.935
TOTAL ROADWAY AREA (AC)	5.469
GROSS AREA (AC)	27.731
NET DENSITY (D.U./AC)	4.36

SEWER	CITY OF GOODYEAR
WATER	CITY OF GOODYEAR
FIRE	CITY OF GOODYEAR
ELECTRIC	APS
NATURAL GAS	SOUTHWEST GAS
TELEPHONE	CENTURY LINK
RECLAIMED WATER	NEWLAND

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 27 and the Southeast Quarter of Section 28, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found GLO brass cap for the Southeast corner of said Section 28, the South west corner of said Section 27, the Northeast corner of Section 33, Township 1 South, Range 2 West, and the Northwest corner of Section 34, Township 1 South, Range 2 West from which a found GLO brass cap for the East Quarter corner of said Section 28 bears North 00 deg. 13 min. 25 sec. East (Basis of Bearings) - 2,634.80 feet;

THENCE North 44 deg. 39 min. 41 sec. West departing said Section line, a distance of 240.23 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 21 deg. 17 min. 22 sec. East, a distance of 452.46 feet to a Point of Curvature of a circular curve to the left, having a radius of 132.00 feet, a central angle of 22 deg. 23 min. 59 sec., and being subtended by a chord which bears North 10 deg. 05 min. 22 sec. East - 51.28 feet;

THENCE in a northerly direction along said curve to the left, a distance of 51.61 feet;

THENCE North 01 deg. 06 min. 37 sec. West tangent to said curve, a distance of 128.32 feet;

THENCE South 88 deg. 53 min. 23 sec. West, a distance of 443.04 feet;

THENCE North 01 deg. 06 min. 37 sec. West, a distance of 66.00 feet;

THENCE North 88 deg. 53 min. 23 sec. East, a distance of 451.44 feet;

THENCE North 01 deg. 06 min. 37 sec. West, a distance of 336.90 feet to the most southerly Southwest corner of Estrella Parcel 9.43 as recorded in Book 1549 of Maps, Page 30 of Maricopa County Records (MCR);

THENCE North 89 deg. 35 min. 33 sec. East along the South line of said Parcel 9.43, a distance of 824.14 feet;

THENCE South 61 deg. 55 min. 15 sec. East along said South line, a distance of 422.79 feet;

THENCE South 37 deg. 43 min. 06 sec. East along said South line, a distance of 45.89 feet to the Southeast corner of said Parcel 9.43;

THENCE South 52 deg. 16 min. 54 sec. West, a distance of 6.78 feet;

THENCE South 24 deg. 36 min. 35 sec. East, a distance of 121.07 feet;

THENCE South 14 deg. 34 min. 39 sec. West, a distance of 54.10 feet;

THENCE South 24 deg. 18 min. 42 sec. West, a distance of 75.73 feet;

THENCE South 31 deg. 41 min. 56 sec. West, a distance of 47.09 feet;

THENCE South 28 deg. 04 min. 45 sec. West, a distance of 470.00 feet;

THENCE South 06 deg. 30 min. 26 sec. West, a distance of 184.37 feet;

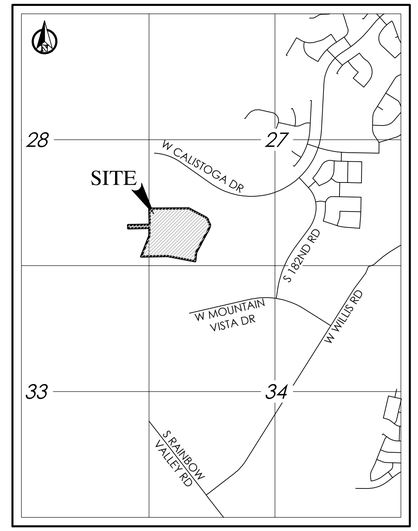
THENCE North 79 deg. 14 min. 01 sec. West, a distance of 590.30 feet;

THENCE South 88 deg. 53 min. 23 sec. West, a distance of 550.17 feet to the **POINT OF BEGINNING**, containing 1,207,941 square feet or 27.731 acres of land, more or less.

LEGEND

◉	FOUND MONUMENT AS NOTED
●	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C"
◉	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B"
SQ. FT.	SQUARE FEET
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
PAE	PUBLIC ACCESS EASEMENT
LS	LANDSCAPE EASEMENT
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	ADJOINER LINE
	SECTION LINE
	EASEMENT LINE
	CENTER LINE
	MATCH LINE





VICINITY MAP
N.T.S.

BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN.
BEARING: NORTH 00°13'25" EAST

BENCHMARKS

1. G.L.O. BRASS CAP AT THE NORTHWEST CORNER OF SECTION 14 T.1S., R.2W., ELEVATION 972.77
2. FOUND BRASS CAP FLUSH AT THE INTERSECTION OF SAN MIGUEL & ESTRELLA PARKWAY: ELEVATION IS 1026.73' NGVD 29 (OLD CITY OF GOODYEAR DATUM).
TO ACHIEVE NAVD 88 (NEW CITY OF GOODYEAR DATUM) ADD 1.64'.

OWNER/DEVELOPER

NEWLAND COMMUNITIES
5090 N. 40TH STREET , SUITE 210
PHOENIX, ARIZONA 85018
PHONE: 602-468-0800
CONTACT: PETE TEICHE

H.O.A. NOTE

THE PROJECT WILL BE INCORPORATED INTO THE EXISTING VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	DETAIL SHEET
SHEET 3-4	PRE-PLAT SHEETS

All improvements related to Parcel 9.7, 9.39/9.40, 9.41, 9.42, Mountain Vista Drive Phase 2, Calistoga Drive Phase 4, and Wash I-66 Channelization plans are to be constructed concurrently.

Registered Professional Engineer (Civil)
CERTIFICATE NO.
39620
WARREN C. RUSSELL
EXPIRES: 07-12-22
ARIZONA U.S.A.

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W:\10922A - Montecito - 9.39-9.42\COGO\PPLAT\PPLAT PH 9.42\10922A-PPLAT PH 9.42 SHEETS.dwg

LOT AREA TABLE		
LOT	AREA (SQ. FT.)	AREA (ACRES)
1	5832	0.134
2	5512	0.127
3	5640	0.129
4	5640	0.129
5	5640	0.129
6	5640	0.129
7	5640	0.129
8	5640	0.129
9	5640	0.129
10	5640	0.129
11	5640	0.129
12	5640	0.129
13	5640	0.129
14	5640	0.129
15	5764	0.132
16	6625	0.152
17	6625	0.152
18	6135	0.141
19	5640	0.129
20	5640	0.129
21	5640	0.129
22	5640	0.129
23	5640	0.129
24	5796	0.133
25	9249	0.212
26	9301	0.214
27	6930	0.159
28	5710	0.131
29	5640	0.129
30	5640	0.129
31	5640	0.129
32	5640	0.129
33	5640	0.129
34	5640	0.129
35	5640	0.129
36	5640	0.129
37	5640	0.129
38	5500	0.126
39	5586	0.128
40	5640	0.129
41	5640	0.129

LOT AREA TABLE		
LOT	AREA (SQ. FT.)	AREA (ACRES)
42	8566	0.197
43	5640	0.129
44	5640	0.129
45	5640	0.129
46	5640	0.129
47	5640	0.129
48	5640	0.129
49	5640	0.129
50	5640	0.129
51	5640	0.129
52	5949	0.137
53	7479	0.172
54	5639	0.129
55	5632	0.129
56	5640	0.129
57	5640	0.129
58	5640	0.129
59	5640	0.129
60	5640	0.129
61	5640	0.129
62	5640	0.129
63	5640	0.129
64	5640	0.129
65	6481	0.149
66	7075	0.162
67	6589	0.151
68	5640	0.129
69	5640	0.129
70	5640	0.129
71	5640	0.129
72	5640	0.129
73	8479	0.195
74	5640	0.129
75	5640	0.129
76	5640	0.129
77	5640	0.129
78	5640	0.129
79	5640	0.129
80	5640	0.129
81	5640	0.129
82	5640	0.129

LOT AREA TABLE		
LOT	AREA (SQ. FT.)	AREA (ACRES)
83	5640	0.129
84	5640	0.129
85	5638	0.129
86	5640	0.129
87	5640	0.129
88	5640	0.129
89	5640	0.129
90	5640	0.129
91	5640	0.129
92	5640	0.129
93	5640	0.129
94	5640	0.129
95	5640	0.129
96	6269	0.144
97	7099	0.163
98	6851	0.157
99	5640	0.129
100	5640	0.129
101	5640	0.129
102	5640	0.129
103	5638	0.129
104	5640	0.129
105	5640	0.129
106	5640	0.129
107	5640	0.129
108	5640	0.129
109	8712	0.200
110	5640	0.129
111	5640	0.129
112	5640	0.129
113	5640	0.129
114	5640	0.129
115	5640	0.129
116	5640	0.129
117	5640	0.129
118	5640	0.129
119	5640	0.129
120	5640	0.129
121	5640	0.129

TRACT SUMMARY TABLE					
TRACT	AREA (SQ. FT.)	AREA (ACRES)	USAGE	MAINTENANCE RESPONSIBILITY	PASSIVE/ACTIVE
TRACT A	124397	2.856	D.E., P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT B	32774	0.752	D.E., P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT C	6864	0.158	P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT D	14576	0.335	P.U.E., L.S., O.S.	H.O.A.	ACTIVE
TRACT E	6078	0.140	P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT F	18495	0.425	P.U.E., L.S., O.S.	H.O.A.	PASSIVE
TRACT G	55341	1.270	D.E., P.U.E., L.S., O.S.	H.O.A.	PASSIVE

TRACT USAGE LEGEND

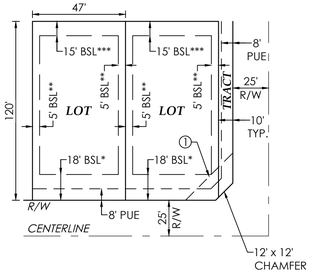
D.E. DRAINAGE EASEMENT
P.U.E. PUBLIC UTILITY EASEMENT
L.S. LANDSCAPE
O.S. OPEN SPACE

SITE DATA		
DESCRIPTION	SQUARE FEET	ACRES
GROSS AREA	1,207,941	27.731
STREET ROW	238,236	5.469
NET AREA	969,705	22.261
LOT SIZE (MIN.)	60' x 120'	
TOTAL LOTS	121	
AREA SUBDIVIDED INTO LOTS	711,181	16.326
GROSS DENSITY	4.36	
OPEN SPACE	258,524	5.935
% OF GROSS AREA IN O.S.	21.402%	
% OF PASSIVE AREA IN O.S.	94.362%	
% OF ACTIVE AREA IN O.S.	5.638%	
EXISTING ZONING	P.A.D.	

CALCULATION OF ADJUSTED GROSS AREA	
AREA OF LOCAL STREET ROW	5.47
PLUS AREA SUBDIVIDED INTO LOTS	16.33
AREA SUBTOTAL	21.80
APPLY 15% OPEN SPACE FACTOR (CONSTANT)	0.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%)	25.64

EDU DENSITY CALCULATION	
NUMBER OF DWELLING UNITS	121
DIVIDED BY ADJUSTED GROSS AREA	25.64
ADJUSTED GROSS DENSITY	4.72

EDU CALCULATION	
NUMBER OF DWELLING UNITS	121
EQUIVALENT EDU FACTOR FOR 2-4 DU/AC (1.00 PER DU)	0.82
NUMBER OF EDU'S REQUIRED FOR PROJECT (121 X 0.82 =99.22)	99.22



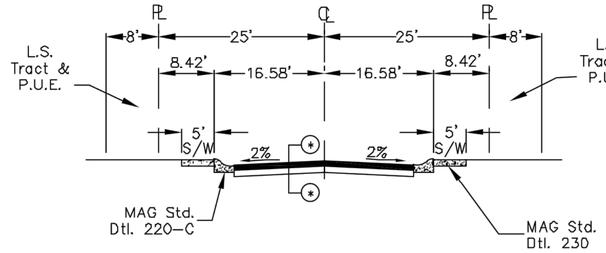
TYPICAL 47' x 120' LOT DETAIL
N.T.S.

SETBACKS AND DEVELOPMENT STANDARDS PER SFD-60 OF THE MONTECITO PAD, AS AMENDED

* MINIMUM SETBACK TO A FRONT PORCH IS 8 FEET. MINIMUM SETBACK TO SIDE ENTRY GARAGE OR LIVABLE SPACE IS 10 FEET. MINIMUM SET BACK TO AN ALLEY LOADED GARAGE IS 5 FEET. FRONT FACING DRIVEWAYS SHALL NOT BE LESS THAN 20 FEET IN LENGTH, AS MEASURED FROM THE BACK OF SIDEWALKS, OR RIGHT-OF-WAY LINE IF NO SIDEWALK IS PROVIDED, TO THE FRONT FACE OF A GARAGE.

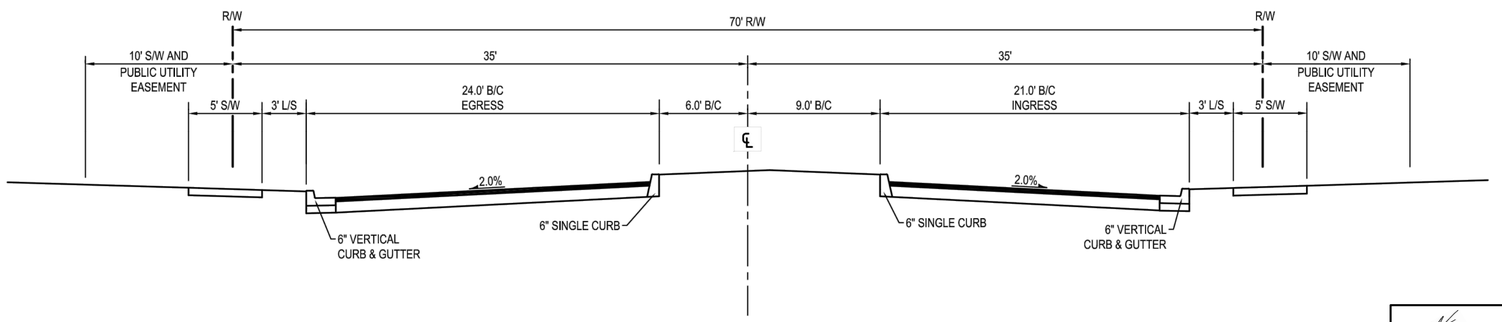
** AWNINGS BAY WINDOWS, FIREPLACES, AND OTHER ARCHITECTURAL DETAILS MAY ENCROACH 2 FEET INTO THE SIDE SETBACK.

*** MINIMUM SETBACK TO REAR PATIO COVER IS 10 FEET.



LOCAL STREET

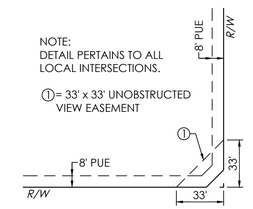
NOTES:
PAVING DIMENSIONS ARE MEASURED TO THE BACK OF CURB.



ENHANCED RESIDENTIAL STREET
(ENTRANCE WITH MEDIAN)

NOTE:
DETAIL PERTAINS TO ALL LOCAL INTERSECTIONS.

①= 33' x 33' UNOBSTRUCTED VIEW EASEMENT



TYPICAL U.V.E. DETAIL FOR LOCAL STREETS
N.T.S.

PREPARED BY:
GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

SURVEYED BY:
Arizona Surveying & Mapping
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2440 W. Mission Lane, Suite 4, Phoenix, Arizona 85021
TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com

Registered Professional Engineer (Civil) CERTIFICATE NO. 39620 WARREN C. RUSSELL EXPIRES 07-12-22 ARIZONA U.S.A.

"PRELIMINARY PLAT OF MONTECITO ~ PARCEL 9.42"

W:\10922A - Montecito - 9.39-9.42\COGO\PPLAT\PPLAT PH 9.42\10922A-PPLAT PH 9.42 SHEET5.dwg

LEGEND	
◉	FOUND MONUMENT AS NOTED
●	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C"
◉	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B"
SQ. FT.	SQUARE FEET
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
PAE	PUBLIC ACCESS EASEMENT
LS	LANDSCAPE EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
BK	BOOK
PG	PAGE
DKT	DOCKET
MCR	MARICOPA COUNTY RECORDS
(M)	MEASURED
(R)	RECORD
(C)	CALCULATED
*	KEY LOT
**	CORNER LOT
***	LOT AT T-INTERSECTION
———	PLAT BOUNDARY LINE
———	RIGHT-OF-WAY LINE
— — —	ADJOINER LINE
———	SECTION LINE
— — —	EASEMENT LINE
———	CENTER LINE
———	MATCH LINE

EXISTING ESTRELLA PARCEL 9.43

N 89°35'33" E 824.14'

N 01°06'37" W 336.90'

TRACT G

1' VNAE

699.09'

TRACT G L=175.76'

S 61°55'15" E 422.79'

W GOLDENROD ST

N 88°53'23" E 666.66'

S 187TH AVE

184.89'

TRACT F

240.00'

216.00'

W TECOMA ROAD

N 88°53'23" E 511.04'

474.04'

N 88°53'23" E 451.44'

TRACT G

474.04'

TRACT B

S 88°53'23" W 443.04'

N 01°06'37" W 346.21'

105.11'

N 01°06'37" W 128.32'

124.32'

R=132.00'
L=51.61'
Δ=22°23'59"
CB=N10°05'22"E
CL=51.28'

N21°17'22"E
452.46'

L=68.42'

TRACT C

TRACT D

TRACT E

W RAVEN ROAD

N 88°53'23" E 591.15'

S 185TH DRIVE

N 61°55'15" W 330.35'

N 61°55'15" W 254.84'

N 28°04'45" E 580.00'

S 28°04'45" W 470.00'

S37°43'06"E
45.89'

S52°16'54"W
6.78'

S24°34'35"E
121.07'

S14°34'39"W
54.10'

S24°18'49"W
75.73'

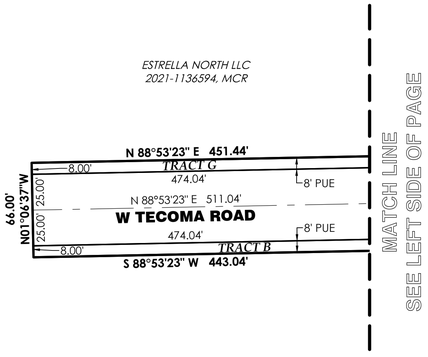
S31°41'56"W
47.09'

MATCH LINE SEE SHEET 4

MATCH LINE SEE BOTTOM LEFT OF PAGE

MATCH LINE SEE LEFT SIDE OF PAGE

ESTRELLA NORTH LLC
2021-1136594, MCR



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S01°06'37"E	45.10
L2	N46°06'37"W	35.36
L3	N73°04'45"E	35.36
L4	S16°55'15"E	35.36

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	200.00	78.19	22°23'59"	S10°05'22"W	77.69
C2	100.00	39.09	22°23'59"	N79°54'38"W	38.85
C3	200.00	101.89	29°11'22"	N76°30'56"W	100.79
C4	200.00	101.89	29°11'22"	N76°30'56"W	100.79
C5	200.00	101.89	29°11'22"	N76°30'56"W	100.79
C6	200.00	78.19	22°23'59"	S10°05'22"W	77.69

GRAPHIC SCALE 1"=50'
0 50 100 150

N W E S

"PRELIMINARY PLAT OF MONTECITO – PARCEL 9.42"

ESTRELLA NORTH LLC
2021-1136594, MCR

Registered Professional Engineer (Civil) CERTIFICATE NO. 39620 WARREN C. RUSSELL DATE SIGNED 07-12-22 ARIZONA U.S.A.

PREPARED BY:
GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

SURVEYED BY:
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LEGEND	
◉	FOUND MONUMENT AS NOTED
●	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C"
◉	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B"
SQ. FT.	SQUARE FEET
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
PAE	PUBLIC ACCESS EASEMENT
LS	LANDSCAPE EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
BK	BOOK
PG	PAGE
DKT	DOCKET
MCR	MARICOPA COUNTY RECORDS
(M)	MEASURED
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*	KEY LOT
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***	LOT AT T-INTERSECTION
	PLAT BOUNDARY LINE
	RIGHT-OF-WAY LINE
	ADJOINER LINE
	SECTION LINE
	EASEMENT LINE
	CENTER LINE
	MATCH LINE

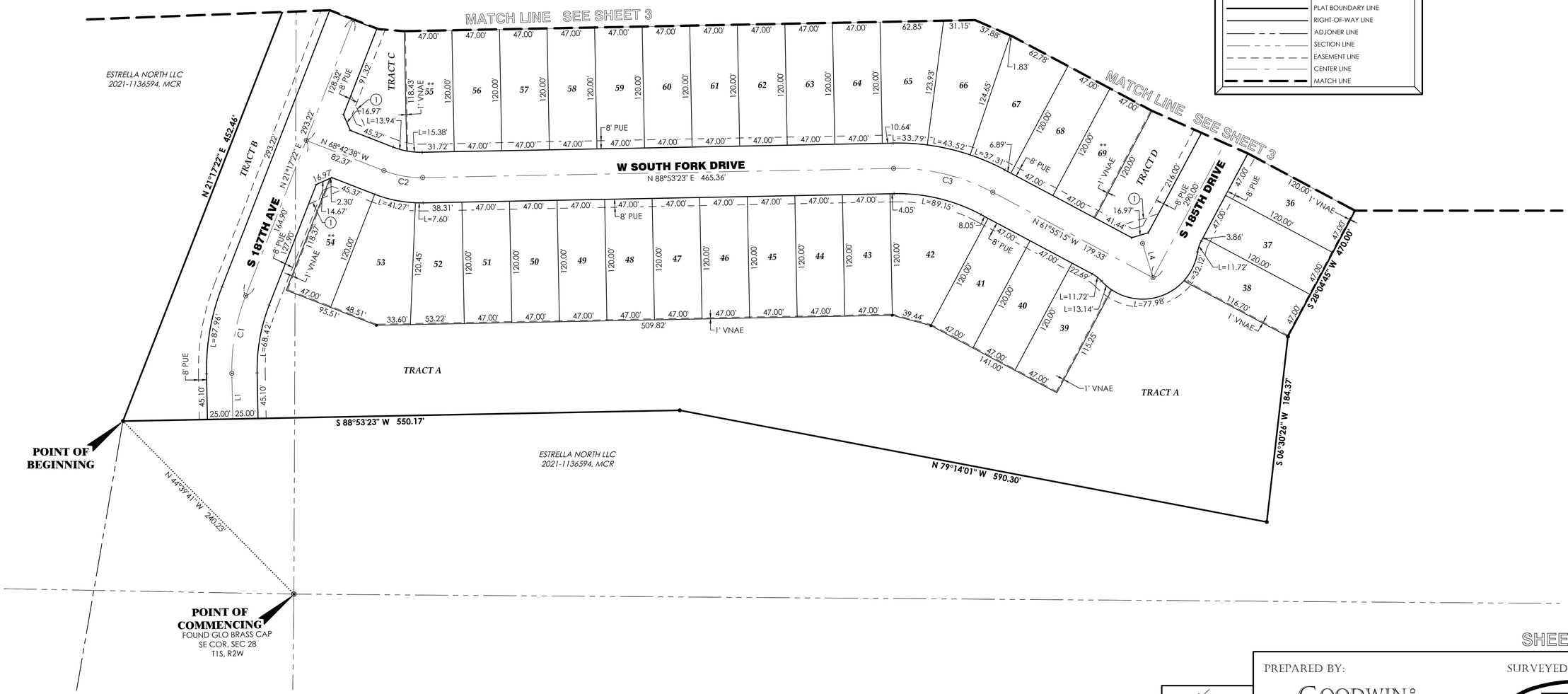
N

W E

S

GRAPHIC SCALE 1"=50'

0 50 100 150



SHEET 4 OF 4

Registered Professional Engineer (Civil) CERTIFICATE NO. 39620 WARREN C. RUSSELL STATE OF ARIZONA U.S.A. DATE SIGNED 07-12-22

PREPARED BY:

GOODWIN AND MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

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"PRELIMINARY PLAT OF MONTECITO – PARCEL 9.42"

W:\10922A - Montecito - 9.39-9.42\COGO\PPLAT\PPLAT PH 9.42\10922A-PPLAT PH 9.42 SHEETS.dwg

ITEM #: 24.
DATE: 08/29/2022
AI #:918

CITY COUNCIL ACTION REPORT

SUBJECT: CREATION OF THE 2023 CITIZEN BOND EXPLORATORY COMMITTEE TO REVIEW AND IDENTIFY PROGRAMS REQUIRING FINANCING AND TO MAKE RECOMMENDATIONS TO THE COUNCIL REGARDING THE USE OF BOND FINANCING

STAFF PRESENTER(S): Doug Sandstrom, Finance Director

SUMMARY

A bond election is the means by which the residents of the City of Goodyear provide authorization for the City to issue bonds to fund large capital projects that are part of well-defined Capital Improvement Programs and Masterplans. Bonded debt is the primary mechanism established by state statute that enables municipalities to build, maintain, and replace public assets and infrastructure. The City of Goodyear issues tax-exempt bonds as part of a comprehensive capital program to fund these projects. Although not required by state law, the establishment of a Citizens Committee is reflective of our desire to promote and develop community outreach for the use of bonds for financing of City programs in a manner that is inclusive and representative of the needs and desires of Goodyear's citizens.

Recommendation

ADOPT RESOLUTION NO. 2022-2265 ESTABLISHING A CITIZEN BOND EXPLORATORY COMMITTEE TO REVIEW AND IDENTIFY PROGRAMS REQUIRING FINANCING AND TO MAKE RECOMMENDATIONS TO THE COUNCIL REGARDING THE USE OF BOND FINANCING; PROVIDING FOR TERMINATION OF THE CITIZEN BOND EXPLORATORY COMMITTEE; ADOPTING BY-LAWS FOR THE CITIZEN BOND EXPLORATORY COMMITTEE; AUTHORIZING STAFF TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND BY-LAWS; AND ESTABLISHING AN EFFECTIVE DATE. (Doug Sandstrom, Finance Director)

FISCAL IMPACT

There is no direct budget impact associated with the adoption of this Resolution.

BACKGROUND AND PREVIOUS ACTIONS

The City of Goodyear has held Bond Authorization elections four times in the last forty years, receiving authorization for a total of $342.3 million. The last bond election was held in 2004 and we currently have $44.4 million of authorization remaining. The remaining authorization is restricted to use on Wastewater ($26.6 million) and Storm Sewers & Bridge Drainage ($17.8 million). Bond elections were held on the following dates with amount authorized shown:

Bond Election	Amount	Purpose
May 17, 1988	$15.5 million	Library, Municipal Buildings, Police
March 8, 1994	$54.0 million	Library, Municipal Buildings, Police, Fire
September 12, 2000	$138.75 million	Library, Municipal Buildings, Storm Sewers & Bridges, Police, Fire, Streets & Transportation, Water & Wastewater
September 7, 2004	$134.0 million	Library, Municipal Buildings, Storm Sewers & Bridges, Fire, Parks & Recreation, Wastewater

Citizen's bonds committees were utilized prior to calling for the bond elections in both 2000 and 2004. The formation of a Bond Committee was evaluated in 2008 with a recommendation not to proceed with committee formation at that time.

STAFF ANALYSIS

Pursuant to State law, bond authorization elections may only occur in November. To consider a potential bond authorization election in November 2023 the establishment of the 2023 Citizen Bond Exploratory Committee, a group of citizen and stakeholder volunteers operating under the authority of the proposed by-laws, will facilitate the development of a recommendation that reflects the community's values and priorities. The by-laws charge the committee with providing advice to City staff and a recommendation to the City Council on matters related to the use of bond financing. To facilitate the Committee's work, and to encourage additional public participation, the City staff, Bond Attorneys, Financial Advisors and marketing professionals will present to and work with the Committee in the formulation of their recommendation.

Under the proposed by-laws, the 2023 Citizen Bond Exploratory Committee will consist of up to 15 members and two alternates appointed by the City Council. The alternates would be entitled to participate but not vote. If a vacancy on the Committee should occur, then one of the alternates would be appointed as a voting member. To ensure that the recommendation to Council reflects the community's values, the proposed by-laws limit the number of non-Goodyear residents to no more than three (3). The members that are not Goodyear residents must meet certain criteria, which are intended to ensure that the members have a long-term commitment to the community (i.e. a non-resident who owns and operates a business in Goodyear).

The Citizens GO Bond Committee will cease to exist on May 31, 2023 in advance of any Council action to call for an election. Once an election is called by the City, the City may not advocate for or against the ballot item.

Attachments

Resolution 2022-2265
2023 Citizen Bond Exploratory Committee By-Laws

RESOLUTION NO. 2022-2265

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ESTABLISHING A CITIZEN BOND EXPLORATORY COMMITTEE TO REVIEW AND IDENTIFY PROGRAMS REQUIRING FINANCING AND TO MAKE RECOMMENDATIONS TO THE COUNCIL REGARDING THE USE OF BOND FINANCING; PROVIDING FOR TERMINATION OF THE CITIZEN BOND EXPLORATORY COMMITTEE; ADOPTING BY-LAWS FOR THE CITIZEN BOND EXPLORATORY COMMITTEE; AUTHORIZING STAFF TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND BY-LAWS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the use of general obligation bonds for financing of City capital programs has been used successfully to meet many needs and desires of Goodyear's citizens; and

WHEREAS, the Mayor and City Council desire to promote and develop community outreach for the use of bonds for financing of City programs in a manner that is inclusive and representative of the needs and desires of Goodyear's citizens; and

WHEREAS, a Citizen Bond Exploratory Committee is deemed necessary by the Mayor and City Council to make recommendations to the Council on the use of bond financing; and

WHEREAS, the establishment of an ad-hoc committee comprised primarily of Goodyear residents will facilitate the development of a recommendation that reflects the values and priorities of the residents of Goodyear.

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

SECTION 1. GOODYEAR CITIZEN BOND EXPLORATORY COMMITTEE

An ad-hoc committee to be known as the 2023 Citizen Bond Exploratory Committee is hereby established to advise City staff and to make recommendations to the Council on the use of bond financing.

SECTION 2. TERMINATION OF COMMITTEE

The 2023 Citizen Bond Exploratory Committee shall cease to exist on May 31, 2023.

SECTION 3. BY-LAWS

The Mayor and City Council of the City of Goodyear hereby approve and adopt that certain document titled "City of Goodyear 2023 Citizen Bond Exploratory Committee By-Laws," a copy of which is attached hereto (the “2023 Citizen Bond Exploratory Committee By-Laws”), which shall govern the operations of the 2023 Citizen Bond Exploratory Committee.

SECTION 4. CITY MANAGER ACTION

The City Manager and/or appropriate City staff are hereby authorized to take all actions on behalf of the City as may be necessary to carry out the intent of this Resolution and the City of Goodyear 2023 Citizen Bond Exploratory Committee By- Laws.

SECTION 5. EFFECTIVE DATE

This Resolution shall become effective as prescribed by law.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

CITY OF GOODYEAR
2023 CITIZEN BOND EXPLORATORY COMMITTEE
BY-LAWS

Article I – Name

The 2023 Citizen Bond Exploratory Committee, herein after referred to as the "Committee", is an ad-hoc committee of the Goodyear City Council established by Resolution No. 2022-2265.

Article II – Term of the Committee

The Committee is an ad-hoc committee and shall be in existence to advise City staff and to make recommendations to the Council on the use of bond financing no later than May 8, 2023. The Committee shall automatically cease to exist on May 31, 2023.

Article III – Powers and Duties

The Committee is an advisory body to City staff, and the City Council on matters relating to the use of bond financing:

A. Seek out and promote opportunities for public involvement in the bond exploratory process;

B. Review the current Capital Improvement Program, preliminary information from planning processes including the Transportation Masterplan, Parks & Recreation Masterplan and Facilities Masterplan and recommend projects necessary to reflect the changes to and growth of the City.

C. Review remaining bond authorization, prior uses of bonds, statutory debt capacity, total outstanding debt, debt service schedules, and requisite property tax rates.

D. Develop, review, and recommend potential bonding guidelines including goals, objectives, priorities, property tax impacts and constraints.

E. Identify potential community needs and prioritize as a short-term (2-5 years) or long-term need (5-10 years).

F. Recommend a Financing Plan to be presented to Council which includes recommendations on projects, priorities, property tax impact and ballot questions.

G. Participate in presentations to the City Council.

H. Any other actions consistent with the provisions of these By-Laws.

Article IV – Membership

Section 1: Number of Members. No more than 11 members shall be appointed to the Committee. All appointed members shall be voting members. Up to two (2) alternates may be appointed to the Committee. Alternates may participate in all discussion of the Committee but shall not be voting members unless they are appointed to fill a vacancy.

Section 2: Terms of Office. The terms of the Committee members shall be the duration of the Committee's existence.

Section 3: Selection. All members of the Committee shall be appointed by the City Council. Public notice of all Committee openings will be given following the City of Goodyear Boards, Commissions and Committees Reference Handbook. Candidates shall submit a completed application to the City in order to be considered for appointment. Qualified candidates may be interviewed by the Council Subcommittee for Boards, Commissions and Committee Appointments.

Section 4: Composition. The Committee shall consist of members who meet the qualifications set forth in Article IV, Section 5 below and the composition of the Committee shall meet the following requirements:

A. To the extent possible, reflect the geographic distribution and demographic characteristics of the population of Goodyear; and

B. Up to three (3) members appointed to the Committee may be non-residents of Goodyear that meet one of the requirements for non-residents set forth in Article IV, Section 5(B)

Section 5. Qualifications. Members shall meet the following minimum qualifications upon appointment to the Committee. Committee members shall:

A. be eighteen years of age or older; and

B. be a Goodyear resident for at least one year, except for up to three of the Committee members may be non-residents who meet one of the following criteria:

a. own and operate, or represent a corporate entity that owns and operates, a business located within Goodyear; or

b. own property within Goodyear; or

C. be registered to vote in Arizona unless the member is under 18 years of age as permitted by Section 5(A) above; and

D. not be an employee of the City, member of the City Council, or an immediate family member of such persons; and

E. not be voting members on more than two boards, commissions or committees of the City.

Section 6: Officers. The Committee shall include the following officers:

A. Chair. The Mayor shall appoint a Chair at the time the members of the Committee are appointed. The Chair shall be a Goodyear resident. The term of the Chair shall be the term of the Committee unless the Chair resigns, becomes incapacitated, is removed, no longer meets the qualifications for members, and/or is unable to perform the duties of the office. In the event the Chair resigns, becomes incapacitated, is removed from the Committee, no longer meets the qualifications for membership on the Committee and/or is unable to perform the duties of the office, the Mayor shall appoint another member of the Committee as Chair. The duties of the Chair shall include:

a. establishing a regular meeting schedule; and

b. determining the agenda for meetings after consultation with City staff designated by the Council to assist the Committee with its work; and

c. presiding over Committee meetings, including deciding upon all points of order and/or procedure; and

d. reviewing with department staff the agenda items for future Committee meetings; and

e. considering other such matters and concerns of the Committee as set forth in these By-Laws or as otherwise directed by the City Council.

B. Vice-Chair. The Mayor shall appoint a Vice-Chair at the time the members of the Committee are appointed. The Vice-Chair shall be a Goodyear resident. The term of the Vice Chair shall be the term of the Committee. In the event the Vice-Chair resigns, becomes incapacitated, is removed from the Committee, no longer meets the qualifications for membership on the Committee and/or is unable to perform the duties of the office, the Mayor shall appoint another member of the Committee as Vice-Chair. In addition to such other duties, if any, as may evolve upon the Vice-Chair by virtue of the office, or as assigned by the Chair, the Vice-Chair shall preside over meeting of the Committee and shall perform the duties of the Chair in the absence of the Chair.

C. Temporary Chair. In the absence of the Chair and Vice-Chair, the Committee shall appoint a member of the Committee to serve as Chair for the meeting by majority vote.

D. Secretary. The City of Goodyear Director of Finance or his/her designee (the "Finance Director") shall appoint a staff member of the Finance Department to serve as Secretary and staff to the Committee. The duties of the Secretary shall include:

a. preparing agendas for each meeting of the Committee that includes the various matters of business to be considered; and

b. ensuring that copies of agendas are duly posted in accordance with Arizona's open meeting laws, as they may be amended from time to time; and

c. taking all minutes of all meetings of the Committee, which minutes shall be in summary form; and

d. except for documents maintained by the City Clerk, maintaining all records and documentation of the Committee; and

e. advising on matters of parliamentary procedures when such issues arise during meetings of the Committee.

E. Legal Representation. The City Attorney, or designee, shall provide legal representation and advice to the Committee as necessary.

Section 7: Staff. The Finance Director, or designee, may designate additional City staff and/or outside consultants to assist the Committee in its work.

Section 8: Vacancies. A vacancy on the Committee shall be deemed to have occurred upon the following events: member's incapacitation or resignation; removal of a member by City Council; and/or member's circumstances change so he/she no longer meets the qualifications for membership (for example, a member who met the residency requirements at the time of appointment, moves outside the City; a non-resident member who was appointed because he or she owned property within the City, but sells the property etc.). In the event of a vacancy, the Mayor shall, if available, appoint an alternate Committee member previously approved by the City Council as a member of the Committee provided that the composition of the Committee with the appointed alternate meets the requirements set forth in Article IV, Section 4. If no alternate members approved by Council are available to fill the vacancy, and the Mayor concludes that the vacancy needs to be filled, the vacancy shall be filled by the Mayor. The Mayor shall appoint members from the pool of candidates who submitted completed applications to the City to be considered for an appointment to the Committee when it was

formed but who were not appointed to the Committee. The Mayor, in his/her discretion, shall determine whether to solicit additional candidates to fill a vacancy on the Committee. Qualified candidates may be interviewed by the Mayor.

Section 9: Attendance Policy. Two successive unexcused or unexplained absences or four total absences (excused or otherwise) by a member of the Committee from any regular or special meeting shall be grounds for removal of a member by the City Council without the necessity of a hearing or notice. The Chair shall notify City Council in writing of such a situation and action, if pursued, shall be taken at a City Council meeting. Such action shall be final.

Section 10: Quorum. A majority of the voting members of the Committee shall constitute a quorum for transacting business at a meeting. In the absence of a quorum, the Committee is prohibited from discussing or taking any action on any items from the agenda and the meeting shall be rescheduled. In the event a quorum is lost after a meeting begins, no further discussions or actions shall be taken on any items from the agenda once the quorum is lost and the meeting shall be continued or rescheduled. A majority vote is required for the adoption or passage of any action or recommendation.

Section 11: Meetings.

A. The Committee shall hold at least one regular meeting each month, unless it is determined by the Chair that there is no business to transact. Notices of meetings shall be duly posted in accordance with State Law and City Ordinances. In the event a regular meeting is cancelled, notice of such cancelation shall be duly posted in accordance with State Law and City Ordinances.

B. Meetings of the Committee shall be open to the public and the minutes of the meetings and other official actions shall be filed in the office of the City Clerk as a public record. For any matter under consideration, any person may submit written comments and, if attending in person, may speak to the issue upon being recognized by the Chair and stating his or her name and address and the names of any persons on whose behalf he or she is appearing. The Chair may institute time limits for speakers in the interest of meeting management.

C. Meetings shall, to the extent not in conflict with these By-Laws, be conducted according to the latest edition of Roberts Rules of Order, except that the Chair shall be permitted to vote on any motion.

D. If the Chair desires to make or second a motion, the Chair must first temporarily relinquish the presiding chair, until the vote on the

motion has been taken or until disposition on the motion has been otherwise completed.

Section 12: Order of Business:

A. The Chair shall call the meeting to order and minutes shall record the members present or absent. The Chair may call each matter of business in the order of the approved agenda.

B. The Chair shall conduct all meetings generally in accordance with Robert's Rules of Order and may invoke such rules when making formal recommendations.

C. All meetings of the Committee may be recorded by an electronic device. Any person desiring to have a meeting recorded by an electronic device or by a stenographic reporter, at his or her own expense, may do so, provided that he or she consults the Secretary to arrange facilities for such recording prior to the commencement of the meeting, and such recording will not otherwise disrupt the proceedings.

Section 13: Voting and Recommendations.

A. Any formal recommendations to be forwarded to the City Council for review or approval shall require a majority vote of a quorum of the Committee. Each member attending shall be entitled to one vote.

B. Voting shall be done by voice vote. If the results of a voice vote are not readily discernable by the Secretary, a roll call vote shall be taken. Any member of the Committee may call for a roll call vote in lieu of a voice vote.

C. A member shall disqualify himself or herself and abstain from voting whenever he or she has, or may have, a conflict of interest in a case under consideration, as described and provided by the Arizona Revised Statutes (ARS §38-501, et, seq.) and the Goodyear City Code.

D. Proxy voting shall not be permitted. Telephonic or other virtual participation may be permitted at the discretion of the Chair provided there is technology available to allow the public participation by telephone or other virtual means (i.e. a speaker phone is available).

Article V – Sub-Committees

The Committee shall be not be authorized to establish sub-committees.

Article VI – Official Records

The official records of the Committee shall include these By-Laws; agendas of the Committee; and minutes of meetings of the Committee. The official records of the Committee shall be deposited with the City Clerk and shall be available for public inspection during regular office hours.

Article VII – Amendments

These By-Laws may be amended by a majority vote of the City Council. The Committee may request an amendment to the By-Laws by a three-fourths majority vote of the members present at any meeting of the Committee at which a quorum is present provided such amendment(s) is proposed at a preceding meeting, or is submitted in writing at a prior regular meeting of the Committee and is recorded in the minutes of such meeting. Such amendment(s) shall be subject to ratification by a majority vote of the City Council, and if so approved, shall become effective at the next regular meeting of the Committee after ratification.

ARTICLE VIII -- Miscellaneous

Section 1: Open Meetings. The Committee shall comply with the requirements of Arizona's Open Meeting Laws, A.R.S. §§ 38-431 *et. seq*. Except for Executive Sessions authorized A.R.S. § 38-431.03, all meetings of the Committee shall be open to the public.

Section 2: Public Records. The Committee shall comply with the requirements of Arizona's Public Records Laws, A.R.S. §§ 39-101 *et. seq*.

Section 3: Conflict of Interest. Any member of the Committee who has a substantial interest, as defined in A.R.S. § 38-502 in the outcome of any matter brought before them shall publically disclose that interest before the matter is discussed and shall refrain from voting or in any way participating in that matter. The meeting minutes shall reflect the member's disclosure of the substantial interest and the nature of the substantial interest.

Section 4: City Ethic's Policy. All members of the Committee shall read, sign, and adhere to the City Ethics Policy.

Section 5: Resignation and Removal. Members of the Committee may resign at any time by delivering written notice of such resignation to the Chair. Committee members, including alternates, may be removed with or without cause by a majority vote of the City Council.

Section 6: Agenda Items. Staff may, at the direction of Council, place items on a Committee agenda for discussion and determination.

ITEM #: 25.
DATE: 08/29/2022
AI #:1053

CITY COUNCIL ACTION REPORT

SUBJECT: FIRE STATION 188 EXPENDITURE AUTHORITY AND BUDGET AMENDMENT

STAFF PRESENTER(S): Ed Pahl, Deputy Fire Chief; Mario Saldamando, Senior Project Manager

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OTHER PRESENTER(S):

Jason Santor, Director of Pre-Construction, Core Construction

SUMMARY

The action before the Council is to approve the expenditure authority for construction and other associated costs for Fire Station 188, located on the north-east corner of Citrus Road and Harrison Street, and approve budget amendments related to the increased cost of the project.

Recommendation

Approve expenditure authority for the total budget authorization of $19,429,600 for all the fees and costs for design, construction, related offsite improvements, equipment, furniture and fixtures for Fire Station 188, and authorize the necessary budget amendments in the amount of $2,816,000. (Ed Pahl, Deputy Fire Chief; Mario Saldamando, Senior Project Manager)

FISCAL IMPACT

The proposed project budget of $19,429,600 covers all fees and costs for the design, construction, and completion of Fire Station 188 and related offsite improvements, and equipment.

Project Budget Summary

Total FY23 Project Budget	$16,613,600
Additional (Market Conditions/Escalation)	$2,816,000
Total Project Budget	$19,429,600

Expenditure Authorization Summary

Prior Expenditure Authorization	$1,480,000
Current Expenditure Authorization Request	$17,949,600
Total Expenditure Authorization Request	$19,429,600

BACKGROUND AND PREVIOUS ACTIONS

The city's new fire stations are the result of an assessment of community needs through the Operational Research Health (ORH) station study, identification of optimum station locations by staff with council guidance, budget approval by council, and collaboration with stakeholders to develop the most effective fire stations for the money.

On July 19, 2021, Council approved the expenditure in the amount of $1,480,000 for a contract to the Design-Build team of Core construction and Perlman Architects of Arizona for the design and pre-construction of Fire Station 188. Core was the general contractor of record for Goodyear Fire Stations 181 and 186.

STAFF ANALYSIS

Project Impacts

The planned location for Fire Station 188 is within a section of an existing city-owned 8.62-acre parcel in West Goodyear. The parcel is located on the north-east corner of Citrus Road and Harrison Street. The approximate area needed for the fire station is 2.5 acres. The unique site conditions of this location have been a major factor in the project costs, both on-site and off-site. Relocation of a Roosevelt Irrigation District (RID) well was originally estimated at $1.5 million, however the cost of this unique site issue has escalated to $2.7 million. Design evolution and proposals received have further confirmed the required site improvements and additional budget needed to complete the RID work.

The project is also impacted by numerous events and realities including the global COVID-19 pandemic, world events, and the ongoing labor shortage. These disrupting factors have stressed a fragile "just in time" network of goods and is reflective of the current state of the market. One strategy staff has implemented to help meet schedule and mitigate cost increases is the early procurement of materials with long lead delivery times. This project has executed contracts for early procurement of electrical equipment and for RID well items associated with the relocation. This will help manage the project's schedule, while locking in prices.

Costs for the project are also being impacted by market escalations. Steel prices have more than doubled for material and installation of final goods since project inception. With a nationwide shortage of truck drivers shipping prices have also doubled from February 2022 to June 2022. The construction market continues to experience concrete supply shortages and delivery rationing; glazing costs have increased 40% since June 2022; pricing for doors and hardware equipment have increased 150% since 2020; the demand for copper is at an all-time high; and information technology supply stresses, compounded with sanctions on Russia have driven costs to record highs. The industry is also facing a shortage of skilled workers. Compound all these factors along with inflation and the result is an increase in the cost of construction in today's market.

CORE, the Design Builder, has submitted their Guaranteed Maximum Price (GMP) for all of the remaining work. By accepting CORE's GMP, and issuing a contract amendment, we will be transferring all potential cost escalation risks onto them as the Design Builder. With this approach, there will be no more cost increases for this project – any cost increases will be borne by the Design Builder.

Design & Construction

The station design is being developed through a participatory process involving fire department command staff, sworn personnel, subject matter experts from city departments,

and our contracted Design Build team. The station design is using the recently completed Fire Station 181 features and floorplan as a guide, it has been designed as economically as possible with the intent of providing a safe environment for our firefighters to operate from. The project design phase will be completed in November 2022 followed by the construction phase. The construction phase includes all necessary permitting, construction of the facility, on-site development, and all required off-site work, quality assurance oversight and testing, furniture, fixtures and equipment, and project close out.

The site plan and design documents for Fire Station 188 have been submitted for permit review. Construction is scheduled to begin in December 2022 with a groundbreaking to be held on February 3, 2023. The project is planned for completion (beneficial occupancy by Fire Department staff) in October 2023, which is 4-months longer than originally anticipated.

Attachments

Presentation



Fire Station 188

Expenditure Authority and Budget Transfers

Fire Station 188

BACKGROUND

Jul 2021	**Council approved Design-Build agreement**
Jul 2021 – Present	**Design & Pre-Construction** Site plan Design Development (Building, Site, Roosevelt Irrigation District, Art)
Jun 2022	**Early Procurement (long lead items)**
Aug 2022	**Revised budget based on market conditions & final design**

Project Costs

IMPACTS

Current Total Project Budget:	$16,613,600
Proposed Change	$2,816,000
Total Expenditure Authorization:	$19,429,600

Budget & Schedule Impacts

MARKET CONDITIONS AND OFFSITE IMPROVEMENTS

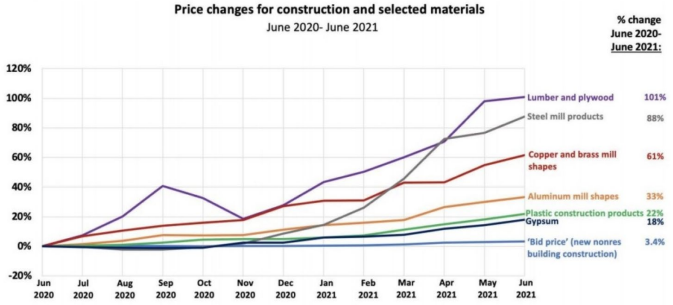
Relocation of existing RID well



Market Considerations



("Why Is Phoenix Inflation Skyrocketing?" Arizonas Economy,https://www.azeconomy.org/2022/06/economy/why-is-phoenix-inflation-skyrocketing/.)



NAIOP
COMMERCIAL REAL ESTATE DEVELOPMENT ASSOCIATION
MARYLAND CHAPTER

Fire Station 188

PROJECT TIMELINE

Construction Begins
(RID, Dry up period)

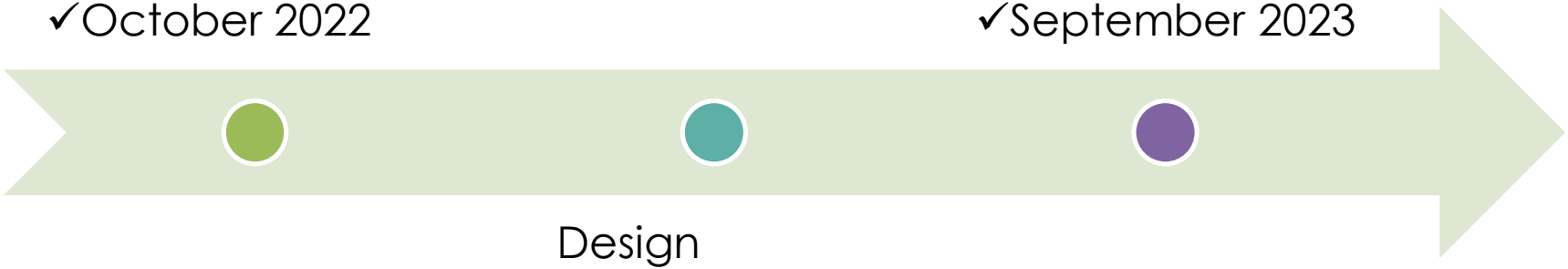
✓October 2022

Design
Complete

✓January 2023

Substantially
Complete (TCO)

✓September 2023



Fire Station188

STAFF RECOMMENDATION

Request total budget authorization in amount of $19,429,600 and necessary budget transfer in the amount of $2,816,000





Questions

