



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, March 20, 2023

5:00 PM

Mayor
Joe Pizzillo

Vice Mayor
Laura Kaino

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Brannon Hampton

Councilmember
Vicki Gillis

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.

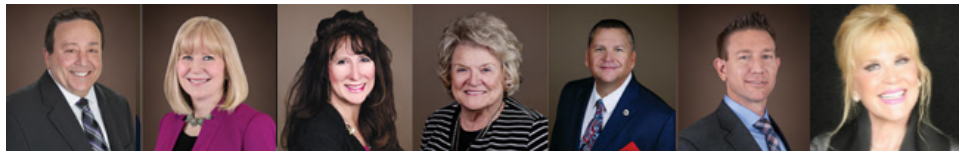
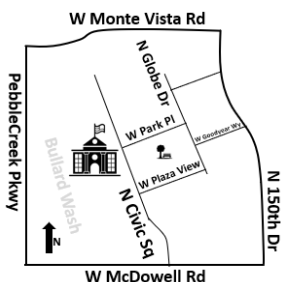
AGENDA ITEMS

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, Goodyear, AZ 85395 (623) 882-7830

www.goodyearaz.gov/cityclerk

City Council Meeting Live Broadcast: <https://www.facebook.com/goodyearazgov/videos>

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER STIPP****CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR****CONSENT****1. APPROVAL OF MINUTES
RECOMMENDATION**

Approve the draft minutes from a Regular Meeting held on March 6, 2023. (Darcie McCracken, City Clerk)

**2. APPROVAL OF A NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR
CHIPOTLE MEXICAN GRILL #4248
RECOMMENDATION**

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 227541, a request by Jerry Lewkowitz, agent for Chipotle Mexican Grill #4248, for a new Series 12 liquor license. Chipotle Mexican Grill #4248 is located at 655 S. Cotton Ln., Goodyear, AZ 85338 (generally located N of Yuma Rd. and E of Cotton Ln.) (Darcie McCracken, City Clerk)

**3. AUTHORIZE GOODYEAR'S PARTICIPATION IN THE NEW 2022 OPIOID
SETTLEMENT WITH TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART
RECOMMENDATION**

ADOPT RESOLUTION NO. 2023-2297 AUTHORIZING GOODYEAR'S PARTICIPATION IN THE NEW 2022 OPIOID SETTLEMENT WITH TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART; PROVIDING AUTHORIZATION AND DIRECTION FOR THE CITY ATTORNEY AND/OR CITY MANAGER, OR HER DESIGNEE TO TAKE ANY AND ALL ACTIONS NECESSARY IN FURTHERANCE OF OPIOID SETTLEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Jay Karlovich, Assistant City Attorney)

**4. DECLARATION OF RIGHT-OF-WAY AND CONVEYANCE OF REMNANT
PROPERTY ADJACENT TO PROPERTY AT THE SOUTHWEST CORNER OF W.
ELWOOD STREET AND S. COTTON LANE**

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2298 AUTHORIZING THE ESTABLISHMENT OF PUBLIC RIGHT-OF-WAY FOR THE DEVELOPMENT OF A PORTION OF S. COTTON LANE; REQUIRING RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

2. ADOPT RESOLUTION NO. 2023-2299 APPROVING AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED CONVEYING A REMNANT PARCEL TO COTTON LAND COMMERCE PARK, LLC; AND PROVIDING FOR AN EFFECTIVE DATE. (Sarah Chilton, Deputy City Attorney)

5. FINAL PLAT FOR COTTON LANE COMMERCE CENTER RECOMMENDATION

Approve the Final Plat for Cotton Lane Commerce Center. (Stephen Scinto, Deputy Director of Development Engineering)

6. PRELIMINARY PLAT FOR LA PRIVADA PARCELS 1, 2, 4, 5 and 6 RECOMMENDATION

Approve the Preliminary Plat for La Privada Parcels 1, 2, 4, 5 and 6, subdividing approximately 153.5 acres into 601 lots, 55 tracts and 1 parcel (the "Property"), subject to stipulations and grant the City Engineer or his designee the ability to modify stipulations to provide that the modifications are consistent with the intent of the stipulations being modified and are not inconsistent with the terms of any other document adopted by the Goodyear City Council related to the development of the La Privada Property. (Christian M. Williams, Principal Planner)

7. APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY RECOMMENDATION

Approve budget amendments & related expenditure authority. (Doug Sandstrom, Finance Director)

8. APPROVE EXPENDITURE OF FUNDS UP TO \$650,000.00 FOR GOODYEAR MUNICIPAL COMPLEX SUITES C TENANT IMPROVEMENTS – CONSTRUCTION SERVICES RECOMMENDATION

Approve expenditure of funds up to \$650,000.00 for construction and Furniture, Fixtures & Equipment (FF&E) services for the Goodyear Municipal Complex Tenant Improvement Capital Improvement Program project #60105. (Tony Mena, Deputy Public Works Director)

9. AUTHORIZE BUDGET AMENDMENTS AND EXPENDITURES FOR CIP PROJECT #60109 RECOMMENDATION

Approve budget amendments of \$4,000,000 and authorize expenditure of funds up to \$5,000,000 to increase the rated capacity of the Goodyear Water Reclamation Facility (WRF) from 6.0 to 7.5 million gallons per day (mgd), for CIP Project # 60109. (Barbara Chappell, Water Services Director; Lisa Melton, Senior Project Manager)

10. **IN-KIND DONATIONS FOR PUBLIC SAFETY SERVICES FOR THE SKY KIDS EVENT ON MARCH 25, 2023**

RECOMMENDATION

Approve request to provide in-kind Fire and Police public safety services during the Tenth Annual Sky Kids Day event located at the Goodyear Municipal Airport on March 25, 2023. (Paul Luizzi, Fire Chief)

11. **APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOODYEAR FIRE DEPARTMENT AND LUKE AIR FORCE BASE FOR MUTUAL AID EMERGENCY SERVICES**

RECOMMENDATION

Approve and authorize the City Manager or designee to enter into a new Intergovernmental Agreement ("IGA") between the City of Goodyear and Luke Air Force Base to provide and receive mutual aid services for fires, medical emergencies, and other types of emergency incidents. (Paul Luizzi, Fire Chief)

12. **APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOODYEAR FIRE DEPARTMENT AND MARICOPA COUNTY REGIONAL EMERGENCY OPERATIONS MANAGEMENT AND DISASTERS SERVICES**

RECOMMENDATION

Approve and authorize the City Manager or designee to enter a new IGA between the City of Goodyear and Maricopa County Department of Emergency Management which provides emergency planning and other services. (Paul Luizzi, Fire Chief)

13. **FY2024 – FY2025 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND UNITED GOODYEAR FIREFIGHTERS LOCAL 4005**

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2301 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE UNITED GOODYEAR FIREFIGHTERS LOCAL 4005 COMMENCING ON JULY 1, 2023 THROUGH JUNE 30, 2025. (Vicki Lackey, Deputy Human Resources Director and Andy Granger, Deputy City Manager)

14. **FY2024 – FY2025 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND GOODYEAR POLICE OFFICERS ASSOCIATION**

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2300 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE GOODYEAR POLICE OFFICERS ASSOCIATION COMMENCING ON JULY 1, 2023 THROUGH JUNE 30, 2025. (Vicki Lackey, Deputy Human Resources Director and Andy Granger, Deputy City Manager)

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

15. **SPECIAL USE PERMIT FOR A STORAGE FACILITY (LUXE LOCKER LUXURY CONDOMINIUM STORAGE FACILITY)**

RECOMMENDATION

Approve a Special Use Permit for a storage facility to be developed on Lot 15 of the final plat of Airport Commercenter Subdivision No. 3 Amended recorded on August 20, 1985 in the official records of Maricopa County at Book 287 of Maps Page 1 (Instrument 1985 392366) (the "Property"). (Guadalupe Ortiz Cortez, Planner)

16. **ANNEXATION OF TWO PROPERTIES NEAR THE SOUTHEAST CORNER OF SARIVAL AVENUE AND THE BROADWAY ROAD ALIGNMENTS**

RECOMMENDATION

1. ADOPT ORDINANCE NO. 2023-2290 EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 1.81 ACRES OF PROPERTY ALONG THE BROADWAY ROAD ALIGNMENT BETWEEN THE SARIVAL AVENUE ALIGNMENT AND THE 159TH AVENUE ALIGNMENT, GENERALLY LOCATED SOUTHEAST OF SARIVAL AVENUE AND MARICOPA COUNTY 85, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, AND PROVIDING A CITY ZONING DESIGNATION OF AU AGRICULTURAL URBAN; PROVIDING DIRECTIONS AND AN EFFECTIVE DATE.

2. ADOPT ORDINANCE NO. 2023-2291 EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 0.42 ACRES OF PROPERTY ALONG THE SARIVAL AVENUE ALIGNMENT BETWEEN MARICOPA COUNTY HIGHWAY 85 AND THE FUTURE ARIZONA STATE ROUTE 30 (TRES RIOS FREEWAY) GENERALLY LOCATED SOUTHEAST OF SARIVAL AVENUE AND MARICOPA COUNTY 85,

WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, AND PROVIDING A CITY ZONING DESIGNATION OF AU AGRICULTURAL URBAN; PROVIDING DIRECTIONS AND AN EFFECTIVE DATE. (Christian M. Williams, Principal Planner)

17. **FY2023-2024 ACTION PLAN FOR HOUSING & URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

RECOMMENDATION

Collect public comment on the draft FY2023-2024 Action Plan for the HUD CDBG program. (Christina Panaitescu, Grants & Neighborhood Services Supervisor)

BUSINESS

18. **DEVELOPMENT IMPACT FEE UPDATE**

RECOMMENDATION

Receive an update of the City's development impact fees. (Jared Askelson, Deputy Finance Director)

19. **CIP PROJECT #42053 - COTTON LANE AND YUMA ROAD LANE ADDITION**

RECOMMENDATION

Approve advancing project #42053 - Cotton Lane & Yuma Road Lane Addition from FY2024 to FY2023, modifying scope and authorizing necessary budget amendments and all expenditures to the full budgeted amount, up to \$3,035,500. (Christopher Bridges, Transportation Planning Manager)

20. **COMPREHENSIVE SIGN PACKAGE FOR 10 GOODYEAR COMMERCE PARK**

RECOMMENDATION

Approve a comprehensive sign package for the 10 Goodyear Commerce Park. (Karen Craver, Principal Planner)

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.

- Reports from the Mayor and City Council
This may include current events and activities as well as requests for information or future agenda items.
- Report from the City Manager
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

Future meetings are tentatively scheduled as follows:

April 10, 2023

Council Meeting

5:00 p.m.

ADJOURNMENT

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

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 March 15, 2023 at 4:35 p.m. by VM.

ITEM #: 1.
DATE: 03/20/2023
AI #:1167



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the draft minutes from a Regular Meeting held on March 6, 2023. (Darcie McCracken, City Clerk)

Attachments

March 6, 2023 Draft Regular Meeting Minutes

City Council Regular Meeting

City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395



Monday, March 6, 2023

**Immediately Following the
Work Session that began at
5:00 p.m.**

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the meeting to order at 5:49 p.m.

ROLL CALL

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

Absent: Councilmember Bill Stipp

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

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

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

Passed - Unanimously

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER HAMPTON

APPOINTMENTS

1. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Sheri Lauritano to APPROVE the recommendations from the Council Subcommittee on Boards, Commissions, and Committees. Motion carried as follows:

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

Passed - Unanimously

City Clerk Darcie McCracken administered the oath to the recent appointees who were present.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Community member Kelsi Kiper spoke about the Historic Goodyear Neighborhood Alliance and invited the Council to participate and attend the March 14th meeting at 6:00 p.m.

CONSENT

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Brannon Hampton to APPROVE Consent Agenda items 2 through 6 and 8. Motion carried as follows:

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

Passed - Unanimously

2. APPROVAL OF MINUTES

Approve the draft minutes from the Regular Meeting held on February 27, 2023. (Darcie McCracken, City Clerk)

3. CREATION OF CIP PROJECT #60112 GOODYEAR WRF MASTER PLAN, AUTHORIZE RELATED BUDGET AMENDMENTS AND EXPENDITURES

RECOMMENDATION

Approve the creation of CIP project #60112 Goodyear Water Reclamation Facility (WRF) Master Plan and related budget amendment of \$800,000 and authorize expenditure of funds up to \$695,000. (Barbara Chappell, Water Services Director; Lisa Melton, Senior Project Manager).

4. RIO INTERGOVERNMENTAL AGREEMENT (IGA) WITH RIO REIMAGINED COALITION

RECOMMENDATION

Authorize the Mayor or designee to enter into an IGA with the Rio Reimagined coalition to move forward with a RIO Ambassador to the UWFP. (Ginna Carico, Government Relations Manager; Christian M. Williams, Principal Planner; Cecilia Riviere, Assistant Director Arizona State University)

5. FINAL PLAT FOR CAMELBACK CENTER AT PV303

RECOMMENDATION

Approve the Final Plat for Camelback Center at PV303. (Marty Crossland, Interim Deputy Director of Development Engineering)

6. **APPROVE EXPENDITURE OF FUNDS FOR CONSTRUCTION OF FOUR FY2023 CIP PROJECTS**

RECOMMENDATION

Approve expenditures in the amount of \$615,000 to complete four FY2023 CIP Construction Projects - #42054, #42055, #42057, and #42059. (Hugh Bigalk, P.E., City Traffic Engineer)

7. **THIRD AMENDMENT TO THE INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT 10-11**

[As requested by City Attorney Roric Massey, this item was removed from Consent Agenda and addressed immediately following the Consent Agenda.]

Deputy City Attorney Sarah Chilton presented the third amendment to the Microsoft Infrastructure Development Agreement. The original agreement encompasses 279 acres of land with limited water and sewer infrastructure purchased by Microsoft in 2018. Ms. Chilton explained the accelerated development plan for three buildings as cause for the multiple amendments and modified processes that were permitted for Microsoft to begin development of the project.

She continued to provide details regarding the amendment request which includes a change to the on-site storage development plan at building two, partially due to volume requirements for water being introduced into the wastewater treatment plant, to receive the certificate of occupancy for the second building, and to receive a building permit for the third building. She then outlined the requirements included in the agreement to meet the City and Microsoft needs.

Microsoft representative Cameron Carter, The Rose Law Group, thanked staff, reiterated that the amendment meets all needs of Microsoft, and is excited to continue working with the City of Goodyear.

Council noted they are appreciative of the accommodations made to get the project started on behalf of Microsoft and supports the amendment to finalize the plan in a way that addresses the needs of the City.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Vicki Gillis to ADOPT RESOLUTION NO. 2023-2295 APPROVING THE THIRD AMENDMENT TO THE INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT 10-11; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT; PROVIDING AUTHORIZATION FOR FUTURE ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE. The motion carried as follows:

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

Passed - Unanimously

8. **APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY**

RECOMMENDATION

Approve budget amendments & related expenditure authority. (Doug Sandstrom, Finance Director)

BUSINESS

9. **PROPOSALS TO GILA RIVER INDIAN COMMUNITY FOR ARIZONA REVISED STATUTE 5-601-02 12 PERCENT GAMING DISTRIBUTION FUNDS**

Assistant to the City Manager Jenna Goad presented Resolutions 2023-2293 and 2023-2294, approving the submittal of three grant applications to the Gila River Indian Community for the Tribal Gaming Grants Program.

Ms. Goad stated two of the three requests are from Public Safety, with the first from the Fire Department, requesting to purchase the Bullseye Digital Fire Extinguisher Training System for \$35,000, and the second from the Police Department, requesting to purchase an enhanced drone for \$151,000.

She added that the last request was from Southwest Valley YMCA, asking that the City of Goodyear act as the municipal sponsor for a transportation grant to expand the existing Y OPAS Program for \$75,000 over three years. She explained the Y OPAS Volunteer Program assists seniors with transportation, in-home visits, household assistance, and social interaction and meets the municipal sponsorship requirements within the City's Grants Policy.

Council supported serving community organizations as a municipal sponsor and hopes to continue to do so in the future.

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Brannon Hampton to ADOPT RESOLUTION NO 2023-2293, AUTHORIZING THE SUBMISSION OF TWO PUBLIC SAFETY APPLICATIONS FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). Motion carried as follows:

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

Passed - Unanimously

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO 2023-2294, SUPPORTING THE SUBMISSION OF A TRANSPORTATION APPLICATION BY THE SOUTHWEST VALLEY FAMILY YMCA TO THE GILA RIVER INDIAN COMMUNITY FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ADMINISTER SUBSEQUENT AWARDED FUNDS AS A PASS-THROUGH GRANT.

Motion carried as follows:

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

Passed - Unanimously

10. FY2023 PAVEMENT MANAGEMENT PROJECTS

Hugh Bigalk, City Traffic Engineer and Brian Harvel, Streets Superintendent presented the expenditure request for the FY 2023 Pavement Management Projects.

Mr. Bigalk provided information on the pavement condition results, which have improved from 68.1% to 76.4% since 2014.

Mr. Harvel explained the two types of treatments planned are asphalt micro surfacing and surface sealing, to treat 72 lane miles of city streets, which will reduce and minimize water intrusion and existing cracking. He added that ADA compliant sidewalk ramp improvements are also planned.

Council praised the team for the hard work that goes in to maintaining such good roads and questioned the funding for the projects. Mr. Bigalk clarified that the General Fund is used for streets projects. The Highway Users Revenue Fund (HURF) is maintained in a separate account but is part of the General Fund.

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Vicki Gillis to APPROVE expenditures up to \$3,678,789 for FY2023 pavement management projects. Motion carried as follows:

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

Passed - Unanimously

INFORMATION ITEMS

Mayor Pizzillo thanked Councilmember Campbell for attending the Mayor's Choice Art Contest in his stead.

City Manager Wynette Reed reported that the first-ever Mind of Mat Yoga Festival, held in Goodyear Square, had over 500 participants.

Ms. Reed added that the Farmer's Market hosted 30 local businesses with over 1,000 visitors and the Farmers Market will be held every Sunday through March.

She also stated the Education Fair in the Square had multiple city departments represented along with 17 exhibits, 10 speakers, and over 100 attendees.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

March 20, 2023

Council Meeting

5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:40 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 March 6, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2023.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 2.
DATE: 03/20/2023
AI #:1328



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF A NEW SERIES 12 (RESTAURANT) LIQUOR
LICENSE FOR CHIPOTLE MEXICAN GRILL #4248**

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Jerry Lewkowitz, Agent

SUMMARY

The applicant is requesting a recommendation of approval for a new Series 12 (Restaurant) liquor license.

RECOMMENDATION

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 227541, a request by Jerry Lewkowitz, agent for Chipotle Mexican Grill #4248, for a new Series 12 liquor license. Chipotle Mexican Grill #4248 is located at 655 S. Cotton Ln., Goodyear, AZ 85338 (generally located N of Yuma Rd. and E of Cotton Ln.) (Darcie McCracken, City Clerk)

FISCAL IMPACT

The applicant paid the \$635 application fee for the liquor license per the Goodyear Municipal User Fee Schedule. The business will also contribute to the tax base of the community.

BACKGROUND AND PREVIOUS ACTIONS

Mr. Lewkowitz has applied for a new Series 12 liquor license for Chipotle Mexican Grill #4248, which is currently scheduled to open April 20, 2023.

The City Clerk's office received the application from the DLLC on January 31, 2023. A Public Notice was posted on the property on February 14, 2023, to comply with Arizona Revised Statutes §4-201(b). No petitions or protests from qualified persons were received during the comment period.

The application was routed to the Police Department and the Development Services Department (Planning & Zoning, and Building Safety), and any comments from these departments are listed below:

Department/Division	Comments
Police	None
Planning & Zoning	None
Code Compliance	None
Building Safety	None

STAFF ANALYSIS

A Series 12 liquor license is for a restaurant and is non-transferrable. This on-sale retail privileges liquor license allows the holder to sell all types of spirituous liquor solely for consumption on the premises of an establishment that derives at least forty percent (40%) of its gross revenue from the sale of food.

The DLLC requires liquor license owners, agents, and managers actively involved in the day-to-day operations of the business to complete a state-approved management training course prior to the issuance of a liquor license. The registered premise manager has completed the training and any other managers will be required to complete it as well. A manager will be onsite during all business hours, and restaurant workers will ask for identification from anyone ordering alcohol.

There are no licensed childcare facilities or K-12 schools within 300 feet of the location. The City Council's recommendation of "Approval", "Disapproval", or "No Recommendation" will be forwarded to the DLLC for consideration during their licensing review process.

Attachments

DLLC Local Governing Body Report
Liquor License Evaluation Map
Liquor License within One Mile Report

JAN-31 2023 11:25AM

State of Arizona
Department of Liquor Licenses and Control

Created 01/31/2023 @ 08:56:39 AM

Local Governing Body Report

LICENSE

Number: Type: 012 RESTAURANT
Name: CHIPOTLE MEXICAN GRILL #4248
State: Pending
Issue Date: Expiration Date:
Original Issue Date:
Location: 655 S COTTON LANE
* GOODYEAR, AZ 85338
USA
Mailing Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (000)000-0000
Alt. Phone: (602)200-7222
Email: ANDREA@LEWKLaw.COM

ALLEGEDMENT

23 JAN 31 11:25 AM '23

AGENT

Name: H J LEWKOWITZ
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: JERRY@LEWKLaw.COM;ANDREA@LEWKLaw.COM

OWNER

Job # 227541

Name: CHIPOTLE MEXICAN GRILL INC
Contact Name: HJ LEWKOWITZ
Type: CORPORATION
AZ CC File Number: F08655706 State of Incorporation: DE
Incorporation Date: 02/05/1999
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: JERRY@LEWKLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
PATRICK HALE BECKMAN	MULTI- SEE CASE NOTE	
MLADEN GRGIC	012100009097	
TIFFANY LYNN RODRIGUEZ	MULTI- SEE CASE NOTE	
HELEN NICOLE KAMINSKI	Secretary	
ALEX RALPH GARCIA JR	012100017358	
BRIAN ROBERT NICCOL	President/CEO	
JOHN ROBERT HARTUNG	Treasurer/CFO	
LACEY AMBER BLEDSOE	MULTI- SEE CASE NOTE	
ALYSSA ISABEL VITAL	MULTI- SEE CASE NOTE	
STACY JEAN FEDLER	MULTI- SEE CASE NOTE	
GUILLERMO ABASCAL	MULTI- SEE CASE NOTE	
JASON RYAN OAKES	MULTI- SEE CASE NOTE	

**CHIPOTLE MEXICAN GRILL INC - MULTI- SEE
CASE NOTE**

Name: LACEY AMBER BLEDSOE
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (660)888-9489
Alt. Phone:
Email: LBLEDSON@CHIPOTLE.COM

**CHIPOTLE MEXICAN GRILL INC - MULTI- SEE
CASE NOTE**

Name: TIFFANY LYNN RODRIGUEZ
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
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PHOENIX, AZ 85004
USA
Phone: (480)313-5077
Alt. Phone:
Email: TRODRIGUEZ@CHIPOTLE.COM

CHIPOTLE MEXICAN GRILL INC - 012100009097

Name: MLADEN GRGIC
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)446-9254
Alt. Phone:
Email: MGRGIC@CHIPOTLE.COM

**CHIPOTLE MEXICAN GRILL INC - MULTI- SEE
CASE NOTE**

Name: PATRICK HALE BECKMAN
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)893-1774
Alt. Phone:
Email:

CHIPOTLE MEXICAN GRILL INC - 012100017358

Name: ALEX RALPH GARCIA JR
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (520)360-3625
Alt. Phone:
Email: ALEX.GARCIA@CHIPOTLE.COM

CHIPOTLE MEXICAN GRILL INC - Treasurer/CFO

Name: JOHN ROBERT HARTUNG
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (303)595-4000
Alt. Phone:
Email:

**CHIPOTLE MEXICAN GRILL INC - MULTI- SEE
CASE NOTE**

Name: JASON RYAN OAKES
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)251-5362
Alt. Phone:
Email: JOAKES@CHIPOTLE.COM

**CHIPOTLE MEXICAN GRILL INC - MULTI- SEE
CASE NOTE**

Name: GUILLERMO ABASCAL
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)317-8703
Alt. Phone:
Email: GABASCAL@CHIPOTLE.COM

**CHIPOTLE MEXICAN GRILL INC - MULTI- SEE
CASE NOTE**

Name: STACY JEAN FEDLER
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)290-1698
Alt. Phone:
Email: SFEDLER@CHIPOTLE.COM

**CHIPOTLE MEXICAN GRILL INC - MULTI- SEE
CASE NOTE**

Name: ALYSSA ISABEL VITAL
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)599-1269
Alt. Phone:
Email: AVITALE@CHIPOTLE.COM

CHIPOTLE MEXICAN GRILL INC - President/CEO

Name: BRIAN ROBERT NICCOL
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (303)605-1109
Alt. Phone:
Email:

CHIPOTLE MEXICAN GRILL INC - Secretary

Name: HELEN NICOLE KAMINSKI
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (614)318-2482
Alt. Phone:
Email: LICENSING@CHIPOTLE.COM

MANAGERS

Name: MATHEW RAY ATCHISON
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)882-7952
Alt. Phone:
Email: MATCHISON@CHIPOTLE.COM

Name: PATRICK GERHART HANNAN
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (718)321-7653
Alt. Phone:
Email: PHANNAN@CHIPOTLE.COM

APPLICATION INFORMATION

Application Number: 227541
Application Type: New Application



QUESTIONS & ANSWERS

012 Restaurant

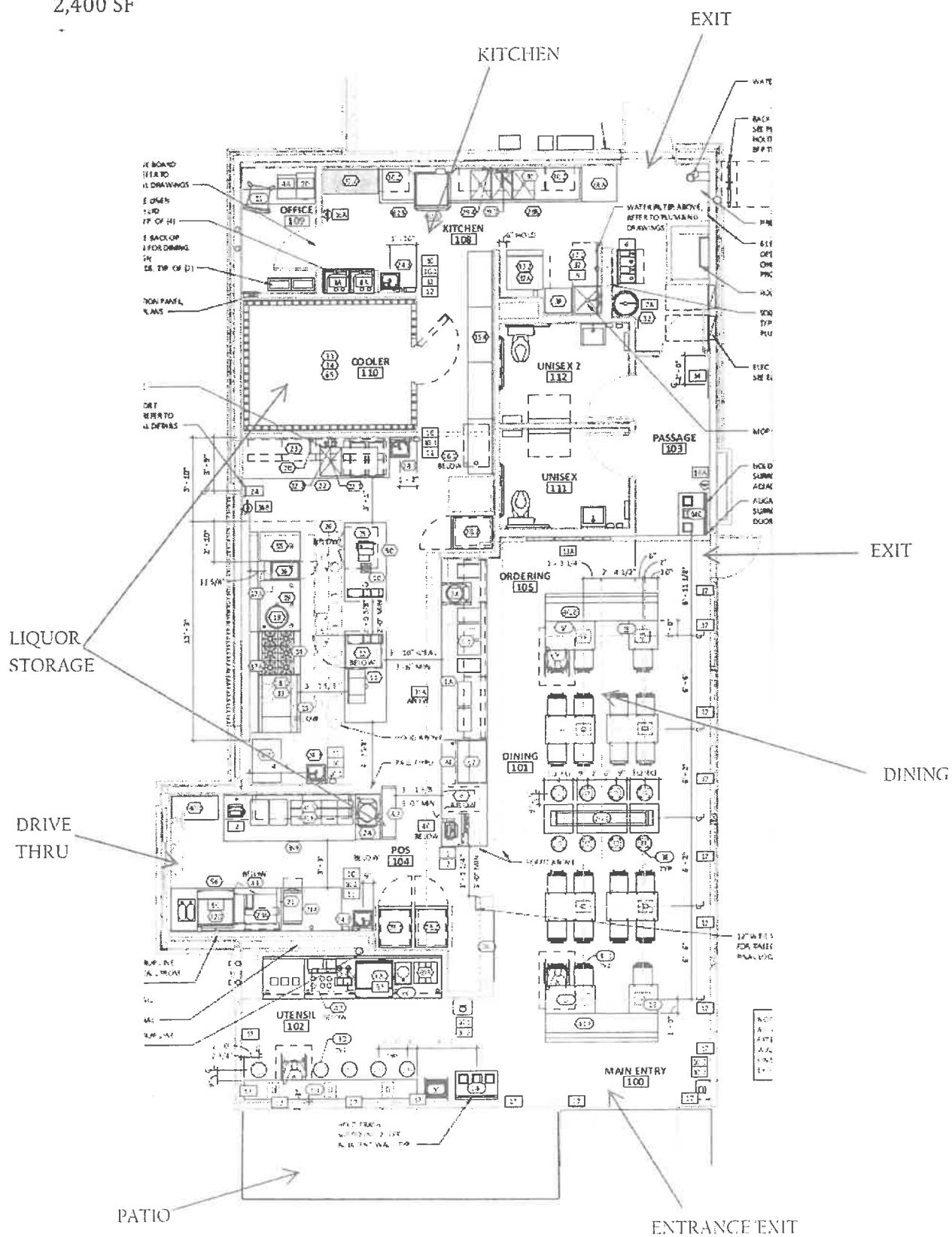
- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
TERMINATION AND/OR OTHER MONETARY PENALTIES
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0.00
- 6) Are there walk-up or drive-through windows on the premises?
Yes
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
APRIL 2023
- 9) What type of business will this license be used for?
RESTAURANT

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	#4248 (Gdyr)_Agt HJL (Ctn).pdf	01/06/2023
QUESTIONNAIRE	#4248 (Gdyr)_Agt HJL (Q).pdf	01/06/2023
RECORDS REQUIRED FOR AUDIT	#4248 (Gdyr)_Audit.pdf	01/06/2023
QUESTIONNAIRE	#4248 (Gdyr)_CP Hartung (Q).pdf	01/06/2023
QUESTIONNAIRE	#4248 (Gdyr)_CP Kaminski (Q).pdf	01/06/2023
QUESTIONNAIRE	#4248 (Gdyr)_CP Niccol (Q).pdf	01/06/2023
DIAGRAM/FLOOR PLAN	#4248 (Gdyr)_Diagram.pdf	01/06/2023
MENU	#4248 (Gdyr)_Menu.pdf	01/06/2023
RESTAURANT OPERATION PLAN	#4248 (Gdyr)_ROP.pdf	01/06/2023
ORGANIZATIONAL DOCUMENTS	CMG_Ownership.pdf	01/06/2023

23 JAN 9 11:41 PM 4 02

655 S. Cotton Lane
Goodyear, AZ 85338
2,400 SF





MEXICAN GRILL

23 JAN 9 11:41 AM

BURRITOS, TACOS & SALADS



BURRITO

Tortilla, choice of rice, beans, meat, salsa and cheese or sour cream. Add peppers and onions instead of beans for a fajita burrito.

CALORIES: 350-930



BURRITO BOWL

Just like a burrito, but served in a bowl with no tortilla.

CALORIES: 160-640



TACOS

Your choice of three crispy corn, soft corn or soft flour tortillas with meat, salsa, cheese or sour cream and romaine lettuce.

CALORIES: 320-670



SALAD

Chopped romaine lettuce with choice of beans, meat, salsa and cheese, with or without chipotle-honey vinaigrette.

CALORIES: 170-780

CHICKEN

Naturally raised, marinated in our chipotle adobo, then grilled.

\$6.25

STEAK

Naturally raised, marinated in our chipotle adobo, then grilled.

\$6.65

BARBACOA

Naturally raised beef. Braised for hours, then shredded.

\$6.65

CARNITAS

Naturally raised pork. Braised for hours, then shredded.

\$6.65

VEGETARIAN

Includes our fresh guacamole and vegetarian black beans.

\$6.25

SALSAS

Fresh Tomato (Mild)
Calories: 20

Roasted Chili-Corn (Medium)
Calories: 80

Tomatillo-Green Chili (Medium Hot)
Calories: 15

Tomatillo-Red Chili (Hot)
Calories: 40

EXTRAS & DRINKS

Chips & Guacamole : Serves 2 (Cal: 360 ea/720 tot)	\$2.95
Chips & Salsa : Serves 2 (Cal: 295-325 ea/590-650 tot)	\$1.75
Guacamole (Calories: 150)	\$1.80
Chips: Serves 2 (Calories: 285 ea/570 tot)	\$1.25
Margarita (Calories: 210)	\$4.50
Beer (Calories: 100-170)	\$3.50 / \$4.00
Bottled Drinks (Calories: 0-280)	\$2.10 / \$2.50
Soda (Calories: 0-290)	\$1.60 / \$1.90
Kid's Drinks (Calories: 100-150)	\$1.65 / \$2.20

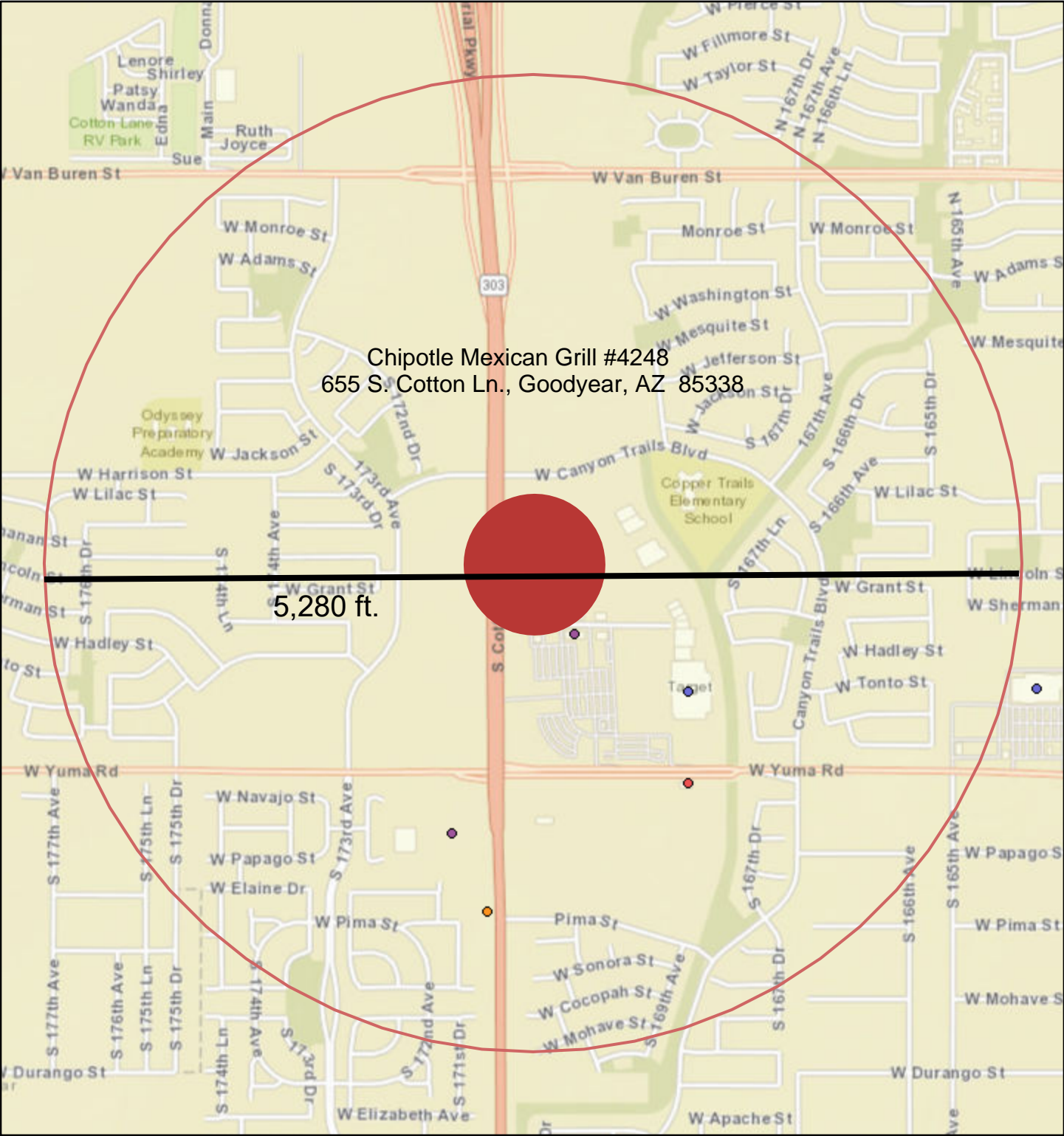
KID'S MENU

All Kid's Menu items served with kid's chips and a drink.

Kid's Drinks: Juice, Organic Milk (plain or chocolate)

- 1 Small Cheese Quesadilla \$3.25
With a side of rice and beans
Calories: 620-670
- 2 Small Meat & Cheese Quesadilla \$3.75
With a side of rice and beans
Calories: 680-730
- 3 Single Taco \$3.75
Soft or crispy shell, and a choice of any three items (one meat or guacamole) and a side of rice.
Calories: 470-630
- 4 Taco Kit (they build it) \$4.25
Choose any three ingredients (one meat or guacamole) and two soft or crispy shells. Served on a tray for easy building.
Calories: 420-610

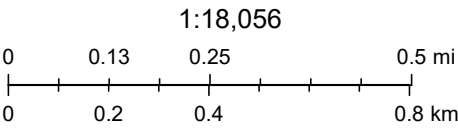
Liquor License Evaluation - Chipotle Mexican Grill #4248



2/13/2023, 9:08:47 AM

October 2022 Liquor Licenses

- Bar
- Club
- Liquor Store
- Restaurant



City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, City of Goodyear

Liquor Licenses within One Mile – Chipotle Mexican Grill #4248

Applicant Address – 655 S. Cotton Ln., Goodyear, AZ 85338

Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
Garden Pizza Restaurant	781 Cotton Ln	643.59 ft.	12
Ah Kai Sushi & Grill	831 S Cotton Ln	811.03 ft.	12
Target #2400	995 S Cotton Ln	2,095.41 ft.	9
Roman's Oasis	16825 W Yuma Rd	2,791.63 ft.	6
Federico's Mexican Food	1360 S Cotton Ln	2,930.48 ft.	12
Moose Lodge #2078	1572 S Cotton Ln	3,665.42 ft.	14

Schools			
Copper Trails	16875 W Canyon Trails Blvd	1,913.33	
The Odyssey Prep Academy – Goodyear	17532 W Harrison St	4,108.95	

Series Legend:

Alternating Proprietorship (20)
Bar (6)
Beer & Wine Bar (7)
Beer & Wine Store (10)
Beer & Wine Store (10) with Sampling Privileges
Private Club (14)
Conveyance (8)
Craft Distiller (18)
Custom Crush (21)
Direct Shipment (17W)
Government (5)
Hotel (11)
Producer: In State (1)
Producer: Out of State (2)
Producer: Limited out of State (2L)
Producer: Out of State Winery (2W)
Producer: Out of State Microbrewery (2M)
Liquor Store (9)
Liquor Store (9) with Sampling Privileges
Microbrewery (3)
Restaurant (12)
Restaurant (12) with Growler Privileges
Special Event Contractor (SEC)
Wholesaler (4)
Winery (13)
Tasting Room (19)

ITEM #: 3.
DATE: 03/20/2023
AI #:1372



CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZE GOODYEAR'S PARTICIPATION IN THE NEW 2022 OPIOID SETTLEMENT WITH TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART

STAFF PRESENTER(S): Jay Karlovich, Assistant City Attorney

SUMMARY

Authorize Goodyear's participation in the new 2022 Opioid Settlement with Teva, Allergan, CVS, Walgreens, and Walmart which is similar to and a quasi-extension of the City's participation in the 2021 One Arizona opioid settlement funds distribution agreement.

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2297 AUTHORIZING GOODYEAR'S PARTICIPATION IN THE NEW 2022 OPIOID SETTLEMENT WITH TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART; PROVIDING AUTHORIZATION AND DIRECTION FOR THE CITY ATTORNEY AND/OR CITY MANAGER, OR HER DESIGNEE TO TAKE ANY AND ALL ACTIONS NECESSARY IN FURTHERANCE OF OPIOID SETTLEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Jay Karlovich, Assistant City Attorney)

FISCAL IMPACT

The receipt of settlement funds will not require any matching funds or expenditures from the city. Any future settlement amounts received will be utilized as set forth in the settlement to combat the effects of the recent opioid epidemic.

BACKGROUND AND PREVIOUS ACTIONS

On November 8, 2021, City Council approved the City's participation in the One Arizona Distribution of the Opioid Settlement Funds Agreement. This 2021 Opioid Settlement Agreement set forth the distribution amounts and the approved uses for settlement funds received from several opioid drug manufacturers and distributors (Johnson & Johnson/Janssen, Cardinal, AmerisourceBergen, and McKesson). The City's participation in the 2021 Opioid Settlement (which totaled about 26 billion dollars) was estimated to provide the City with approximately \$4.7 million dollars, over a period of 18 years, to be used for various programs and expenditures earmarked to combat the effects of the recent opioid epidemic.

The 2021 nationwide settlements were reached to resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical

distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and against manufacturer Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “J&J”). These “2021 National Settlements” have been finalized, and payments have already begun. In all, the Distributors will pay up to \$21 billion over 18 years, and J&J will pay up to an additional \$5 billion over no more than nine years.

STAFF ANALYSIS

In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each pharmacy chain and manufacturer confirmed that a sufficient number of states have agreed to participate in the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt-in.” The greater the level of subdivision participation, the more funds that will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect; and
- Allergan to pay up to \$2.02 billion over seven years; and
- CVS to pay up to \$4.90 billion over 10 years; and
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within six years.

These figures include amounts attributable to prior settlements between the Defendants and certain states/subdivisions and amounts for attorneys’ fees and costs.

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.

In addition to providing billions of dollars for abatement, the settlements also impose changes in the way the settling defendants conduct their business. For example:

- The Distributors will create a groundbreaking clearinghouse through which they will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious opioid orders; and
- J&J (which ceased marketing opioids in 2015 and ceased selling opioids in 2020) will not market or sell any opioid products in the next 10 years and has agreed to cease lobbying concerning prescription opioids for 10 years; and
- Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and
- Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements addressing their compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring, and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

The 2021 and 2022 National Settlements are the culmination of many years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs’ Executive Committee and Negotiation Committee, which are comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Settling

Defendants. These negotiations were facilitated by Judge Dan Polster (who oversees the federal MDL litigation), by the Special Masters appointed by the MDL Court, and by experienced, neutral mediators.

As mentioned above, the City's participation in the 2021 Opioid Settlement (which totaled about 26 billion dollars) was estimated to provide the City with approximately \$4.7 million dollars over an 18-year period. To date, approximately \$125,000 has been received from the 2021 settlement with the funds set aside in a separate Opioid Settlement account, to be used for various programs and expenditures earmarked to combat the effects of the recent opioid epidemic.

City staff estimates that participation in this new 2022 Opioid settlement with Teva, Allegan, CVS, Walgreens, and Walmart (which totals about 18.5 billion dollars) could provide the City with upwards of an additional \$3.3 million dollars over a 15-year period. The first payment for this 2022 Opioid Settlement is anticipated to be received in 2024 and will again be set aside to be used for the settlement-approved programs and expenditures.

Attachments

Resolution

RESOLUTION NO. 2023-2297

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING GOODYEAR'S PARTICIPATION IN THE NEW 2022 OPIOID SETTLEMENT WITH TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART; PROVIDING AUTHORIZATION AND DIRECTION FOR THE CITY ATTORNEY AND/OR CITY MANAGER, OR HER DESIGNEE TO TAKE ANY AND ALL ACTIONS NECESSARY IN FURTHERANCE OF OPIOID SETTLEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 8, 2021, City Council approved the City's participation in the One Arizona Distribution of the Opioid Settlement Funds Agreement. This 2021 Opioid Settlement Agreement set forth the distribution amounts and the approved uses for settlement funds received from several opioid drug manufacturers and distributors (Johnson & Johnson/Janssen, Cardinal, AmerisourceBergen, and McKesson); and

WHEREAS, the City's participation in the 2021 Opioid Settlement (which totaled about 26 billion dollars) was estimated to provide the City with approximately \$4.7 million dollars, over a period of 18 years to be used for various programs and expenditures earmarked to combat the effects of the recent opioid epidemic; and

WHEREAS, in late 2022, agreements were announced with three pharmacy chains: CVS, Walgreens, and Walmart; and, two additional manufacturers Allergan and Teva. In January 2023, each pharmacy chain and manufacturer confirmed that a sufficient number of states have agreed to participate in the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements, now will have the opportunity to "opt-in." The greater the level of subdivision participation, the more funds that will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect; and
- Allergan to pay up to \$2.02 billion over seven years; and
- CVS to pay up to \$4.90 billion over 10 years; and
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within six years.

WHEREAS, City staff estimates that participation in this new 2022 Opioid settlement with Teva, Allergan, CVS, Walgreens and Walmart (which totals about 18.5 billion dollars) could provide the City with upwards of an additional \$3.3 million dollars over a 15-year period to be used for various programs and expenditures earmarked to combat the effects of the recent opioid epidemic; and

WHEREAS, the City may have the opportunity to participate in other opioid settlements in the future and therefore staff is requesting Council approval authorizing the City Attorney and City Manager to take any actions necessary to participate in the 2022 Opioid Settlement, as well as authorizing participation and actions necessary for any future opioid settlement opportunities.

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

SECTION 1. AUTHORIZE GOODYEAR'S PARTICIPATION IN THE NEW 2022 OPIOID SETTLEMENT WITH TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART

The Mayor and Council of the city of Goodyear hereby authorize the City of Goodyear's anticipation in the new 2022 Opioid Settlement with Teva, Allergan, CVS, Walgreens, and Walmart.

SECTION 2. PROVIDING AUTHORIZATION AND DIRECTION

1. The Mayor and Council of the City of Goodyear hereby authorize the City Attorney to sign settlement participation forms and file court pleadings to effectuate the new 2022 Opioid Settlement with Teva, Allergan, CVS, Walgreens, and Walmart (the "2022 Opioid Settlement"); and, the Mayor and Council of the city of Goodyear hereby authorize the City Attorney and/or the City Manager or her designee to take any and all other actions necessary in furtherance/prosecution of the 2022 Opioid Settlement, and to carry out the intent of this Resolution.
2. The Mayor and Council of the City of Goodyear hereby authorize the City Attorney and/or City Manager, or her designee, to take any and all actions necessary to participate in any future opioid settlement opportunities.

SECTION 3. EFFECTIVE DATE

This Resolution shall become effective immediately upon adoption.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

ITEM #: 4.
DATE: 03/20/2023
AI #:1381



CITY COUNCIL ACTION REPORT

SUBJECT: DECLARATION OF RIGHT-OF-WAY AND CONVEYANCE OF REMNANT PROPERTY ADJACENT TO PROPERTY AT THE SOUTHWEST CORNER OF W. ELWOOD STREET AND S. COTTON LANE

STAFF PRESENTER(S): Sarah Chilton, Deputy City Attorney

SUMMARY

Declare a portion of a ten-foot (10') strip of property located on the south side of W. Elwood Street west of S. Cotton Lane as public right-of-way and dispose of the remainder of the ten-foot (10') remnant strip, which has no beneficial use for the City by conveying it, by quit claim deed, to the adjacent property owner.

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2298 AUTHORIZING THE ESTABLISHMENT OF PUBLIC RIGHT-OF-WAY FOR THE DEVELOPMENT OF A PORTION OF S. COTTON LANE; REQUIRING RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.
2. ADOPT RESOLUTION NO. 2023-2299 APPROVING AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED CONVEYING A REMNANT PARCEL TO COTTON LAND COMMERCE PARK, LLC; AND PROVIDING FOR AN EFFECTIVE DATE. (Sarah Chilton, Deputy City Attorney)

FISCAL IMPACT

The proposed declaration of right-of-way and the proposed conveyance of property as described will not have a direct fiscal impact on the City. The property to be conveyed has a nominal value at best because it cannot be developed by the City for any beneficial use. Its conveyance would eliminate the City's ongoing maintenance responsibility for the property and a public utility easement will be granted to the City by the property owner. The property to be declared public right-of-way is needed for the widening of S. Cotton Lane, which will occur with the development of the adjacent property.

BACKGROUND AND PREVIOUS ACTIONS

In December 2007, the City of Goodyear purchased approximately 90 acres of property from El Cidro Ranch, LLC, with the intent of preserving it for the expansion of State Route 303. As the property owner, the City has been responsible for its maintenance. A portion of the property acquired by the City of Goodyear is located adjacent to the south side of W. Elwood Street west of S. Cotton Lane and includes an approximate ten-foot (10') strip of land between W. Elwood Street and the northern boundary of property owned by Cotton Land Commerce Park, LLC, a Delaware limited liability company, located at the southwest corner of W. Elwood Street and S. Cotton Lane (the "Cotton Lane Commerce Park Property"). Cotton Land Commerce Park, LLC is seeking to develop its property located at this location.

In connection with the development of the Cotton Lane Commerce Park Property, Owner is required to widen S. Cotton Lane, which requires the City to declare a portion of the ten-foot (10') strip described above as public right-of-way. The development of the Cotton Lane Commerce Park Property also requires access to W. Elwood Street over the 10' strip and the installation of utilities within the 10' strip. In addition, public utility easements would normally be located within this 10' strip adjacent to the W. Elwood Street right-of-way.

STAFF ANALYSIS

To allow for the widening of S. Cotton Lane at the southwest corner of W. Elwood Street and S. Cotton Lane, staff is recommending the adoption of Resolution 2023-2298, declaring a portion of the ten-foot (10') strip as public right-of-way.

Staff is further recommending the adoption of Resolution 2023-2299 authorizing the conveyance of the remainder of the ten-foot (10') strip to Cotton Land Commerce Park, LLC, a Delaware limited liability company. The remainder of the ten-foot (10') strip is less than 5000 square feet. It is not needed for the W. Elwood Street improvements and is of no value to the City, as the City cannot develop it for any beneficial use. The remainder of the ten-foot (10') strip is essentially a remnant parcel.

Rather than encumber the remnant parcel with multiple easements, which would otherwise be needed for the development of Cotton Lane Commerce Park Property, it is in the best interests of the City of Goodyear to convey, by Quit Claim Deed, at no cost, its interest in the remnant parcel to the adjacent property owner, Cotton Land Commerce Park, LLC (the "Owner"). The remnant parcel will be combined with the Cotton Lane Commerce Park Property, generally located at the southwest corner of W. Elwood Street and S. Cotton Lane. The Owner will dedicate a public utility easement to the City when the adjacent property is subdivided. The conveyance of the remnant parcel benefits the City in that it eliminates an ongoing maintenance responsibility.

Attachments

Resolution Declaring ROW
Resolution-Quit Claim Deed
Depiction of 10' Strip

RESOLUTION NO. 2023-2298

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ESTABLISHMENT OF PUBLIC RIGHT-OF-WAY FOR THE DEVELOPMENT OF A PORTION OF S. COTTON LANE; REQUIRING RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in December 2007, the City of Goodyear purchased approximately 90 acres of property from El Cidro Ranch, LLC with the intent of preserving it for the expansion of State Route 303; and

WHEREAS, a portion of the property acquired by the City of Goodyear is located adjacent to the south side of W. Elwood Street west of S. Cotton Lane, which includes an approximate ten-foot (10') strip of land between W. Elwood Street and the northern boundary of property owned by Cotton Land Commerce Park, LLC, a Delaware limited liability company located at the southwest corner of W. Elwood Street and S. Cotton Lane; and

WHEREAS, Cotton Land Commerce Park, LLC is seeking to develop its property located at the southwest corner of W. Elwood Street and South Cotton Lane (the "Cotton Lane Commerce Park Property"); and

WHEREAS, in connection with the development of the Cotton Lane Commerce Property, the Owner is required to widen S. Cotton Lane, which requires the City to declare a portion of the ten-foot (10') strip, legally described and depicted in Exhibits "A" and "B," attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to the power vested in the City of Goodyear ("City") by its Charter and pursuant to A.R.S. § 9-276, the Mayor and Council of the City of Goodyear have the power to establish, construct, improve, regulate vacate, modify roadways open to the public.

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 the public health, safety, and welfare of the City require that the portion of city-owned property legally described and depicted in Exhibits "A" and "B," attached hereto and incorporated herein by this reference, be formally declared as public right-of-way.

SECTION 2. The Mayor and Council of the City of Goodyear, on behalf of the City of Goodyear, an Arizona municipal corporation, as owner of that real property more particularly described and depicted in Exhibits "A" and "B," attached hereto and incorporated herein by this reference, hereby declare the real property described and depicted in Exhibit "A" to be public right-of-way maintained by the City of Goodyear.

SECTION 3. Resolution 2023-2298 shall be effective upon the date of its adoption.

SECTION 4. The City Clerk shall cause a certified copy of this Resolution, including Exhibits "A" and "B," to be recorded in the official records of the Maricopa County Recorder.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2023.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT "A"

RIGHT OF WAY DECLARATION

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23, MARKED BY A BRASS CAP FLUSH STAMPED "CITY OF GOODYEAR 2008 RLS #35832" FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 23, MARKED BY A BRASS CAP IN HANDHOLE STAMPED "MARICOPA HIGHWAY DEPT. BEARS SOUTH 0°11'30" WEST, A DISTANCE OF 2644.54 FEET;

THENCE SOUTH 0°11'30" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 75.00 FEET TO A POINT ON A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 89°43'24" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;

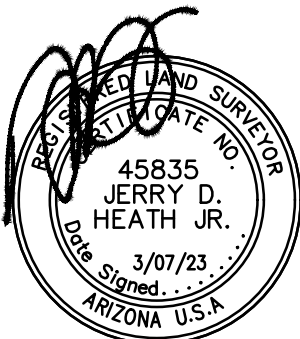
THENCE, CONTINUING NORTH 89°43'24" WEST, ALONG SAID PARALLEL A DISTANCE OF 83.70 FEET;

THENCE NORTH 44°53'51" WEST, A DISTANCE OF 14.19 FEET TO A POINT ON A LINE 65.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 89°43'24" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 93.74 FEET;

THENCE SOUTH 00°11'30" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.020 ACRES (871 S.F.) MORE OR LESS.



TITLE: **XB06**
SCALE: N.T.S.
DATE: 03/07/23
DESC: RIGHT OF WAY
DECLARATION

HUNTER

ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

DWG.NO. XB06
PROJ.NO. COHN001

EXHIBIT "B"

RIGHT OF WAY DECLARATION

N. 1/4 COR.
SEC. 23, T.1N., R.2W.
FOUND IRON BAR
W/ NO CAP

E. 1/4 COR. SEC. 23, T.1N., R.2W.
FOUND BRASS CAP FLUSH STAMPED
"CITY OF GOODYEAR 2008 RLS #35832"
POINT OF COMMENCEMENT

W. ELWOOD ST.

65' R/W

N89°43'24"W 2647.13'
N. LINE, S.E. 1/4, SEC. 23, T.1N., R.2W.

CITY OF GOODYEAR
APN 502-43-025R
DEED: 2007-135654 M.C.R.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°43'24"W	33.00'
L2	N89°43'24"W	83.70'
L3	N44°53'51"W	14.19'
L4	S89°43'24"E	93.74'
L5	S00°11'30"W	10.00'

A.P.N. 502-43-959
COTTON LAND
COMMERCE PARK, LLC

POINT OF BEGINNING

33' R/W PER
BK. 3, PG. 16

75.00'

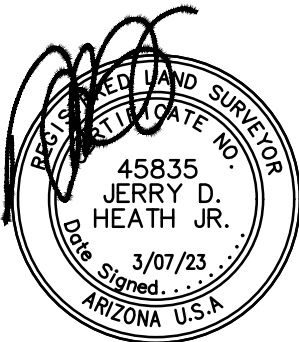
2569.54'

S0°11'30"W 2644.54'
(BASIS OF BEARING)

E. LINE, S.E. 1/4, SEC. 23, T.1N., R.2W.

S. COTTON LN.

S.E. COR. SEC. 23, T.1N., R.2W.
FOUND BRASS CAP IN HANDHOLE
STAMPED "MARICOPA HIGHWAYDEPT.
2008 RLS 42937"



TITLE: **XB06**
SCALE: 1"=100'
DATE: 3/07/23
DESC: RIGHT OF WAY
DECLARATION

HUNTER

ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

DWG.NO. XB06
PROJ.NO. COHN001

RESOLUTION NO. 2023-2299

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED CONVEYING A REMNANT PARCEL TO COTTON LAND COMMERCE PARK, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in December 2007, the City of Goodyear purchased approximately 90 acres of property from El Cidro Ranch, LLC with the intent of preserving it for the expansion of State Route 303, which city staff has been responsible for maintaining; and

WHEREAS, a portion of the property acquired by the City of Goodyear is located adjacent to the south side of W. Elwood Street west of S. Cotton Lane, which includes an approximate ten-foot (10') strip of land between W. Elwood Street and the northern boundary of property owned by Cotton Land Commerce Park, LLC, a Delaware limited liability company located at the southwest corner of W. Elwood Street and S. Cotton Lane; and

WHEREAS, Cotton Land Commerce Park, LLC is seeking to develop its property located at the southwest corner of W. Elwood Street and South Cotton Lane (the "Cotton Lane Commerce Park Property"); and

WHEREAS, in connection with the development of the Cotton Lane Commerce Property, Owner is required to widen S. Cotton Lane, which requires the City to declare a portion of the ten-foot (10') strip described above as public right-of-way; and

WHEREAS, the declaration of a portion of the ten-foot (10') strip is being processed by Resolution 2023-2298 which will be presented concurrently with this Resolution; and

WHEREAS, the remainder of the ten-foot (10') strip, which is less than 5000 square feet and which is legally described and depicted in Exhibits "A" and "B," attached to the Quit Claim Deed attached hereto and incorporated herein by this reference, (the "Remnant Parcel") is not needed for W. Elwood Street improvements, and is of no value to the city as the city cannot develop it for any beneficial use; and

WHEREAS, Cotton Land Commerce Park, LLC will be conveying to the City of Goodyear additional right-of-way needed for S. Cotton Lane Road and the additional easements as required by applicable Development Regulations; and

WHEREAS, Cotton Land Commerce Park, LLC has sought various easements located within the Remnant Parcel needed for the development of the Cotton Lane Commerce Park Property; and

WHEREAS, rather than encumbering the Remnant Parcel with multiple easements, it is in the best interests of the City of Goodyear to convey, by Quit Claim Deed, at no cost, its interest in the Remnant Parcel to Cotton Land Commerce Park, LLC, as doing so eliminates the city's ongoing maintenance responsibilities for the Remnant Parcel.

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 ten-foot (10') strip of real property legally described and depicted in Exhibits "A" and "B," attached to the Quit Claim Deed, attached hereto and incorporated herein by this reference, is a remnant parcel and has no value to the City as it is not needed for right-of-way and cannot be developed for any beneficial use and that it is in the best interests of the city and its residents to convey, at no cost, such property to the adjacent property owner as it will facilitate the development of the adjacent property and will eliminate an on-going maintenance expense.

SECTION 2. The Mayor and Council of the City of Goodyear hereby approve and authorize the City Manager to execute a Quit Claim Deed in the form attached hereto as Exhibit "1," conveying the real property legally described and depicted in Exhibits "A" and "B," attached to such Quit Claim Deed to Cotton Land Commerce Park, LLC, a Delaware limited liability company.

SECTION 3. Resolution 2023-2299 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2023.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT "1"

QUIT-CLAIM DEED

When recorded Mail to:

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

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Goodyear, an Arizona municipal corporation (Grantor) does hereby quitclaim to Cotton Land Commerce Park, LLC, a Delaware limited liability company any right, title, or claim the City of Goodyear may have in and to the certain real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____,
2023.

Signatures, Acknowledgements and Exhibits on Following Pages

IN WITNESS WHEREOF, Grantor has caused this Quit Claim Deed to be executed this ____ day of _____, 20____.

GRANTOR:

City of Goodyear,
an Arizona municipal corporation

BY: _____

Wynette Reed

ITS: City Manager

State of Arizona)

)ss.

County of Maricopa)

The foregoing instrument (Quit Claim Deed) was acknowledged before me this _____ day of _____, 2023 by Wynette Reed, as City Manager 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

EXHIBIT "A"

CONVEYANCE

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23, MARKED BY A BRASS CAP FLUSH STAMPED "CITY OF GOODYEAR 2008 RLS #35832" FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 23, MARKED BY A BRASS CAP IN HANDHOLE STAMPED "MARICOPA HIGHWAY DEPT. BEARS SOUTH 0°11'30" WEST, A DISTANCE OF 2644.54 FEET;

THENCE SOUTH 0°11'30" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 75.00 FEET TO A POINT ON A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 89°43'24" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 116.70 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING NORTH 89°43'24" WEST, ALONG SAID PARALLEL A DISTANCE OF 493.59 FEET;

THENCE NORTH 55°21'19" EAST, A DISTANCE OF 17.47 FEET TO A POINT ON A LINE 65.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 89°43'24" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 469.21 FEET;

THENCE SOUTH 44°53'51" EAST A DISTANCE OF 14.19 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.111 ACRES (4,835 S.F.) MORE OR LESS.



TITLE: **XB07**
SCALE: N.T.S.
DATE: 3/07/23
DESC: CONVEYANCE

HUNTER
ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

DWG.NO. XB07
PROJ.NO. COHN001

EXHIBIT "B" CONVEYANCE

N. 1/4 COR.
SEC. 23, T.1N., R.2W.
FOUND IRON BAR
W/ NO CAP

W. ELWOOD ST.

E. 1/4 COR. SEC. 23, T.1N., R.2W.
FOUND BRASS CAP FLUSH STAMPED
"CITY OF GOODYEAR 2008 RLS #35832"
POINT OF COMMENCEMENT

N89°43'24"W 2647.13'

N. LINE, S.E. 1/4, SEC. 23, T.1N., R.2W.
L4

65' R/W

75.00'

CITY OF GOODYEAR
APN 502-43-025R
DEED: 2007-135654 M.C.R.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°43'24"W	116.70'
L2	N89°43'24"W	493.59'
L3	N55°21'19"E	17.47'
L4	S89°43'24"E	469.21'
L5	S44°53'51"E	14.19'

POINT OF BEGINNING

A.P.N. 502-43-959
COTTON LAND
COMMERCE PARK, LLC

33' R/W PER
BK. 3, PG. 16

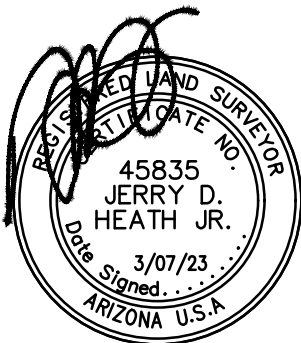
2569.54'
S0°11'30"W 2644.54'

(BASIS OF BEARING)

E. LINE, S.E. 1/4, SEC. 23, T.1N., R.2W.

S. COTTON LN.

S.E. COR. SEC. 23, T.1N., R.2W.
FOUND BRASS CAP IN HANDHOLE
STAMPED "MARICOPA HIGHWAYDEPT.
2008 RLS 42937"



TITLE: **XB07**
SCALE: 1"=100'
DATE: 3/07/23
DESC: CONVEYANCE

HUNTER

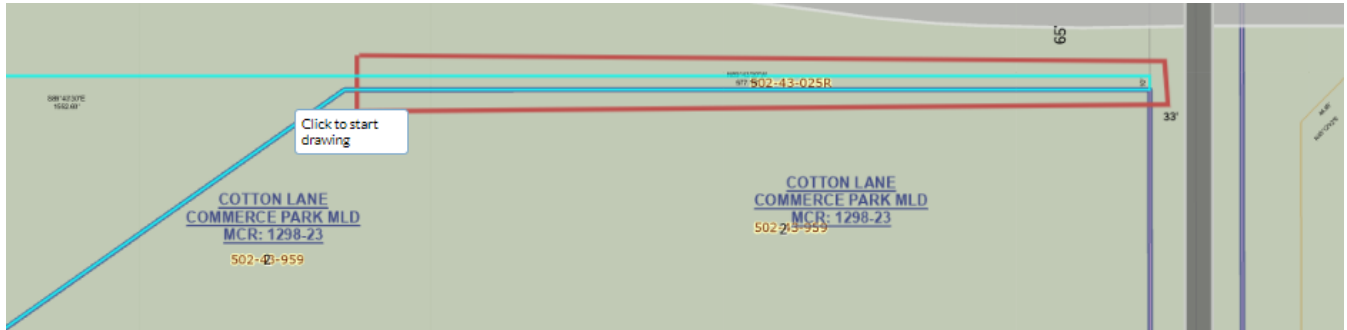
ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

DWG.NO. XB07
PROJ.NO. COHN001

DEPICTION OF COTTON LANE COMMERCE PARK 10' STRIP



ITEM #: 5.
DATE: 03/20/2023
AI #:1385



CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT FOR COTTON LANE COMMERCE CENTER

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

OTHER PRESENTER(S):

Martin Hazine, Hunter Engineering

SUMMARY

A Final Plat subdividing approximately 67 acres into 2 lots at the intersection of W. Elwood Street and S. Cotton Lane.

RECOMMENDATION

Approve the Final Plat for Cotton Lane Commerce Center. (Stephen 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;
2. Prior to recordation of the Final Plat for Cotton Lane Commerce Center, Owner shall submit an updated title report for the property included within such final plat (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.
3. Prior to recordation of the Final Plat, documentation acceptable to the City Attorney or his/her designee shall be provided demonstrating that the party executing the final plat is authorized to do so.
4. No building permits shall be issued for any structure within the Property until the existing water line located within the license/easement recorded in the Official Records of Maricopa County as Instrument No. 1992-0747992 has relocated, as approved on the Improvement Plans, and the existing water line license easement, recorded in the Official Records of Maricopa County as Instrument No. 1992-0747992 has been terminated.
5. Prior to recordation of the Final Plat, the resolution no. 2023-2298, authorizing the establishment of public right of way for the development of a portion of S. Cotton Lane shall be recorded with the Maricopa County Recorder.

6. Prior to recordation of the Final Plat, the resolution no. 2023-2299, approving and authorizing the execution of quit claim deed conveying remnant parcel to Cotton Lane Commerce Park, LLC, shall be executed.
7. Prior to recordation of the Final Plat, Owner is responsible for an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of S. Cotton Lane 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.
8. Prior to recordation of the Final Plat, Owner is responsible for the payment for a proportionate share of the costs for adjacent traffic signals. The payment shall be based on the actual cost of the traffic signal if it has been constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as determined by the City Engineer or designee. Owner's traffic signal obligations are as follows:
 - 25% at W. Elwood Street and S. Cotton Lane

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 El Cidro Final PAD. The El Cidro Final PAD was last amended on August 18, 2019, with City Council adoption of Ordinance No. 2018-1387.

The subject property has been previously subdivided as Lot 2 of a Minor Land Division for Cotton Lane Commerce Park, recorded on November 15, 2016, with Maricopa County Recorder number 2016083031, Book 1298 Page 23.

STAFF ANALYSIS

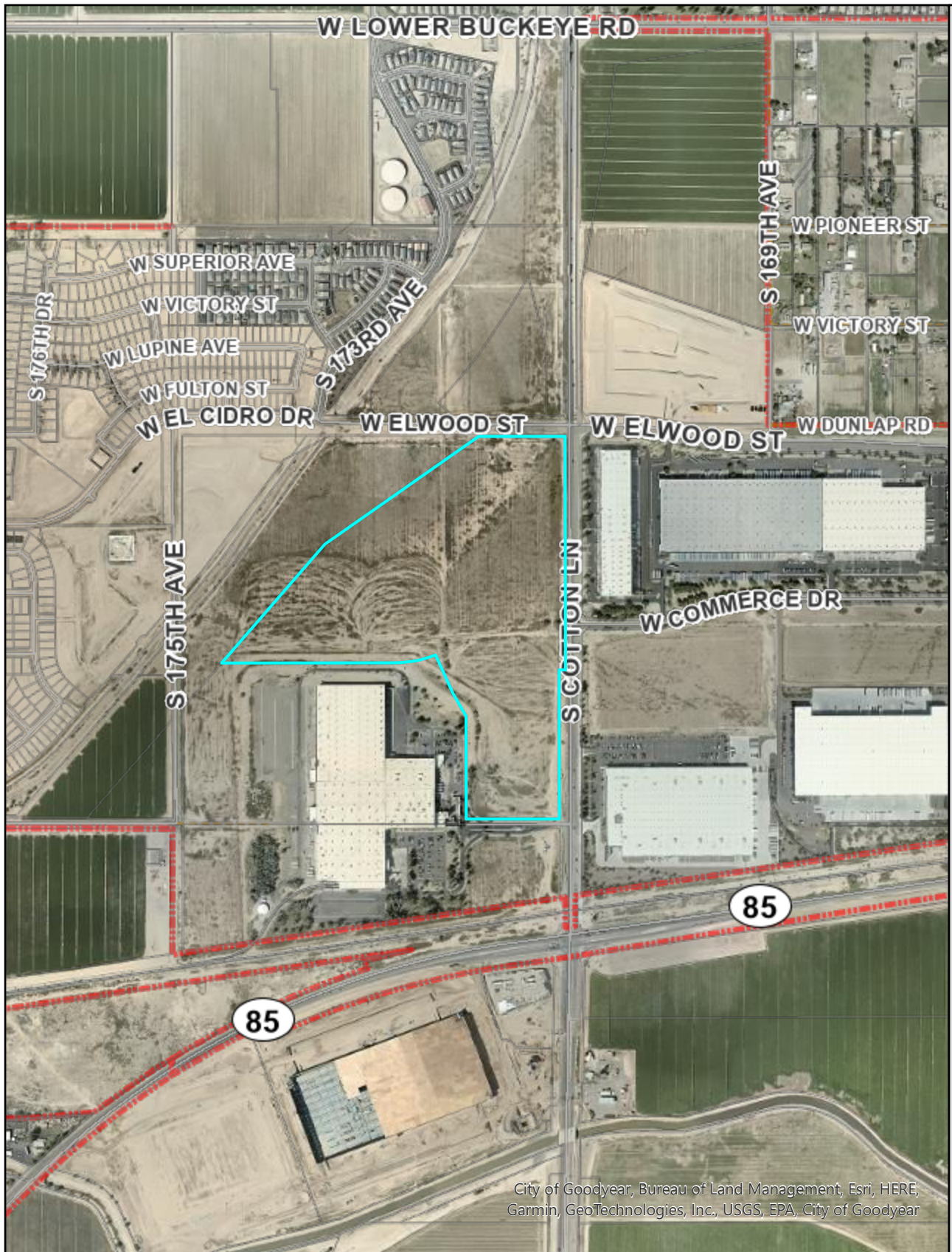
The proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the technical requirements of the city's subdivision regulations and engineering standards, and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

Attachments

Aerial Photo
Final Plat

Name of Map: City of Goodyear

Description: Cotton Lane Commerce Park



City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, City of Goodyear

City of Goodyear

FINAL PLAT

FOR

COTTON LANE COMMERCE PARK

SWC ELWOOD STREET AND COTTON LANE

GOODYEAR, ARIZONA

A RE-PLAT OF LOT 2 OF A MINOR LAND DIVISION OF COTTON LANE COMMERCE PARK, AS RECORDED IN BOOK 1298 OF MAPS, PAGE 23 OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION:

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

KNOW ALL MEN BY THESE PRESENTS:

THAT COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF A FINAL PLAT FOR COTTON LANE COMMERCE PARK LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY DEDICATES AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE PORTION OF PROPERTY IDENTIFIED AS "R/W DEDICATED HEREON" AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY DEDICATES TO THE CITY OF GOODYEAR PERPETUAL PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER ALL AREAS WITHIN LOTS 2A & 2B IDENTIFIED AS "P.U.E. DEDICATED HEREON" AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING, AND REPLACING, PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING, AND REPLACING, PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS LOCATED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY DEDICATES TO THE CITY OF GOODYEAR PERPETUAL SIDEWALK EASEMENTS ON, OVER AN ACROSS ALL AREAS WITHIN LOTS 2A & 2B IDENTIFIED AS "SIDEWALK EASEMENT DEDICATED HEREON" AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES ("SIDEWALK EASEMENT AREAS"). SUCH SIDEWALK EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC SIDEWALKS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE SIDEWALK EASEMENT AREAS. THE SIDEWALK 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 SIDEWALK EASEMENT AREAS.

COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITEES WATERLINE EASEMENT AND ACCESS EASEMENTS UPON, OVER, ACROSS AND UNDER ALL AREAS WITHIN LOT 2B IDENTIFIED AS "WATERLINE EASEMENT DEDICATED HEREON" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATERLINE AND ACCESS EASEMENT AREAS"). THE WATERLINE AND ACCESS EASEMENTS DESCRIBED HEREIN ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATERLINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WATER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATERLINE AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATERLINE AND ACCESS EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATERLINE AND ACCESS EASEMENT AREAS AND THE WATERLINE AND ACCESS EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. BECAUSE THE WATER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT-OF-WAY, OWNER AGREES TO INSTALL, MAINTAIN, REPAIR, AND REPLACE, PURSUANT TO PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE, IMPROVEMENTS UPON, OVER AND ACROSS THE WATERLINE AND ACCESS EASEMENT AREAS AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO WATER FACILITIES (THE "ACCESS FACILITIES"), AND OWNER SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS. 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 WATERLINE AND ACCESS EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WATERLINE AND ACCESS EASEMENT AREAS

COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY, THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE CITY OF GOODYEAR, THIRD PARTIES PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY IN THIS FINAL PLAT, AND FOR USE BY ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES A NON-EXCLUSIVE ACCESS EASEMENT OVER, ACROSS AND THROUGH THOSE AREAS WITHIN LOTS 2A AND 2B IDENTIFIED AS "CLOP PRIVATE ACCESS" ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "EMERGENCY ACCESS EASEMENT AREA") FOR THE PURPOSES OF PROVIDING RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS PROVIDING OR PERFORMING GOVERNMENTAL SERVICES, EMERGENCY SERVICES, SERVICES ON BEHALF OF THE CITY OF GOODYEAR, INCLUDING REFUSE COLLECTION, AND/OR PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY OF GOODYEAR IN THIS FINAL PLAT. THE NON-EXCLUSIVE ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE EMERGENCY ACCESS EASEMENT AREA.

COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OWNER COVENANTS TO THE CITY OF GOODYEAR AND AGREES AS FOLLOWS:

IN WITNESS THEREOF, _____, AS OWNER COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED HIS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED.

BY: _____

NAME: _____ ITS: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

ON THIS _____ DAY OF _____, 2023 BEFORE ME, THE

UNDERSIGNED, PERSONALLY APPEARED _____, WHO

ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF COTTON LAND COMMERCE PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

LENDER CONSENT AND SUBORDINATION:

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

THE UNDERSIGNED, AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AT DOCUMENT NO. 20220176348, DATED FEBRUARY 25, 2022, ENCUMBERING ALL OR PART OF THE PROPERTY SUBJECT TO THIS FINAL PLAT, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS SUBDIVISION PLAT AND DOES HEREBY RELEASE FROM THE LIEN OF THE DEED OF TRUST THAT PORTION OF THE PROPERTY CONVEYED AND DEDICATED AS SHOWN ON THIS SUBDIVISION PLAT AND DOES HEREBY SUBORDINATE THE LIEN OF THE DEED OF TRUST TO THE EASEMENTS DEDICATED AND GRANTED HEREIN AS SHOWN ON THIS SUBDIVISION PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED AND SHALL NOT IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AT DOCUMENT NO. 20220176348.

DATED: _____

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION

BY: _____ NAME: _____ ITS: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

ON THIS _____ DAY OF _____, 2023 BEFORE ME, THE

UNDERSIGNED, PERSONALLY APPEARED _____, WHO

ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SHEET INDEX:

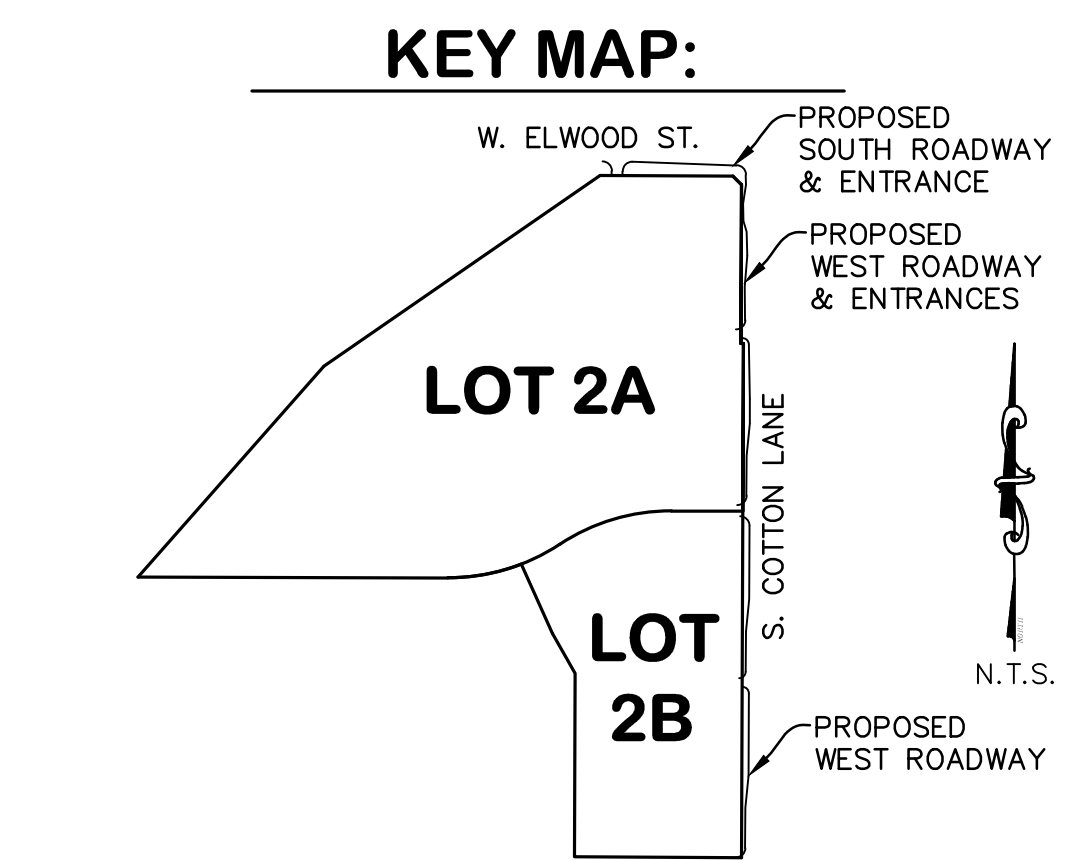
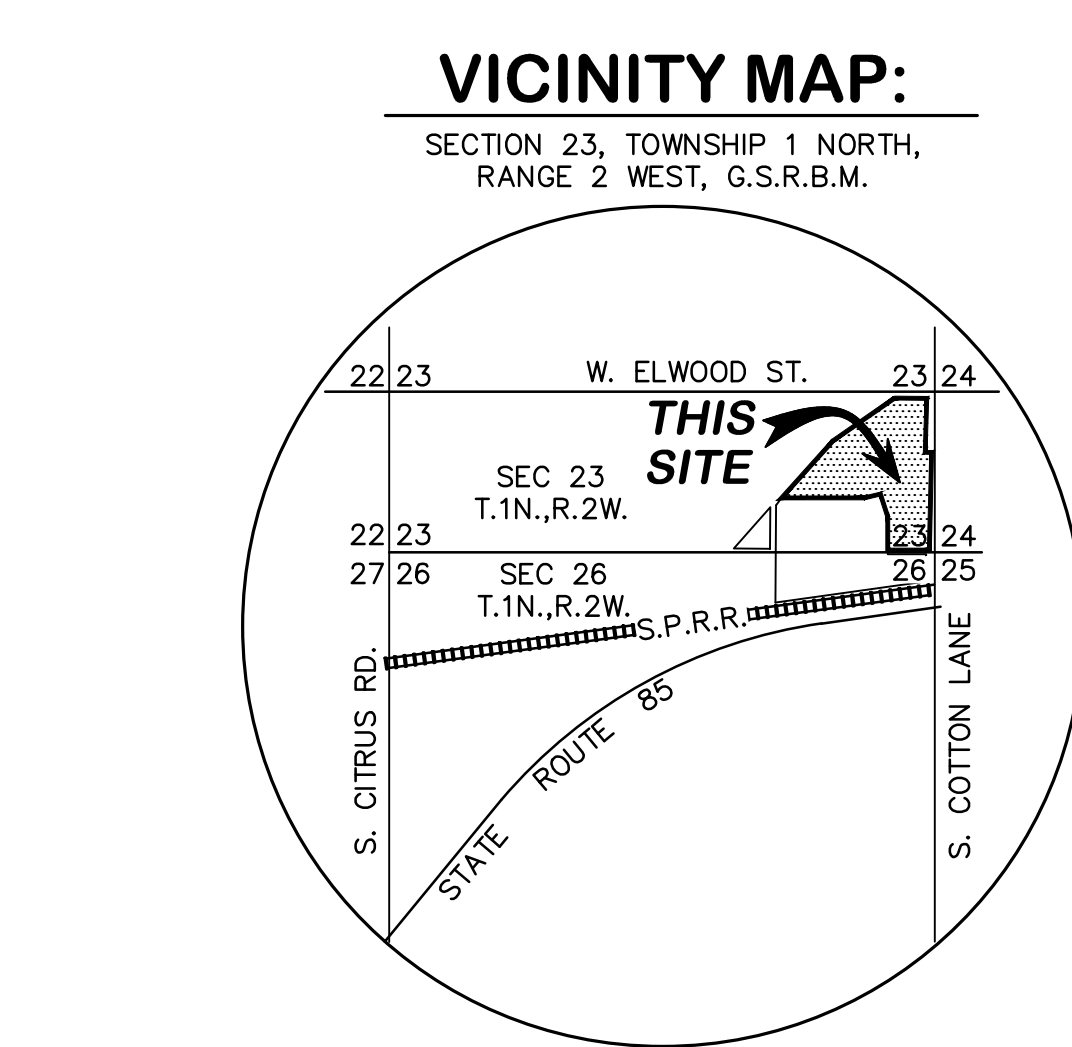
SHEET 1.....COVER SHEET
SHEET 2.....NOTES
SHEET 3.....PLAT MAP

LOT AREAS:

LOT 2A: 47.445 AC.± (2,066,670 S.F.)±
LOT 2B: 19.352 AC.± (842,973 S.F.)±
TOTAL: 66.797 AC.± (2,909,677 S.F.)±

UTILITIES:

WATER CITY OF GOODYEAR
SEWER CITY OF GOODYEAR
TELEPHONE CENTURY LINK
ELECTRIC ARIZONA PUBLIC SERVICE
CABLE TV COX COMMUNICATIONS
GAS SOUTHWEST GAS
IRRIGATION ROOSEVELT IRRIGATION



OWNER:

COTTON LANE COMMERCE PARK LLC
2575 EAST CAMELBACK ROAD,
SUITE 400 | PHOENIX, AZ 85016
T 602.635.4462
COLLIN WEISENBURGER
DEVELOPMENT MANAGER
CWEISENBURGER@TRAMMELLCROW.COM
WWW.TRAMMELLCROW.COM/PHOENIX

SURVEYOR:

HUNTER ENGINEERING, INC.
10450 N. 74th STREET SUITE 200
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JERRY D. HEATH JR.

LAND SURVEY CERTIFICATION:

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH 2022; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT IT MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS; 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.

REGISTERED LAND SURVEYOR #45835

DATE: MARCH 10, 2023

FINAL PLAT APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA

THIS _____ OF _____, 2023.

BY: _____ DATE: _____

JOE PIZZILLO MAYOR

BY: _____ DATE: _____

DARCIE MCCrackEN CITY CLERK

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA

THIS _____ OF _____, 2023.

BY: _____ DATE: _____

SUMMET MOHAN, CITY ENGINEER

NO.	DATE	REVISION	BY

PURPOSE: FINAL PLAT

DRAWN BY: PJE
CHECKED BY: JAB

HUNTER
ENGINEERING

CIVIL AND SURVEY

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991

FINAL PLAT

FOR

COTTON LANE COMMERCE PARK

A RE-PLAT OF LOT 2 OF A MINOR LAND DIVISION OF COTTON LANE COMMERCE PARK, AS RECORDED IN BOOK 1298 OF MAPS, PAGE 23 OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 23
TWSHP: 1N
RANGE: 2W

JOB NO.: COHN001-FP

SCALE
N.T.S.

SHEET
1 OF 3

NOTES:

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

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

IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS.

IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMP, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.

a. 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.

b. 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.

c. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.

d. 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 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 PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.

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 69KV AND LARGER.

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

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

13. 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.

14. THE CITY APPROVAL IS FOR GENERAL LAYOUT IN THE RIGHT-OF WAY THIS APPROVAL IS VALID FOR A PERIOD OF ONE YEAR. CONSTRUCTION PERMITS SHALL BE OBTAINED DURING THIS PERIOD OR THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND APPROVAL.

15. RIGHT-OF-WAY IMPROVEMENTS SHALL NOT BE ACCEPTED UNTIL "AS-BUILT" PLANS HAVE BEEN SUBMITTED AND APPROVED BY THE CITY. (SEE AS-BUILT REQUIREMENTS)

THE PRIVATE ACCESS STREETS SHOWN AS "CLCP WAY PRIVATE ACCESS" AS RECORDED IN DOCUMENT NO. 20160859598, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA ARE TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION (POA) AFTER THIS PLAT IS RECORDED, THE CITY OF GOODYEAR WILL NOT ACCEPT DEDICATION OF THE STREET MAINTENANCE RESPONSIBILITIES UNLESS ALL STREET IMPROVEMENTS AND RIGHTS-OF-WAY MEET CURRENT APPLICABLE CITY STANDARDS.

LEGAL DESCRIPTION:

LOT 2, COTTON LANE COMMERCE PARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1298 OF MAPS, PAGE 23.

AND

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23, MARKED BY A BRASS CAP FLUSH STAMPED "CITY OF GOODYEAR 2008 RLS #35832" FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 23, MARKED BY A BRASS CAP IN HANDHOLE STAMPED "MARICOPA HIGHWAY DEPT. BEARS SOUTH 0°11'30" WEST, A DISTANCE OF 2644.54 FEET;

THENCE SOUTH 0°11'30" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 75.00 FEET TO A POINT ON A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 89°43'24" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 116.70 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING NORTH 89°43'24" WEST, ALONG SAID PARALLEL A DISTANCE OF 493.59 FEET;

THENCE NORTH 55°21'19" EAST, A DISTANCE OF 17.47 FEET TO A POINT ON A LINE 65.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 89°43'24" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 469.21 FEET;

THENCE SOUTH 44°53'51" EAST A DISTANCE OF 14.19 FEET TO THE POINT OF BEGINNING.

FEMA NOTES:

THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C 2145LM (EFFECTIVE REVISED DATE SEPTEMBER 18, 2020), DESIGNATES THE PROPERTY WITHIN FLOOD HAZARD ZONE X.

ZONE: X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

BASIS OF BEARING:

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 00°11'30" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF BROADWAY INDUSTRIAL PARK, RECORDED IN BOOK 1112, PAGE 1, MARICOPA COUNTY RECORDS, ARIZONA.

LEGEND:

- △ PK/WASHER
- ▣ BRASS CAP IN HANDHOLE
- FOUND AS NOTED
- ⊙ BRASS CAP FLUSH
- SET REBAR & CAP STAMPED "RLS 29865"
- R/W RIGHT-OF-WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- SIDEWALK & P.U.E. LINES
- - - - - EXISTING EASEMENT LINE
- PLAT BOUNDARY LINE

MONUMENT DESCRIPTIONS:

- 1 E. 1/4 COR. SEC. 23, T.1N., R.2W. FOUND BRASS CAP FLUSH STAMPED "CITY OF GOODYEAR 2008 RLS #35832"
- 2 FOUND CITY OF GOODYEAR BRASS CAP FLUSH STAMPED RLS #35832
- 3 S.E. COR. SEC. 23, & N.E. COR. SEC. 26, N.W. COR. SEC. 25, & S.W. COR. SEC. 24, T.1N., R.2W. FOUND BRASS CAP IN HANDHOLE STAMPED "MARICOPA HIGHWAY DEPT. 2008 RLS 42937"
- 5 S. 1/4 COR. SEC. 23, & N. 1/4 COR. SEC. 26, T.1N., R.2W. FOUND CITY OF GOODYEAR BRASS CAP IN HANDHOLE
- 6 CENTER SEC. 23, T.1N., R.2W. FOUND IRON REBAR W/NO I.D.
- 7 S.W. COR. SEC. 23, & N.W. COR. SEC. 26, T.1N., R.2W. FOUND MCHD BRASS CAP IN HANDHOLE
- 8 FOUND IRON BAR & CAP STAMPED RLS #22782

EXISTING EASEMENTS:

- 1 DRAINAGE ESMTS. PER DOC NO. 20160859598, M.C.R.
- 2 CLCP WAY PRIVATE ACCESS PER DOC NO. 20160859598, M.C.R.
- 3 WATER & SEWER ESMT. PER DOC 20160859598, M.C.R.
- 4 RETENTION ESMT. PER DOC NO. 20160859598, M.C.R.

NO.	DATE	REVISION	BY

PURPOSE:
FINAL PLAT

DRAWN BY: JDH
CHECKED BY: JAB

HUNTER
ENGINEERING

CIVIL AND SURVEY

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986



FINAL PLAT
FOR
COTTON LANE COMMERCE PARK
A RE-PLAT OF LOT 2 OF A MINOR LAND DIVISION OF COTTON LANE COMMERCE PARK, AS RECORDED IN BOOK 1298 OF MAPS, PAGE 23 OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 23
TWNHP: 1N
RANGE: 2W

JOB NO.:
COHN001-FP

SCALE
N. T. S.

SHEET
2 OF 3

ITEM #: 6.
DATE: 03/20/2023
AI #:1266



CITY COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR LA PRIVADA PARCELS 1, 2, 4, 5 and 6

STAFF PRESENTER(S): Christian M. Williams, Principal Planner

SUMMARY

Preliminary Plat for La Privada Parcels 1, 2, 4, 5 and 6 subdividing approximately 153.5 acres of the approximate 240.32 acres rezoned by Ordinance No.2021-1505 into 601 lots, 55 tracts and 1 parcel. (The property rezoned by Ordinance 2021-1505 is referred to as the "La Privada Property" and the portion of the La Privada Property included within the Preliminary Plat for La Privada Parcels 1,2, 4, 5 and 6 is referred to as the "Property").

RECOMMENDATION

Approve the Preliminary Plat for La Privada Parcels 1, 2, 4, 5 and 6, subdividing approximately 153.5 acres into 601 lots, 55 tracts and 1 parcel (the "Property"), subject to stipulations and grant the City Engineer or his designee the ability to modify stipulations to provide that the modifications are consistent with the intent of the stipulations being modified and are not inconsistent with the terms of any other document adopted by the Goodyear City Council related to the development of the La Privada Property. (Christian M. Williams, Principal Planner)

STIPULATIONS

1. 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 open space areas; common areas, and all amenities and enhancements described in Ordinance 2021-1505, 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 the 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 including all or part of the Property indicating HOA ownership and/or maintenance responsibilities of these private tracts and public rights-of-way landscaping as set forth herein; and

2. As a condition of the rezoning of the La Privada Property, Owner/Developer is required to construct a 6.5-acre centralized park located at the heart of the Property that provides

localized usable active open space area and that includes all of the following resident and recreational amenities:

- An outdoor community center that provides a covered and connected community space that surrounds a centralized event lawn on three sides. The outdoor community center shall not be a ramada structure, but shall be designed to feel like a unified outdoor building. The back side of the community center (i.e. the side not adjacent to the centralized event lawn) shall be constructed to have the feel of a solid wall but does not have to be a solid wall. The outdoor community center shall be designed to provide areas that are separated from one another that allow for small and large group gatherings and/or that provide for entertainment activities such as ping pong, pool, and areas to play board games;
- Shaded or trellised areas with seating, which shall be clustered adjacent to the community center and/or centralized event lawn;
- Areas for activities such as cornhole, bocce ball and the like, which shall be located adjacent to the community center and/or centralized event lawn;
- Kitchen preparation facilities with a built-in counter top sink and a minimum of two gas barbecue grills, which can be located either within the outdoor community center or under a shaded or trellised structure;
- A splash pad fountain with shaded perimeter seating;
- An area with a fireplace and fire pits that provides for seating;
- Sports courts such as basketball courts, tennis courts, pickleball courts and the like, which shall be located adjacent to the Outdoor Community Center and/or centralized event lawn;
- A multi-use turf field;
- Amphitheater seating;
- 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 sole discretion, that the alternatively proposed resident and recreational amenities shall collectively be of an equal or greater quality to those described above; and

The location of centralized park is not located within the Property, but is anticipated to be located within Tract 3-A reflected on the Preliminary Plat for La Privada Parcels 3 & 7 approved by the Goodyear City Council on September 27, 2021. 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 6.5-acre centralized park described herein has been 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. A raised and landscaped median island, which shall be owned by the City but maintained by the HOA, shall be constructed within 183rd Avenue in front of the centralized park and community center. The HOA shall be responsible for maintaining the median and landscaping pursuant to terms and conditions approved by the City Attorney or designee; and

4. As a condition of the rezoning of the La Privada Property, Owner/Developer shall construct an 8-foot decomposed granite bridle/equestrian trail along the eastern boundary of the Property. The bridle/equestrian trail shall be owned and maintained by the HOA that is to be formed, but shall be available for use by the general public. An easement, in a form acceptable to the City Attorney or his designee, that allows for such public use over the portion of the bridle/equestrian trail that is to be constructed as provided herein shall be dedicated to the City prior to or concurrently with the recordation of the first final plat subdividing all or part of the Property. No Certificate of Completion, Certificate of Occupancy or

Temporary Certificate of Occupancy for any structure, except for model homes, located within Parcel 1 of the Property shall be issued until the portion of the bridle/equestrian trail located within the portion the tract adjacent to Parcel 1 has been completed. No Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure, except for model homes, located within Parcel 2 of the Property shall be issued until the portion of the bridle/equestrian trail located within the portion the tract adjacent to Parcel 2 has been completed; and

5. Owner/Developer shall construct a 6-foot paved pedestrian trail/path along the western bank of the Emergency Conveyance Channel, which shall have trail markers and include fitness stations and provide a minimum of four (4) informal gathering and resting stations. The paved pedestrian trail/path along the western bank of the Emergency Conveyance Channel shall be constructed when the Emergency Conveyance Channel is constructed. The paved pedestrian trail/path along the western bank of the Emergency Conveyance Channel shall be owned and maintained by the HOA that is to be formed as described in stipulation 1 above, but shall be available for use by the general public and an easement shall be dedicated to the City of Goodyear, in a form acceptable to the City Attorney or his designee, that allows for such public use; and

6. As a condition of the rezoning of the La Privada Property, Owner/Developer is required to construct paved 5-foot wide off-street paths/trails (i.e. the trails/paths are not adjacent to public right-of-way) within the La Privada Property that interconnect the development parcels and connect all the development parcels to the 6.5-acre park located within La Privada Parcel 3 and 7 as well as the 6-foot paved pedestrian trail and the 8-foot decomposed granite bridle/equestrian trail. The paths and trails described herein shall be completed prior to the issuance of any Certificate of Completion, Certificate of Occupancy, or Temporary Certificate of Occupancy for any structure, except for model homes, within a final plat where such path or trail is to be located. The paths and trails referred to herein shall be owned and maintained by the HOA; and

7. All final plats subdividing all or part of the Property shall identify as easement areas all areas identified as "Vehicular Pavers with Concrete Banding" in the conceptual landscape plans submitted with the preliminary plat submittal documents that are located within what will be public right-of-way. These areas shall be labeled "Enhanced Pavement Easement" or "EPE") in the final plat and an easement shall be dedicated to the HOA that requires the HOA to maintain the enhanced paving improvements. All enhanced paving improvements that are to be constructed within property included in final plats subdividing all or part of the Property shall be pavers, colored concrete or stamped concrete constructed within public roadways; and

8. All final plats subdividing all or part of the Property shall identify as easement areas all areas identified as "Equestrian Trail" in the conceptual landscape plans submitted with the preliminary plat submittal documents that are located within what will be on Tract 1-A and Tract M-A. These areas shall be labeled "Equestrian Trail Easement" or "ETE") in the final plat and an easement shall be dedicated to the HOA that requires the HOA to maintain the equestrian trail and permit public access; and

9. The construction drawings for final plats subdividing all or part of the Property shall be consistent with the conceptual landscape plans submitted with the preliminary plat submittal documents, which include the following Streetscape Elements:

- a. Provide Detached Sidewalks – 5-and-one-half-foot-wide planter adjacent to all roads

in interior of the development except for minor collector roadways within the interior of the development which may have a 4-foot-wide planter adjacent to a decomposed granite path; the HOA shall maintain landscape strips (as is shown on the Preliminary Plan and Landscape Plans); and

b. Provide Additional Streetscape Elements – Decorative pavers, colored concrete and/or stamped concrete shall be used at all entryways into the development parcels off of 183rd Avenue and Lilac Street (as is shown on the Preliminary Plat and Landscape Plans) as set forth in stipulation 7 above; and

c. Provide West Goodyear Streetscape Designs –

i. Shaded agrarian seating areas shall be provided within the development (as is shown on the Preliminary Plat and Landscape Plans); and

ii. The signage at the primary and secondary entry monuments will read “West Goodyear” in a minimum of 10-inch letters (as is shown on the Preliminary Plat and Landscape Plans); and

10. Decorative pavers, colored concrete and/or stamped concrete shall be used on all driveways on all lots within the development (between the sidewalk and the house); and

11. Unless a 7.53-acre tract has been conveyed to the Liberty Elementary School District, the first final plat subdividing all or part of Parcel 1 as shown on the Preliminary Plat shall include a 7.53-acre tract or lot adjacent to the northeast corner of the 183rd Avenue and Lilac Street alignment (formerly the Harrison Street alignment), which shall not include any part of the dedicated right-of-way (the “School Site”). The final plat that includes the School Site shall include a reservation that it is to be conveyed to the Liberty Elementary School District for the development of a school unless the Liberty Elementary School District advises the City of Goodyear Zoning Administrator in writing that it does not intend to develop the tract as a school site. The final plat including the School Site shall include a temporary maintenance easement granted to the HOA that requires the HOA to maintain the site until the School Site has been conveyed to the Liberty Elementary School District or the reservation terminated. City staff shall provide the Liberty Elementary School District a copy of the recorded final plat that includes the School Site; and

12. The following shall be added as notes on each final plat that includes any portion of the Property:

a. The Property is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses and all Public Sales Report(s) applicable to any portion of the Property shall include this disclosure; and

b. 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 all Public Sales Report(s) applicable to any portion of the Property shall include this disclosure; and

c. The Property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at, or taking off from, Luke Air Force Base and all Public Sales Report(s) applicable to any portion of the Property shall include this disclosure; and

d. The HOA shall own and is responsible for 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. Notwithstanding the foregoing, any portion of the Maricopa Trail located within right-of-way conveyed to the City shall be maintained by the City; and

e. Signage shall be posted within all sales offices and, if any, all rental office offices that the Property is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; 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 subject to noise, cheering, pickleball paddles making contact with pickleballs, bouncing balls, splashes and other loud noises commonly associated with recreation centers, parks and the like; and

f. Signage shall be posted within all sales offices and, if any, all rental office offices identifying the location of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary. This display shall include a 24-inch x 36-inch map at the main entrance of such sales and rental offices and shall include the approximate locations of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary and all of the buildings on the Property; and

g. Owner shall obtain from all initial homebuyers an executed acknowledgement and waiver that runs with the land that includes the following:

i. Buyer(s) acknowledge that the lot being purchased is subject to attendant noise, vibrations, dust, and all other effects that may be caused by over flights and by the operation of aircraft landing at, or taking off from, Luke Air Force Base, and hereby releases and discharges the City of Goodyear from any liability for any and all claims for future damages to persons or property and complaints of any kind that may arise at any time in the future from the operation of such aircraft near and over the lot being purchased; and

ii. Buyer(s) acknowledge that the lot being purchased is in close proximity to agricultural uses and operations and may therefore be subject to noise, dust, and odors associated with such uses, and hereby releases and discharges the City of Goodyear from any liability for any and all claims for future damages to persons or property and complaints of any kind that may arise at any time in the future from agricultural uses and operations near the lot being purchased; and

iii. Buyer(s) acknowledge that the lot being purchased is in close proximity recreational amenities that are subject to noise, cheering, pickleball paddles making contact with pickleballs, bouncing balls, splashes and other loud noises commonly associated with recreation centers, parks and the like and hereby releases and discharges the City of Goodyear from any liability for any and all claims for future damages to persons or property and complaints of any kind that may arise at any time in the future from recreational uses and operations near the lot being purchased; and

h. Owner who rents more than one residential unit within the Property shall obtain an executed acknowledgment from each tenant in which the tenant acknowledges that the residential unit they are renting is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; 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 subject to noise, cheering, pickleball paddles making contact with pickleballs, bouncing balls, splashes and other loud noises commonly associated with recreation centers,

parks and the like; and

13. The placement, design, construction and maintenance of all walls and fencing within the subdivision shall be in accordance with Article 5-2 (Walls, Fences) of the city of Goodyear Zoning Ordinance. If provided, walls and fences shall have a maximum height of eight feet. Retaining walls, if constructed, shall be included in the calculation for maximum height; and

14. Prior to recordation of the first final plat subdividing all or part of the Property, if not already paid to the City, Owner shall remit a cost recovery payment to the City in the amount of \$231,022.18 pursuant to the Cost Recovery Resolution of Intention No. 06-1064 as amended by Resolution No. 14-1621 and Resolution No. 16-1747 (the "Cost Recovery Resolution – Water Delivery Lines") for regional water delivery line E that has been fully constructed and regional water delivery line F that has been partially constructed. No building permits for any structures within the Property shall be issued until this payment has been received by the City; and

15. Prior to recordation of the first final plat subdividing all or part of the Property, if not already paid to the City, Owner shall remit a cost recovery payment to the City in the amount of \$1,586,284.03 pursuant to the Cost Recovery Resolution of Intention No. 06-1065 as amended by Resolution No. 14-1622 and Resolution No. 16-1748 (the "Cost Recovery Resolution – Wastewater Trunk Lines") for regional wastewater lines B, E, I, J and K that have been fully constructed. No building permits for any structures within the Property shall be issued until this payment has been received by the City; and

16. Unless the following water lines and wastewater lines have been fully constructed or are under construction by others when the first final plat subdividing all or part of the Property is recorded, Owner/Developer shall construct and/or complete the construction of the following water delivery lines identified in the Cost Recovery Resolution – Water Delivery Lines as benefitting the La Privada Property and the following wastewater trunk lines identified in the Cost Recovery Resolution – Wastewater Trunk Lines as benefitting the La Privada Property:

a. Construct Wastewater Trunk Line N

Regardless of who is constructing the foregoing water delivery lines and wastewater trunk line, no building permits for any structures within the Property shall be issued until all of the foregoing water delivery lines and wastewater trunk line have been completed and accepted by the City Engineer of his designee subject to completion of the two-year warranty period; and

17. If Wastewater Trunk Line N has been or is being constructed by others when the first final plat subdividing all or part of the Property is to be recorded, if not already paid to the City, Owner shall make a cost recovery payment for its proportionate share of the costs of Wastewater Trunk Line N pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines prior to the recordation of the first final plat subdividing all or part of the Property. The amount of the cost recovery payment owed shall be based on the actual cost of Wastewater Trunk Line N if it has been completed and the actual cost of the Wastewater Line documented and approved by the City Engineer. If Wastewater Trunk Line N is under construction but has not been completed, or if the actual cost of Wastewater Trunk Line N has not been documented and approved by the City Engineer, the amount of the cost recovery payment shall be \$644,282.70, which is the amount reflected in the Cost Recovery Resolution – Wastewater Trunk Lines as the proportionate share of Wastewater Trunk Line N attributable to the La Privada Property. No building permits for any structures within the Property shall be

issued until this payment has been received by the City; and

18. If Water Delivery Line C has been or is being constructed by others when the first final plat subdividing all or part of the Property is to be recorded, if not already paid to the City, Owner shall make a cost recovery payment for its proportionate share of the cost of Water Delivery Line C pursuant to the Cost Recovery Resolution – Water Delivery Lines prior to the recordation of the first final plat subdividing all or part of the Property. The amount of the cost recovery payment owed shall be based on the actual cost of Water Delivery Line C if it has been completed and the actual cost of the Water Delivery Line C documented and approved by the City Engineer. If Water Delivery Line C has not been completed, or if the actual cost of Water Delivery Line C has not been documented and approved by the City Engineer, the amount of the cost recovery payment shall be \$149,469.09, which is the amount reflected in the Cost Recovery Resolution – Water Delivery Lines as the proportionate share of Water Delivery Line C attributable to the La Privada Property. No building permits for any structures within the Property shall be issued until this payment has been received by the City; and

19. If Water Delivery Line D has been or is being constructed by others when the first final plat subdividing all or part of the Property is to be recorded, if not already paid to the City, Owner shall make a cost recovery payment for its proportionate share of the cost of Water Delivery Line D pursuant to the Cost Recovery Resolution – Water Delivery Lines prior to the recordation of the first final plat subdividing all or part of the Property. The amount of the cost recovery payment owed shall be based on the actual cost of Water Delivery Line D if it has been completed and the actual cost of the Water Delivery Line D documented and approved by the City Engineer. If Water Delivery Line D has not been completed, or if the actual cost of Water Delivery Line D has not been documented and approved by the City Engineer, the amount of the cost recovery payment shall be \$272,096.31, which is the amount reflected in the Cost Recovery Resolution – Water Delivery Lines as the proportionate share of Water Delivery Line D attributable to the La Privada Property. No building permits for any structures within the Property shall be issued until this payment has been received by the City; and

20. Owner/Developer is responsible for constructing all drainage facilities required to convey, retain, and/or otherwise dispose of on-site storm-water run-off and storm-water run-off from adjacent streets and all drainage facilities required to convey and dispose of off-site storm water run-off from north of the La Privada Property as generally described in that certain document titled La Privada Conceptual Drainage Map declared a Public Record by Resolution No. 2021-2165, and which is referred to and made a part hereof as if fully set forth herein (the "Drainage Map"), including an Emergency Conveyance Channel through the La Privada Property that is approximately 95-feet wide. Owner/Developer shall complete the Emergency Conveyance Channel, prior to the issuance of any Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure, except for model homes, within the Property. The drainage facilities, including the Emergency Conveyance Channel, shall be owned and maintained by the HOA; and

21. Prior to recordation of the first final plat subdividing all or part of the Property, Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the entire La Privada Property zoned by Ordinance 2021-1505 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; and

22. All enhanced pavement and landscaping within the City of Goodyear right of way shall be within an Enhanced Pavement Easement, in which the HOA shall have the responsibility to

maintain, and shall be noted on the Tract Table in the Final Plat; and

23. Prior to recordation of the first final plat subdividing all or part of the Property within the Pre-plat, Owner shall provide the City, at no cost to the City, and in a form approved by the City Attorney or designee, a utility and access easement along the north half of the W. Lilac Street alignment (formerly known as W. Harrison) for a public water line Owner is required to construct; and

24. The owner shall dedicate by separate instrument any drainage easements necessary to accommodate interim drainage conditions due to phasing of the development. All drainage easements required with development shall be recorded prior to the Final Plat recordation that triggers the need for the required easements; and

25. Owner/Developer shall construct full half-street improvements required for a Major Arterial as set forth in the Engineering Design Standards and Policies in effect at the time of construction for the section of S. Perryville Road along or abutting the western boundary of the Property, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Perryville Road Improvements"). Except as otherwise provided in a written development agreement approved by Council or a written phasing plan approved by the City Engineer or his designee, the Perryville Road Improvements shall be completed prior to the issuance of any Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure, except for model homes, within the Property; and

26. Owner shall remit to the City an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of S. Perryville Road along or adjacent to the frontage of the Property. The in-lieu payment for the median and median landscaping shall be based on the actual cost of the full median and full median landscaping if completed or 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 final plat subdividing all or part of the Property; and

27. Owner/Developer shall construct full half-street improvements required for a Minor Collector as set forth in the Engineering Design Standards and Policies in effect at the time of construction for the south half of the section of Lilac Street (formerly W. Lilac Street) along or abutting the Property (i.e. between Perryville Road and 183rd Avenue), including, but not limited to, pavement, curb and gutter, landscaping, sidewalks, street frontage landscape and landscape irrigation, and street lighting, and Owner/Developer shall construct additional improvements to the north half of the section of W. Harrison Street between Perryville Road and 183rd Avenue identified in a Traffic Impact Analysis approved by the City Engineer or his design as being needed to accommodate the traffic that will be generated by the development of the Property (collectively the "Harrison Street Improvements"). Except as otherwise provided in a written development agreement approved by Council or a written phasing plan approved by the City Engineer or his designee, all of the Harrison Street Improvements (i.e. between Perryville Road and 183rd Avenue) shall be completed prior to the issuance of any Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure, except for model homes, within the areas identified as Parcels 1, 2, 4, 5, and 6 in the Land Use; and

28. Owner/Developer shall construct full street improvements (i.e. improvements to the east and west sides of 183rd Avenue) required for a Minor Collector, as set forth in the Engineering

Design Standards and Policies in effect at the time of construction, for the section of 183rd Avenue located within the Property (i.e. between Yuma Road and Harrison Street), including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "183rd Avenue Improvements"). Except as otherwise provided in a written development agreement approved by Council or a written phasing plan approved by the City Engineer or his designee, the 183rd Avenue Improvements shall be completed prior to the issuance of any Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure, except for model homes, within the Property; and

29. Prior to recordation of a final plat that includes any portion of Parcels 2, 4 or Parcel 5, Owner shall make an in-lieu payment for 25% of the full traffic signal (all four legs) at S. Perryville Road and Lilac (formerly W. Harrison Street). The in-lieu payment shall be based on the actual cost of the traffic signal if it has been constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as determined by the City Engineer or designee; and

30. In addition to the constructing the specific infrastructure identified in the stipulations herein, Owner/Developer shall construct, at no cost to the City, all public infrastructure improvements: (i) needed for the city to provide water and wastewater services to the Property and (ii) required to be constructed 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; and

31. Owner shall dedicate, at no cost to the City, all rights-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, including rights-of-way and/or easements needed for the construction of any regional water delivery lines identified in the Cost Recovery Resolution – Water Delivery Lines as benefitting the Property and/or for the construction identified in the Cost Recovery Resolution – Wastewater Trunk Lines as benefitting the Property (iii) 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; (iv) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (v) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (vi) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vii) 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 at the earlier of the following: (i) prior to or concurrent with recordation of a final plat that includes the area in which the portion of the Property to be dedicated is located or (ii) prior to the issuance of any construction permit, including grading

permits, for work of any public infrastructure Owner/Developer is required to construct; and

32. Owner shall comply with any and all Development Agreements that apply to the development of the Property in whole or in part and shall remit all payments owed pursuant to the terms of any and all Development Agreements in effect at the time of development that apply to the development of the Property in whole or in part; and

33. In addition to compliance with the stipulations set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the City of Goodyear subdivision regulations, the City of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and

34. Prior to the issuance of the first Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property, all existing above ground utilities, except for electric lines that are 69kV or larger, located within and adjacent to the Property, including but not limited to, cable and electrical utilities, shall be placed underground at no cost to the City.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

On July 19, 2021, the City Council adopted Ordinance No. 2021-1505 rezoning approximately 240.32 Acres generally located at the northwest corner of 181st Avenue and Yuma Road (the "La Privada Property") to R1-4 (Single Family Detached) Zoning District with R1-4 Reduced Development Standards and a PAD Overlay for a development to be known as La Privada, which designated the parcels for single-family residential uses.

STAFF ANALYSIS

Current Policy:

Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. The required reports and studies submitted in connection with the application for the preliminary plat have been approved and demonstrate compliance with applicable subdivision regulations and design principals and the proposed preliminary plat demonstrates compliance with the property's zoning, public objectives, subdivision design principles and

standards, and streets and thoroughfare planning, including open space requirements. An approved preliminary plat shall expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the Property or an extension has been obtained.

Details of the Request:

This parcel consists of subdividing approximately 87.82 acres into 284 lots and 28 tracts. One of the tracts will contain the centralized park located at the heart of the Property.

Existing land uses and zoning surrounding the subject property include the following:

- North – Vacant land zoned R1-4 with R1-4 Reduced Standards/La Privada PAD Overlay, vacant land zoned PAD for Amber Meadows residential community;
- South – County island, largely vacant agricultural lands (largely zoned RU-43/city equivalent to AU (Agricultural Urban)), Vacant land zoned R1-4 with R1-4 Reduced Standards/La Privada PAD;
- East – County island, homes and vacant agricultural lands (largely zoned RU-43/city equivalent to AU (Agricultural Urban));
- West –County island, largely vacant agricultural lands (largely zoned RU-43/city equivalent to AU (Agricultural Urban)), vacant land zoned PAD for Amber Meadows residential community;

Luke Air Force Base and Phoenix Goodyear Airport:

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 thus disclosure statements shall be required as a condition of approval.

Fire Department:

Fire station response times 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
Fire Station #184	5.41	2.71	7.83	3.91	Fire Station #185	14.36	7.18	16.78	8.39

Police Department:

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

Water/Wastewater:

The subject property will be served by city of Goodyear water and wastewater utilities.

Streets/Access:

The property will be accessed from Yuma Road and Perryville Road. The Engineering Department has created 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.

School Districts:

The subject property is located within the Liberty Elementary School District and the Buckeye Union High School District. Both school districts have been notified of the rezoning request.

Staff Findings:

The preliminary plat is consistent with the development standards established within the R1-4

(Single Family Detached) Zoning District with R1-4 Reduced Development Standards 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 by a vote of (5-0) at their regular meeting on March 8, 2023.

Attachments

Aerial Exhibit
Preliminary Plat
Landscape Plan
Presentation

Aerial Exhibit
Case No.
22-500-00002



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C:\RECK\Projects\LP_Prv_PV4684a_melcor\la_privada\relation\City\la_privada\PARCEL_124&5_V4684N-PT124&5--PPT-COV.dwg 2022-11-16 12:39PM -- mels

PARCEL 1

TRACT SUMMARY TABLE					
TRACT ID	TRACT AREA (SQ FT)	ACRES	USE	ACTIVE/PASSIVE	OWNER AND MAINTENANCE RESPONSIBILITY
TRACT 1-A	244274.31	5.61	RID, DE, LS, REC	ACTIVE	LPCA
TRACT 1-B	2259.96	0.05	LS, PUE	PASSIVE	LPCA
TRACT 1-C	24016.37	0.55	DE, LS, PUE, REC	ACTIVE	LPCA
TRACT 1-D	5856.01	0.13	LS, PUE	PASSIVE	LPCA
TRACT 1-E	2260.00	0.05	LS, PUE	PASSIVE	LPCA
TRACT 1-F	2210.00	0.05	LS, PUE	PASSIVE	LPCA
TRACT 1-G	40331.17	0.93	DE, LS, PUE	ACTIVE	LPCA
TRACT 1-H	64161.70	1.47	DE, LS, PUE, REC	ACTIVE	LPCA
TRACT M-C	66036.98	1.52	RID, LS	PASSIVE	LPCA

PARCEL 2

TRACT SUMMARY TABLE					
TRACT ID	TRACT AREA (SQ FT)	ACRES	USE	ACTIVE/PASSIVE	OWNER AND MAINTENANCE RESPONSIBILITY
TRACT 2-A	37815.91	0.87	LS, PUE, REC	ACTIVE	LPCA
TRACT 2-B	2260.00	0.05	LS, PUE	PASSIVE	LPCA
TRACT 2-C	47533.50	1.09	DE, LS, PUE	ACTIVE	LPCA
TRACT 2-D	2260.00	0.05	LS, PUE	PASSIVE	LPCA
TRACT 2-E	4655.50	0.11	LS, PUE	PASSIVE	LPCA
TRACT 2-F	1488.00	0.03	DE, LS, PUE, REC	ACTIVE	LPCA
TRACT 2-G	1543.41	0.04	LS	PASSIVE	COG/LPCA
TRACT 2-H	44577.69	1.02	DE, LS, PUE	ACTIVE	LPCA
TRACT 2-I	4655.27	0.11	LS, PUE	PASSIVE	LPCA
TRACT 2-J	6486.79	0.15	LS, PUE	PASSIVE	LPCA
TRACT 2-K	1428.38	0.03	LS, PUE	PASSIVE	LPCA
TRACT 2-L	1428.82	0.03	LS, PUE	PASSIVE	LPCA
TRACT 2-M	3456.17	0.08	LS, PUE	PASSIVE	LPCA
TRACT 2-N	13984.08	0.32	DE, LS, PUE, REC	ACTIVE	LPCA
TRACT 2-O	2109.16	0.05	LS	PASSIVE	COG/LPCA
TRACT M-A	113591.50	2.61	RID, DE, LS, REC	ACTIVE	LPCA
TRACT M-C	29891.10	0.69	RID, LS	PASSIVE	LPCA

PARCEL 4

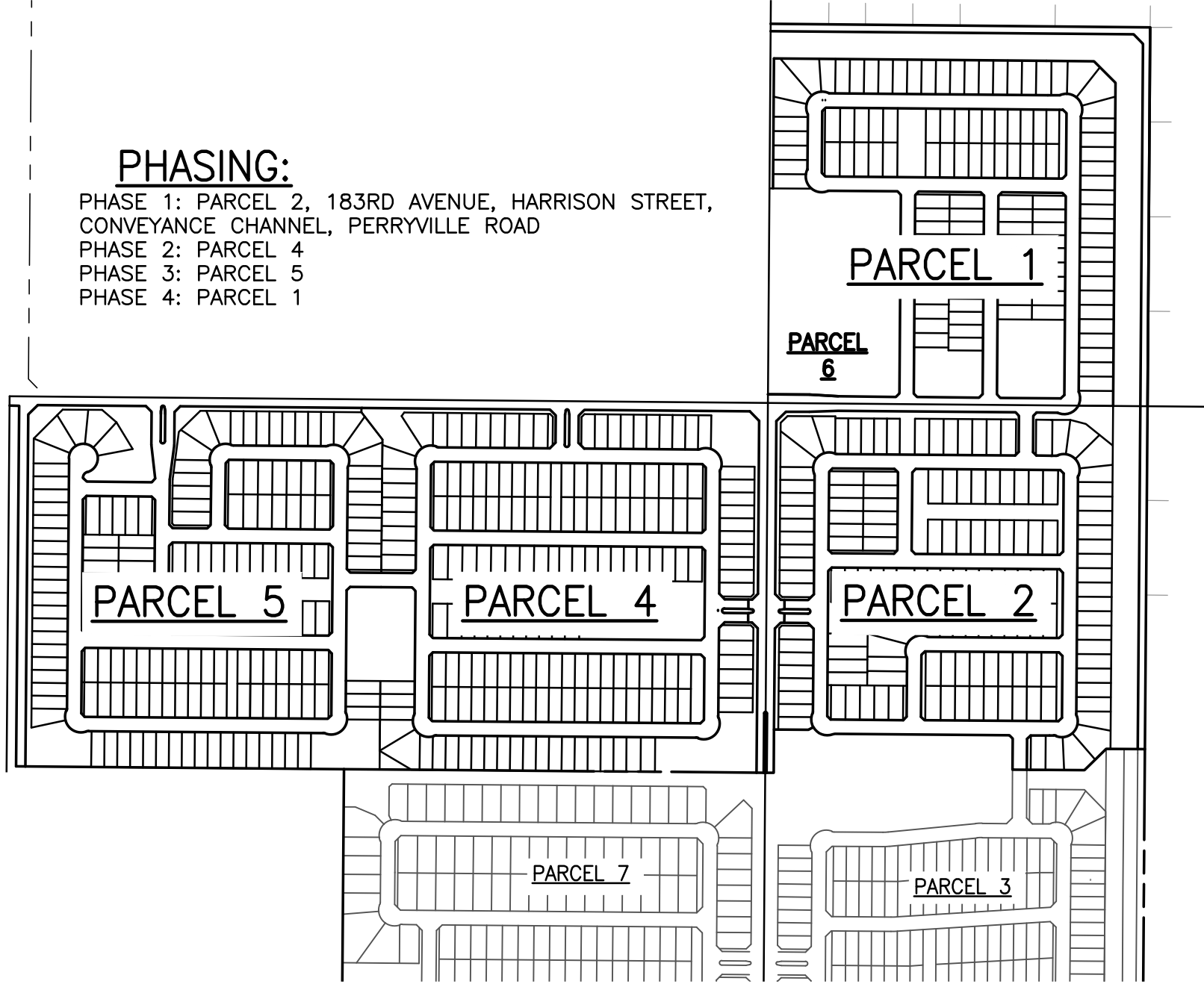
TRACT SUMMARY TABLE					
TRACT ID	TRACT AREA (SQ FT)	ACRES	USE	ACTIVE/PASSIVE	OWNER AND MAINTENANCE RESPONSIBILITY
TRACT 4-A	30169.65	0.69	DE, LS, PUE	ACTIVE	LPCA
TRACT 4-B	1850.71	0.04	LS	PASSIVE	COG/LPCA
TRACT 4-C	45725.93	1.05	DE, LS, PUE, REC	ACTIVE	LPCA
TRACT 4-D	2260.00	0.05	LS, PUE	PASSIVE	LPCA
TRACT 4-E	8853.07	0.20	DE, LS, PUE, REC	ACTIVE	LPCA
TRACT 4-F	2260.00	0.05	LS, PUE	PASSIVE	LPCA
TRACT 4-G	1130.00	0.03	LS, PUE	PASSIVE	LPCA
TRACT 4-H	141681.49	3.25	DE, LS, PUE, REC	ACTIVE	LPCA
TRACT 4-I	1545.73	0.04	LS	PASSIVE	COG/LPCA
TRACT 4-J	60304.34	1.38	DE, LS, PUE, REC	ACTIVE	LPCA
TRACT 4-K	78406.92	1.80	DE, LS, PUE, REC	ACTIVE	LPCA
TRACT 4-L	3593.93	0.08	DE, LS, PUE, REC	ACTIVE	LPCA
TRACT 4-M	2260.00	0.05	LS, PUE	PASSIVE	LPCA
TRACT 4-N	10862.94	0.25	LS, PUE	PASSIVE	LPCA

PARCEL 6

TRACT SUMMARY TABLE					
TRACT ID	TRACT AREA (SQ FT)	ACRES	USE	ACTIVE/PASSIVE	OWNER AND MAINTENANCE RESPONSIBILITY
PARCEL 6	327997.55	7.53	DE, PUE	ACTIVE	SCHOOL

PRELIMINARY PLAT
FOR
LA PRIVADA PARCELS 1, 2, 4, 5 & 6

A PORTION OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA



LOCATION MAP
1"=500'

PHASING:

PHASE 1: PARCEL 2, 183RD AVENUE, HARRISON STREET, CONVEYANCE CHANNEL, PERRYVILLE ROAD
PHASE 2: PARCEL 4
PHASE 3: PARCEL 5
PHASE 4: PARCEL 1

OWNER/ DEVELOPER

MELCOR DEVELOPMENTS ARIZONA, INC.
6930 E. CHAUNCEY LANE SUITE 135
PHOENIX, ARIZONA 85054
PHONE: (480) 699-4687
CONTACT: GRAEME MELTON
EMAIL: gmelton@melcor.ca

ENGINEER/SURVEYOR

RICK ENGINEERING COMPANY
22415 NORTH 16TH STREET
PHOENIX, ARIZONA 85024
PHONE: (602) 957-3350
CONTACT: CHRIS PATTON, P.E.
EMAIL: mfellinger@rickengineering.com

SHEET INDEX

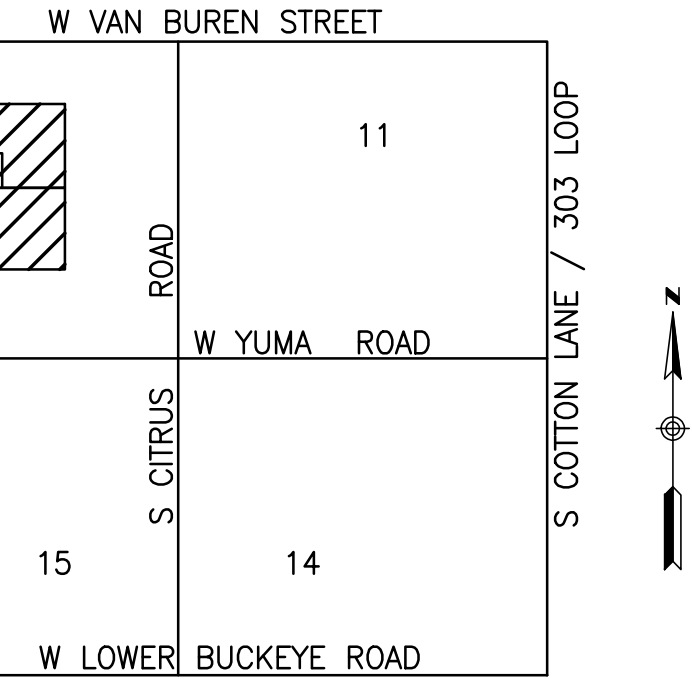
SHT NO.	DESCRIPTION
1	COVER SHEET
2	KEY MAP & NOTES
3	DATA SUMMARY & LOT SUMMARY &
4	TYPICAL SECTIONS
5	TYPICAL SECTIONS, LEGEND & ABBREVIATIONS
6	TYPICAL SECTIONS
7-10	PRELIMINARY PLAT
11-14	PRELIMINARY UTILITY PLAN
15-18	PRELIMINARY GRADING & DRAINAGE PLAN

DEVELOPMENT STANDARDS

ZONING	REDUCED R1-4
MINIMUM LOT AREA (SQ.FT)	4,000
MINIMUM LOT WIDTH (FT) (1)	40
MINIMUM LOT DEPTH (FT)	100
MINIMUM SETBACKS (FT)	
FRONT (2)	10
FRONT FACING GARAGE	20
SIDE	5
TOTAL BOTH SIDES	10
STREET SIDE (4)	10
REAR	20

- FRONT SETBACK SHALL BE MEASURED TO PATIOS, LIVABLE SPACE, AND SIDE ENTRY GARAGES.
- SETBACK FROM A PUBLIC OR PRIVATE STREET THAT IS NOT PROVIDING DIRECT VEHICULAR ACCESS TO HOMES SHALL BE 10 FEET.
- NOT APPLICABLE TO THIS PROJECT.
- WHERE A MINIMUM 10 FOOT WIDE LANDSCAPE TRACT IS PROVIDED, THE TYPICAL SIDE SETBACKS, RATHER THAN STREET SIDE SETBACK APPLIES.
- TOTAL OF BOTH SIDES SETBACK MAY BE REDUCED TO 10 FEET SUBJECT TO THE REQUIREMENTS AS PROVIDED IN SECTION 3-2-3-D OF THE GOODYEAR ZONING ORDINANCE.
NOTE: MINIMUM WIDTH IS REDUCED FROM 45 FEET TO 40 FEET AND MINIMUM LOT AREA IS REDUCED FROM 4,500 SQUARE FEET TO 4,000 SQUARE FEET AS PROVIDED IN SECTION 3-2-3-D OF THE GOODYEAR ZONING ORDINANCE.

La Privada Lot Mix, Reduced R1-4						
Parcel	Lots	45/120	45/<120	50/120	55/120	65/130
P1	119	34	9	76		
P2	146	50	19	77		
P3	145	128	17			
P4	174	119		55		
P5	162	148		14		
P6	n/a					
P7	139				82	57
Lot Type Totals	479	45	222	82	57	885
La Privada % Mix	54.12%	5.08%	25.08%	15.71%		100.00%
Zoning Minimums	35%		25%	15%		



VICINITY MAP
NTS

LANDSCAPE ARCHITECT

RICK ENGINEERING COMPANY
3945 E. FORT LOWELL RD. SUITE 111
TUCSON, ARIZONA 85712
PHONE: (520) 795-1000
CONTACT: MARK FELLINGER, L.A.
EMAIL: mfellinger@rickengineering.com

BENCHMARK

THE SOUTH QUARTER CORNER OF SECTION 10, T1N, R2W, A MARICOPA COUNTY BRASS CAP FLUSH, ELEVATION = 971.09 (NAVD 88)

THE SOUTHEAST CORNER OF SECTION 10, T1N, R2W, A MARICOPA COUNTY BRASS CAP IN HAND HOLE, ELEVATION = 973.03 (NGVD29)

PRE-PLAT UTILIZES NGVD29

BENCHMARK EQUATION

MARICOPA COUNTY BRASS CAP AT THE N 1/4 CORNER OF SECTION 15. ELEVATION = 973.18'(NAVD88)

THE SOUTH QUARTER CORNER OF SECTION 10, T1N, R2W, A MARICOPA COUNTY BRASS CAP FLUSH, ELEVATION = 971.09' (NGVD 29)

$$973.18'(\text{NAVD88}) - 971.09' (\text{NGVD 29}) = 2.09' \text{ DIFFERENCE IN FEET}$$

BASIS OF BEARING

THE BASIS OF BEARING USED FOR THIS SURVEY IS S89°30'34"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 15, T-1-N, R-2-W

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER, THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEE SHEET 2

NOTES

- OPEN SPACE AREAS TO BE MAINTAINED BY THE LA PRIVADA HOMEOWNERS ASSOCIATION.
- ALL STREETS ARE TO BE PUBLIC STREETS.
- LOT AND TRACTS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS RESERVATIONS AND EASEMENTS FOR PURPOSES SHOWN, APPROPRIATE DOCUMENTS WILL BE RECORDED WITH THE FINAL PLAT.
- THE DESIGN INTENT IS IN ACCORDANCE WITH CITY OF GOODYEAR DESIGN GUIDELINES MANUAL, ADOPTED ON JUNE 9, 2014 AND CITY OF GOODYEAR DESIGN STANDARDS AND POLICY MANUAL ADOPTED AUGUST 2017.
- THIS PROJECT IS LOCATED IN FEMA FLOOD ZONE "X". SEE MASTER DRAINAGE REPORT FOR FIRM MAP AND DRAINAGE REQUIREMENTS.
- EACH PARCEL WILL NEED TO MAINTAIN THE REQUIRED TWO POINTS OF ACCESS AND LOOPED WATER SYSTEM DURING ALL PHASES OF THE PROJECT.

UTILITY COMMITMENT TABLE

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
ELECTRIC	ARIZONA PUBLIC SERVICE COMPANY
GAS	SOUTHWEST GAS COMPANY
TELEPHONE	CENTURY LINK
SOLID WASTE DISPOSAL	CITY OF GOODYEAR
POLICE PROTECTION	CITY OF GOODYEAR
FIRE PROTECTION AND EMERGENCY SERVICES DISPATCH	CITY OF GOODYEAR
CABLE TELEVISION	COX COMMUNICATIONS



SEAL:

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PHOENIX, AZ 85024
602.957.3350
rickengineering.com

RICK
ENGINEERING COMPANY

San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

PROJECT NO: 4684N
DRAWN/DESIGNED BY: MFS/TW
NOVEMBER 2022
CHECKED BY: CGP

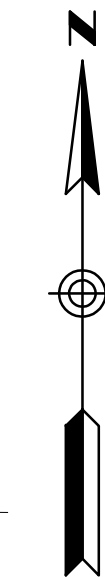
CONSTRUCTION DOCUMENTS PREPARED FOR:
LA PRIVADA PARCELS 1, 2, 4, 5 & 6
PRELIMINARY PLAT

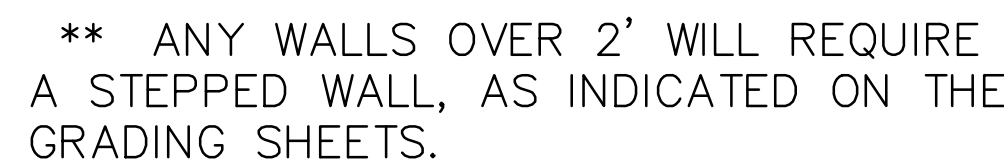
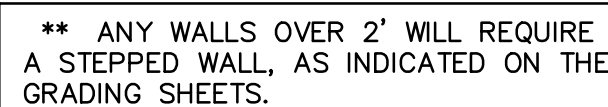
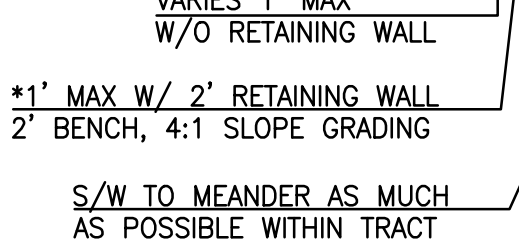
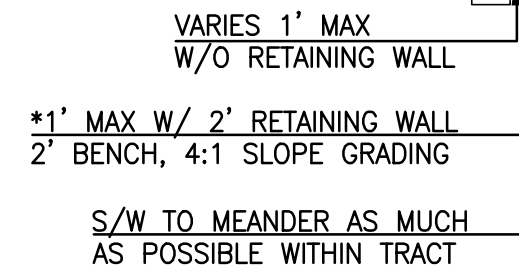
COVER SHEET



DRAWING NO.
COV
SHEET NO. 1 OF 18

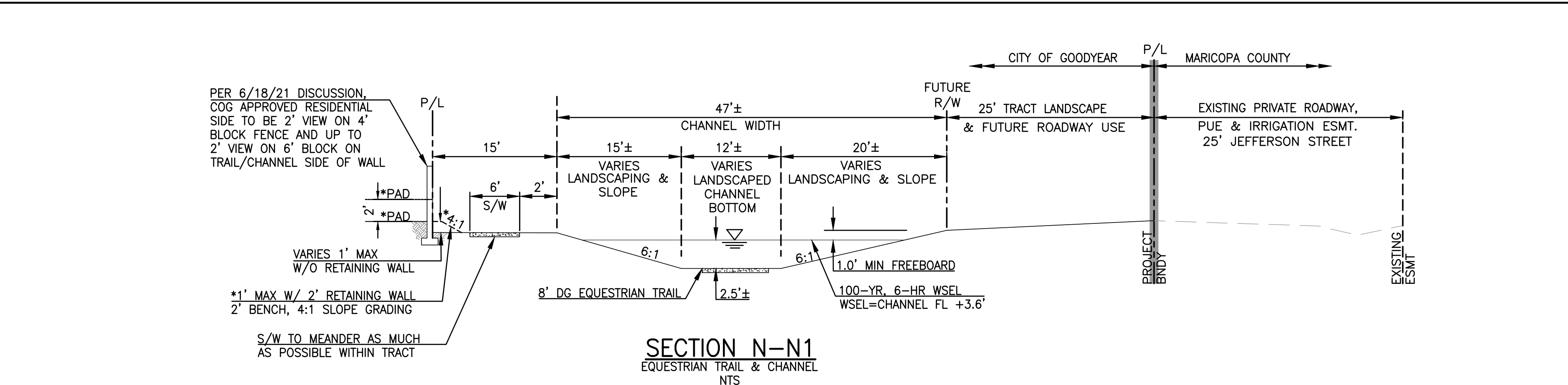
PHASE 4: PARCEL 1


$$1'' = 200'$$



===== STEPPED RETAINING WALL

SHEET NO. 5 OF 18



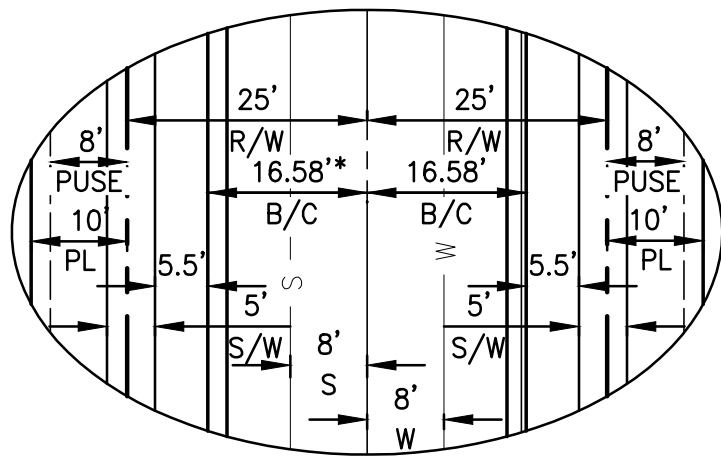
SEAL:

Expires: 9-30-25

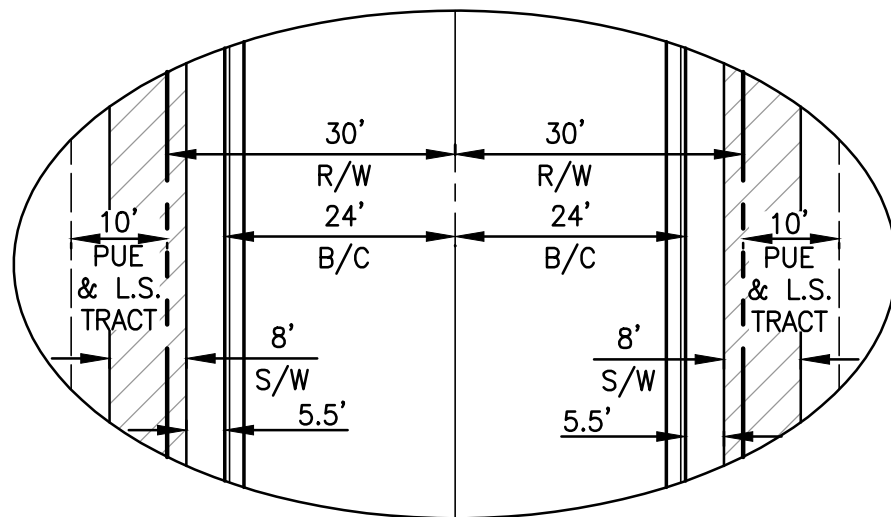


CONSTRUCTION DOCUMENTS PREPARED FOR:
LA PRIVADA PARCELS 1, 2, 4, 5 & 6
PRELIMINARY PLAT

TYPICAL SECTIONS

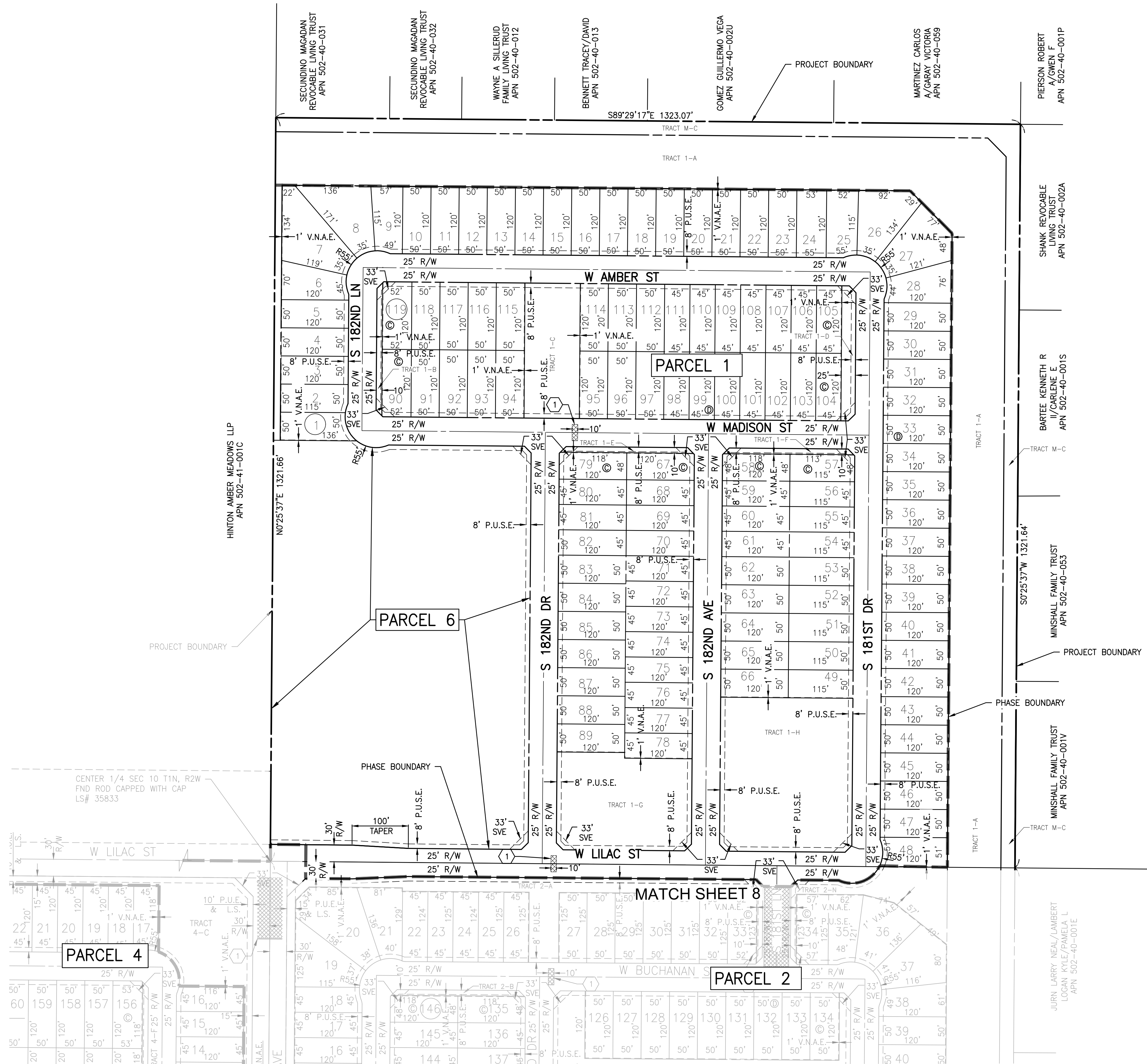


TYPICAL LOCAL STREET DIMENSIONS
NTS



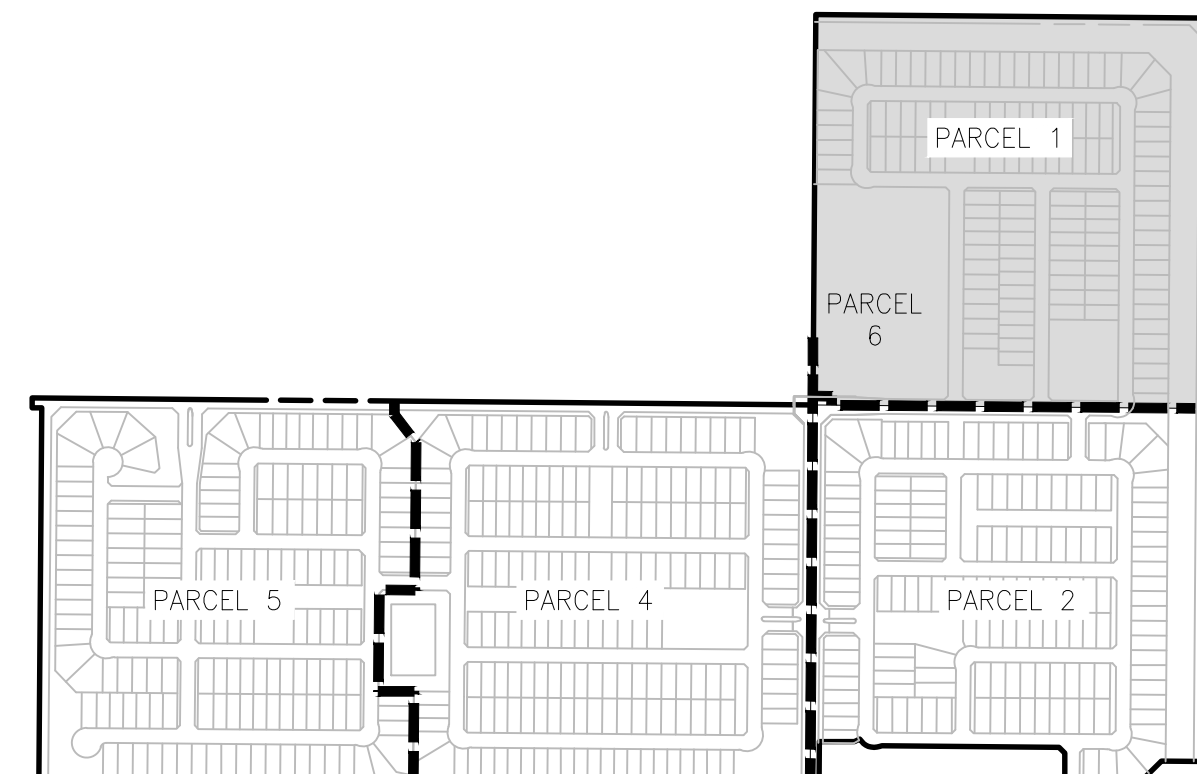
TYPICAL COLLECTOR STREET DIMENSIONS
NTS

- LOT NOTES:
- ⊙ CORNER LOTS
 - Ⓢ DRIVEWAY RESTRICTED TO SIDE DEPICTED
 - Ⓚ KEY LOTS



CONSTRUCTION NOTES

- 1 DECORATIVE PAVEMENT EASEMENT
SEE DETAIL SHEET 6



KEY MAP
NTS

CONSTRUCTION DOCUMENTS PREPARED FOR:
LA PRIVADA PARCELS 1, 2, 4, 5 & 6
PRELIMINARY PLAT

PRELIMINARY PLAT FOR PARCEL 1

22415 NORTH 16TH STREET
PHOENIX, AZ 85024
602.957.3350

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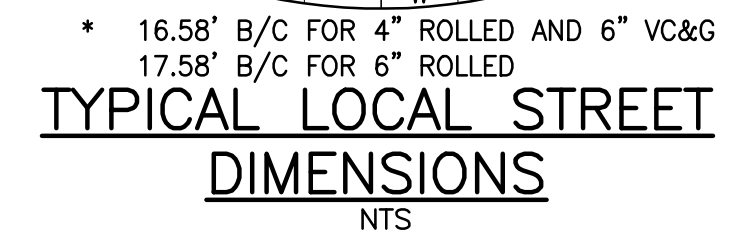
PROJECT NO: 4684N
DATE: JUNE-2022
DRAWN/DESIGNED BY: MFS/TW
CHECKED BY: CGP

SEAL:
41208
CHRISTOPHER
PATTON
State of Arizona, U.S.A.
Expires: 9-30-25

CONTACT ARIZONA 811 AT LEAST TWO FULL
WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811
Call 811 or click Arizona811.com

DRAWING NO.
P1
SHEET NO. 7 OF 18

1 DECORATIVE PAVEMENT EASEMENT
SEE DETAIL SHEET 6



(C) CORNER LOTS
 (D) DRIVEWAY RESTRICTED
 TO SIDE DEPICTED
 (K) KEY LOTS



Expires: 9-30-25

RICK
ENGINEERING COMPANY

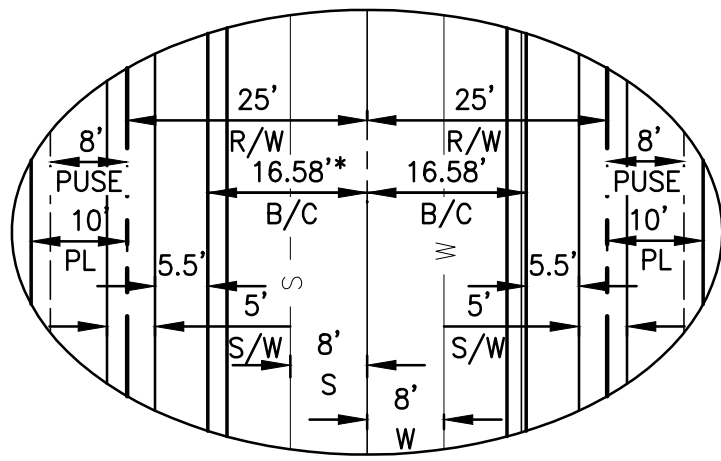
PRELIMINARY PLAT FOR PARCEL 4

Contact Arizona 811 at least two full working days before you begin excavation

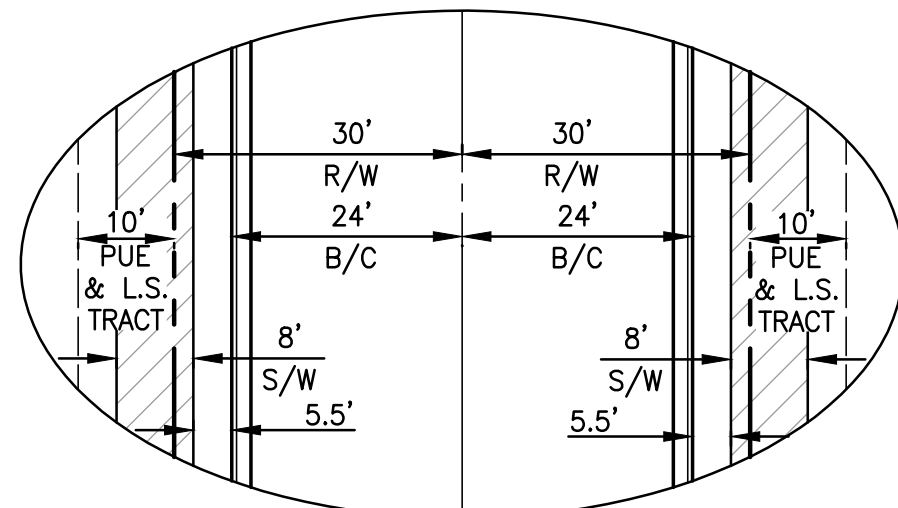


Call 811 or click Arizona811.com

RAWING NO.
P4
SHEET NO. 9 OF 18

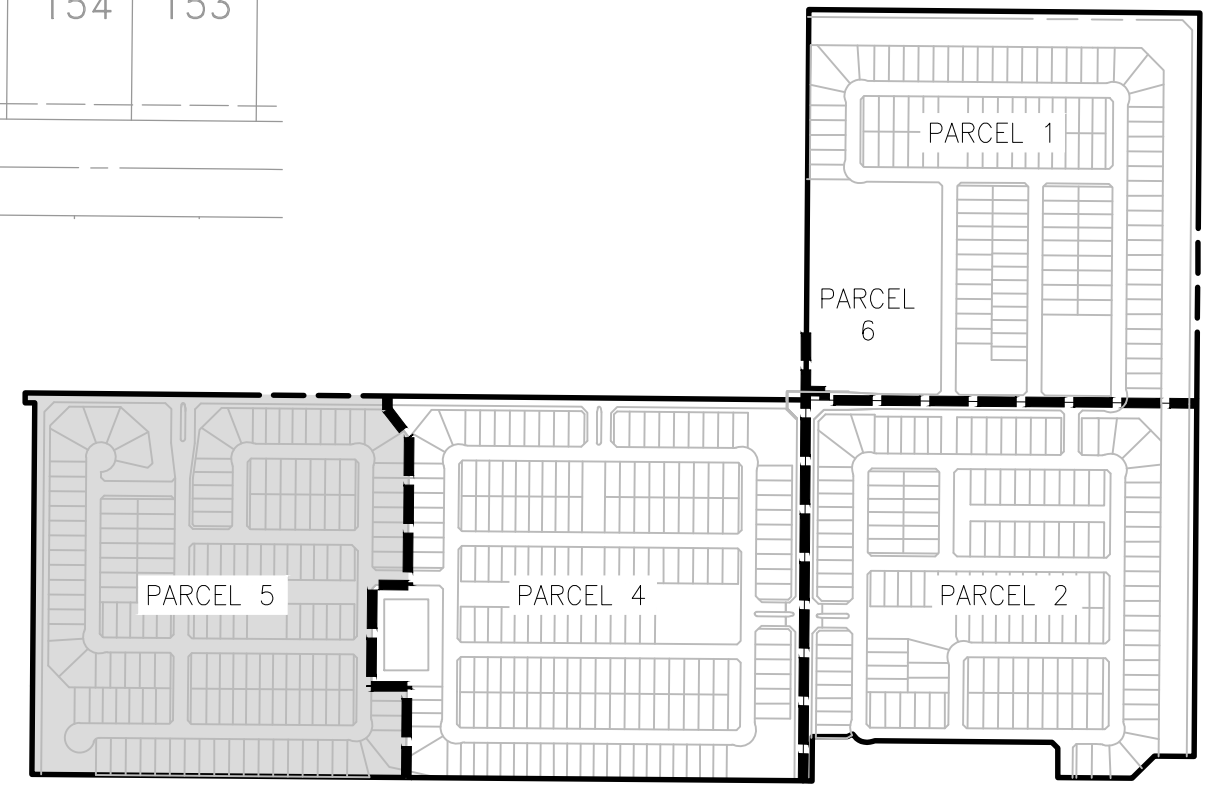
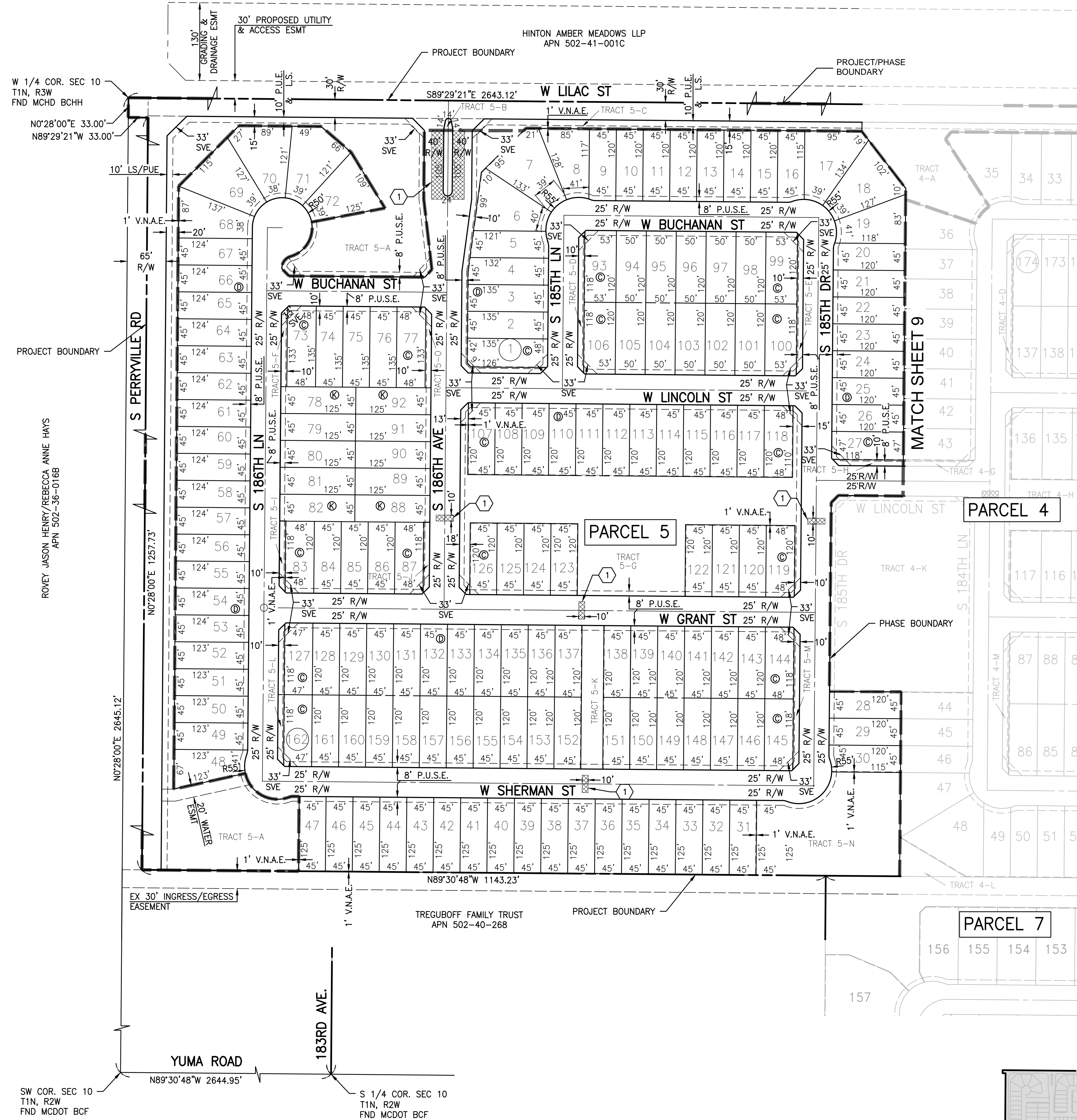


* 16.58' B/C FOR 4" ROLLED AND 6" VC&G
17.58' B/C FOR 6" ROLLED
TYPICAL LOCAL STREET DIMENSIONS
NTS



TYPICAL COLLECTOR STREET DIMENSIONS
NTS

- LOT NOTES:
- ⊙ CORNER LOTS
 - ⊙ DRIVEWAY RESTRICTED TO SIDE DEPICTED
 - ⊙ KEY LOTS



KEY MAP
NTS

CONSTRUCTION NOTES

- 1 DECORATIVE PAVEMENT EASEMENT
SEE DETAIL SHEET 6



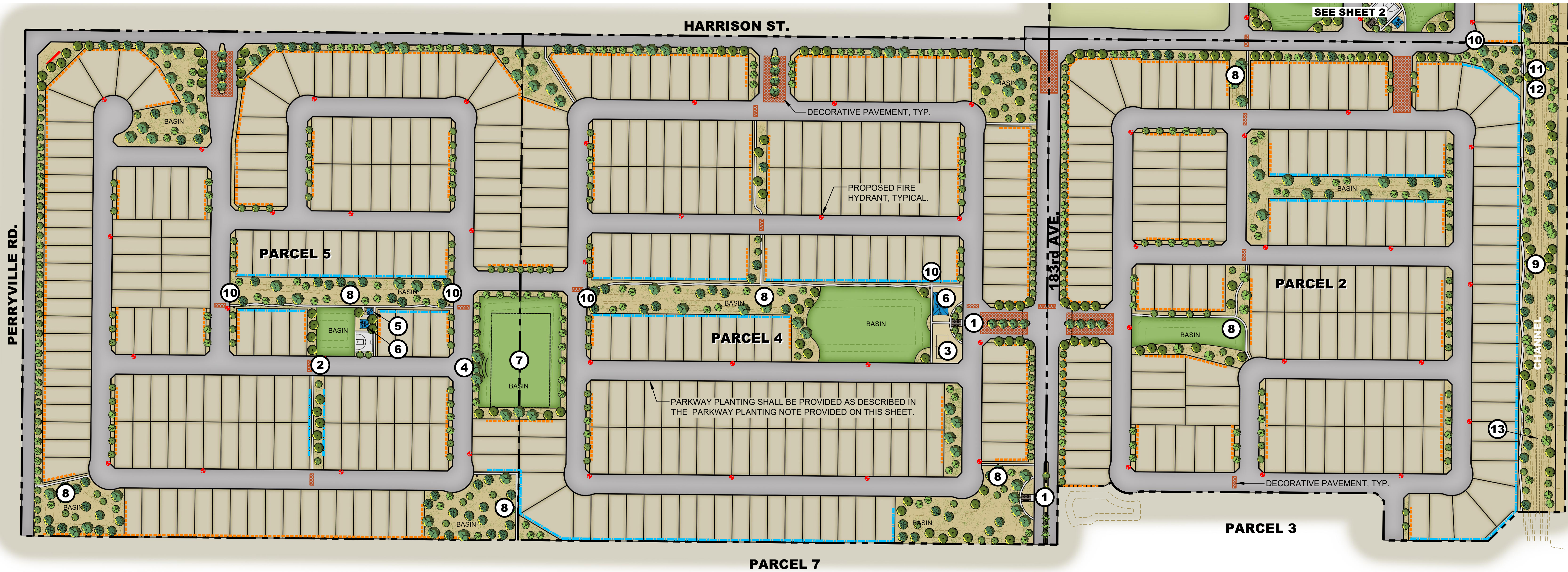
SEAL:

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RICK ENGINEERING COMPANY
rickengineering.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver
PROJECT NO: 4684N
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CHECKED BY: CGP
DATE: NOVEMBER 2022

CONSTRUCTION DOCUMENTS PREPARED FOR:
**LA PRIVADA PARCELS 1, 2, 4, 5 & 6
PRELIMINARY PLAT**
PRELIMINARY PLAT FOR PARCEL 5



DRAWING NO.
P5
SHEET NO. 10 OF 18



AMENITY KEY

- 1 STREETScape SEATING AREA
- 2 LIGHTED HALF BASKETBALL COURT
- 3 LIGHTED SAND VOLLEYBALL COURT
- 4 AMPHITHEATER SEATING
- 5 RAMADA
- 6 PLAY EQUIPMENT
- 7 MULTIUSE FIELD
- 8 5' PAVED TRAIL
- 9 6' PAVED TRAIL
- 10 TRAIL MARKER LOCATION
- 11 FITNESS STATION
- 12 SEATING / GATHERING AREA
- 13 EQUESTRIAN TRAIL

PLANT MATERIAL LEGEND

SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	BOTANICAL NAME COMMON NAME	SIZE	BOTANICAL NAME COMMON NAME	SIZE	BOTANICAL NAME COMMON NAME	SIZE	BOTANICAL NAME COMMON NAME	SIZE
TREES			SHRUBS AND ACCENTS			SHRUBS AND ACCENTS			SHRUBS AND ACCENTS	
	ACACIA ANURA MULGA	24" BOX	ACACIA REDOLENS 'DESERT CARPET' DESERT CARPET ACACIA	5 GAL.	CONVOLVULUS CNEORUM GROUND MORNING GLORY	5 GAL.	LEUCOPHYLLUM SPP. TEXAS RANGER	5 GAL.	SENNA PHYLLODINEA SILVERY SENNA	5 GAL.
	ACACIA SALICINA WILLOW ACACIA	15 GAL.	AGAVE 'BLUE ELF' BLUE ELF AGAVE	5 GAL.	CHRYSACTINIA MEXICANA DAMIANITA	5 GAL.	MUHLENBERGIA 'AUTUMN GLOW' AUTUMN GLOW DEER GRASS	5 GAL.	TECOMA 'ORANGE JUBILEE' ORANGE JUBILEE YELLOW BELLS	5 GAL.
	CAESALPINIA CACALACO CASALOTE	24" BOX	AGAVE WEBERII WEBER'S AGAVE	5 GAL.	DALEA FRUTESCENS BLACK DALEA	5 GAL.	MUHLENBERGIA 'REGAL MIST' REGAL MIST DEER GRASS	5 GAL.	VERBENA GOODDINGII GOODDING VERBENA	5 GAL.
	CHILOPSIS LINEARIS DESERT WILLOW	15 GAL.	ALOE BARBADENSIS MEDICINAL ALOE	5 GAL.	DALEA GREGGII TRAILING INDIGO BUSH	5 GAL.	OPUNTIA 'SANTA RITA' SANTA RITA PRICKLY PEAR CACTUS	5 GAL.	YUCCA PALLIDA PALE LEAF YUCCA	5 GAL.
	PARKINSONIA 'DESERT MUSEUM' DESERT MUSEUM PALO VERDE	24" BOX	BULBINE FRUTESCENS BULBINE	5 GAL.	EREMOPHILA 'VALENTINE' VALENTINE SHRUB	5 GAL.	PENSTEMON PARRYI PARRY'S PENSTEMON	1 GAL.	ZINNIA ACEROSA DESERT ZINNIA	1 GAL.
	PARKINSONIA PRAECOX PALO BREA	24" BOX	CALLIANDRA CALIFORNICA BAJA FAIRY DUSTER	5 GAL.	EUPHORBIA RIGIDA GOPHER PLANT	5 GAL.	RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL.	TURF	
	PISTACIA CHINENSIS 'RED PUSH' RED PUSH PISTACHE	24" BOX	CALLISTEMON 'LITTLE JOHN' DWARF BOTTLE BUSH	5 GAL.	FOQUIERIA SPLENDENS OCOTILLO	3 CANE MIN.	SALVIA GREGGI AUTUMN SAGE	5 GAL.	SOD OR SEED TO BE DETERMINED	
	PROSOPIS THORNLESS HYBRID 'AZT' AZT HYBRID MESQUITE	15 GAL.	CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GAL.	HESPERALOE FUNIFERA GIANT HESPERALOE	5 GAL.	SENNA ARTEMISIODES FEATHERY SENNA	5 GAL.		
	PROSOPIS GLANDULOSA 'AZT' THORNLESS HONEY MESQUITE	24" BOX	CORDIA PARVIFOLIA LITTLE-LEAF CORDIA	5 GAL.	HESPERALOE PARVIFLORA RED YUCCA	5 GAL.				
					LANTANA 'NEW GOLD' NEW GOLD LANTANA	1 GAL.				

PARKWAY PLANTING

THIS PROJECT PROPOSES DETACHED SIDEWALKS AS A STREETSCAPE ELEMENT AND AS SUCH, PARKWAYS BETWEEN CURB AND SIDEWALK SHALL BE PLANTED, IRRIGATED, AND MAINTAINED BY THE HOA WITH LIVE PLANT MATERIALS.

PLANTING DENSITIES

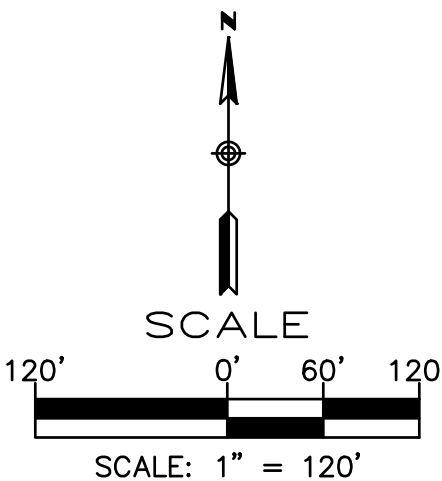
PLANT MATERIAL QUANTITIES / DENSITIES ON THE FINAL LANDSCAPE PLAN SHALL ADHERE TO THE REQUIREMENTS OF ZONING ORDINANCE SECTION 5-1-3.

FIRE HYDRANT CLEARANCE

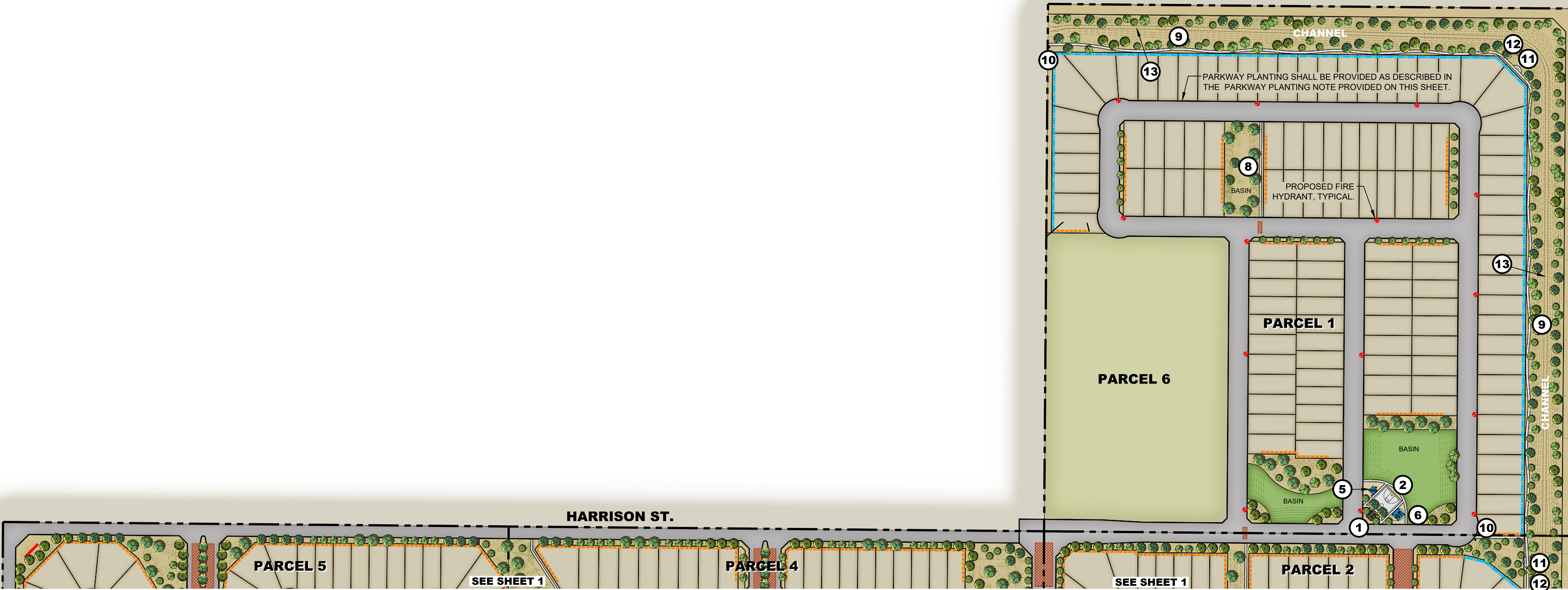
THE FINAL LANDSCAPE PLAN SHALL ADHERE TO THE REQUIREMENTS OF EDS&PM 5.1.6(B)(3)(c): A SEVEN (7) FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE HYDRANTS FROM LANDSCAPE MATERIALS THAT EXCEED SIX (6) INCHES IN HEIGHT WHEN MATURE.

WALL KEY

- THEME WALL
- PARTIAL VIEW WALL
- SECONDARY MONUMENT SIGN



LA PRIVADA PARCELS 1, 2, 4, and 5
CONCEPTUAL LANDSCAPE PLAN



AMENITY KEY

- 1 STREETScape SEATING AREA
- 2 LIGHTED HALF BASKETBALL COURT
- 3 LIGHTED SAND VOLLEYBALL COURT
- 4 AMPHITHEATER SEATING
- 5 RAMADA
- 6 PLAY EQUIPMENT
- 7 MULTIUSE FIELD
- 8 5' PAVED TRAIL
- 9 6' PAVED TRAIL
- 10 TRAIL MARKER LOCATION
- 11 FITNESS STATION
- 12 SEATING / GATHERING AREA
- 13 EQUESTRIAN TRAIL

PLANT MATERIAL LEGEND

SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	BOTANICAL NAME COMMON NAME	SIZE	BOTANICAL NAME COMMON NAME	SIZE	BOTANICAL NAME COMMON NAME	SIZE	BOTANICAL NAME COMMON NAME	SIZE
TREES			SHRUBS AND ACCENTS			SHRUBS AND ACCENTS			SHRUBS AND ACCENTS	
	ACACIA ANURA MULGA	24" BOX	ACACIA REDOLENS 'DESERT CARPET' DESERT CARPET ACACIA	5 GAL.	CONVOLVULUS CNEORUM GROUND MORNING GLORY	5 GAL.	LEUCOPHYLLUM SPP. TEXAS RANGER	5 GAL.	SENNA PHYLLODINEA SILVERY SENNA	5 GAL.
	ACACIA SALICINA WILLOW ACACIA	15 GAL.	AGAVE 'BLUE ELF' BLUE ELF AGAVE	5 GAL.	CHRYSACTINIA MEXICANA DAMIANITA	5 GAL.	MUHLENBERGIA 'AUTUMN GLOW' AUTUMN GLOW DEER GRASS	5 GAL.	TECOMA 'ORANGE JUBILEE' ORANGE JUBILEE YELLOW BELLS	5 GAL.
	CAESALPINIA CACALACO CASCALOTE	24" BOX	AGAVE WEBERII WEBER'S AGAVE	5 GAL.	DALEA FRUTESCENS BLACK DALEA	5 GAL.	MUHLENBERGIA 'REGAL MIST' REGAL MIST DEER GRASS	5 GAL.	VERBENA GOODDINGII GOODDING VERBENA	5 GAL.
	CHILOPSIS LINEARIS DESERT WILLOW	15 GAL.	ALOE BARBADENSIS MEDICINAL ALOE	5 GAL.	DALEA GREGGII TRAILING INDIGO BUSH	5 GAL.	OPUNTIA 'SANTA RITA' SANTA RITA PRICKLY PEAR CACTUS	5 GAL.	YUCCA PALLIDA PALE LEAF YUCCA	5 GAL.
	PARKINSONIA 'DESERT MUSEUM' DESERT MUSEUM PALO VERDE	24" BOX	BULBINE FRUTESCENS BULBINE	5 GAL.	EREMOPHILA 'VALENTINE' VALENTINE SHRUB	5 GAL.	PENSTEMON PARRYI PARRY'S PENSTEMON	1 GAL.	ZINNIA ACEROSA DESERT ZINNIA	1 GAL.
	PARKINSONIA PRAECOX PALO BREA	24" BOX	CALLIANDRA CALIFORNICA BAJA FAIRY DUSTER	5 GAL.	EUPHORBIA RIGIDA GOPHER PLANT	5 GAL.	RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL.	TURF	
	PISTACIA CHINENSIS 'RED PUSH' RED PUSH PISTACHE	24" BOX	CALLISTEMON 'LITTLE JOHN' DWARF BOTTLE BUSH	5 GAL.	FOUQUIERIA SPLENDENS OCOTILLO	3 CANE MIN.	SALVIA GREGGI AUTUMN SAGE	5 GAL.	SOD OR SEED TO BE DETERMINED	
	PROSOPIS THORNLESS HYBRID 'AZT' AZT HYBRID MESQUITE	15 GAL.	CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GAL.	HESPERALOE FUNIFERA GIANT HESPERALOE	5 GAL.	SENNA ARTEMISIODES FEATHERY SENNA	5 GAL.		
	PROSOPIS GLANDULOSA 'AZT' THORNLESS HONEY MESQUITE	24" BOX	CORDIA PARVIFOLIA LITTLE-LEAF CORDIA	5 GAL.	HESPERALOE PARVIFLORA RED YUCCA	5 GAL.				
					LANTANA 'NEW GOLD' NEW GOLD LANTANA	1 GAL.				

PARKWAY PLANTING

THIS PROJECT PROPOSES DETACHED SIDEWALKS AS A STREETSCAPE ELEMENT AND AS SUCH, PARKWAYS BETWEEN CURB AND SIDEWALK SHALL BE PLANTED, IRRIGATED, AND MAINTAINED BY THE HOA WITH LIVE PLANT MATERIALS.

PLANTING DENSITIES

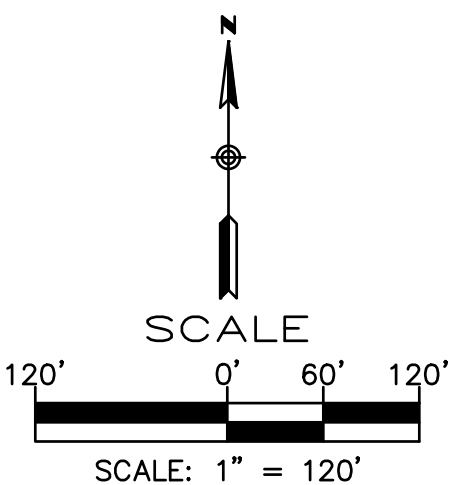
PLANT MATERIAL QUANTITIES / DENSITIES ON THE FINAL LANDSCAPE PLAN SHALL ADHERE TO THE REQUIREMENTS OF ZONING ORDINANCE SECTION 5-1-3.

FIRE HYDRANT CLEARANCE

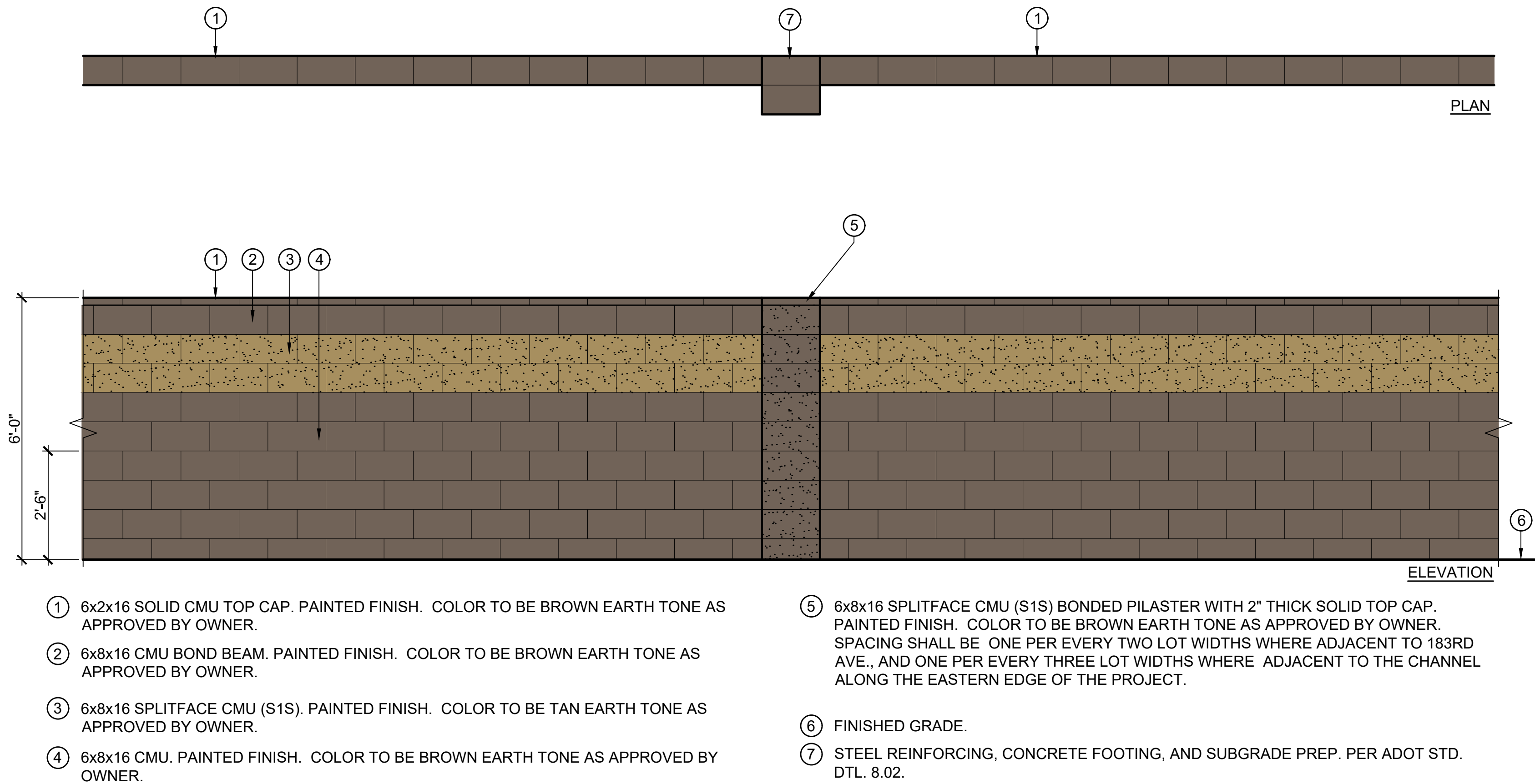
THE FINAL LANDSCAPE PLAN SHALL ADHERE TO THE REQUIREMENTS OF EDS&PM 5.1.6(B)(3)(c): A SEVEN (7) FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE HYDRANTS FROM LANDSCAPE MATERIALS THAT EXCEED SIX (6) INCHES IN HEIGHT WHEN MATURE.

WALL KEY

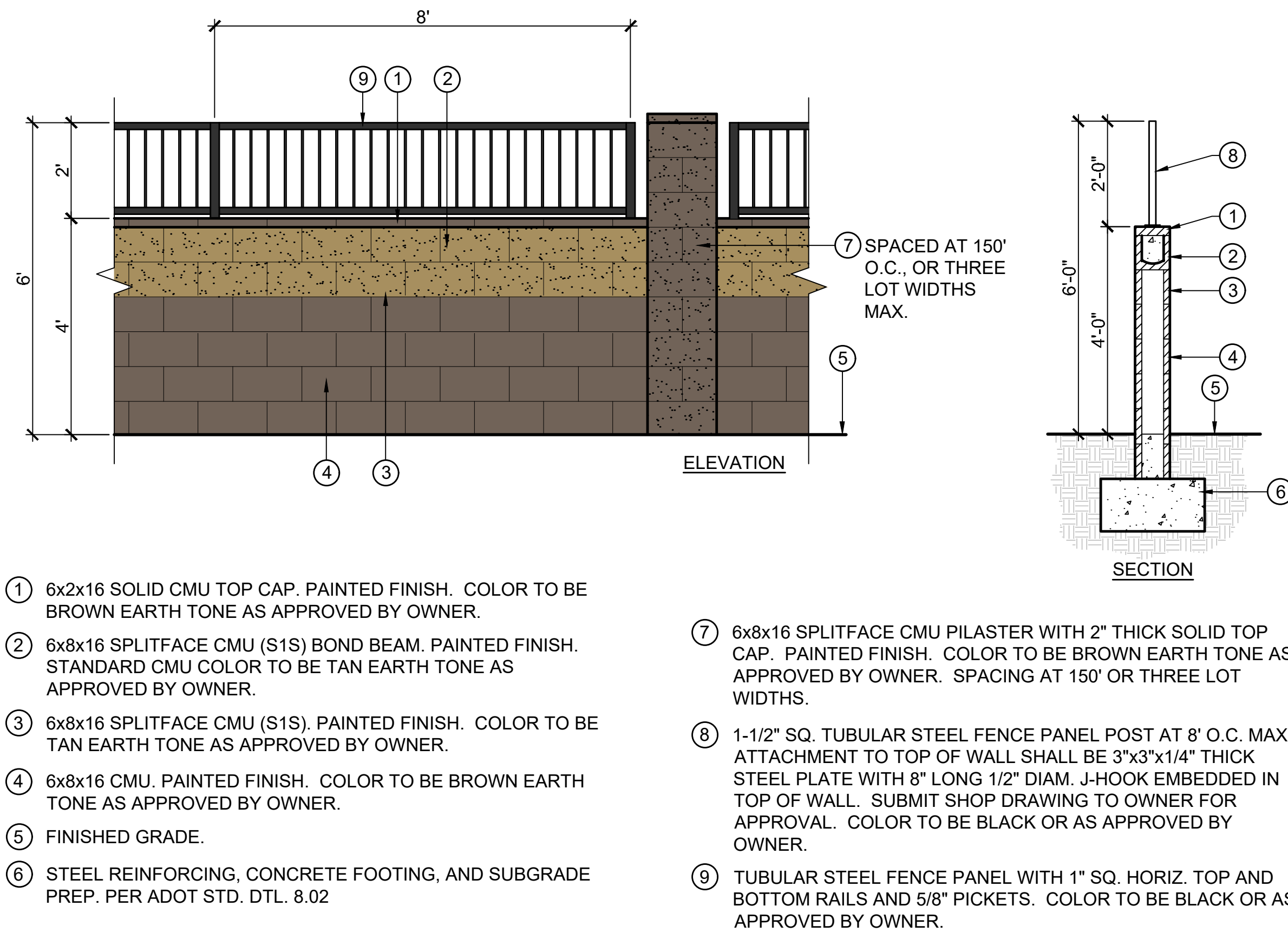
- THEME WALL
- PARTIAL VIEW WALL
- SECONDARY MONUMENT SIGN



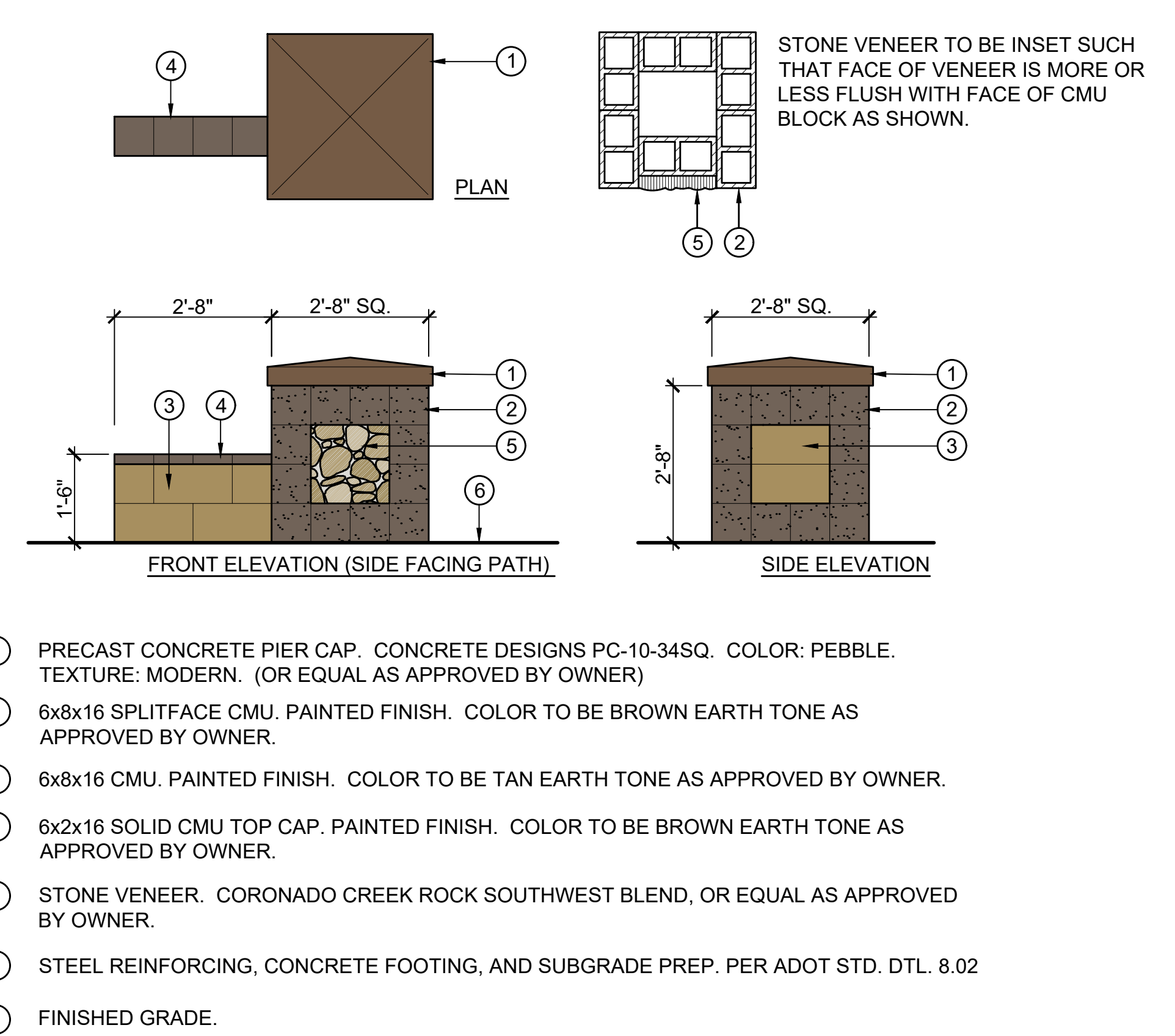
LA PRIVADA PARCELS 1, 2, 4, and 5
CONCEPTUAL LANDSCAPE PLAN



THEME WALL



PARTIAL VIEW WALL



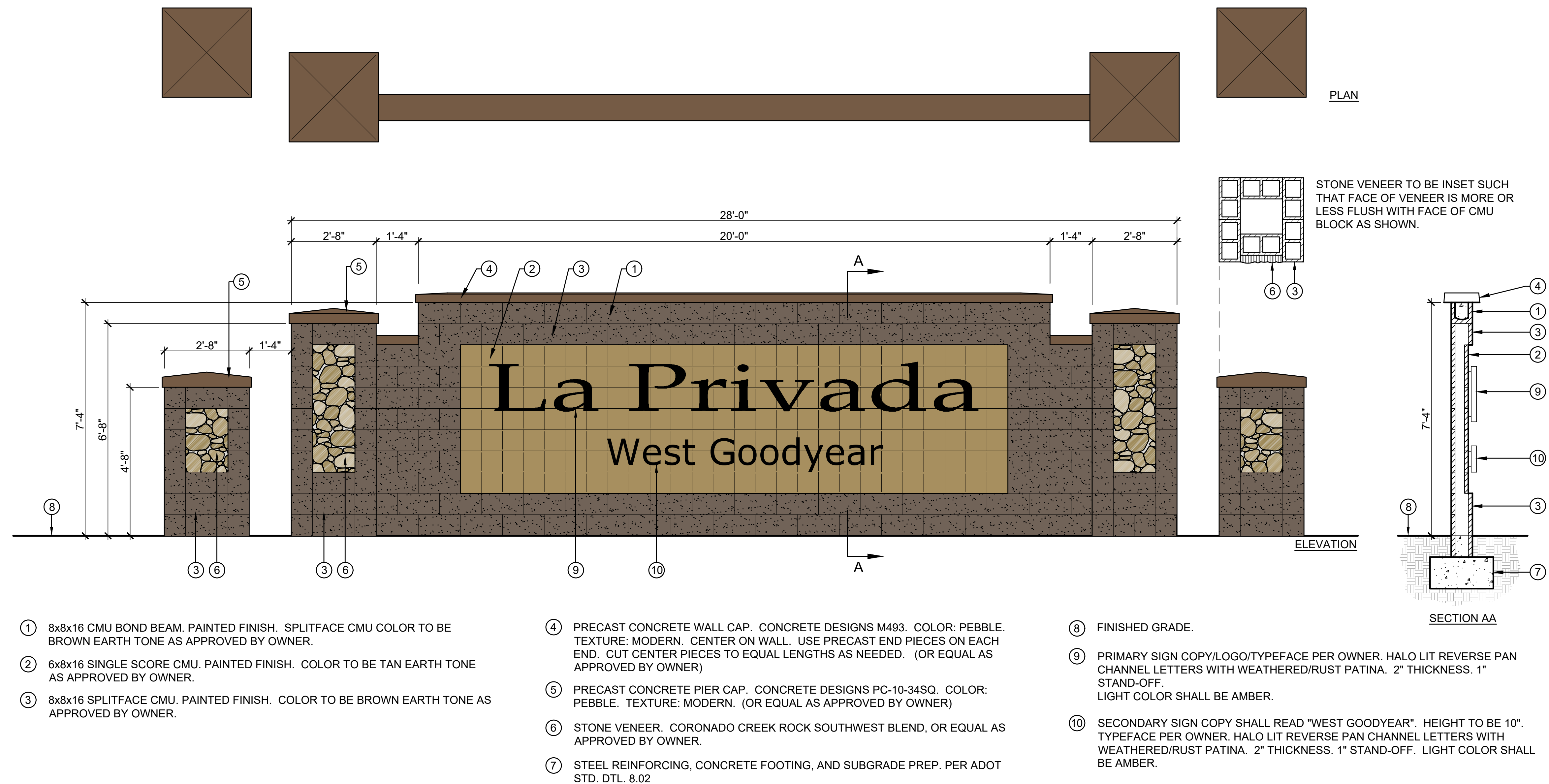
ACCENT COLUMN/ TRAIL MARKER



NOTE: FINAL MATERIALS AND COLOR SELECTIONS SHALL BE AS SHOWN OR EQUAL AS APPROVED BY OWNER.

TYPICAL STREETSCAPE SEATING AREA

LA PRIVADA PARCELS 1, 2, 4, and 5 CONCEPTUAL LANDSCAPE PLAN



ENTRY MONUMENT

La Privada Parcels 1, 2, 4, 5 and 6 Preliminary Plat

City Council Meeting
March 20, 2023

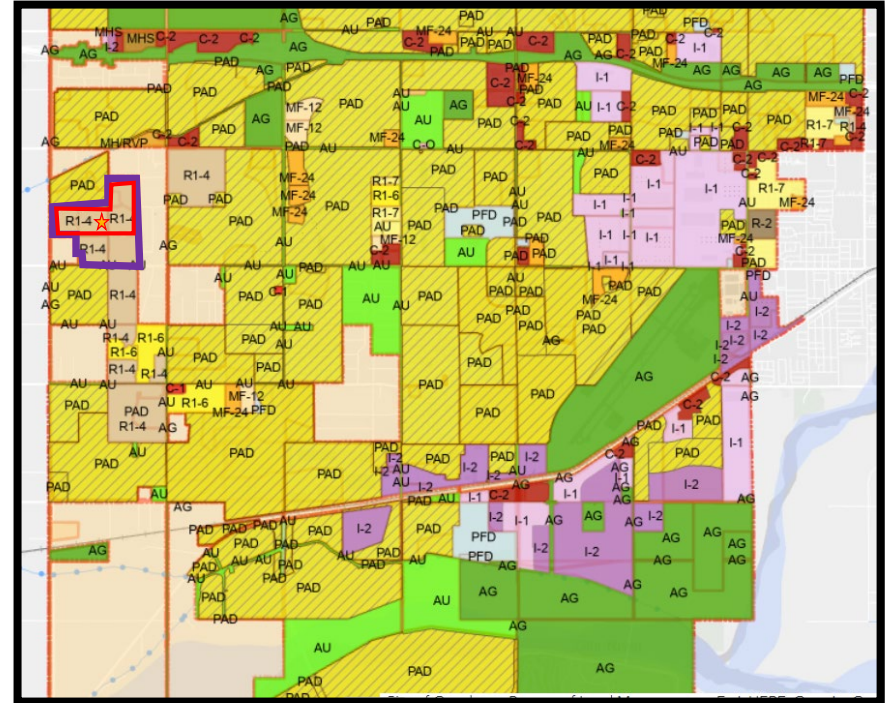


Location



CENTRAL GOODYEAR

- West Goodyear
 - NWC of 181st Ave. and Yuma Rd.
 - Approximately 153.5 acres of the 240 acres.
 - Currently zoned R1-4 with R1-4 Reduced Standards



Specific Location



ZOOMED IN

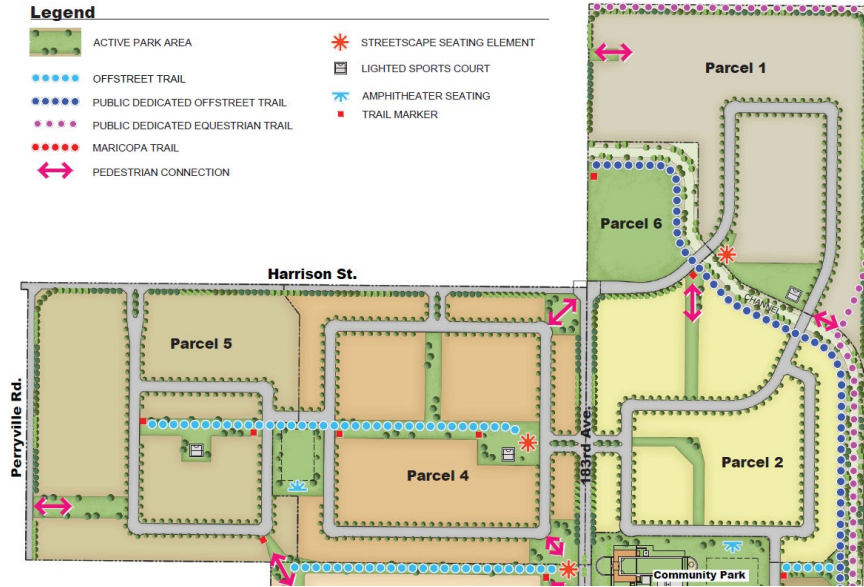
- La Privada
 - East
 - County island and County residential
 - West
 - County Residential
 - North
 - Future Amber Meadows and County residential
 - South
 - La Privada Parcel 3 and 7 and County Island/Residential



The Plan



FROM LAND USE TO PRELIMINARY PLAT



^ From Zoning Cases



^ Today's Preliminary Plat

Recommendation



APPROVE PRELIMINARY PLAT

- Approve Preliminary Plat
 - 601 Lots
 - 55 Tracts
 - 1 Parcel
 - Subject to Stipulations



ITEM #: 7.
DATE: 03/20/2023
AI #:1366



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVE BUDGET AMENDMENTS & RELATED
EXPENDITURE AUTHORITY**

STAFF PRESENTER(S): Doug Sandstrom, Finance Director

SUMMARY

Approve budget amendments & related expenditure authority.

RECOMMENDATION

Approve budget amendments & related expenditure authority. (Doug Sandstrom, Finance Director)

FISCAL IMPACT

Fiscal impacts are outlined in the attached report. The citywide budget total remains unchanged within the Adopted State Expenditure Limitation Budget.

BACKGROUND AND PREVIOUS ACTIONS

Budget amendments requiring City Council approval are presented, as necessary throughout the year. The FY2023 expenditure limitation budget was adopted on June 06, 2022.

STAFF ANALYSIS

Budget transfers are permitted by Arizona Revised Statute 42-17106(B), which provides authorization for cities and towns to exceed expenditures in a budget item after final adoption of a city/town budget by transferring appropriations between budget items. All budget transfers are completed within city policy established by Resolution 2020-2039. Review of budget transfers keeps the Council and general public informed about the city's current fiscal year revenues and expenditures.

Attachments

Budget Amendment Report

City Council - Budget Amendments Report - FY2023

Council Agenda Date: 3/20/2023

Date	Transfer Journal No.	Reason Needed	Amount	Ultimate Fund(s) Affected; Explanation	New Resource/ Revenue	No Ultimate Funding Change	General	Water Operating	Wastewater Operating	Other Operating Funds	Other Capital Funds
2/15/2023	2023-08-406	We have adjusted schedules on a handful of Water CIP projects to better align expenditures with our operational strategy. We are moving funds out of FY2023 for projects that are being deferred to future years/canceled.	\$1,538,900	Water				\$1,538,900			
		60041 Water Main Replacement - This project will be moved to FY27. \$1,538,900	\$2,300,000	Water				\$2,300,000			
		60086 Municipal Operations Center Driveway - This project is being canceled. \$2,300,000	\$350,000	Capital							\$350,000
		60089 Increase Booster Capacity at Site 12 - This project will be moved to FY26. \$350,000	\$6,027,000	Water				\$6,027,000			
		60101 Site 21 Treatment Improvements - This project will be moved to FY26. \$6,027,000									
2/2/2023	2023-08-804	The City pays a \$1,000 deductible on all covered losses with the remainder of the loss reimbursed through insurance coverage. Due to the increased amount and cost of covered damages an increase of budget authority associated with the insurance coverage reimbursement is required. This budget transfer will be offset by those reimbursements.	\$570,000	General Fund	\$570,000						
3/9/2023	2023-09-008	Requesting additional expenditure authority for entities that prepay their special assessments in the McDowell Road Commercial Corridor Improvement District.	\$566,800	McDowell Improvement District Fund	\$566,800						

ITEM #: 8.
DATE: 03/20/2023
AI #:1389



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVE EXPENDITURE OF FUNDS UP TO \$650,000.00 FOR
GOODYEAR MUNICIPAL COMPLEX SUITES C TENANT
IMPROVEMENTS – CONSTRUCTION SERVICES**

STAFF PRESENTER(S): Tony Mena, Deputy Public Works Director; Allan
Smolko, Senior Project Manager

OTHER PRESENTER(S):

Tony Mena, Deputy Public Works Director
Allan Smolko, Senior Project Manager

SUMMARY

Request City Council to approve the expenditure of \$650,000.00 for construction and FF&E for facility renovations at Goodyear Municipal Complex (GMC) Suite C (Project #60105).

RECOMMENDATION

Approve expenditure of funds up to \$650,000.00 for construction and Furniture, Fixtures & Equipment (FF&E) services for the Goodyear Municipal Complex Tenant Improvement Capital Improvement Program project #60105. (Tony Mena, Deputy Public Works Director)

FISCAL IMPACT

The approved FY2023 Capital Improvement Program for this project has an available budget of \$3,833,600 from the general fund for the design, construction, FF&E and Information Technology upgrades.

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.

STAFF ANALYSIS

In October 2022, a construction firm was selected under the Job Order Contracting project delivery method, to design and provide preconstruction services for the GMC Tenant Improvements and associated facility and site upgrades.

The 12-month design phase also included preconstruction services that will result in a per building construction cost breakdown and scheduling durations for each building. Suite C has been identified to be renovated first. The construction effort proposal for Suite C is in budget. Suite C that originally housed the Parks and Recreation Administration area will be the new

site for Wellness Clinic and include minimal tenant improvements (TI). Building C TI's include upgrades to the flooring, lighting, window treatments, restrooms, lounge/waiting area, exam rooms, laboratory and office space, access control, and FFE. In addition, information technology will be needed for security and card reader access in this renovated space. Separate Council Action Requests will be submitted in the future, to seek approval expenditures for the remaining GMC Buildings – B, D, and E, and site improvements, as needed.

ITEM #: 9.
DATE: 03/20/2023
AI #:1315



CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZE BUDGET AMENDMENTS AND EXPENDITURES FOR CIP PROJECT #60109

STAFF PRESENTER(S): Barbara Chappell, Water Services Director; Lisa Melton, Senior Project Manager

SUMMARY

Request City Council to approve budget amendments and authorize expenditure of funds up to \$5,000,000 for construction of improvements at the Goodyear Water Reclamation Facility (WRF).

RECOMMENDATION

Approve budget amendments of \$4,000,000 and authorize expenditure of funds up to \$5,000,000 to increase the rated capacity of the Goodyear Water Reclamation Facility (WRF) from 6.0 to 7.5 million gallons per day (mgd), for CIP Project # 60109. (Barbara Chappell, Water Services Director; Lisa Melton, Senior Project Manager)

FISCAL IMPACT

The Goodyear WRF Expansion, CIP Project # 60109, was approved in FY2023 with a total project budget of \$2,000,000 for an initial study and preparation of a Basis of Design for expansion which has been completed for \$1,000,000. The proposed construction cost is \$5,000,000 that will come from the remaining \$1,000,000 and a budget amendment of \$4,000,000. Funding for this project is currently available in the North Wastewater Development Impact Fee Fund.

BACKGROUND AND PREVIOUS ACTIONS

The Goodyear WRF Expansion evaluated options to address short-term growth in the WRF service area. The project delivered a Basis of Design Report and design to support increasing capacity to 7.5 mgd. Construction of improvements will be incorporated in multiple process areas to increase hydraulic and treatment needs. The master plan of the Goodyear WRF has been removed from the original scope to a separate project (CIP Project # 60112), approved by Council on March 6. A future project based upon the results of the master plan for the full WRF design and expansion is anticipated in FY2027.

STAFF ANALYSIS

Improvements at the Goodyear WRF will increase capacity from 6.0 to 7.5 mgd, addressing short-term growth, and removing the need for enhanced monitoring as required by the Maricopa County Environmental Services Department. Process improvements will be implemented in the aeration basins, tertiary filters, effluent pumps, potable water and digester. This project is being completed in parallel with the Brine Line Project, which will increase available capacity at the Goodyear WRF.

ITEM #: 10.
DATE: 03/20/2023
AI #:1300



CITY COUNCIL ACTION REPORT

**SUBJECT: IN-KIND DONATIONS FOR PUBLIC SAFETY SERVICES FOR
THE SKY KIDS EVENT ON MARCH 25, 2023**

STAFF PRESENTER(S): Paul Luizzi, Fire Chief

SUMMARY

Request to provide in-kind fire and police public safety services during the 10th Annual Sky Kids Day event, which will be held at the Lux Air Jet Centers at the Goodyear Municipal Airport on March 25th, 2023.

RECOMMENDATION

Approve request to provide in-kind Fire and Police public safety services during the Tenth Annual Sky Kids Day event located at the Goodyear Municipal Airport on March 25, 2023.
(Paul Luizzi, Fire Chief)

FISCAL IMPACT

Typical overtime costs associated with providing fire and police services during an event range from \$1,000 - \$2,500. In FY2022, the overtime costs for this event were approximately \$1,053 for fire personnel and \$750 for police personnel. All overtime costs associated with this program will be accommodated within the police and fire department budget.

BACKGROUND AND PREVIOUS ACTIONS

In June of 2011, a small group of compassionate men and women in the aviation community had an idea to use their skills to bring a unique educational experience to Special Needs children throughout the valley.

The first Fly Day Event was April 14, 2012 at the Phoenix-Goodyear Airport where they flew almost 50 families with Special Needs children. Since that date, Sky Kids has grown to include Fly Day Events at the Scottsdale Airport and most recently at the Chino Airport in California. Sky Kids now enjoys flying more than 250 families with Special Needs children at these locations every year.

Sky Kids offers to children with special needs an opportunity to fly in a general aviation aircraft with an expert pilot along with a parent or friend to experience the wonders and enjoyment of flight. The children will gain confidence and self-esteem by being "in command" of these amazing machines.

Sky Kids is an Arizona tax-exempt corporation and an IRS 501c (3) public charity dedicated to

providing children and youths in the Valley of the Sun with special needs the once-in-a-lifetime opportunity to build self-esteem and confidence through the unique experience of flight.

STAFF ANALYSIS

A need within the Goodyear community has been identified, and this service opportunity encompasses both a Sense of Community and Quality of Life by partnering with the Sky Kids organization to help support this unique opportunity for the children who will participate. Both the fire and police departments are in favor of providing the necessary services to help make the 2023 event a success.

ITEM #: 11.
DATE: 03/20/2023
AI #:1301



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOODYEAR FIRE DEPARTMENT AND LUKE AIR FORCE BASE FOR MUTUAL AID EMERGENCY SERVICES

STAFF PRESENTER(S): Paul Luizzi, Fire Chief

SUMMARY

Luke Air Force Base and the Goodyear Fire Department desire to enter into an Intergovernmental Agreement ("IGA") to provide and receive mutual aid for fires, medical emergencies, and other types of emergency incidents.

RECOMMENDATION

Approve and authorize the City Manager or designee to enter into a new Intergovernmental Agreement ("IGA") between the City of Goodyear and Luke Air Force Base to provide and receive mutual aid services for fires, medical emergencies, and other types of emergency incidents. (Paul Luizzi, Fire Chief)

FISCAL IMPACT

There are no associated costs with the Luke Air Force Base Mutual Aid Agreement itself, however, there are associated dispatch and maintenance costs, based on cities' total dispatches, which is charged on an annual basis pursuant to the IGA between the City of Goodyear Fire Department and the City of Phoenix as part of the Regional Dispatch System.

BACKGROUND AND PREVIOUS ACTIONS

The Goodyear Fire Department and Luke Air Force Base entered into a mutual aid agreement in May 1993. The scope of this agreement included mutual assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue, and other types of emergency incidents. The delivery of mutual aid for fire and emergency medical services is an established model for intergovernmental cooperation, efficiency, and premier customer service.

STAFF ANALYSIS

The Goodyear Fire department supports entering into a mutual aid agreement with Luke Air Force Base for providing and receiving mutual aid assistance responding to fires, medical emergencies, hazardous materials incidents, rescue, and other types of emergency incidents. It is to the mutual benefit of both the Goodyear Fire Department and Luke Air Force Base to enter into this agreement.

Attachments

Agreement

AGREEMENT FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES (F&ES)
BETWEEN
GOODYEAR, ARIZONA
AND
LUKE AIR FORCE BASE, ARIZONA

This Mutual Aid Agreement (the “Agreement”), is made and entered into this ____ day of _____ 2022, between the Secretary of the Air Force (the “Air Force”) acting by and through the Commander, 56 Fighter Wing, Luke AFB pursuant to the authority of 42 U.S.C. § 1856a and Goodyear Fire Department. Together the Air Force and Goodyear Fire Department are hereinafter referred to as the “Parties”.

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term ‘fire protection’ includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to be assigned fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the Mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and DAFI 32-2001, *F&ES Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each Mutual aid in fire protection services as defined above.
- c. Mutual aid is a form of Mutual aid for the Mutual response by Luke AFB Fire and Emergency Services (F&ES) to pre-arranged areas outside Luke AFB and a Mutual response by Goodyear Fire Department inside Luke AFB for immediate joint response.

d. On request to a representative of the Luke AFB F&ES by a representative of the Goodyear Fire Department, fire protection equipment and personnel of Luke AFB will be dispatched to any point within the a 5-mile radius of Luke AFB as designated by the representative of the Goodyear Fire Department.

e. On request to a representative of the Goodyear Fire Department by a representative of the Luke AFB F&ES, fire protection equipment and personnel of the Goodyear Fire Department will be dispatched to any point within the jurisdiction of the Luke AFB as designated by the representative of the Luke AFB F&ES.

f. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for Mutual aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Sharing of non-encrypted Radio Frequencies / INTEROPERABILITY capability between agencies specifically during Mutual Aids for accountability of personnel and assets, including sharing of valuable information between Incident Command and firefighters.

(5) HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the authority having jurisdiction using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(6) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Goodyear Fire Department normally provides fire protection services, the chief of the Luke AFB fire department or his or her representative will enter a unified command, with Goodyear Fire Department, upon arrival at the scene of the crash.

(7) Regardless of local agencies assigning an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Luke AFB to observe Air Force operations at an incident. Local agencies are encouraged to assign a safety officer to observe the agencies support and operations at an incident on the installation.

g. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

(1) Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), Goodyear Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party.

(2) Luke AFB F&ES will not support the request or use of firefighting foams, chemicals, or other materials off the installation except where DoD assets are involved and it is required for the expedient protection and mitigation of incidents involving DoD assets, life safety, and/or the preservation of property.

h. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW *National Fire Protection Association Standard 1561*.

i. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph g.

j. All equipment used by Goodyear Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Goodyear Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Goodyear Fire Department.

k. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

1. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

m. Disputes.

Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

n. Alternative Dispute Resolution.

1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

2. By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

3. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. Goodyear Fire Department's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

o. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally

recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

Luke AFB

c/o Commander, 56th Fighter Wing
7222 Fighter Country Drive
Luke AFB, AZ 85309

And:

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

Luke AFB
c/o Fire Chief
7222 Fighter Country Drive
Luke AFB, AZ 85309

For Goodyear Fire Department

Goodyear Fire Department
“Attention to” Fire Chief
14455 W. Van Buren Street, E102
Goodyear, AZ 85338

TERMS OF THE AGREEMENT

p. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years _____ from that date _____. The Parties to this agreement shall conduct an annual review for currency to respective regulatory and policy guidance and shall acknowledge review by cover letter signature from both Parties’ senior fire officers. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

q. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

r. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

s. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT
For Goodyear Fire Department

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

Wynette Reed
City Manager
Goodyear, Arizona

JASON M. RUESCHHOFF, Brig Gen, USAF
Commander, 56th Fighter Wing (AETC)
Luke Air Force Base

Date: _____

Date: _____

ITEM #: 12.
DATE: 03/20/2023
AI #:1340



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOODYEAR FIRE DEPARTMENT AND MARICOPA COUNTY REGIONAL EMERGENCY OPERATIONS MANAGEMENT AND DISASTERS SERVICES

STAFF PRESENTER(S): Paul Luizzi, Fire Chief

SUMMARY

Maricopa County Department of Emergency Management and the City of Goodyear desire to enter into an Intergovernmental Agreement ("IGA") which provides emergency planning and other services.

RECOMMENDATION

Approve and authorize the City Manager or designee to enter a new IGA between the City of Goodyear and Maricopa County Department of Emergency Management which provides emergency planning and other services. (Paul Luizzi, Fire Chief)

FISCAL IMPACT

The shared cost to the City of Goodyear for FY23-24 is \$6,464.00 which is included in the Fire Department's general fund budget.

BACKGROUND AND PREVIOUS ACTIONS

Multiple jurisdictions participate in this regional IGA. The annual fee pays for the Emergency Operations Center software component as well as a variety of services such as assistance in writing and updating the jurisdiction's emergency plan, assistance in conducting training exercises, and providing a liaison to the city during large emergencies. It enables municipal partners to share equipment and staff in the event of an emergency which allows for cost-efficiencies, and rapid response. The agreement provides planning, training, and expert staff resources at Goodyear's disposal. The partner funding is leveraged against the county contribution and then matched by federal dollars. This leveraging maximizes the value of the municipal funding portion.

STAFF ANALYSIS

The Goodyear Fire Department supports entering into an IGA with Maricopa County Department of Emergency Management which provides access to the Emergency Operations Center software and a variety of training for emergency response exercises.

Attachments

Agreement

INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL EMERGENCY OPERATIONS MANAGEMENT AND
DISASTER SERVICES BETWEEN MARICOPA COUNTY, ARIZONA
AND THE CITY OF GOODYEAR, ARIZONA

This Regional Disaster and Emergency Management Services Agreement (“Agreement”) goes into effect on the 1st day of July 2023 (the “Effective Date”), by and between Maricopa County, a political subdivision of the State of Arizona (“County”), and the City of Goodyear, a public agency of the State of Arizona (“Public Agency”).

STATUTORY AUTHORIZATION

County and Public Agency are empowered by A.R.S. sections 11-951 et seq. and A.R.S. section 26-308 (A) and (B) to enter into this Agreement.

BACKGROUND

WHEREAS, there is an existing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from natural, technological, national security or other causes; and

WHEREAS, the parties mutually desire that preparation shall be adequate to provide for the common defense against disaster; and

WHEREAS, the parties mutually desire to assure the coordinated preparation and execution of emergency management programs and plans for the preservation of life and property when disasters occur in accordance with the guidance set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5207; Post Katrina Emergency Management Reform Act of 2006, Public Law 109-295; applicable Federal Emergency Management Guides and Directives; and applicable State of Arizona Emergency Plans:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between County and Public Agency as follows:

DEFINITIONS

1. For purposes of this Agreement, the term “public agency” shall have the same definition as that contained in A.R.S. §11-951.
2. “Participating Public Agencies” means those public agencies, which have active agreements for Disaster and Emergency Management Services with County.
3. “Total Budget” means the Maricopa County Department of Emergency Management’s General Fund and Grant Fund expenditure budgets as adopted by the Maricopa County Board of Supervisors, plus baseline internal/central service charges, for the Preceding Fiscal Year. Budgeted fund balance expenditures, annual maintenance cost for the comprehensive emergency management tool and capital items are not included in the “Total Budgeted” calculation.
4. “Local Budget” means the Total Budget less any contributions or reimbursements to that budget from the federal government.

5. “Preceding Fiscal Year” means the year immediately proceeding the fiscal year for which a participating public agency’s annual assessment is being determined. Annual Assessments are based on the proceeding year’s Local Budget. For example, a public agency’s annual assessment for FY2024 is based on the Maricopa County Department of Emergency Management’s Local Budget for FY2023.
6. “Capital Items” means fixed assets such as furniture, computers, etc., which shall remain the property of the County. Capital items will physically remain with County, which shall bear the risk of damage thereto or loss thereof.
7. “Population” means the most recent U.S. census figure for each Participating Public Agency. This figure is normally calculated every 10 years, but if a supplementary census is conducted out of the 10 year cycle, the supplementary census numbers will be used, provided that all participating public agencies are included in the supplementary census.

TERMS OF AGREEMENT

1. County Obligations

County shall:

- a. Prepare and maintain a county Emergency Operations Plan or Plans (“EOP”) with due consideration of hazards that affect all areas in the County.
- b. Advise and assist Public Agency in the development, review, update, publication, and distribution of an EOP developed by Public Agency.
- c. Advise and assist Public Agency in the development, review, update, publication, and distribution of Continuity of Operations Plans
- d. Advise and assist Public Agency in the development, review, update, publication, and distribution of a Multi-Hazard Mitigation Plan.
- e. Advise and assist Public Agency in the development, review, update, publication, and distribution of a Community Wildfire Protection Plan.
- f. Advise and assist Public Agency with the disaster and emergency management training of such employees as Public Agency shall designate.
- g. Provide and maintain a coordinated countywide emergency management program for extraordinary operational systems not provided for in normal governmental operations, including: Warning Systems, Communications System, comprehensive emergency management and planning, and an Emergency Operations Center.
- h. Provide and maintain, and issue access to a comprehensive emergency management software tool to expedite the emergency operations center processes.
- i. Develop and maintain a countywide comprehensive electronic interactive resource database of government owned and other resources available for use in the event of a disaster.
- j. Provide assistance with local emergency declarations and obtaining Federal and / or State funds available to Public Agency for emergency management and disaster purposes.

- k. Advise and assist Public Agency in the timely preparation of reports and other documentation required by the state and / or federal governments for emergency management purposes.
- l. Offer coordination assistance to Public Agency for major events or disasters affecting Public Agency.
- m. In its sole discretion, have the option to act as a backup EOC for partner cities
- n. Assist Public Agency in the design, development, delivery, and after action reporting of exercises scheduled by Public Agency to test its disaster response capability.

Advise and assist Public Agency with emergency shelter assessments and Americans with Disabilities Act compliance.
- o. Advise and assist Public Agency in complying with the provisions of Title 26, Chapter 2, Arizona Revised Statutes, and State policies and procedures.
- p. Advise and assist Public Agency with public awareness and education including but not limited to:
 - (1) providing disaster response pamphlets/handouts to Public Agency emergency management personnel for later distribution to the public.
 - (2) delivering disaster response pamphlets/handouts to libraries, community centers, and senior centers located in Public Agency.
 - (3) Coordinating with Public Agency to assist with public outreach activities on disaster and emergency-related subjects to schools, civic groups and similar organizations.
 - (4) Coordinating with Public Agency to assist with public outreach activities such as staffing information booths at fairs, safety days and similar events.
- q. Notify Public Agency of its annual assessment for each upcoming fiscal year no later than March 1 of the Preceding Fiscal Year.
- r. Assist Public Agency with other disaster and emergency management programs as may be agreed upon.

2. **Public Agency Obligations**

Public Agency shall:

- a. Develop, publish and distribute an EOP which is complementary to and compatible with County's EOP.
- b. Develop and conduct such emergency management training programs and exercises as it deems necessary.
- c. Have the option to act as a backup to the County if it needs an alternate location.
- d. Collect and provide disaster and emergency management information, such as annual NIMS reporting, when so required by the state or federal government.

- e. During each fiscal year (July 1 to June 30) of the term of this Agreement, pay to County an annual assessment to be determined as follows:
 - (1) County will pay 50% of the Local Budget plus that portion of the Local budget allocated to Capital Items.
 - (2) The remainder of the Local Budget will be paid by the participating public agencies.
 - (3) Public Agency's annual assessment shall be determined by dividing Public Agency's Population by the Total Population of the participating public agencies and then multiplying the quotient by that portion of the Local Budget allocated to the participating public agencies in the preceding paragraph.
 - (4) Public Agencies will pay a fixed amount based on the actual annual maintenance cost of comprehensive emergency management tool. The total annual maintenance will be divided by all Participating Public Agencies equally.
- 3. This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein and contains all the covenants and agreements between the parties with respect to the rendering of disaster and emergency management services. Except as otherwise provided herein, any effective modification must be in writing signed by both parties.
- 4. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. §38-511.
- 5. In the event of any controversy, which may arise out of this Agreement, the parties agree that the matter shall be arbitrated as provided in A.R.S. §12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the parties at such time as arbitration services are needed. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 6. The term of this Agreement shall commence on the Effective Date and continue until June 30, 2033, unless sooner terminated as provided herein. The Agreement may be terminated by either party giving written notice of such intention to the other party not less than ninety (90) days prior to June 30 of the year during which the notice is given, which shall be the effective date of the termination.
- 7. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).
 - a. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.
 - b. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.
 - c. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.
 - d. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of

the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

- e. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.
- 8. To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.
- 9. Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The primary employer shall be solely liable for payment of worker's compensation benefits.
- 10. Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing below, but each party may change such party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days mailing. Notices shall be addressed as follows:

To County to the attention of:

Director
Maricopa County Department of
Emergency Management
5630 East McDowell Rd
Phoenix, AZ 85008

To Public Agency to the attention of:

Emergency Manager
Fire Department
City of Goodyear
14455 West Van Buren St. Suite E-102
Goodyear, AZ 85338

11. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

Dated this ____ day of _____, 2023__

Dated this ____ day of _____, 2023__

Joe Pizzillo, Mayor

For County:
TBD
Chairman, Board of Supervisors

The undersigned attorneys for the respective parties each hereby certify that they have reviewed this Agreement and find that it is in proper form, and within the power and authority granted to their respective clients under the laws of the State of Arizona.

Attorney

Deputy County Attorney

ATTEST _____
Darcie McCracken
Clerk

Juanita Garza
Clerk of the Board

ITEM #: 13.
DATE: 03/20/2023
AI #:1362



CITY COUNCIL ACTION REPORT

**SUBJECT: FY2024 – FY2025 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GOODYEAR AND UNITED
GOODYEAR FIREFIGHTERS LOCAL 4005**

STAFF PRESENTER(S): Vicki Lackey, Deputy Human Resources Director and
Andy Granger, Deputy City Manager

SUMMARY

The existing Memorandum of Understanding (MOU) between the City of Goodyear (City) and United Goodyear Firefighters (UGFF) Local 4005 expires on June 30, 2023. In accordance with Goodyear City Code Article 3 Section 12-14, the Meet and Confer process was started. Staff has reached a tentative agreement with UGFF on a two-year term for the new MOU effective July 1, 2023 through June 30, 2025.

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2301 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE UNITED GOODYEAR FIREFIGHTERS LOCAL 4005 COMMENCING ON JULY 1, 2023 THROUGH JUNE 30, 2025. (Vicki Lackey, Deputy Human Resources Director and Andy Granger, Deputy City Manager)

FISCAL IMPACT

The ongoing cost to implement the MOU is estimated at \$2,289,700 for Year 1 and \$1,122,900 for Year 2. This amount is within anticipated resources and will be included in the FY2024 City Manager's Budget and the base budget for FY2025.

BACKGROUND AND PREVIOUS ACTIONS

Article 3-12 of the Goodyear City Code outlines the process by which Sworn Police, Sworn Fire and eligible non-Sworn Fire Employees of the City of Goodyear and their designated representatives can Meet and Confer with the City Manager or designee relating to their wages, hours, benefits and working conditions. Negotiations between the City and UGFF, representing 133 fire safety full-time equivalent (FTE) positions, began in January 2023. After seven meet and confer sessions, a tentative agreement was reached and is incorporated in the new MOU, attached as Exhibit A, for Council consideration.

STAFF ANALYSIS

The two-year agreement with UGFF is an investment in the City's high-performing and valued fire safety employees. The major components of the new MOU are as follows:

- This agreement is for a two-year period, beginning July 1, 2023, through June 30, 2025
- Year 1 (FY2024)
 - Provides 11.5% market adjustment for sworn members
 - Provides 3% market adjustment for non-sworn members
 - Provides a one-time lump sum retention payment for all sworn and non-sworn members in two payments of \$2,500; for a total of \$5,000
- Year 2 (FY2025)
 - Provides 3% market adjustment for sworn and non-sworn members
- Provides an increase from 1.5% to 2% city contribution for deferred compensation with a member contribution minimum of 1.25%
- Increases to specialty pay for HazMat, Paramedic Preceptor, and Paramedic Certification are included in Year 1 and Year 2
- Increases uniform allowance of \$250 to \$370, four times a year
- Provides an increase to longevity pay for years of service
- Provides city contribution of \$35 per member to a post-retirement health savings trust fund
- Provides city contribution of 7.5% per pay period into the member's 457 account for Tier 1 members of the PSPRS in the Deferred Retirement Option Plan (DROP) program

Attachments

Resolution No. 2023-2301

Exhibit A - MOU

RESOLUTION NO. 2023-2301

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE UNITED GOODYEAR FIREFIGHTERS LOCAL 4005 COMMENCING ON JULY 1, 2023 THROUGH ON JUNE 30, 2025.

WHEREAS, the City of Goodyear ("City"), through its management representatives, has met and conferred in good faith with United Goodyear Firefighters Local 4005 ("UGFF");

WHEREAS, the representatives of the City and UGFF have exchanged information, opinions, and proposals on matters regarding wages, hours, benefits and other terms and conditions of employment for UGFF members;

WHEREAS, the City and UGFF representatives have agreed on the term of a new Memorandum of Understanding to be July 1, 2023 through June 30, 2025;

WHEREAS, the Mayor and Council of the City of Goodyear are authorized to enter into a Memorandum of Understanding (MOU) as a result of Tentative Agreement proposed through the Meet and Confer process.

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

SECTION 1. STATEMENT OF AUTHORITY

Article 3 Section 12-14(F) of the Goodyear City Code establishes that the City Council shall have sole discretion to accept or reject any proposal, recommendation, reports or offers that result from the Meet and Confer process. Final action by the Mayor and Council upon the issues raised during the Meet and Confer process will serve as the MOU for the following Budget Year.

SECTION 2. MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF GOODYEAR AND THE UNITED GOODYEAR FIREFIGHTERS LOCAL 4005, JULY 1, 2023 THROUGH JUNE 30, 2025

The Mayor and Council of the City of Goodyear hereby approve the Memorandum of Understanding (MOU) between the City of Goodyear and the United Goodyear Firefighters Local 4005 (UGFF), a copy of which is attached hereto as Exhibit A. The City Manager is hereby authorized to execute the MOU and directed to take any and all actions necessary to carry out the intent of this Resolution.

SECTION 3. PROVIDING FOR SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the Policies adopted herein by reference is for any reason held to be invalid or unconstitutional by the decisions of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2023.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

MEMORANDUM OF UNDERSTANDING

JULY 1, 2023 THROUGH JUNE 30, 2025
(FY2024 and FY2025)



CITY OF GOODYEAR

AND



**UNITED GOODYEAR FIREFIGHTERS
LOCAL 4005
REPRESENTING
GOODYEAR FIREFIGHTERS**

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PREAMBLE

WHEREAS, the parties, through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours, and working conditions of members comprising the United Goodyear Firefighters (the "Union"); and

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the city of Goodyear and/or the [City of Goodyear Policy and Administrative Guidelines Manual](#)¹;

NOW, THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum of Understanding (MOU) to the City Council of the city of Goodyear with their joint recommendation that the Council resolve to adopt its terms and provisions.

¹ Where the [City of Goodyear Administrative Policy and Guideline Manual](#) is referenced, if the City makes any changes to the manual that affects this MOU, the original Policy or Guideline in effect at the time this MOU was finalized will remain in effect as intended.

² Items where Footnote ¹ is not applicable.

³ Unless otherwise delineated in this document, all articles are for both sworn and non-sworn members covered under the MOU.

DEFINITIONS:

- A. **Assignment Pay:** Rate of pay paid to members who, due to unique circumstances, are assigned work that is being performed on an ongoing basis and is distinctly separate from a member's primary position; or are responsible for the management of specific programs.
- B. **Base Pay Rate:** Rate of pay identified in the wage table, which denotes the members pay without specialty pay, assignment pay, or any other incentives.
- C. **Business Days:** Days in which the city of Goodyear is operating at full capacity and are within the scope of normal business hours. These do not include recognized holidays or weekends.
- D. **Constant Staffing:** The method by which the staffing of fire companies and other vacancies are filled on the normal operational roster that are created by all forms of leave.
- E. **Grievance:** A written allegation by a member or Union representative, submitted as herein specified, claiming specific violation(s) of the express terms of this MOU for which there is no Civil Service or other specific method of review provided by State or City law.
- F. **Grievant's Representative:** A member of the Union currently employed by the City.
- G. **Labor Relations Hours:** Hours allotted to conduct bargaining unit business.
- H. **Merit Adjustment:** Salary increase based on meeting the standards of position which does not change the salary range (similar to a step increase).

- I. **Non-Prime Days:** Monday through Thursday, excluding holidays.
- J. **Prime Days:** Friday, Saturday, Sunday, and holidays.
- K. **Regular Rate of Pay:** Rate of pay identified in the wage table, plus specialty pay and assignment pay.
- L. **Special Event:** A mass gathering of people approved for EMS, hazardous materials, or fire suppression duty that is outside the normal fire department operational roster. . These approved events require support in excess of frontline apparatus and occur in the city of Goodyear or other approved regional locations.
- M. **Scheduled Mandatory:** A day in which you are bid for a mandatory overtime shift.
- N. **Training:** Any department approved class, course, seminar, webinar, symposium, conference, convention, or similarly assigned event in which you are a student, and the intended purpose of your attendance is to become educated on a topic.
- O. **Training Instructor:** Evaluator, instructor, or any other part of the cadre.

Rights

Section 1-1. Gender

Whenever any words used herein are in the masculine, feminine or neutral, they will be construed as though they were also used in another gender in all cases where they would apply.

Section 1-2. Union Dues

- A. The City will deduct bi-weekly an amount for the purpose of Union Dues up to and including the following, Union Political Action Committee (PAC) dues and the Member Services Hardship Fund and Retirement Gift Fund. The Union leadership will be responsible for advising the City in writing of changes in dues. Dues will be deducted from members who have a form on file authorizing the City to deduct Union Dues. Deductions will be transmitted to the Union on a bi-weekly pay period basis. The City will, at the written request of the Union, make changes in the amount of the deduction hereunder during the term of this Memorandum of Understanding (MOU). The City assumes no liability on account of any action taken pursuant to this paragraph.
 - 1. In the event of any change in Union authorized deductions, it is the responsibility of the Union to provide that change with an effective date in writing to Human Resources.
 - a. Members must provide an authorization form that initiates or terminates the deduction of dues.
 - b. Ongoing changes to existing member deductions can be changed by written authorization from Union leadership. Requests for changes in the deduction amount will include the member name, effective date, and amount.
 - c. Submitted changes will be processed on the next available pay period.

- d. The Union will hold harmless the city of Goodyear and all its representatives with any claims associated with the deduction of dues.

Grievance and Mediation

For grievances on conditions not identified within this MOU, the City Grievance Procedures, as outlined in [Goodyear Administrative Policy](#), shall be used after attempted reconciliation through the Pre-grievance Resolution Process. The parties may, by mutual agreement, extend any of the time periods established in this MOU or Goodyear Administrative Guideline.

Section 1-3. Grievance Procedures

A grievance may be submitted, by an individual or their Union representative, identifying a condition that impacts them personally, or by a Union representative on issues that impact a group of people or a situation that cannot be resolved by the Fire Chief.

A member filing a grievance, has the right to request Union representation.

- A. The Union representative has the ability to speak on behalf of the member. The Union representative is further entitled to:
 1. Ask questions related to the matters under discussion at the meeting that will help the member tell their story.
 2. Make relevant remarks concerning such matters.
 3. State the Union's position on the matters discussed.
- B. City will follow its own policy for the grievance process where undefined within the MOU.

Section 1-4. Pre-Grievance Resolution Process

- A. It is the responsibility of the member who believes that they have a legitimate complaint concerning their working conditions to promptly inform and discuss it with their immediate supervisor in order to, in a good faith endeavor, clarify the matter expeditiously and informally at the member-immediate supervisor level. It is the responsibility of the immediate supervisor to ensure communication through the appropriate chain-of-command, to allow for resolution of the issue at the lowest possible level. If these informal steps do not resolve the issue, then the issue will be inserted into the pre-grievance advisory resolution process described below.
 1. Notification is made to the resolution workgroup in writing by either the complainant or the Union Representative.
 - a. This workgroup shall consist of a Union Representative and a Deputy Chief.
 - i. This workgroup is meant to be an advisory group to place the issue in the appropriate Organizational Collaborative Process (OCP) subcommittee or in the case that an issue does not fit within the purview of the established OCP

subcommittees, they can insert the issue directly into the OCP Leadership Team.

- b. It is the responsibility of the Deputy Chief to notify the Human Resources Business Partner (HRBP) of the issue.
 2. The issue will work through the established OCP flow path, ending with the Executive Committee of the OCP.
 - a. The Fire Chief will provide the Executive Committee with a written response within seven (7) business days from the date of the Executive Committee Meeting.
- B. In instances of the Union representative filing the grievance (on behalf of a group of members), the Union representative will work with the Fire Chief to determine the appropriate place to begin the informal resolution process.
- C. If the Pre-grievance Resolution Process does not resolve the issue to the member's or Union representative's satisfaction, and if the complaint constitutes a grievance, the member or the Union has the right to file a formal grievance with the Fire Chief within twelve (12) business days after receiving the Fire Chief's written response.
 1. If related to issues outside the MOU, (i.e. city policies or department policies) the city's grievance guideline will be followed by submitting the written grievance to the Fire Chief, who will within three (3) business days submit the grievance and the findings of the pre-grievance process directly to the Deputy City Manager. This submission represents the last level of the chain of command within the Fire Department under Step Two (2) of [Goodyear Administrative Guideline #830](#).
 - a. It is the responsibility of the Fire Chief to notify the HRBP, the grievant and the grievant's representative, of the date of submission.

Section 1-5. Formal Resolution

- A. **Time Limits:** Failure of departmental representatives to comply with time limits specified throughout the grievance process shall entitle the grievant to appeal to the next level of review. Failure of the grievant to comply with said time limits shall constitute abandonment of the grievance. Parties to the grievance may, by mutual agreement, extend the time limits.

Procedure in processing a formal grievance, the following procedure shall apply:

Step 1

- A. The grievant, their representative, or the Union on behalf of a group of members shall submit the findings of the Pre-grievance Resolution Process to the Fire Chief within twelve (12) business days of receipt of the final determination of the Pre-grievance Resolution Process.
- B. Within three (3) business days of having received the written grievance; the Fire Chief shall submit the written grievance and the findings of the pre-grievance process to the Deputy City Manager, the HRBP, and notify the grievant and the grievant's representative, of the date of submission.

Step 2

- A. Within five (5) business days of having received the written grievance, the Deputy City Manager shall hold a meeting to review the written grievance with the grievant and their Union representative. This meeting may be cancelled by mutual agreement. The Deputy City

Manager has an additional five (5) business days to gather information, if necessary, to deliver the written response to the grievant, Union representative, and the Fire Chief. This is the final step for grievances initiated by the Union. If no resolution is reached, then the Union can submit their request to go to mediation.

Section 1-6. Mediation Procedures

If mediation is initiated, then Department management and the grievant, or their designated representatives shall agree on a mediator. If they are unable to agree on a mediator within five (5) business days, either party may request the Federal Mediation and Conciliation Service (FMCS) to submit to them a list of five (5) mediators who have had experience in the public sector. The parties shall, within five (5) business days of the receipt of said list, select the mediator by alternately striking names from said list until one name remains. Such person shall then become the mediator. The mediator selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- A. The mediator shall neither add to, nor detract from/modify the language of the MOU or of Department rules and regulations in considering any issue properly before them.
- B. The mediator shall expressly confine themselves to the precise issues submitted to them and shall have no authority to consider any other issue not submitted to them.
- C. The mediator shall be bound by applicable State and City law.
- D. The mediator shall within fifteen (15) business days from the close of the mediation hearing submit their findings and advisory recommendations to the grievant and the City Manager, or their designated representatives.
 - 1. If an extension of time is required, both parties must agree.
- E. The costs of the mediator and any other mutually incurred costs shall be borne equally by the City and the Union.
- F. In advance of the mediation meetings, the mediator will establish the rules of the proceedings.

Step 3

- A. The City Manager shall, within ten (10) business days of the receipt of the mediator's written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his/her designated representative.
- B. The grievant attending meetings scheduled by the City will be compensated consistent with the MOU for the duration of the meeting(s) only and will not include any outside meeting preparation.

Organizational Collaborative Process (OCP)

Section 1-7. OCP Executive Committee

- A. There shall be an OCP Executive Committee that consists of two (2) co-chairs: the Fire Chief and the President of the Union, four (4) senior advisors: the Deputy Fire Chiefs and the

Principal Officers of the Executive Board of the Union. The meeting shall be held monthly and at other mutually agreed upon times as deemed necessary.

Section 1-8. OCP Committees and Subcommittees

- A. There shall be OCP Committees and subcommittees empaneled. The creation and purview of each committee shall be determined through consensus of the OCP Executive Committee. The purpose of these committees is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of new fire department programs and/or substantial modifications of existing fire department programs that will have an impact on work schedules or duties of the members.
- B. The Executive Committee is co-chaired by the Fire Chief and the President of the Union. The Leadership Committee is co-chaired by two (2) Union representatives and two (2) Deputy Fire Chiefs. Each subcommittee shall be co-chaired by one (1) member of management and one (1) Union representative. The management co-chair shall be appointed by the Fire Chief. The Union co-chair shall be appointed by the President of the Union.
- C. The subcommittees and the OCP Leadership Team shall meet monthly at mutually scheduled times, and at any other mutually agreed upon times.
- D. The Executive Committee may, if it deems proper, suggest recommendations to the City Manager through the Fire Chief for their consideration and determination.
 - 1. If the new program is approved and results in a new assignment or specialty, the compensation for that assignment or specialty will be determined through a market analysis completed by Human Resources and a recommendation from the Union and city management. The results will be added as an addendum to the current MOU.
- E. The OCP shall review and work together on any changes to Fire Department Operational Policies and/or any of the following but not limited to: promotional examination processes, hiring process, termination process, asset deployment decisions, personnel issues, station bidding processes, special events, and any and all policies as agreed. In case of a split or disagreement between members of the Executive Committee, the Fire Chief will have final decision-making authority.

Section 1-9. Union-City Management Forum

- A. There shall be a Union-City Management Forum consisting of the City Manager, Deputy City Manager, Human Resources Director, the senior staff of the Fire Department, and the Principal Officers of the Union.
- B. The purpose of the Forum is to facilitate improved labor-management relationships by providing a venue for the free discussion of concerns and issues.
- C. The Forum shall meet quarterly at mutually scheduled times, and at any other mutually agreed upon times.
- D. The Chairperson of the Committee shall reside with the Fire Chief. The members shall, in advance of a meeting, provide the Meeting's Chairperson with proposed agenda items, and

the Chairperson shall provide the members with the meeting agenda in advance of the meeting.

Section 1-10. Attendance at Meetings

- A. It is the mutually agreed upon intent to conduct meetings as scheduled. Co-chairs and invitees on duty shall be permitted to attend Committee meetings. Attendance by Committee co-chairs shall not disrupt normal Fire Department operations as agreed to by the Operations Deputy Chief and the President of the Union or the designee. The Fire Chief will have final determination.
- B. Subcommittee and Committee Co-chairs shall be compensated for off-duty attendance and work performed outside of the Committee in collaboration with a management co-chair. The subject matter experts (SME), as approved by the Fire Chief, will be compensated on an as needed basis.
- C. Committee participation is voluntary, off-duty personnel in attendance are not compensated by the City.

Layoffs

This section shall supersede [Goodyear Administrative Guideline #360](#) in relation to the layoff of members covered by this MOU. This provision does not apply to employees of the Fire Department who are not subject to this MOU, and the City Manager retains sole authority to implement layoffs and allocate positions subject to layoff throughout the organization.

The City Manager may lay off a member due to shortage of funds, curtailment of work, abolition of position, a material change in duties, or other reasons given by the City Manager. The conditions of a reduction in force (layoff) shall be as follows:

- A. **Notification of Layoff or Pending Layoff:** The City Manager or designee will notify a member of a pending layoff, in writing, at least thirty (30) calendar days prior to the effective date of the layoff.
- B. **Order of Separation:** When determining the order of separation for a layoff, the City Manager will consider the following factors in order of priority:
 - 1. Employment Status: Elimination of part-time and temporary employee positions will be considered prior to laying off full-time regular status members, except to the extent that the City Manager determines they are necessary for seasonal programs, grant funded positions, public safety, or otherwise fill a position deemed critical by the City Manager. The ending of a temporary assignment due to budget constraints is not considered a layoff.
 - 2. Reverse Absolute Seniority: After employment status has been considered, length of service, based on reverse absolute seniority will be used to determine the order of layoffs.
- C. **Layoff Eligibility List:** Names of former regular service employees who were separated from the City service by layoff or reassignment to a lower classification in lieu of layoff shall be placed on the City's layoff eligibility list, unless the City Manager or designee is notified that they are no longer interested in employment with the City.
- D. **Re-employment of Employees on Layoff Eligibility List:** The goal of the City is to reinstate all employees on the Layoff Eligibility List if possible while also providing current regular full-time members the opportunity to compete for other opportunities within the City as vacancies occur.
 - 1. Each vacancy will be evaluated to determine if the position will be filled. While a Layoff Eligibility List is in existence, approved recruitments will not be filled in accordance with [Goodyear Administration Guideline #320](#), but will be filled as follows:
 - a. Laid off members can be re-employed up to eighteen (18) months based on absolute seniority.
 - b. From eighteen (18) to twenty-four (24) months members can be re-employed based on absolute seniority points which will be awarded through an agreed upon labor management interview process.
 - c. External Recruitment: Recruitments will only be advertised externally if the approved vacancy is not filled through the process listed above.

- E. **Status of Re-employed Laid-off Employees:** If a laid off member is re-hired, the member shall return to regular status in the pay grade of the new position if rehired outside of their prior City position. Member starting rates of pay will be determined in accordance with [Goodyear Policy #200](#).

Labor Relations Time

- A. **Negotiation Time:** The City will allow city paid time for up to a maximum of five (5) members to be used for participation in negotiations at the negotiation table.
- B. **Representation Time:** Time used by Union representatives, not charged to the Labor Relations bank, for the purposes of representing members in the following circumstances:
- a. Disciplinary issues
 - b. Investigatory processes
 - c. Grievances and appeals
- C. The City will provide a maximum of two pay periods for one member of the Executive Board to serve as an Implementation Liaison.
- D. **IAFF Conference & Events:** The City recognizes the below events hosted by the IAFF as providing a mutual benefit to both the City and the Union. Due to this mutual benefit, the City will provide a time off benefit to three (3) Executive Board members, or their designees, to attend these events. The time off benefit shall apply to the travel days and scheduled conference days in keeping with the City's travel policy. The members will be selected by the Union President. Any other educational opportunities or events which may arise and has a mutual benefit, the Fire Chief will determine if this benefit should be extended to that instance.
- a. The Redmond Health and Safety Symposium;
 - b. Affiliate Leadership Training Summit;
 - c. 10th District Partnership Education Program;
 - d. IAFF Convention, Professional Fire Fighters of Arizona Convention; and
 - e. The Fallen Firefighters Memorial.
- E. **Labor Relations Banked Hours:** A bank of donated hours used for Union activities other than those listed above in C and D,. Each calendar year, in the month of January, floating holidays for each member will automatically be donated to the Labor Relations Bank. The labor relations bank will have a soft cap of 2,912 hours. Donations of the floating holiday to the bank may exceed 2,912 hours with the donation of the floating holiday. All other donations will be suspended if the bank exceeds 2,912 hours due to the floating holiday donation. Members of the Union may also donate their vacation hours to this bank throughout the calendar year. The Union will be responsible for communicating with members regarding donations.

Vacation Donation Parameters:

- a. Donating members must maintain a minimum of twenty-four (24) hours in their personal vacation account at the time of vacation hour donation.

- b. Unit members donating vacation must have used or are scheduled to use at least forty-eight (48) hours of vacation in the current calendar year.
- c. Vacation hours due to be lost by members exceeding carryover limits and payouts will be automatically donated to the Labor Relations Bank.
- d. Vacancies will be backfilled in accordance with Constant Staffing Policy.

The City will grant access to the Union to manage the Labor Relations Bank.

Wages and Compensation

Effective Dates: All wages and compensation increases will be effective the first pay period including July 1st. Respectively, June 25, 2023 and June 23, 2024.

Section 1-11. Base Pay

- A. **FY2024, Year 1 (Sworn Only):** A market adjustment of eleven and one-half percent (11.5%) will be applied to the salary schedule. Eligible members, with the exception of members at the maximum of their salary range, will receive their scheduled step increase (See Appendix "A" for detail).
- B. **FY2024, Year 1 (Non-sworn Only):** A market adjustment of three percent (3%) will be applied to the salary schedule. Eligible members, with the exception of members at the maximum of their salary range, will receive their scheduled step increase (See Appendix "A" for detail).
- C. **FY2025, Year 2 (Sworn & Non-sworn):** A market adjustment of three percent (3%) will be applied to the salary schedule. Eligible members, with the exception of members at the maximum of their salary range, will receive their scheduled step increase (See Appendix "A" for detail).
 - a. If the market adjustment for non-represented members in FY2025 exceeds three (3%), the market adjustment will be commensurate.
 - b. If there is a merit adjustment for non-represented employees in FY2025, members at the top of the range will receive a lump sum equal to the merit adjustment similarly applied to non-represented topped out employees. Lump sum payments will be split and paid out in two payments one on July 28, 2023 and one on November 17, 2023.
 - c. market adjustment for non-represented members in FY2025 exceeds three (3%), the market adjustment will be commensurate.

Section 1-12. Retention Pay

- A. **FY2024, Year 1:** All sworn and non-sworn members will receive a one-time lump sum Retention Payment in two (2) payments of \$2,500; for a total of \$5,000 on July 28, 2023 and November 17, 2023. The Retention Payment is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.

Section 1-13. Holidays and Holiday Compensation²

- A. Members who are scheduled to work a City holiday (actual Holiday on the calendar at the start of shift on the holiday to the end of shift on the following day, not the day observed by the City if different) will receive one and one-half (1½) times their regular rate of pay for actual hours worked in addition to holiday pay.
- | | |
|---------------------------|-----------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Veteran's Day |
| 3. President's Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Friday after Thanksgiving Day |
| 5. Juneteenth | 11. Christmas Day |
| 6. Independence Day | |
- B. All employees on a 56-hour schedule (sworn and non-sworn) will be compensated for City recognized holidays. Compensation shall consist of fourteen (14) hours at the regular rate of pay for each City Observed Holiday. The holiday will be paid on the pay period the actual Holiday falls in. This excludes the fourteen (14) floating holiday hours donated to the LR Bank annually.
- C. All employees on a 40-hour schedule (sworn and non-sworn) Regular full-time employees in active pay status on the day a holiday is observed will receive an amount equivalent to ten (10) hours at the regular rate of pay. The holiday will be paid on the pay period the actual Holiday falls in. This excludes the ten (10) floating holiday hours donated to the LR Bank annually.

Section 1-14. Local Days (LD)

- A. Each authorized member will receive Local Days (LD) equal to two (2) shifts [forty-eight (48) hours] per fiscal year.
1. Bidding will be done by absolute seniority, with the first twenty-four (24) hours being bid in whole, for the entirety of the shift, by each eligible member, then;
 2. Bidding will be done by absolute seniority, with the second twenty-four (24) hours being bid in whole, for the entirety of the shift, by each eligible member.
 3. Members will be permitted to bid on non-prime days only, and there shall be no more than two (2) members permitted to be on a Local Day per shift. Local Day bidding shall not constitute the equivalent of vacation day and will not impact the vacation day formula.
 4. If a member requires a rebid, based on shift movement, injury, or any other department related reason, they will be permitted to rebid to a day that does not have a full Local Day allotment. If none are available, they will be permitted to bid as a third Local Day allotment, or a prime day, based upon the discretion and approval of the Deployment sub-committee.
- B. To be eligible, the member must be in an authorized fifty-six (56) -hour hourly position.
1. The intent is to provide two (2) forty-eight (48) hour LD per authorized fifty-six (56) -hour position.

2. Members who are assigned to a fifty-six (56) hour position no later than the first day of the first full pay period in July will qualify for a Local Day in that fiscal year. Fifty-six (56) hour members on light duty, training assignments, or special assignments will qualify.
- C. Local Day's will not rollover, cannot be traded, nor can the benefit be used in part [all twenty-four (24) hours must be used at once for both bid days]. Members cannot work for the city of Goodyear on their Local Days. Local Days are subject to the Catastrophic Staffing Plan. If the Catastrophic Staffing Plan requires the cancellation of Local Days, they will be rescheduled in that fiscal year. If they are unable to be rescheduled, then the member will be credited with twenty-four (24) -hours of vacation per each cancellation.

Section 1-15. Hours Worked

- A. Members authorized to work in excess of their regularly scheduled shift will receive overtime in the amount of one and one-half times (1½) their regular rate of pay. All leave categories, with the exception of off-duty industrial injury appointments, compensatory time leave, and unpaid administrative leave shall be counted as hours worked for the purposes of calculating overtime.
- B. A maximum of forty-eight (48) -hours of compensatory time per year may be used as hours worked for the purposes of calculating overtime.

Section 1-16. Two Hour Minimum

- A. Members will receive a minimum of two (2) hours pay when called in or for working a special event.
- B. Call back time starts upon arrival to your regular duty station or wherever your Personal Protective Equipment (PPE) is stored. An additional thirty (30) minutes of travel time will be paid when called in.

Section 1-17. Acting Out-of-Class Pay (Sworn Only)

- A. Members will be paid for temporarily working out of his/her assigned classification for anytime worked. Members shall receive Acting Pay as follows: Five percent (5%) increases will be paid for firefighter to engineer, engineer to captain, and captain to BC; a ten percent (10%) increase will be paid for firefighter to captain.
- B. Members must follow department policy to qualify for and maintain their ability to receive Acting Out-of-Class Pay.

Section 1-18. Forty (40) Hour Overtime Rate (Sworn Only)

- A. The forty (40) hour rate of pay will be applied with the exclusion of training, constant staffing, wildland staffing, and any supplemental apparatus designated to be employed on the normal operational roster in an effort to mitigate surges and expand capacity

Section 1-19. Deferred Compensation Contribution

- A. The City shall provide a deferred compensation contribution of two percent (2%) of the member's gross pay per pay period to Unit Member's Nationwide 457 Plan. Members must contribute a minimum of one and one-quarter percent (1.25%) of their gross pay per pay period to be eligible for the City contribution.

Section 1-20. Specialty Pay

Members shall receive specific Specialty Pay for successfully completing all of the required training and securing the following appropriate state or national certifications to utilize this training.

All Specialty Pay items listed below are counted as wages for the purpose of calculating a member's regular rate of pay for overtime purposes.

1. Hazardous Material Technician (HazMat) (Sworn only): When a member secures the proper certification and is authorized as a Hazardous Material Technician the member's wages shall be supplemented by payment of an additional hourly wage of \$1.25 per hour for Year 1 and increased to \$1.30 per hour for Year 2. The process by which a member becomes an authorized technician and the number/make-up of technicians shall be codified in Fire Department SOP for the term of the MOU. Any excesses in rank before July 1, 2021 will be grandfathered in to HazMat specialty pay and will be managed internally through attrition.
 - a. HazMat Legacy Pay: When members promote off the team they will go to Step Two (2) of the new rank, which accounts for the value of the HazMat specialty pay being relinquished. The only exception will be if a member is in a long-term [twelve (12) months or greater] acting position in the role they are being promoted into, in which case the member will go to Step Three (3) of the new rank.
 - b. In the event the overall number of HazMat has not been met, the newly promoted member will promote to Step Two (2) of the new rank, in anticipation of them eventually leaving the team, and maintain their hazardous technician pay and assignment until they are replaced by the certification of a new member in the rank where it is most needed as determined through the OCP. Once their position has been backfilled, they will then qualify for the legacy list and pay as prescribed below. Their number on the legacy list will be given to them when they promote, not when they are no longer being compensated as a HazMat technician. Any member who is currently on the legacy list will be grandfathered into this procedure and will be slotted back into the HazMat team by seniority in rank.
 - i. In addition, the member will receive HazMat legacy pay of an hourly wage of \$0.30 per hour in lieu of ongoing HazMat specialty pay. Members that promote off of the team will be placed on a HazMat legacy list by order of seniority in rank.
 - ii. When a vacancy on the team opens for that rank, the member with the most seniority in rank on the legacy list will be offered that slot on the team first. If that member opts to decline this position, they will forfeit their position and pay on the legacy list and will no longer have standing as a HazMat Technician with the Goodyear Fire Department.

2. Paramedic Certification (Sworn only): When a member secures the proper certification and is authorized necessary as a Paramedic the member's wages shall be supplemented by payment of an additional hourly wage of \$3.00 per hour for Year 1 and increased to \$3.10 per hour for Year 2. The process by which a member becomes an authorized Paramedic and the number/make-up of Paramedics shall be codified in Fire Department SOP for the term of the MOU.
3. Paramedic Preceptor: When a member is qualified and is performing the duties of a Paramedic Preceptor, the member's wages shall be supplemented by payment of an additional hourly wage of \$1.25 per hour for Year 1 and increased to \$1.30 per hour for Year 2. Specialty pay for Paramedic Preceptors is only applied when actively performing the duties. There are only two (2) Paramedic Preceptors authorized per student for compensation on an hourly basis.
4. Bi-lingual Pay: Members who are required to speak, interpret, read and write in a language other than English including American Sign Language (ASL) and pass the examination will receive \$0.95 per hour added to their regular rate of pay and members who are required to speak and interpret in a language other than English including American Sign Language (ASL) and pass the examination will receive \$0.55 per hour added to their regular rate of pay.

Year 1: Specialty Pay

Specialty Pay	56 hour Schedule	40 hour Schedule
Paramedic	\$3.00/hr	\$4.40/hr
HazMat	\$1.25/hr	\$1.84/hr
HazMat Legacy	\$0.30/hr	\$0.44/hr

Year 2: Specialty Pay

Specialty Pay	56 hour Schedule	40 hour Schedule
Paramedic	\$3.10/hr	\$4.55/hr
HazMat	\$1.30/hr	\$1.91/hr
HazMat Legacy	\$0.30/hr	\$0.44/hr

Section 1-21. Assignment Pay (Sworn Only)

A. Members approved for Assignment Pay will receive a five percent (5%) increase to their regular rate of pay for the period of time the member is performing the special assignment. If the member is at the maximum of the salary range, the salary will be five percent (5%) above the maximum of the range during the special assignment. Members serve in special assignments at the discretion of the Fire Chief and the removal of a member from a special assignment is not an adverse employment decision that is subject to grievance and/or appeal. The process for qualifying for and maintaining the following assignments will be identified in Fire Department SOP. These assignments will receive a five percent (5%) increase to the members regular rate of pay on a continual basis, while in the assigned role:

1. Fire Investigators
2. Threat Liaison Officers (TLO)
3. HAZMAT Program Manager
4. EMS Program Manager
5. Battalion Safety Officer (BSO) (maximum 6)
6. Wildland Program Manager
7. Authorized 40-hour Positions, including but not limited to:
 - a. Emergency Medical Services Captain (EMS)
 - b. Training Captain
 - c. Health & Safety Officer (HSO)
 - d. Community Response Firefighter(s)
 - e. Recruit Training Officer(s)
 - f. Recruit Mentor(s)

Section 1-22. Standby Pay

A. When members are scheduled for Standby and expected to abide by Standby rules as defined by City Policy, they will receive Standby Pay of \$2.00 per hour.

1. Members will receive twenty-four (24) hours of Stand-by Pay for their bid, scheduled mandatory overtime assignments, until called back. Upon call back, [Hours Worked](#) will apply.

B. Assignment Pay is not in lieu of Standby Pay.

Hours of Work / Working Conditions

Section 1-23. Hours of Work

- A. The daily work hours and weekly shift schedule of members will be determined by the Fire Chief and will comprise work shifts of 48/96. This will not be a guarantee of any minimum number of hours.
- B. Should the Department discontinue shifts of 48/96 on a member wide basis, the Union and the effected members will be given sixty (60) calendar days written notice prior to taking such action and after the Department has demonstrated to the Union a business related need to eliminate shifts of 48/96 on a member wide basis. The Fire Chief shall retain the final authority regarding changes to shift schedules.

Section 1-24. Alternative Work Schedule

- A. It is the understanding of both the City Manager and members that due to the duties and responsibilities of sworn positions that the need for emergency services in which traditional work schedules and hours may not apply.
- B. The work hours and schedule of members assigned to forty (40) hour assignments and all other members assigned to alternative/specialty assignments shall be at the discretion of the Fire Chief or designee.

Alcohol and Drug Testing

- A. Union members are subject to post accident testing only by reasonable cause due to signs or symptoms of impairment. Any signs of impairment will be observed by the Police Officer on the scene of the accident. Other drug and alcohol testing will be done in compliance with the Reasonable Suspicion Testing process in [Goodyear Administrative Guideline #1020](#).

Benefits

Section 1-25. Bereavement Leave²

- A. A member may be authorized to use up to two (2) days (not to exceed 48 hours) of City-paid funeral leave per occurrence to attend the funeral of an immediate family member. Two (2) additional days (not to exceed 48 hours) will be given for funerals requiring out of state travel. The definition of immediate family members is contained in City Administrative Guideline #10.
- B. A member may be authorized to use up to one (1) day (not to exceed 24 hours) of City paid funeral leave per occurrence to attend the funeral of any member of the members extended family. This day may only be utilized on the date of burial or memorial service. If additional time is needed, vacation leave may be used to extend funeral leave.

Section 1-26. Sick Leave Payout upon Separation (Sworn and Non-Sworn)

- A. Members with a minimum of five (5) years of continuous service with the City and who voluntarily separate employment shall be compensated for accrued sick leave up to a maximum of 240 hours (336 hours for fifty-six (56) hour sworn members) upon separation.
- B. Members with a minimum of ten (10) years of continuous service with the City shall be compensated for accrued sick time up to a maximum of four hundred-eighty (480) hours of accrued sick leave for forty (40) hour work week members and accrued sick time up to a maximum of six hundred-seventy-two (672) hours for fifty-six (56) hour work week members upon separation.

Sworn 40-hr	Non-Sworn	Sworn 56
480 hours	480 hours	672 hours

C. Sick Leave Conversion Upon Retirement or Disability Separation

- 1. Full-time members who officially retire through PSPRS, ASRS or members who separate employment due to disability retirement will receive the following amount of sick leave balance that is above the noted threshold paid out in a cash out or deposited in a deferred compensation account up to the maximum IRS allowable amount at the time of termination at the current regular hourly wage amount. Anything in excess of the IRS limit will be cashed out. The following table represents the amount of sick leave that may be converted:

Years of Service	Percent of Sick Leave Balance above hours to be cashed out
8 years	25%
10 years	35%
15 years	50%
20 years	75%

Members who involuntarily separate employment or do not meet these eligibility requirements will not receive any sick cash out above the prescribed rates in Section 1-26.B.

- D. Members who do not meet these eligibility requirements will not receive any sick leave payout at the time of termination, and they forfeit all unused sick time.

Section 1-27. Off-Duty Industrial Injury Appointments

- A. Members will be permitted to attend off-duty industrial injury appointments on their days off and will be compensated for a maximum of two (2) hours per visit. Members should first make an attempt to schedule these appointments on their regular shift days when applicable and in the best interest of expediting an industrial claim. These hours do not count as hours worked for the purposes of calculating overtime.

Section 1-28. Uniform Allowance and Uniform Reimbursement

- A. Members will be paid a uniform allowance of \$370, four (4) times a year.
1. Uniform allowance is for Class A, B, and C uniform items as defined in the Goodyear Fire Department uniform policy.
 2. The Uniform Allowance is also intended for any equipment or maintenance of equipment beyond department issued PPE and used to maintain a continuity of service.
- B. All newly sworn Goodyear Firefighters may submit one time for reimbursement all receipts for purchased uniform apparel up to a total of \$1,000. Allowable reimbursement uniform items include the following approved apparel:
1. One (1) Class A Uniform [one (1) shirt, one (1) pants, one (1) belt, one (1) pair of shoes, and one (1) name tag.];
 2. One (1) Class B (collared polo shirt); and
 3. Class C Uniform for either Summer or Winter apparel [two (2) duty pants, five (5) shirts (long sleeve or short sleeve), two (2) hats, five (5) PT shorts, one (1) hooded sweatshirt, one (1) sweatpants, one (1) pair of steel-toed uniform boots].
- C. All new Ambulance Paramedics and EMT's may submit one time for reimbursement all receipts for purchased uniform apparel up to a total of \$500. Allowable reimbursement uniform items include the following approved apparel:
1. One (1) Class B (collared polo shirt); and
 2. Class C Uniform for either Summer or Winter apparel [two (2) duty pants, five (5) shirts (long sleeve or short sleeve), two (2) hats, five (5) PT shorts, one (1) hooded sweatshirt, one (1) sweatpants, one (1) pair of steel-toed uniform boots].

Section 1-29. Longevity Pay

- A. This provision shall supersede Goodyear Administrative Policy #200 regarding longevity pay for members subject to this MOU for the term of this agreement.
- B. The completed years of service will be measured as of December 1st. However, the OT calculation will be calculated beginning on November 1 and ending on October 31. Longevity will be paid annually on the first pay date in December.

Years of Service <i>(Completed by Dec. 1)</i>	Dollar Amount	Years of Service <i>(Completed by Dec. 1)</i>	Dollar Amount
6	\$1,050.00	14	\$2,100.00
7	\$1,050.00	15	\$2,450.00
8	\$1,260.00	16	\$2,450.00
9	\$1,260.00	17	\$2,450.00
10	\$1,750.00	18	\$2,800.00
11	\$1,750.00	19	\$2,800.00
12	\$1,750.00	20+	\$3,360.00
13	\$2,100.00		

- C. A member **MUST** be actively employed at the time longevity checks are issued to be eligible. Payment of longevity pay is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.

Section 1-30. Vacation Cash-in

- A. Members shall be allowed to cash in up to fifty-six (56) hours of accrued vacation leave, one time a year as determined by the City, as long as they maintain a vacation balance of seventy-two (72) hours after the vacation leave is paid out and have taken at least forty-eight (48) hours of vacation leave between November 1 of the preceding calendar year and October 31 of the current calendar year. Payment of vacation cash-in is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.

*Note** Vacation cash-in pension eligibility is determined by PSPRS Guidelines.*

Section 1-31. Vacation Accrual

Years of Service	Accrual Rate	
	Non-Sworn and Sworn on a 56-hour Schedule	Sworn and Non-Sworn on 40-hr Schedule
0 < 5	6.65	4.75
5 < 10	7.92	5.6571
10 < 15	9.12	6.5143
15 < 21	10.38	7.4143
21+	10.81	7.7214

Members who exceed the maximum carryover of 456 hours, will automatically be paid out up to 48 hours of their excess hours at the end of the calendar year. Any hours beyond the 48 hours excess will automatically be contributed to the Labor Relations Bank.

- A. First year members will have their vacation and sick time accruals loaded in their Vacation and Sick Pay Banks at the 56-hour accrual rate during the first pay period and will be available for use immediately.
- a. There will not be any subsequent accruals during the first year of service.
- B. Any member covered under the MOU who is hired into a full-time 40-hour position will be frontloaded at the 40-hour accrual rate.
- C. If a new employee leaves within the first year where vacation or sick pay has been front-loaded, the bank balance will not be paid out to the employee.
- a. Exception: Vacation payout will be based solely on months of service minus time used.
- D. Starting on year two, vacation and sick time accruals will accumulate on a per pay period basis and will be available to use at the start of the following pay period.

Section 1-32. Vacation Allotment (Sworn & Non-Sworn)

The vacation slots available per day will be determined by an annual assessment conducted in August of the year preceding the next calendar year. This assessment will be a calculation of all members of the organization, new authorized FTE's and a determination of the vacation accrual per pay period for each member towards a subtotal. That subtotal number will then be multiplied by 26, a representation of the total pay periods in the year for a total accrual number. The total accrual number will be measured against the total number hours of vacation currently available in a calendar year. When the total accrual number reaches 80.0% of the vacation hours available in the calendar year then the vacation slots will increase by one allotment per day, until the threshold is below 80%. The current agreed upon allotment is four (4) persons off per shift day.

Section 1-33. Compensatory Time Cash-In

- A. Members can cash in their compensatory time at any time at their regular rate of pay. Cash-in may be requested during the submission of bi-weekly timesheets.
 - 1. All members will cash in their compensatory time at their regular rate of pay.

Section 1-34. Compensatory Time Bank

- A. Compensatory time is earned at a rate of one and one-half (1.5) hours for every one (1) hour worked except when employees who are working a 56 hour schedule work at the 40 hour rate (i.e., Training Instructor, Special Events, etc). In that case, it will be earned at 2.2 hours for every one hour worked ($3054 \div 2080$ calculation). Compensatory time can be banked up to two-hundred-forty (240) hours.

Section 1-35. Education Incentive

- A. Members receiving their degrees will receive a one-time payment per degree completed.
 - 1. Associates - \$200
 - 2. Bachelors - \$400
 - 3. Masters - \$600

Section 1-36. Leave Accrual Banks

- A. Vacation and Sick Leave accrual banks and rates will be converted when a member change between forty (40) hour and fifty-six (56) hour schedules and vice versa.

Section 1-37. Deferred Retirement Option Plan (DROP) Alternative Contribution

- A. Members that are Tier 1 members of the PSPRS, who enter the Deferred Retirement Option Plan (DROP), will be eligible for an additional benefit. Upon the members acceptance by the local board and PSPRS to the DROP program, the City will contribute seven and one-half percent (7.5%) per pay period to the member's 457 account not to exceed the statutory limits of the plan set forth each year by the IRS. Contributions made as required by this MOU are subject to the normal distribution requirements of the plan. The contributions made into the plan are contributed tax deferred until distribution of the funds occurs. Upon distribution the funds become taxable to the member. If for any reason a member terminates participation in DROP, this benefit shall cease.

Post-Retirement Health Savings Trust Fund

- A. To the extent the Union establishes the United Goodyear Fire Fighters Post-Retirement Health Savings Trust Fund, an Internal Revenue Code Section 501(c)(9) voluntary member beneficiary association (the "Trust"), for the purpose of providing retiree health care benefits and other benefits as the Trustees of the Trust may determine.
- B. The Trust shall be managed and administered by a Board of Trustees appointed by the Union.
- C. Each member will contribute \$15.00 per pay period into the Trust for the purpose of providing a monthly stipend for retirees to apply to the cost of their health insurance premiums and related expenses upon retirement. Members covered by the MOU are required to participate in the Trust.
 - 1. The Union President has the ability to increase or decrease the amount of this deduction one (1) time each year for the members of the bargaining unit.
- D. Eligible member contributions are mandatory and therefore shall be deducted from payroll by the City on a pre-tax basis or as otherwise regulated by IRS rules and remitted to the Trust on a bi-weekly basis.
- E. The City will make a contribution of \$35.00 per member per pay period into the Trust as a benefit of employment; \$15.00 of the contribution is a matching contribution.

Shift Trade SOP

- A. Members will be granted the opportunity to exchange shifts. Shift exchanges shall not qualify a member for overtime. All shift exchanges shall be in conformance with Fire Department's Shift Trade SOP 105.013. Shift members executing a trade will only fill the roles of the member they are trading with.

Term of Memorandum

- A. This Memorandum shall remain in full force and effect beginning July 1, 2023 through June 30, 2025.

IN WITNESS WHEREOF, the parties have set their hand this _____ day of _____ 2023.

CITY OF GOODYEAR

By:

Wynette Reed, City Manager

Roric Massey, City Attorney

Vicki Lackey, Deputy Human Resources
Director
Lead Negotiator

Andy Granger, Deputy City Manager
Negotiation Team Member

Tim Wayne, Deputy Fire Chief
Negotiation Team Member

Sheire Farmer, HR Business Partner II
Negotiation Team Member

Kristin Zipprich, HR Analyst
Negotiation Team Member

ATTEST:

Darcie McCracken, City Clerk

UNITED GOODYEAR FIREFIGHTERS

LOCAL 4005

By:

Dan Freiberg
Lead Negotiator

Orion Godfrey
Representative

Neil Roberts
Representative

John Boyce
Representative

Liam Tierney
Representative

APPENDIX A Wage Tables

Year 1: Effective June 25, 2023 DRAFT (Munis to generate)

Sworn Fire

Steps

POSITION	GRADE	SCHED	1	2	3	4	5	6	7
Fire Recruit	761	DAYS	27.85						
Firefighter/EMT	762	SHIFT	19.96	20.97	22.03	23.17	24.33	25.57	26.84
Firefighter/EMT	770	DAYS	29.30	30.79	32.35	34.02	35.72	37.54	39.41
Fire Engineer/EMT	763	SHIFT	28.21	29.64	31.15				
Fire Engineer/EMT	771	DAYS	41.42	43.51	45.74				
Fire Captain/EMT	764	SHIFT	32.74	34.38	36.13				
Fire Captain/EMT	772	DAYS	48.07	50.47	53.04				

11.5% market adjustment applied.

Day rate is based on 3054 hours. The day rate calculation is: Staff hourly wage X 3054 ÷ 2080

Future lateral hires will be given one year credit for every one full year of service as a full-time firefighter and must have completed a regionally recognized Fire Academy.

Entry level lateral hires hired in the first pay period including July 1 - December 31, will be hired at step 2 in the Firefighter range.

New Recruits who graduate the academy in the first pay period including July 1 - December 31, will be brought in at step 2 in the Firefighter range.

Year 2: Effective June 23, 2024

Sworn Fire

Steps

POSITION	GRADE	SCHED	1	2	3	4	5	6	7
Fire Recruit	761	DAYS	28.69						
Firefighter/EMT	762	SHIFT	20.56	21.60	22.69	23.86	25.06	26.33	27.64
Firefighter/EMT	770	DAYS	30.18	31.72	33.32	35.04	36.79	38.67	40.59
Fire Engineer/EMT	763	SHIFT	29.06	30.53	32.09				
Fire Engineer/EMT	771	DAYS	42.66	44.82	47.11				
Fire Captain/EMT	764	SHIFT	33.72	35.41	37.21				
Fire Captain/EMT	772	DAYS	49.51	51.99	54.63				

3% market adjustment applied.

Year 1: Effective June 25, 2023

Non-sworn Fire

Steps

POSITION	GRADE	SCHED	1	2	3	4	5	6
Emergency Medical Technician (56 hours)	790	SHIFT	17.52	18.40	19.31	20.28		
Emergency Medical Technician (40 hours)	792	DAYS	28.23	29.65	31.12	32.68		
Emergency Paramedic (56 hours)	794	SHIFT	20.28	21.29	22.35	23.47	24.65	25.87
Emergency Paramedic (40 hours)	796	DAYS	32.68	34.31	36.02	37.83	39.72	41.70

3% market adjustment applied.

Day rate is calculated as follows:

Take the shift rate x 2080 hours plus the scheduled overtime hours of 848 x 1.5 of shift rate to get an annual salary, then divide it by 2080.

Example:

$$= (\$17.52 \times 2080) = \$36,441.60$$

$$= (\$17.52 \times 1.5) = \$26.28 \times 848 = \$22,285.44$$

$$= \$36,441.60 + \$22,285.44 = \$58,727.04$$

$$= \$58,727.04 / 2080 = \$28.23$$

Maximum scheduled annual hours is **2928** (2080 + 848)

Year 2: Effective June 23, 2024

Non-sworn Fire

Steps

POSITION	GRADE	SCHED	1	2	3	4	5	6
Emergency Medical Technician (56 hours)	790	SHIFT	18.05	18.95	19.89	20.89		
Emergency Medical Technician (40 hours)	792	DAYS	29.08	30.53	32.06	33.66		
Emergency Paramedic (56 hours)	794	SHIFT	20.89	21.93	23.02	24.18	25.39	26.65
Emergency Paramedic (40 hours)	796	DAYS	33.66	35.34	37.10	38.96	40.91	42.95

3% market adjustment applied.

Day rate is calculated as follows:

Take the shift rate x 2080 hours plus the scheduled overtime hours of 848 x 1.5 of shift rate to get an annual salary, then divide it by 2080.

Example:

$$= (\$18.05 \times 2080) = \$37,544.00$$

$$= (\$18.05 \times 1.5) = \$27.07 \times 848 = \$22,955.36$$

$$= \$37,544.00 + \$22,955.36 = \$60,499.36$$

$$= \$60,499.36 / 2080 = \$29.08$$

Maximum scheduled annual hours is **2928** (2080 + 848)

ITEM #: 14.
DATE: 03/20/2023
AI #:1363



CITY COUNCIL ACTION REPORT

**SUBJECT: FY2024 – FY2025 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GOODYEAR AND GOODYEAR
POLICE OFFICERS ASSOCIATION**

STAFF PRESENTER(S): Vicki Lackey, Deputy Human Resources Director and
Andy Granger, Deputy City Manager

SUMMARY

The existing Memorandum of Understanding (MOU) between the City of Goodyear (City) and Goodyear Police Officers Association (GYPOA) expires on June 30, 2023. In accordance with Goodyear City Code Article 3 Section 12-14, the Meet and Confer process was started. Staff has reached a tentative agreement with GYPOA on a two-year term for the new MOU effective July 1, 2023 through June 30, 2025.

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2300 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE GOODYEAR POLICE OFFICERS ASSOCIATION COMMENCING ON JULY 1, 2023 THROUGH JUNE 30, 2025.
(Vicki Lackey, Deputy Human Resources Director and Andy Granger, Deputy City Manager)

FISCAL IMPACT

The ongoing cost to implement the MOU is estimated at \$2,878,300 for Year 1 and \$1,122,700 for Year 2. This amount is within anticipated resources and will be included in the FY2024 City Manager's Budget and the base budget for FY2025.

BACKGROUND AND PREVIOUS ACTIONS

Article 3-12 of the Goodyear City Code outlines the process by which Sworn Police, Sworn Fire and eligible non-Sworn Fire Employees of the City of Goodyear and their designated representatives can Meet and Confer with the City Manager or designee relating to their wages, hours, benefits and working conditions. Negotiations between the City and GYPOA, representing 135 sworn police full-time equivalent (FTE) positions, began in January 2023. After four meet and confer sessions, a tentative agreement was reached and is incorporated in the new MOU, attached as Exhibit A, for Council consideration.

STAFF ANALYSIS

The two-year agreement with GYPOA is an investment in the City's high-performing and valued police employees. The major components of the new MOU are as follows:

- This agreement is for a two-year period, beginning July 1, 2023, through June 30, 2025
- Year 1 (FY2024)
 - Provides 12.5% market adjustment for eligible members
 - Provides a one-time lump sum retention payment for employees with eligible years of service
- Year 2 (FY2025)
 - Provides 3% market adjustment for eligible members
- Provides an increase from 1.5% to 2% city contribution for deferred compensation with a member contribution minimum of 2%
- Provides an increase to assignment pay with a maximum of \$5.00 per hour
- Provides sworn police members uniform allowance of \$625, four times a year
- Provides an increase to longevity pay for years of service
- Provides city contribution of 7.5% per pay period into the member's 457 account for Tier 1 members of the PSPRS in the Deferred Retirement Option Plan (DROP) program

Attachments

Resolution No. 2023-2300

Exhibit A - MOU

RESOLUTION NO. 2023-2300

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE GOODYEAR POLICE OFFICERS ASSOCIATION COMMENCING ON JULY 1, 2023 THROUGH JUNE 30, 2025.

WHEREAS, the City of Goodyear ("City"), through its management representatives, has met and conferred in good faith with Goodyear Police Officers Association ("GYPOA");

WHEREAS, the representatives of the City and GYPOA have exchanged information, opinions, and proposals on matters regarding wages, hours, benefits and other terms and conditions of employment for GYPOA members;

WHEREAS, the City and GYPOA representatives have agreed on the term of a new Memorandum of Understanding to be July 1, 2023 through June 30, 2025; and

WHEREAS, the Mayor and Council of the City of Goodyear are authorized to enter into a Memorandum of Understanding (MOU) as a result of Tentative Agreement proposed through the Meet and Confer process.

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

SECTION 1. STATEMENT OF AUTHORITY

Article 3 Section 12-14(F) of the Goodyear City Code establishes that the City Council shall have sole discretion to accept or reject any proposal, recommendation, reports or offers that result from the Meet and Confer process. Final action by the Mayor and Council upon the issues raised during the Meet and Confer process will serve as the MOU for the following Budget Year.

SECTION 2. MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF GOODYEAR AND THE GOODYEAR POLICE OFFICERS ASSOCIATION, JULY 1, 2023 THROUGH JUNE 30, 2025

The Mayor and Council of the City of Goodyear hereby approve the Memorandum of Understanding (MOU) between the City of Goodyear and the Goodyear Police Officers Association (GYPOA), a copy of which is attached hereto as Exhibit A. The City Manager is hereby authorized to execute the MOU and directed to take any and all actions necessary to carry out the intent of this Resolution.

SECTION 3. PROVIDING FOR SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the Policies adopted herein by reference is for any reason held to be invalid or unconstitutional by the decisions of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2023.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

MEMORANDUM OF UNDERSTANDING

JULY 1, 2023 THROUGH JUNE 30, 2025



CITY OF GOODYEAR

AND



**GOODYEAR POLICE OFFICERS
ASSOCIATION (GYPOA)**

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PREAMBLE

WHEREAS, the city of Goodyear ("City") and the Goodyear Police Officers Association, the designated Public Safety Sworn Employees Organization ("Organization") for Goodyear Police Officers and Police Sergeants ("Members") through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours, and working conditions; and

WHEREAS, the City and Organization shall collectively be referenced as the "Parties" for the purposes of this Memorandum; and

WHEREAS, the Parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the [statutes of the State of Arizona](#) or the [Charter or ordinances of the city of Goodyear](#) and/or the [City of Goodyear Policy and Guidelines Manual](#);

WHEREAS, the Parties hereby recognize the value of a collaborative relationship between the association and management and therefore endeavor to facilitate inclusive processes that consider the interests of both Parties as outlined in the permissible areas of meet and confer ordinance.

NOW, THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the Parties submit this Memorandum of Understanding (MOU) to the City Council of the city of Goodyear with their joint recommendation that the Council resolve to adopt its terms and provisions.

ARTICLE 1: Rights

Section 1-1. Gender

Whenever any words used herein are in the masculine, feminine or neutral, they will be construed as though they were also used in another gender in all cases where they would so apply.

ARTICLE 2: Grievance

Section 2-1. Definition of Grievance

A "grievance" is a written allegation by an employee, submitted in a timely manner in accordance with the provision, alleging specific violations of the terms of this MOU which are alleged to be violated and the specific remedy will automatically terminate the grievance.

A "Unit Grievance" is a written allegation by the Organization, submitted as herein specified, charging violation(s) of the specific express terms of the MOU that involve the entire unit and not merely the complaints of one or more members and not of an

operational nature and not merely a specific application of this MOU to one or more members.

A "Representative" is defined as a member of the Organization currently employed by the City.

Section 2-2. Informal Resolution

- A. It is the responsibility of the members who believe that they have a bona fide complaint concerning violations of this MOU to promptly inform and discuss it with their Police Chief's Management Designee in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the member-immediate Police Chief's Management Designee level. If such informal discussion does not resolve the problem to the members satisfaction, and if the complaint constitutes a grievance as herein defined, the member may file a formal grievance in accordance with the following procedure. Members may use not more than two (2) hours of duty time to prepare the formal grievance. Failure to complete and file a grievance within the specified time frame will automatically terminate the complaint.

Section 2-3. Formal Grievance Procedure

- A. Unit grievances will skip Step 1 and will commence at Step 2.
- B. In processing a formal grievance, the following procedure will apply:

Step 1

- A. The member will reduce their grievance to writing by signing and completing all parts of the grievance form provided by the City and submit it to the Police Chief's Management Designee within fourteen (14) calendar days of the event giving rise to the grievance. Either party may then request that a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. The Police Chief's Management Designee will, within twenty-eight (28) calendar days of having received the written grievance, or such meeting, whichever is later, submit their response thereto in writing to the grievant and the grievant's representative, if any.

Step 2

- A. If the response to the first level of review does not result in resolution of the grievance, the grievant or their representative may submit the grievance to a Labor/Management Committee for review and recommendation within seven (7) calendar days of the receipt of the step one response. The Committee will consist of up to two (2) representatives of the Organization who were on the negotiating committee and up to two (2) representatives of the City Manager who were on the negotiating committee. Within fourteen (14) calendar days of having received the appeal, the Labor/Management Committee will meet to review the grievance, unless

the date is mutually extended. Within fourteen (14) calendar days from the date of the committee meeting, the Labor/Management representatives will submit a recommended disposition of the matter to the City Manager.

Step 3

- A. If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance to the Police Chief within fourteen (14) calendar days of the grievant's or their representative's receipt of the Step 2 response. Either party may request a meeting be held concerning the grievance or mutually agree that no meeting be held. Within twenty-eight (28) calendar days of having received the appeal, or the meeting, whichever is later, the Police Chief will submit their response to the appeal to the grievant and the grievant's representative, if any.

Step 4

- A. If the response of the third level of review does not result in resolution of the grievance, the grievant and the Organization may jointly invoke the Step 4 procedure to request mediation, by filing an appeal within ten (10) calendar days (excluding City holidays) of receipt of the recommendation. Nothing precludes the City and the Organization from mutually agreeing to combine more than one (1) grievance into the same mediation if they determine that multiple requests for mediation fall under the same issue.
- B. Department management and the grievant, or their designated representative, will agree on a mediator. If they are unable to agree on a mediator within ten (10) calendar days (excluding City holidays), either party may request the Federal Mediation and Conciliation Service (FCMS) to submit to them a list of seven (7) mediators who have had experience in the public sector. The Parties will, within ten (10) calendar days (excluding City holidays) of the receipt of said list, select the mediator by alternately striking names from said list until one (1) name remains. Such person will then become the mediator. The mediator selected will hold a hearing as expeditiously as possible at a time and place convenient to the Parties, and will be bound by the following:
 - 1. The mediator will neither add to, detract from, nor modify the language of the MOU or of Department rules and regulations in considering any issue properly brought to them.
 - 2. The mediator will expressly confine themselves to the precise issues submitted to them and will have no authority to consider any other issue not submitted to them.
 - 3. The mediator will be bound by applicable State and City law.
 - 4. The mediator will, within thirty (30) days from the close of the mediation hearing, submit a recommendation to both Parties.
- C. The costs of the mediator and any other mutually incurred costs will be borne equally by the Parties.

Step 5

- A. If the mediator's recommendation does not result in the resolution of the grievance, either party may submit the grievance to the City Manager or designee within ten (10) calendar days (excluding City holidays) of receipt of the mediator's recommendation.
- B. The City Manager or designee may accept, modify, or reject the mediator's recommendation. The City Manager or designee will submit their decision in writing to the grievant and the designated representative within twenty-one (21) calendar days (excluding City holidays) of receipt of the appeal.
- C. The City Manager's or designee's decision is the final step in the grievance process.

Failure of Departmental representatives to comply with time limits specified in [Step 1](#) and [Step 2](#) will entitle the grievant to appeal to the next level of review, and failure of the grievant to comply with said time limits in this procedure will constitute abandonment of the grievance. The Parties may extend time limits by mutual written agreement in advance.

ARTICLE 3: Labor-Management Committees

Section 3-1. Labor-Management Operations Committee

- A. There shall be a Labor-Management Operations Committee ("Committee") consisting of up to four (4) representatives of the Organization meeting with the Police Chief or the Chief's designee. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of major new department programs or substantial modifications of existing major department programs that will have a significant impact on work schedules or duties of the members.
- B. The Committee shall meet monthly at mutually scheduled times, and at any other mutually scheduled times.
- C. The labor groups shall, in advance of a meeting, provide the Police Chief with proposed agenda items.
- D. The Committee may, if it deems proper, suggest recommendations to the Police Chief for their consideration and determination.
- E. Any matter referred to within the grievance process may be discussed by the Committee at the request of any member of the Committee.
- F. The City will provide to the Labor-Management Committee the professional services of a scribe for the labor-management process.
- G. The Committee shall review any changes to Department Policies and/or any of the following but not limited to: the Organization and Management shall endeavor to create a process to include employee input through a Labor-Management Group or

equivalent for selection and use of equipment including, but not limited to, vehicles, uniforms, other related duty equipment, etc.)

Section 3-2. Labor-Management Executive Committee

- A. There shall be a Labor-Management Executive Committee consisting of up to four (4) representatives of management from the Police Department and Human Resources Department and up to four (4) Representatives of the Organization. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems.
- B. The Committee shall meet quarterly at mutually scheduled times, and at any other mutually scheduled times.
- C. The Chairmanship of the Committee shall reside with the Police Chief. The members shall, in advance of a meeting, provide the Police Chief with proposed agenda items.

ARTICLE 4: Conducting Association Business

Section 4-1. Donated Release Time

- A. Donated Release Time is time off from normal working duties/hours to conduct bargaining unit business.
- B. A Donated Release Time Bank is a bank of donated vacation hours used for grievance, labor-management meetings, representing an employee/member, or any other labor management process excluding political activity. Goodyear Police Officers Association (GYPOA) may donate their vacation hours to this bank.
 - 1. Donation to this bank will be allowed two (2) times per year, July and December. In the event GYPOA Executive Board determines the need for additional donations, one additional donation will be scheduled at an agreed upon time by the City and GYPOA.
 - 2. The Watch Commander will authorize time off specific to this bank.
 - 3. GYPOA member must have used at least thirty (30) hours of vacation and/or compensatory time in the current calendar year. Donation will be based on accrual balance at the end of June and November.
 - 4. Member must maintain a minimum of twenty (20) hours in personal vacation account.
 - 5. A maximum of twelve (12) hours may be used at a time.
 - 6. Only used for and by GYPOA members.

Section 4-2. Official Association Related Business During Non-Work Hours to be Compensated

- A. The City recognizes the following mandatory events as providing mutual benefit to both the City and the Union:
 - 1. State or National Conference (one per year, alternating years);
 - 2. Leadership Conference or Labor Summit [one (1) per year, alternating years]; and
 - 3. Cover time only for two (2) events per year.
- B. The City will allow City paid time for up to four-hundred (400) hours total per year paid as straight time. Including:
 - 1. Up to a maximum of five (5) members per event;
 - 2. Up to a maximum of forty (40) hours per member/per event; and
 - 3. Members shall log time attending the above referenced events as regular straight time in the City/Department time-entry system.
- C. Training Pay will not be paid if teaching at any of these non-departmental events.

Section 4-3. Negotiation Time

- A. The City will allow city paid time for up to a maximum of five (5) members to be used for participation in negotiations at the negotiation table.

ARTICLE 5: Layoffs

This section shall supersede [Goodyear Administrative Guideline #360](#) in relation to the layoff of employees/members covered by this MOU. This provision does not apply to employees of the Police Department who are not subject to this MOU, and the City Manager retains sole authority to implement layoffs and allocate positions subject to layoff throughout the organization.

The City Manager may lay off a member due to shortage of funds, curtailment of work, abolition of position, a material change in duties, or other reasons given by the City Manager. The conditions of a reduction in force (layoff) shall be as follows:

- A. **Notification of a Pending Layoff:** The City Manager or designee will notify a member of a pending layoff, in writing, at least thirty (30) calendar days prior to the effective date of the layoff.
- B. **Order of Separation:** The City Manager or designee will notify a member of a pending layoff, in writing, at least thirty (30) calendar days prior to the effective date of the layoff.
 - 1. Employment Status: Elimination of part-time and temporary employee positions will be considered prior to laying off full-time regular status members, except to

the extent that the City Manager determines they are necessary for seasonal programs, grant funded positions, public safety, or otherwise fill a position deemed critical by the City Manager. The ending of a temporary assignment due to budget constraints is not considered a layoff.

2. Job Consideration: The importance of the position in relationship to the delivery of basic services provided by the City.
 3. Seniority: After employment status and job considerations has been considered, length of service, based on the hire date, will be used to determine the order of layoff and is at the City Manager's discretion. Seniority is determined by hire date with the city of Goodyear Police Department as a sworn police officer or police recruit whichever comes first.
- C. **Layoff Eligibility List**: The goal of the City is to reinstate all employees/members on the Layoff Eligibility List if possible while also providing current regular full-time employees the opportunity to compete for other opportunities within the City as vacancies occur.
- D. **Re-employment of Employee/Members on Layoff Eligibility List**: The goal of the City is to reinstate all employees on the Layoff Eligibility List if possible while also providing current regular full-time employees/members the opportunity to compete for other opportunities within the City as vacancies occur.

Each vacancy will be evaluated to determine if the position will be filled. While a Layoff Eligibility List is in existence, approved recruitments will not be filled in accordance with [Administrative Guideline #320](#), but will be filled as follows:

1. Laid off member can be re-employed up to eighteen (18) months based on hire date as described above.
 2. From eighteen (18) to twenty-four (24) months employees can be re-employed based on seniority points which will be awarded through an agreed upon labor-management interview process.
 3. External Recruitment: Recruitments will only be advertised externally if the approved vacancy is not filled through the internal process listed above.
- E. **Status of Re-employed Laid-off Employees**: If a laid off employee is rehired; the employee shall return to regular status in the pay grade of the new position. Employee starting rates of pay will be determined in accordance with [Goodyear Administrative Policy #200](#).

ARTICLE 6: Internal Investigations

- A. If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship or with an employee representative as defined in Police Department policies or Organization representative who may discuss the matter only with the Grievance Chair of the GYPOA or president of the appropriate union of

which the subject employee is a member. Who, in turn, may not share the information with any party that might compromise the integrity of the investigation.

ARTICLE 7: Hours of Work

- A. The daily work hours and weekly shift schedule of members will be determined by the Police Chief and will comprise of forty (40) hours within a seven (7) day work week. This will not be a guarantee of any minimum number of hours.
- B. Shift schedules will be mutually agreed upon with the Association and Management. Should the Department change schedules on an employee-wide basis, the Organization and the impacted members will be given thirty (30) calendar days written notice prior to taking such action and after the Department has demonstrated to the Organization the business related need. The Police Chief shall retain final authority on the determination of duty hours of members.
- C. All leave categories, with the exception of compensatory time leave, industrial leave appointments during off-duty time (if added to City Policy) and unpaid administrative leave shall be counted as hours worked for the purposes of calculating overtime.
- D. Management retains the right to manage scheduling and overtime. It is the expectation that when schedules are changed management and employee should work together to allow for time to be paid, taken as compensatory time or flexed.

Section 7-1. Meal Break/Rest Break

- A. Members receive one (1) thirty (30) minute meal break during their shifts.
- B. Members who work at least four (4) additional hours beyond their scheduled shift may receive an additional thirty (30) minute meal break.
- C. Members may have one (1) separate rest period of twenty (20) minutes, each four (4) hour period during the work day, which shall be counted as time worked.
- D. All meal breaks and rest periods are considered to be paid time; therefore, unit members are subject to recall during meal breaks and rest periods.

ARTICLE 8: Wages and Compensation

- A. **Effective Dates:** All wages and compensation increases will be effective the first pay period including July 1st. Respectively, June 25, 2023 and June 23, 2024.

Section 8-1. Market & Step Increases

- A. **FY2024, Year 1:** A market adjustment of twelve and one-half percent (12.5%) will be applied to the salary schedule. Eligible members, with the exception of members at the

maximum of their salary range, will receive their scheduled step increase ([See Appendix "A"](#) for detail.)

- B. **FY2025, Year 2:** A market adjustment of three percent (3%) will be applied to the salary schedule. Eligible members, with the exception of members at the maximum of their salary range, will receive their scheduled step increase ([See Appendix "A"](#) for detail.)
1. If the market adjustment for non-represented employees in FY2025 exceeds 3%, the market adjustment will be commensurate.

Section 8-2. Retention Pay

- A. **FY2024, Year 1:** Employees with eligible years of service as of July 1, 2023 will receive a one-time lump sum Retention Payment on July 28, 2023. Retention Payment is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.

Years of Service (Completed by July 1, 2023)	Dollar Amount
3 years and under*	\$6,000.00
3 – 4 years	\$7,500.00
5+ years	\$10,000.00

**If a sworn member received a signing bonus within the last 3 years, the sworn member will not receive this Retention Payment.*

Section 8-3. Salary Structure & Promotional Increases

- A. To avoid salary compression, a minimum gap of five percent (5%) will be maintained between topped out Officers and Step 1 Sergeants. Specialty pays will be factored into the promotional increase.
- B. As of June 25, 2023, Step 1 of the Officer Pay Range will be removed from the pay scale. The pay scale will now begin with the second step.
- C. As of June 25, 2023, Step 1 and 2 will be removed from the Sergeant pay scale. The pay scale will now begin with the third step.

Section 8-4. Deferred Compensation

- A. Police Officers and Sergeants will receive a matching two percent (2%) city contribution to a qualifying 457(b) deferred compensation account. In order to receive the two percent (2%) matching City contribution, they must contribute a minimum of two percent (2%).

Section 8-5. Compensatory Time Cash-in

- A. Members can cash in their compensatory time at any time at their straight time rate. Cash in may be requested during the submission of bi-weekly timesheets and processed with the next regularly scheduled pay period.
- B. The maximum accrual for compensatory time is two hundred-forty (240) hours for Police Officers and Sergeants.
- C. Upon promotion or transfer to another department or moving from a non-exempt to an exempt position, the member must be paid out the entire balance of their compensatory time account at the current rate of pay prior to promotion or transfer.

Section 8-6. Holidays and Holiday Compensation

- A. Members will receive ten (10) hours per day for eleven (11) holidays and one (1) floating holiday.
- B. Members will be allowed to use the floating holiday in increments of quarter ($\frac{1}{4}$) hours. Floating holidays may not be carried forward to be used in the following year.
- C. Members who are scheduled to work a City holiday (actual Holiday on the calendar, not the day observed by the City, if different) will receive one and one half ($1\frac{1}{2}$) times their regular rate of pay for actual hours worked in addition to holiday pay.
- D. Members who are scheduled to work a City holiday (actual Holiday and identified as a Premium Holiday – Thanksgiving Day and Christmas Day) will receive two (2) times their regular rate of pay for actual hours worked in addition to holiday pay.
- E. Holiday hours to be added to the members base rate of pay and shall be included in the calculation of the overtime rate.

Section 8-7. Assignment Pay

- A. Assignment Pay maximum is \$5.00 to include PD Responder Pay of \$1.00 with a maximum of two (2) Specialty Pays.

ASSIGNMENT PAY	AMOUNT
Responder Pay (1 max)	\$1.00 per hour
*Specialty Pay (2 max)	\$2.00 per hour
Training Pay	\$50.00 per day

**Specialty Pay categories will be defined in the Police Department Policy*

Section 8-8. Longevity Pay

- A. The completed years of service will be measured as of December 1st. Longevity pay is considered an element of base pay in regards to the FLSA, any overtime implications

will be calculated using hours worked beginning on November 1 and ending on October 31.

Years of Service (Completed by Dec. 1)	Dollar Amount
6 – 7 years	\$750.00
8 – 9 years	\$900.00
10 – 12 years	\$1,250.00
13 – 14 years	\$1,500.00
15 – 17 years	\$1,750.00
18 – 19 years	\$2,000.00
20+ years	\$2,400.00

- B. A member **MUST** be actively employed at the time longevity checks are issued to be eligible. Payment of longevity pay is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.

Section 8-9. Shift Differential

- A. Shift differential shall be paid to eligible members for scheduled hours actually worked on an assigned second or third shift of eight (8) hours or more. Shift differential is added to the members base rate of pay and shall be included in the calculation of the overtime rate as required by the FLSA. Shift differential will be paid as follows:

Shift	Differential Amount
1 st Shift	N/A
2 nd Shift	\$0.50
3 rd Shift	\$0.75
4 th Shift	\$1.00

- B. Pay will be adjusted for a member only after a member has worked a minimum of four (4) consecutive days on the same shift (whether first, second, third or fourth shift) during a pay period.
- C. This does not preclude or interrupt management's right to adjust schedules or shifts to meet the needs of the Police Department operations.

Section 8-10. Patrol Shift Coverage

- A. Patrol Shift Coverage is unscheduled time worked where a member is covering a patrol squad.
- B. Patrol Shift Coverage will be paid at one and three-quarters (1.75) times the base rate of pay for hours worked.

Section 8-11. Uniform Allowance

- A. Sworn Police members will be paid a uniform allowance of \$625 four (4) times a year.

ARTICLE 9: Benefits

Section 9-1. Funeral Benefit

- A. In the event that an employee is killed in the line of duty, or dies from injuries sustained in the line of duty, the City will pay or reimburse up to fifteen thousand dollars (\$15,000) toward funeral related expenses to the designated agent or service provider. Expenses above the allotted \$15,000, may be approved by City Manager.

Section 9-2. Vacation Cash-In

- A. Employees shall be allowed to cash in up to forty (40) hours of accrued vacation leave, one (1) time a year as determined by the City, as long as they maintain a vacation balance of eighty (80) hours after the vacation leave is paid out and have taken at least forty (40) hours of vacation leave prior to the cash in date. Payment of vacation cash-in is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.

Section 9-3. Vacation Accrual

- A. For employees entitled to vacation leave, accruals begin on the first day of employment. No employee shall take vacation leave in excess of the amount accrued. Full-time employees accrue vacation leave on a per pay period basis based on years of service as noted below.

Accrual Rate	
Years of Service	40-hr EE Vacation Accrual Rate
0 < 5	4.40
5 < 10	5.30
10 < 15	6.15
15 < 21	7.06
21+	7.36

Section 9-4. DROP Alternative Contribution

- A. Members that are Tier 1 members of the Public Safety Personnel Retirement System (PSPRS), who enter the Deferred Retirement Option Plan (DROP), will be eligible for

an additional benefit. Upon the members acceptance by the local board and PSPRS to the DROP program, the City will contribute seven and one-half percent (7.5%) per pay period to the member's 457 account not exceed the statutory limits of the plan set forth each year by the IRS. Contributions made as required by this MOU are subject to the normal distribution requirements of the plan. The contributions made into the plan are contributed tax deferred until distribution of the funds occurs. Upon distribution the funds become taxable to the member. If for any reason a member terminates participation in DROP, this benefit shall cease.

ARTICLE 10: Term of Memorandum

- A. This Memorandum shall remain in full force and effect beginning July 1, 2023 through June 30, 2025.

IN WITNESS WHEREOF, the parties have set their hand this _____ day of _____ 2023.

CITY OF GOODYEAR

By:

Wynette Reed, City Manager

Roric Massey, City Attorney

Vicki Lackey, Deputy Human Resources
Deputy Director
Lead Negotiator

Andy Granger, Deputy City Manager
Negotiation Team Member

David Farrow, Deputy Police Chief
Negotiation Team Member

Shealyn Becker, HR Business Partner II
Negotiation Team Member

Kristin Zipprich, HR Analyst
Negotiation Team Member

ATTEST:

Darcie McCracken, City Clerk

GOODYEAR POLICE OFFICERS
ASSOCIATION (GYPOA)

By:

Marcus Patterson, President
Lead Negotiator

Caroline Petrie
Representative

Ben Armstead
Representative

Frank Grijalva
Representative

APPENDIX A

Wage Tables

Grade and Step Table - Effective July 2023									
Sworn Police					Steps				
Position	Grade	1	2	3	4	5	6	7	Grade
Police Officer*	752	68,745.69	72,182.92	75,792.13	79,581.76	83,560.93	87,739.00	92,126.03	752
		33.0508	34.7033	36.4385	38.2605	40.1735	42.1822	44.2914	
Police Sergeant	754	104,542.31	109,769.40	115,257.87	121,020.82				754
		50.2607	52.7738	55.4124	58.1831				
- Police Officer - Remove Step 1 (Total of 7 Steps)									
- Police Sergeant - Remove Step 1-2 (Total of 4 Steps)									
- 12.5% Increase to each step									
Grade and Step Table - Effective July 2024									
Sworn Police					Steps				
Position	Grade	1	2	3	4	5	6	7	Grade
Police Officer*	752	70,808.06	74,348.40	78,065.90	81,969.21	86,067.76	90,371.17	94,889.82	752
		34.0423	35.7444	37.5317	39.4083	41.3787	43.4477	45.6201	
Police Sergeant	754	107,678.58	113,062.48	118,715.61	124,651.45				754
		51.7685	54.3570	57.0748	59.9286				
- 3% Increase to each step									

ITEM #: 15.
DATE: 03/20/2023
AI #:1321



CITY COUNCIL ACTION REPORT

**SUBJECT: SPECIAL USE PERMIT FOR A STORAGE FACILITY (LUXE
LOCKER LUXURY CONDOMINIUM STORAGE FACILITY)**

STAFF PRESENTER(S): Guadalupe Ortiz Cortez, Planner

OTHER PRESENTER(S):

Adam Baugh, Withey Morris PLC

SUMMARY

A request for a Special Use Permit for a storage facility on an approximately 8.17-acre parcel, generally located at southeast corner of West El Sol and South Bullard Avenue, within the Airport Commercenter Planned Area Development (PAD) District.

RECOMMENDATION

Approve a Special Use Permit for a storage facility to be developed on Lot 15 of the final plat of Airport Commercenter Subdivision No. 3 Amended recorded on August 20, 1985 in the official records of Maricopa County at Book 287 of Maps Page 1 (Instrument 1985 392366) (the "Property"). (Guadalupe Ortiz Cortez, Planner)

STIPULATIONS

1. All future development on Lot 15 of the final plat of Airport Commercenter Subdivision No. 3 Amended recorded on August 20, 1985 in the official records of Maricopa County at Book 287 of Maps Page 1 (Instrument 1985 392366) (the "Property") 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;
2. The City of Goodyear reserves the right to initiate revocation of the Special Use Zoning in the event that the Special Use is not operated in compliance with the stipulations stated herein or as represented in the Special Use Permit application;
3. The buildings developed on the Property shall be in substantial conformance with the conceptual building elevations attached hereto;
4. The storage units shall not be used as residential living quarters nor operating of a business;
5. Outdoor storage shall not be permitted on the Property;

6. Signage is not being approved with the approval of this Special Use Permit. All signage on the Property shall comply with Article 7 (Sign Regulations) of the City of Goodyear Zoning Ordinance; and

7. The Property shall conform to the standards designated for Lighting Zone 2 as established in Article 10, Outdoor Lighting Standards, of the City of Goodyear Zoning Ordinance.

8. Prior to issuance of any building permit, Owner shall dedicate an emergency access easement consistent with the requirement in applicable Development Regulations, which shall be in a form approved by the City Attorney or designee to provide a secondary point of access into the Property for emergency service providers.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The Property is part of the Airport Commercenter Planned Area Development (PAD). The Property was rezoned on April 8, 1985 (Case No. Z-1-85). At the time of rezoning the Airport Commercenter PAD consisted of 430 acres. The Special Use Permit Property consists of approximately 8.17 acres and has an underlying I-2 (General Industrial) zoning.

The Property is Lot 15 of the final plat of Airport Commercenter Subdivision No. 3 Amended according to the plat of record in the office of the County Recorder of Maricopa County, Arizona in Book 287 of Maps, Page 1 (Instrument 1985 392366).

To expedite development requiring a Use Permit or Special Use Permit, staff implemented a process pursuant to which the use permit and site plan submittals are reviewed and completed concurrently. Prior to bringing a Use Permit or Special Use Permit before Council, the site plan, including the supporting documents are approved pending Council's approval of the Use Permit or Special Use Permit as applicable. In this case, staff has approved, subject to Council's approval of the requested Special Use Permit, the site plan submittal for the development of the Property, including, but not limited to the Site Plan and the Rendered Exterior Elevations for Luxe Locker, copies of which are attached hereto.

The Planning and Zoning Commission considered this item at their regular meeting held on March 8, 2022. Commissioners voted unanimously (5-0) to forward a recommendation of approval to the City Council.

STAFF ANALYSIS

Current Policy

Pursuant to Section 4-1-3 of the Zoning Ordinance (Special Uses Considered in Specified Districts), a storage facility may be considered as a Special Use in any commercial and industrial zoning district.

Pursuant to Section 1-3-4 of the Zoning Ordinance (Special Use Permits), a Special Use requires review by the Planning and Zoning Commission and approval from the City Council through the public hearing process.

Details of the Request

The applicant is requesting a special use permit for a storage facility to allow a storage facility on Lot 15 of the final plat of Airport Commercenter Subdivision No. 3 Amended, which is an approximately 8.17-acre parcel. As previously noted, this Property is designated for industrial uses and will be developed in accordance with the PAD's design guidelines and city's I-2 (General Industrial) zoning district.

The proposed storage facility will include six storage buildings with a maximum height of 25 feet and a total of 210 units. The units range from 14 feet to 18 feet wide and depths range from 45 feet to 70 feet. Luxe Locker is proposing to develop the property in two phases, constructing three buildings with Phase 1 and three buildings with Phase 2. All infrastructure improvements required for the construction of the storage facility and all parking spaces required at build-out will be completed as part of Phase 1.

The following evaluation is being provided in conformance with Section 1-3-4 of the Zoning Ordinance:

1. Will be desirable or necessary to the public convenience or welfare:

The project narrative indicates that storage facilities support residential and non-residential uses in the area that need off-site storage. Additionally, this proposal provides the opportunity for residents within the area who do not have RV garages a location to store their RVs inside a storage unit.

2. Will be harmonious and compatible with the other uses adjacent to and in the vicinity of the selected site or sites:

The site is currently zoned PAD (Planned Area Development) and has an underlying general industrial zoning. In addition, the property sits among other light and general industrial zoning and land uses. As such, the use of the Property for indoor storage purposes should be compatible with other uses in the area.

3. Is in conformance with the adopted General Plan and any adopted Area Plans:

The Property is located within the Industrial land use as designated by the city's 2025 General Plan. The industrial land use category is intended for more intensive business and employment uses which have greater impact on surrounding land uses. Uses appropriate for the Industrial land use category include office, industrial, and business parks. The existing Industrial General Plan land use designation allows Planned Area Development and General Industrial uses. As such, the use of the Property for indoor storage will be in conformance with the General Plan.

4. Will not be detrimental to surrounding properties in the area due to:

a. Impact on the circulation system of the adjacent neighborhood:

Full access to the facility is proposed off of West El Sol. The driveway west on the site is proposed as the primary access drive to the site and the driveway east on the site is proposed for secondary emergency access only.

b. Excessive noise or light generated from within the site:

Self-storage facilities are typically less-intensive, low-impact uses compared to other industrial type uses that would be permitted on the Property. Moreover, the development is required to comply with the City's Zone 2 lighting standards, which are designed to protect adjacent developments by requiring full cutoff lights and other mitigation measures.

c. Excessive scale or height in relationship to surrounding properties:

The height of the proposed buildings is 25 feet, similar in height to other developments in the vicinity. The PAD general industrial zoning district has a maximum height of 40 feet.

d. Hours of operation:

The storage facility proposes 24-hour operations; however, the applicant expects the site will mostly be accessed during the day and on weekends. Staff does not recommend any restrictions to the hours of operation given the Property's location within an industrial based PAD.

e. Inadequate parcel size to provide adequate buffers or mitigation to surrounding properties:

The proposed parcel size is appropriate for the storage facility. As provided on the attached site plan, the development will provide adequate buffers and setbacks from surrounding properties.

f. Inconsistency with the development character or architecture of the adjacent properties:

Building design has been proposed to be complementary to the adjacent properties and includes desert colors. The building proposes the use of metal panels, which typically are not permitted by the city's design guidelines, but are a permitted building material within the PAD's design guidelines.

Phoenix-Goodyear Airport

The site is subject to noise from aircraft flying to and from Phoenix-Goodyear Airport.

Fire Department

Emergency response times and distances are provided below:

Nearest Fire Station	Shortest path		Longest path		2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
# 181	7.84	3.92	7.84	3.92	#184	8.28	4.14	8.28	4.14

Public Participation

In accordance with the city's Citizen Review Ordinance, an alternative citizen review notice was sent to all property owners within 500 feet of the property. To date, staff has not received any inquiries on the project.

Notice for the public hearings before the Planning and Zoning Commission and City Council included a notice mailed to property owners within 500 of the property, a sign posted on the property, and a legal notice published in the Arizona Republic, Southwest Edition, on February 17, 2023. To date, staff has not received any inquiries on the project.

The Planning and Zoning Commission considered this item at their regular meeting on March 8, 2022. Upon conclusion of the staff presentation, Commissioners unanimously voted (5-0) to forward a recommendation of approval to the City Council. There was no public opposition to the item voiced at the hearing.

STAFF FINDINGS

As outlined herein, staff finds the proposed request for Special Use Permit to not be materially detrimental to persons residing or working in the vicinity adjacent to the Property, to the neighborhood, or to the public welfare and that the proposed use is reasonably compatible with uses permitted in the surrounding area. Staff further finds the request for Special Use Permit will meet the additional evaluation criteria for convenience uses as established in Section 1-3-4 of the Zoning Ordinance.

Attachments

Aerial Photo

Project Narrative

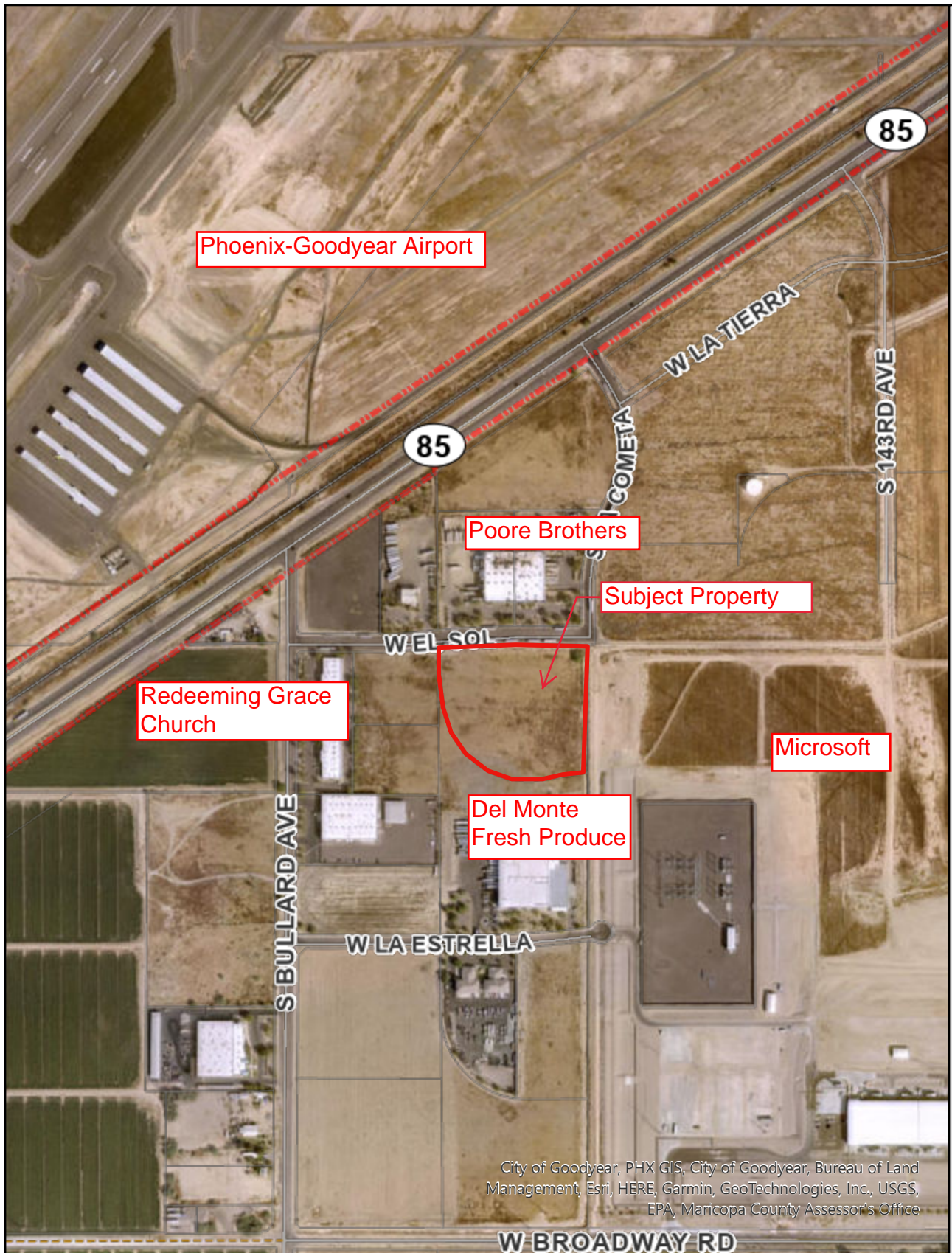
Conceptual Site Plan

Conceptual Building Elevations

Staff Presentation

Applicant Presentation

Luxe Locker Special Use Permit
South of W El Sol
East of S Bullard Avenue



Luxe Locker Special Use Permit - 22-350-00003

LUXELOCKER



Project Location

The subject property is located east of the southeast corner of El Sol and Bullard Ave (APN 500-07-139, the "Property") (See **Tab 1**, Site Aerial Map). The Property is approximately 8.17 net acres in size and is vacant. To the east is an industrial use (Microsoft), to the north and south are food manufacturers (Poore Brothers and Del Monte), and to the west is a vacant land. The overall area is industrial in nature.

Request

This application requests a Special Use Permit for a warehouse storage development.

About Luxelocker

Luxelocker is a luxury storage facility with multiple buildings that are externally loaded within a private gated complex.

General Plan & Zoning

The General Plan designation for the Property is Industrial (**Tab 2**). The Industrial land use designation generally provides areas for more intensive business and employment uses which have a greater impact on surrounding land uses. Uses that are appropriate include office, industrial, and business parks. Supportive uses such as community & neighborhood commercial and public & community facilities are also allowed in the Industrial category, to the extent that they are needed to serve the primary uses within the category. The zoning for the Property is PAD, Airport Commerce Center PAD, and has underlying I-2, General Industrial Park zoning.

In recognition of the area's existing industrial developments and surrounding uses, Luxelocker has envisioned the Property as a complementary development that provides a quiet and clean industrial use.

Development Proposal

The planned use is for six unmanned storage buildings. Units will be large enough to accommodate RV and boat storage. Bathrooms, common area and landscaping will be maintained by Luxelocker. Typical units are 14' to 18' wide and depths range from 45' to 70'. Building heights vary but the maximum height is approximately 25'.

The development will consist of RV and boat storage units which will be professionally managed by a Commercial Association. No on-site management will be provided, however regular maintenance will be provided and there will be restrictions which will prohibit: (i) use of the units as residential living quarters; (ii) outdoor storage; and (iii) operating a business from an owned unit. No unique noise, lighting or odors are expected to be produced from the building or users of this site.

Units will be enclosed and climate controlled and Luxelocker will feature automatic sectional garage doors with remote openers, wide drive lanes, men's and women's bathrooms with showers for use by condo owners, automatic exterior gates with openers. Additionally, the development will be a secured facility with

security cameras, access control and a security system. The perimeter will be secured with the use of buildings and a mix of 8' tall CMU and 7' tall wrought iron fencing along the perimeter. An RV dump station, hose bibs and an air pump will be built for the exclusive use of the development.

It is anticipated that this development will be phased, as shown on the enclosed conceptual phasing plan.

Special Use Criteria

According to the Goodyear Zoning Ordinance, a Special Use Permit (SUP) is required for "Any Special Use which may be considered in Commercial **Districts**." Since **recreational vehicle** storage facilities require a SUP in the commercial district, it is likewise required here.

The criteria for evaluating a SUP is listed in Section 1-3-4 of the Goodyear Zoning Ordinance and outlined below:

1. *Will be desirable or necessary to the public convenience or welfare;*

Response: Many HOA's prohibit the storage of boats and recreational vehicles within planned residential communities and there is a need for an enclosed, private storage. This development will provide a convenient amenity to area residents. More importantly, it preserves the high quality of life without the impacts that generally accompany industrial uses. The proposed storage units can store large items such as boats and RVs that normally cannot be stored at a private residence, thus the use will be desirable and necessary for public convenience..

2. *Will be harmonious and compatible with other **uses adjacent** to and in the vicinity of the selected site or sites;*

Response: The intended use of this Property is compatible with the surrounding land use patterns, and thus, this request will not alter acceptable land use patterns to the detriment of the area. The proposed use is compatible and consistent with the surrounding area. The surrounding properties are zoned as I-1 and I-2. This location sits adjacent similar industrial uses

3. *Is in conformance with the adopted General Plan and any adopted Area Plans; and,*

Response: This is an industrial type use and located in an industrial land use designation area per the General Plan, thus the use conforms to the adopted General Plan.

4. *Will not be detrimental to surrounding properties or persons in the area due to:*

- a. *Impact on the circulation system of the **adjacent** neighborhood;*

Response: There are no adjacent neighborhoods in the immediate area. El Sol road will be accessed from our project at two locations. Neither the AM or PM peak hour trips are expected to exceed 20 trips.

- b. *Excessive noise or light generated from within the site;*

Response: No exterior lights other than the illuminated building signage will be visible from the street. The units are to be used for vehicle storage only and this use does not produce excessive noise.

c. Excessive scale or height in relationship to surrounding properties;

Response: The proposed buildings are only 25' tall whereas the surrounding industrial buildings are much taller and larger. The site plan was designed to have multiple buildings to avoid one singular massive building.

d. Hours of operation;

Response: While 24-hour operations are permitted in the industrial area, the site is typically accessed during the day, and more likely on the weekends than weekdays.

e. Inadequate parcel size to provide adequate buffers or mitigation measures to surrounding properties;

Response: The parcel is perfectly sized (8.12 ac) for this type of development. The site design complies with all the required setbacks and buffers per the zoning ordinance. Since the site is adjacent to other manufacturing and industrial uses, it is ideally situated.

*f. Inconsistency with the development character or architecture of the **adjacent** properties.*

Response: The building color, materials, and overall design are very compatible with the surrounding industrial properties.

Summary

This development provides an opportunity for recreational vehicle and boat storage as a convenient amenity to area residents. More importantly, it preserves high quality of life without the impacts that generally accompany industrial uses. Because the intended use of this Property is compatible with the surrounding land use patterns, this request will not alter acceptable land use patterns to the detriment of the area. Luxelocker looks forward to bringing a quality development to the City of Goodyear.

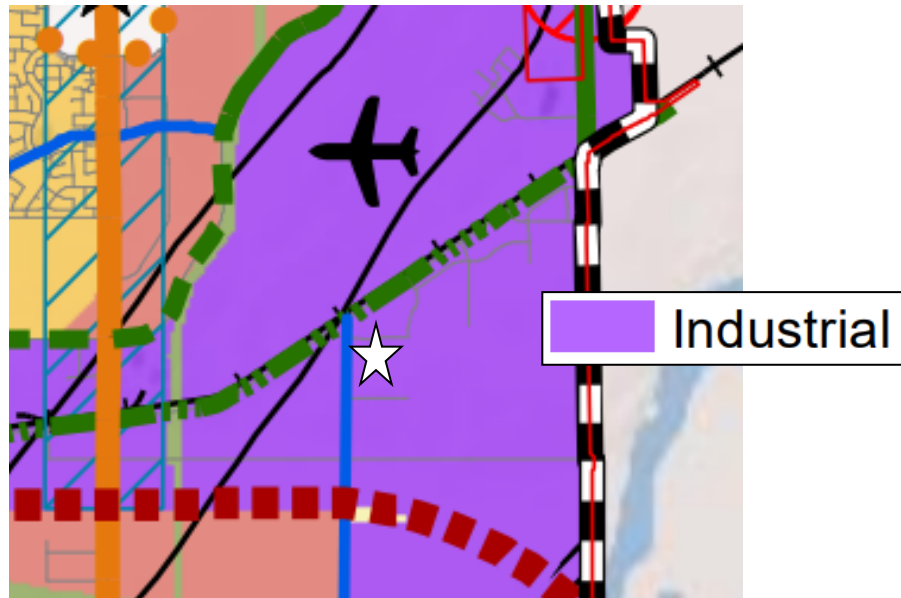
TAB 1

Tab 1 – Site Aerial Map

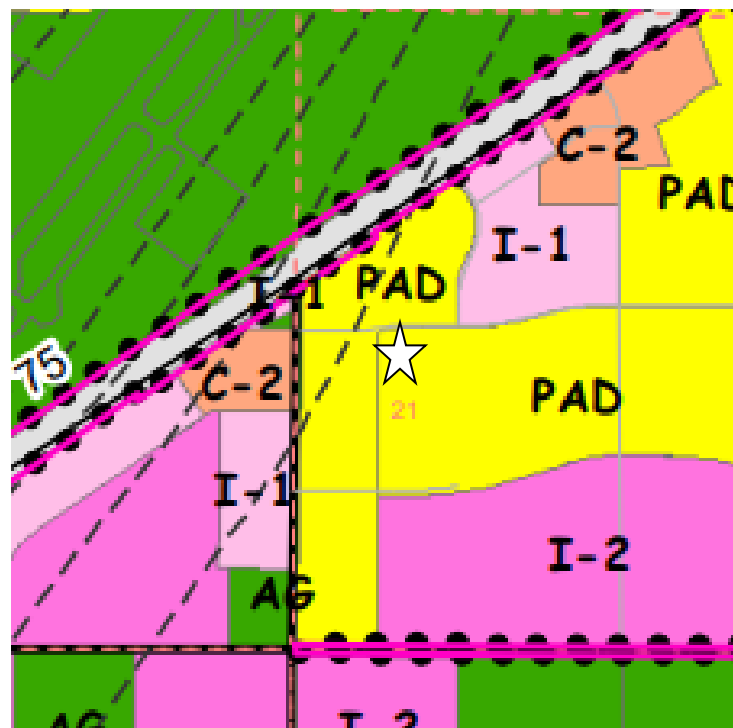


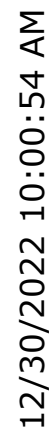
TAB 2

General Plan Land Use Map




Zoning Map





GENERAL NOTES	
A.	SEE CIVIL GRADING PLAN FOR FINISH SITE ELEVATIONS.
B.	SEE CIVIL DRAWINGS FOR PROPOSED UTILITY LOCATIONS.
C.	SEE CIVIL DRAWINGS FOR PROPOSED AND EXISTING FIRE HYDRANTS.
D.	REFER TO CIVIL DRAWINGS FOR ENTERANCE AND DRIVE AISLE WIDTHS.
E.	SIGNAGE WILL BE SUBMITTED UNDER SEPERATE PERMIT.
F.	SPEED BUMPS OR ANY OBSTRUCTIONS THAT MAY IMPEDE AN EMERGENCY VEHICLE RESPONSE ON A FIRE DEPARTMENT ACCESS ROADWAY IS PROHIBITED
G.	ALL ELCTRICALLY OPERATED GATES INSTALLED ACROSS FIRE APPARATUS ACCESS ROADS WILL BE SUBMITTED UNDER A SEPARATE PERMIT.
H.	EASEMENT REFERENCE AC3 - PLAT OF AIRPORT COMMERCEMENT SUBDIVISION NO. 3 AMENDED, BOOK 287, PAGE 1, MCR

Call at least two full working days
before you begin excavation.



Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-100

NEW LUXURY BOAT & R.V. STORAGE FACILITY FOR:

LUXELOCKER GOODYEAR

W. EL SOL, GOODYEAR, AZ 85338

DELTA	DATE	DESCRIPTION
1	07/26/22	SUP PLAN REVIEW COMMENTS
2	08/03/22	SITE PLAN REVIEW SUP PLAN REVIEW COMMENTS
3	12/1/22	

DATE: OCTOBER 2022

DRAWN BY: NI

CHECKED BY: JH

JOB NUMBER: MKT 22

SHEET TITLE

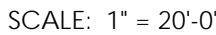
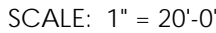
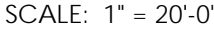
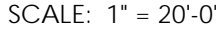
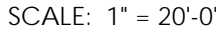
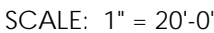
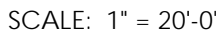
SITE PLAN

SHEET NUMBER

A-1.0



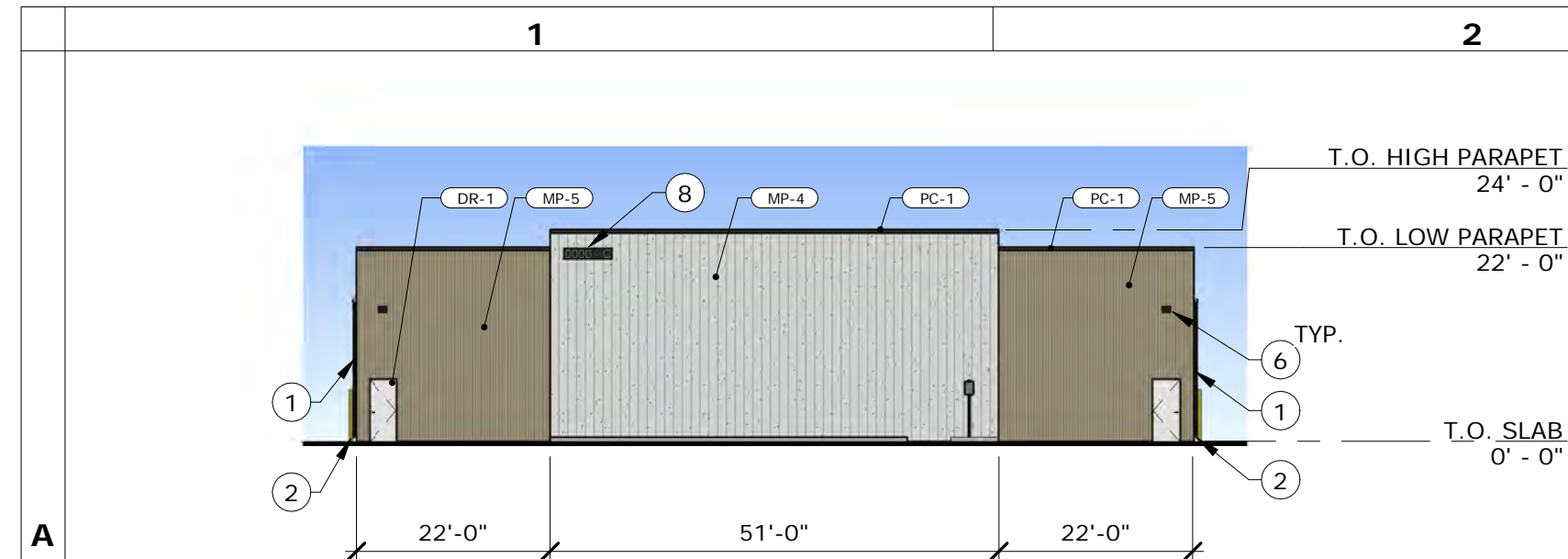
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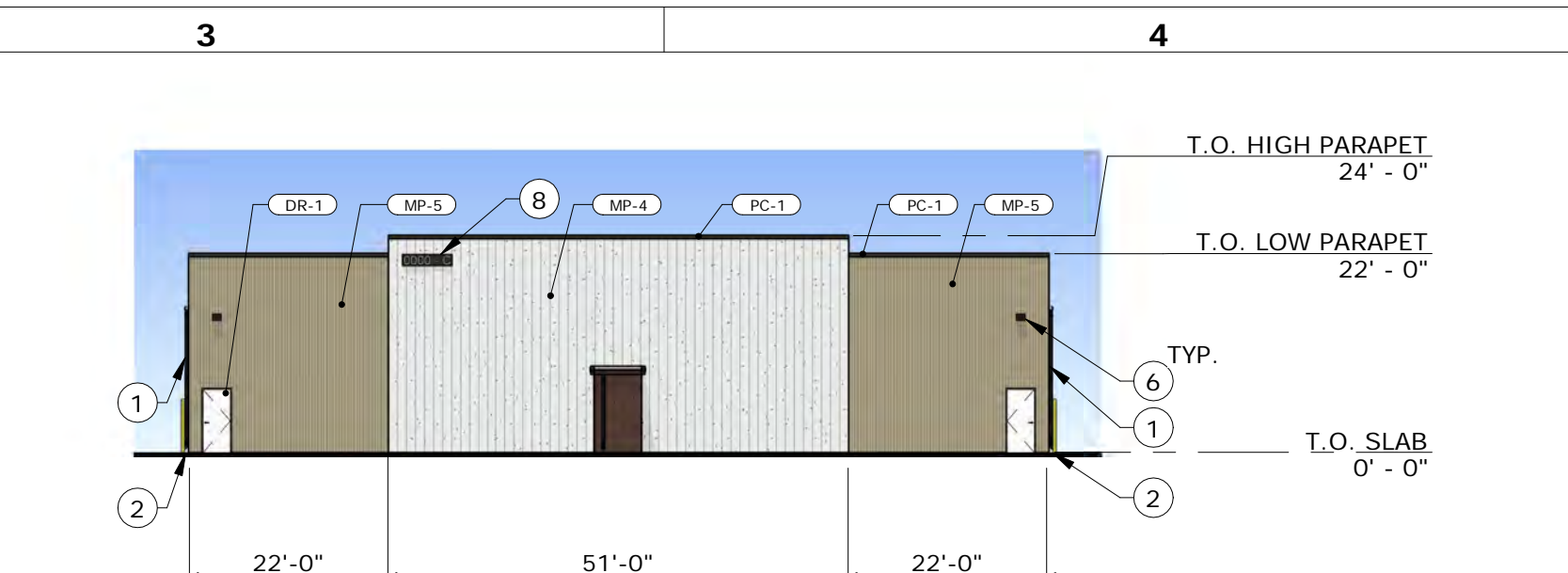
STONE VENEER		
ST-1	ELDORADO STONE	PRESCOTT

GENERAL NOTES	
A.	ALL DOWNSPOUTS TO MATCH EXTERIOR FINISHES.
B.	PROVIDE "X" CRIMP IN ALL METAL DOOR JAMB PANELS.
C.	ALL MECHANICAL EQUIPMENT WILL BE GROUND MOUNTED AND SCREENED BY BUILDINGS AND LANDSCAPING. NO ROOFTOP UNITS ARE PROPOSED.
D.	SIGNAGE WILL BE SUBMITTED UNDER SEPERATE PERMIT.

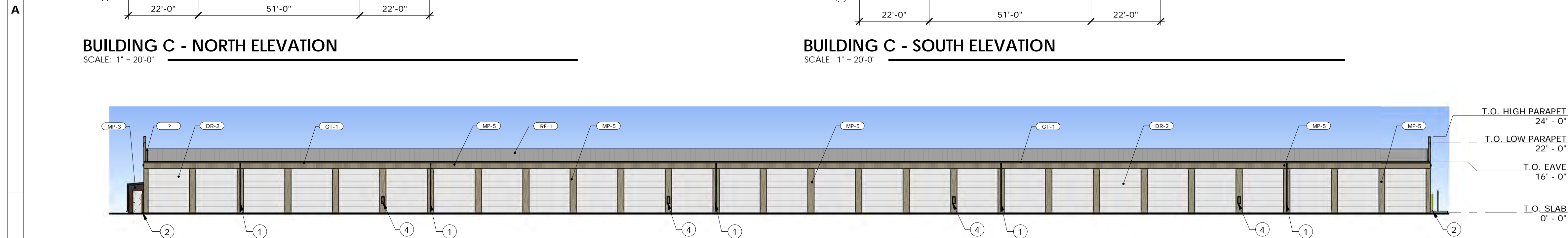
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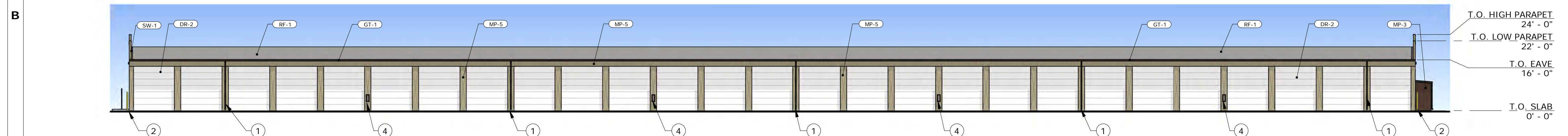
BUILDING C - NORTH ELEVATION
SCALE: 1" = 20'-0"



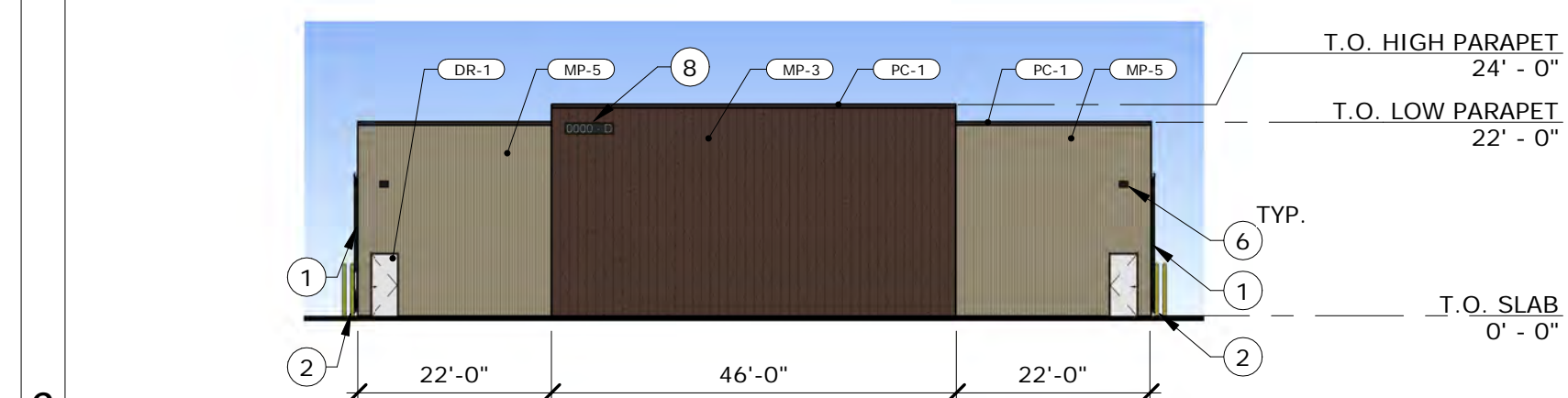
BUILDING C - SOUTH ELEVATION
SCALE: 1" = 20'-0"



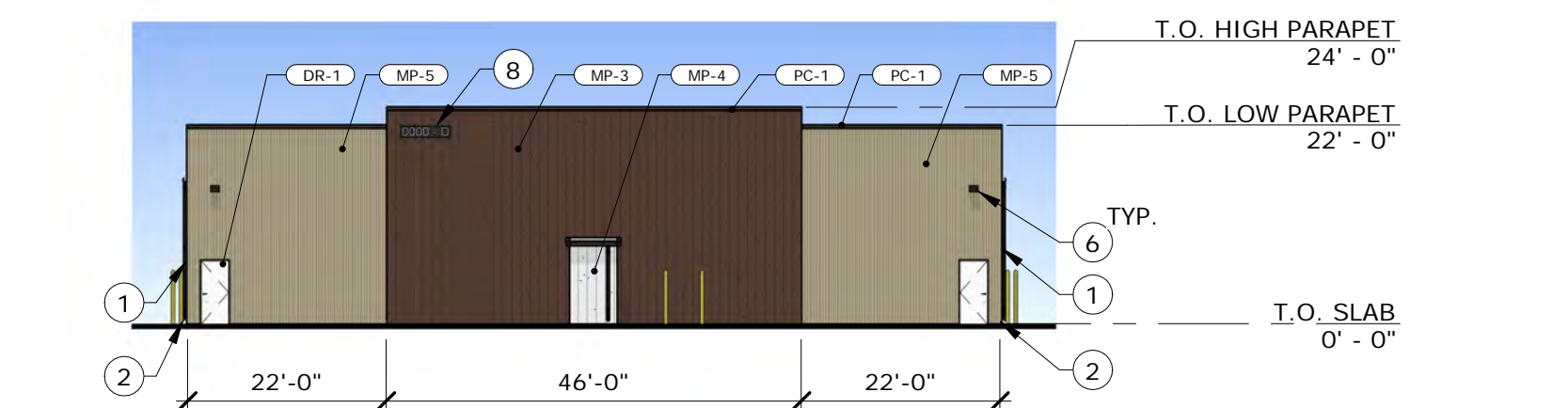
BUILDING C - EAST ELEVATION
SCALE: 1" = 20'-0"



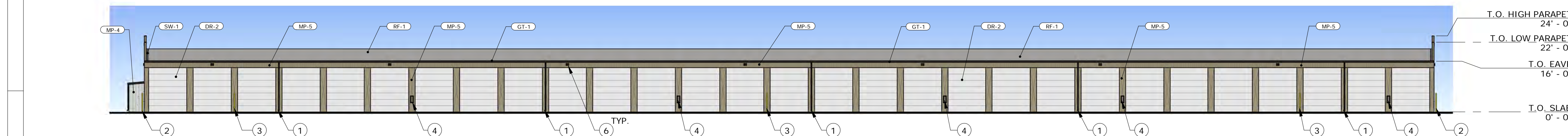
BUILDING C - WEST ELEVATION
SCALE: 1" = 20'-0"



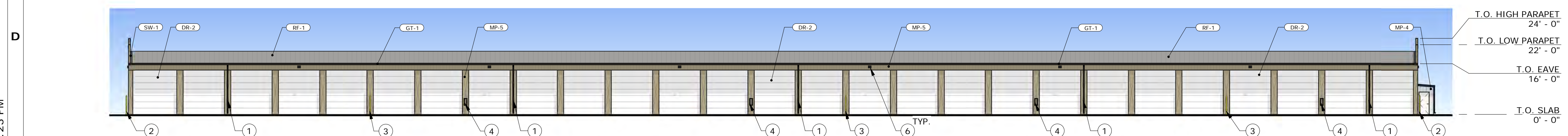
BUILDING D - NORTH ELEVATION
SCALE: 1" = 20'-0"



BUILDING D - SOUTH ELEVATION
SCALE: 1" = 20'-0"



BUILDING D - EAST ELEVATION
SCALE: 1" = 20'-0"



BUILDING D - WEST ELEVATION
SCALE: 1" = 20'-0"

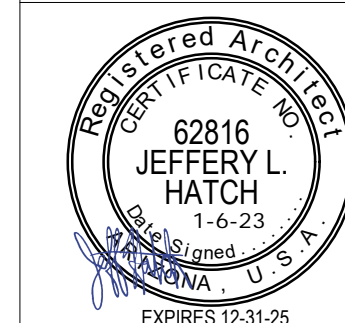
#	COMMENTS
1	DOWNSPOUT. SEE DETAIL 4/A-7.2.
2	PARKING BOLLARD. SEE DETAIL 4/A-1.1.
3	HOSE BIBB W/ PARKING BOLLARD. SEE DETAIL 4/A-1.1 & PLUMBING DRAWINGS.
4	FIRE EXTINGUISHER CABINET. SEE 1/A-7.0.
5	BUILDING SIGNAGE. SEE SHEET A-1.10.
6	EXTERIOR LIGHTING. SEE ELECTRICAL DRAWINGS.
7	24' METAL AWNING.
8	BUILDING ADDRESS LOCATION. SEE DETAIL 7/A-1.7.
9	HEAT PUMP. SEE MECHANICAL DRAWINGS.

GENERAL NOTES	
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C.	ALL MECHANICAL EQUIPMENT WILL BE GROUND MOUNTED AND SCREENED BY BUILDINGS AND LANDSCAPING. NO ROOFTOP UNITS ARE PROPOSED.
D.	SIGNAGE WILL BE SUBMITTED UNDER SEPERATE PERMIT.
E.	SEE SHEET A-4.0 FOR EXTERIOR FINISH SPECS & WALL HEIGHTS

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NEW LUXURY BOAT & R.V. STORAGE FACILITY FOR:

LUXELOCKER GOODYEAR

W. EL SOL, GOODYEAR, AZ 85338

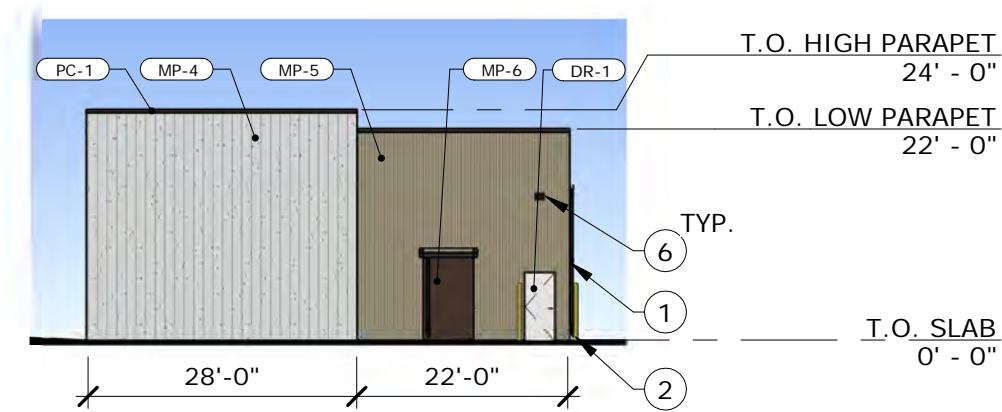
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DATE:	OCTOBER 2022
DRAWN BY:	NU
CHECKED BY:	JLH
JOB NUMBER:	MKT 22

SHEET TITLE
EXTERIOR
ELEVATIONS -
BLDG C & D

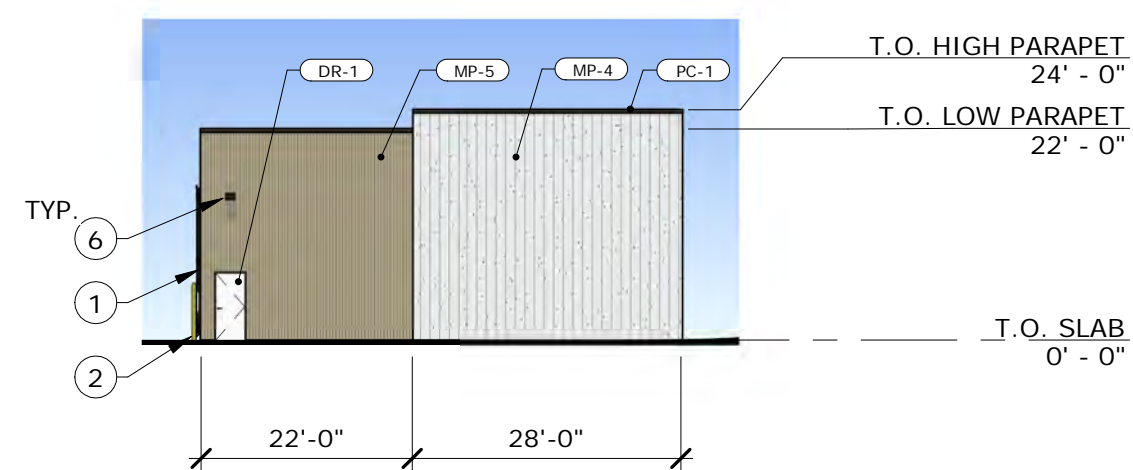
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A-4.1



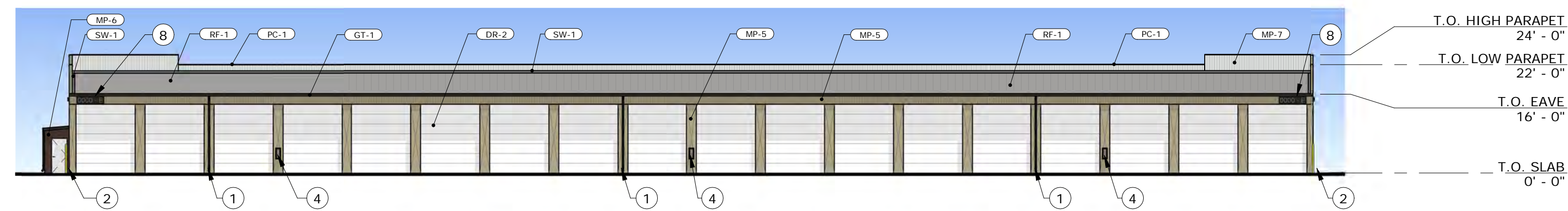
BUILDING E - NORTH ELEVATION

SCALE: 1" = 20'-0"



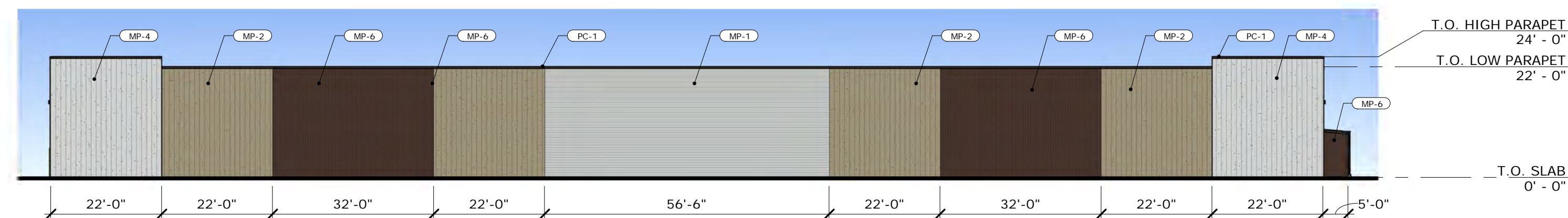
BUILDING E - SOUTH ELEVATION

SCALE: 1" = 20'-0"



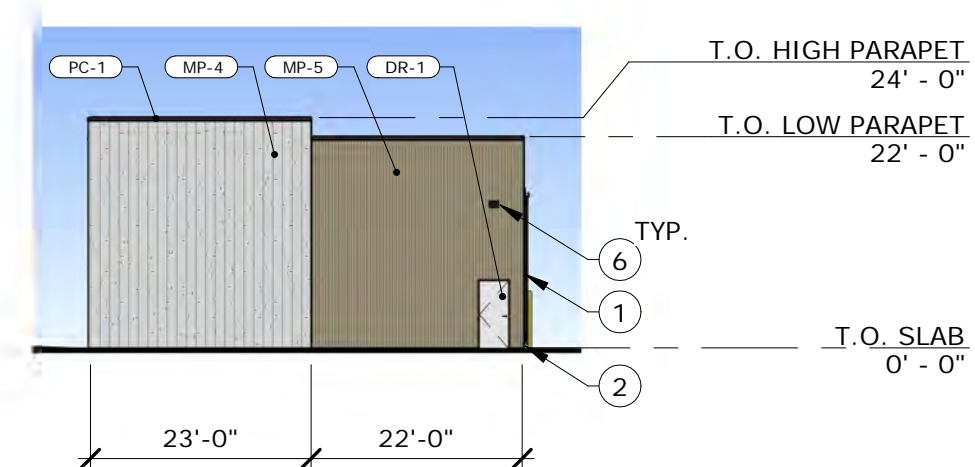
BUILDING E - WEST ELEVATION

SCALE: 1" = 20'-0"



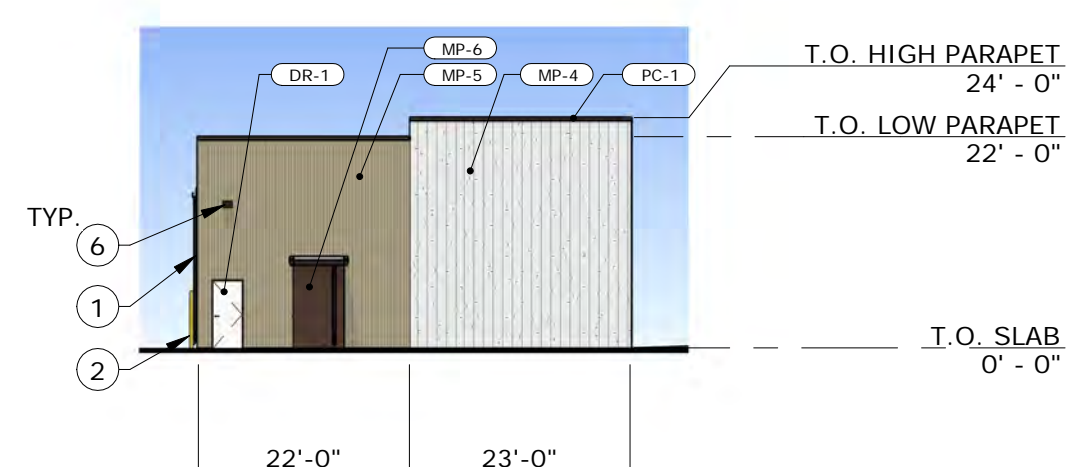
BUILDING E - EAST ELEVATION

SCALE: 1" = 20'-0"



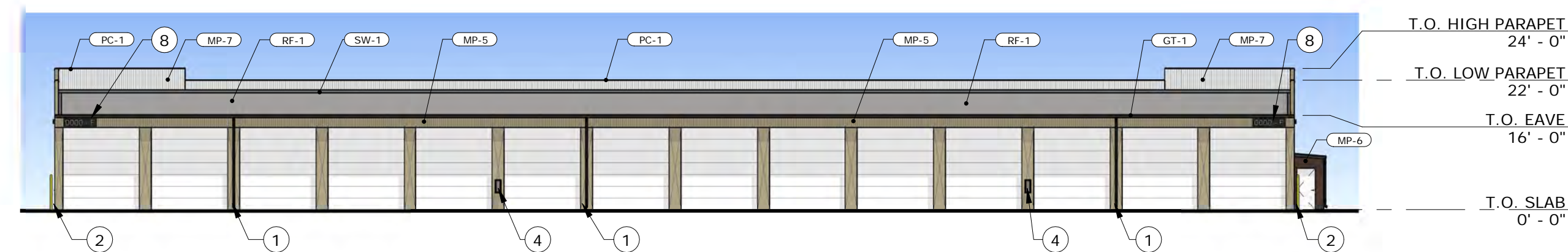
BUILDING F - NORTH ELEVATION

SCALE: 1" = 20'-0"



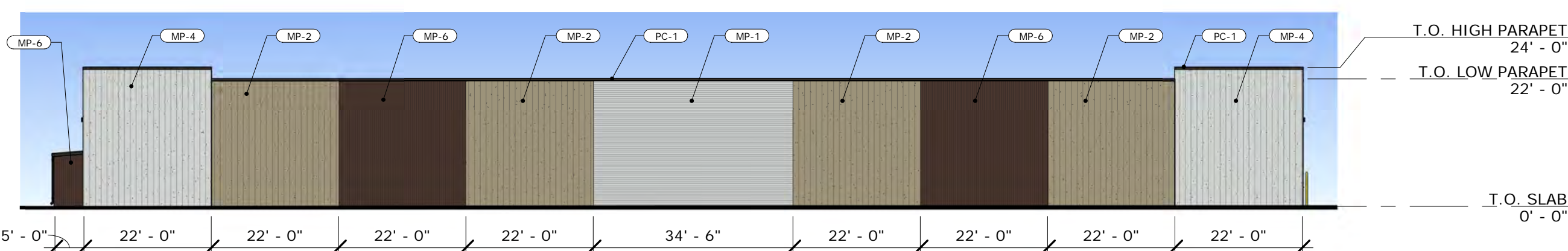
BUILDING F - SOUTH ELEVATION

SCALE: 1" = 20'-0"



BUILDING F - WEST ELEVATION

SCALE: 1" = 20'-0"



BUILDING F - EAST ELEVATION

SCALE: 1" = 20'-0"

#	KEYNOTES
1	DOWNSPOUT. SEE DETAIL 4/A-7.2.
2	PARKING BOLLARD. SEE DETAIL 4/A-1.1.
3	HOSE BIBB W/ PARKING BOLLARD. SEE DETAIL 4/A-1.1 & PLUMBING DRAWINGS.
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NEW LUXURY BOAT & R.V. STORAGE FACILITY FOR:

LUXELOCKER GOODYEAR

W. EL SOL, GOODYEAR, AZ 85338

DATE	DESCRIPTION
07/26/22	SUP PLAN REVIEW COMMENTS
08/03/22	SITE PLAN REVIEW COMMENTS
12/1/22	SUP PLAN REVIEW COMMENTS

DATE:	OCTOBER 2022
DRAWN BY:	NL
CHECKED BY:	JLH
JOB NUMBER:	MKT 22

EXTERIOR
ELEVATIONS -
BLDG E & F

SHEET NUMBER

A-4.2







Luxe Locker Condominium Storage Facility

Special Use Permit



Location



SEC OF WEST EL SOL AND SOUTH BULLARD AVENUE

- Located within the Airport Commercenter Planned Area Development
- Zoned Planned Area Development (PAD) / I-2 General Industrial zoning



Location

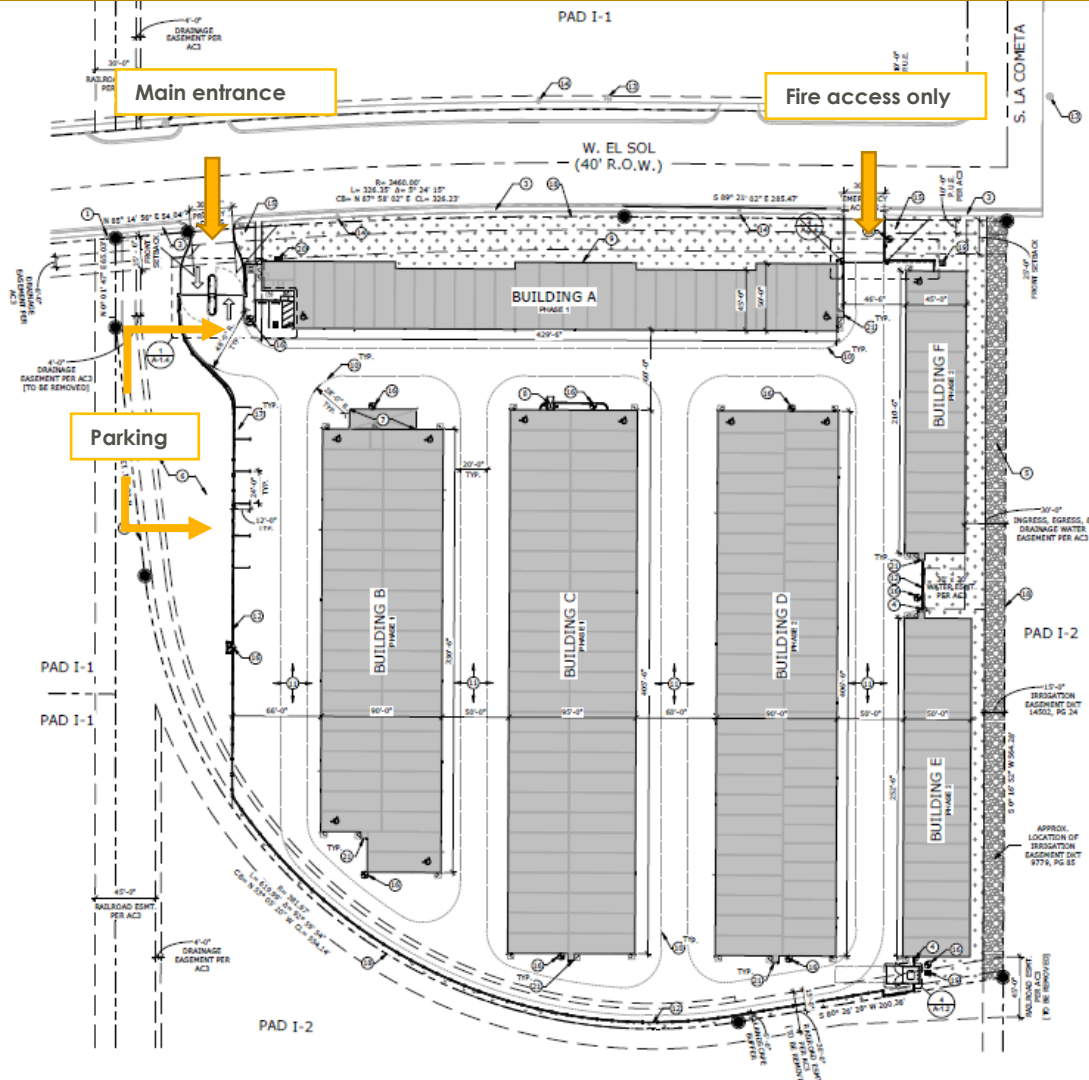


SEC OF WEST EL SOL AND SOUTH BULLARD AVENUE

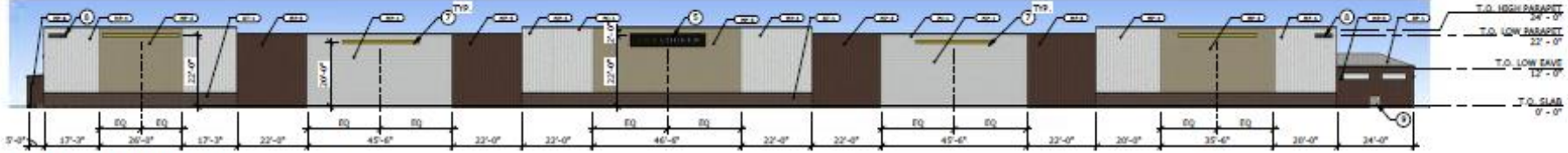
- Airport Commercenter PAD
 - West of Microsoft Datacenters
 - North of Del Monte Fresh Produce
 - East of Redeeming Grace Church
 - And South of Poore Brothers
- Approximately 8.17-acre site



Site Plan

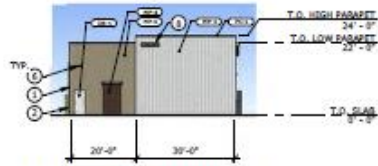


Conceptual Elevations



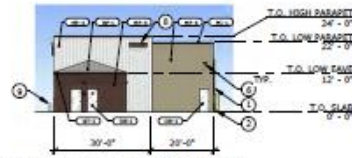
BUILDING A - NORTH ELEVATION

SCALE: 1" = 20'-0"



BUILDING A - EAST ELEVATION

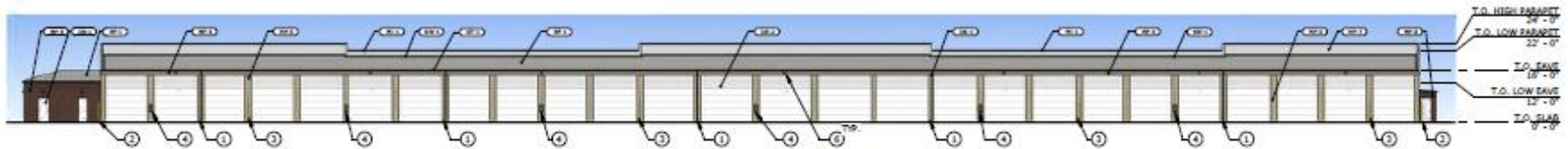
SCALE: 1" = 20'-0"



BUILDING A - WEST ELEVATION

SCALE: 1" = 20'-0"

<p>DS-1, GT-1, PC-1, SW-1 Pre-Finished Metal Downspout, Gutter, Coping Cap, and Sidelwall Flashing. MBCI "Burnished Slate"</p>	<p>MP-2 Vertical, Pre-Finished Metal Wall Panel with Stucco Finish. MBCI "Desert Sand"</p>	<p>MP-5 Vertical, Pre-Finished Metal Wall Panel, MBCI "Desert Sand"</p>	<p>DR-1 Hollow Metal Exterior Door "High Glass White"</p>
<p>RF-1 Pre-Finished Metal Roofing Panel, MBCI "Galvalume"</p>	<p>MP-3 Vertical, Pre-Finished Metal Wall Panel with Stucco Finish. MBCI "Koko Brown"</p>	<p>MP-6 Vertical, Pre-Finished Metal Wall Panel, MBCI "Koko Brown"</p>	<p>DR-2 Metal Overhead Door Standard 14' High, C.H.I. Overhead Doors "High Glass White"</p>
<p>MP-1 Horizontal, Pre-Finished Metal Wall Panel, MBCI "Polar White"</p>	<p>MP-4 Vertical, Pre-Finished Metal Wall Panel with Stucco Finish. MBCI "Polar White"</p>	<p>MP-7 Vertical, Pre-Finished Metal Wall Panel, MBCI "Polar White"</p>	<p>ST-1 Stone Veneer, Eldorado Stone - Buffstone "Prescott"</p>



BUILDING A - SOUTH ELEVATION

SCALE: 1" = 20'-0"

Renderings



Special Use Permit evaluation criteria



ZONING ORDINANCE SECTION 1-3-4

1. Will be desirable or necessary to the public convenience or welfare;
2. Will be harmonious and compatible with the other uses adjacent to and in the vicinity of the selected site or sites;
3. Is in conformance with the adopted General Plan and any adopted Area Plans;
4. Will not be detrimental to surrounding properties in the area due to:
 - a) Impact on the circulation system of the adjacent neighborhood:
 - b) Excessive noise or light generated from within the site:
 - c) Excessive scale or height in relationship to surrounding properties:
 - d) Hours of operation:
 - e) Inadequate parcel size to provide adequate buffers or mitigation to surrounding properties:
 - f) Inconsistency with the development character or architecture of the adjacent properties:



Public Participation

NOTICES AND CITIZEN REVIEW MEETING

- 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
- To date, staff has not received inquiries on the project

Recommendation



RECOMMEND APPROVAL SUBJECT TO STAFF STIPULATIONS

- Application complies with the city's Zoning Ordinance, Engineering Design Standards and all other city requirements.
- City Council Public Hearing – March 20th at 5pm





LUXELOCKER SUP

SEC EL SOL AND BULLARD
GOODYEAR | ARIZONA



P&Z Commission
March 2023

LUXELOCKER

WM
WITHEY MORRIS PLC
ATTORNEYS AT LAW

ABOUT THE SITE



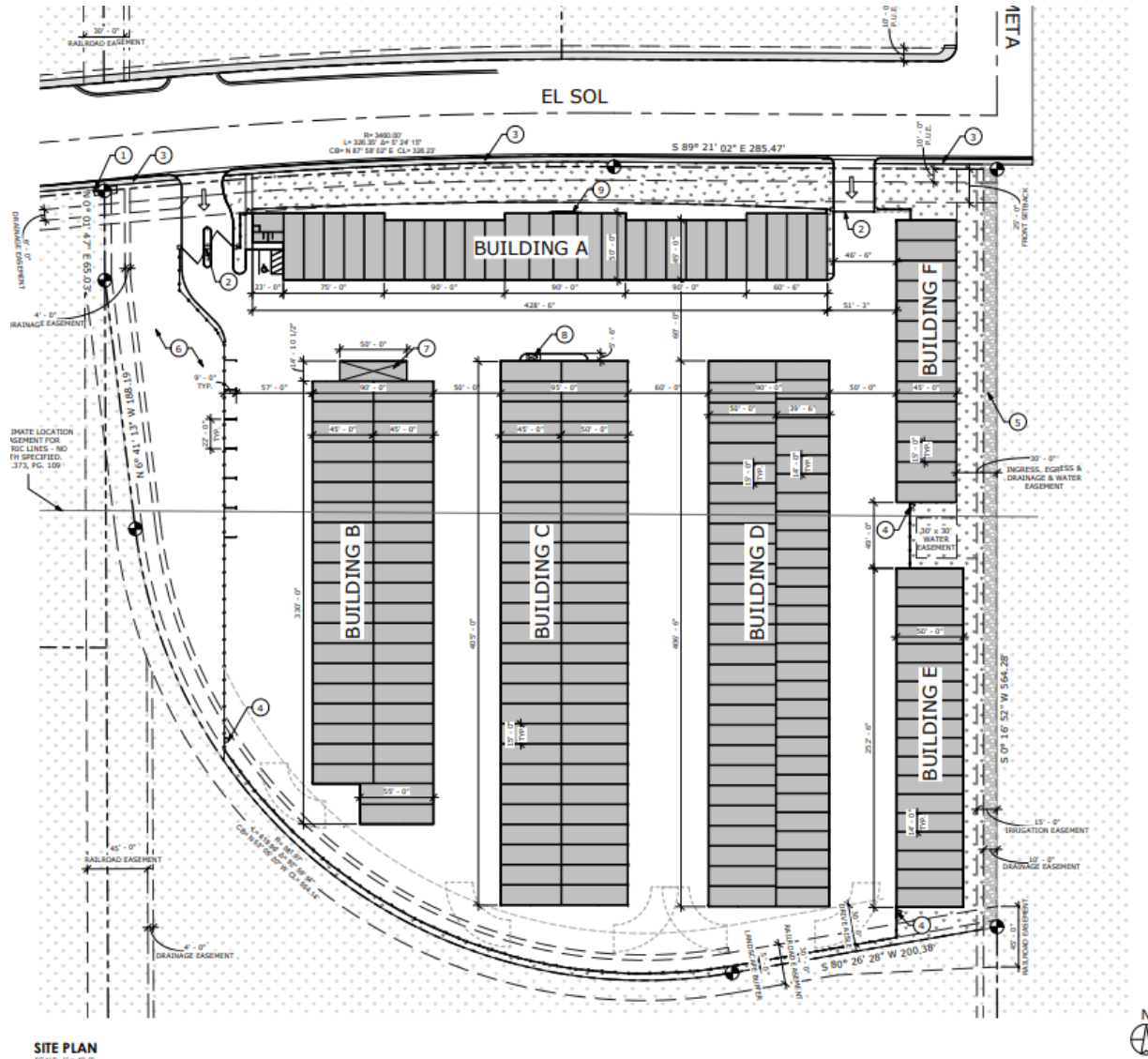
- 8 acres
- Proximity to Airport
- General Plan: Industrial
- Currently zoned PAD (1985): Industrial uses



About Luxelocker

- Privately owned, warehouse condo units
 - Individually sold, platted condos
 - Governed by CC&Rs and Owner's Association
- Indoor, climate controlled
- Boats, RVs, classic cars, off-road vehicles, hobby cars etc.; modern day man-cave
- Quiet, low lighting, secured, and monitored
- No outdoor storage

SITE PLAN



- 6 Buildings
- Typical Size
 - 14' to 15' wide
 - 40' to 50' deep
- Vehicle Access: El Sol
- Single development phase

SUP CRITERIA

1. Will be desirable or necessary to the public convenience or welfare;
 - Necessary because HOAs prohibit outdoor storage
2. Will be harmonious and compatible with other uses adjacent to and in the vicinity of the selected site or sites;
 - Consistent with character of industrial area, and zoning.
3. Is in conformance with the adopted General Plan and any adopted Area Plans; and
 - Consistent with General Plan land use designation.

SUP CRITERIA – “COMPATIBILITY”

4. Will not be detrimental to surrounding properties or persons in the area due to:
 - a. Impact on the circulation system of the adjacent neighborhood;
 - b. Excessive noise or light generated from within the site;
 - c. Excessive scale or height in relationship to surrounding properties;
 - d. Hours of operation;
 - e. Inadequate parcel size to provide adequate buffers or mitigation measures to surrounding properties;
 - f. Inconsistency with the development character or architecture of the adjacent properties

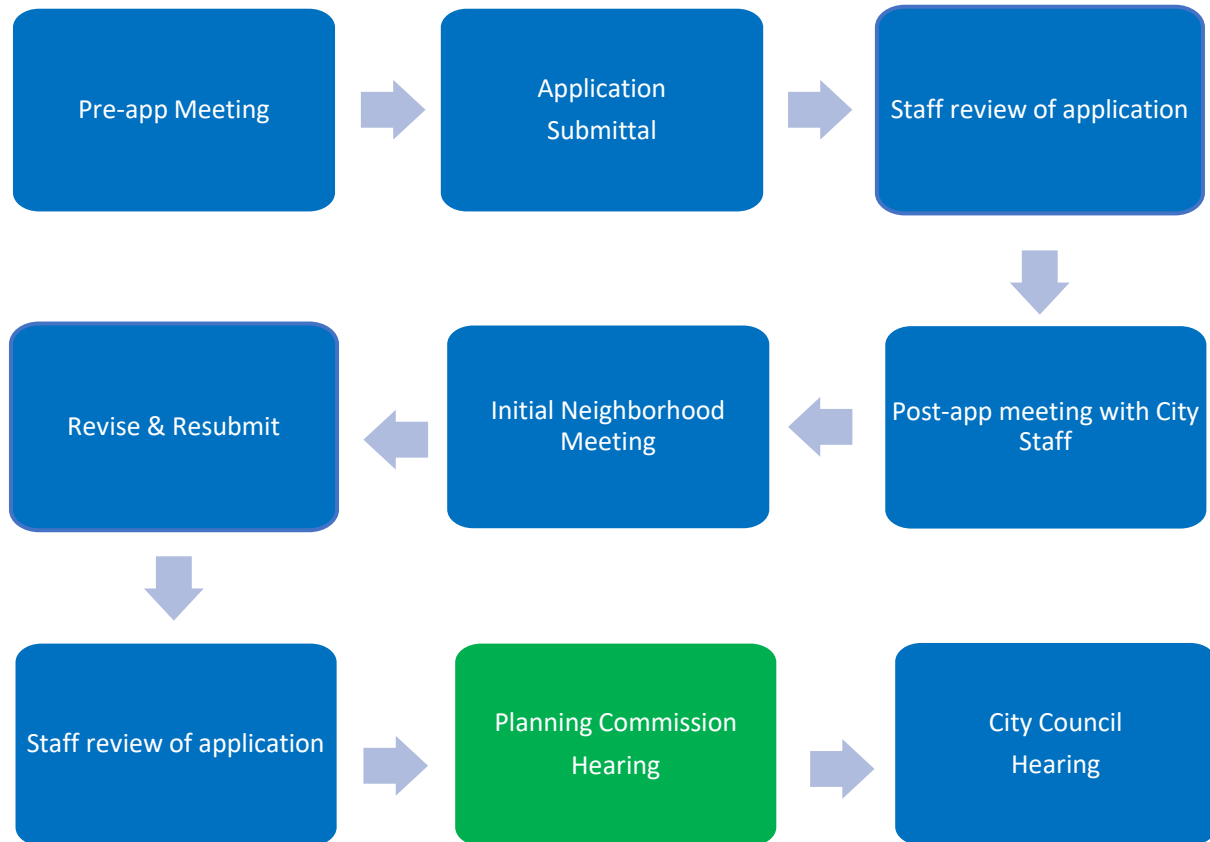
SUP CRITERIA – “COMPATIBILITY”

- There are no adjacent residential neighbors
- No impact on circulation; El Sol designed for more intensive uses
- No exterior lights; quiet
- Buildings are only 18' tall (surrounding buildings are taller)
- Parcel size is ideal for this development
- Architecture, colors, and materials are high quality and compatible with surrounding area.

SUMMARY

- Community amenity
- Consistent with zoning
- Consistent with General Plan
- Meets SUP criteria
- No opposition
- Staff support

NEXT STEPS



QUESTIONS?

ITEM #: 16.
DATE: 03/20/2023
AI #:1325



CITY COUNCIL ACTION REPORT

SUBJECT: ANNEXATION OF TWO PROPERTIES NEAR THE SOUTHEAST CORNER OF SARIVAL AVENUE AND THE BROADWAY ROAD ALIGNMENTS

STAFF PRESENTER(S): Christian M. Williams, Principal Planner

SUMMARY

This is a Public Hearing for the City Council to consider the annexation of 1.81 acres of property along the Broadway Road alignment and 0.42 acre of property along the Sarival Avenue alignment in the vicinity of Sarival Avenue and Maricopa County 85.

RECOMMENDATION

1. ADOPT ORDINANCE NO. 2023-2290 EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 1.81 ACRES OF PROPERTY ALONG THE BROADWAY ROAD ALIGNMENT BETWEEN THE SARIVAL AVENUE ALIGNMENT AND THE 159TH AVENUE ALIGNMENT, GENERALLY LOCATED SOUTHEAST OF SARIVAL AVENUE AND MARICOPA COUNTY 85, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, AND PROVIDING A CITY ZONING DESIGNATION OF AU AGRICULTURAL URBAN; PROVIDING DIRECTIONS AND AN EFFECTIVE DATE.
2. ADOPT ORDINANCE NO. 2023-2291 EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 0.42 ACRES OF PROPERTY ALONG THE SARIVAL AVENUE ALIGNMENT BETWEEN MARICOPA COUNTY HIGHWAY 85 AND THE FUTURE ARIZONA STATE ROUTE 30 (TRES RIOS FREEWAY) GENERALLY LOCATED SOUTHEAST OF SARIVAL AVENUE AND MARICOPA COUNTY 85, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, AND PROVIDING A CITY ZONING DESIGNATION OF AU AGRICULTURAL URBAN; PROVIDING DIRECTIONS AND AN EFFECTIVE DATE. (Christian M. Williams, Principal Planner)

FISCAL IMPACT

Annexation of land has a fiscal impact. A brief overview of anticipated public infrastructure and services impacts is included in the staff analysis section of this report.

BACKGROUND AND PREVIOUS ACTIONS

The two pieces of land subject to the annexations are located southwest of the Sarival Avenue alignment and the Maricopa County Highway 85; both parcels are owned by ENDICOTT PROPERTIES LLC.

At its Regular Meeting on October 24, 2022, Council voted to authorize staff to initiate the annexation of approximately 1.81 acres of property along the Broadway Road alignment between the Sarival Avenue alignment and the 159th Avenue alignment, generally located southeast of Sarival Avenue and Maricopa County 85. At this meeting, Council also authorized staff to initiate the annexation of approximately 0.42 acres of property along the Sarival Avenue alignment between Maricopa County Highway 85 and the future Arizona State Route 30 (Tres Rios Freeway) generally located southeast of Sarival Avenue and Maricopa County 85.

At its Regular Meeting on January 23, 2022, Council held a Public Hearing to consider the annexation of approximately 1.81 acres of property along the Broadway Road alignment between the Sarival Avenue alignment and the 159th Avenue alignment, generally located southeast of Sarival Avenue and Maricopa County 85. Council also held a Public Hearing to consider the annexation of approximately 0.42 acres of property along the Sarival Avenue alignment between Maricopa County Highway 85 and the future Arizona State Route 30 (Tres Rios Freeway) generally located southeast of Sarival Avenue and Maricopa County 85. At the conclusion of the public hearing, Council voted (7-0) to continue with the annexation of this property.

The abutting property to the south of the Broadway Road alignment and to the abutting property northwest of the Broadway Road alignment and the 161st Avenue alignment are zoned Riverside Park Preliminary Planned Area Development (PAD), which was adopted by Council on December 11, 2005 by Ordinance No. 05-976. The abutting property to the northeast of the Broadway Road alignment and the 161st Avenue alignment is zoned Agricultural Urban (AU), which was adopted at annexation by Ordinance No. 78-113.

The Annexation Area is designated as Industrial on the General Plan Land Use and Transportation Map. This land use provides areas for the growth and development of commercial and industrial uses.

STAFF ANALYSIS

Current Policy:

In accordance with Arizona State Statutes regarding annexation, the city of Goodyear has an annexation policy that was adopted with Resolution 2001-768. Below is a brief summary of the annexation process:

- Staff conducts a cursory review of the annexation proposal.
- Staff determines whether the proposed annexation area meets the state legal requirements for annexation as set forth in A.R.S. § 9-471.
 - o Staff has determined that the annexation area meets the state legal requirements for annexation pursuant to the provisions of A.R.S. §§ 9-471 (K) and (S).
- Assuming the proposed annexation meets the legal requirements for annexation, staff

conducts a review of the annexation proposal to determine the desirability of the annexation, which include an impact analysis of the proposed annexation.

- Staff provides an impact analysis of the annexation proposal to City Council. The City Council will consider the proposal and make a determination on whether to authorize staff to proceed with the annexation.
 - o If authorization is not provided, then no further action on the annexation will be taken.
 - o If authorization is provided, staff will move forward with the state statutory requirements for annexation.
- After further staff review of the proposal, a blank petition containing the legal description and an accurate map of the annexation territory is filed with the County Recorder and notice and a copy of the filing shall be given to the clerk of the board of supervisors and to the county assessor. The description shall identify the entity, if any, that will be responsible for maintaining the existing rights-of-way and roadways that are within or contiguous to the exterior boundaries of the area of the proposed annexation.
- After the blank petition is filed, there is a 30-day waiting period. The first of two public hearings must be held within the last 10 days of this 30-day waiting period to receive public input on the annexation. Notices of the public hearing must be: (i) published in a newspaper of general circulation at least fifteen days before the end of the 30-day waiting period and six (6) days before the public hearing; (ii) be posted in at least three conspicuous public places in the area being annexed at least six (6) days before the public hearing; (iii) sent by first class mail to the chairperson of the board of supervisors of the county in which the property being annexed is located at least six (6) days before the public hearing; (iv) sent by first class mail, with an accurate map of the property being annexed to each owner of the real and personal property as shown on the statement provided by the county assessor and department of revenue at least six (6) days before the public hearing
- After the first public hearing and after the 30-day waiting period is over, the blank petition may be signed and collected.
- Once signatures have been collected on the blank petition, an annexation ordinance is prepared and a second public hearing is held for Council's consideration of the Ordinance. If approved by Council, the signed petitions and required affidavits will be filed with the Maricopa County Recorder and a copy of the Annexation Ordinance is submitted to the Clerk of the Board of Supervisors for Maricopa County.

Details of the Request:

The City Council is requested to hold a second public hearing to adopt an ordinance annexing 1.81 acres of property along the Broadway Road alignment between the Sarival Avenue alignment and the 159th Avenue alignment, generally located southeast of Sarival Avenue and Maricopa County 85 into the boundaries of the City of Goodyear. The City Council is also requested to hold a second public hearing to adopt an ordinance annexing 0.42 acres of property along the Sarival Avenue alignment between Maricopa County Highway 85 and the future Arizona State Route 30 (Tres Rios Freeway) generally located southeast of Sarival Avenue and Maricopa County 85, generally located southeast of Sarival Avenue and Maricopa County 85 into the boundaries of the City of Goodyear.

If adopted, and assuming there are no challenges to the adoption, the annexation ordinance(s) will become final within 30 days of adoption.

Prior to these public hearings, in accordance with the City's annexation policy and state law, the following actions have occurred:

- On October 24, 2022, the Council authorized staff to initiate the statutory process for

annexing the 1.81 acres of property along the Broadway Road alignment between the Sarival Avenue alignment and the 159th Avenue alignment, generally located southeast of Sarival Avenue and Maricopa County 85 and the 0.42 acres of property along the Sarival Avenue alignment between Maricopa County Highway 85 and the future Arizona State Route 30 (Tres Rios Freeway) generally located southeast of Sarival Avenue and Maricopa County 85, subject to the requests.

- On or about November 9, 2022, staff forwarded a legal description of the properties to be annexed and a map of the Annexation Area to the Maricopa County Assessor and Arizona Department of Revenue, Property Valuation and Equalization Division (“ADOR”) requesting a list of the owners of the property to be annexed and the appraisal and assessment of the property being annexed.

- On December 27, 2022, after requesting the requested information from the Maricopa County Assessor and ADOR, a blank (unsigned) petition containing the legal description and an accurate map of all exterior boundaries, including all County rights-of-way and roadways with no taxable value, of the territory proposed to be annexed was filed with the County Recorder of Maricopa County. The blank petition was accompanied by a sworn affidavit verifying that no part of the territory for which the filing is made is subject to an earlier filing for annexation.

- On January 23, 2023, the City Council conducted a public hearing to discuss and take public input on the proposed annexation. Notices of the public hearing being held on January 23, 2023 for each annexation was published in the Arizona Republic Southwest Valley Edition on December 30, 2022, which is at least fifteen days before the end of the 30-day waiting period and at least six (6) days before the public hearing. On December 27, 2022, notices of the public hearings were also posted in three conspicuous places in each of the properties proposed to be annexed, which is at least six (6) days before the public hearing. On December 27, 2022, notices of the public hearing along with an accurate map of the Annexation Area for each of the proposed annexations was mailed by first class mail to the County Board of Supervisors; to the County Assessor; and to the owner of real and personal property identified on the lists received from the Maricopa County Assessor and Arizona Department of Revenue, which is at least six (6) days before the public hearing.

No public comment was received in regard to this annexation.

- After the January 23, 2023 hearing and the expiration of the 30-day waiting period (January 26, 2023), the blank petition was circulated for signature. As part of the annexation process, the petition must be signed by the property owners who own at least 50% of the value of the property and by at least 51% of the owners of the property being annexed. With regard to the proposed annexation, the property is owned by a single entity (ENDICOTT PROPERTIES LLC), and the appropriate signature was received.

- Having collected the required signatures on the blank petitions, Annexation Ordinances 2023-2290 and 2023-2291 have been prepared and are being presented for council’s consideration.

As discussed above, the 1.81-acre annexation proposal and the 0.42-acre annexation proposal (for a total of 2.23 acres) are immediately adjacent to two properties, which total 45.16-acre property. The 1.81-acre property bifurcates the larger 45.16-acre that is already annexed into the city. The 0.42-acre property sits within the future Sarival Avenue alignment just west of the larger 45.16-acre property and will be needed for future roadway

improvements. Without the annexation of both properties, a portion of the development would need to develop within the County and future Sarival Avenue would likely be developed to County standards. The current owner would like to develop the entire site as a cohesive development within the city.

Streets: the property is intended to have access to Sarival Avenue, which will ultimately be developed within the city. Sarival Avenue is planned to provide access to both future Arizona State Route 30 (Tres Rios Freeway) and Maricopa County Highway 85.

Public Safety: the property is located within an existing Police patrol beat and the current level of service within the beat can accommodate the development of the property. Fire services would be provided by Station 184, approximately 2.3 miles away and Station 181 approximately 5.0 miles away.

Water/Wastewater: Upon annexation, the property would be served by the City of Goodyear. The property is already included in the city's Integrated Water Master Plan (IWMP). If the two annexation Ordinances are adopted, copies of the adopted ordinances and all exhibits referred to therein are to be filed and recorded in the office of the County Recorder of Maricopa County, Arizona and a copy of the adopted ordinances and all exhibits referred to therein are to be sent to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

Attachments

Ordinance Broadway

Legal Broadway

Ordinance Sarival

Legal Sarival

ORDINANCE NO. 2023-2290

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 1.81 ACRES OF PROPERTY ALONG THE BROADWAY ROAD ALIGNMENT BETWEEN THE SARIVAL AVENUE ALIGNMENT AND THE 159TH AVENUE ALIGNMENT, GENERALLY LOCATED SOUTHEAST OF SARIVAL AVENUE AND MARICOPA COUNTY 85, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, AND PROVIDING A CITY ZONING DESIGNATION OF AU AGRICULTURAL URBAN; PROVIDING DIRECTIONS AND AN EFFECTIVE DATE.

WHEREAS, a petition in writing, accompanied by a map or plot of said real property, having been filed and presented to the Mayor and Council of the City of Goodyear, Arizona, signed by the owner of more than one-half in value of the real and personal property and more that one-half of the persons owning real and personal property as would be subject to taxation by the City of Goodyear in the event of annexation within the territory and land hereinafter described as shown by the last assessment of said property, which said territory is contiguous to the City of Goodyear, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed to the City of Goodyear, and to extend and increase the corporate limits of the City of Goodyear so as to embrace the same; and,

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona are desirous of complying with said petition and extending and increasing the corporate limits of the City of Goodyear to include said territory; and,

WHEREAS, the property that is the subject of the annexation petition is undeveloped and unoccupied; and,

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Goodyear, and had attached thereto at all times an accurate map of the territory desired to be annexed; and,

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory; and,

WHEREAS, the provisions of A.R.S. §9-471, and amendments thereto, have been fully observed; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Goodyear, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the County Recorder.

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

SECTION 1. ANNEXATION

That the approximate 1.81 acres of territory described in Exhibit A- Legal Description and depicted in Exhibit B – Annexation Map, both of which are attached hereto and incorporated herein, is hereby annexed to the City of Goodyear, and that the present corporate limits are hereby extended and increased to include the approximate 1.81 acres of territory described in Exhibit A - Legal Description (the “Annexation Property”); and that the official map of the City of Goodyear be amended to include the Annexation Property.

SECTION 2. ZONING

That the City of Goodyear zoning classification for the Annexation Property shall be Agricultural-Urban (AU) (being the City of Goodyear zoning classification most consistent with Maricopa County’s classification of RU-43). That the official zoning map of the City of Goodyear be amended to show the City of Goodyear’s zoning classification for the Annexation Property.

SECTION 3. RECORDING

A copy of this ordinance and all exhibits referred to herein, including Exhibit B – Annexation Map, which is an accurate map of the territory hereby annexed to the City of Goodyear, shall be filed and recorded in the office of the County Recorder of Maricopa County, Arizona and a copy of this ordinance and all exhibits referred to herein shall be provided to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

SECTION 4. EFFECTIVE DATE

This Ordinance 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:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

Exhibit A - Legal Description

OF A PORTION OF THE SOUTHEAST
CORNER OF HIGHWAY 85 & SARVAL A
VENUE -
A.P.N. 500-83-009

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING THE SOUTH 33.00 FEET OF SAID SECTION 30, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER BEING MARKED BY A HALF-INCH CAPPED REBAR STAMPED 42137 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 30 BEING MARKED BY A 3-INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE BEARS NORTH 89 DEGREES 59 MINUTES 09 SECONDS WEST 2602.31 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 09 SECONDS WEST 2274.66 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE SOUTH LINE OF THAT "FEE SIMPLE RIGHT-OF-WAY" AS DESCRIBED IN DOCUMENT NUMBER 2007-0960070, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 82 DEGREES 03 MINUTES 59 SECONDS WEST 238.66 FEET ALONG SAID SOUTH LINE TO A POINT ON THE SOUTH LINE OF THE NORTH 33.00 FEET OF SAID SECTION 30;

THENCE SOUTH 89 DEGREES 59 MINUTES 09 SECONDS EAST 2511.03 FEET ALONG SAID SOUTH LINE TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST 33.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.



2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 5/5/2022

JOB NO.: 202110073A

Exhibit B - Annexation Map

EXHIBIT

OF A PORTION OF THE SOUTHEAST CORNER
OF HIGHWAY 85 & SARIVAL AVENUE -
A.P.N. 500-83-009

100' FEE SIMPLE R/W
DOC NO. 2005-1778781
DOC NO. 2007-0960070

HIGHWAY 85

A.P.N. 500-06-034C
MARICOPA COUNTY OF
2006-0709054 M.C.R.

A.P.N. 500-06-034E
MARICOPA COUNTY OF
2006-0709054 M.C.R.

NOT TO SCALE --

SARIVAL AVENUE

S 00°14'06" W 2635.52'
2589.75'

WEST 1/4 CORNER
SECTION 30, T-1N, R-1W

N 89°51'56" W

A.P.N. 500-83-009

A.P.N. 500-83-002N
ENDICOTT PROPERTIES LLC
2010-0600778 M.C.R.

L1

L3

SEE DETAIL •A•

N 00°12'47" E
2607.98'

CENTER OF SECTION 30
T-1N, R-1W

2603.31'



SUPERIOR
SURVEYING SERVICES, INC.

DATE: 5/5/2022

2122 W. Lone Cactus Dr., Ste. 11
Phoenix, AZ 85027
623-869-0223 (office)
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JOB NO: 202110073A

EXHIBIT

OF A PORTION OF THE SOUTHEAST CORNER
OF HIGHWAY 85 & SARVAL AVENUE - ...
A.P.N. 500-83-009

LEGEND

- PROPERTY LINE
- - - CENTER LINE OR MONUMENT LINE
- ◆ FOUND 1/2" CAPPED REBAR
STAMPED "KLEIN 42137"
SET PER BK. 1608, PG. 21, M.C.R.
- [Q] FOUND MARICOPA COUNTY DEPARTMENT
OF TRANSPORTATION BRASS CAP IN
IN HANDHOLE 0.4' DOWN
- ⊙ FOUND 2" ALUMINUM CAP
ILLEGIBLE STAMP
- ⊙ CALCULATED POSITION
NO MONUMENT FOUND OR SET
(UNLESS OTHERWISE NOTED)

A.P.N. ASSESSORS PARCEL NUMBER

M.C.R. MARICOPA COUNTY RECORDS

R/W RIGHT OF WAY

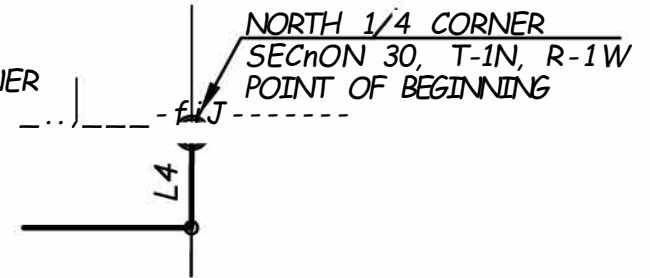
BK. BOOK

PG. PAGE

(TYP.) TYPICAL

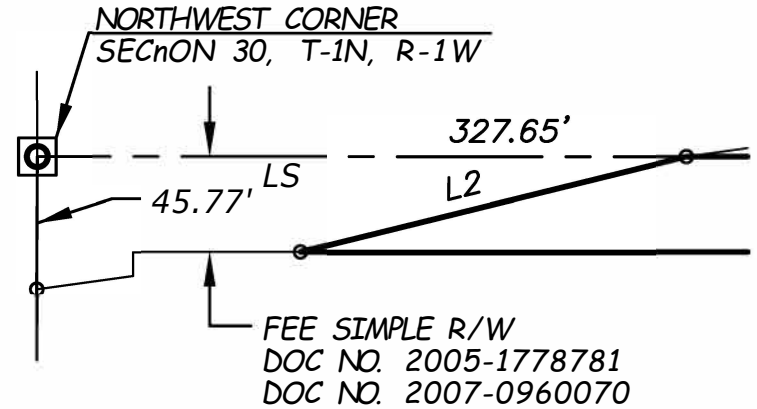


LINE TABLE		
LINE	BEARINGS	LENGTH
L1	S 89°59'09" E	2274.66'
L2	S 82°03'59" W	238.66'
L3	N 89°59'09" W	2511.03'
L4	S 00°12'47" W	33.00'
LS	N 89°59'09" W	327.65'



DETAIL "

NOT TO SCALE



DETAIL "B"

NOT TO SCALE

SUPERIOR
SURVEYING SERVICES, INC.

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Phoenix, AZ 85027
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623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 5/5/2022

JOB NO.: 202110073A

ORDINANCE NO. 2023-2291

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 0.42 ACRES OF PROPERTY ALONG THE SARIVAL AVENUE ALIGNMENT BETWEEN MARICOPA COUNTY HIGHWAY 85 AND THE FUTURE ARIZONA STATE ROUTE 30 (TRES RIOS FREEWAY) GENERALLY LOCATED SOUTHEAST OF SARIVAL AVENUE AND MARICOPA COUNTY 85, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, AND PROVIDING A CITY ZONING DESIGNATION OF AU AGRICULTURAL URBAN; PROVIDING DIRECTIONS AND AN EFFECTIVE DATE.

WHEREAS, a petition in writing, accompanied by a map or plot of said real property, having been filed and presented to the Mayor and Council of the City of Goodyear, Arizona, signed by the owner of more than one-half in value of the real and personal property and more that one-half of the persons owning real and personal property as would be subject to taxation by the City of Goodyear in the event of annexation within the territory and land hereinafter described as shown by the last assessment of said property, which said territory is contiguous to the City of Goodyear, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed to the City of Goodyear, and to extend and increase the corporate limits of the City of Goodyear so as to embrace the same; and,

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona are desirous of complying with said petition and extending and increasing the corporate limits of the City of Goodyear to include said territory; and,

WHEREAS, the property that is the subject of the annexation petition is undeveloped and unoccupied; and,

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Goodyear, and had attached thereto at all times an accurate map of the territory desired to be annexed; and,

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory; and,

WHEREAS, the provisions of A.R.S. §9-471, and amendments thereto, have been fully observed; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Goodyear, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the County Recorder.

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

SECTION 1. ANNEXATION

That the approximate 0.42 acres of territory described in Exhibit A- Legal Description and depicted in Exhibit B – Annexation Map, both of which are attached hereto and incorporated herein, is hereby annexed to the City of Goodyear, and that the present corporate limits are hereby extended and increased to include the approximate 0.42 acres of territory described in Exhibit A - Legal Description (the “Annexation Property”); and that the official map of the City of Goodyear be amended to include the Annexation Property.

SECTION 2. ZONING

That the City of Goodyear zoning classification for the Annexation Property shall be Agricultural-Urban (AU) (being the City of Goodyear zoning classification most consistent with Maricopa County’s classification of RU-43). That the official zoning map of the City of Goodyear be amended to show the City of Goodyear’s zoning classification for the Annexation Property.

SECTION 3. RECORDING

A copy of this ordinance and all exhibits referred to herein, including Exhibit B – Annexation Map, which is an accurate map of the territory hereby annexed to the City of Goodyear, shall be filed and recorded in the office of the County Recorder of Maricopa County, Arizona and a copy of this ordinance and all exhibits referred to herein shall be provided to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

SECTION 4. EFFECTIVE DATE

This Ordinance 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:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

Exhibit A - Legal Description

OF A PORTION OF THE SOUTHEAST CORNER
OF HIGHWAY 85 & SAR/VAL AVENUE -
A.P.N. 500-83-002M

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING THE EAST 33.00 FEET OF SAID SECTION 30, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30 BEING MARKED BY A 3-INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE BEARS FROM WHICH THE NORTH QUARTER CORNER BEING MARKED BY A HALF-INCH CAPPED REBAR STAMPED 42137 BEARS NORTH 89 DEGREES 59 MINUTES 09 SECONDS WEST 2602.31 FEET;

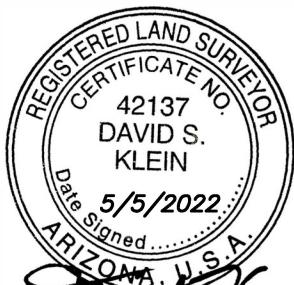
THENCE SOUTH 00 DEGREES 14 MINUTES 06 SECONDS WEST 45.77 FEET ALONG THE WEST LINE OF SAID SECTION 30 TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 14 MINUTES 06 SECONDS WEST 554.35 FEET ALONG SAID WEST LINE;

THENCE SOUTH 89 DEGREES 44 MINUTES 50 SECONDS EAST 33.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 33.00 FEET OF SAID NORTHWEST QUARTER;

THENCE NORTH 00 DEGREES 14 MINUTES 06 SECONDS EAST 559.10 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF THAT "FEE SIMPLE RIGHT-OF-WAY" AS DESCRIBED IN DOCUMENT NUMBER 2007-0960070, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 82 DEGREES 03 MINUTES 59 SECONDS WEST 33.34 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.




SUPERIOR
SURVEYING SERVICES, INC.

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info@superiorsurveying.com

DATE: 5/5/2022

JOB NO.: 202110073B

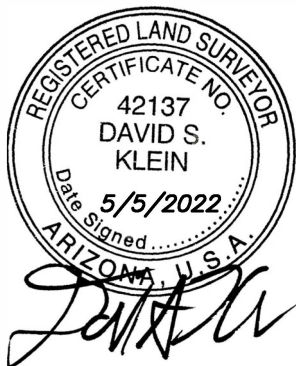
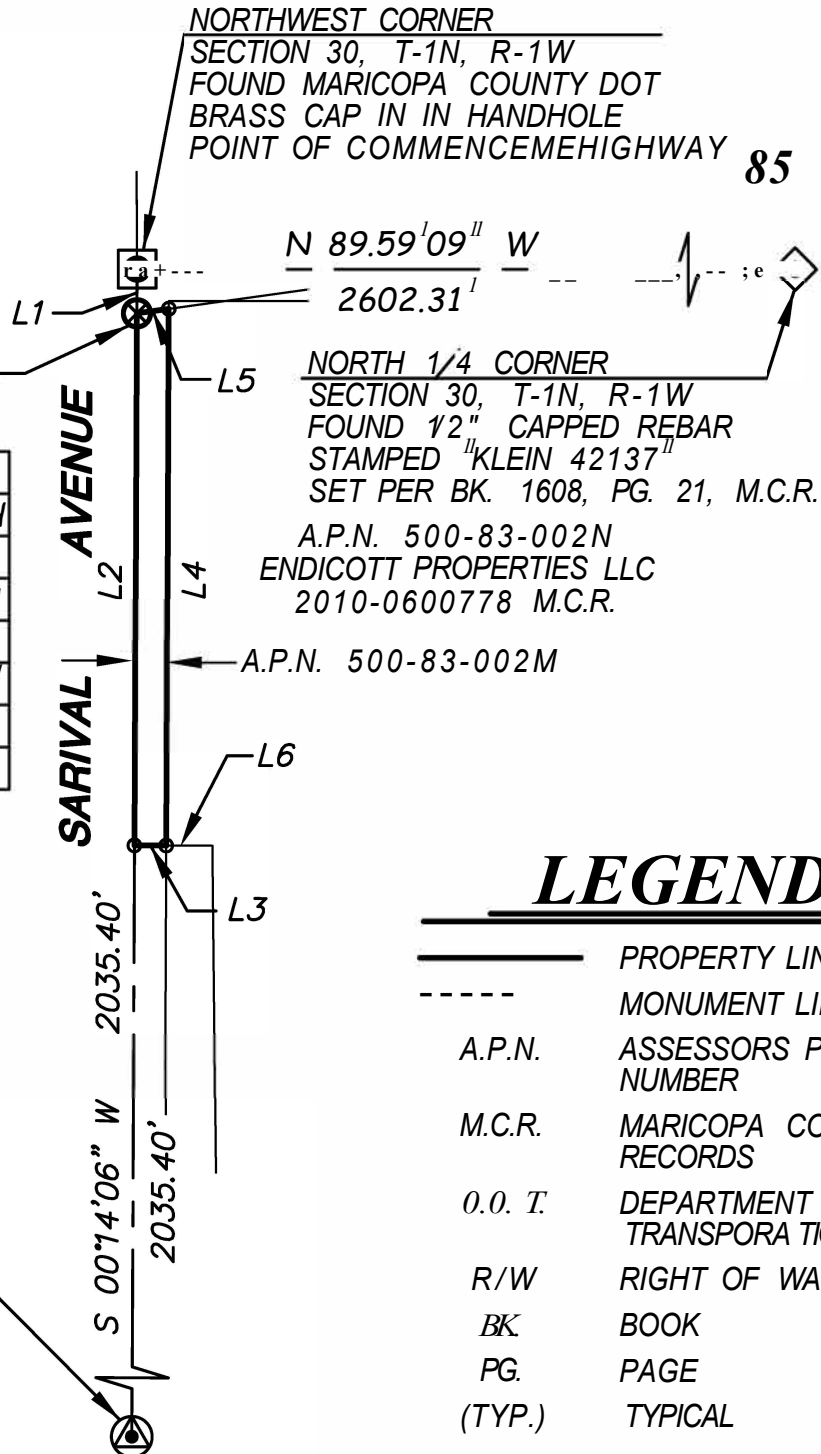
Exhibit B - Annexation Map

OF A PORTION OF THE SOUTHEAST CORNER OF HIGHWAY 85 &
SARVAL AVENUE - A.P.N. 500-83-002M



NOT TO SCALE

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	S 00°14'06" W	45.77'
L2	S 00°14'06" W	554.35'
L3	N 89°46'15" W	33.00'
L4	N 00°14'06" E	559.10'
L5	S 02°03'59" W	33.34'
L6	S 89°46'15" E	81.13'



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www.superiorsurveying.com
info@superiorsurveying.com

DATE: 5/5/2022

JOB NO.: 202110073B

ITEM #: 17.
DATE: 03/20/2023
AI #:1234



CITY COUNCIL ACTION REPORT

SUBJECT: FY2023-2024 ACTION PLAN FOR HOUSING & URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

STAFF PRESENTER(S): Christina Panaitescu, Grants & Neighborhood Services Supervisor

SUMMARY

Conduct a public hearing to receive input on the draft FY2023-2024 Action Plan for the HUD CDBG program. Comments on the draft plan will be incorporated into the final document, which will be brought to Council for adoption in May.

RECOMMENDATION

Collect public comment on the draft FY2023-2024 Action Plan for the HUD CDBG program. (Christina Panaitescu, Grants & Neighborhood Services Supervisor)

FISCAL IMPACT

Once adopted, the Annual Action Plan will restrict how CDBG grant revenue can be expended. CDBG funds do not require a match from the city.

BACKGROUND AND PREVIOUS ACTIONS

The city of Goodyear began receiving a direct CDBG entitlement in city fiscal year (FY) 2022.

CDBG funds may be used for a variety of activities that meet the needs of low- and moderate-income (LMI) residents and neighborhoods, and vulnerable populations as defined by HUD. Eligible activities fall into four broad categories:

1. Community Facilities and Infrastructure
2. Community Services and Programs
3. Economic Development
4. Quality Affordable Housing

Activities must also address Congress' primary CDBG objective to improve communities, principally for LMI residents by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

At a February 13, 2023 work session, Council directed that the FY2023-2024 CDBG funds be utilized for enhancements at Palmateer Park and CDBG program administration.

STAFF ANALYSIS

The city anticipates receiving approximately \$397,718 of CDBG funds, 80% of which will be used for community facilities and 20% for program administration and planning. If the Goodyear allocation is higher or lower than anticipated, funds for each activity will be proportionately increased or decreased.

Community Facilities and Infrastructure (\$318,175)

Palmateer Park Enhancements: This area-benefit project would include the construction of a ramada and enhancement of playground equipment offerings to the neighborhood.

Program Administration (\$79,543)

Twenty percent of the total CDBG allocation will be set aside for administrative activities such as:

1. Complying with federal regulations regarding environmental review, federal labor standards, financial management, and procurement, including policies regarding Minority-and Women-owned business enterprises and employment of low- and moderate-income residents;
2. Promoting the principles of fair housing and educating the community about the dangers of lead-based paint;
3. Assessing neighborhood and housing conditions to evaluate the benefits of revitalization activities;
4. Assessing the need for human and public services to address the needs of vulnerable populations and Goodyear residents living in poverty; and
5. Establishing application and monitoring systems.

This draft was made available for public comment on the city's website at www.goodyearaz.gov/cdbg beginning on March 20 and will remain open to comment through April 20, 2023.

The Council will consider adopting the final FY2023-2024 Annual Action Plan at the May 8, 2023, Council meeting, enabling staff to meet the May 15 submission deadline from HUD.

Attachments

Presentation

DRAFT FY24 Annual Action Plan

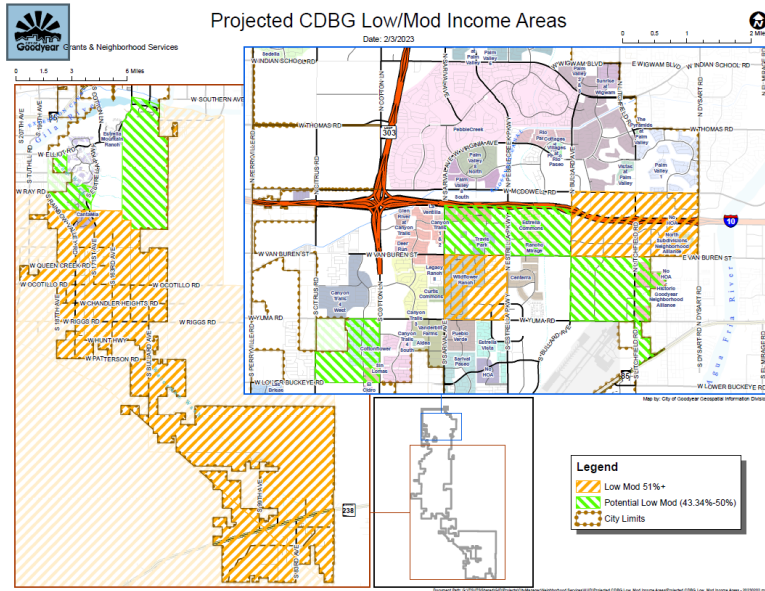


Agenda



- Five-Year Consolidated Plan
- FY2024 Annual Action Plan
- Next Steps

Five-Year Consolidated Plan



National Objective: Benefit low- and moderate- income persons

Presumed Benefit:

- Abused children
- Battered spouses
- Elderly persons
- Severely disabled adults
- Homeless persons
- Illiterate adults
- Persons living with AIDS
- Migrant farm workers

Five-Year Consolidated Plan



National Objective: Benefit low- and moderate- income persons

Goodyear Priorities:

- High Priority Activities (likely to be funded with CDBG in the next five years)
 - Community Facilities and Improvements
 - Public Services
 - Program Administration
- Low Priority Activities (may be funded as opportunities arise)
 - Attainable and Sustainable Housing
 - Economic Development

FY2024



\$397,718 Estimated Entitlement

- Allocation Constraints
 - **Program Administration** - 20% = \$79,543
 - **Community Improvements** - \$318,175

Previous Public Input



Palmateer Park



FY2024 CDBG Investment



Park Enhancements

- Playground Enhancement
- Ramada

Total Project Costs: \$318,200

Next Steps

Stay up-to-date at: goodyearaz.gov/cdbg

- ✓ Dec. 7: Initial Public Meeting
- ✓ Feb. 13: Council Work Session
- Mar. 22 – Apr. 20: Public Comment Period
- Mar. 20: Public Hearing @ Council Meeting
- May 8: Council Meeting to Authorize Submission
- Submit Plans to HUD by Deadline
- HUD Approves Plan and Funds Available After July 1





GOODYEAR

Arizona

FY2023-2024 ACTION PLAN FOR HUD COMMUNITY DEVELOPMENT BLOCK GRANT

The FY2023-2024 Action Plan describes the planned uses of CDBG entitlement funding for activities benefitting low-income and special needs populations throughout Goodyear for the period beginning July 1, 2023 and ending June 30, 2024. The City anticipates receiving approximately \$397,718 of CDBG funds, 80% of which will be used for community facilities, and 20% for program administration and planning. If the City allocation is higher or lower than anticipated, funds for each activity will be proportionately increased or decreased.

FY2023-2024 ACTION PLAN FOR HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan is required by the US Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program. The primary purpose of the CDBG program is to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expanded economic opportunities for low-and-moderate (LMI) people, households, and neighborhoods.

The Annual Plan establishes priorities for the investment of CDBG funds by the city of Goodyear. It is designed to guide HUD-funded housing, homelessness, and community development policies and programs for the period beginning July 1, 2023 and ending June 30, 2024. The plan describes needs, resources, goals, strategies, and objectives to assist Goodyear's LMI residents and households as defined by HUD. Data quantifying LMI households is contained in the City's 5-year HUD Consolidated Plan.

In developing the Annual Plan, the City referred to the 5-year goals for the use of CDBG funds established in the Consolidated Plan, as well as strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. These goals and strategies are based on data and input from residents and stakeholders.

2. Summarize the Objectives and Outcomes Identified in the Plan

Based on data and public and stakeholder input, the following priority needs were set forth in the Consolidated Plan:

1. Community Facilities and Improvements
2. Public Services
3. Attainable and Sustainable Housing
4. Economic Development
5. Program Administration

Activity goals were established in each of these areas for the next five years.

3. Evaluation of Past Performance

FY2023-2024 ACTION PLAN FOR HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

This is the City's third year as an entitlement community. The City's PY2021 Community Facilities and Improvements project in Goodyear's North Subdivisions had suffered some delays due to supply chain issues. Existing streetlights were successfully removed and replaced with improved LED fixtures and bollard lighting has been installed along a neighborhood pathway to improve safety in the neighborhood. The streetlights are energized and operational. The bollards are in place and will be operational, pending the arrival and installation of one last part (meter pedestals). All PY21 CDBG funds have been expended.

Procurement is underway for the PY2022 Community Facilities and Improvements project, renovations of a Child Development Center at New Life Center. The project has an estimated completion date of June 30, 2024.

Phase II of the Community & Neighborhood Services Master Plan, centered on neighborhoods, has been completed and will be presented to Council for adoption on May 6, 2023.

4. Summary of Citizen Participation Process and Consultation Process

The Citizen Participation Process and consultation process for this plan includes:

- Initial Public Meeting, December 7, 2022
- City Council Work Session, February 13, 2023
- Public Hearing at Council Meeting, March 20, 2023
- Public comment period from March 22, 2023 through April 20, 2023
- Council Meeting to adopt the Annual Action Plan by Resolution, May 8, 2023

5. Summary of public comments

There was a total of nine attendees in-person and four online, at the December 7, 2022, Initial Public Meeting. Faith & Community Roundtable members were also consulted at their January 2023 meeting. Several eligible activity suggestions centering largely on capital community improvement-type projects, like enhancements to our parks and connectivity such as sidewalks and pathways, emerged.

City department directors were consulted for feedback and given an opportunity to weigh in on how suggestions aligned with their department-level planning and prioritization and staff capacity to tackle a project in this upcoming fiscal year.

FY2023-2024 ACTION PLAN FOR HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Comments will continue to be collected from the public through April 20, 2023, and this section will be updated to include any additional comments at the close of the public comment period.

Summary of comments or views not accepted and the reasons for not accepting them

Comments or views not accepted will be added at the close of the public comment period.

DRAFT

**FY2023-2024 ACTION PLAN FOR HUD COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROGRAM**

R-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Goodyear	
CDBG Administrator		Neighborhood Services - City Manager's Office

Table 1 – Responsible Agencies

Narrative

The city of Goodyear Neighborhood Services Division is responsible for preparing CDBG planning documents, including this Annual Plan, and administering Community Development Block Grant (CDBG) funds from the US Department of Housing and Urban Development.

Consolidated Plan Public Contact Information

Questions regarding the Consolidated Plan, Annual Action Plan, or the use of CDBG funds may be directed to:

Christina Panaitescu, Grants & Neighborhood Services Supervisor
City of Goodyear
1900 N. Civic Sq.
Goodyear, AZ 85395
623-882-7804
Christina.Panaitescu@goodyearaz.gov

FY2023-2024 ACTION PLAN FOR HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The city of Goodyear engages with community and faith organizations and the Maricopa Regional Continuum of Care for homelessness to collaborate resources and efforts.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The Goodyear Faith & Community Roundtable began in 2009 as a forum for cooperation, trust and respect within the community to nurture goodwill and offer services. It was originally called the Goodyear Faith Community Roundtable and was renamed in 2017 in order to recognize and embrace the participation of laypersons representing not only the faith sector but also nonprofit partners, including public and assisted housing providers, and private and governmental health, mental health and service agencies. The primary purpose of the Roundtable is to collaborate resources to make a difference for those in need in the southwest valley.

Further, Goodyear's grants and neighborhood services supervisor is the current chairperson of the Maricopa Association of Governments (MAG) Human Services Technical Committee, serving the region.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Neighborhood Services representatives participate in a municipal Human Services Directors meeting to provide feedback to a Continuum of Care representative from the West Valley in preparation for CoC meetings, as well as, Maricopa Association of Governments' (MAG) Local Jurisdiction Subcommittee, a regional effort to align the efforts of the Continuum of Care with the work of Pathways Home.

More directly, the City participates with the Maricopa Regional Continuum of Care to conduct an annual point-in-time count of individuals and families experiencing homelessness in Goodyear. Outreach is conducted throughout the year by the Goodyear Police Department and Phoenix Rescue Mission. Phoenix Rescue Mission may provide shelter and services or refer individuals and families to the Human Services Campus (HSC) in Phoenix. The HSC is the lead agency for single-adult coordinated entry in the Valley and conducts intakes and assessments. The HSC connects individuals to a wide array of services

FY2023-2024 ACTION PLAN FOR HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

guided by HSC Navigators. The HSC provides matches to housing, helps connect people with family or friends, provides additional hospitality resources, including post office services and bag storage, and leads and fosters collaboration among partner agencies to ensure a focus on ending homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies, and procedures for the operation and administration of HMIS

The city of Goodyear is not an ESG grantee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

In addition to the public meeting, Faith and Community Roundtable meeting, and City Council work session, the City consulted directly with the following entities while preparing the Annual Action Plan:

- Cox, Century Link, Verizon and T-Mobile
- Goodyear Emergency Manager and Fire Department
- Goodyear Parks and Recreation Department
- Goodyear Development Services Department
- All City Department Directors during Leadership Team Meeting

Identify any Agency Types not consulted and provide rationale for not consulting

All agency types were given the opportunity to provide input.

FY2023-2024 ACTION PLAN FOR HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Maricopa Regional Continuum of Care	Point-in-Time Count and Housing (Beds) Inventory Count; Shared goals for assisting individuals and families experiencing or at risk of homelessness
Goodyear 2019 Community Assessment	City of Goodyear	Shared vision for assisting Goodyear's most vulnerable residents
Goodyear 2025 General Plan	City of Goodyear	Goals to provide housing, services, and economic opportunity for Goodyear's residents
Focus on Success Economic Development Action Plan	City of Goodyear	Strategic priorities for economic development
FY2021 Strategic Plan	City of Goodyear	Promoting a quality environment to enhance community prosperity.
Community and Neighborhood Services Master Plan, Phase I & II	City of Goodyear	Intended to guide future planning and investments in the provision of human services and neighborhood/resident engagement.
2021 Avondale Goodyear Transit study	Maricopa Association of Governments	Identified opportunities for fixed-route bus service improvements and evaluated the suitability of new flexible public transit options and capital investments.

Table 2 – Other local / regional / federal planning efforts

Narrative

All agency types were provided an opportunity to give input into the Annual Action Plan, including broadband providers and agencies responsible for addressing natural disaster hazards.

FY2023-2024 ACTION PLAN FOR HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize the citizen participation process and how it impacted goal-setting

Staff conducted the initial public meeting on December 7, 2022, to provide members of the public with an overview of national objectives and local priorities outlined in the Consolidated Plan. At that time, the public was provided examples of activities that would be provided for Council consideration and invited to help the City identify any other needs that may be met through activities funded through CDBG investment. Council contemplated and prioritized eligible activities at a February 13 work session.

All public meetings and public hearings were hybrid, allowing for both in-person and virtual participation to broaden opportunities for citizen participation. The public was notified by legal advertisements, our website, electronic newsletter “Good Neighbor Alert,” and the social media app Nextdoor.

PY23 planning was further enhanced by the engagement and consultation done while developing Phase II of the Community & Neighborhood Services (CANS) Master Plan, which focused on neighborhoods. Several potential activities have emerged as a part of this neighborhoods phase master planning and were also considered in CDBG planning.

Citizen Participation Outreach

- The two public meetings (December 7 and March 20).

December 7 Initial Public Meeting: 9 in person attendee; 3 virtual attendees = 12 total attendees

Eligible activity suggestions centered on facilities.

- A City Council Work Session (February 13).
- The public comment period from March 22 through April 20.

FY2023-2024 ACTION PLAN FOR HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The Community Development Block Grant program is funded through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the city of Goodyear is classified as an entitlement community. This means that Goodyear does not apply for the CDBG program, but is awarded CDBG funds at a level based on a HUD formula involving population and demographics. In order to receive CDBG funds, Goodyear must complete a Consolidated Plan every five years and an Annual Action Plan that details the uses of funds. Congress' primary objective for CDBG is to improve communities, principally for LMI persons by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

The city of Goodyear PY23 CDBG Allocation is being estimated at \$397,718 for planning purposes. In the event that the city receives an allocation higher or lower than the estimated amount, funding for all proposed activities will be increased or decreased proportionate to the increase or decrease in the actual allocation amount.

The actual amount will be included in the final plan, when allocations have been officially communicated by HUD. Eighty percent (80%) will be assigned to a Community Facilities and Improvements project at Palmateer Park and 20% will be applied to administration.

Anticipated Resources

The city of Goodyear PY23 CDBG Allocation is being estimated at \$397,718 for planning purposes.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

CDBG funds continue to leverage Goodyear's Community Funding Program. The Community Funding Program provides grants to nonprofit organizations that provide human or social services to benefit Goodyear residents. Applications are generally taken in spring of each year for activities that will address a priority inspired by the 2019 Goodyear Community Assessment and Community & Neighborhood Services (CANS) Master Plan – Phase I: Human Services.

FY2023-2024 ACTION PLAN FOR HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Emerging from the CANS Plan:

- the GoodyearCares Navigator continues to help residents navigate a myriad of human and social services, providing case management and application preparation assistance
- a pilot home rehab program launched in the past year and has already approved five income-eligible Goodyear homeowners for construction services;
- a contract is in development to support the launch of a community garden at Wildflower Elementary School, serving an area-benefit community; and
- proposals are being accepted for pilot programs to increase access to evidence-based and trauma-informed mental health and/or substance use/misuse services provided to Goodyear residents within the city of Goodyear limits.

CDBG funds may also leverage Goodyear's partnership with the city of Avondale to provide support for the regional community action program and senior center. In addition, CDBG funds may leverage available federal resources, including funds available from the Departments of Transportation, Health and Human Services, and the Economic Development Administration.

The CDBG program does not have matching fund requirements.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Discussion

The city does not presently have publicly owned land suitable for the identified needs.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Category	Funding	Goal Outcome Indicator
1	Program Administration	Program Administration	20% of annual allocation	Other: 1 Other
2	Community Facilities and Improvements	Community Facilities and Improvements	80% of annual allocation	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: approximately 2000 Persons Assisted, 700 Families

Table 3 – Goals Summary

Projects

AP-35 Projects – 91.220(d)

Introduction

PY2023 projects will include program administration and community facilities improvement activities.

Projects

#	Project Name
1	Program Administration: CDBG is a complex grant program, and it requires intensive administration and oversight. We intend to continue to reserve the full 20% allowable for administration and apply these resources towards a housing assessment conducted in FY24, phase III of our Community & Neighborhood Services Master Plan, among other administrative activities directly related to the CDBG program.
2	Community Facilities and Improvements: Palmateer Park Enhancements As a part of our Neighborhood Services Master Planning and CDBG public meeting process, residents from the neighborhood have expressed a desire for improved playground equipment and amenities at this community park in Historic Goodyear, citing a lack of accessibility for small children and individuals living with a disability, as well as, a lack of activities for older children and teenagers, in the south section of Historic Goodyear. Funds will be leveraged to enhance. Palmateer park, which serves an LMI area, meeting the Low/Mod-income benefit national objective through area benefit. The project will include the construction of a ramada and enhancement of playground equipment for the neighborhood.

Table 4 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

At least 70% of CDBG funds must serve LMI people and not more than 15% may be used for public services. Up to 20% may be used to cover administrative costs. The largest obstacle to addressing underserved needs is insufficient funding to support large projects. As a relatively new entitlement community, Goodyear has an emerging institutional system for the delivery of services, and housing and community development programs and projects.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG assistance will be directed throughout Goodyear to benefit LMI residents, households, and neighborhoods. No target areas have been identified.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 5 - Geographic Distribution

The rationale for the priorities for allocating investments geographically

Allocating funds throughout Goodyear provides flexibility to address the greatest needs of LMI residents, households, and neighborhoods.

Discussion

No further discussion.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The city of Goodyear will be investing PY2023 CDBG resources in community facilities and improvements. No housing activities will be conducted.

One-Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

The city of Goodyear will be investing PY2023 CDBG resources in community facilities and improvements. No housing activities will be conducted.

AP-60 Public Housing – 91.220(h)

Introduction

The city of Goodyear does not have a public housing authority. Residents may receive assistance through the Housing Authority of Maricopa County.

Actions planned during the next year to address the needs for public housing

The city of Goodyear does not have a public housing authority, and no public housing units are located in Goodyear. Residents may receive assistance through the Housing Authority of Maricopa County.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The city of Goodyear does not have a public housing authority, and no public housing units are located in Goodyear. Residents may receive assistance through the Housing Authority of Maricopa County.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

The city of Goodyear does not have a public housing authority, and no public housing units are located in Goodyear. Residents may receive assistance through the Housing Authority of Maricopa County.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Maricopa Regional Continuum of Care (CoC) is managed by the Maricopa Association of Governments and works throughout Maricopa County, including the city of Goodyear, to coordinate homeless planning across municipalities and agencies.

Describe the jurisdiction's one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Goodyear Police Department, through the Homeless Outreach Team (HOT), will continue its proactive approach to establishing trusting community relationships and providing referrals to local and regional resources and shelter options to address specific needs. Individual needs are assessed by providers of homelessness services upon referral.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Goodyear Police Department, through the Homeless Outreach Team (HOT), will continue its proactive approach to establishing trusting community relationships and providing referrals to regional resources and shelter options to address specific needs. In addition, the I-HELP program will continue to provide overnight emergency shelter and case management to assist people experiencing homelessness to move from crisis to stability.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Phoenix Rescue Mission is contracted by the Goodyear Police Department Homeless Outreach Team to continuously engage people experiencing chronic homelessness in Goodyear to build trust and rapport. Many individuals they engage are struggling with addiction and mental health issues and need support to acquire stable housing and social security benefits as they are unable to maintain steady employment.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Individuals and families will have access to regional homelessness prevention resources across a continuum based on the immediacy of their risk, current housing situation, and family resources. The type of services varies by funding source, and ranges from mortgage, rent and utility assistance only to prevention assistance (transportation, vehicle repair, daycare, etc.) designed to promote housing stability. People being discharged from a publicly-funded institution of care also have access to these resources along with specialized coordination of services through nonprofit agencies that address the risk of homelessness among the re-entry population. Families may also receive assistance from their child(ren)'s school through McKinney-Vento funds that provide transportation, school supplies, free breakfast and lunch, case management/advocacy, and other services.

Discussion

Individuals and families experiencing homelessness in Goodyear reflect the diversity, complex characteristics, and special needs of people experiencing homelessness throughout the United States. Some people experiencing homelessness require limited assistance to regain permanent housing and self-sufficiency. Others, especially people with disabilities and those who are chronically homeless, require extensive and long-term support. In addition to people who are already homeless, individuals and families with limited incomes may be in imminent danger of becoming homeless.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." The 2025 City of Goodyear General Plan identified the following local barriers to affordable housing and residential development:

1. As a relatively young community, only limited programs are currently in place to address aging housing stock.
2. The availability of funding, such as Community Development Block Grant funds, have steadily decreased over the years.
3. Goodyear has a need for a variety of housing types, such as multifamily rental housing. However, there are often negative, but not necessarily true, associations with these types of developments that must be overcome.
4. Housing prices could increase in the future, causing housing to become unaffordable.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

To address local barriers to affordable housing and residential development during the next year the City will:

1. Promote the principles of fair housing;
2. Conduct an assessment of housing and housing-related services for low- and moderate-income households and special populations; and
3. Update the General Plan.

Discussion:

Phase III of the Community & Neighborhood Services Master Plan is planned for FY2024 and will focus on housing and housing-related services for low- and moderate-income households and special populations.

Numerous outreach efforts, designed to understand community sentiments and guide the development of land use scenarios, General Plan goals, and policies, are underway and will continue through the summer of 2024. The General Plan will be sent to voters for final ratification on the May 2024 Special Election ballot.

AP-85 Other Actions – 91.220(k)

Introduction:

In addition to establishing goals related to the use of CDBG funds, the City established HUD-required strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. The City has also developed HUD-required program monitoring, and Minority- and Women Owned Business Enterprise Policies.

Actions planned to address obstacles to meeting underserved needs

The development and subsequent implementation of policy initiatives is critical to the success of the city of Goodyear's overall housing and economic development goals. In general, policy development and implementation are designed to enhance city program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions. Despite an influx of one-time funding, insufficient funding and an emerging delivery system remain significant obstacles to meeting underserved needs, due to the temporary nature of the funding and the importance of sustainability. It is hoped that the pilot projects funded with these one-time funds will generate sufficient data to support future funding applications and investment from others.

Actions planned to foster and maintain affordable housing

The City will assess neighborhood conditions, including housing conditions and the need for increased maintenance and city services in LMI neighborhoods to provide the framework for programs and services that will foster and maintain affordable housing.

The city of Goodyear is part of the Maricopa County Regional Analysis of Impediments to Fair Housing Choice. To address impediments to fair housing choice identified in the Maricopa County Regional Analysis of Impediments to Fair Housing Choice, the City will:

1. Review Goodyear fair housing complaints data from HUD to identify any patterns in lending discrimination, failure to make reasonable accommodations, and other discriminatory patterns to identify the need for local investments in education, public services and other vital community investments.
2. Assess conditions in LMI neighborhoods to identify vital community investments.
3. Promote fair housing education by providing information, participating with neighboring jurisdictions to promote fair housing education, and examining opportunities to provide financial literacy classes for prospective homebuyers.
4. Report information to Maricopa County.

Actions planned to reduce lead-based paint hazards

The City will follow a multi-pronged approach to reduce lead hazards, integrating the following actions into housing policies and procedures:

1. Rehabilitation Projects. The City will follow strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances, and require compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs will be tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint will be provided to program participants and contractors.
2. Public Education. Lead hazard information will be distributed to participants in homeownership and rental programs.

Actions planned to reduce the number of poverty-level families

The City will invest community funding in services that promote the stabilization of people in crisis and access to economic opportunity as a forerunner to their movement out of poverty. The City will continue its economic development efforts, working cooperatively with employers, childcare providers, workforce investment agencies, and education agencies to promote jobs-based education and services to help lower-income households attain higher-wage employment.

Actions planned to develop institutional structure

The city of Goodyear recognizes the benefits of increasing administrative efficiencies to improve the delivery system. The City will continue to remain open to using CDBG funds for public services, while primarily leveraging the Community Funding program to expand available services to Goodyear residents. Additional one-time general fund resources have been identified to further support the implementation of pilot programs identified in phase I and II of the Community & Neighborhood Services Master Plan.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to work with the Faith and Community Roundtable to facilitate trust and expand the collaborative mindset that honors the contributions, needs, and perspectives of local service providers.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The City does not anticipate receiving any program income.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

ITEM #: 18.
DATE: 03/20/2023
AI #:1206



CITY COUNCIL ACTION REPORT

SUBJECT: DEVELOPMENT IMPACT FEE UPDATE

STAFF PRESENTER(S): Jared Askelson, Deputy Finance Director

SUMMARY

The City Council will be provided with an overview of the update of the City's development impact fees.

RECOMMENDATION

Receive an update of the City's development impact fees. (Jared Askelson, Deputy Finance Director)

FISCAL IMPACT

Development impact fees are used as a funding source for growth related infrastructure in the City's Capital Improvements Plan. An update will allow the fees to properly include the most up-to-date growth estimates and anticipated construction costs. State statute requires that a qualified outside consultant completes the update. The cost of those services is \$128,000 and is already included as a part of the budget in the development impact fees.

BACKGROUND AND PREVIOUS ACTIONS

The City currently assesses development impact fees at the time of building permit issuance for Fire, Parks and Recreation, Police, Streets, Water, and Wastewater infrastructure. The Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP) are two components of a development fee update required by Arizona Revised Statute (ARS) 9-463.05. A full citywide LUA and IIP were last adopted on October 22, 2018. ARS further requires that the LUA and IIP are updated every five years. Though an update to a portion of the fees occurred on October 28, 2019, it did not cover the entire City. Therefore, an update is required by October 2023.

STAFF ANALYSIS

In order to meet the timeline required by ARS, the process for updating the development impact fees is beginning on March 20, 2023, with the publishing of a public notice of the update and draft LUA and IIP. After the public notice, City staff will conduct outreach meetings with the development community as well as the community at large prior to a public hearing on May 22, 2023, and adoption of the LUA and IIP on June 26, 2023. That will allow for the fee update to begin in July and result with new fees implemented on January 1, 2024.

Attachments

Presentation



City of Goodyear Development Impact Fee Update

March 20, 2023

Development Impact Fee Update



- Pays for growth related infrastructure
- Regulated by state statute
- Updated every five years

Development Impact Fee Update



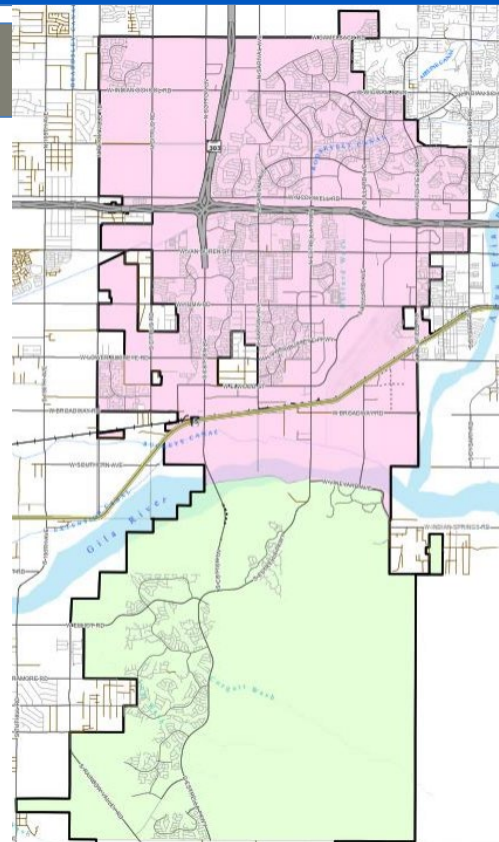
- New fees on January 1, 2024
- Underlying reports (March-June)
 - Land Use Assumptions (LUA)
 - Infrastructure Improvements Plan (IIP)
- Fee adoption (July-January)

Development Impact Fee Update



Land Use Assumptions (LUA)

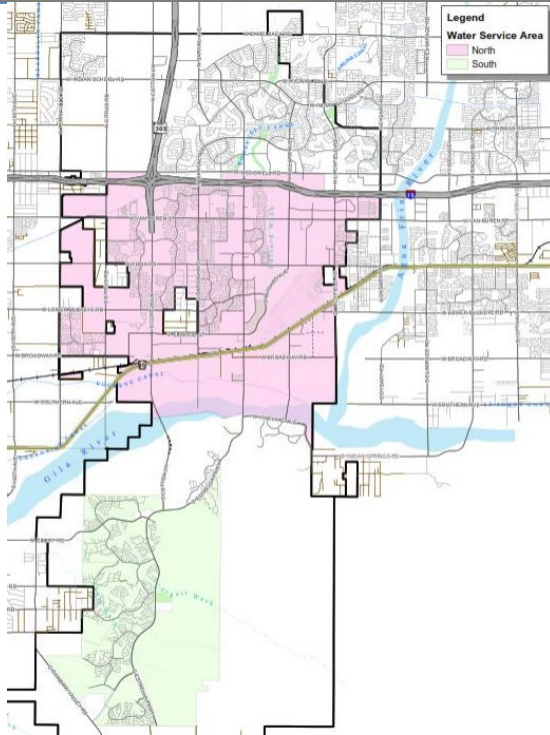
- Growth forecast
- North area
 - Maricopa Association of Governments (MAG)
- South area
 - Estrella Mountain Ranch Master Reports



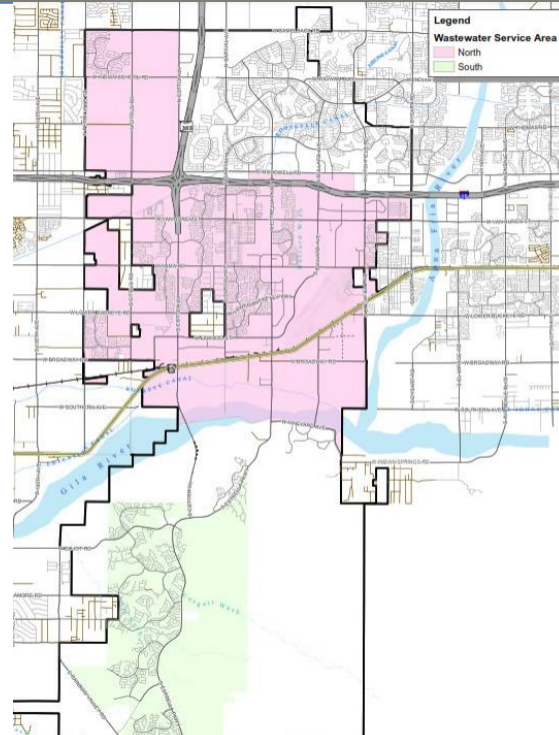
Development Impact Fee Update



Water



Wastewater



Infrastructure Improvements Plan (IIP)

- Forecast of necessary projects
- Based off of LUA estimates
- Construction cost increases

Development Impact Fee Update



- LUA and IIP

- | | |
|------------------------|----------------|
| - Post/public notice | March 20, 2023 |
| - Stakeholder outreach | March-May |
| - Public hearing | May 22, 2023 |
| - Adoption | June 26, 2023 |

Development Impact Fee Update



- Fee Adoption

- | | |
|--------------------------|------------------|
| - Notice of intention | July 10, 2023 |
| - Public hearing | August 28, 2023 |
| - Adoption | October 16, 2023 |
| - Effective date of fees | January 1, 2024 |

Development Impact Fee Update



- Draft LUA and IIP are available now
- Public outreach efforts begin
- Public hearing on LUA and IIP on 5/22

ITEM #: 19.
DATE: 03/20/2023
AI #:1365



CITY COUNCIL ACTION REPORT

**SUBJECT: CIP PROJECT #42053 - COTTON LANE AND YUMA ROAD
LANE ADDITION**

STAFF PRESENTER(S): Christopher Bridges, Transportation Planning Manager

SUMMARY

Advancing project #42053 - Cotton Lane & Yuma Road Lane Addition from FY2024 to FY2023, modifying scope and authorizing necessary budget amendments and all expenditures to the full budgeted amount, increasing the project budget in the amount of \$965,000 for the purposes of constructing additional lanes, for enhanced vehicle capacity in the vicinity of the Cotton Lane and Yuma Road intersection.

RECOMMENDATION

Approve advancing project #42053 - Cotton Lane & Yuma Road Lane Addition from FY2024 to FY2023, modifying scope and authorizing necessary budget amendments and all expenditures to the full budgeted amount, up to \$3,035,500. (Christopher Bridges, Transportation Planning Manager)

FISCAL IMPACT

This project is currently in the design stage with construction programmed in FY2024 in the amount of \$1,685,000. This request would advance project funding from FY2024 to FY2023 and require additional funding in the amount of \$965,000.

The total project budget for Project 42053 - Cotton Lane & Yuma Road Lane Addition will increase from \$2,070,500 to \$3,035,500. This budget amendment request will move the entire project budget into FY2023 and accelerate the substantial completion date of the project from December 2024 to December 2023.

A Guaranteed Maximum Price (GMP) Contract will be executed following council expenditure authorization. All costs related to this project including Construction Administration Services, Plan Review Costs, Design Costs, FFE and IT costs have been finalized and will be covered under this expenditure authorization.

BACKGROUND AND PREVIOUS ACTIONS

The original project scope was for a lane addition to Yuma Road and for a possible additional southbound tapered lane to Cotton Lane. However, to keep the project within the existing right-of-way and to address the issue of vehicle volume to capacity while still meeting minimum engineering standards, additional work is required on Southbound Cotton Lane, North and South of the intersection with Yuma.

STAFF ANALYSIS

The Maricopa Association of Governments has stated the SR 303 construction along the Cotton Lane alignment is fully funded and is programmed for construction in FY2025 and will extend from Van Buren to MC 85. Construction is anticipated to occur in late FY2025 or early FY2026 timeframe based on the current level of design. The connection to MC 85 for the SR 303 project is intended to be a longer-term solution, in the absence of an approved Prop 400 extension. Currently, the roadway and intersection of Cotton Lane and Yuma Road is operating at approximately 114% over capacity North of the intersection and 137% over capacity South of the intersection causing traffic congestion in this location.

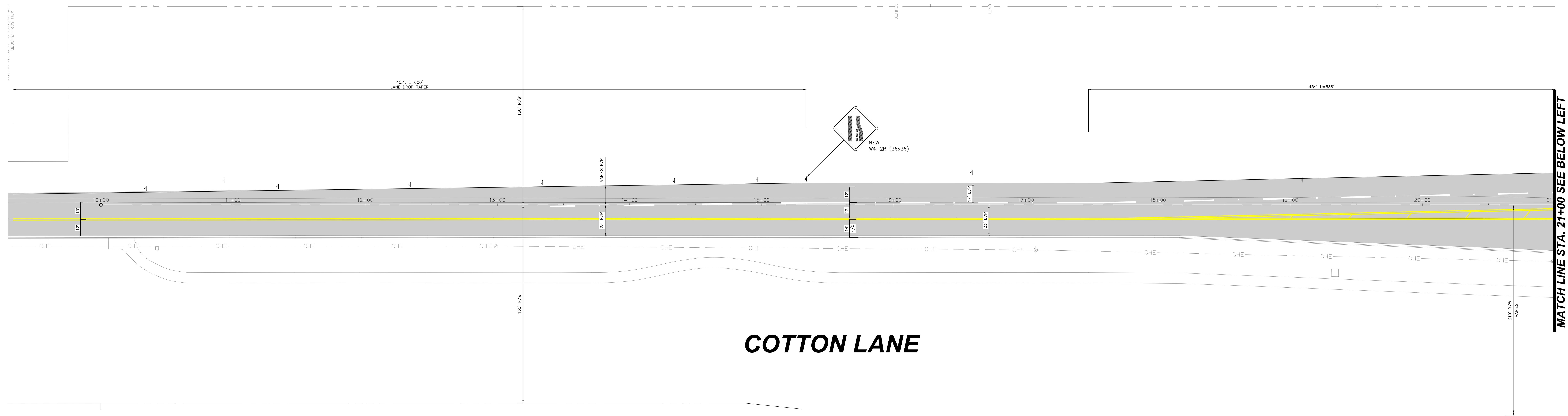
The proposed improvements with Project 42053 would all be interim in nature and will be removed with the SR 303 construction. However, the installation of these improvements will immediately improve the capacity of the roadway in the vicinity of this critical intersection and help alleviate the congestion problems travelers currently face. These proposed interim improvements are planned to be substantially completed and in place by December 2023 and will remain in place for approximately two to three years depending on actual SR 303 construction timing.

The intent is to hire an existing job order contractor to accelerate project delivery and the scope of work is as follows:

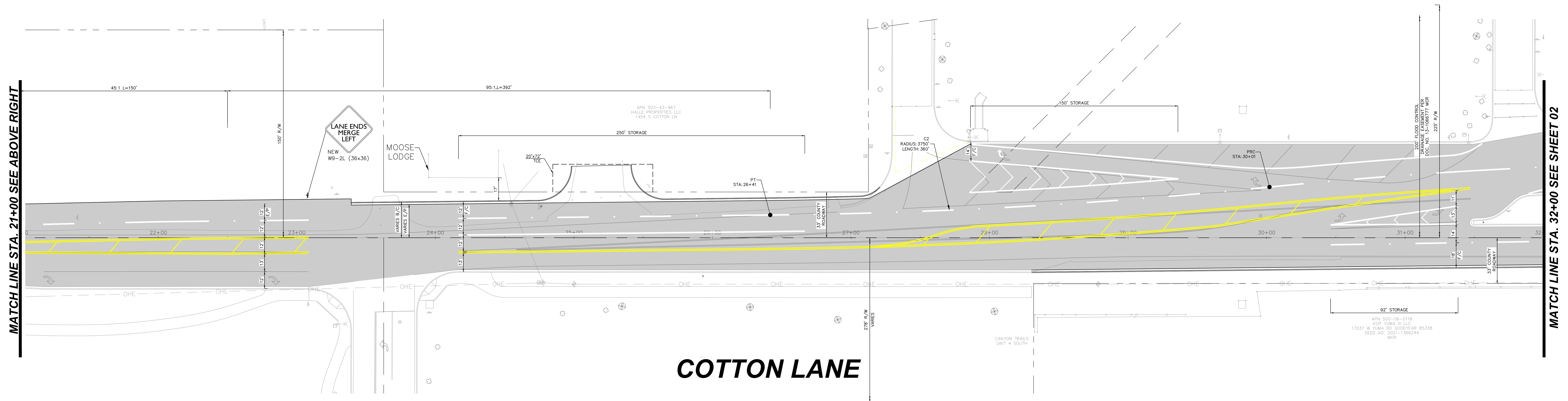
- Add right turn lane Southbound (SB) to Westbound (WB) at the Cotton and Yuma intersection
- Create two SB through lanes and two SB receiving lanes at Cotton/Yuma
- Lane drop SB near the Moose Lodge property and transition back to one-lane each direction
- Add a dedicated SB left turn lane on Cotton Lane at Pima St
- Remove and/or modify existing medians
- Re-locate APS service pole at Moose Lodge to the west right-of-way line
- Add WB receiving lane on Yuma Road
- Does NOT require additional right-of-way acquisition

Attachments

Preliminary Design
Project Location Map
Presentation



COTTON LANE



COTTON LANE

**COTTON LANE AND YUMA ROAD
WESTBOUND AND SOUTHBOUND LANE ADDITION-ALTERNATIVE 5**

**Yuma Rd.
Add 1 WB Lane
173rd to Cotton**

**Cotton Lane
Project Limits**

Moose Lodge

Pima St

Cotton Lane and Yuma Road Lane Addition CIP Project #42053

Chris Bridges, Transportation
Planning Manager



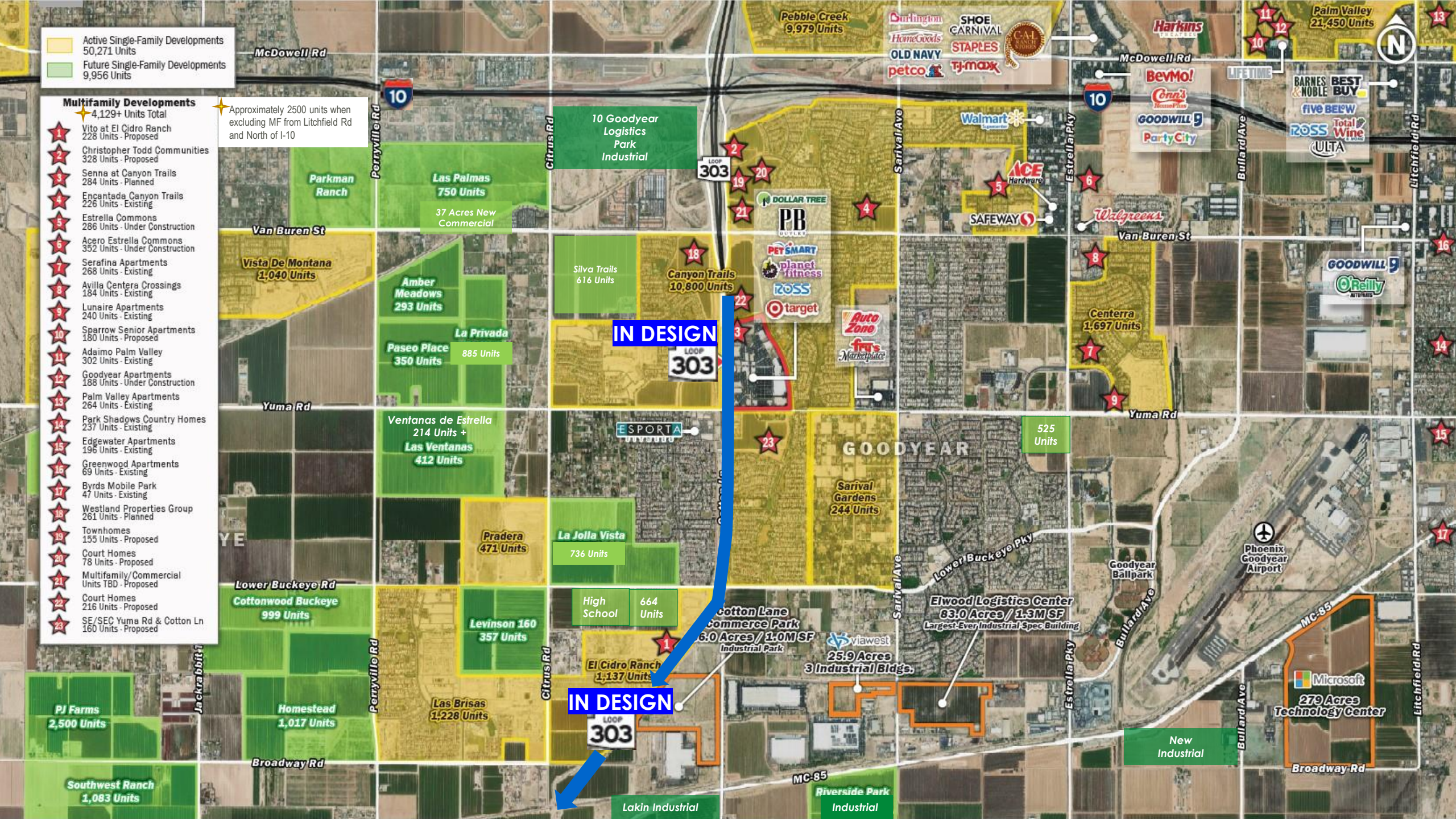
Active Single-Family Developments
50,271 Units
Future Single-Family Developments
9,956 Units

Multifamily Developments

4,129+ Units Total

- 1 Vito at El Cidro Ranch
228 Units - Proposed
- 2 Christopher Todd Communities
328 Units - Proposed
- 3 Senna at Canyon Trails
284 Units - Planned
- 4 Encantada Canyon Trails
226 Units - Existing
- 5 Estrella Commons
286 Units - Under Construction
- 6 Acero Estrella Commons
352 Units - Under Construction
- 7 Serafina Apartments
268 Units - Existing
- 8 Avilla Centera Crossings
184 Units - Existing
- 9 Lunaire Apartments
240 Units - Existing
- 10 Sparrow Senior Apartments
180 Units - Proposed
- 11 Adaimo Palm Valley
302 Units - Existing
- 12 Goodyear Apartments
188 Units - Under Construction
- 13 Palm Valley Apartments
264 Units - Existing
- 14 Park Shadows Country Homes
237 Units - Existing
- 15 Edgewater Apartments
196 Units - Existing
- 16 Greenwood Apartments
69 Units - Existing
- 17 Byrds Mobile Park
47 Units - Existing
- 18 Westland Properties Group
261 Units - Planned
- 19 Townhomes
135 Units - Proposed
- 20 Court Homes
78 Units - Proposed
- 21 Multifamily/Commercial
Units TBD - Proposed
- 22 Court Homes
216 Units - Proposed
- 23 SE/SEC Yuma Rd & Cotton Ln
160 Units - Proposed

Approximately 2500 units when
excluding MF from Litchfield Rd
and North of I-10



AT LILAC

-
- This aerial map of the Canyon Trails area in Las Vegas features several green callout boxes and a red double-headed arrow. The callouts identify 'Future Multi-Family' sites in the upper left, upper right, and center-right, and a 'Future Quik Trip' site in the lower left. A red double-headed arrow labeled '42,000 Vehicles' points to Canyon Trails Blvd. The map includes street names such as W Van Buren St, W Woodlands Ave, W Monroe St, W Adams St, W Washington St, W Mesquite Dr, W Jefferson St, W Madison St, W Harrison St, W Lilac St, W Buchanan St, W Lincoln St, W Grant St, W Sherman St, W Hadley St, W Yuma Rd, S 172nd Dr, S 174th Dr, S 176th Dr, S 178th Dr, S 180th Dr, S 182nd Dr, S 184th Dr, S 186th Dr, S 188th Dr, S 190th Dr, S 192nd Dr, S 194th Dr, S 196th Dr, S 198th Dr, S 200th Dr, S 202nd Dr, S 204th Dr, S 206th Dr, S 208th Dr, S 210th Dr, S 212nd Dr, S 214th Dr, S 216th Dr, S 218th Dr, S 220th Dr, S 222nd Dr, S 224th Dr, S 226th Dr, S 228th Dr, S 230th Dr, S 232nd Dr, S 234th Dr, S 236th Dr, S 238th Dr, S 240th Dr, S 242nd Dr, S 244th Dr, S 246th Dr, S 248th Dr, S 250th Dr, S 252nd Dr, S 254th Dr, S 256th Dr, S 258th Dr, S 260th Dr, S 262nd Dr, S 264th Dr, S 266th Dr, S 268th Dr, S 270th Dr, S 272nd Dr, S 274th Dr, S 276th Dr, S 278th Dr, S 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AT YUMA

-
- Approaching Buildout for Commercial Businesses
- Future Quik Trip
- 6 New Commercial Businesses
- Future Residential
- 25,000 Vehicles
- Google

Address or Intersection



Yuma Rd.
Project Limits

Cotton Lane
Project Limits

Moose Lodge

Pima Road



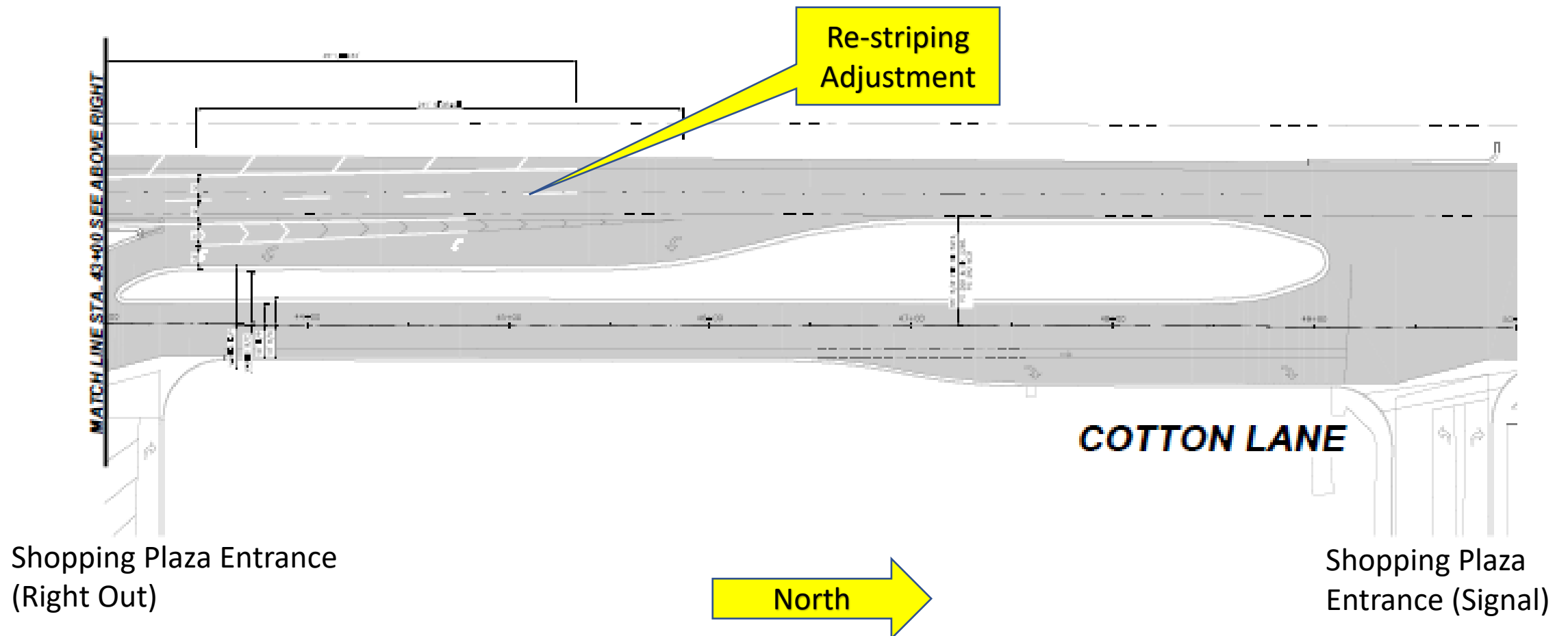
Scope of Work



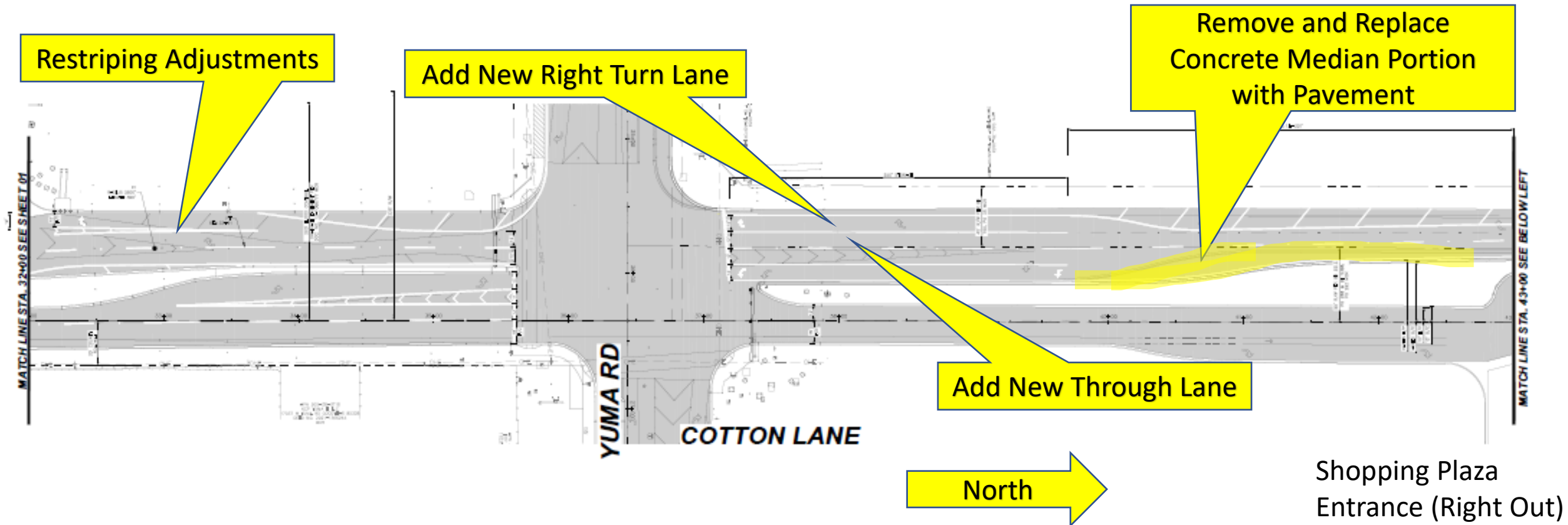
UTILIZE JOB ORDER CONTRACTOR

- Add right turn lane Southbound (SB) to Westbound (WB) at the Cotton and Yuma intersection
- Create two SB through lanes and two SB receiving lanes at Cotton/Yuma
- Add a dedicated SB left turn lane on Cotton Lane at Pima St
- Lane drop SB just South of the Moose Lodge property and transition back to one-lane each direction
- Re-locate APS service pole at Moose Lodge to the west right-of-way line
- Remove and/or modify existing medians on Cotton Lane
- Add WB receiving lane on Yuma Road
- Does NOT require right-of-way acquisition

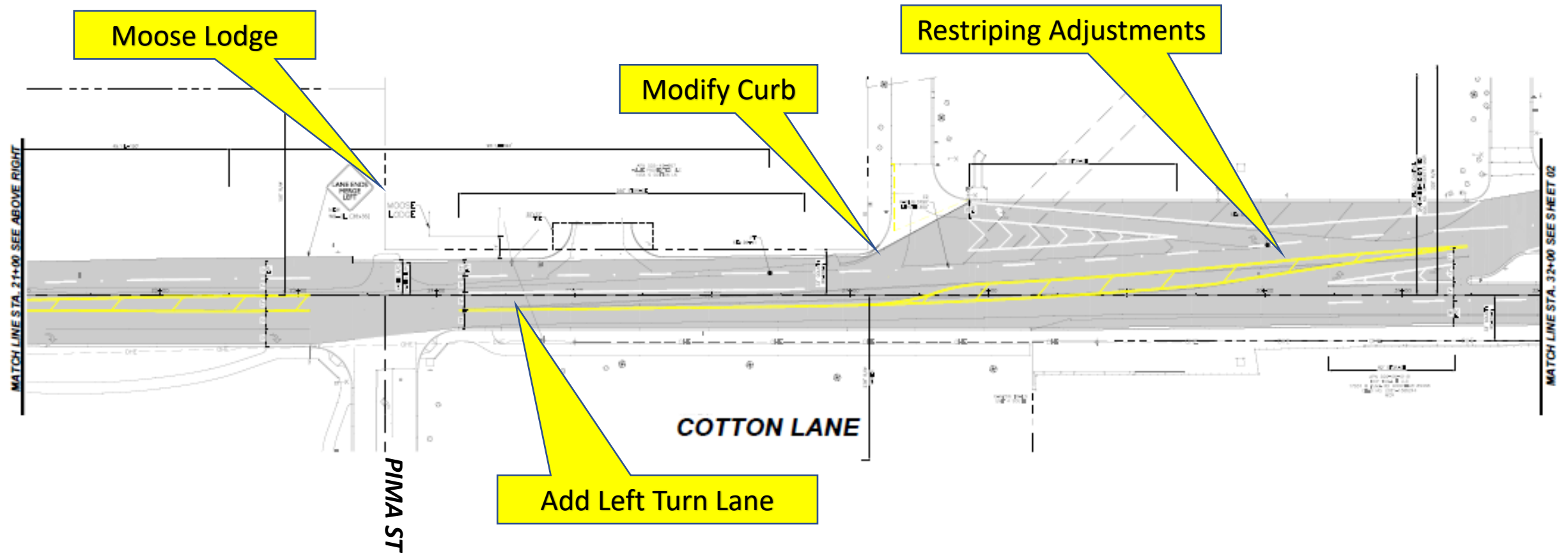
Proposed Improvements



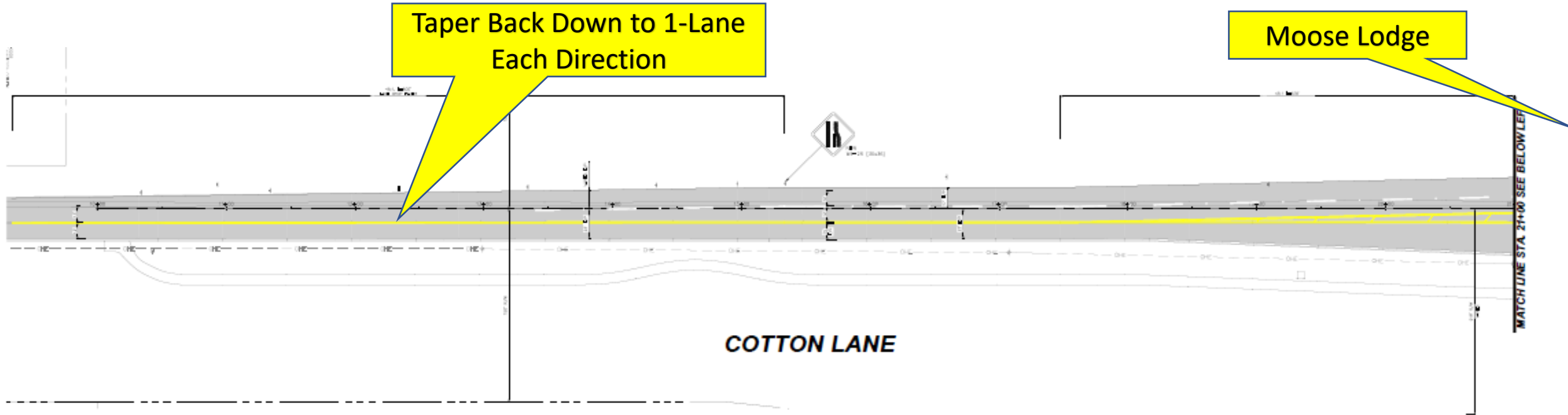
Proposed Improvements



Proposed Improvements



Proposed Improvements



Cost Summary



- The total project budget will increase from \$2,070,500 to \$3,035,500
 - A budget increase in the amount of \$965,000
- Moves the entire project budget into FY2023
- Substantial completion date of the project December of 2023

Recommendation



Approve advancing project 42053 - Cotton Lane & Yuma Road Lane Addition from FY2024 to FY2023, modifying scope and authorizing necessary budget amendments and all expenditures to the full budgeted amount, of up to \$3,035,500.

ITEM #: 20.
DATE: 03/20/2023
AI #:1308



CITY COUNCIL ACTION REPORT

**SUBJECT: COMPREHENSIVE SIGN PACKAGE FOR 10 GOODYEAR
COMMERCE PARK**

STAFF PRESENTER(S): Karen Craver, Principal Planner

OTHER PRESENTER(S):

Cassandra Ayers, Berry Riddell LLC

SUMMARY

Request for approval of a comprehensive sign package (CSP) for the 5-building 10 Goodyear Commerce Park to be developed at the southwest corner of the I-10 and the Loop 303.

RECOMMENDATION

Approve a comprehensive sign package for the 10 Goodyear Commerce Park. (Karen Craver, Principal Planner)

STIPULATIONS

1. All signs shall be in conformance with the Sign Program for 10 Goodyear dated February 21, 2023 ("CSP"), with the following exceptions:
 - a. The CSP shall not apply unless the property is developed in accordance with the site plan reflected in the Site Plan Overview of the CSP (Sheet 04). If the property is not developed in accordance with the Site Plan Overview of the CSP (Sheet 04), the property owner shall be required to submit a new application for a comprehensive sign package; and
 - b. The tenant wall signs (symbol 5) shall adhere to the industrial city sign regulations in Zoning Ordinance Article 7-8-C-4; and
 - c. The building wall address signs (symbol 6) shall adhere to Section 505.1 of the City of Goodyear Fire code amendments; and
 - d. Lighted signage, ground or wall mounted, shall not face the residential use to the south.

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 Innovation Centre PAD (19-210-00011) was approved by the City Council on December 14, 2020 with the adoption of Ordinance No. 2020-1472. The PAD consists of approximately 224 acres intended for Commerce Park, Commercial/Retail and Entertainment, and Office/Employment land uses. With no vertical construction having commenced within two years of the effective date of the approving ordinance (January 14, 2023), the applicant requested an extension of the approval, and the City Council granted a two-year extension on February 6, 2023.

On March 4, 2022, staff approved a master site plan (21-600-00042) for the commerce park portion of the Innovation Centre PAD, and at the request of the applicant, staff simultaneously reviewed an alternative master site plan (21-600-00063) for the property that was approved on May 25, 2022. The alternative plan consolidated the two largest buildings from the original approval into one 1,260,000 square foot building. Permits are currently being pursued for the alternative master site plan.

STAFF ANALYSIS

Current Policy:

The purpose of a CSP is to provide a comprehensive and coordinated approach to the design of signage that exhibits superior quality and effective messaging. In recognition of the benefits of cohesive and comprehensive sign design, modifications to the signage regulations as established in the city of Goodyear Zoning Ordinance may be appropriate within a CSP.

A CSP in compliance with the regulations provided in Article 7, Sign Regulations, of the Zoning Ordinance may be approved by the Zoning Administrator after review and approval by the Development Review Committee. A CSP that proposes modifications to the regulations provided in Article 7 shall be reviewed by the Planning and Zoning Commission and approved by the City Council. The subject request is the latter of the two CSP types described above, and therefore requires Commission review and Council approval.

Details of the Request:

The request is for the approval of a CSP applicable to the 138.9-acre commerce park portion of the Innovation Center PAD, which has been identified as 10 Goodyear. A cohesive materials and color palette with a complementary design theme is intended to provide for a unified park. A brief description of the proposed signage, including any deviations from the city's sign regulations, is provided below:

1. Monument Signs

- The CSP requests a maximum of 2 “primary” project monument signs on the 1 primary project entrance drive
 - o City sign regulations allow 1 monument sign at each driveway onto a public street
 - o Requested number is double the regulation allowance
- The 2 “primary” project monument signs are 40 feet high with a sign copy area of 97.4 sq. ft.
 - o City sign regulations allow a maximum height of 12 feet and a maximum copy area of 48 sq. ft.
 - o Requested height is over 3 times as high, and the requested copy area is twice the regulation allowance

- The CSP requests a maximum of 9 “secondary” project monument signs on a total of 5 secondary project entrance drives (2 each on 4 drives, 1 on the 5th)
 - o City sign regulations allow 1 monument sign at each driveway onto a public street
 - o Requested number is almost double the regulation allowance
- The 9 “secondary” project monument signs are 8 feet high with a sign copy area of 48 sq. ft.
 - o Requested height and sign copy area are within sign regulation allowances

2. Tenant Monument Signs (identified in city sign regulations as directory signs)

- The CSP requests a maximum of 18 “tenant” monument signs at internal driveways and intersections within the 5-building commerce park
 - o City sign regulations allow 1 directory sign at each multi-tenant building onsite
 - o Requested number is almost 4 times the regulation allowance
- The 18 “tenant” monument signs are 6 feet high with a sign copy area of 48 sq. ft.
 - o City sign regulations allow a maximum height of 6 feet with a sign copy area of 18 sq. ft.
 - o Requested height is within the regulation allowance; sign copy area is almost triple the regulation allowance

3. Tenant Monument Signs at Frontage Road

- The CSP requests a maximum of 2 “tenant” monument signs adjacent to Buildings A and E along the I-10 frontage road near the primary project entrance
 - o Under the sign regulations in the Goodyear Zoning Ordinance, directory signs are to be located along drive aisles in the interior of the property. These two signs are not located along interior drive aisles, but will be located along the I-10 frontage road. Allowing the signs in the proposed locations is a deviation from the sign regulations in the Goodyear Zoning Ordinance.
- These 2 “tenant” monument signs are 8 feet high with a sign copy area of 48 sq. ft.
 - o City sign regulations allow a maximum height of 6 feet with a sign copy area of 18 sq. ft.
 - o Requested height is 2 feet higher than the regulation allowance; sign copy area is almost triple the regulation allowance

4. Tenant ID Wall Signs

- The CSP requests a maximum of 18 tenant ID wall signs distributed throughout the 5 buildings in the commerce park
 - o City sign regulations allow wall signage for individual tenants in a building
 - o Requested maximum number of signs has been established with no known tenants
- The 18 tenant ID wall signs are 6 feet high
 - o City sign regulations establish maximum size based on the linear front footage of the building area each tenant is in
 - o Requested height of signs has been established without linear front footage of future tenant units known

5. Building Address Signs

- The CSP requests a minimum of 1 building address sign per building in the commerce park
 - o City sign regulations do not include building address sign criteria for commerce parks
 - o The Fire Code establishes building address sign criteria for commerce parks for aiding in emergency services
- The building address signs are 4 feet high x 15 feet wide with a sign copy area of 60 sq. ft.
 - o City sign regulations do not include building address sign criteria for commerce parks
 - o The Fire Code establishes building address sign criteria for commerce parks for aiding in emergency services

6. Vehicle Directional Signs

- The CSP requests 1 vehicle directional sign at each driveway onto a public street and at major internal intersections within the commerce park
 - o City sign regulations allow 1 vehicle directional sign at each driveway onto a public street and at major internal intersections
 - o Requested number is per city sign regulation allowance
- The vehicle directional signs are 6 feet 6 inches high x 3 feet wide with a sign copy area of 11 sq. ft.
 - o City sign regulations allow a maximum height of 3 feet with a sign copy area of 6 sq. ft.
 - o Requested height is double the regulation allowance; sign copy area is almost double the regulation allowance

Evaluation Criteria:

Article 7-10, Special Sign Areas, of the Zoning Ordinance establishes the criteria for the evaluation of a CSP. The criteria and accompanying staff analysis (*italics*) are provided below:

- Size and Height: The comprehensive sign package shall demonstrate that all proposed signage is no larger than necessary for sufficient visibility and legibility. Factors to be considered in determining allowed size and height may include, but are not limited to, topography, traffic volumes, traffic speeds, visibility ranges, copy size and impact on adjacent property.

The commerce park for which the CSP has been created will be developed at the southwest corner of the I-10 and the Loop 303, and as such, the primary entry into the commerce park is located along the one-way I-10 frontage road, the western portion of which is approximately 35 feet below the I-10 and not visible from the west bound I-10. Therefore, the CSP proposes two, 40-foot high x 10-foot wide primary monuments signs at the I-10 frontage road entrance. In addition, the proposed sign copy area on the primary monument signs is 97 sq. ft.; double the 48 sq. ft. allowed by the city sign regulations. The secondary monument signs located at the other five entrances into the commerce park are 8 feet high x 20 feet wide. City sign regulations allow monument signs to be 12 feet high, with no established width. Given the depressed grade of the commerce park site in relation to the elevated I-10 and the elevated SR 303, staff finds the height, width, and sign copy area of all proposed commerce park monument signs to be appropriate and supportable. Other proposed signage, i.e., tenant ID wall signs, and building wall address signs, that exceed the sizes allowed by the city sign regulations have been stipulated to adhere to Zoning Ordinance Article 7-8-C-4 and to Section 505.1 of the City of Goodyear Fire code amendments, as applicable.

Staff realizes that the two primary monument signs are over three times the code-allowed height, however, due to the primary entry into the commerce park being located along the one-way I-10 frontage road, the western portion of which is approximately 35 feet below the I-10, and not visible from the west bound I-10, staff finds the height to be appropriate and supportable. Also, due to the significant size of the commerce park (138.9 acres) and intensity of the approved development (2,213,000 sq. ft.), it is likely that a significant number of customer and tenant vehicles will be accessing the 5-building commerce park, many of which will likely be coming from outside of the immediate area. As such, staff finds the total number of monument signs, and the location of all monument signs, to also be appropriate and supportable.

- Location and Orientation: Signs should be located and oriented to allow sufficient visibility

and legibility for pedestrian and vehicle traffic. Factors that may be considered in reviewing the appropriateness of the sign location and orientation may include, but are not limited to, location relative to the surrounding streets and land uses, traffic volumes and access points, visibility angles and topographic features.

The commerce park for which the CSP has been created will be developed at the southwest corner of the I-10 and the Loop 303, and therefore, the majority of customer and tenant vehicular and truck traffic will be utilizing the I-10 and Loop 303 frontage roads to access the park. As such, the majority of the signage will be located either near or at the frontage roads or at the driveways off the frontage roads. The remainder of the signage is will be located on the interior of the park to assist customers and tenants in wayfinding.

- Surrounding Land Uses: Signs shall not adversely impact adjacent land uses, especially adjacent residential land uses. The comprehensive sign package shall demonstrate the measures that will be taken to ensure the proposed signage will not adversely impact adjacent land uses in terms of lighting, size, location and orientation.

The commerce park for which the CSP has been created will be developed at the southwest corner of the I-10 and the Loop 303, on the north side of an 80-foot wide Roosevelt Irrigation District (RID) canal, south of which is the Cotton Lane RV Park. The majority of the commerce park signage will be located either near or at the frontage roads or at the driveways off the frontage roads, and within the interior of the park, and minimal signage will be located at the project driveway at the southeast corner of the project north of the RID canal. However, to ensure that the Cotton Lane RV Park is not impacted, Staff has recommended a stipulation that any lighted signage is prohibited from facing the residential use to the south. With that stipulation, Staff finds the signage will not adversely affect any adjacent land uses, and is therefore appropriate and supportable.

Staff Findings:

The request meets the evaluation criteria for a CSP as set forth in Article 7, Sign Regulations, of the Zoning Ordinance, subject to the recommended stipulations of approval.

Planning and Zoning Commission Meeting:

At its regular meeting of March 8, 2023, following a presentation by staff, one of the Commissioners voiced their opinion that the 40-foot height of the two primary project monument signs was excessive. The Commissioner stated that because the 35-foot grade difference between the I-10 and the project site was not at the exact location of the primary monuments the 40-foot height was also unnecessary.

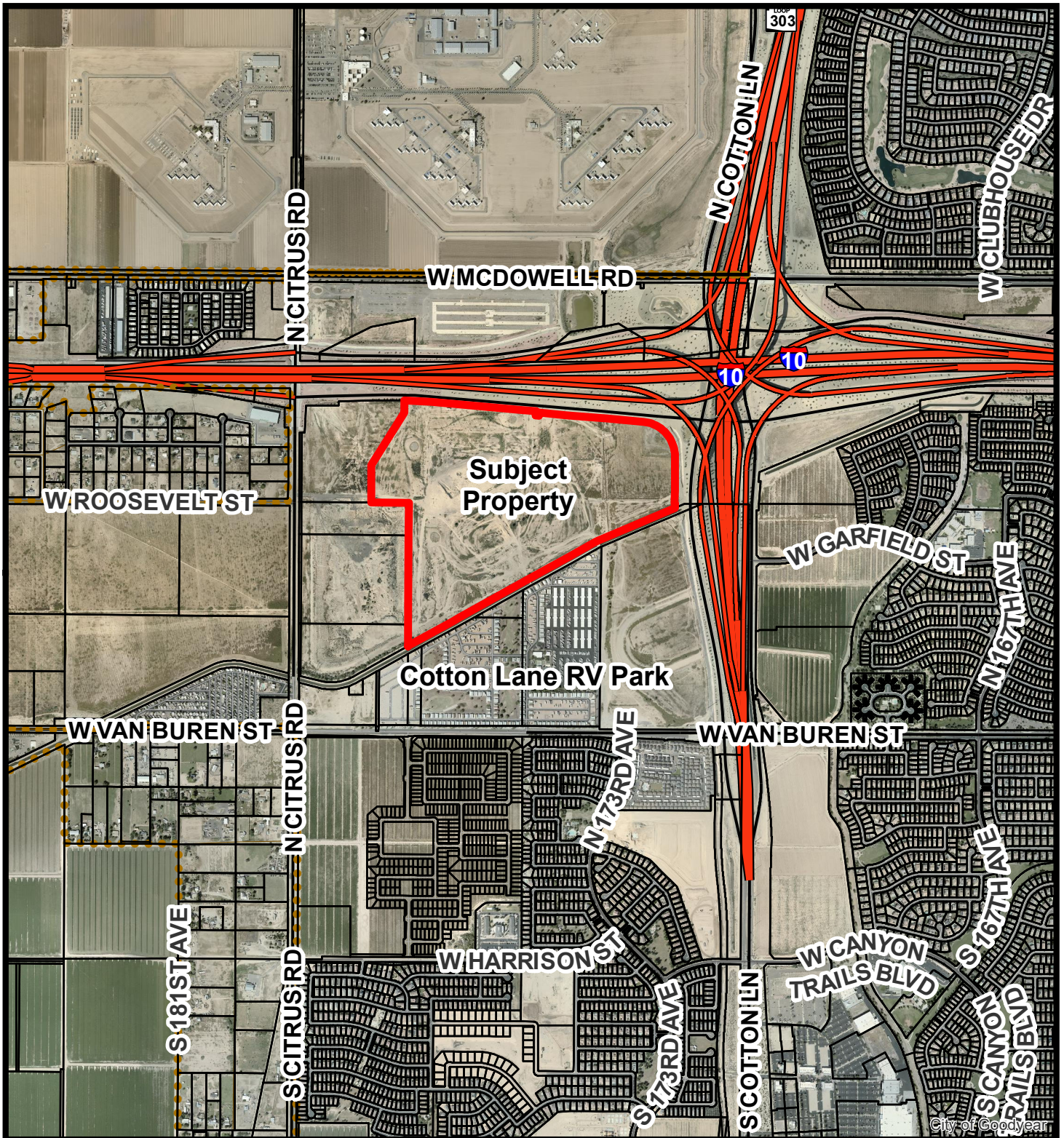
The applicant stated that the 40-foot height was necessary because the I-10 frontage road is one-way, and if the entrance was missed, drivers needing to access the project could be forced to drive a significant distance to get back to the primary project entrance. Staff stated that the 40-foot height was also necessary to provide visibility of the project entrance for west bound I-10 traffic needing to access the project.

Following the additional input, and a discussion by the other Commissioners that they believed the height was appropriate for the location and the project, the Commission voted 4 to 1 to recommend that the City Council approve the 10 Goodyear Comprehensive Sign Package dated February 21, 2023.

Attachments

Aerial Photo
Narrative
CSP
Site Plan with Monuments
Presentation

Aerial Photo
10 Goodyear Comprehensive Sign Package
Case No. 22-630-00002



Drawn By: Karen Craver
City of Goodyear Development Services Department
Date: February 2, 2023



10 Goodyear – Comprehensive Sign Package

Project Narrative

Introduction

10 Goodyear is a PAD zoned property of approximately 138 net acres located at the southwest corner of the I-10 and Loop 303 freeway interchange.

The proposed Comprehensive Sign Package (CSP) describes the criteria for signage at the site; outlined in terms of size, location, quantity, design, illumination, color and materials.

The purpose of this package is to ensure unified signage throughout the development that is complementary to and integrated with the architectural design and character of the buildings.

The sign types include: Primary Project Monument, Secondary Project Monument, Tenant Monument, Tenant ID Wall Sign, Address Sign, Vehicle Directional, Entry Door Graphics and Campus Sign

Primary Project Monument

The Primary Project Monuments occur as a flanking pair on either side of the main driveway entrance to 10 Goodyear. They are intended to identify the site to drivers and provide confirmation that this is the primary entrance.

The proposed size of the monuments exceeds the current city criteria (see CSP sheet 0.1). The primary entrance is located on the North frontage of the property and given that this frontage is just over half a mile long, the monuments need to be larger than typical to be visible. The primary entrance is one of three entrances on the North frontage, so it is necessary for the Primary Monuments to be large enough to make an impact to distinguish the entrance from the two secondary ones.

The pairing of the Primary Monuments on either side of the driveway creates a welcoming feeling as well as the practicality of being visible from both approaching directions. They are also complementary to the scale of the site; smaller monuments would not fit the character of the large property and the vast open space along Interstate 10 Frontage Road.

Secondary Project Monument

The Secondary Project Monuments occur as pairs at all of the secondary entrances, plus one single monument leading from Roosevelt St. into the 10 Goodyear property. The pairing of the monuments creates that feeling of welcome and visibility from both approaches, similar to the Primary Project Monuments, but the design of the Secondary Project Monuments is noticeably different so that the two entrance types do not get confused. The Secondary Project Monuments do not exceed the city sign criteria.

The design of the Secondary Project Monuments includes the same stone base and copy as the Primary Project Monuments to create cohesion between sign types.

Tenant Monument

The purpose of the Tenant Monuments is to identify each building and its tenant(s). They are located at public driveways and public intersections, with the intention to be visible to drivers from all approach points to each building. The Tenant Monuments will confirm for drivers that they are at the correct building and that the tenant they are seeking is at that address.

The design of the Tenant Monuments is simple so as to not compete with any tenant names, and the colors and materials are cohesive with the other signs in the package.

Please note that two of the Tenant Monuments (Sign Type 4A) are proposed adjacent to Buildings A and E at the Site entrance along the Interstate 10 Freeway frontage road. We are requesting these signs be permitted at their proposed locations with a maximum sign copy area of 48 square feet. Though these Tenant Monuments exceed the city's size requirements, they are necessary to ensure adequate visibility. Buildings A and E are accessed from a one-way only frontage road along the I-10 Freeway which creates a unique condition for the Site. If the signage along the frontage road is not easily visible, visitors are likely to miss the entrance forcing them to go approximately 2 miles out of the way to get back to the entrance. Again, permitting these Tenant Monuments is necessary to avoid confusion for visitors of the Site. Further, permitting these signs will not set a precedent for other projects in Goodyear as primary access from a one-way frontage road is exclusive to this project.

These Sign Type 4A Tenant Monuments will tie in the design, colors, and materials used in the CSP. Utilizing these thematic elements will create a complementary, cohesive design and sense of place throughout the Site.

Tenant ID Wall Sign

The Tenant Wall ID Signs are intended to identify the occupant(s) in each building at 10 Goodyear. They will work in tandem with the Tenant Monuments to confirm to drivers that the business they seek is located in the building.

The sign sizes follow what is described in the city criteria. The tenants may choose to use project colors or may use their brand colors (subject to landlord and/or city approval).

Address Sign

The Address Signs identify the street address/building number for each of the buildings in the development, matching the Tenant Monument address/building number. All buildings will have at least (1) address sign, Building C will have a minimum of (2) due to its the large size.

The Address Signs will be placed on the most visible elevation of each building, i.e. the elevation a driver would approach from the Primary Entrance.

The Address Signs will be in a project color that contrasts with the part of the building on which it is placed for maximum legibility.

Vehicle Directional

The Vehicle Directionals assist drivers in navigating their way around 10 Goodyear and are located at entry driveways and major intersections. The colors and materials used are cohesive with other sign types in the CSP.

The size of the signs exceeds the city criteria for Directionals, but we feel the proposed size is necessary for visibility since many of the visitors to the site will be truck drivers who are at a higher vantage point than car drivers.

Entry Door Graphics

The Entry Door Graphics identify the building entrance door of tenant(s) within a building as well as provide accessibility and safety information. The Graphics will confirm for visitors that they are at the correct door, especially in cases where a building has multiple tenants.

Campus Sign

This sign was an addition requested by the Fire Dept. of the City of Goodyear after the Pre-Application Review. It was recommended that a sign should be posted at each entry driveway that showed an outline of the buildings and drive aisles to assist Fire or other emergency services to navigate the property. The colors and materials for this sign are within what is outlined for the property.

SIGN PROGRAM FOR

10 GOODYEAR

GOODYEAR IND 10 & 303, LLC
527 WEST 7TH STREET, STE 200
LOS ANGELES, CA 90014
CONTACT: PHIL PRASSAS
(213) 631-2357

PROGRAM DESIGNER:
JB3D
731 N. MAIN STREET
ORANGE, CA 92868
CONTACT: HELEN BECERRA
(714) 204-0077
(714) 744-8061 fax

ADDRESSES: Bldg A TBD
 Bldg B TBD
 Bldg C TBD
 Bldg E TBD
 Bldg F TBD
 Goodyear, AZ 85338

ZONING: PAD Planned Area Development

PLANNING AREA: APN: TBD

BUILDING STORIES: Varies

LAND USE: Industrial/Distribution/Warehouse



February 21, 2023

10 GOODYEAR
SIGN PROGRAM
CSP # 22-63000002

SHEET N°.	DESCRIPTION
0.1 - 0.2	Signage Overview
0.4 - 0.9	Site Plan
2.0 - 2.1	Primary Project Monument
3.0	Secondary Project Monument
4.0	Tenant Monument
4A.0 - 4A.1	Tenant Monument at Frontage Road
5.0	Tenant ID Wall Sign
6.0 - 6.1	Address Sign
8.0	Vehicle Directional
17.0 - 17.1	Entry Door Graphics
19.0	Campus Sign

SIGNAGE OVERVIEW

SIGN TYPE	SIGN-SPECIFIC PG.	DESCRIPTION	SIGN LOCATION	MAX. QTY PER CITY CODE	MAX. QTY PROPOSED	MAX. HEIGHT PER CITY CODE	MAX. HEIGHT PROPOSED	MAX. WIDTH PER CITY CODE	MAX. WIDTH	MAX. AREA PER CITY CODE	MAX. AREA PROPOSED	PERMIT REQUIRED	LOGOS ALLOWED	ILLUMINATION PERMITTED
2	2.0	Primary Project Monument	Ground	1 per public driveway & public intersection	2 on the Primary Entry Drive	12'-0"	40'-0"	Not specified	10'-0"	48 SQ FT (sign copy area)	97.4 SQ FT (sign copy area)	Yes	Yes*	Yes
3	3.0	Secondary Project Monument	Ground	1 per public driveway & public intersection	9 signs between 5 Secondary Entries†	12'-0"	8'-0"	Not specified	20'-0"	48 SQ FT (sign copy area)	48 SQ FT (sign copy area)	Yes	Yes*	Yes
4	4.0	Tenant Monument	Ground	1 per public driveway & public intersection	18 signs at internal driveways & intersections	12'-0"	6'-0"	Not specified	12'-0"	48 SQ FT (sign copy area)	48 SQ FT (sign copy area)	Yes	Yes	Yes
4A	4A.0	Tenant Monument at Frontage Road	Ground	1 per public driveway & public intersection	2 signs along Freeway Frontage Road	12'-0"	8'-0"	Not specified	12'-0"	48 SQ FT (sign copy area)	48 SQ FT (sign copy area)	Yes	Yes	Yes
5	5.0	Tenant ID Wall Sign	Building Wall	Not specified	Bldgs A, C, E: 5 Bldg B: 7 Bldg F: 6	Not specified	6'-0"	80% bldg width	Varies**	Primary Elev: 1 sq.ft. per linear ft. frontage. All Other Elev: 1/2 sq.ft. per linear ft. frontage	Primary Elev: 1 sq.ft. per linear ft. frontage. All Other Elev: 1/2 sq.ft. per linear ft. frontage	Yes	Yes	Yes
6	6.0	Address Sign	Building Wall	Not specified	Min. 1 per Bldg	Not specified	4'-0"	Not specified	15'-0"	Not specified	60 SQ FT	No	No	No
8	8.0	Vehicle Directional	Ground	1 per public driveway & major intersections	1 per public driveway & major internal intersections	3'-0"	6'-6"	Not specified	3'-0"	6 sq.ft. (sign copy area)	11 sq.ft. (sign copy area)	No	Yes*	No
17	17.0	Entry Door Graphics	Ground	Not specified	1 per entry	Not specified	Varies	Not specified	Varies	Not specified	Varies	No	Yes	No
19	19.0	Campus Sign	Ground	Not specified	5	Not specified	3'-6"	Not specified	2'-0"	Not specified	7 SQ FT	No	Yes*	No

*Project logo allowed

**See Sheet 5.0 for details

†See Site Plan for locations

February 21, 2023

SHEET 0.1

10 GOODYEAR
SIGN PROGRAM
CSP # 22-63000002

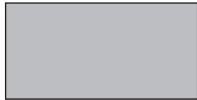
PROJECT COLOR & MATERIALS



PPG 1001-1 DELICATE WHITE



PPG 1001-4 FLAGSTONE



PPG 1001-5 DOVER GRAY



PPG 1001-6 KNIGHTS ARMOR



MATTHEWS PAINT BLACK



EL DORADO STONE



BRUSHED GRAPHITE ALUMINUM COMPOSITE



MATTHEWS PAINT BRUSHED ALUMINUM



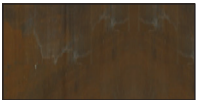
WHITE VINYL



GRAY VINYL



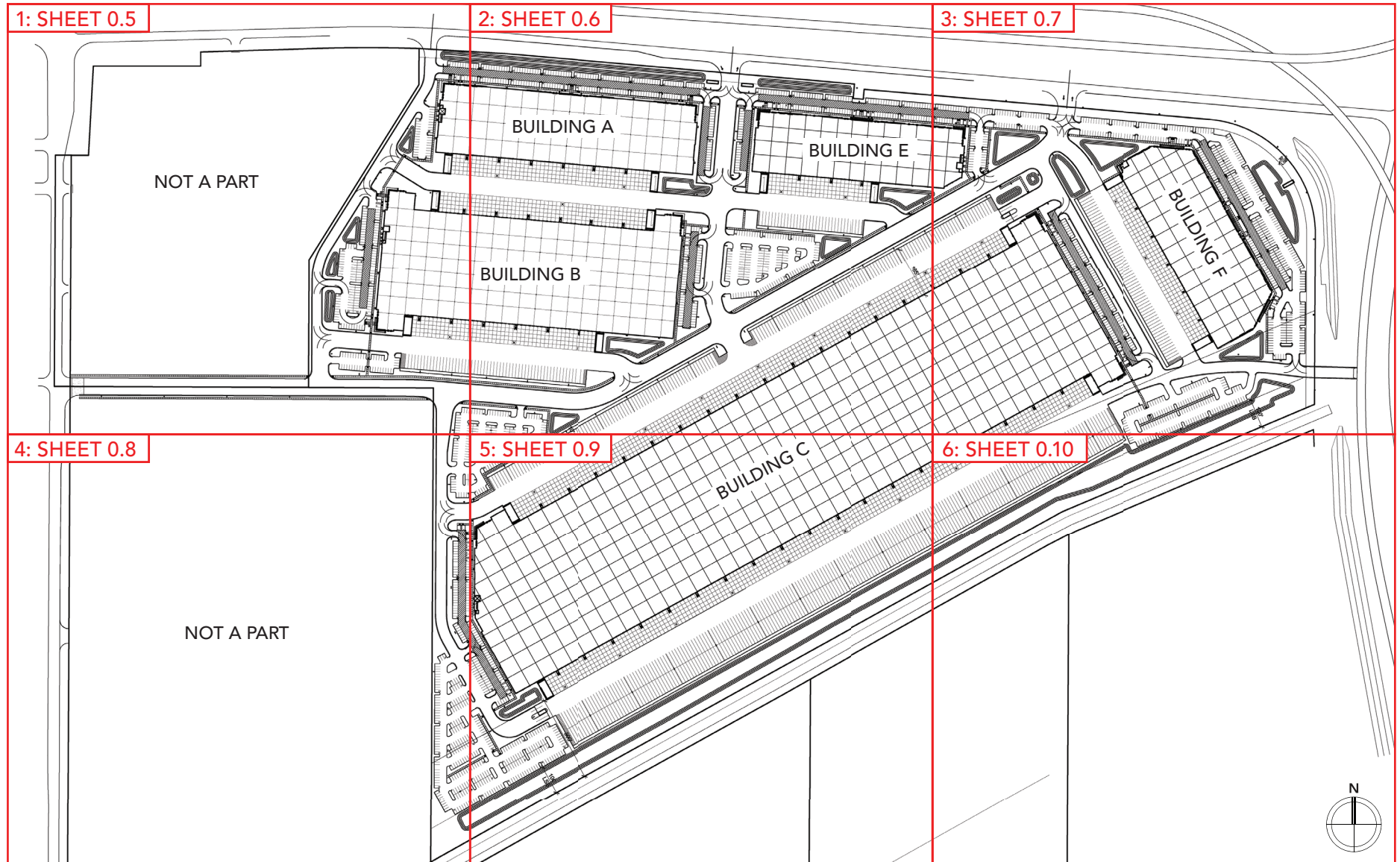
ACRYLIC - WHITE, BLACK, OR DAY/NIGHT



CORTEN STEEL

SITE PLAN

Overview



OVERALL SITE PLAN

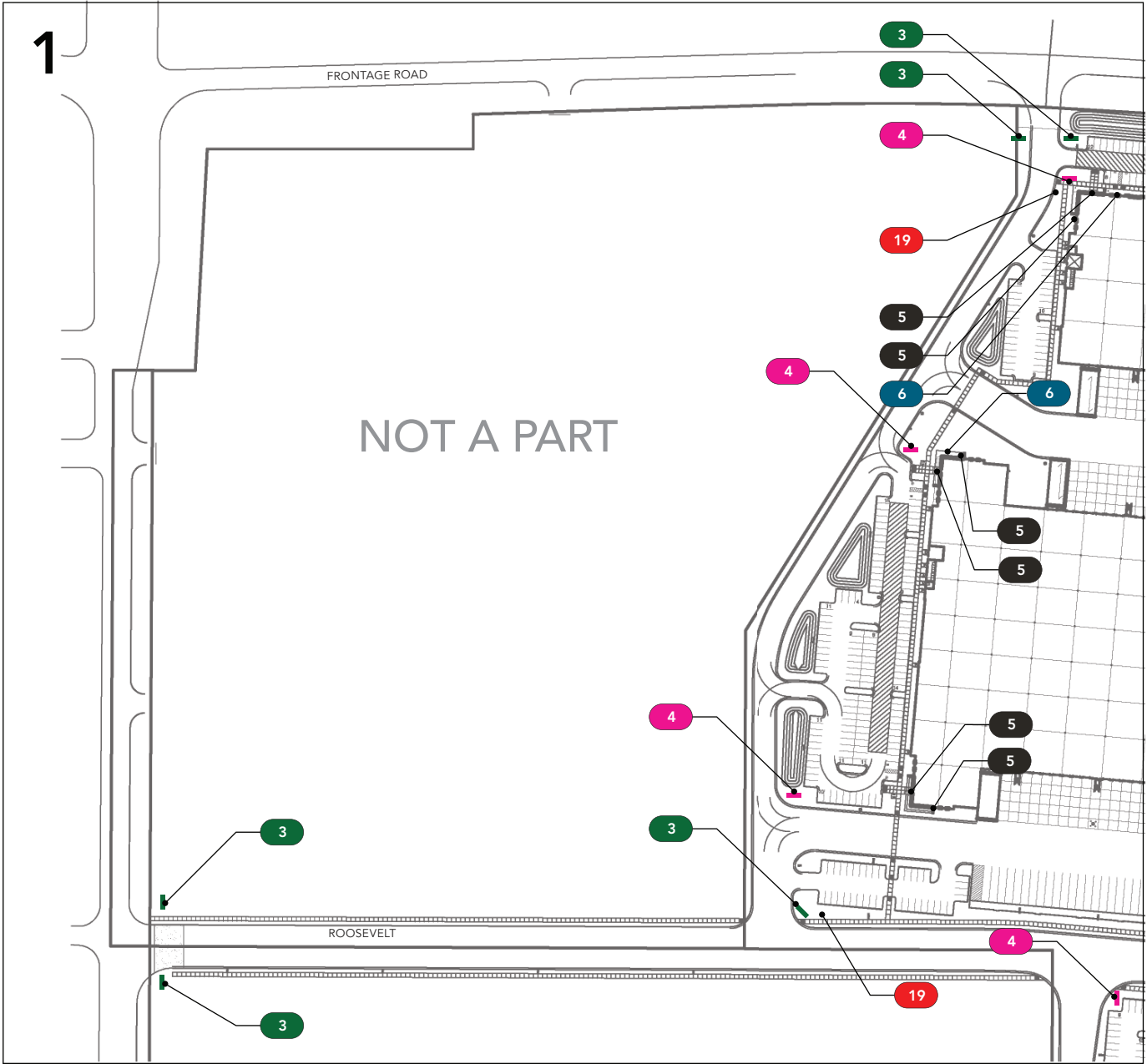
SCALE: 1" = 500'

February 21, 2023

SHEET 0.4

10 GOODYEAR
SIGN PROGRAM
CSP # 22-63000002

SITE PLAN
SECTION 1



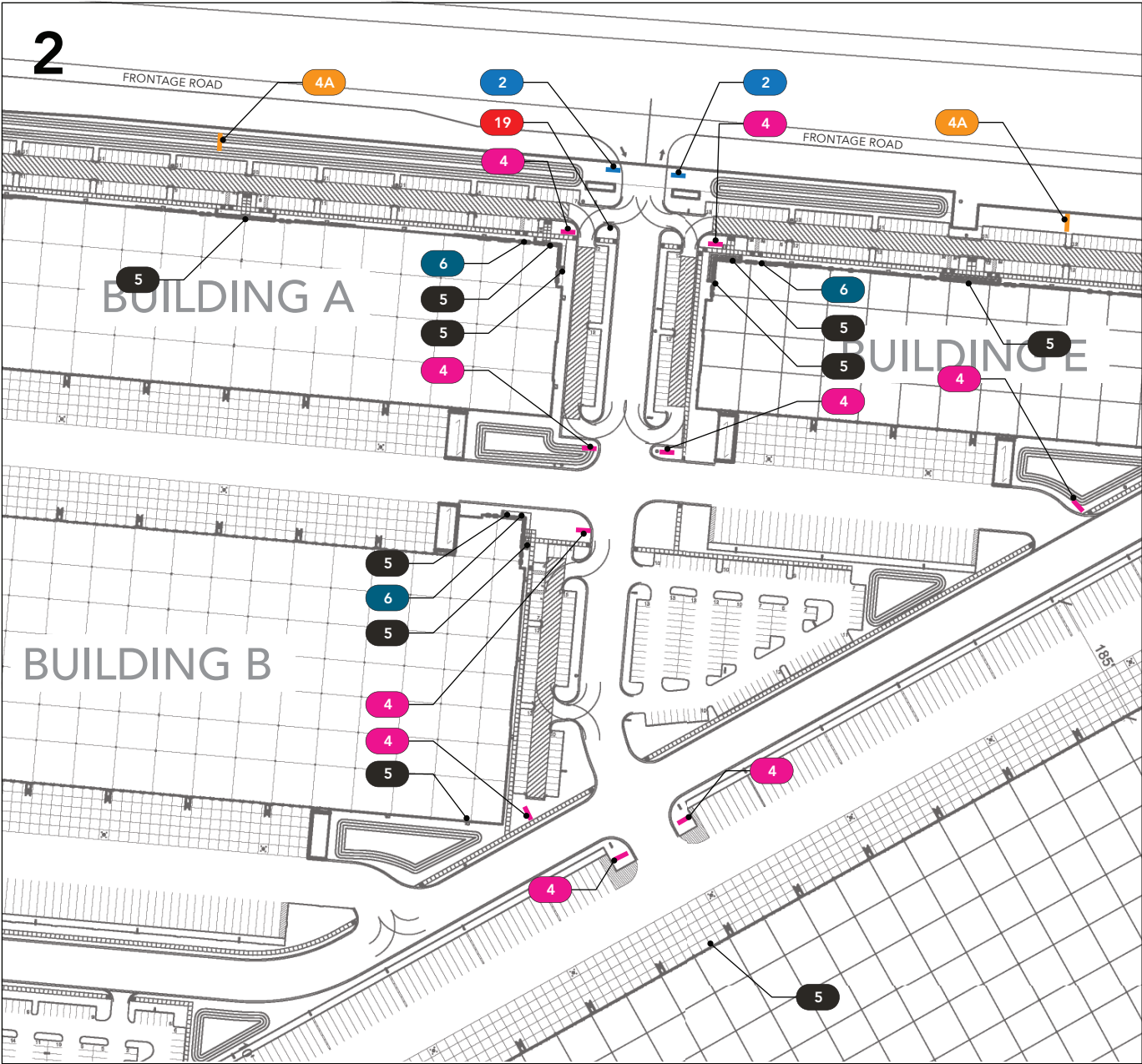
LEGEND

- 2 Primary Project Monument
- 3 Secondary Project Monument
- 4 Tenant Monument
- 4A Tenant Monument at Frontage Road
- 5 Tenant Wall Sign
- 6 Address Sign
- 8 Vehicle Directional*
- 17 Entry Door Graphics*
- 19 Campus Sign

*LOCATIONS AS REQUIRED

SITE PLAN - SECTION 1
SCALE: 1"= 225'

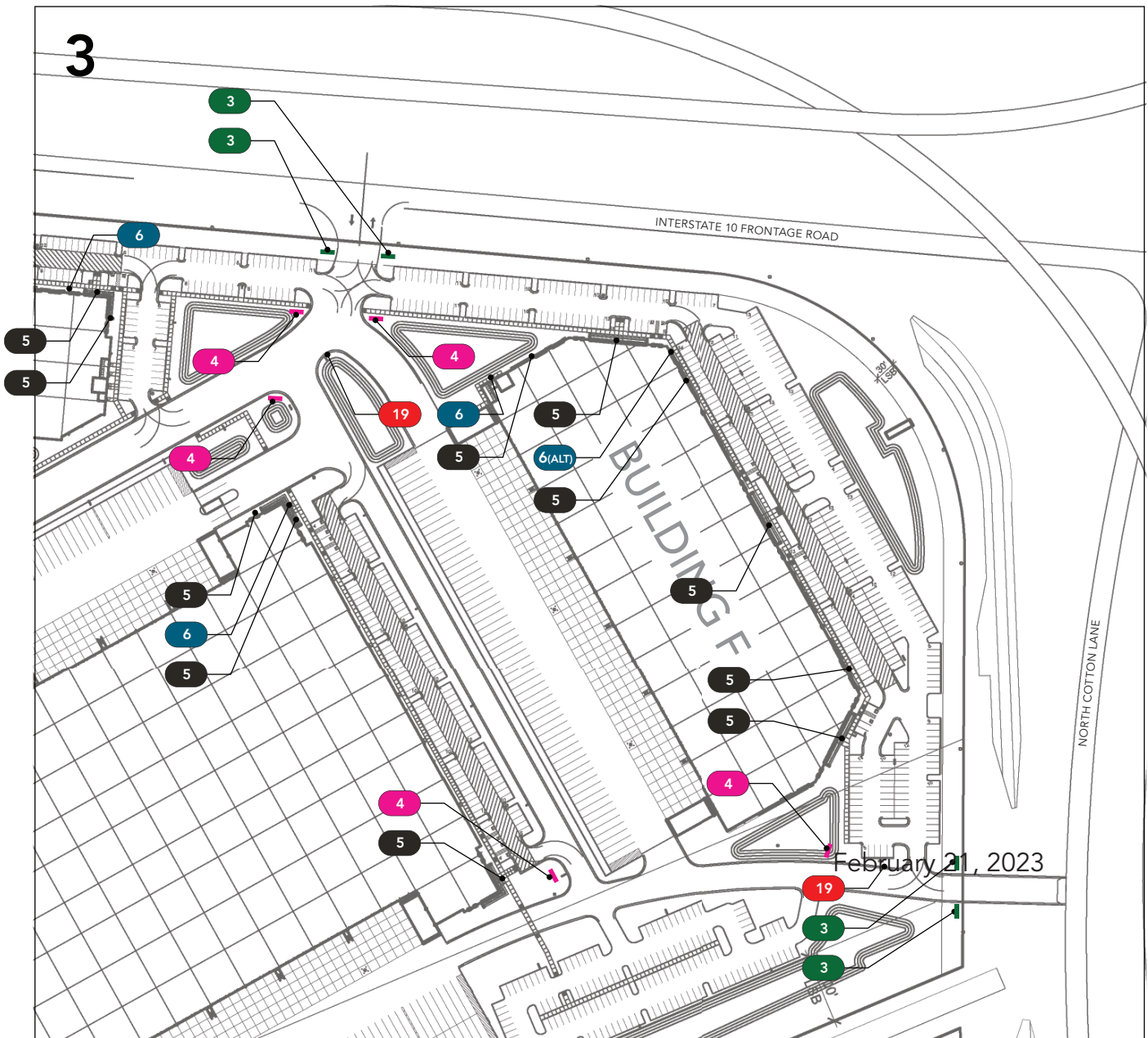
SITE PLAN
SECTION 2



LEGEND

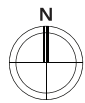
- 2 Primary Project Monument
 - 3 Secondary Project Monument
 - 4 Tenant Monument
 - 4A Tenant Monument at Frontage Road
 - 5 Tenant Wall Sign
 - 6 Address Sign
 - 8 Vehicle Directional*
 - 17 Entry Door Graphics*
 - 19 Campus Sign
- *LOCATIONS AS REQUIRED

SITE PLAN
SECTION 3



LEGEND

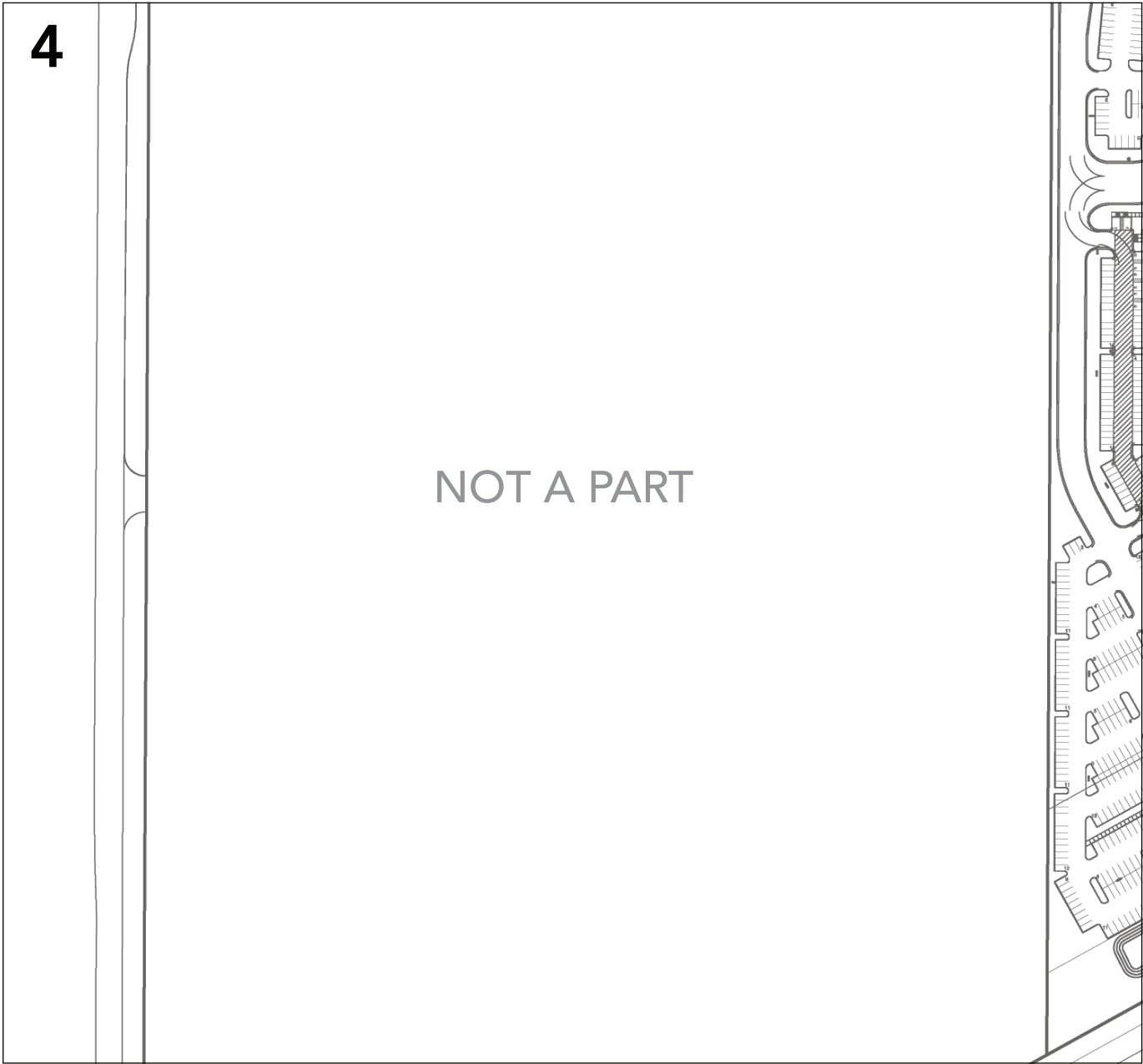
- 2 Primary Project Monument
 - 3 Secondary Project Monument
 - 4 Tenant Monument
 - 4A Tenant Monument at Frontage Road
 - 5 Tenant Wall Sign
 - 6 Address Sign
 - 8 Vehicle Directional*
 - 17 Entry Door Graphics*
 - 19 Campus Sign
- *LOCATIONS AS REQUIRED



SHEET 0.7

10 GOODYEAR
SIGN PROGRAM
CSP # 22-63000002

SITE PLAN
SECTION 4



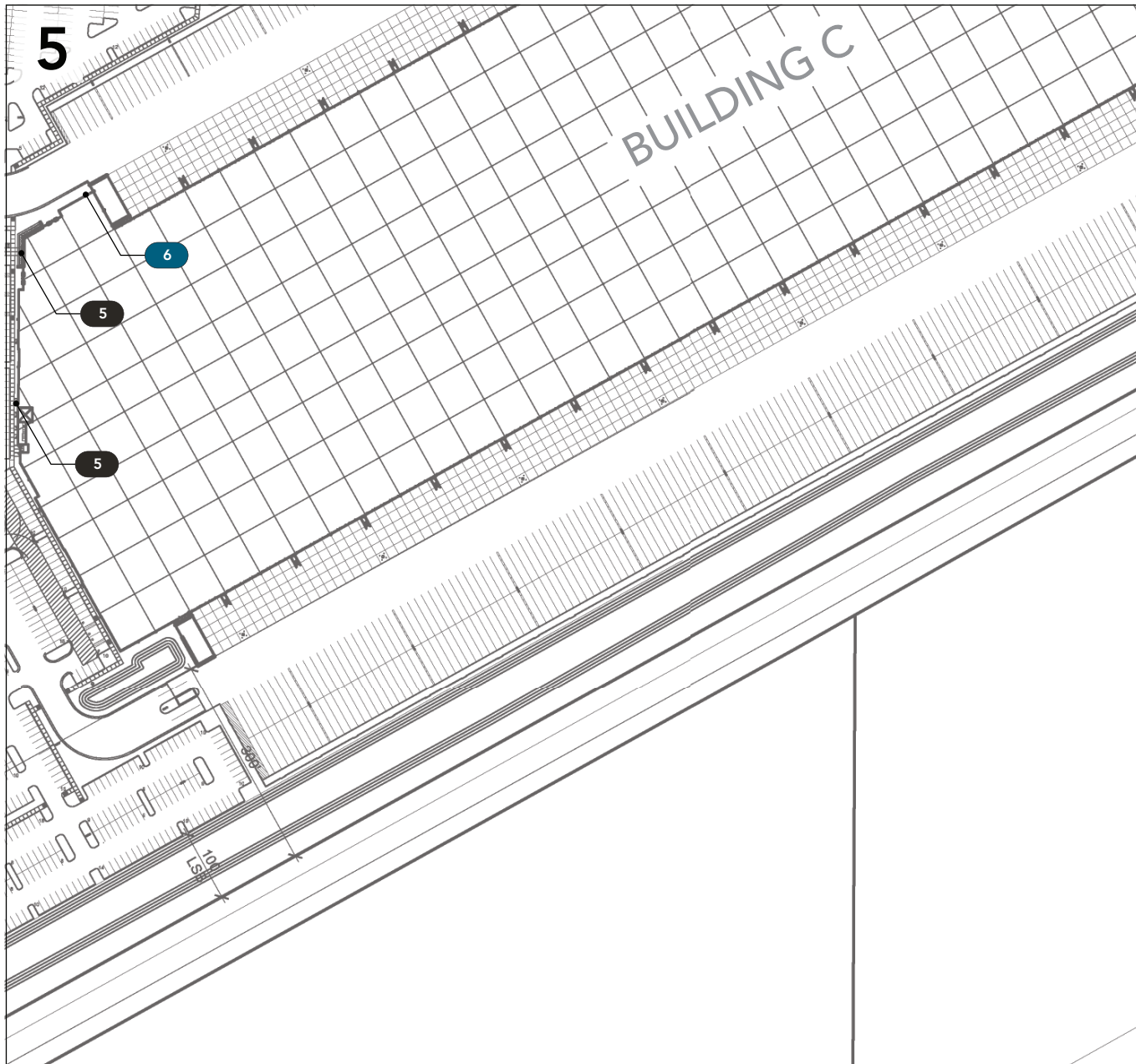
LEGEND

- 2 Primary Project Monument
- 3 Secondary Project Monument
- 4 Tenant Monument
- 4A Tenant Monument at Frontage Road
- 5 Tenant Wall Sign
- 6 Address Sign
- 8 Vehicle Directional*
- 17 Entry Door Graphics*
- 19 Campus Sign

*LOCATIONS AS REQUIRED

SITE PLAN

SECTION 5



LEGEND

- 2 Primary Project Monument
- 3 Secondary Project Monument
- 4 Tenant Monument
- 4A Tenant Monument at Frontage Road
- 5 Tenant Wall Sign
- 6 Address Sign
- 8 Vehicle Directional*
- 17 Entry Door Graphics*
- 19 Campus Sign

*LOCATIONS AS REQUIRED

February 21, 2023

SITE PLAN - SECTION 5

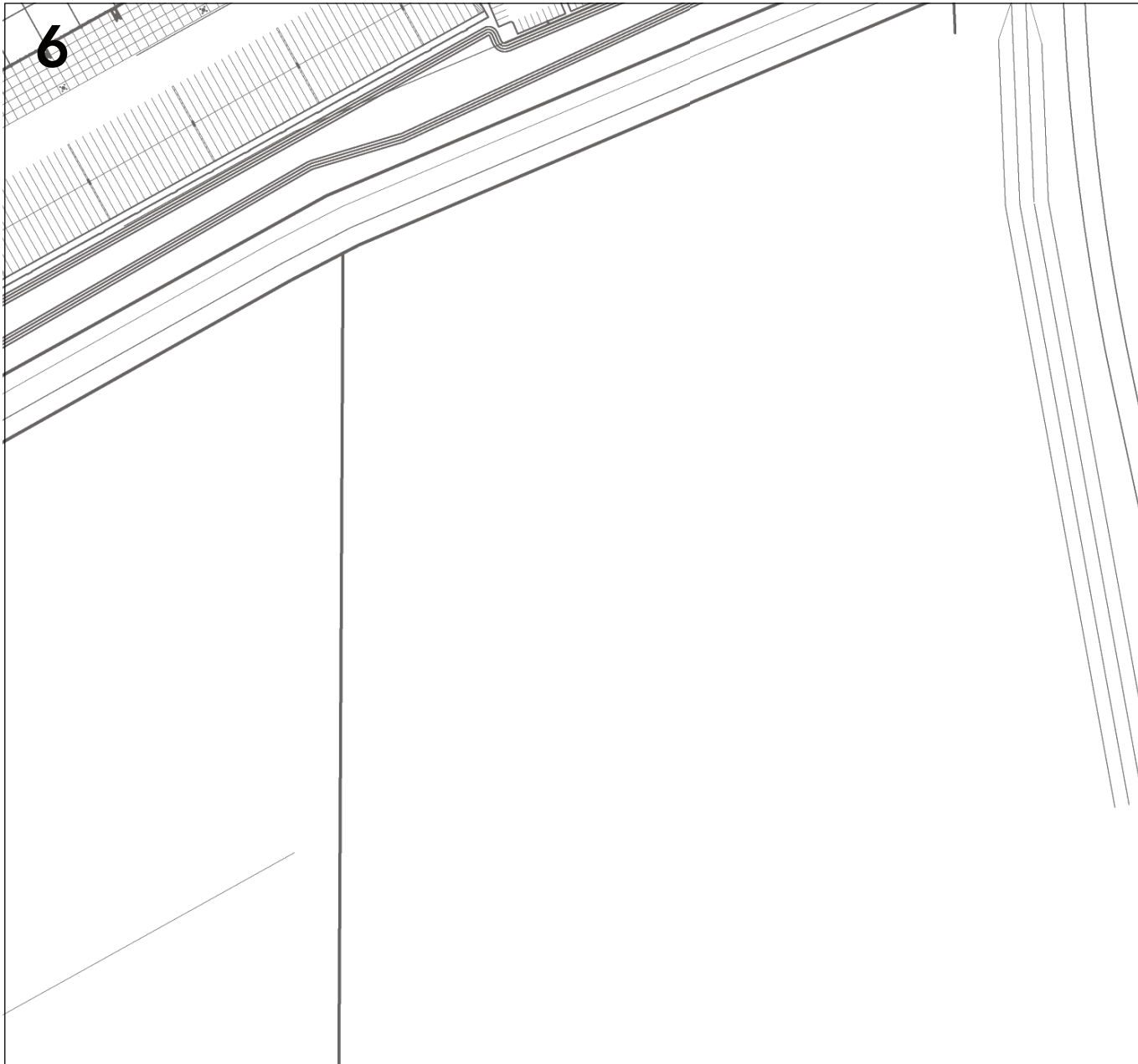
SCALE: 1"= 225'

SHEET 0.9

10 GOODYEAR
SIGN PROGRAM
CSP # 22-63000002

SITE PLAN

SECTION 6



LEGEND

- 2 Primary Project Monument
- 3 Secondary Project Monument
- 4 Tenant Monument
- 4A Tenant Monument at Frontage Road
- 5 Tenant Wall Sign
- 6 Address Sign
- 8 Vehicle Directional*
- 17 Entry Door Graphics*
- 19 Campus Sign

*LOCATIONS AS REQUIRED

SHEET 0.10

10 GOODYEAR
SIGN PROGRAM
CSP # 22-63000002

SITE PLAN - SECTION 6

SCALE: 1"= 225'

February 21, 2023

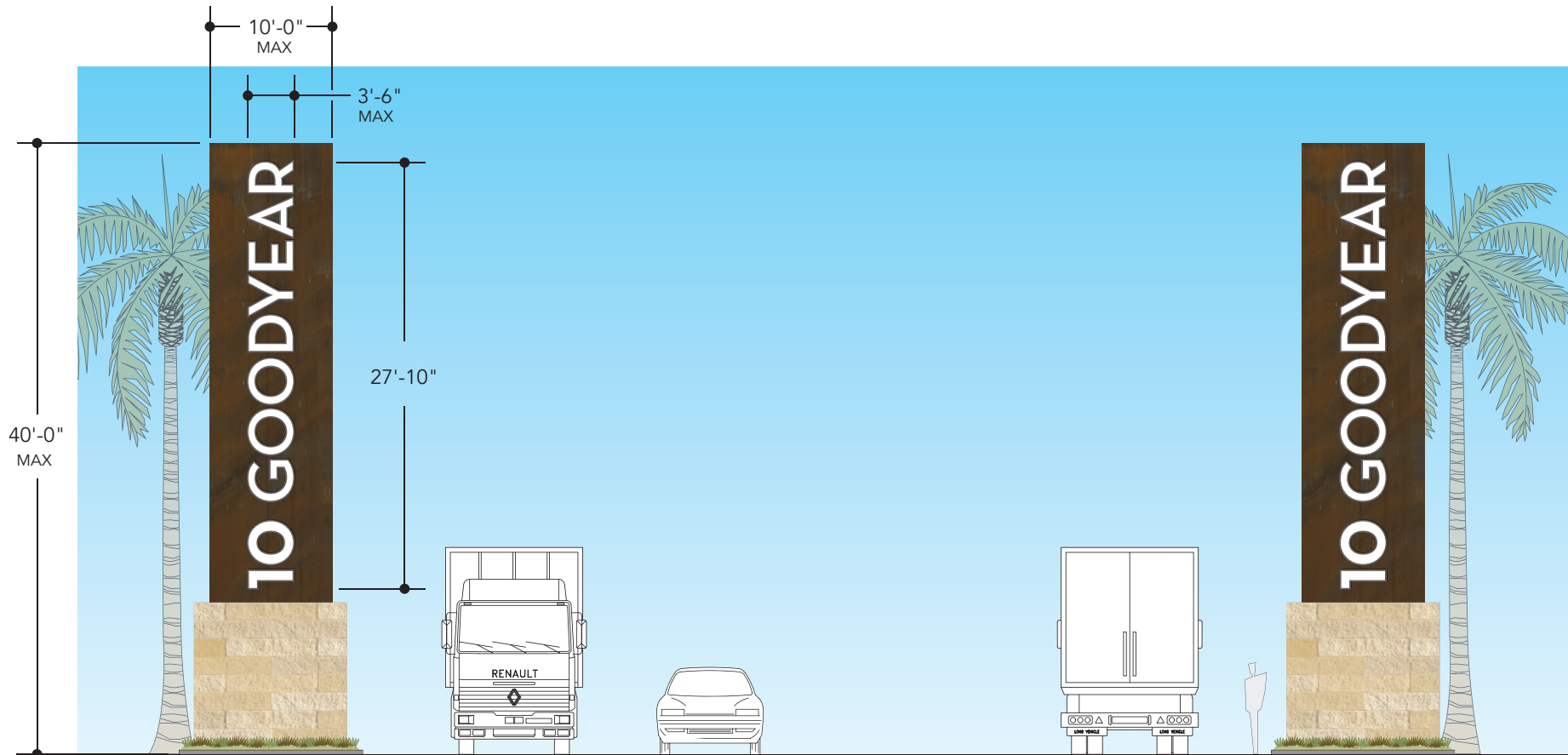
SIGN TYPE 2

Primary Project Monument Specifications

Purpose:	To identify the name of the Project at the primary entrance.
Maximum Number:	Two.
Location:	At the North entrance to the Project on Interstate 10 Frontage Road. Not within vehicular sight distance zones.
Sign Copy:	Project Name and/or Project Logo.
Max. Structure Size:	40'-0" high 8'-0" wide
Max. Sign Letter Size:	3'-6" high
Max. Sign Copy Area:	97.4 sq.ft.
Max. Overall Sign Area:	400 sq.ft.
Sign Construction/Material:	Smooth, durable, non-weathering sign; with lettering incised in the panel or fabricated from nonferrous metals.
Illumination:	Concealed, external, low-profile, floodlighting; or internally illuminated in a manner that lights only the sign copy. Lighting shall be designed so as not to cause glare to motorists. Exposed neon and exposed raceways are prohibited.
Logo:	Yes, permitted as part of the project sign.
Color:	Sign copy color should contrast with background color. <i>See construction documents for exact finish details.</i>

SIGN TYPE 2

Primary Project Monument
Elevation



ELEVATION VIEW

SCALE: 3/32" = 1'

*EXAMPLE ONLY
Only adjustments determined
as minor by staff may be made
with final design.

PAGE 2.1

10 GOODYEAR
SIGN PROGRAM
CSP # 22-63000002

February 21, 2023

Purpose:	To identify the name of the Project at the secondary entrances.
Maximum Number:	Nine.
Location:	At the NorthWest secondary entrance on Interstate 10 Frontage Road. At the entrance from Citrus Rd onto W Roosevelt St. At the West edge of the Project at the East end of W Roosevelt St. At the NorthEast secondary entrance on Interstate 10 Frontage Road. Not within vehicular sight distance zones.
Sign Copy:	Project Name and Project Logo.
Max Sign Structure Size:	8'-0" high 20'-0" wide
Maximum Letter Size:	3'-0" high (maximum sign copy area = 48 sqft.)
Sign Construction/Material:	Smooth, durable, non-weathering sign; with lettering incised in the panel or fabricated from nonferrous metals.
Illumination:	Concealed, external, low-profile, floodlighting; or internally illuminated in a manner that lights only the sign copy. Lighting shall be designed so as not to cause glare to motorists. Exposed neon and exposed raceways are prohibited.
Logo:	Yes, permitted as part of the project sign.
Color:	Sign copy color should contrast with background color. <i>See construction documents for exact finish details.</i>

SIGN TYPE 3

Secondary Project Monument

Elevation and Specifications



ELEVATION VIEW
SCALE: 1/4" = 1'

***EXAMPLE ONLY**
Final design may be adjusted to fit in max sizes noted. Only adjustments determined as minor by staff may be made with final design.

Purpose: To identify the name of a building and its tenants.

Maximum Number: 18.

Location: Along street frontage and within Project at intersections between buildings.
Perpendicular to the street.

Sign Copy: Two (2) tenant names (per sign). One tenant may use both name slots either in the case of single tenant building occupancy or as dictated by the Owner.
Tenant name and/or logo.
Project Name and/or address permitted.

Max Sign Structure Size: 6'-0" high
12'-0" wide

Maximum Letter Size: 24" high

Maximum Sign Copy Area: 48 sq.ft.

Sign Construction/Material: Smooth, durable, non-weathering sign; with lettering incised in the panel or fabricated from nonferrous metals.

Illumination: Concealed, external, low-profile, floodlighting; or internally illuminated in a manner that lights only the sign copy.
Illumination of sign background is prohibited.
Lighting shall be designed so as not to cause glare to motorists.
Exposed neon and exposed raceways are prohibited.

Logo: Permitted, must be part of tenant's name.
Logo may be used in addition to or lieu of tenant name.

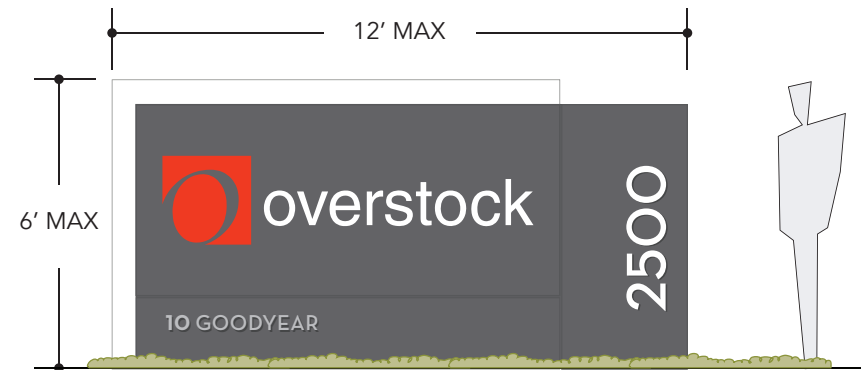
Color: Tenant logo/trademark colors permitted. Sign copy color should contrast with background color when possible (tenant's brand colors permitted to take precedence over having contrasting colors).

See construction documents for exact finish details.

SIGN TYPE 4

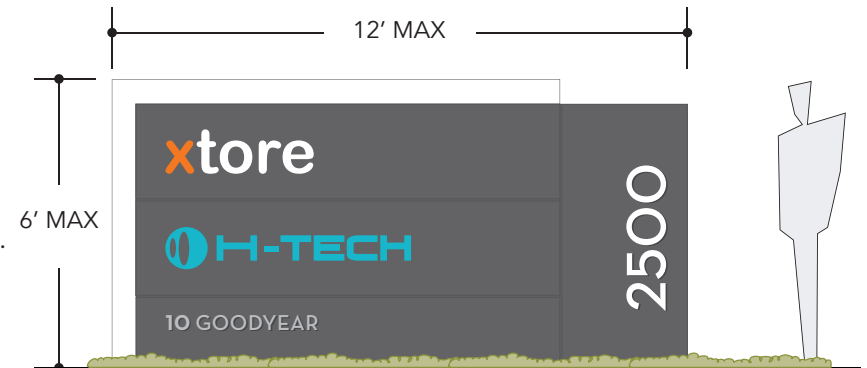
Tenant Monument

Elevation and Specifications



ELEVATION VIEW - SINGLE TENANT LAYOUT TYP.

SCALE: 1/4" = 1'



ELEVATION VIEW - TWO TENANT LAYOUT TYP.

SCALE: 1/4" = 1'

*EXAMPLE ONLY

Final design may be adjusted to fit in max sizes noted. All tenant names shown are for position only. Only adjustments determined as minor by staff may be made with final design.

PAGE 4.0

10 GOODYEAR
SIGN PROGRAM
CSP # 22-63000002

Purpose:	To identify the name of a building and its tenants.
Maximum Number:	2.
Location:	Along Freeway Frontage Road. Perpendicular to the street.
Sign Copy:	Two (2) tenant names (per sign). One tenant may use both name slots either in the case of single tenant building occupancy or as dictated by the Owner. Tenant name and/or logo. Project Name and/or address permitted.
Max Sign Structure Size:	8'-0" high 12'-0" wide
Maximum Letter Size:	24" high
Maximum Sign Copy Area:	48 sq.ft.
Sign Construction/Material:	Smooth, durable, non-weathering sign; with lettering incised in the panel or fabricated from nonferrous metals.
Illumination:	Internally illuminated in a manner that lights only the sign copy. Illumination of sign background is prohibited. Lighting shall be designed so as not to cause glare to motorists. Exposed neon and exposed raceways are prohibited.
Logo:	Permitted, must be part of tenant's name. Logo may be used in addition to or lieu of tenant name.
Color:	Tenant logo/trademark colors permitted. Sign copy color should contrast with background color when possible (tenant's brand colors permitted to take precedence over having contrasting colors).
	<i>See construction documents for exact finish details.</i>

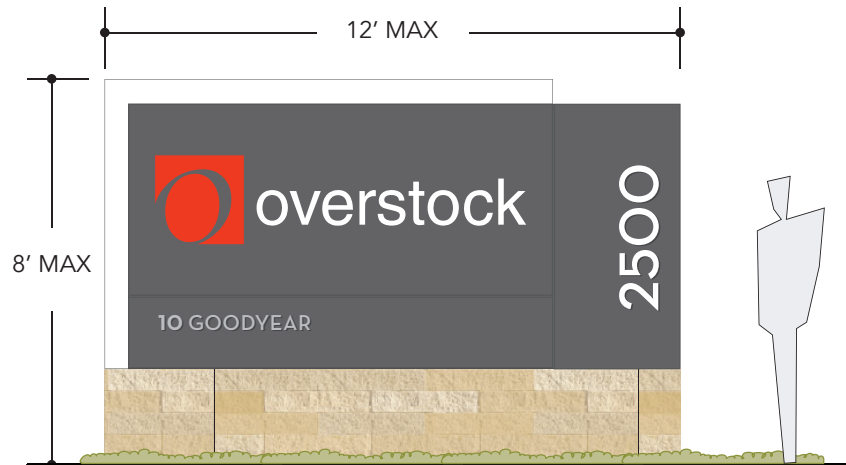
SIGN TYPE 4A

Tenant Monument at Frontage Road Specifications

SIGN TYPE 4A

Tenant Monument at Frontage Road

Elevations



ELEVATION VIEW - SINGLE TENANT LAYOUT TYP.

SCALE: 1/4" = 1'

*EXAMPLE ONLY

Final design may be adjusted to fit in max sizes noted. All tenant names shown are for position only. Only adjustments determined as minor by staff may be made with final design.



ELEVATION VIEW - TWO TENANT LAYOUT TYP.

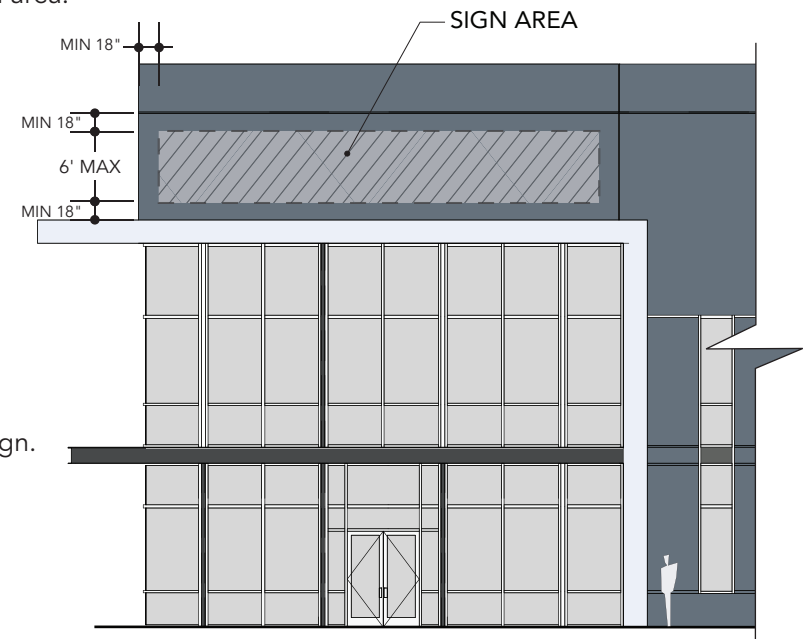
SCALE: 1/4" = 1'

Purpose:	To identify tenants occupying 10 Goodyear.
Maximum Number:	5 for Buildings A, C & E. 6 for Building F. 7 for Building B.
Location:	As indicated in site plan. At parapet level with 1/4 letter height of space above and below the sign. No part of the sign (logo & text) may be located within 1/4 letter height to the extreme left or right of the building elevation.
Orientation:	Parallel to wall toward street, parking lot, freeway or pedestrian area.
Sign Copy:	Only name and/or logo of building occupant(s).
Max Sign Area:	One building elevation: one square foot of sign area for each linear foot of building frontage or 35 square feet, whichever is greater. All other elevations one-half (1/2) square foot of sign area for each linear foot of respective building frontage.
Maximum Letter Size:	6' high.
Sign Construction/Material:	Individual letters and logos only. Fabricated from aluminum, polycarbonate & or stainless steel. Wall-mounted cabinet signs exceeding 10 square feet in area are prohibited unless such cabinet sign utilizes a figurative design.
Illumination:	Internally illuminated (UL approved) or non-illuminated. No exposed neon lighting allowed.
Logo:	Permitted.
Letterstyle:	Project font (NeutraText) or tenant typestyle.
Color:	Tenant logo/trademark colors permitted. Colors should contrast with building background when possible (tenant's brand colors permitted to take precedence over having contrasting colors).

SIGN TYPE 5

Tenant ID Sign

Elevation and Specifications



TENANT ID WALL SIGN - TYPICAL ELEVATION

SCALE: 1/16" = 1'

Purpose:	To identify building address.
Maximum Number:	Requirement is at least one per Buildings A, B, E & F. Site Plan shows optional additional locations. Building C to have two address signs.
Location:	Installed on buildings as shown in site plans, near the upper corner of the fascia of the building.
Orientation:	Parallel to building wall.
Sign Copy:	Address numerals or building letter.
Max Sign Area:	60 sq.ft.
Maximum Number Size:	4' high
Sign Construction/Material:	Fabricated from aluminum, polycarbonate & or stainless steel.
Illumination:	Non-illuminated.
Logo:	Project logo allowed.
Letterstyle:	NeutraText.
Color:	Color to contrast with building background. <i>See construction documents for exact finish details.</i>

SIGN TYPE 6

Address Sign Specifications



ADDRESS NUMBERS - TYPICAL

SCALE: 1/4" = 1'

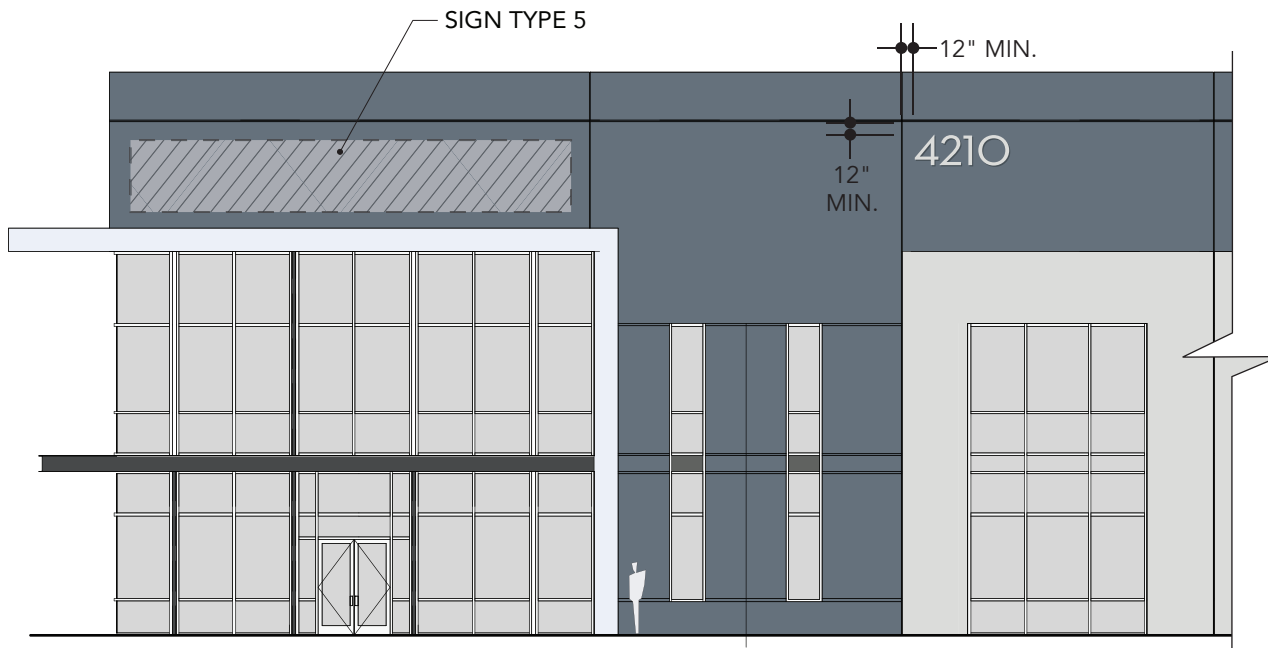


ALT: BUILDING LETTER - TYPICAL

SCALE: 1/4" = 1'

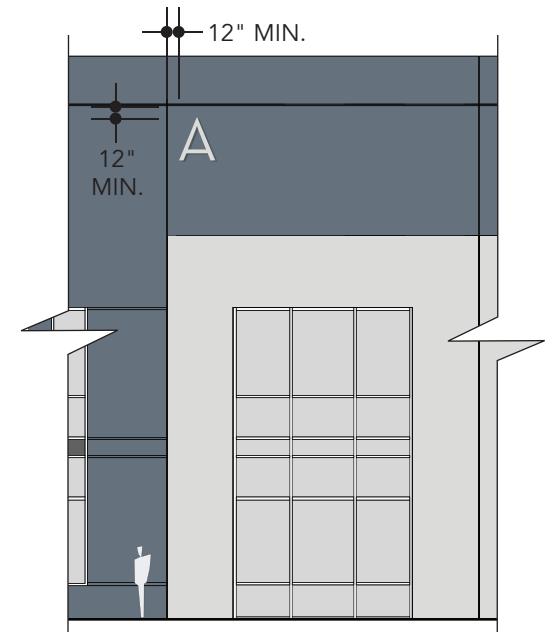
SIGN TYPE 6

Address Sign
Elevation



ADDRESS NUMBERS ELEVATION - TYPICAL

SCALE: 1/16" = 1'



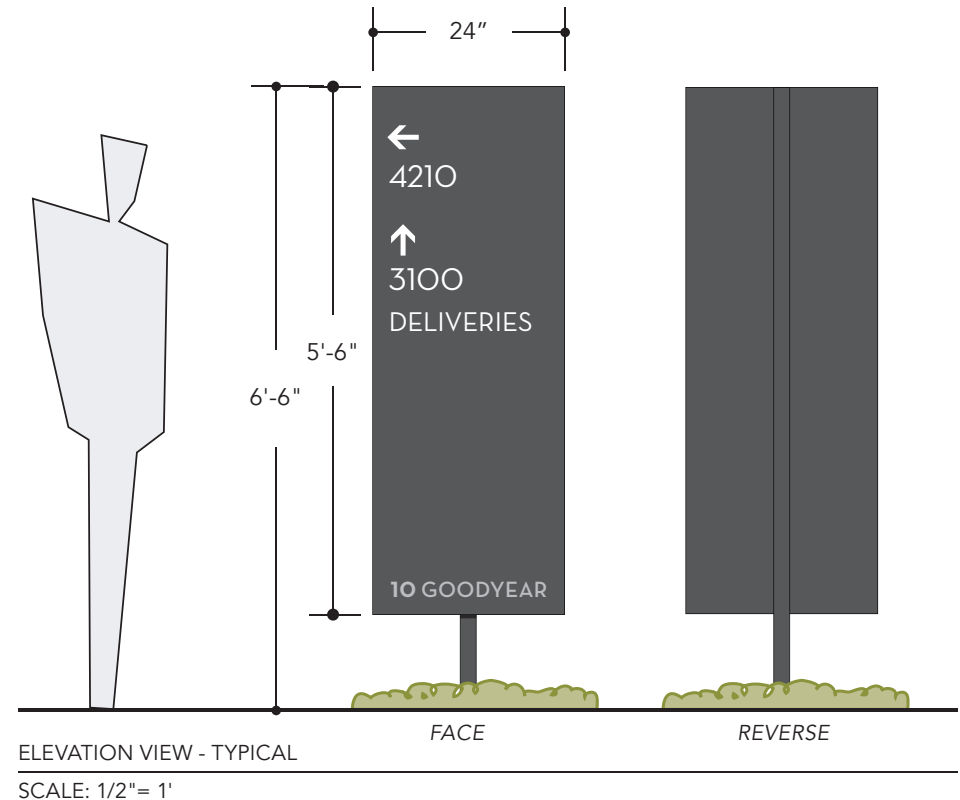
ALT: BUILDING LETTER ELEVATION - TYPICAL

SCALE: 1/16" = 1'

Purpose:	To provide directional information for drivers of vehicles.
Maximum Number:	One sign shall be permitted at each driveway onto a public street and at each major internal intersection.
Location:	At driveways leading onto a public street and/or at major internal intersections. Not within sight visibility triangle of any driveway. Perpendicular to the path of travel.
Sign Copy:	Project name and directional information only.
Maximum Width:	3'-0" wide.
Maximum Height:	6'-6" high.
Maximum Sign Area:	11 sq.ft. (sign copy area).
Sign Construction/Material:	Aluminum with vinyl graphics.
Illumination:	Not permitted.
Logo:	Project logo allowed.
Letterstyle:	NeutraText.
Color:	Project colors, or as dictated by governmental regulations.

SIGN TYPE 8

Vehicle Directional Elevation and Specifications



See construction documents
for exact finish details.

February 21, 2023

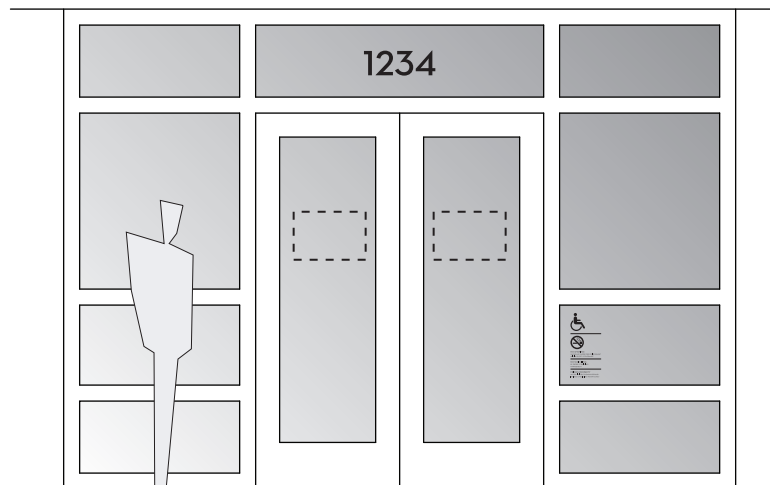
PAGE 8.0

10 GOODYEAR
SIGN PROGRAM
CSP # 22-63000002

Purpose:	To identify individual business information and provide accessible information.
Maximum Number:	One each per tenant entry.
Location:	Exterior entrance, on glass panel.
Orientation:	As required.
Sign Copy:	Tenant name and/or logo, hours of operation, phone number etc. ISA symbol.
Maximum Width:	Varies
Maximum Height:	Varies.
Sign Construction/Material:	Vinyl graphics.
Illumination:	Not permitted.
Logo:	Tenant logo allowed.
Letterstyle:	Project font (NeutraText). Tenant font allowed for tenant name.
Color:	White*. Tenant colors allowed for tenant name and logo.

SIGN TYPE 17

Entry Graphics Elevation and Specifications



See construction documents
for exact finish details.

February 21, 2023

SCALE: 1/4" = 1'

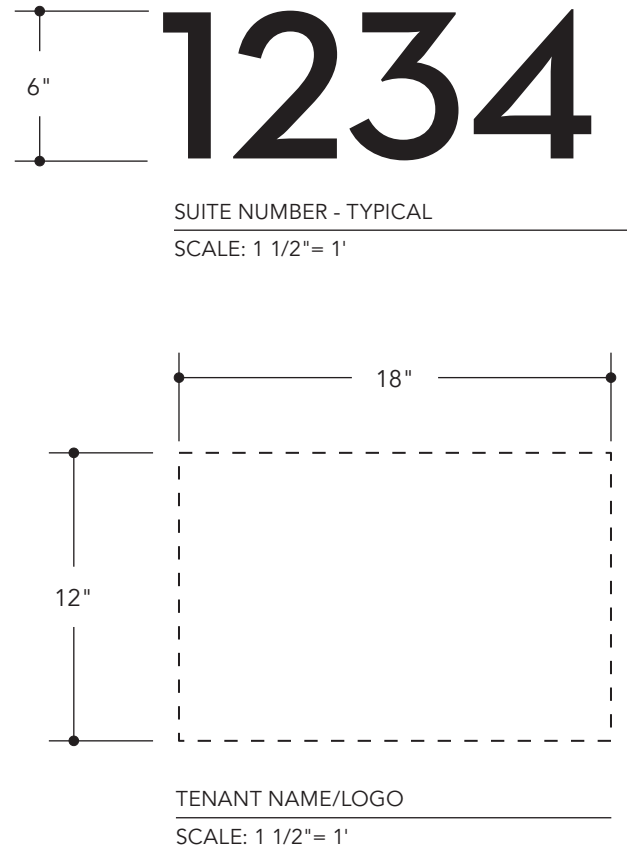
**Typicals shown in black
for visual purposes.*

PAGE 17.0

10 GOODYEAR
SIGN PROGRAM
CSP # 22-63000002

SIGN TYPE 17

Entry Graphics
Elevations (continued)



**Typicals shown in black
for visual purposes.*

See construction documents
for exact finish details.

February 21, 2023

PAGE 17.1

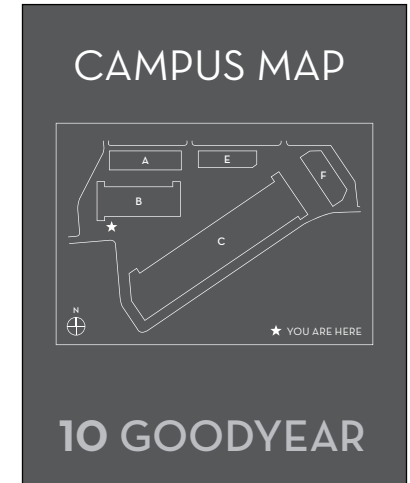
10 GOODYEAR
SIGN PROGRAM
CSP # 22-63000002

Purpose:	To provide campus layout information to vehicular traffic and emergency services.
Maximum Number:	One sign per entry onto the campus.
Location:	At entry driveways leading into the campus. Not within sight visibility triangle of any driveway. Perpendicular to the path of travel.
Sign Copy:	Project name and campus information only.
Maximum Width:	2'-0" wide.
Maximum Height:	3'-6" high.
Sign Construction/Material:	Aluminum with vinyl graphics.
Illumination:	Not permitted.
Logo:	Project logo allowed.
Letterstyle:	NeutraText.
Color:	Project colors, or as dictated by governmental regulations.

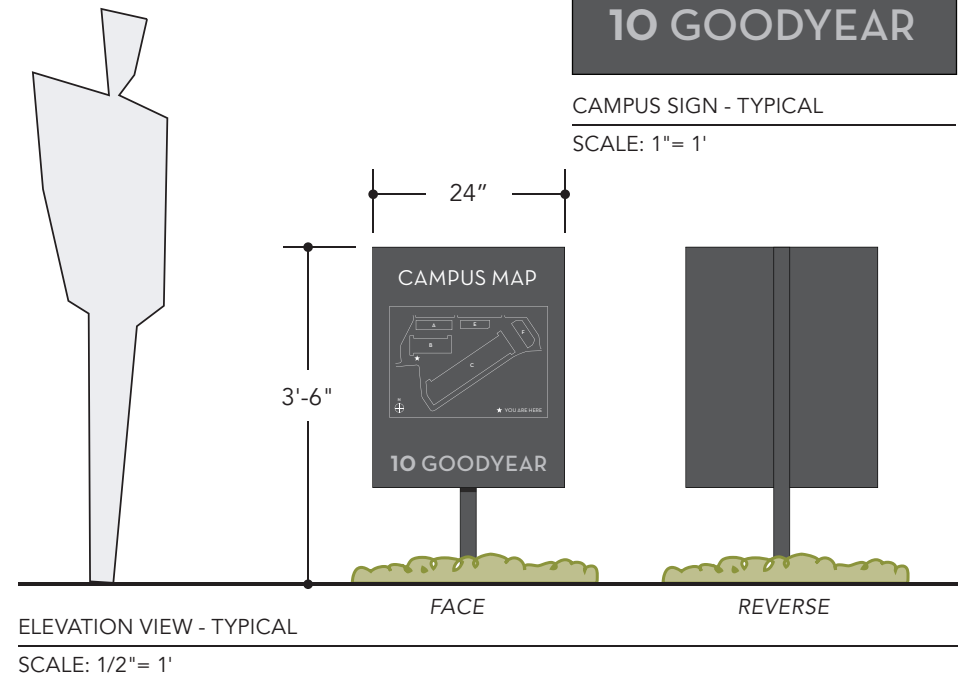
SIGN TYPE 19

Campus Sign

Elevation and Specifications

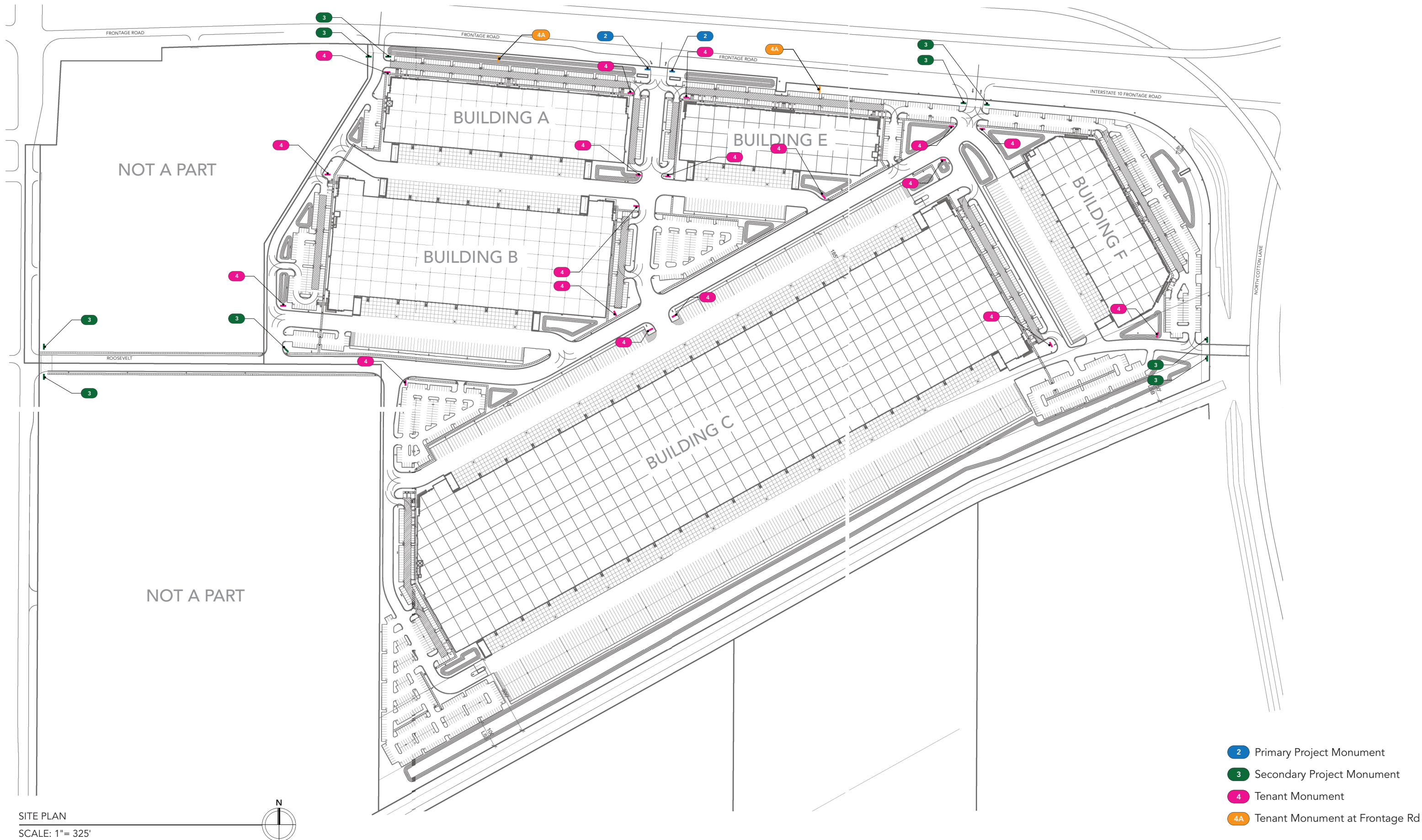


CAMPUS SIGN - TYPICAL
SCALE: 1"= 1'



See construction documents
for exact finish details.

February 21, 2023



10 Goodyear

Comprehensive Sign Program (CSP)

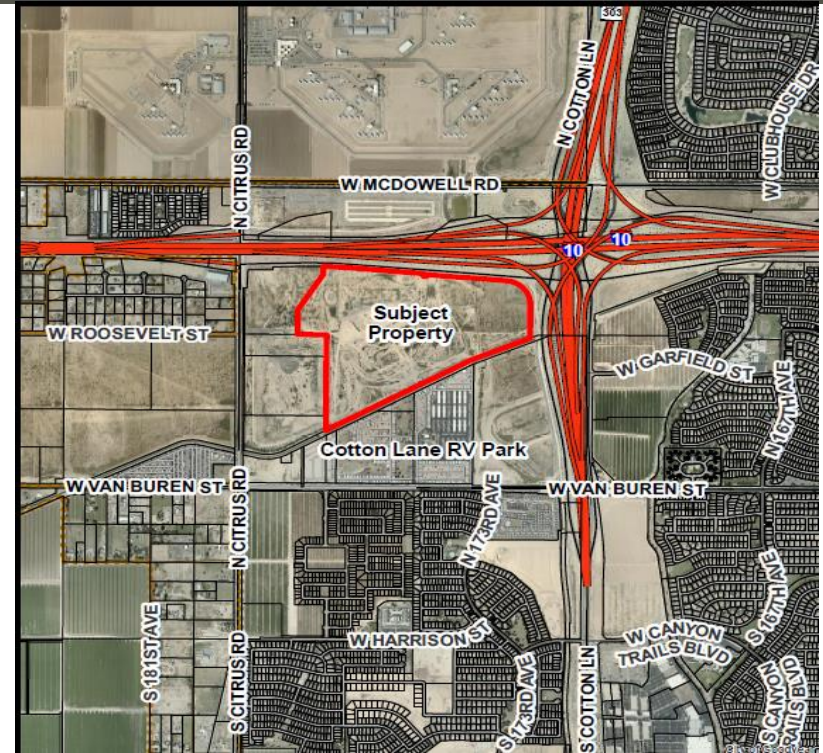


Location



10 GOODYEAR CSP

- 139 acres - SWC of I-10 & SR 303
- 5 industrial buildings - 2,213,000 sq. ft.
- Driveways - I-10 & 303 frontage roads & Citrus Rd
- Eastbound I-10 – poor visibility
- Westbound I-10 – not visible



Background & Previous Actions

10 GOODYEAR CSP

- 12.14.20 - 224 ac Innovation Centre PAD
 - Commerce Park, Commercial/Retail & Entertainment, and Office/Employment
- 5.25.22 - Master site plan approval
- 2.6.23 - PAD approval extension



CSP Requirement



10 GOODYEAR CSP

- Developments of 3 or more businesses must submit a CSP
- A CSP complying with Sign Ordinance is approved by staff
- A CSP proposing modifications is reviewed by P&Z Commission and approved by Council
- The 10 Goodyear CSP proposes modifications to:
 - Number, location, height and sign copy area

SITE PLAN

SCALE: 1" = 325'

- Primary Project Monument
- Secondary Project Monument
- Tenant Monument
- Tenant Monument at Frontage Rd

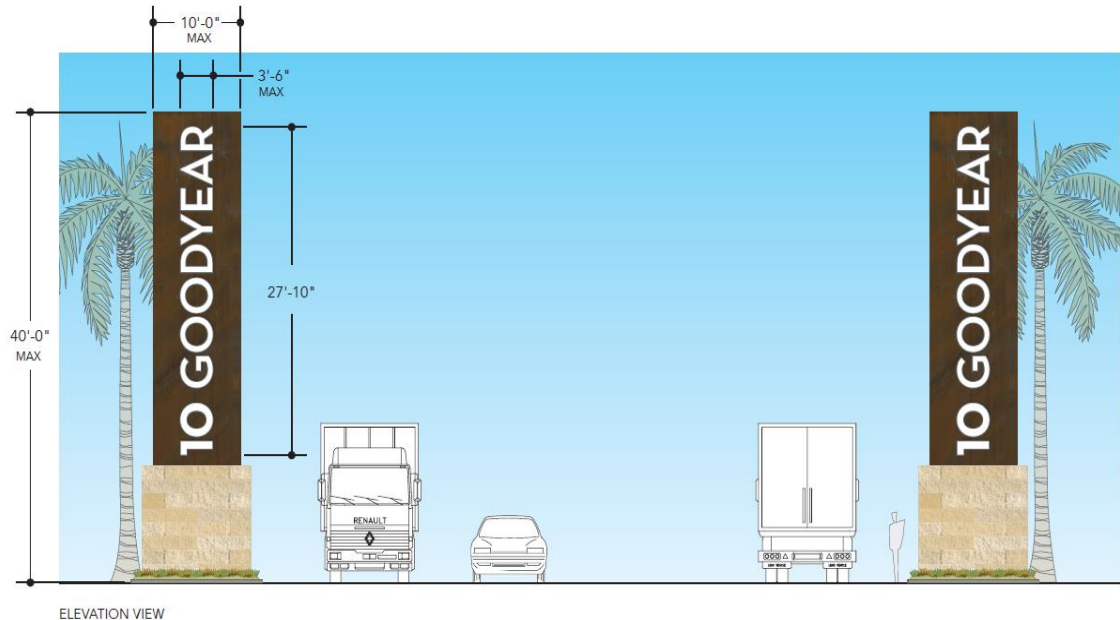
Primary Project Monument Signs



10 GOODYEAR CSP

- 2 signs
 - Ordinance: 1/driveway
- 40 feet high
 - Ordinance: 12 feet high
- 97 sq. ft. of copy area
 - Ordinance: 48 sq. ft.
- Supported due to project location, acreage & building square footage

SIGN TYPE 2
Primary Project Monument
Elevation

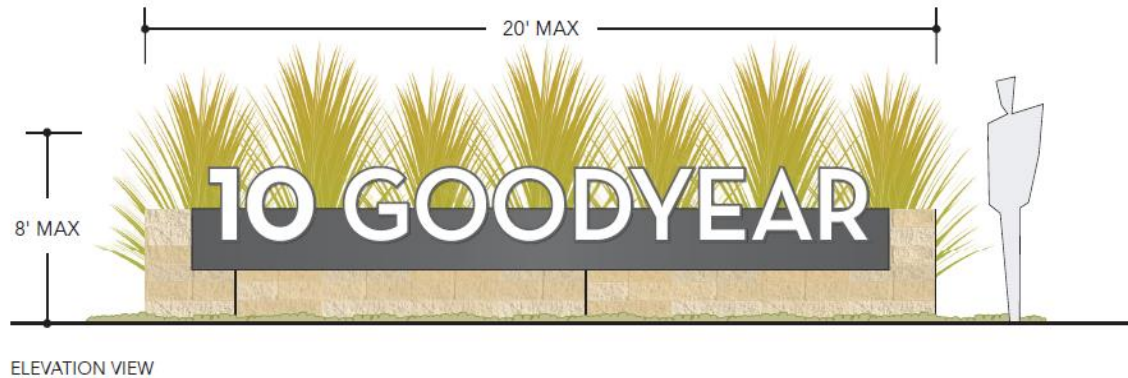


Secondary Project Monument Signs



10 GOODYEAR CSP

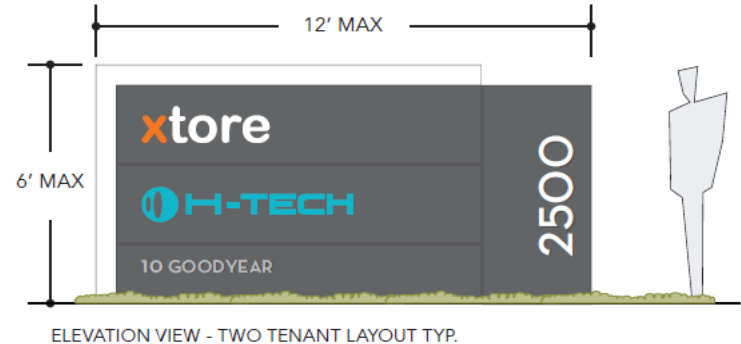
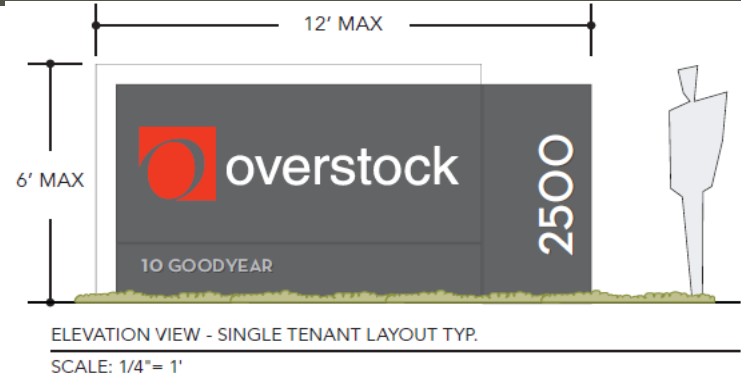
- 2 signs each at 4 driveways & 1 at a 5th
 - Ordinance: 1/driveway
- Height and copy area per ordinance
- Supported due to project location, acreage & building square footage



Tenant Monument Signs

10 GOODYEAR CSP

- 18 signs at internal driveways & intersections
 - Ordinance: 1 at each building
- Height and copy area per ordinance
- Supported due to project location, acreage & building square footage

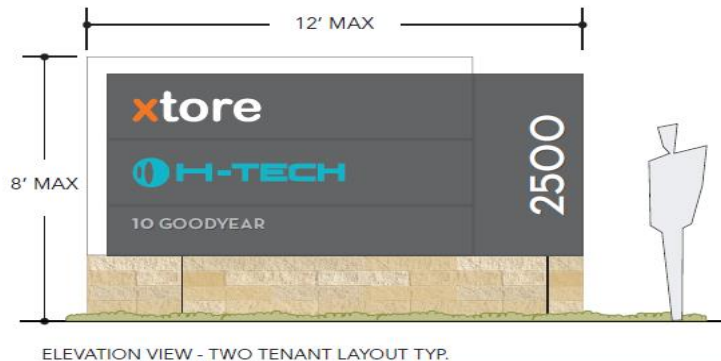


Tenant Monument Signs at I-10 Frontage Road



10 GOODYEAR CSP

- 2 signs along I-10 frontage road
 - Ordinance: 1 at each building
- Height and copy area per ordinance
- Supported due to project location, acreage & building square footage



Other Signage



10 GOODYEAR CSP

- Tenant wall signage will comply with ordinance
- Building wall address signage will comply with Fire Code Amendments
- Campus signage will be provided at request of Fire Marshal

Recommendation



10 GOODYEAR CSP

Staff, and the P&Z Commission by a vote of 4 to 1, recommend stipulated approval of the CSP.

