



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, April 10, 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.

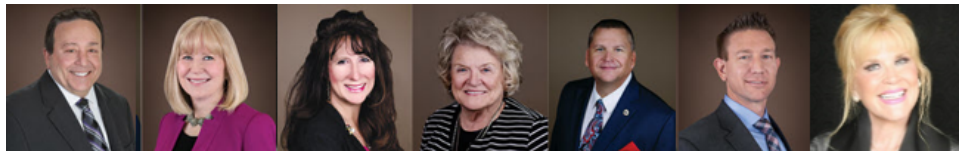
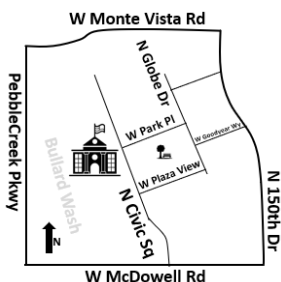
AGENDA ITEMS

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 MAYOR PIZZILLO

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

**1. APPROVAL OF MINUTES
RECOMMENDATION**

Approve the draft minutes from a Regular Meeting held on March 20, 2023. (Darcie McCracken, City Clerk)

**2. CIP PROJECT #60110 RAINBOW VALLEY WATER RECLAMATION FACILITY
(WRF) OPERATIONAL IMPROVEMENTS, EXPENDITURE AUTHORIZATION FOR
CONSTRUCTION SERVICES
RECOMMENDATION**

Authorize expenditure of funds up to \$755,000 for CIP Project #60110 for construction of operational improvements at the Rainbow Valley Water Reclamation Facility (WRF). (Barbara Chappell, Water Services Director; Lisa Melton, Senior Project Manager)

**3. LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT GRANT -
RESOLUTION NO. 2023-2305
RECOMMENDATION**

ADOPT RESOLUTION NO. 2023-2305 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2024-2025 LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT GRANT FUNDS TO DEPARTMENT OF JUSTICE, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Santiago Rodriguez, Chief of Police)

4. **FINAL PLAT OF CAMELBACK 303**

RECOMMENDATION

Approve the Final Plat of Camelback 303, subdividing approximately 32.4 acres into 1 lot and 0 tracts at the intersection of N. Cotton Lane and W. Camelback Road.
(Stephen Scinto, Director of Engineering)

5. **INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN BUCKEYE VALLEY FIRE DISTRICT AND THE CITY OF GOODYEAR FOR BACKUP AMBULANCE SERVICES**

RECOMMENDATION

Approve and authorize the City Manager or designee to enter into an Intergovernmental Agreement (IGA) between Buckeye Valley Fire District and the City of Goodyear providing backup ambulance transport services to Goodyear residents.
(Paul Luizzi, Fire Chief)

6. **FINAL PLAT OF PROLOGIS 303 GOODYEAR**

RECOMMENDATION

Approve the Final Plat for Prologis 303 Goodyear subdividing approximately 114.1 acres into two (2) lots (the "Property"). (Marty Crossland, Interim Deputy Director of Development Engineering)

7. **APPROVE ADDITIONAL EXPENDITURES UP TO \$485,300 FOR THE CLEANUP OF BULLARD WASH BETWEEN INTERSTATE 10 AND GILA RIVER (PROJECT #60080)**

RECOMMENDATION

Approve additional expenditure of funds up to \$485,300 for Capital Improvement Project (CIP) #60080 to perform the maintenance of Bullard Wash to reestablish channel conditions. (Craig Lynch, Stormwater Superintendent; Todd Carpenter, Interim Deputy Public Works Director)

8. **APPROVE EXPENDITURE OF FUNDS FOR PROJECT #42011 SARIVAL LANDSCAPE MEDIAN INSTALLATION**

RECOMMENDATION

Approve expenditure of funds up to \$800,000 for the Sarival landscape median installation. (Hugh Bigalk, City Traffic Engineer)

BUSINESS

9. **FY 2024 ANNUAL PUBLIC ART PLAN**

RECOMMENDATION

Approve the FY2024 Annual Public Art Plan as recommended by the Arts & Culture Commission. (Guylene Ozlanski, Arts & Culture Administrator; Fran Fee, Chairman Arts & Culture Commission; Jennifer Barnes, Chairman Public Art Committee)

10. **APPROVE A GRANT PASS-THRU AGREEMENT BETWEEN THE CITY OF PHOENIX AND THE CITY OF GOODYEAR FOR A MICROTRANSIT PILOT PROGRAM**

RECOMMENDATION

Authorize the City Manager to approve a Grant Pass-Thru Agreement between the City of Phoenix and the City of Goodyear for a Microtransit Pilot Program. (Christine McMurdy, Project Management Coordinator)

11. **AMENDMENTS TO CHAPTER 15 OF THE GOODYEAR CODE OF ORDINANCES (SUBDIVISION REGULATIONS)**

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2296 DECLARING AS PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "EXHIBIT A - AMENDMENT TO CHAPTER 15 SUBDIVISION REGULATIONS OF THE GOODYEAR CODE OF ORDINANCES."

2. ADOPT ORDINANCE NO. 2023-1572 AMENDING SECTION 15-2-3 (STAGE II – PRELIMINARY PLAT) OF THE GOODYEAR CODE OF ORDINANCES; PROVIDING FOR CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Steve Careccia, Planning Manager)

12. **DEVELOPMENT AGREEMENT FOR FULTON HOMES AT BALLPARK VILLAGE**
RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2302 APPROVING THE DEVELOPMENT AGREEMENT FOR FULTON HOMES AT BALLPARK VILLAGE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAID DEVELOPMENT AGREEMENT; PROVIDING AUTHORIZATION FOR FUTURE ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (Stephen Scinto, Director of Engineering)

13. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH CITY OF GLENDALE FOR WEST VALLEY VETERAN'S COURT**

RECOMMENDATION

Approve the Intergovernmental Agreement (IGA) with the City of Glendale and City of Goodyear, to allow for case referral of veteran defendants in the Goodyear Municipal Court into the Glendale Municipal Court, and for the qualified judicial officers of Judge of the Glendale Municipal Court to have authority to adjudicate cases referred to the West Valley Veterans Court. (Crystal Whelan, Court Administrator; Justin Atkinson, City Prosecutor)

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 17, 2023	Council Meeting	5:00 p.m.
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EXECUTIVE SESSION

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

14. Pursuant to A.R.S. §38-431.03(A) (3) (4): Discussion and consultation with the City Attorney for legal advice to consider its position and instruct its attorneys regarding the City's position regarding contracts that are the subject of negotiations related to a development agreement with Globe Corp. related to a parking agreement/structure for the GSQ project.
15. Pursuant to A.R.S. §38-431.03(A) (3) (4): Discussion and consultation with the City Attorney for legal advice to consider its position and instruct its attorneys regarding the City's position regarding contracts that are the subject of negotiations related to ambulance service agreements with Maricopa Ambulance.

ADJOURNMENT OF EXECUTIVE SESSION

RECONVENING OF REGULAR MEETING

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 April 5, 2023 at 4:35 p.m. by VM.

ITEM #: 1.
DATE: 04/10/2023
AI #:1164



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the draft minutes from a Regular Meeting held on March 20, 2023. (Darcie McCracken, City Clerk)

Attachments

March 20, 2023 Draft Regular Meeting Minutes

City Council Regular Meeting

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



Monday, March 20, 2023

5:00 p.m.

Meeting Minutes

CALL TO ORDER

ROLL CALL

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

Absent: **Councilmember Sheri Lauritano**

Staff City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Darcie

Present: **McCracken**

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

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

Passed - Unanimously

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER STIPP

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Councilmember Brannon Hampton, SECONDED BY Vice Mayor Laura Kaino to APPROVE consent agenda items 1 through 14. The motion carried as follows:

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

Passed - Unanimously

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

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

Mayor Pizzillo opened the public hearing at 5:05 p.m.

Planner Guadalupe Ortiz Cortez presented information on the request for a Special Use Permit for a storage facility on an 8.17-acre parcel located at West El Sol and South Bullard Avenue within the Airport Commercenter Planned Area Development (PAD) District.

She provided information on the stipulations negotiated with the developer and the history of the property site zoning.

Adam Baugh, Whitney Morris PLC thanked the Council for their time, described the ownership aspect of the storage facility and offered to answer any questions.

There being no additional speakers, Mayor Pizzillo closed the public hearing at 5:11 p.m.

Council provided support for the project and directed staff to include discussion of a simpler process for this type of development in the upcoming review of the city codes.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Wally Campbell to 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") with stipulations. Motion carried as follows:

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

Passed - Unanimously

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

Mayor Pizzillo opened the public hearing at 5:18 p.m.

Principal Planner Christian Williams provided a brief recap and presented updated information on the annexation process of 1.81 acres along the Broadway Road Alignment near Sarival Avenue and Maricopa County 85.

There being no additional speakers, Mayor Pizzillo closed the public hearing at 5:20 p.m.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Brannon Hampton to 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. Motion carried as follows:

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

Passed - Unanimously

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Bill Stipp to 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 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.

Motion carried as follows:

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

Passed - Unanimously

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

Mayor Pizzillo opened the public hearing at 5:23 p.m.

Christina Panaitescu, Grants & Neighborhood Services Supervisor presented information on the submittal of the action plan for use of the Housing & Urban Development (HUD) Community Development Block Grant (CDBG). She added the consolidated plan is updated every five years and is implemented annually following Council approval of the action plan.

Ms. Panaitescu included information regarding the National and City priorities that are required to be met when using the CDBG funds. She continued to explain that the projected amount reflects a \$30,000 decrease in estimated entitlement, still to be received and in consideration of the decrease staff recommends maintaining focus on Capital Community Improvement projects including Palmetteer Park playground enhancement.

There being no additional speakers Mayor Pizzillo closed the public hearing at 5:31 p.m.

No action was necessary and no further discussion occurred.

BUSINESS

18. DEVELOPMENT IMPACT FEE UPDATE

Deputy Finance Director Jared Askelson provided an overview of the City of Goodyear development impact fees which are guided by updated Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP) every five years.

Mr. Askelson included information on the use of impact fees to help pay for growth related infrastructure.

He added that the draft updated LUA and IIP are out for public review and the public hearing is scheduled for May 22, 2023, to be followed by the public hearing for fee adoption.

No action was necessary and no further discussion occurred.

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

Transportation Planning Manager Christopher Bridges introduced and provided information on project #42053, the Cotton Lane & Yuma Road Lane Addition. Mr. Bridges added the change will modify the scope of work to include a longer section of Cotton Lane, increasing the budget for the additional section, and will move the project from fiscal year 2024 to fiscal year 2023. He provided additional information regarding the increase in development and traffic, which at times is over capacity for the current design, as the guiding necessity for the road improvement.

Council praised staff for finding a way to move this project into the current fiscal year budget and supports the effort and acceleration of the project.

Council also asked for confirmation that developers will still be responsible for their infrastructure obligations in the proposed area.

Mr Bridges confirmed the modified plan will not negate developer responsibility.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Brannon Hampton to 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. Motion carried as follows:

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

Passed - Unanimously

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

Principal Planner Karen Craver provided an overview of the comprehensive sign package (CSP) for the 5-building 10 Goodyear Commerce Park at the southwest corner of the I-10 and the Loop 303. Ms. Craver provided information regarding the unique aspects of the development and need for larger signage for the semi-trucks that will be driving in the area.

She concluded by stating staff and the planning commission recommended approval of the project with stipulations.

Council congratulated staff for their forward-thinking regarding this type of development which does not exist within the City, noted visibility in the proposed area is low and will benefit from larger signage, and directed staff to include it in the future discussions regarding updating the City's ordinances.

MOTION BY Councilmember Bill Stipp, SECONDED BY Vice Mayor Laura Kaino to APPROVE a comprehensive sign package for the 10 Goodyear Commerce Park. The motion carried as follows:

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

Passed - Unanimously

INFORMATION ITEMS

City Manager Wynette Reed provided information on the Tour de Cure ride, in partnership with American Diabetes Association, had a 12% increase in participation over the previous year and is expected to raise over \$800,000 to go toward the fight against diabetes. Ms. Reed thanked everyone involved including Mayor Pizzillo for opening each race, Councilmember Gillis for her support and attendance, and the police department and city staff for working to keep everyone safe.

The third Farmers Market took place with over 2,000 people in attendance and an increase in local farms participation.

Council supports the market as an excellent event and requested staff work on parking accessibility for the library during the event.

Councilmember Gillis requested a work session to discuss drug use and homelessness and had the support of two other Councilmembers. Ms. Reed said this would be scheduled for the future.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

April 10, 2023

Council Meeting

5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:04 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 20, 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: 04/10/2023
AI #:1371



CITY COUNCIL ACTION REPORT

SUBJECT: CIP PROJECT #60110 RAINBOW VALLEY WATER RECLAMATION FACILITY (WRF) OPERATIONAL IMPROVEMENTS, EXPENDITURE AUTHORIZATION FOR CONSTRUCTION SERVICES

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

SUMMARY

Request City Council approve expenditures up to \$755,000 for operational improvements at the Rainbow Valley Water Reclamation Facility (WRF).

RECOMMENDATION

Authorize expenditure of funds up to \$755,000 for CIP Project #60110 for construction of operational improvements at the Rainbow Valley Water Reclamation Facility (WRF). (Barbara Chappell, Water Services Director; Lisa Melton, Senior Project Manager)

FISCAL IMPACT

The Rainbow Valley WRF Operational Improvements project was approved in the FY2023 Capital Improvement Program with a total budget of \$1,875,000 in wastewater operational funds. This project will provide for construction of immediate operational needs at the Rainbow Valley WRF.

BACKGROUND AND PREVIOUS ACTIONS

Design Build services have been procured for the operational enhancement and expansion of the Rainbow Valley WRF. Council previously approved the expenditure of \$650,000 (10/24/2022) for design and pre-construction services. Construction of improvements will address immediate operational needs at the facility and maintenance challenges.

STAFF ANALYSIS

The Rainbow Valley WRF is currently incurring operational challenges, due to high peak flows, undersized basins and lack of redundancy. Improvements have been identified that will allow the facility to reliably meet its permitted capacity. The expansion of the facility will be completed under separate project.

ITEM #: 3.
DATE: 04/10/2023
AI #:1410



CITY COUNCIL ACTION REPORT

**SUBJECT: LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT
GRANT - RESOLUTION NO. 2023-2305**

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

SUMMARY

Council consideration and possible authorization for staff to submit an application for the Department of Justice (DOJ) Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant program for the expansion of the police department's wellness program to assist officers, dispatchers and professional staff with the emotional stresses of the profession.

STRATEGIC PLAN ALIGNMENT



Quality of Life

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2305 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2024-2025 LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT GRANT FUNDS TO DEPARTMENT OF JUSTICE, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT

The police department is requesting funding of \$185,000.00 from the DOJ LEMHWA grant. There are no matching fund requirements with this grant and no requirements to continue funding after an awarded grant expires.

BACKGROUND AND PREVIOUS ACTIONS

The Goodyear Police Department values the mental wellness of their employees. The department has been working with the City wellness committee but recognizes that the job requirements of the department's 206 employees requires additional programs that are focused on the events that the employees experience on a regular basis. In December 2022, the department issued the Wellness and Resiliency Policy that identifies Chief Rodriguez's commitment and philosophy to assist with dealing with the stressors brought on by employee's on-the-job and home events. The department has implemented the chaplain program, a free wellness resource application, physical and emotional wellness programs.

STAFF ANALYSIS

The Department has assessed additional assets that would bring value to the existing wellness program and is seeking funding from the DOJ LEMHWA grant to further develop the program within the department. The grant proposal includes funding overtime costs for all department employees to attend active bystandership for law enforcement (ABLE) training. This training aims to promote overall health and wellness and reduce misconduct, and avoid mistakes. In addition, the funding would allow the expansion of attendance and frequency of wellness visits; a more robust law enforcement wellness application, and assist with funding visits covered by the Craig Tiger Act (House Bill 2502). Funding for portions of some programs is available through the police department's budget, however, additional funds will allow for these services at a higher level.

Attachments

2023-2305 Resolution.

RESOLUTION NO. 2023-2305

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2024-2025 LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT GRANT FUNDS TO DEPARTMENT OF JUSTICE, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED).

WHEREAS, it is in the best interest of the City to apply for Law Enforcement Mental Health and Wellness Act (LEMHWA) grant funds for assistance in enhancing the police department's mental health and wellness program contingent upon approval by the Goodyear City Council by resolution; and

WHEREAS, the project qualifies as an eligible project under the LEMHWA; and

WHEREAS, there is no match requirement for this grant opportunity.

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

SECTION 1. The City Manager, or her designee, is hereby authorized to submit an application to the Department of Justice for LEMHWA for an amount not to exceed \$185,000.

SECTION 2. If the grant application is awarded, the City will enter into a Grant Agreement with the Department of Justice to implement the projects or programs that have been approved by the Department of Justice.

SECTION 3. The City Manager is hereby authorized to execute all documents relating to this application and any grant agreement offered as a result of grant funding.

SECTION 4. If grant funds are awarded to the City of Goodyear, the City Council hereby authorizes the City Manager to approve the necessary budget transfers in the amount of the awarded funds.

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: 04/10/2023
AI #:1412



CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF CAMELBACK 303

STAFF PRESENTER(S): Stephen Scinto, Director of Engineering

OTHER PRESENTER(S):

Michael A. Banta, Rick Engineering Company

SUMMARY

A Final Plat subdividing approximately 32.4 acres into 1 lot and 0 tracts at the intersection of N. Cotton Lane and W. Camelback Road.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Final Plat of Camelback 303, subdividing approximately 32.4 acres into 1 lot and 0 tracts at the intersection of N. Cotton Lane and W. Camelback Road. (Stephen Scinto, Director of Engineering)

STIPULATIONS

1. Any technical corrections to the Final Plat of Camelback 303 required by the City Engineer or his designee shall be made prior to the recordation of such Final Plat. the Final Plat of Camelback 303.
2. Prior to recordation of the Final Plat for Camelback 303 (the "Final Plat"), Owner shall submit an updated title report for the property included within such final plat (the "Property") and shall modify the Final 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 all or part of the Property.
3. Prior to recordation of the Final Plat, documentation acceptable to the City Attorney or his/her designee shall be provided demonstrating that the party executing the final plat is authorized to do so.

4. Owner shall remit to the City an in-lieu payment for $\frac{1}{2}$ the cost of a full median and full-median landscaping, for any median that is to be installed within the section of W. Camelback Road fronting the Property. The in-lieu payment for the median shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier.

5. Owner is responsible for a proportionate share of the costs of a full (all four legs) traffic signal at the intersection identified below. Owner shall make an in-lieu payment for the cost of traffic signal adjacent to the Property. The in-lieu payment shall be made prior to the recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any construction permits for work within the Property, whichever is earlier. 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.

- 25% of the Full Cost of a Traffic Signal (all four legs) at the Intersection of N. Cotton Lane and W. Camelback Road

6. Unless constructed or being constructed by others, Owner at no cost to the City, shall design and construct full half-street improvements for the south—half of the section of W. Camelback Rd. along or adjacent to the frontage of the Property required for a Major Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed except for the construction of $\frac{1}{2}$ the median and $\frac{1}{2}$ median landscaping (the “Camelback Road Improvements”). The Camelback Road Improvements to be constructed include, but are not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. 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 Camelback Road Improvements shall be completed prior to the issuance of any certificate of occupancy for any building within the Property. If the Camelback Road Improvements have been constructed or are being constructed by others, Owner shall remit a payment to the city in the amount of the actual costs incurred in the design and construction such infrastructure improvements if completed or, if not completed, the payment shall be in the amount of an engineer’s estimate of the costs as approved by the Goodyear City Engineer or his/her designee. If a payment of the Camelback Road Improvements is required as provided herein, it shall be paid prior to the issuance of any construction permit for any work within the Property.

7. Unless constructed or being constructed by others, Owner shall, at no cost to the City, design and construct full half-street improvements for the west half of the section of N. Cotton Lane along or adjacent to the frontage of the Property required for a Major Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed except for the construction of $\frac{1}{2}$ the median and $\frac{1}{2}$ median landscaping (the “Cotton Lane Improvements”). The Cotton Lane Improvements to be constructed include, but are not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. 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 Cotton Lane Improvements shall be completed in connection prior to the issuance of any certificate of occupancy for any building within the Property. If the Cotton

Lane Improvements have been constructed or are being constructed by others, Owner shall remit a payment to the city in the amount of the actual costs incurred in the design and construction such infrastructure improvements if completed or, if not completed, the payment shall be in the amount of an engineer's estimate of the costs as approved by the Goodyear City Engineer or his/her designee. If a payment of the Cotton Lane Improvements is required as provided herein, it shall be paid prior to the issuance of any construction permit for any work within the Property; and

8. In addition to constructing the infrastructure improvements specifically identified herein, Owner shall design and construct, at no cost to the City, all infrastructure improvements identified by the City as being needed to provide water and sewer services to the Property, if the Property is within the City's service area, and all infrastructure improvements required to be constructed pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of Property within the City of Goodyear, 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.

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

A portion of the Property was rezoned from C-2, General Commercial Zoning District with a Planned Area Development Overlay to I-1, Light Industrial Park Zoning District by Ordinance 2022-1541 adopted on May 23, 2022 and recorded on May 26th 2022, with Maricopa County Recorder at instrument number 20220451651. The remainder of the Property was rezoned from Final Planned Area Development Zoning District to I-1, Light Industrial Park Zoning District by Ordinance 2022-1542 adopted on May 26, 2022 recorded on May 26th 2022, with Maricopa County Recorder instrument number 20220451645.

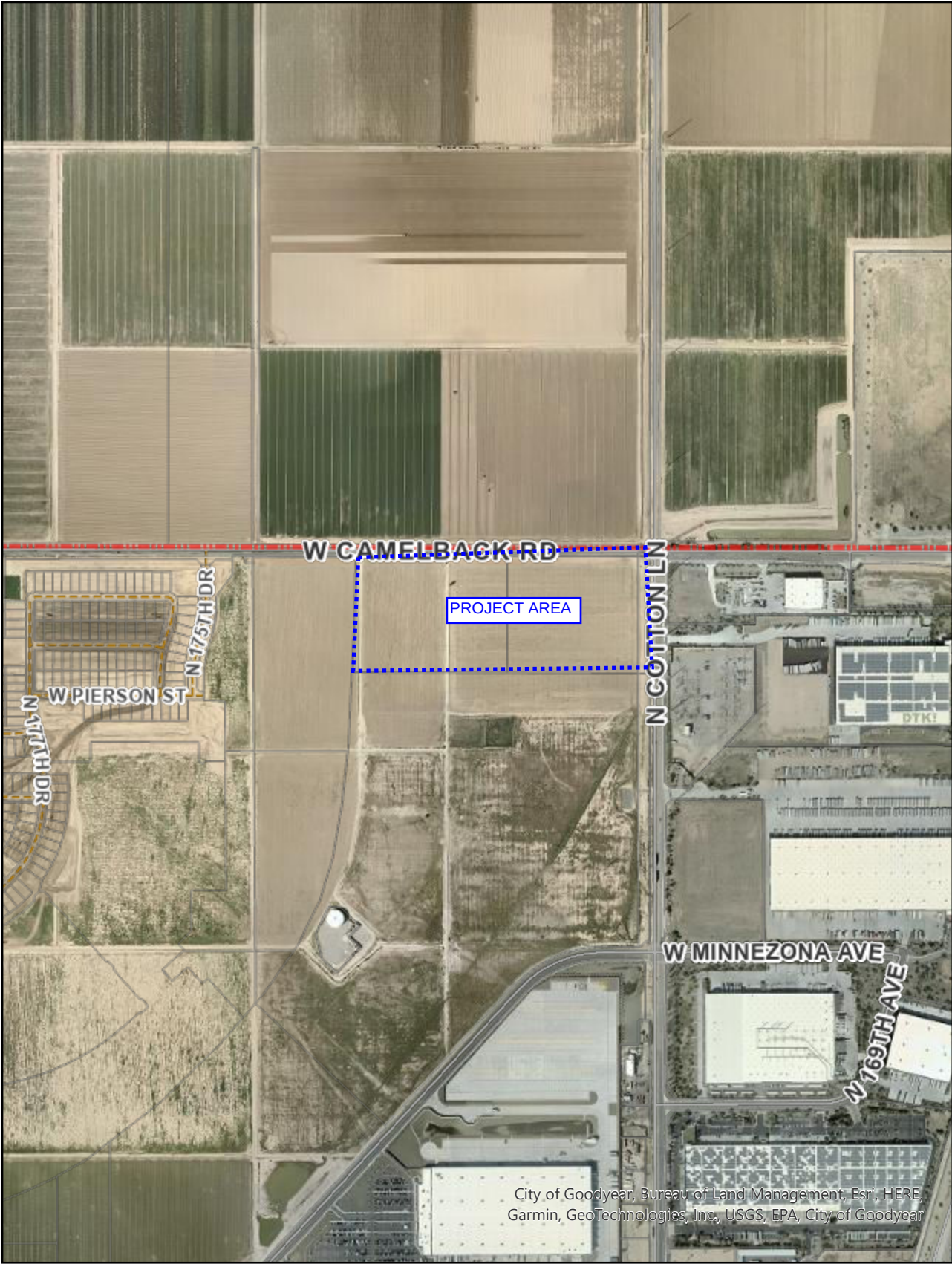
STAFF ANALYSIS

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 of Camelback 303



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

C:\RICK\Projects\POS600\6048_CottonLn_CamelbackRd\Survey\Drawing\6048_Final_Plat_V6.dwg -- plotted by: csullivan.ON 2023-03-27 @ 12:14 -- ctsbig bw.ctb © 2023 Rick Engineering Company

FINAL PLAT
OF
"CAMELBACK 303"

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA
AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT VWP SIM C&C LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "CAMELBACK 303", A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "CAMELBACK 303", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH ON SAID PLAT.

VWP SIM C&C, LLC, A DELAWARE LIMITED LIABILITY COMPANY (OWNER) HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS R/W DEDICATED HEREON AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

VWP SIM C&C, LLC, A DELAWARE LIMITED LIABILITY COMPANY (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE CITY) FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN THIS FINAL DESIGNATED AS P.U.E. DEDICATED HEREON AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (PUBLIC UTILITY EASEMENT AREAS). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, INSPECTING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

VWP SIM C&C, LLC, A DELAWARE LIMITED LIABILITY COMPANY (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR SIDEWALK EASEMENTS ON, OVER AN ACROSS THOSE AREAS WITHIN THIS FINAL PLAT DESIGNATED AS SIDEWALK ESMT. DEDICATED HEREON AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (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 PERMITEES; 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.

IN WITNESS WHEREOF, VWP SIM C&C LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

VWP SIM C&C LLC, AN ARIZONA LIMITED LIABILITY COMPANY,

BY: _____

NAME: _____ DATE: _____

TITLE: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)SS

ON THIS _____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED

_____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____

LEGAL DESCRIPTION

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

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 23, BEARS SOUTH 00 DEGREES 13 MINUTES 33 SECONDS WEST, A DISTANCE OF 2640.68 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 54 SECONDS WEST, ALONG THE NORTH LINE OF NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 33.00 FEET; TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH LINE SOUTH 00 DEGREES 13 MINUTES 33 SECONDS WEST, PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 800.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 89 DEGREES 33 MINUTES 54 SECONDS WEST, A DISTANCE OF 1967.15 FEET;

THENCE NORTH 03 DEGREES 08 MINUTES 30 SECONDS EAST, A DISTANCE OF 345.39 FEET;

THENCE NORTH 01 DEGREE 09 MINUTES 09 SECONDS EAST, A DISTANCE OF 455.03 FEET, TO THE NORTH LINE OF SAID SECTION 23;

THENCE SOUTH 89 DEGREES 33 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 1,942.22 FEET, TO THE POINT OF BEGINNING.

NOTES

- THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF EPCOR WATER ARIZONA, INC. AND HAS BEEN GRANTED A CERIFICATE OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR).
- NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
- IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
 - THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
 - DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
 - MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
 - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
 - IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
- 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.
- STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.
- THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.
- THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.
- THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND (EXCEPTIONS ARE TO BE NOTED).
- 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.
- 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.

BENCHMARK

A 3" CITY OF GOODYEAR BRASS CAP IN HANDHOLE AT THE INTERSECTION OF S. COTTON LANE AND W. CAMELBACK ROAD MARKING THE NORTHEAST CORNER OF SECTION 23, T.2N., R.2W.
ELEVATION = 1085.47' (NAVD 88)

FLOOD ZONE

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1670 L, DATED 10/16/2013, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X". 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;
A PORTION OF CAMELBACK ROAD AND COTTON LANE IS LOCATED IN FLOOD ZONE "A" ACCORDING TO FEMA FLOOD INSURANCE RATE MAPPING. THE SUBJECT PROPERTY IS LOCATED IN "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD "ZONE A". ZONE A IS DESCRIBED AS: "NO BASE FLOOD ELEVATIONS DETERMINED."

UTILITY PROVIDERS

GAS: SOUTHWEST GAS
WATER: EPCOR
SEWER: CITY OF GOODYEAR
POWER: APS
TELECOM: COX AND CENTURYLINK

ADDRESS

17215 W CAMELBACK ROAD
GOODYEAR, AZ 85395

SURVEYOR

MICHAEL A. BANTA, RLS #38175
RICK ENGINEERING
22425 N. 16TH ST, SUITE 1
PHOENIX, ARIZONA 85024
MBANTA@RICKENGINEERING.COM

OWNER

VWP SIM C&C LLC
2930 E. CAMELBACK ROAD, SUITE 305
PHOENIX, ARIZONA 85016
TELEPHONE (602)957-8300
APN: 502-31-002J & 502-31-002C
AND 502-31-011E

AREA

NET SUBJECT PARCEL CONTAINS 1,410,670 SQUARE FEET OR 32.385 ACRES, MORE OR LESS
RIGHT-OF-WAY DEDICATED HEREON CONTAINS 150,341 SQUARE FEET OR 3.461 ACRES, MORE OR LESS
GROSS PARCEL CONTAINS 1,561,012 SQUARE FEET OR 35.836 ACRES, MORE OR LESS.

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID LINE BEARS SOUTH 00 DEGREES 13 MINUTES 33 SECONDS WEST (MEASURED) SOUTH 00 DEGREES 13 MINUTES 17 SECONDS WEST (RECORD PER BK 652, PG. 22, MARICOPA COUNTY RECORDS).

ZONING

ZONE: C-2 AND PAD
ZONING INFORMATION OBTAINED FROM ORDINANCE 2022-1541.

FINAL PLAT APPROVAL

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

BY: _____
MAYOR (JOE PIZZILLO)

ATTEST: _____
CLERK (DARGIE McCRACKEN)

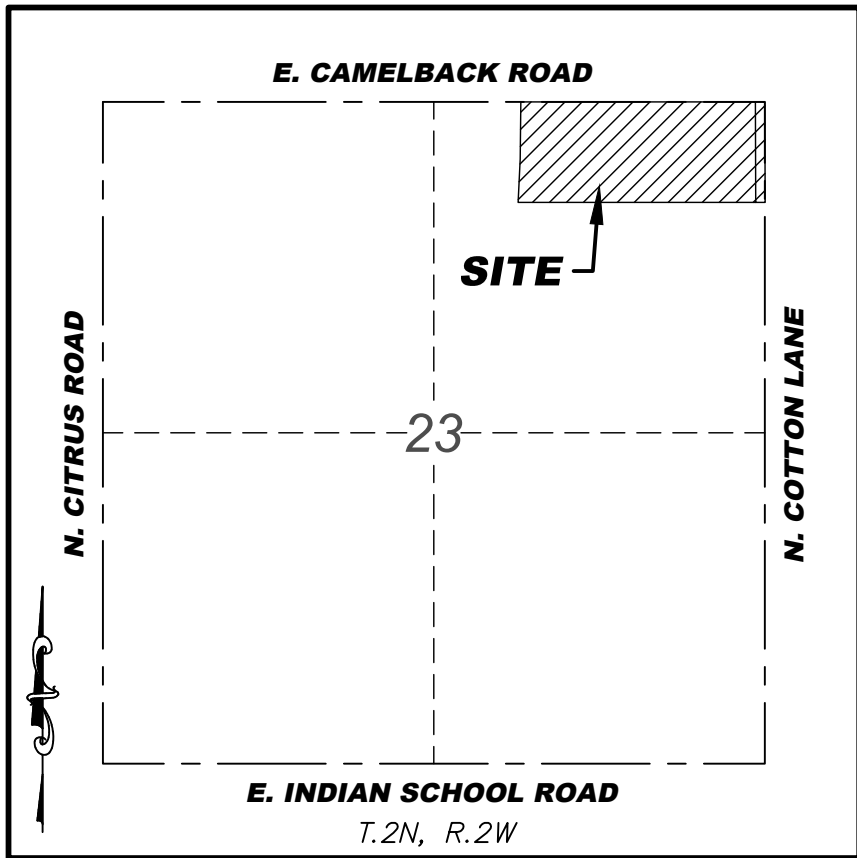
APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____
DAY OF _____, 20____

BY: _____
CITY ENGINEER (SUMEET MOHAN)

CERTIFICATION

I, MICHAEL A. BANTA, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT, CONSISTING OF THREE (3) SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2022; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS.

MICHAEL A. BANTA
22425 N. 16TH STREET, SUITE 1
PHOENIX, ARIZONA 85024
PHONE: 480-922-0780
MBANTA@RICKENGINEERING.COM



VICINITY MAP
N.T.S.

22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780

RICK
ENGINEERING COMPANY

rickengineering.com

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

DRAWN BY:

CHECKED BY:

CRS

MAB

SCALE:

DATE:

N.T.S.

3/24/2023

FINAL PLAT
"CAMELBACK 303"

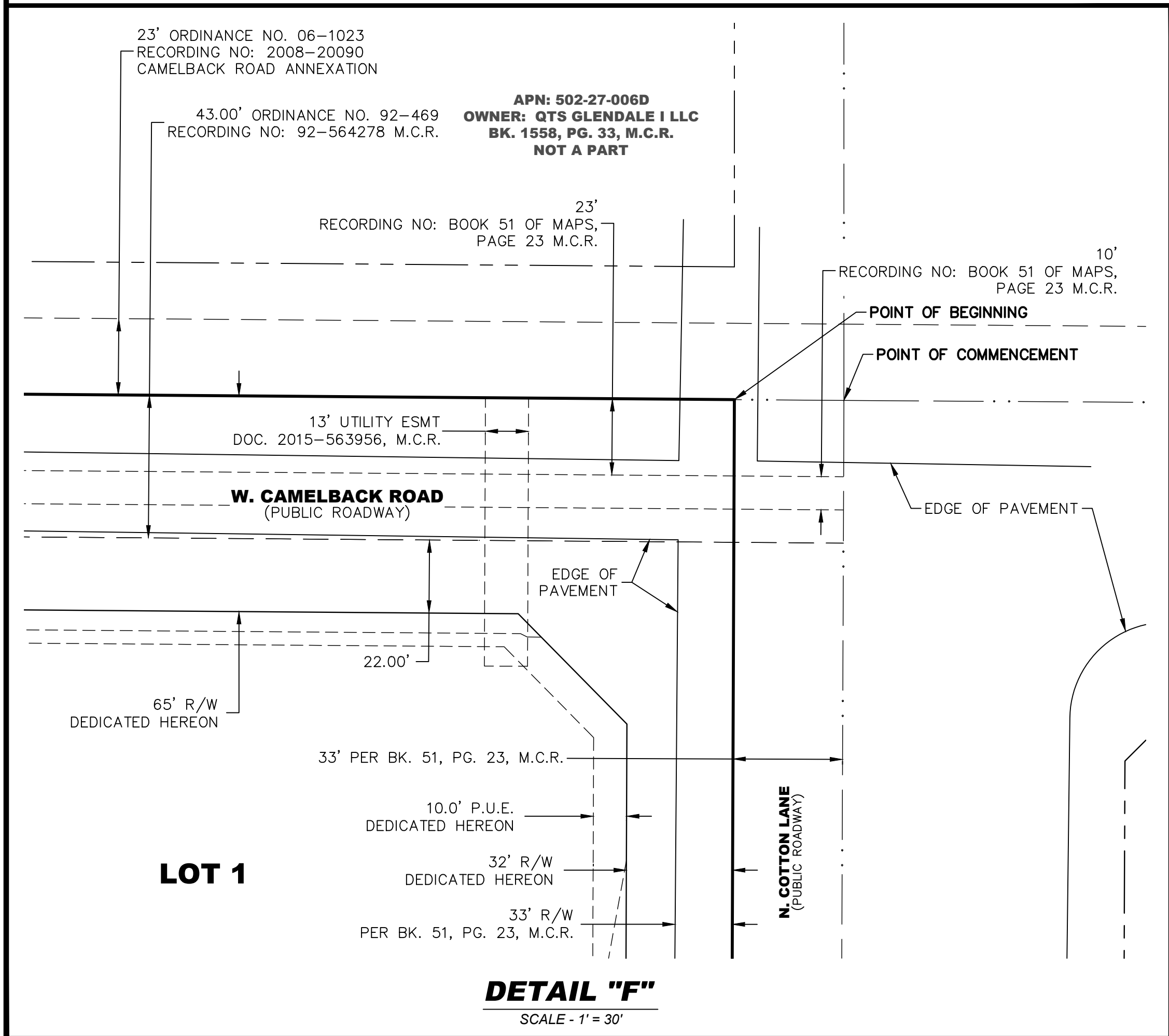
GOODYEAR, ARIZONA



PROJECT NO.

6048

SHEET NO. 1 OF 3



LEGEND

☑	FOUND CHISELED 'X'
●	FOUND BRASS CAP FLUSH
☑	FOUND BRASS CAP IN HANDHOLE
○	SET 1/2" REBAR WITH CAP RLS. 38175
⊙	FOUND 'PK' NAIL
●	FOUND 1/2" REBAR
(R)	RECORD DATA PER BK. 652, PG. 22, M.C.R.
(M)	MEASURED DATA PER THIS SURVEY
M.C.R.	MARICOPA COUNTY RECORDS
APN	ASSESSOR PARCEL NUMBER
R/W	RIGHT OF WAY
ESMT.	EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT

BOUNDARY LINE

SECTION LINE

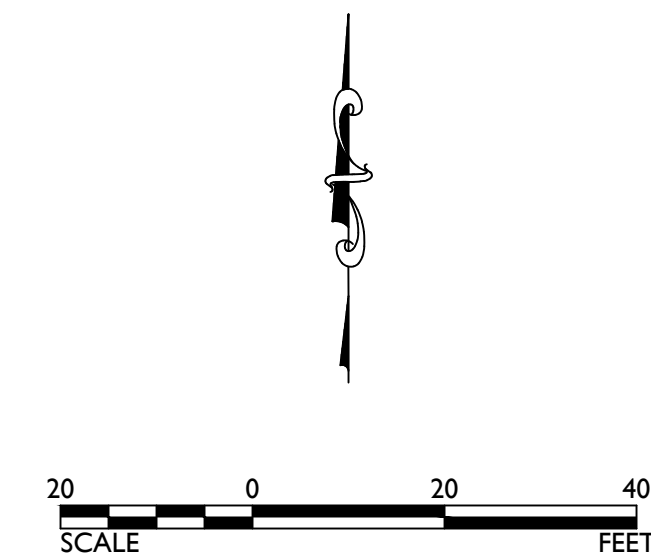
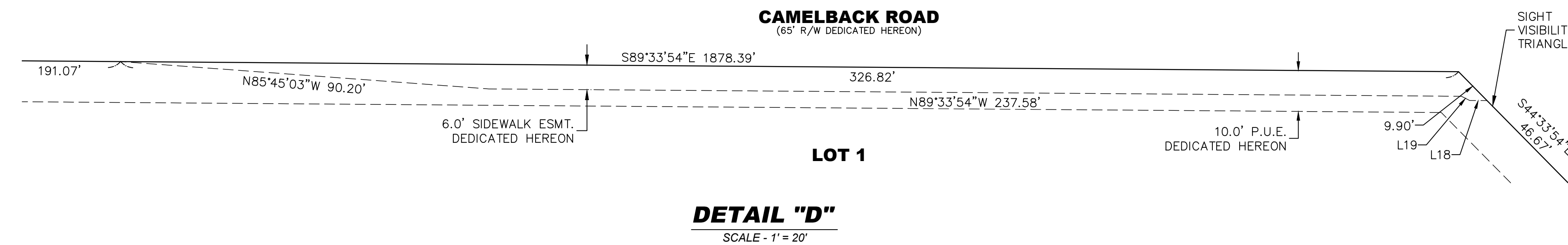
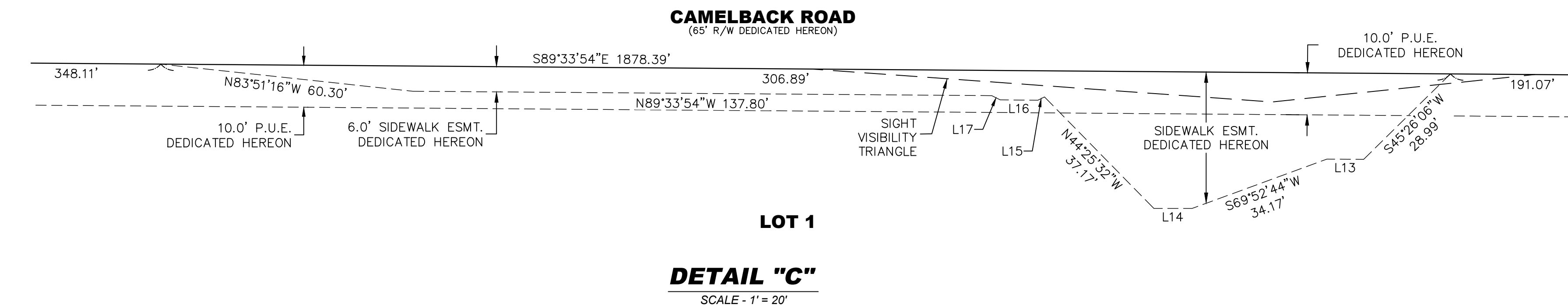
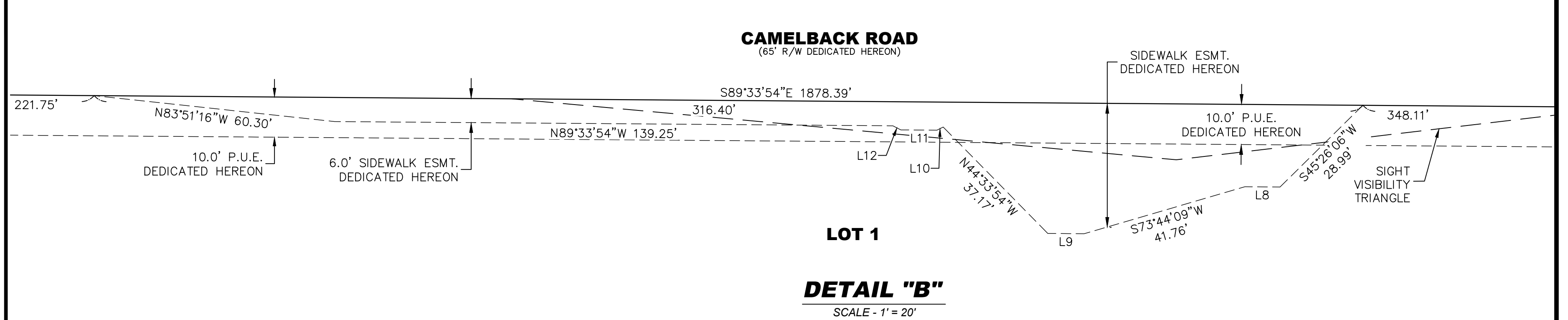
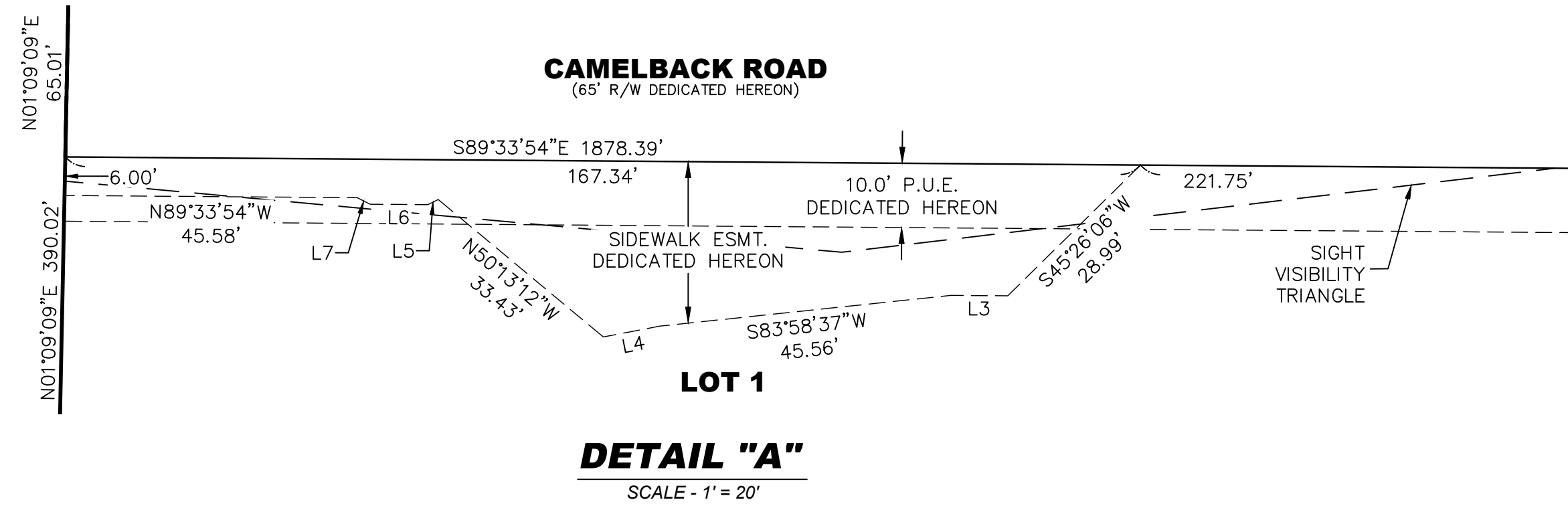
EASEMENT LINE

ADJACENT BOUNDARY LINE

RIGHT OF WAY LINE

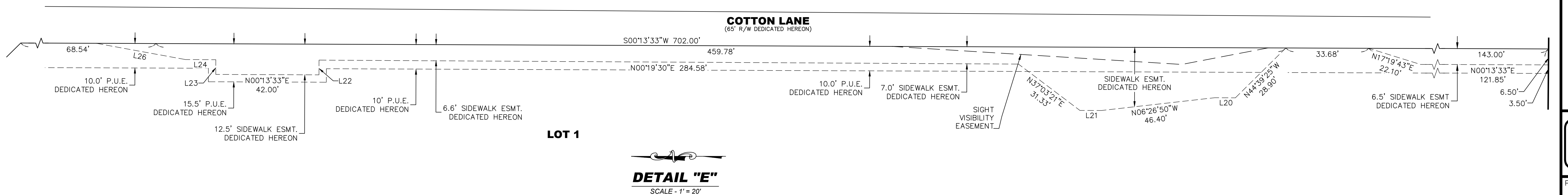
EDGE OF EXISTING PAVEMENT





LINE TABLE		
LINE	DIRECTION	LENGTH
L3	N89°33'54"W	8.86'
L4	S79°07'30"W	8.93'
L5	S63°52'12"W	1.82'
L6	N89°33'54"W	8.97'
L7	N63°00'00"W	2.24'
L8	N89°33'54"W	8.77'
L9	N89°33'54"W	9.06'
L10	S63°52'12"W	1.75'
L11	N89°33'54"W	8.97'
L12	N63°00'00"W	2.24'
L13	N89°33'54"W	8.73'
L14	N90°00'00"W	9.10'

LINE TABLE		
LINE	DIRECTION	LENGTH
L15	S63°46'40"W	1.74'
L16	N89°33'54"W	8.97'
L17	S63°05'14"W	2.24'
L18	N89°33'54"W	4.24'
L19	N63°00'00"W	2.24'
L20	N00°13'33"E	8.41'
L21	N00°13'33"E	8.75'
L22	S89°46'27"W	5.99'
L23	S89°46'27"E	6.00'
L24	N00°13'33"E	12.30'
L26	N10°20'43"E	36.99'



C:\RICK\Projects\P05500\6048_CottonLn_CamelbackRd\Survey\Drawing\6048 Final Plat_V6.dwg -- plotted by: crsullivan ON 2023-03-27 @ 12:14 -- ctb:sig bw.ctb -- © 2023 Rick Engineering Company

RICK
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780

RICK
ENGINEERING COMPANY

DRAWN BY:	CRS	SCALE:	1" = 20'
CHECKED BY:	MAR	DATE:	3/24/2023

FINAL PLAT

"CAMELBACK 303"

GOODYEAR, ARIZONA

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



Call 811 or click Arizona811.com

PROJECT NO.
6048
SHEET NO. 3 OF 3

ITEM #: 5.
DATE: 04/10/2023
AI #:1414



CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN BUCKEYE VALLEY FIRE DISTRICT AND THE CITY OF GOODYEAR FOR BACKUP AMBULANCE SERVICES

STAFF PRESENTER(S): Paul Luizzi, Fire Chief

SUMMARY

Ambulance service to the citizens of Goodyear is currently provided by the Goodyear Fire Department, Maricopa Ambulance and Mutual-Aid partners. This agreement will ensure uninterrupted ambulance transport services during times of peak overload, simultaneous emergencies, and during major emergency incidents.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management

RECOMMENDATION

Approve and authorize the City Manager or designee to enter into an Intergovernmental Agreement (IGA) between Buckeye Valley Fire District and the City of Goodyear providing backup ambulance transport services to Goodyear residents. (Paul Luizzi, Fire Chief)

FISCAL IMPACT

Each agency shall be responsible for the costs associated with providing ambulance transport services. There will be no financial impact to the Fire Department budget by entering into this agreement. Rates and costs associated with ambulance transport services are in compliance with applicable laws and will be billed accordingly.

BACKGROUND AND PREVIOUS ACTIONS

In 2003 City Council adopted Resolution 03-899 to execute an IGA with Buckeye Valley Fire District for back-up ambulance services.

STAFF ANALYSIS

The Buckeye Valley Fire District and the City of Goodyear have been partners since March of 1998. This agreement updates our previous back-up ambulance transport services agreement. Each agency will provide interim ambulance transport services during times of peak overload, simultaneous emergencies, and major emergency incidents, in accordance with Arizona Department of Emergency Medical Service Emergency Certificate of Necessity A.R.S 36-2234.

Attachments

Agreement

AMBULANCE BACK-UP AGREEMENT

This Ambulance Backup Agreement ("AGREEMENT") is entered into between the Buckeye Valley Fire District (District), a political subdivision of the State of Arizona and the City of Goodyear (City), a political subdivision of the State of Arizona all of whom are collectively referred to as the "Parties" or individually as "Party".

WHEREAS the District, and the City provide ambulance service within their respective Certificates of Necessities (CON), and

WHEREAS the District and the City realize that a major emergency or simultaneous emergencies could overtax available equipment and resources within their CON service areas.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein the Parties agree to as follows:

ARTICLE 1 - TERM

1.1 Term. The effective date of this Agreement shall be April 1, 2023, and shall renew automatically annually unless terminated by the Parties. Either Party may terminate this Agreement with ninety (90) days prior written notice, with or without cause.

ARTICLE 2 - DUTIES AND LIMITATIONS

2.1 Services provided. Subject to such limitations as may be imposed by law and this Agreement, the District and City are hereby authorized, empowered, and directed to provide ALS and BLS ambulance services in each other's CON, as requested by the other Party, to cover responses during times of peak overload, simultaneous emergencies, or major emergencies when resources in the system are over backup capability. This backup agreement shall only be for those areas where Parties CON's are in effect, as modified from time to time.

2.2 Requests.

A. The "Answering Agency" is the Agency that responds to the request for emergency medical services or non-emergency medical services.

B. The "Requesting Agency" is the Agency requesting medical transportation services assistance under this Agreement.

C. An authorized official representing a Requesting Agency shall make all requests for aid. Each request for aid is subject to approval by an official of the Answering Agency, without charge to the Requesting Agency, and with the understanding that personnel and equipment of the Answering Agency shall be subject only to the liability, workers' compensation, and/or other insurance of that Answering Agency.

D. Any request for assistance hereunder should include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and response personnel are to be dispatched. However, an official of the Answering Agency shall determine the type and quantity of equipment and personnel to be furnished. The equipment and personnel of the Answering Agency shall at all times be under the supervision and control of the official(s) of that answering Agency.

E. When emergency medical services are requested, the Answering Agency shall have its personnel report to the Incident Commander ("IC") or other scene commander at the location to which the equipment and personnel are dispatched. All activities shall be coordinated with the IC. Though coordination of activities occurs by the IC, the equipment and personnel of the Answering Agency shall be under the ultimate supervision of the designated personnel of the Answering Agency. The personnel of the Answering Agency shall coordinate the Answering Agency's efforts with the IC.

F. At no time shall the Answering Agency be expected to operate contrary to standing orders or protocols of its physician advisor, company policies, operating licenses, or federal or state regulations, except as specifically provided for in writing by local, state, or federal authority and/or except when destination policies are otherwise modified as necessary.

G. If at any time the Answering Agency responds to a mutual aid call for emergency medical services where the Requesting Agency is not at the scene, the Answering Agency will follow the treatment protocols and procedures of its physician advisor or other medical control, pursuant to the applicable Incident Command System. Response personnel shall contact the medical base of their own Agency for further orders and designation sites.

H. It is agreed that the Answering Agency shall not be responsible for any response time compliance or penalties under this Agreement. The personnel of each Agency, while engaged in performing any mutual aid service, activity, or undertaking under provisions of this Agreement, shall have and retain all rights and privileges notwithstanding that mutual aid service is being performed in or for the other Agency. Additionally, the Answering Agency's physician advisor and appropriate medical protocols shall govern the Answering Agency's actions.

I. The Answering Agency shall be responsible for all Patient and third-party billing and agrees that the rates to be billed shall comply with applicable laws.

Article 3 - MISCELLANEOUS

3.1 Headings. Section headings contained in this Agreement are for reference purposes only and shall not affect in any way meaning or interpretation of this Agreement.

3.2 Entire Agreement: Modification. This Agreement contains the complete expression of the agreement between the Parties with respect to the subject matter hereof and there are no promises, representations, or inducements except as herein provided. The terms and provisions of this Agreement may not be modified, supplemented, or amended except in writing signed by both Parties hereto. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be unenforceable by the respective successors and permitted assigns of the Parties hereto.

3.3 No Waiver. Failure by either party hereto to enforce at any time or for any period any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision.

3.4 Governing Law. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona notwithstanding the conflict of law principals of such state. Any arbitration or litigation shall be conducted in Maricopa County, Arizona. The prevailing party in any litigation concerning this Agreement shall be entitled to reimbursement of its reasonable costs, including legal and accounting fees, incurred in connection with any such matter.

3.5 Conflict of Interest. The District reserves the right to cancel this Agreement for possible conflicts of interest pursuant to A.R.S. §38-511, as amended.

3.6 Indemnification. In regard to performance of this Agreement, the District and the City agree to indemnify and save harmless the other party from and against all claims, suits, damages, liabilities, losses, and expenses arising out of or resulting from (i) damage to, or loss of use of, the other Party's property incurred by reason of the negligent act or omission of the indemnifying Party, (ii) injury or death of a third party which is a result of the negligent act or omission of the indemnifying party in the course of performance of this Agreement, or (iii) the indemnifying Party's failure to comply with any applicable laws or regulations. Notwithstanding the above, nothing herein shall be construed to modify the gross negligence standard of A.R.S. § 48-818.

3.7 Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

3.8 Notices. All notices from the Parties shall be mailed or hand-delivered to:

Buckeye Valley Fire District

18818 North Spanish Garden Drive Sun City West, Arizona 85375

Attention: Fire Chief

City of Goodyear

14455 W. Van Buren St.

Suite E-102

Goodyear, AZ 85338

Attention: Fire Chief

3.9 Privacy. Each Party acknowledges that it or its employees or agents may, in the performance of its obligations under this Agreement, come into possession of information that is confidential or privileged. In that event, said Party shall maintain the private or confidential nature of that information. In addition, each Party agrees to execute a Business Associate Agreement if required by the other Party.

3.10 Israel Boycott. The City hereby certifies that it is not currently engaged in and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

3.11 Legal Arizona Workers Act. The Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the a-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). The City of Goodyear further agree to ensure that each subcontractor that performs any work on behalf of City of Goodyear under this Agreement likewise complies with the state and federal immigration laws.

A breach by the City of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the City may be subject to penalties up to and including termination of the Agreement.

The District retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that City is complying with the warranties regarding compliance with the state and federal immigration laws.

IN WITNESS WHEREOF the Parties hereto have placed signatures on the day and year noted below.

Buckeye Valley Fire District

By:

Mark Burdick

Its: Fire Chief

Date: _____

Approved as to form:

By:

Lee Miller

Its: Attorney

Date: _____

City of Goodyear:

By:

Name: _____

Title: _____

Date: _____

Approved as to form:

By:

Its: Attorney

ITEM #: 6.
DATE: 04/10/2023
AI #:1416



CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF PROLOGIS 303 GOODYEAR

STAFF PRESENTER(S): Marty Crossland, Interim Deputy Director of Development Engineering

OTHER PRESENTER(S):

Nicholas Brown, PE, Wood, Patel & Associates, Inc.

SUMMARY

A final plat subdividing approximately 114.1 acres into 2 lots and 0 tracts at the intersection of N. Cotton Lane and W. Camelback Road.

STRATEGIC PLAN ALIGNMENT



Economic
Vitality

RECOMMENDATION

Approve the Final Plat for Prologis 303 Goodyear subdividing approximately 114.1 acres into two (2) lots (the "Property"). (Marty Crossland, Interim Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to the Final Plat for Prologis 303 Goodyear required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat for Prologis 303 Goodyear; and
2. Prior to recordation of the Final Plat for Prologis 303 Goodyear (the "Final Plat"), Owner shall submit an updated title report for the property included within such final plat (the "Property") and shall modify the Final 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 all or part of the Property; and
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; and

4. Owner is responsible for a proportionate share of the costs of a full (all four legs) traffic signal at the intersection identified below. Owner shall make an in-lieu payment for the cost of traffic signal adjacent to the Property. The in-lieu payment shall be made prior to the recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any construction permits for work within the Property, whichever is earlier. 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.

- 25% of the Full Cost of a Traffic Signal (all four legs) at the Intersection of N. Cotton Lane and W. Minnezona Ave.; and

5. Unless constructed or being constructed by others, Owner shall, at no cost to the City, design and construct full half-street improvements for the west half of the section of N. Cotton Lane along or adjacent to the frontage of the Property required for a Major Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed (the "Cotton Lane Improvements"). The Cotton Lane Improvements to be constructed include, but are not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. 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 Cotton Lane Improvements shall be completed in connection prior to the issuance of any certificate of occupancy for any building within the Property. If the Cotton Lane Improvements have been constructed or are being constructed by others, Owner shall remit a payment to the city in the amount of the actual costs incurred in the design and construction such infrastructure improvements if completed or, if not completed, the payment shall be in the amount of an engineer's estimate of the costs as approved by the Goodyear City Engineer or his/her designee. If a payment of the Cotton Lane Improvements is required as provided herein, it shall be paid prior to the issuance of any construction permit for any work within the Property; and

6. In addition to constructing the infrastructure improvements specifically identified herein, Owner shall design and construct, at no cost to the City, all infrastructure improvements identified by the City as being needed to provide water and sewer services to the Property, if the Property is within the City's service area, and all infrastructure improvements required to be constructed pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of Property within the City of Goodyear, 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

7. Prior to recordation of the Final Plat for Prologis 303 Goodyear, the Property owner shall execute an avigation easement over the Property, in a form approved by the City Attorney or designee; record such avigation easement in the Maricopa County Recorder's office and provide the Development Services Director, or his designee, with a copy of the recorded easement.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The Property was rezoned in 2018 from Light Industrial (I-1) and General Commercial (C-2) zoning districts with a Final Planned Area Development (PAD) overlay to allow for a development known as Camelback 303 Commerce Park to the I-1, Light Industrial Park Zoning District by Ordinance 2018-1415 adopted on November 26, 2018 and recorded on November 29, 2018, with Maricopa County Recorder instrument number 20180878064.

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 Map

Final Plat for Prologis 303 Goodyear



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

DEDICATION

THAT LIBERTY PROPERTY LIMITED PARTNERSHIP, A PENNSYLVANIA LIMITED PARTNERSHIP AND ARIZONA AMERICAN WATER COMPANY, INC., AN ARIZONA CORPORATION (OWNERS), HAVE SUBDIVIDED UNDER THE NAME OF "PROLOGIS 303 GOODYEAR", LYING WITHIN A PORTION OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, EASEMENTS AND STREET CONSTITUTING THE SAME. EACH LOT, EASEMENT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

LIBERTY PROPERTY LIMITED PARTNERSHIP, A PENNSYLVANIA LIMITED PARTNERSHIP, AS OWNER OF LOT 1, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS OR PORTIONS THEREOF DESIGNATED AS R/W DEDICATED HEREIN SHOWN ON SAID PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREON.

LIBERTY PROPERTY LIMITED PARTNERSHIP, A PENNSYLVANIA LIMITED PARTNERSHIP, AS OWNER OF LOTS 1 AND 2, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER, AND UNDER THOSE AREAS IN LOTS 1 AND 2 DESIGNATED AS "PUE", AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, INSPECTING, MAINTAINING, REPLACING, AND OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

LIBERTY PROPERTY LIMITED PARTNERSHIP, A PENNSYLVANIA LIMITED PARTNERSHIP, AS OWNER OF LOT 1, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY A NON-EXCLUSIVE EMERGENCY SERVICES ACCESS EASEMENT OVER, ACROSS AND THROUGH ALL AREAS WITHIN LOT 1 IDENTIFIED AS "EVA" AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "EASEMENT AREA") FOR THE PURPOSES OF PROVIDING INGRESS AND EGRESS FOR EMERGENCY SERVICE PROVIDERS TO RESPOND TO CALLS FOR EMERGENCY SERVICES AND TO ALLOW THE CITY, INCLUDING ITS CONTRACTORS, THE RIGHT, BUT NOT THE OBLIGATION TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACE IMPROVEMENTS WITHIN THE EASEMENT AREA AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS. LIBERTY PROPERTY LIMITED PARTNERSHIP, A PENNSYLVANIA LIMITED PARTNERSHIP, AS OWNER OF LOT 1, AND ALL SUCCESSORS AND ASSIGNS IN INTEREST TO LOT 1 SHALL CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT AREA CONSISTENT WITH ALL APPLICABLE FEDERAL, STATE AND/OR LOCATE LAWS, ORDINANCE, POLICIES, PROCEDURES OR OTHER REQUIREMENTS APPLICABLE TO EMERGENCY ACCESS WAYS, INCLUDING BY WAY OF EXAMPLE, THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUALS FOR IMPROVEMENTS FOR EMERGENCY ACCESS (THE "EMERGENCY ACCESS ROAD"). LIBERTY PROPERTY LIMITED PARTNERSHIP, A PENNSYLVANIA LIMITED PARTNERSHIP, AS OWNER OF LOT 1, AND ALL SUCCESSORS AND ASSIGNS IN INTEREST TO LOT 1 SHALL MAINTAIN THE EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION AND SHALL REPAIR AND REPLACE THE EMERGENCY ACCESS ROAD AS NEEDED TO THAT IT IS IN GOOD CONDITION AND TRAVERSABLE AT ALL TIMES. THE EMERGENCY SERVICES ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON LIBERTY PROPERTY LIMITED PARTNERSHIP, A PENNSYLVANIA LIMITED PARTNERSHIP, AS OWNER OF LOT 1 AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF LOT 1.

LIBERTY PROPERTY LIMITED PARTNERSHIP, A PENNSYLVANIA LIMITED PARTNERSHIP, AS OWNER OF LOT 1, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITEES, WASTEWATER LINE AND ACCESS EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN LOT 1 DESIGNATED AS "SE" DESIGNATED HEREON AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WASTEWATER LINE AND ACCESS EASEMENT AREAS"). THE WASTEWATER LINE AND ACCESS EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WASTEWATER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER LINE AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER LINE 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 WASTEWATER LINE AND ACCESS EASEMENT AREAS AND THE WASTEWATER LINE 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 WASTEWATER 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 WASTEWATER LINE 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 WASTEWATER 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 WASTEWATER LINE 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 WASTEWATER LINE AND ACCESS EASEMENT AREAS.

LIBERTY PROPERTY LIMITED PARTNERSHIP, A PENNSYLVANIA LIMITED PARTNERSHIP ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITEES, WASTEWATER LINE AND ACCESS EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN LOT 1 DESIGNATED AS "SE" DESIGNATED HEREON AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WASTEWATER LINE AND ACCESS EASEMENT AREAS"). THE WASTEWATER LINE AND ACCESS EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WASTEWATER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER LINE AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER LINE 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 WASTEWATER LINE AND ACCESS EASEMENT AREAS AND THE WASTEWATER LINE 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 WASTEWATER 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 WASTEWATER LINE 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 WASTEWATER 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 WASTEWATER LINE 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 WASTEWATER LINE AND ACCESS EASEMENT AREAS.

SIGNATURE OF THE UNDERSIGNED OFFICERS THEREUNTO DULY AUTHORIZED TO DO SO.

LIBERTY PROPERTY LIMITED PARTNERSHIP, A PENNSYLVANIA LIMITED PARTNERSHIP

BY: _____ DATE: _____

NAME: _____

ITS: _____

FINAL PLAT
FOR
PROLOGIS 303 GOODYEAR

LYING WITHIN A PORTION OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTERS
OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

AREA TABLE		
	AREA SQUARE FEET	AREA ACRES
R/W	61,022	1.4009
LOT 1	3,3437,261	78.9086
LOT 2	1,451,129	33.3133
OVERALL	4,949,411	113.6229
NET	4,888,389	112.2220

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N41°36'28"E	79.05'	L12	N00°13'28"E	261.56'
L2	N35°13'14"E	401.83'	L13	N04°02'11"E	105.29'
L3	N26°05'50"E	321.74'	L14	N02°38'17"W	140.17'
L4	N17°29'27"E	287.66'	L15	N00°13'28"E	150.00'
L5	N09°46'10"E	364.84'	L16	N05°56'06"E	70.35'
L6	N07°03'33"E	382.56'	L17	S86°17'04"E	73.01'
L7	N04°42'11"E	325.91'	L18	S42°47'11"W	100.00'
L8	N03°08'17"E	160.20'	L19	S47°12'49"E	100.00'
L9	N89°46'32"W	32.00'	L20	S89°46'32"E	33.00'
L10	S45°19'16"W	46.59'	L21	S00°13'28"W	73.22'
L11	N89°34'56"W	242.23'			

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	LENGTH
C1	47°35'56"	800.00'	664.61'	S66° 37' 06"W	664.61'
C2	47°35'56"	760.00'	631.38'	S66° 37' 06"W	631.38'
C3	47°35'56"	720.00'	598.15'	S66° 37' 06"W	598.15'

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____ AS _____ OF LIBERTY PROPERTY LIMITED PARTNERSHIP, A PENNSYLVANIA LIMITED PARTNERSHIP.

NOTARY PUBLIC

FINAL PLAT APPROVAL

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

BY: _____
JOE PIZZILLO, MAYOR

ATTEST: _____
DARCIE McCRAKEN, CITY CLERK

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

BY: _____
SUMEET MOHAN, CITY ENGINEER

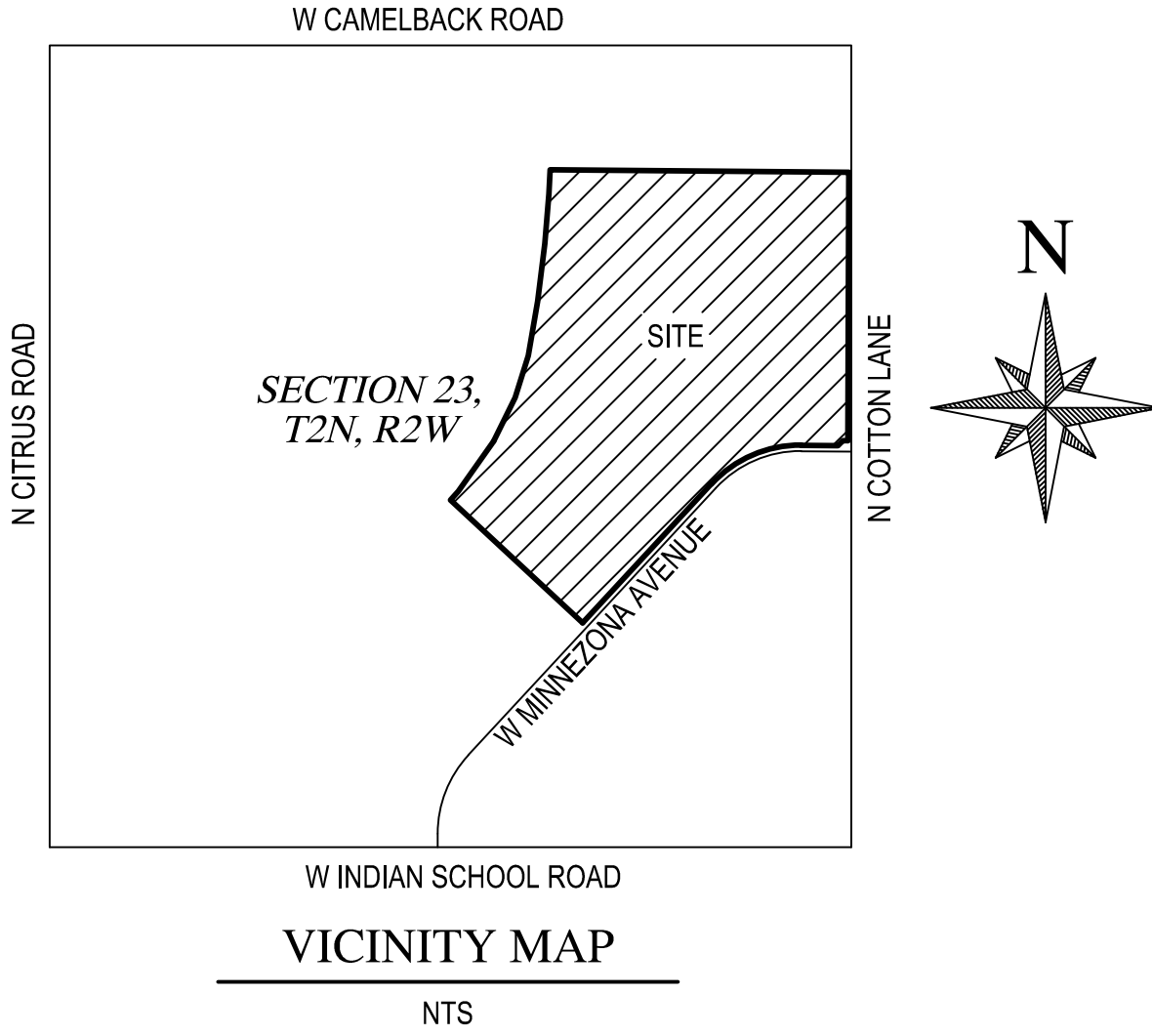
NOTES

- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTION OR RECONSTRUCTING UTILITY FACILITIES.
- 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 OR EASEMENTS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
 - THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
 - DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
 - MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATIONS OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
 - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
 - IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
- 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.
- THIS SUBDIVISION IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER AFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT OR LUKE AIR FORCE BASE.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACE UNDERGROUND EXCLUDING POWER LINES 69 KV AND LARGER.
- 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.
- 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 THE DEVELOPMENT.
- THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH A USE.
- THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON LOOP 303.

CERTIFICATE OF ASSURED WATER SUPPLY

THIS DEVELOPMENT IS LOCATED WITHIN THE SERVICE AREA OF EPCOR WATER COMPANY, INC. AND HAS BEEN GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR).

MANAGER: _____ DATE: _____
EPCOR WATER COMPANY, INC.



OWNER/DEVELOPER

LIBERTY PROPERTY LIMITED PARTNERSHIP, LP
2525 EAST CAMELBACK ROAD, SUITE 400
PHOENIX, ARIZONA 85016
480.860.3165
CONTACT: JIM AUNGST

ENGINEER

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
602.335.8500
CONTACT: NICHOLAS BROWN, PE

UTILITY PROVIDERS

ELECTRIC APS
GAS SOUTHWEST GAS
WATER EPCOR WATER
SEWER CITY OF GOODYEAR
COMMUNICATIONS CENTURY LINK
COMMUNICATIONS MCI
COMMUNICATIONS PAULEY FIBER

SHEET INDEX

1	COVER SHEET
2	KEY MAP, LINE TABLE, LOT AREA TABLE & LEGEND
3	PLAN SHEET - EXISTING EASEMENTS
4	PLAN SHEET - EXISTING EASEMENTS
5	PLAN SHEET - DEDICATED EASEMENTS
6	PLAN SHEET - DEDICATED EASEMENTS

BASIS OF BEARING

NATIONAL GEODETIC SURVEY (NGS) GEODETIC NORTH BASED ON:

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT) GEODETIC DENSIFICATION AND CADASTRAL SURVEY (GDACS) WEBSITE WWW.MCDOT.MARICOPA.GOV, UNDER THE SURVEY INFORMATION LINK ON AUGUST 30, 2017.

PROJECTION: CENTRAL ZONE, NAD 83, (EPOCH 2010)
DATUM: GRS-80
UNITS: INTERNATIONAL FEET
GEOID MODEL: GEOID 2012A
CONTROL POINT: 4DD1
PID: AJ3840
LATITUDE: N33°30'29.70323"
LONGITUDE: W112°27'29.03225"
ELLIPSOID HEIGHT: 313.232 (METERS)
DESCRIPTION: STAINLESS STEEL ROD WITH ALUMINUM CAP STAMPED 4DD1 1999

MODIFIED TO GROUND AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST, BEING A 3" CITY OF GOODYEAR BRASS CAP IN HANDHOLE DOWN 0.7", HAVING A COORDINATE VALUE OF (GRID) N: 912802.662, E: 544490.891, AND USING A SCALE FACTOR OF 1.0001193914.

HORIZONTAL ADJUSTMENT: NONE
HORIZONTAL ROTATION: NONE

CERTIFICATION

I, BRIAN J. DIEHL, OF WOOD, PATEL & ASSOCIATES, INC., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF SIX (6) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC., DURING THE MONTH OF JUNE, 2019; THAT THE SURVEY IS CORRECT AND ACCURATE; THAT THE SURVEY MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRIAN J. DIEHL, RLS 23945
WOOD, PATEL & ASSOCIATES, INC.
1630 SOUTH STAPLEY DRIVE - SUITE 219
MESA, ARIZONA 85204
480.834.3300
SURVEYOR@WOODPATEL.COM

FINAL PLAT

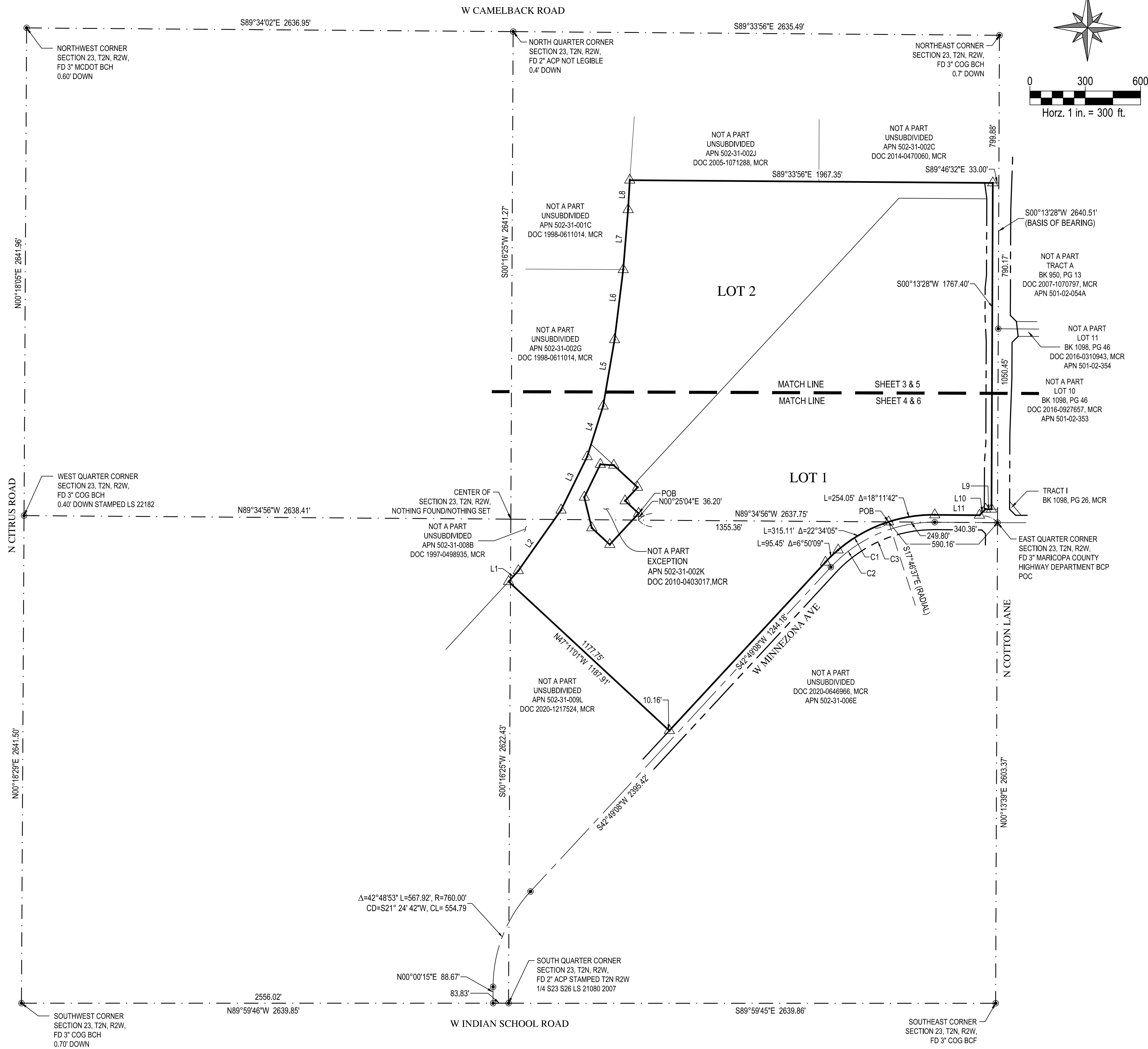
PROLOGIS 303 GOODYEAR
LYING WITHIN A PORTION OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



CHECKED BY	BJD
CAD TECHNICIAN	RWK/MJS
SCALE	NTS
DATE	03/30/2023
JOB NUMBER	WP# 174737.07
SHEET	1 OF 6

KEY MAP

SCALE 1" = 300'



LEGEND

△	SUBDIVISION CORNER
●	SURVEY MONUMENT FOUND AS NOTED
ACP	ALUMINUM CAP IN POTHOLE
AE	ACCESS EASEMENT
APN	ASSESSORS PARCEL NUMBER
APZ	ACCIDENT POTENTIAL ZONE
BCH	BRASS CAP IN HANDHOLE
BCP	BRASS CAP IN POTHOLE
BK	BOOK
BS	BUILDING SETBACK
COG	CITY OF GOODYEAR
DOC	DOCUMENT
EE	ELECTRICAL EASEMENT
EX	EXISTING
EVA	EMERGENCY VEHICLE ACCESS EASEMENT
FD	FOUND
INST	INSTRUMENT
MCR	MARICOPA COUNTY RECORDS
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
SE	SEWER EASEMENT
SWE	SIDEWALK EASEMENT
TAE	TEMPORARY ACCESS EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
TDE	TEMPORARY DRAINAGE EASEMENT
WE	WATER EASEMENT
WLE	WATER LINE EASEMENT
---	LOT LINE
---	CENTERLINE
---	BOUNDARY LINE
---	EASEMENT LINE
---	RIGHT-OF-WAY
---	SECTION LINE

DESCRIPTION

That certain parcel of land recorded in Document 2022-0097318, Maricopa County Records (MCR) and a portion of that certain parcel of land recorded in Document 2007-0128463, MCR, lying within Section 23, Township 2 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, a 3-inch Maricopa County Highway Department (MCHD) brass cap flush, from which the northeast corner of said section, a 3-inch City of Goodyear brass cap in handhole, bears North 00°13'28" East (basis of bearing), a distance of 2640.51 feet;
THENCE along the east-west mid-section line of said section, North 89°34'56" West, a distance of 590.16 feet, to the northerly line of that certain parcel of land, recorded in Document 2010-0872255, MCR, a point of intersection with a non-tangent curve and the POINT OF BEGINNING;
THENCE leaving said mid-section line, along said northerly line, southwesterly along said non-tangent curve to the left, having a radius of 800.00 feet, concave southeasterly, whose radius bears South 17°46'37" East, through a central angle of 22°34'05", a distance of 315.11 feet, to the most northerly corner of said certain parcel of land recorded in Document 2022-0097318, MCR;
THENCE leaving said northerly line, along the southerly line of said certain parcel of land recorded in Document 2022-0097318, MCR, continuing southwesterly along said curve to the left, having a radius of 800.00 feet, concave southeasterly, whose radius bears South 40°20'43" East, through a central angle of 06°50'09", a distance of 95.45 feet, to the curves end;
THENCE South 42°49'08" West, a distance of 1244.18 feet, to the southwest corner of said certain parcel of land;
THENCE leaving said southerly line, along the southwesterly line of said certain parcel of land, North 47°11'01" West, a distance of 10.16 feet, to the northwest corner of said certain parcel of land;
THENCE leaving said southwesterly line, along the southwesterly line of said certain parcel of land recorded in Document 2007-0128463, MCR, North 47°11'01" West, a distance of 1177.75 feet, to the most westerly corner of said certain parcel of land;
THENCE leaving said southwesterly line, along the westerly line of said certain parcel of land, North 41°38'26" East, a distance of 79.05 feet;
THENCE North 35°13'14" East, a distance of 401.83 feet;
THENCE North 26°05'50" East, a distance of 321.74 feet;
THENCE North 17°29'27" East, a distance of 287.66 feet;
THENCE North 09°46'10" East, a distance of 364.84 feet;
THENCE North 07°03'33" East, a distance of 382.58 feet;
THENCE North 04°42'11" East, a distance of 325.91 feet;
THENCE North 03°08'17" East, a distance of 160.20 feet, to the northwest corner of said certain parcel of land;
THENCE leaving said westerly line, along the north line of said certain parcel of land, South 89°33'56" East, a distance of 1967.35 feet, to the northeast corner of said certain parcel of land;
THENCE leaving said north line, along the east line of said certain parcel of land, South 00°13'28" West, a distance of 1767.40 feet, to the northeast corner of said certain parcel of land recorded in Document 2010-0872255, MCR;
THENCE leaving said east line, along the northerly line of said certain parcel of land, North 89°46'32" West, a distance of 32.00 feet;
THENCE South 45°19'16" West, a distance of 46.59 feet;
THENCE North 89°34'56" West, a distance of 242.23 feet, to the beginning of a curve;
THENCE westerly along said curve to the left, having a radius of 800.00 feet, concave southerly, through a central angle of 18°11'42", a distance of 254.05 feet, to the POINT OF BEGINNING.

EXCEPTING THEREFROM

That certain parcel of land recorded in Document 2010-0403017, MCR, lying within the northeast quarter of Section 23, Township 2 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, secondarily described as follows:

COMMENCING at the east quarter corner of said Section 23;
THENCE along the east-west mid-section line of said section, North 89°34'56" West, a distance of 1945.52 feet;
THENCE leaving said mid-section line, North 00°25'04" East, a distance of 36.20 feet, to the easterly most corner of said certain parcel of land and the POINT OF BEGINNING;
THENCE along the southeasterly line of said certain parcel of land, South 42°47'11" West, a distance of 230.00 feet, to the southerly most corner of said certain parcel of land;
THENCE leaving said southeasterly line, along the westerly line of said certain parcel of land, North 47°12'49" West, a distance of 133.19 feet;
THENCE North 13°42'31" West, a distance of 170.87 feet;
THENCE North 26°05'09" East, a distance of 198.01 feet, to the northerly most corner of said certain parcel of land;
THENCE leaving said westerly line, along the northeasterly line of said certain parcel of land, South 86°17'04" East, a distance of 73.01 feet;
THENCE South 47°12'49" East, a distance of 175.89 feet;
THENCE South 42°47'11" West, a distance of 100.00 feet;
THENCE South 47°12'49" East, a distance of 100.00 feet, to the POINT OF BEGINNING.

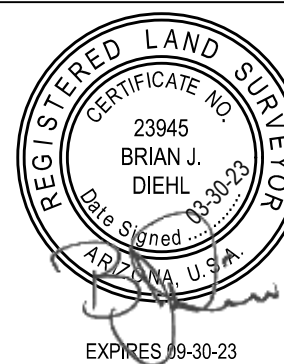
WOOD
PATEL

Wood, Patel & Associates, Inc.
Civil Engineering
Water Resources
Land Survey
Construction Management
602.335.8500
www.woodpatel.com

FINAL PLAT

PROLOGIS 303 GOODYEAR

LYING WITHIN A PORTION OF THE NORTHEAST AND SOUTHWEST QUARTERS OF SECTION 23,
TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



CHECKED BY	BJD
CAD TECHNICIAN	RWK/MJS
SCALE	NTS
DATE	03/30/2023
JOB NUMBER	WP# 174737.07
SHEET	2 OF 6

2:20 PM 1/27/23 Survey/Plan/Plot/Print/Job Log



PROLOGIS 303 GOODYEAR

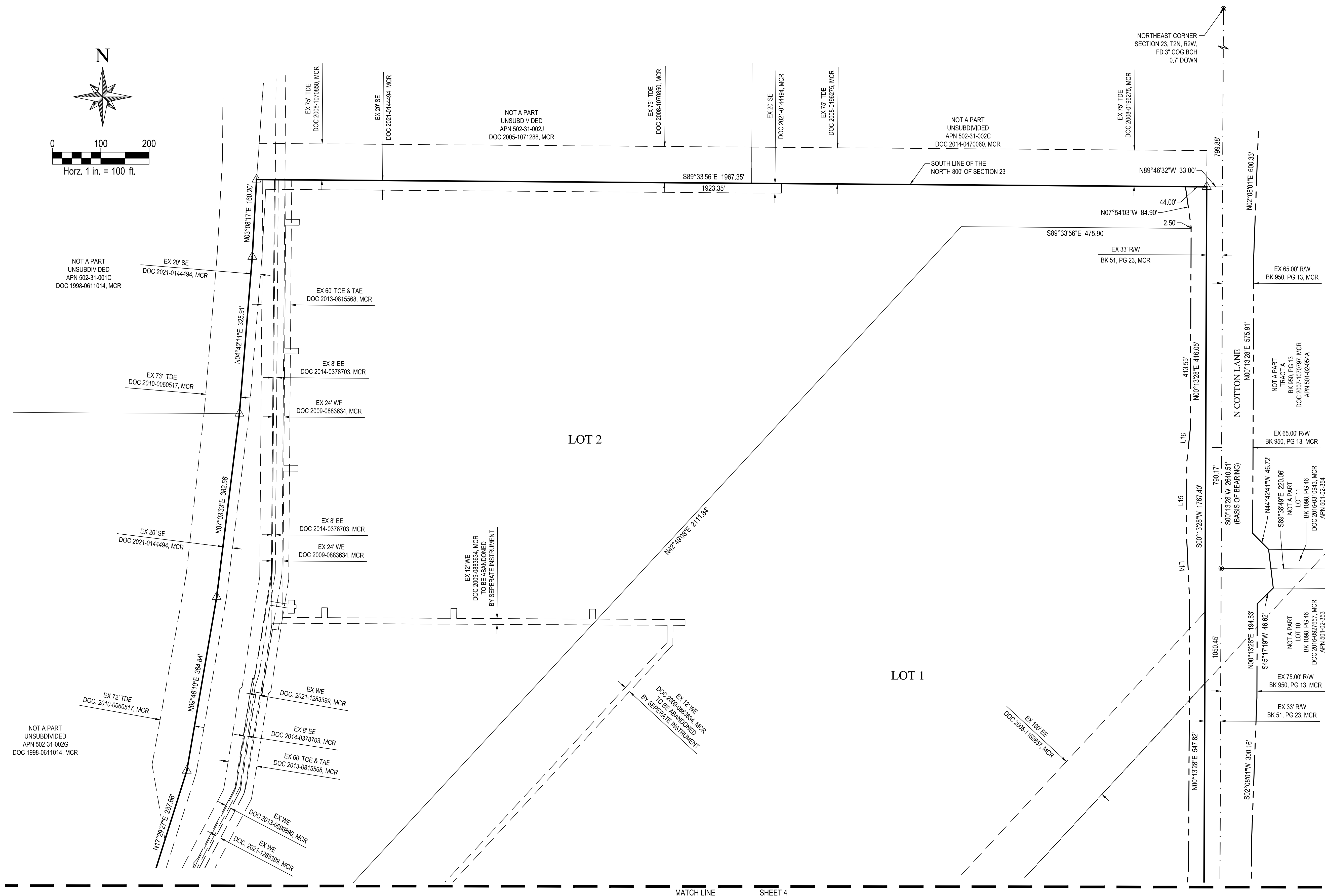
PRULOGIS 303 GOODYEAR
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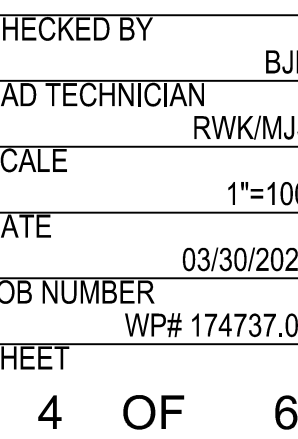
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CAD TECHNICIAN	RWK/MJS
SCALE	1"=100'
DATE	03/30/2023
JOB NUMBER	WP# 174737.0
SHEET	3 OF 6

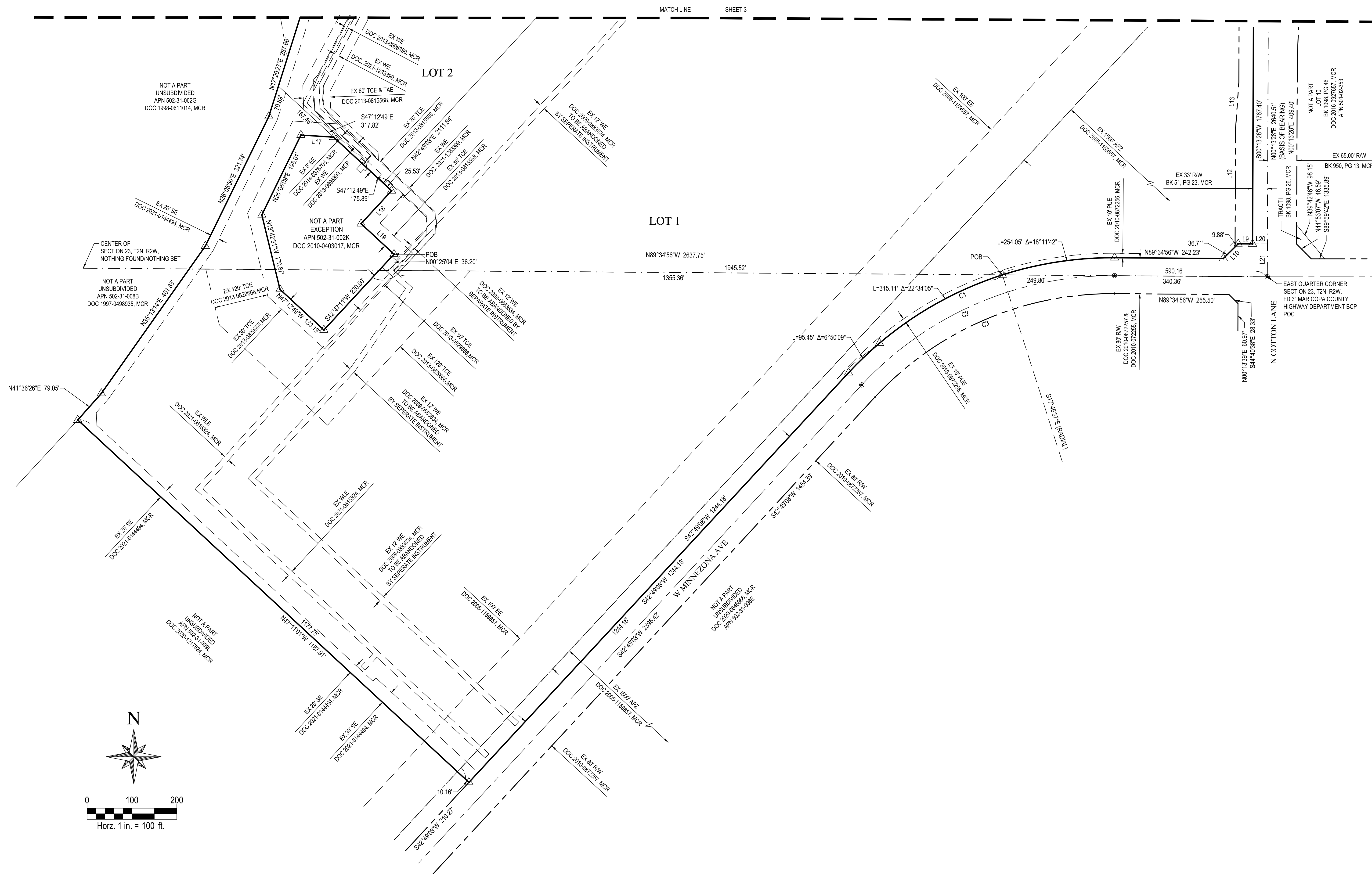
EXISTING EASEMENTS



LYING WITHIN A PORTION OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 23,
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EXISTING EASEMENTS

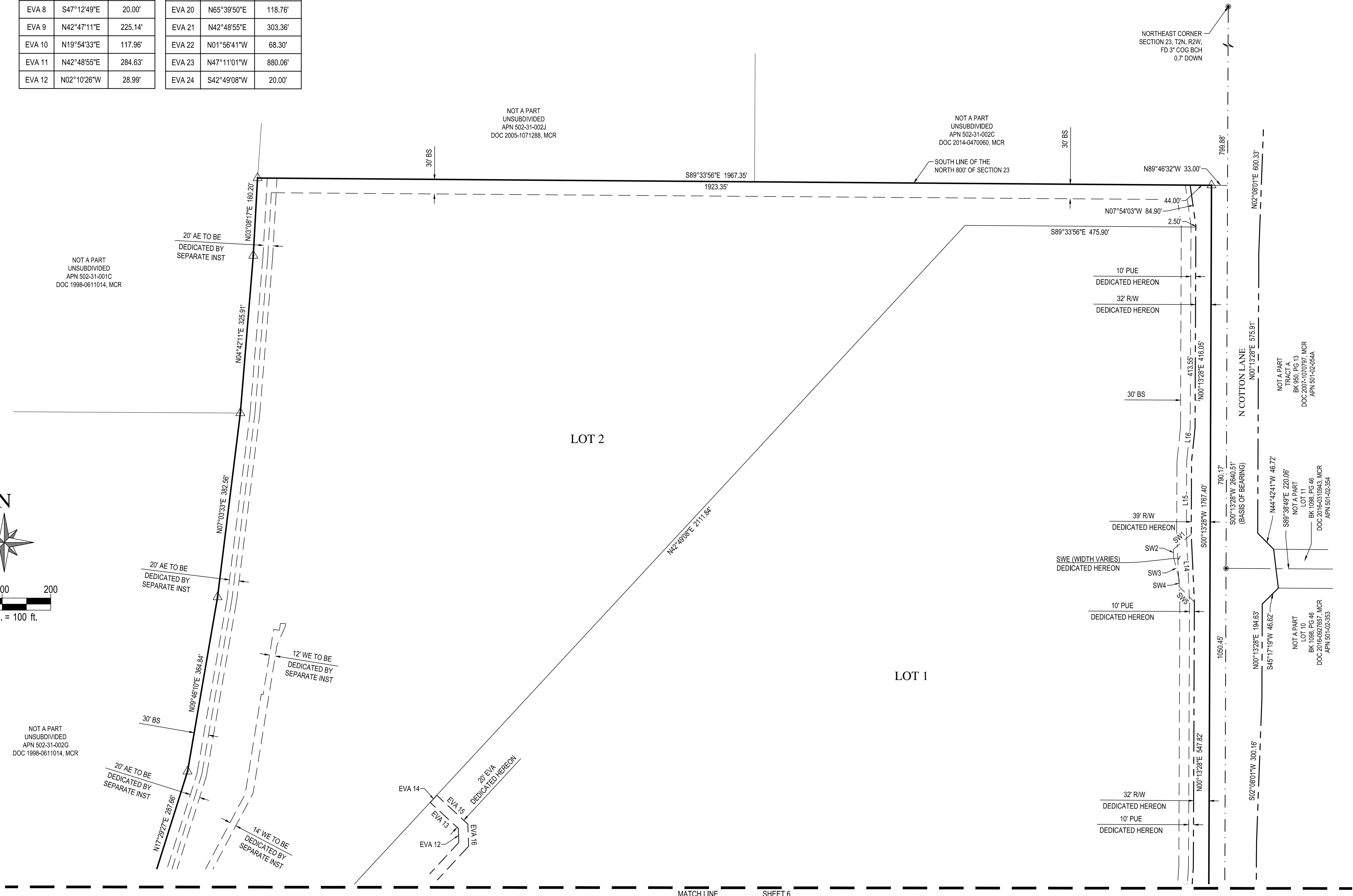


EVA LINE TABLE		
LINE	BEARING	DISTANCE
EVA 1	N47°11'01"W	888.40'
EVA 2	N01°56'41"W	84.87'
EVA 3	N42°48'55"E	311.59'
EVA 4	N65°39'50"E	118.76'
EVA 5	N42°47'11"E	159.87'
EVA 6	N47°12'49"W	20.00'
EVA 7	N42°47'11"E	20.00'
EVA 8	S47°12'49"E	20.00'
EVA 9	N42°47'11"E	225.14'
EVA 10	N19°54'33"E	117.96'
EVA 11	N42°48'55"E	284.63'
EVA 12	N02°10'26"W	28.99'

EVA LINE TABLE		
LINE	BEARING	DISTANCE
EVA 13	N47°09'46"W	79.05'
EVA 14	N42°49'08"E	20.00'
EVA 15	N47°09'46"W	87.34'
EVA 16	N02°10'26"W	45.55'
EVA 17	N42°48'55"E	292.90'
EVA 18	N19°54'33"E	117.96'
EVA 19	N42°47'11"E	405.01'
EVA 20	N65°39'50"E	118.76'
EVA 21	N42°48'55"E	303.36'
EVA 22	N01°56'41"W	68.30'
EVA 23	N47°11'01"W	880.06'
EVA 24	S42°49'08"W	20.00'

SWE LINE TABLE		
LINE	BEARING	DISTANCE
SW1	S49°25'48"W	48.21'
SW2	S00°13'28"W	13.00'
SW3	S14°05'54"E	48.51'
SW4	S00°13'28"W	15.00'
SW5	S44°46'43"E	44.55'

SE LINE TABLE		
LINE	BEARING	DISTANCE
SE1	N47°11'01"W	10.16'
SE2	S42°48'59"W	30.00'
SE3	N47°11'01"W	10.16'



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FINAL PLAT
PROLOGIS 303 GOODYEAR
LYING WITHIN A PORTION OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 23,
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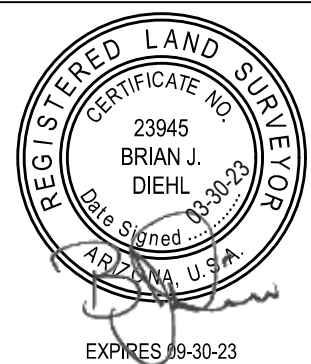


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SCALE 1"=100'
DATE 03/30/2023
JOB NUMBER WP# 174737.07
SHEET 5 OF 6

DEDICATED EASEMENTS

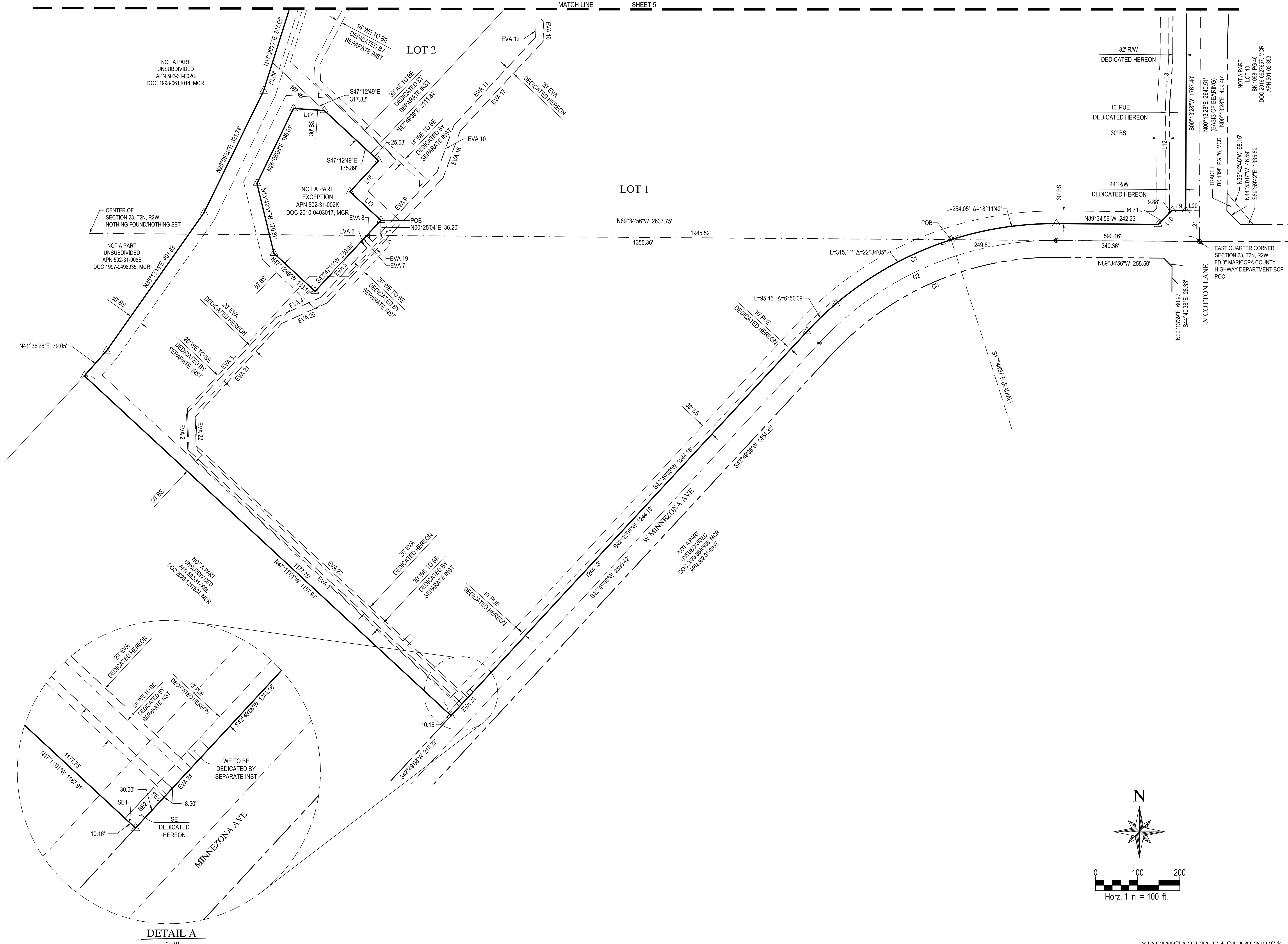
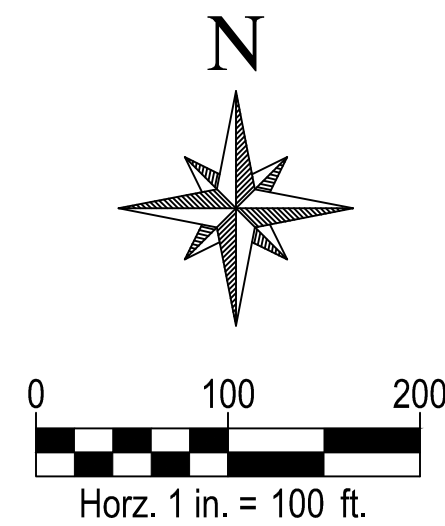
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CAD TECHNICIAN	RWK/MJS
SCALE	1"=100'
DATE	03/30/2023
JOB NUMBER	WP# 174737.07
SHEET	6 OF 6

DEDICATED EASEMENTS



DETAIL A
1"=30'

ITEM #: 7.
DATE: 04/10/2023
AI #:1420



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE ADDITIONAL EXPENDITURES UP TO \$485,300 FOR THE CLEANUP OF BULLARD WASH BETWEEN INTERSTATE 10 AND GILA RIVER (PROJECT #60080)

STAFF PRESENTER(S): Craig Lynch, Stormwater Superintendent; Todd Carpenter, Interim Deputy Public Works Director

SUMMARY

Approval of additional expenditures of \$485,300 for the cleanup of Bullard Wash between Interstate 10 (I-10) and Gila River. The Bullard Wash Maintenance project consists of various maintenance activities. The project limits are approximately six (6) miles.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Economic
Vitality



Sense of
Community

RECOMMENDATION

Approve additional expenditure of funds up to \$485,300 for Capital Improvement Project (CIP) #60080 to perform the maintenance of Bullard Wash to reestablish channel conditions. (Craig Lynch, Stormwater Superintendent; Todd Carpenter, Interim Deputy Public Works Director)

FISCAL IMPACT

The Bullard Wash Conveyance CIP #60080 was approved by Council in the FY2023 CIP with a project budget of \$4,770,000 in general funds. \$2,190,000 has already been approved by council and allocated for the Bullard Wash project. We are currently requesting approval for an additional \$485,300 for a total authorized amount of \$2,675,300. With the addition of requested funds, the actual cost of the project is well within the overall project budget.

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. On November 7, 2022, Council previously approved expenditures for this project up to \$2,190,000.

STAFF ANALYSIS

Per the approved CIP, the Bullard Wash Conveyance project consists of various maintenance activities within Bullard Wash between I-10 and the Gila River. This maintenance is required to improve drainage capacities south of I-10. As we have navigated through this project, we have found that the overall quantities of material to be removed has increased from original contracted quantities. Through extensive coordination efforts with the contractor and design engineer, along with additional surveys, it was determined an additional 25,000 cubic yards must be removed and disposed of from the project in order to restore Bullard Wash to original design and flow capacities.

ITEM #: 8.
DATE: 04/10/2023
AI #:1424



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVE EXPENDITURE OF FUNDS FOR PROJECT #42011
SARIVAL LANDSCAPE MEDIAN INSTALLATION**

STAFF PRESENTER(S): Hugh Bigalk, City Traffic Engineering and Troy
Tobiasson, Senior Project Manager Engineering

SUMMARY

Request City Council to approve the expenditure of \$800,000 for the Sarival landscape median installation.

STRATEGIC PLAN ALIGNMENT



Quality of Life

RECOMMENDATION

Approve expenditure of funds up to \$800,000 for the Sarival landscape median installation.
(Hugh Bigalk, City Traffic Engineer)

FISCAL IMPACT

The construction costs of the landscape median installation are included in the FY2023 Capital Improvement Program (CIP) under Project 42011 which has a total project budget of \$4,575,700.

BACKGROUND AND PREVIOUS ACTIONS

The project included the construction of traffic signal improvements at Sarival Avenue & Harrison Street, which was activated in March of 2023.

STAFF ANALYSIS

The City of Goodyear will own the landscape median, and maintain the landscape once the two-year landscape warranty and maintenance period is over in FY2025.

ITEM #: 9.
DATE: 04/10/2023
AI #:1290



CITY COUNCIL ACTION REPORT

SUBJECT: FY 2024 ANNUAL PUBLIC ART PLAN

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

OTHER PRESENTER(S):

Fran Fee, Chairman Arts & Culture Commission and Jennifer Barnes, Chairman Public Art Committee

SUMMARY

The Goodyear Arts & Culture Commission will present the recommended FY2024 Annual Public Art Plan for Council consideration and approval.

RECOMMENDATION

Approve the FY2024 Annual Public Art Plan as recommended by the Arts & Culture Commission. (Guylene Ozlanski, Arts & Culture Administrator; Fran Fee, Chairman Arts & Culture Commission; Jennifer Barnes, Chairman Public Art Committee)

FISCAL IMPACT

The Parks & Recreation Department has submitted project requests for consideration with the annual citywide budget process. Funding for recommended projects will be considered by Council in the immediate fiscal year during the annual budget process.

BACKGROUND AND PREVIOUS ACTIONS

Article 3-9 "Public and Performing Arts Program" of the Goodyear Code of Ordinances identifies the Arts as a process to beautify public space, promote economic development, and strengthen "sense of community". The ordinance provides that up to 1% of costs, for eligible Capital Improvement Plan projects, may be allocated and appropriated in accordance with the city's annual budget process. Through the Goodyear Public Art program, commissioned artwork will be accessible to the public and experienced on a daily basis.

As part of the "Public and Performing Art Ordinance", the Goodyear Arts & Culture Commission shall make recommendations to City Council for each immediate fiscal year and project expenditures for the next five fiscal years.

STAFF ANALYSIS

The Annual Public Art Plan emphasizes the use of local resources for city projects, engages the community in the public art process, and encourages Goodyear artists to become involved in all aspects of the Arts in Goodyear. Under the direction of the Art & Culture Commission, the Goodyear Arts & Culture Division is committed to providing high-quality programs and events, and has received a 98% satisfaction rating from participants in FY2023. The Commission understands the importance of the Arts and will continue to recommend projects and programs that meet Council goals.

The FY2024 Annual Public Art Plan meets these key elements:

- Advance Goodyear public art and to provide quality public art experiences in the city
- Develop projects that engage the community
- Integrate art into the architecture of municipal structures visited by the public
- Identify areas of the city that do not have permanent public artwork installed

The Arts & Culture Commission has completed or is currently working on the following funded projects.

FY2023 Public Art Projects

Project	Description	Project Goals	Funding Level
Bullard Wash Park	Sculptural panels to activate the linear park and engage visitors in a unique experience	Instill civic pride and celebrate our shared history	\$250,000
Fire Station 188	Architecturally integrated artwork to be aligned with station 188 construction	Include public art at new city facilities	\$100,000
Gallery 37	Sculptural urban cairn to be included on a trail system in Goodyear	Create an aesthetic navigational tool	\$20,000
Goodyear Police Department	Traditional sculpture to visually tell a story of the compassion and commitment displayed by Goodyear Police	Include public art at city facilities and to honor those that serve	\$224,000
heART of Goodyear Phase II	Series of fiberglass hearts located throughout Goodyear	Community engagement in public artwork	\$20,000

Historic Parking Lot Screen Wall	Artwork will be affixed to retention walls at the new parking lot in Historic Goodyear	Artwork will be affixed to retention walls at the new parking lot in Historic Goodyear	\$10,000
Light Pole Banners	Public art installation that involves the surrounding community in the design and creation	Artwork used to support community in a location without permanent public artwork	\$37,400
Traffic Cabinets	Engage community and local artists to utilize applied artwork to embellish eight traffic cabinets	Encourage civic pride and beautify the city through artist embellished traffic cabinets	\$30,000

The Arts & Culture Commission's goal for the five-year plan is to include artwork in high-traffic outdoor public spaces. This artwork will define the identity of the community and those that call it home. The Arts & Culture Commission recommends the following projects, to be considered in the respective fiscal year, during the annual budget process. City Council may amend this plan, as they deem appropriate.

Recommended Public Art Projects

(Subject to funding appropriations for the FY2024-2028 annual CIP and Supplemental process)

Fiscal Year	Recommended Project	Description	Project Goals	Recommended Funding Level
FY2024-FY2025	Estrella Parkway Bridge	Commission public artist to include aesthetic elements as part of this city infrastructure	Artwork to represent the culture and identity of Goodyear	\$590,000
FY2024	Fire station 182 Mosaic Mural	Connect residents and mosaic artist together to create a community driven mural	Include public art at city facilities and create artwork that welcomes those that visit	\$65,000

FY2024	Pop Ups in the Park	Commission a Spring and Veterans Day temporary mural installation and provide four experiential public art opportunities	Encourage civic pride, enhance quality of life, and build community	\$51,000
FY2024	Traffic Cabinets	Engage community and local artists to utilize applied artwork to embellish ten traffic cabinets	Encourage civic pride and beautify the city through embellished traffic cabinets	\$42,000

Furthermore, the Commission is moving toward consideration of the following projects to meet the goals of engaging local artists, maintaining assets and installing permanent public artworks that encourage visits to destinations throughout the city.

Future Forecast

Projects Under Consideration	Description	Project Goal
Art Trail at GSQ	Support development of an art trail along Goodyear Way between 150th Dr and Bullard Ave to include at least three major nodes	Drive economic growth and create artwork that welcomes those that visit
Ballpark Village Corridor	Addition of artistic enhancements to city infrastructure and the addition of free-standing public artwork	To develop a sense of place and aesthetically pleasing identity to this corridor

The Commission continues to identify innovative Arts programming that positions Goodyear to be the hub for the Arts in the West Valley.

Attachments

FY24 Public Art Plan

FY24 Public Art Plan Presentation



CITY COUNCIL ACTION REPORT

SUBJECT: FY2024 ANNUAL PUBLIC ART PLAN

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

OTHER PRESENTER(S): Fran Fee, Chairman Arts & Culture Commission and Jennifer Barnes, Chairman Public Art Committee

SUMMARY: The Goodyear Arts & Culture Commission will present the recommended FY2024 Annual Public Art Plan for Council consideration and approval.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Economic
Vitality



Sense of
Community

RECOMMENDATION:

Approve the FY2024 Annual Public Art Plan as recommended by the Arts & Culture Commission.

FISCAL IMPACT:

The Parks & Recreation Department has submitted project requests for consideration with the annual citywide budget process. Current public art projects were funded and approved per the City's annual budget process. Funding for recommended projects will be considered by Council in the immediate fiscal year during the annual budget process.

BACKGROUND AND PREVIOUS ACTIONS:

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As part of the "Public and Performing Art Ordinance", the Goodyear Arts & Culture Commission shall make recommendations to City Council for each immediate fiscal year and project expenditures for the next five fiscal years.

STAFF ANALYSIS:

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Historic Parking Lot Screen Wall	Artwork will be affixed to retention walls at the new parking lot in Historic Goodyear	Engage the local community to beautify historic Goodyear	\$10,000
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FY2024	Pop Ups in the Park	Commission a Spring and Veterans Day temporary mural installation and provide four experiential public art opportunities	Encourage civic pride, enhance quality of life, and build community	\$51,000
FY2024	Traffic Cabinets	Engage community and local artists to utilize applied artwork to embellish ten traffic cabinets	Encourage civic pride and beautify the city through embellished traffic cabinets	\$42,000

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The Commission continues to identify innovative Arts programming that positions Goodyear to be the hub for the Arts in the West Valley.

ATTACHMENTS:

FY2024 Annual Public Art Plan

FY2024 Annual Public Art Plan Presentation



FY2024 ANNUAL PUBLIC ART PLAN

GOODYEAR ARTS & CULTURE
PARKS & RECREATION DEPARTMENT

ARTS & CULTURE COMMISSION



FRAN FEE
Chairman



LISA PAULOS
Vice Chairman



JENNIFER BARNES
Commissioner



BRIAN CROSS
Commissioner



ANNA JOHNSON
Commissioner



NANCY LOVE
Commissioner



ERIN MACFARLANE
Commissioner



HOLLY MCKENZIE
Commissioner



LOUISE J. PRIVETTE
Commissioner



ROSALIND ROBINSON
Alternate

ABOUT US



The Commission provides leadership through the Arts, bringing community together to celebrate our diverse histories, beliefs, cultures, and aspirations. We strive to beautify the city, create public dialogue, advance education, and inspire civic pride.

We promote artistic excellence through public art that reflects our community's identity and values, create economically viable and enriching arts events, provide Arts advocacy in private and public arenas, develop opportunities for local and emerging artists, and support greater academic achievement through arts education.

GOODYEAR ARTS & CULTURE

The city's Arts & Culture Program continues to develop Arts opportunities that enhance the sense of community in Goodyear. The Arts elevate the quality of life for Goodyear residents and a vibrant Arts program creates "cultural economy" to catalyze the city's economic vitality.

THE COMMISSION USES ARTS TO



Integrate the vision of residents, businesses, and community leaders



Attract new and visiting populations to Goodyear



Create a foundation for defining a sense of place

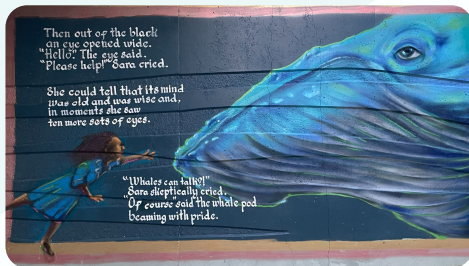


Contribute to the development of a skilled workforce

Goodyear Arts & Culture continues to be recognized as an Arts leader in the West Valley. The Goodyear Public Art Program, under the direction of the Arts & Culture Commission, continues to grow the permanent public art collection and is developing a dynamic portable and temporary collection that fully engages residents. Programs and events highlight the performing and visual Arts to meet the evolving needs of our growing community. Through the combined efforts of City Council, Arts & Culture Commission, Goodyear residents and staff, we continue to grow a "Culture of Art" throughout Goodyear. Whether it is Arts events, programs, or public art, Goodyear is the destination for the Arts in the West Valley.

FY2023 PUBLIC ART COMPLETED

The Arts & Culture division implements, acquires, and oversees the city's Public Art collection from the guidance of the Council appointed Goodyear Arts & Culture Commission. The Commission strives to meet community needs and to identify projects created with understanding stakeholder desires to develop a sense of place.



BULLARD WASH MURALS

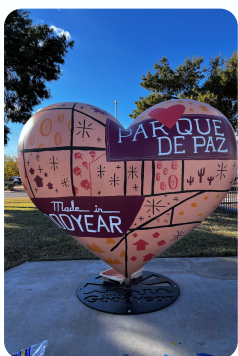
Sam and Sara

Isaac Caruso painted four murals under the Bullard Wash Monte Vista Bridge. These murals are pages out of his children's book made entirely through street art.

GABION CACTUS

Gallery 37 Project

Under the leadership and expertise of Master Artist, Daniel Nez, 11 students from around the west valley participated in the research, design, and proposal of a new public work in Goodyear, Arizona as a part of West Valley Arts Council award winning program Gallery 37.



HEART OF GOODYEAR

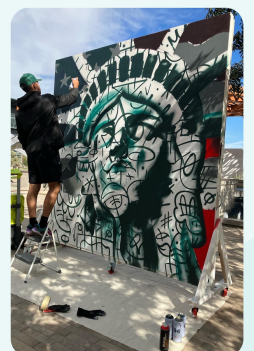
Goodyear the Beautiful

Series of ten, 6' fiberglass hearts were aesthetically enhanced with new artwork themed, Goodyear the Beautiful.

VETERANS DAY MURALS

Temporary Art Installations

Ten artists were selected to honor veterans through 8'x8' temporary murals. Artists painted at Civic Square Park throughout the week leading up to Goodyear's Veterans Day event.



CURRENT FY2023 PUBLIC ART PROJECTS

The following projects are currently underway:



FIRE STATION 188

Just Add Water

Funded: \$100,000

Artist: Jason Butler

Station 188 public art includes aesthetically enhanced gates, fire house themed exterior benches, and sculptural panels for screen walls.

GOODYEAR COMMUNITY PARK

Bollard Enhancement

Funded: \$2,500

Artist: Brigittie De Marco

Led by the mentor artist, a group of local high school students are beautifying Goodyear Community Park with original designs. Six spherical bollards, used to keep traffic from entering the park, are being transformed from functional objects to works of art.

BULLARD WASH PARK

Imagine this Place

Funded: \$250,000

Artist: Mary Lucking

Sculptural panels to activate the linear park and engage visitors in a unique experience. Artist is producing audio interviews that will be incorporated into this project to provide an interactive experience.

GOODYEAR POLICE DEPARTMENT

Traditional Sculpture

Funded: \$224,000

Traditional sculpture to visually tell a story of the compassion and commitment displayed by Goodyear Police.



CURRENT FY2023 PUBLIC ART PROJECTS

The following projects are currently underway:



HISTORIC PARKING LOT SCREEN WALL

Funded: \$10,000

Artist: Oliverio Balcells

Artist worked directly with the historic Goodyear community to design artwork that will be affixed to retention walls in the new parking lot located in Historic Goodyear.



TRAFFIC SIGNAL CABINETS

Funded \$30,000

Artist: Various

Artists will aesthetically enhance eight new traffic signal cabinets. When completed, Goodyear will have a total of 31 embellished cabinets.

SUSPENDED ART: LIGHTPOLE BANNERS

Funded \$37,400

Artist: Various

Artists to create unique, community driven designs printed on light pole banners throughout Goodyear. Through this project, the banner program has expanded from 150 to 185 light poles.

GOALS

The Arts & Culture Division continues to expand Arts opportunities to grow Goodyear's economic vitality and provide a platform to express artistic excellence.



DRIVE ECONOMIC GROWTH

- Encourage businesses to locate within the city and attract tourism
- Promote an identity for the city through art
- Incorporate public art in city planning and throughout the community



BUILD A

"CULTURE OF ART"

- Engage local artists
- Explore best approach to installing artwork that complements the urban environment and is accessible by many



PROVIDE ARTS FOR ALL

- Provide engaging and innovative programming for all demographics of residents from students to seniors



ADVANCE PUBLIC ART

- Explore opportunities for temporary artworks that are community responsive and have a lower fiscal impact
- Share the public art collection as "Points of Pride" in Goodyear through the use of Story Map

RECOMMENDED WORKING PUBLIC ART PLAN

The Goodyear Arts & Culture Commission is recommending the following projects, to be considered over the next five years, during the city's annual budget process. The project goals include: engaging local artists, including public art in city planning, identifying locations for artwork in places easily accessible to the public, and to maintaining the current collection.

Project	Timeline	Description	Project Goal	Funding Level
Estrella Parkway Bridge	FY2024-FY2025	Commission public artist to include aesthetic elements as part of this city infrastructure	Artwork to represent the culture and identity of Goodyear	\$590,000
Fire Station 182 Mosaic Mural	FY2024	Connect community and mosaic artist to create a community-driven mural	- Include public art at city facilities - Create artwork that welcomes those that visit	\$65,000
Pop Ups in the Park	FY2024	- Commission a Spring and Veterans Day temporary mural installation - Provide four experiential public art opportunities	- Encourage civic pride - Enhance quality of life and build community	\$51,000
Traffic Cabinets	FY 2024	Engage community and local artists to utilize applied artwork to embellish ten traffic signal cabinets	- Encourage civic pride - Beautify the city - Create community identity	\$42,000

FUTURE PUBLIC ART FORECAST

The Goodyear Arts & Culture Commission is in consideration of the following projects that align with the Commission's goals to engage local artists, focus on capital projects, and identify areas of the city that public artwork will complement.

Project	Timeline	Description	Project Goal
Art Trail at GSQ	FY2024–FY2026	- Support development of an art trail along Goodyear Way between 150th Dr and Bullard Ave. - Include at least three major nodes	- Drive economic growth - Create artwork that welcomes those that visit
Ballpark Village Corridor	FY2024–FY2028	- Addition of artistic enhancements to city infrastructure and free-standing public artworks - Develop a sense of place and unique identity for the corridor	- Drive economic growth - Create artwork that welcomes those that visit



The Commission understands the importance of the Arts and will continue to recommend projects and programs that meet Council goals. With a focus on new partnerships, the Commission will continue to explore new Arts experiences for Goodyear. Through community-engaged strategies and a forward-looking approach, the Arts will continue to thrive in Goodyear.

SUMMARY

During FY2023, the Arts & Culture Division, under the recommendation of the Arts & Culture Commission, accomplished the following:

PROGRAMS AND EVENTS

- Ballet Under the Stars
- Chalk Art in the Park
- Creative Aging
- Drumming Classes
- Follow your Art Jr.
- Georgia T. Lord Mayor Select Art Show
- Goodyear Lakeside Music Fest
- Goodyear Rocks
- Holidays on the Square
- Hot Coffee Art Lectures
- Juneteenth Family Day
- Litchfield Park Historical Society Heritage Series
- Library Fine Art Exhibits
- Theater in the Park
- Vision & Sound

PUBLIC ART PROJECTS

- Bullard Wash Murals, Sam and Sara
- Bullard Wash Park, Imagine This Place
- Fire Station 188, Just Add Water
- Gallery 37 Project, Gabion Cactus
- Goodyear Community Park Bollards
- Goodyear Police Department Sculpture
- heART of Goodyear: Goodyear the Beautiful
- Historic Parking Lot Screen Wall
- Suspended Art: Goodyear Light Pole Banners
- Temporary Murals Installations for Veterans Day
- Traffic Signal Cabinets



98%

SATISFACTION RATING

Goodyear Arts & Culture is committed to providing high-quality programs and events. FY23 survey results show a 98% satisfaction rating from participants.



GOODYEAR ARTS & CULTURE
PARKS & RECREATION DEPARTMENT

APRIL 10, 2023

A woman with blonde hair in a ponytail and glasses is painting a large mural of a cartoon character's face on a wall. The character has large, expressive eyes and a wide, open mouth. The mural is painted in a vibrant, stylized manner with bold outlines and a rich color palette. The woman is using a paintbrush to apply paint to the mural. The background shows a park setting with trees and a clear blue sky.

FY2024 ANNUAL PUBLIC ART PLAN

FRAN FEE
ARTS & CULTURE COMMISSION CHAIRMAN

JENNIFER BARNES
PUBLIC ART COMMITTEE CHAIRMAN

GUYLENE OZLANSKI
ARTS & CULTURE ADMINISTRATOR

ANNUAL PUBLIC ART PLAN



- Goodyear Arts & Culture Commission
- Highlights of FY2023
- Recommendations for public art projects



ARTS & CULTURE COMMISSION



- Focus on public and performing Arts
- Engage and support community through art
- Create a sense of place that enhances quality of life

Goodyear
arts
& culture
Commission



ARTS & CULTURE HIGHLIGHTS FY23

- Public Art
 - 4 Projects Completed at 13 Sites
 - 7 Projects Underway
- Events
 - 8 Events with Major Art Elements
- Programs
 - Multigenerational Programming
 - Fine Art Opportunities



GOODYEAR PUBLIC ART



Vets Day Mural Experience
Adrian Ramirez



heART of Goodyear
Ariel Fan

- Creates a sense of place
- Enhances and beautifies the built environment
- Instills community pride
- Provides cultural and social value
- Increases economic attractiveness and promotes development
- Establishes a “Culture of Art”

PUBLIC ART GOALS



DRIVE ECONOMIC GROWTH

- Encourage businesses to locate within the city and attract tourism
- Promote an identity for the city through art
- Incorporate public art in city planning and throughout the community



BUILD A “CULTURE OF ART”

- Engage local artists
- Explore best approach to installing artwork that complements the urban environment and is accessible by many



PROVIDE ARTS FOR ALL

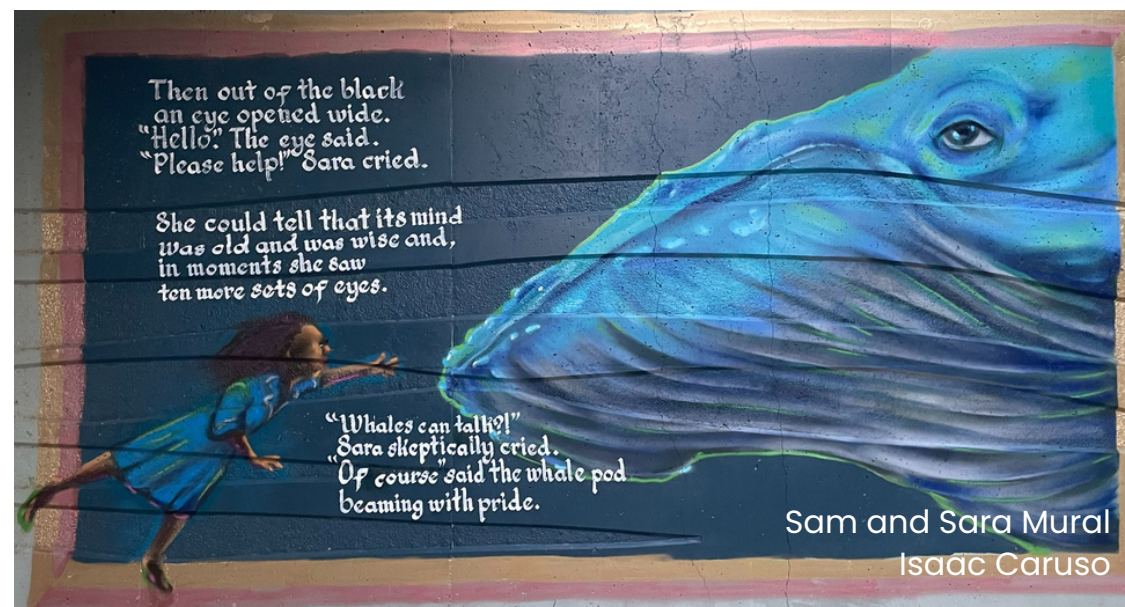
- Provide engaging and innovative programming for all demographics of residents from students to seniors



ADVANCE PUBLIC ART

- Explore opportunities for temporary artworks that are community responsive and have a lower fiscal impact
- Share the public art collection as “Points of Pride” in Goodyear through the use of Story Map

CURRENT PUBLIC ART PROJECTS



- Completed
 - Bullard Wash Murals
 - Gallery 37 Project
 - heART of Goodyear
 - Veterans Day Murals
- Current Projects
 - Bollard Enhancements at GCP
 - Bullard Wash Park
 - Fire Station 188
 - Historic Parking Lot Screen Wall
 - Light Pole Banners
 - Police Department Sculpture
 - Traffic Signal Cabinets



PUBLIC ART PROJECT RECOMMENDATIONS

Project	Timeline	Description	Project Goal	Recommended Funding Level
Estrella Parkway Bridge	FY2024-FY2025	Commission public artist to include aesthetic elements as part of this city infrastructure	Artwork to represent the culture and identity of Goodyear	\$590,000



PUBLIC ART PROJECT RECOMMENDATIONS

Project	Timeline	Description	Project Goal	Recommended Funding Level
Fire Station 182 Mosaic Mural	FY2024	Connect community and mosaic artist to create a community-driven mural	- Include public art at city facilities - Create artwork that welcomes those that visit	\$65,000



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Project	Timeline	Description	Project Goal	Recommended Funding Level
Traffic Cabinets	FY2024	Engage community and local artists to utilize applied artwork to embellish ten traffic signal cabinets	- Encourage civic pride - Beautify the city - Create community identity	\$42,000



FUTURE FORECAST

Project	Timeline	Description	Project Goal
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SUMMARY



- Impact of Goodyear Arts & Culture
- Project Recommendations
- Approval of FY2024 Annual Art Plan

ITEM #: 10.
DATE: 04/10/2023
AI #:1411



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE A GRANT PASS-THRU AGREEMENT BETWEEN THE CITY OF PHOENIX AND THE CITY OF GOODYEAR FOR A MICROTRANSIT PILOT PROGRAM

STAFF PRESENTER(S): Christine McMurdy, Project Management Coordinator

SUMMARY

On September 26, 2022, the City Council approved a Microtransit Pilot Program, authorizing a \$1M expenditure that comprises a Federal Transit Administration ("FTA") grant of \$500,000 and a local match of \$500,000. Staff received the grant and requests City Council approval of the \$500,000 award to complete the funding for the Microtransit Pilot Program.

STRATEGIC PLAN ALIGNMENT



Quality of Life

RECOMMENDATION

Authorize the City Manager to approve a Grant Pass-Thru Agreement between the City of Phoenix and the City of Goodyear for a Microtransit Pilot Program. (Christine McMurdy, Project Management Coordinator)

FISCAL IMPACT

In the Fiscal Year 2023 budget, the City Council approved a supplemental request for \$500,000 of local funds from the Park and Ride fund and \$500,000 of federal funds from the FTA for a total of \$1M. The FTA funds were approved when the City Council approved the Microtransit Pilot Program, but they were not available until recently. Accordingly, staff proceeded with the Pilot Program using the \$500,000 in grant match funds to support start-up and operations.

BACKGROUND AND PREVIOUS ACTIONS

The Avondale-Goodyear Transit Study identified Microtransit as an opportunity to create more mobility options for Goodyear residents. The 17-square mile WeRIDE Pilot Program Zone includes numerous activity centers within close proximity to residents in Central Goodyear, creating the ability to get to and from shopping, healthcare, dining, entertainment and government services in a short trip at low cost.

STAFF ANALYSIS

Microtransit is a relatively new service, so there is not a local government standard of performance we can use to measure WeRIDE. As Microtransit grows in popularity, there is a healthy amount of data sharing happening among agencies to see where aspects of the service can be “tweaked” to achieve a satisfactory level of efficiency.

During development of our contract with the service providers (First Transit for transportation and RideCo for technology), staff in both cities requested access to performance metrics as a means to begin measuring our productivity.

As of mid-March, when this report was due, the results of the Goodyear performance metrics since the start of service on November 14, 2022, are:

Total passengers completed	2,513
Avg. Daily Rides booked	31
% drop off on time	96.3%
% pick up on time	96.9%
Avg. daily new users	181
Avg. daily repeat users per month	13
% of shared rides	20.9%

The following four customer metrics, if achieved, provide a fair measure of the program’s success:

Average wait time as measured from the ride request to passenger pick up.	Goal=20 minutes or less	11 minutes
Percent of successful searches (app).	Goal is 80% or higher	93.5%
Percent of passengers rating the service at four (4) or five (5) stars on a 5-star scaled, or similar metric.	Goal=80% or higher	98%
Service provided for wheelchair accessible vehicles is equivalent to service for customers that do not require a wheelchair accessible vehicle.	100%	

Attachments

Grant Pass-Thru Agreement

AGREEMENT NO. _____

GRANT PASS-THRU AGREEMENT

**BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF GOODYEAR**

Subrecipient SAM.gov Identification No.: KRJRNL8WVGH3

Federal Award Identification Number (FAIN) No. AZ-

(49 U.S.C. Section 5307 Federal Transit Administration Funds)

This Grant Pass-Thru Agreement (**"Agreement"**) is made and entered into this _____ day of _____, 20____ (**"Effective Date"**), by and between the City of Phoenix (**"PHOENIX"**), a municipal corporation duly organized and existing under the laws of the State of Arizona, and the City of Goodyear (**"SUBRECIPIENT"**), a municipal corporation duly organized and existing under the laws of the State of Arizona. PHOENIX and SUBRECIPIENT are sometimes referred to collectively as **"PARTIES"** and individually as a **"PARTY."**

RECITALS

- A. PHOENIX's City Manager is authorized and empowered by the City Charter's provisions to execute contracts.
- B. PHOENIX has statutory and charter authority to provide transit services and enter into agreements with other entities within the Phoenix Urban Area for providing transit services. See A.R.S. Section 11-951, et seq.; Phoenix City Charter Chapter 2, Section 2, Subsections (c)(i) and (l).
- C. As a political subdivision of the State of Arizona, PHOENIX may contract and enter into stipulations of any nature to do acts necessary and convenient for the exercise of its powers. The laws of the State of Arizona authorize municipalities to: (1) engage in any business or enterprise that may be engaged in by persons by virtue of a franchise from the municipal corporation (see A.R.S. Section 9-511(A)); (2) appropriate and spend public monies on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of [its] inhabitants" (see A.R.S. Section 9-500.11); and (3) be vested with all the powers set forth in Title 9 for incorporated towns, in their respective charters, and in other provisions of law (see A.R.S. Section 9-499.01).
- D. SUBRECIPIENT has statutory authority to exercise all of the powers granted to municipal corporations and to cities by the Constitution and laws of the State of

Arizona, together with all of the implied powers necessary to carry into execution all the expressed powers granted therein and the power to enter into intergovernmental agreements with other governmental entities. See A.R.S. Section 11-951, et seq.

- E. Transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUBRECIPIENT's authorizations.
- F. Section 5307 of chapter 53, title 49, United States Code (formerly the Federal Transit Act of 1964, as amended) makes financial aid available to government entities and public transportation operators engaging in the preservation, improvement, and operation of mass transit systems.
- G. PHOENIX successfully applied to the Federal Transit Administration ("**FTA**") for a grant of Section 5307 funds, which was awarded on the ____ day of _____, 20____, as FAIN No. **AZ-1683-2023-1** ("**Grant**").
- H. SUBRECIPIENT shall receive funds from said Grant and perform the project(s) ("**Project(s)**") described in **Exhibit A-1**, as attached to this Agreement and incorporated by reference.
- I. PHOENIX and SUBRECIPIENT have been authorized by their respective formal authorities to enter into this Agreement.

AGREEMENT

IT IS HEREBY AGREED, by and between the PARTIES, as follows:

1. **Agreement Term and Budget/Performance Periods.**

- A. The Agreement's term is the time interval from the execution of this Agreement to its conclusion. The Agreement's term:
 - begins on its Effective Date; and
 - ends after all federal and PHOENIX requirements have been met and PHOENIX has closed out the Grant.

Funding for any uncompleted and unbilled Projects may be reassigned at the discretion of PHOENIX, as needed to close out the Grant. Grant close-out is the process by which all activities approved in a grant award have been completed and/or the federal assistance awarded has been expended for eligible costs. PHOENIX maintains a "Master Grant Closeout Schedule" that provides the estimated grant close-out date based on the completion dates of each project within the grant. Within 90 days of final reimbursement, PHOENIX will begin the grant close-out process and prepare reports,

including a narrative of completed projects and the subrecipient's final reconciled budget, Federal Financial Report ("**FFR**"), and Milestone Progress Report ("**MPR**"). Each grant is considered closed when PHOENIX has completed and submitted the documents required for close-out and FTA has accepted these documents. A "Grant Closure Notice and Records Retention Requirement Letter" is prepared and distributed to each subrecipient in the grant award.

- B. The Agreement's budget period is the time interval from the start date of a funded portion of the award to the end date of that funded portion, during which PHOENIX is authorized to expend the funds awarded. The Agreement's budget period:

- Begins on the 1st day of July, 2022; and
- Ends on the 30th day of June, 2025.

The Project(s) led by SUBRECIPIENT must be completed and reimbursement must be requested by the end of the Agreement's budget period.

- C. The Agreement's performance period is the time interval from the start of the initial federal award to the estimated end date of performance, which may include one or more funded portions or budget periods. The Agreement's performance period:

- Begins on the 1st day of July, 2022; and
- Ends on the 30th day of June, 2025.

2. Federal and Local Funding.

- A. The total federal funds allocated to SUBRECIPIENT under this Agreement shall not exceed **\$500,000**. No reimbursements shall be made unless all required reports, as described below, have been submitted.
- B. SUBRECIPIENT shall provide the required local match for the Project(s), and that local match is currently estimated to be **\$500,000**, as detailed in **Exhibit A-1**. SUBRECIPIENT shall be responsible for the full amount of any costs that exceed the awarded Project(s) amount, such as price increases and applicable taxes.

3. Reimbursement From Grant.

- A. PHOENIX will reimburse SUBRECIPIENT for its share of federal funding allocated from the Grant for the purchase of items/services provided in the "Project Description" box of **Exhibit A-1**. SUBRECIPIENT shall comply with all requirements in 2 CFR Part 200, "Uniform Administrative Requirements,

Cost Principles, and Audit Requirements for Federal Awards,” which are incorporated by reference.

- B. To receive reimbursement for any allowable and eligible indirect costs awarded by and charged to the Grant, SUBRECIPIENT shall either charge: a cost allocation plan/indirect cost rate approved by the SUBRECIPIENT’s cognizant federal agency to be submitted by SUBRECIPIENT to PHOENIX on an annual basis; or a de minimis rate of 10% of modified total direct costs (“**MTDC**”) in accordance with 2 CFR Part 200.414. Reimbursement shall not exceed the federal funds allocated to SUBRECIPIENT, unless approved in writing by PHOENIX. SUBRECIPIENT acknowledges that its applicable indirect cost rate for this Agreement was provided to PHOENIX in SUBRECIPIENT’s Grant Application, which is incorporated by reference into this Agreement.

4. Application for Reimbursement.

- A. SUBRECIPIENT shall submit an electronic copy of its application for reimbursement of the federal share to:

City of Phoenix Public Transit Department
Management Services Division, Grants Section
Email: ptdgrants@phoenix.gov

- B. The cover letter must identify the PHOENIX contract number and the period for which the application is submitted.
- C. For any applicable reimbursements, SUBRECIPIENT shall submit its application with the reimbursement request form shown in **Exhibit B**, which is attached to this Agreement and incorporated by reference.
- D. The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum, the documentation shall include the following:
 - 1. A listing of all invoiced costs with vendors and payment dates;
 - 2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment, such as cancelled checks or bank statements; and
 - 3. Such other documentation as PHOENIX or FTA may require, including any reports mandated by **Exhibit C**, which is attached to this Agreement and incorporated by reference.

5. SUBRECIPIENT Performance.

- A. SUBRECIPIENT shall complete the Project(s) for which the Grant's funds have been awarded in a proper and timely manner. SUBRECIPIENT is responsible for complying with all federal, state, and local requirements imposed under the Grant, including the requisites identified in **Exhibit D, Exhibit E, and Exhibit F**, which are attached to this Agreement and incorporated by reference.
- B. SUBRECIPIENT must comply with all of the terms and conditions set forth in the "FTA Master Grant Agreement" currently in effect and any subsequent revisions, which are publicly available at transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements and incorporated into this Agreement by reference. SUBRECIPIENT must also comply with all conditions required for the Grant under the "Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements" currently in effect and any subsequent revisions, which are publicly available at transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances and incorporated into this Agreement by reference.
- C. SUBRECIPIENT's failure to comply with all applicable requirements may result in the withholding of funds to SUBRECIPIENT under the Grant.

6. Insurance.

SUBRECIPIENT shall have adequate insurance to cover the Project(s) in the event of damage or complete loss.

7. Indemnification.

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

8. Notice.

- A. Any notice, consent, or other communication ("**Notice**") required or permitted under this Agreement shall be in writing and either delivered in person, sent by email, deposited in the United States mail (postage prepaid, registered or certified mail, and return receipt requested), or deposited with any commercial air courier or express service addressed as follows:

If intended for SUBRECIPIENT:

Christine McMurdy, Project Management Coordinator
City of Goodyear
1900 N. Civic Square
Goodyear, Arizona 85395
Telephone: (623) 882-7806
Email: christine.mcmurdy@goodyearaz.gov

If intended for PHOENIX:

Jesús E Sapien, Public Transit Director
City of Phoenix Public Transit Department
302 N. 1st Avenue, Suite 900
Phoenix, Arizona 85003
Telephone: (602) 495-0418
Email: jesus.sapien@phoenix.gov

with electronic copy to:

City of Phoenix Public Transit Department
Management Services Division, Grants
Section
Email: ptdgrants@phoenix.gov

- B. Notice shall be deemed received: (a) at the time it is personally served; (b) on the **day** it is sent by email; (c) on the **2nd business day** after its deposit with any commercial air courier or express service; or (d) on the **10th calendar day** after its deposit in the United States mail (postage prepaid, registered or certified mail, and return receipt requested). Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either PARTY may change its mailing address, email address, or the person to receive Notice by providing the other PARTY with a Notice of that change.
- C. Notice sent by email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is *not* intended to change the effective date of the original Notice sent by email.

9. Summary of Exhibits.

As noted above, the following exhibits are attached to this Agreement and incorporated by reference:

Exhibit A-1 Federal Grant Pass-Thru Agreement Detail Summary

Exhibit B Federal Grant Reimbursement Form

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Required Local Provisions

The PARTIES executed this Agreement on the day and year first above written.

CITY OF PHOENIX

Jeffrey Barton, City Manager

By _____
Jesús E. Sapien
Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Julie M. Kriegh, City Attorney

Carolina Potts
Assistant Chief Counsel

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON MAY 25, 2022.

CITY OF GOODYEAR

By _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

Attorney for GOODYEAR

APPROVED BY _____ BY FORMAL ACTION

ON _____.

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for PHOENIX

Attorney for GOODYEAR

EXHIBIT A-1

**FEDERAL GRANT PASS THRU AGREEMENT
DETAIL SUMMARY**

FAIN NUMBER: AZ-1683-2023-1					
CFDA NUMBER: 20.507					
GRANT RECIPIENT: CITY OF PHOENIX					
GRANT SUBRECIPIENT'S NAME: CITY OF GOODYEAR					
GRANT SUBRECIPIENT'S ADDRESS: 190 N. Litchfield Road Goodyear, AZ 85338					
GRANT SUBRECIPIENT'S SAM.GOV IDENTIFICATION NUMBER: KRJRNL8WVGH3					
TOTAL ELIGIBLE PROJECT COST for federal grant purposes (TEPC):					\$1,000,000
• Federal Share of TEPC:					\$ 500,000
• Local Share/Match of TEPC:					\$ 500,000
PROJECT(S) DESCRIPTION:					
ALI Code:	Project(s) Description:	R&D? (yes/no)	Local:	Federal:	Total:
30.09.01	Operating: Microtransit Pilot Program	NO	\$500,000	\$500,000	\$1,000,000

EXHIBIT B

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (“PTD”) to monitor SUBRECIPIENT expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUBRECIPIENT ORGANIZATION NAME AND ADDRESS	GRANT AGREEMENT NUMBER		REQUEST NO.
	REPORTING PERIOD (Dates)		
	FROM:		TO:
	TOTAL	LOCAL MATCH	FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -	\$ -

REQUIRED SIGNATURES

This document must be signed by the SUBRECIPIENT's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and have met all matching requirements. In addition, we understand that any discovery of a violation of a federal law or regulation, or any failure to follow applicable Federal directives, may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for **three years** beyond the later of vehicle/asset disposal or final close-out of the Grant with FTA.

For PTD use only

Date request received:	Approved for funds availability (signature/date)
------------------------	--

EXHIBIT C

Required Reports

SUBRECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report, which shall be due 120 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE participation, utilization, annual goal setting, progress, and information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA-funded assets
Single Audit Report	Annually	Copy of federally required audit
Title VI Annual Report	Annually	Subrecipient to provide all Title VI complaints and related information annually
Lobbying Activities	As required pursuant to 31 U.S.C. 1352	Subrecipient to disclose any lobbying activities quarterly and submit Disclosure of Lobbying Activities LLL form pursuant to 31 U.S.C. 1352
Drug and Alcohol Reports	Annually	FTA drug and alcohol testing
Contract Change Orders Above \$100,000	Quarterly	Subrecipient to provide list of any federally-funded contract change orders for any amount \$100,000 or greater
Claims/Settlements	Quarterly	Subrecipient to provide list of any federally-funded projects with Claims/Settlements pending or closed within the quarter

Vehicle Record Inventory Form	Reimbursements with vehicles	Provide a vehicle record inventory form for each vehicle purchased with FTA funds
Capital Asset Purchase Form	Reimbursements with capital asset	Provide a capital asset purchase form for each capital asset purchased with FTA funds
Staff Time Documentation	Reimbursements with staff time	All reimbursements for staff time must include verification of all hours billed, including copies of all applicable timecards or other time reporting documentation
<u>5310 FTA Grants</u>		
Grant Performance Information	Annually or as required by FTA	Evaluation of Grant Accomplishments

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT D

Required Federal Provisions

1. SUBRECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation (**"USDOT"**), and the Controller General of the United States to inspect and audit all data, books, records, and reports relating to this Agreement and SUBRECIPIENT's performance hereunder. PHOENIX's audit shall be at SUBRECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of **three years** after the Grant has been formally closed, excluding assets, vehicles, or equipment. For assets, vehicles, or equipment that received federal funding in this Grant, all records must be kept for **three years** after the disposal date of the asset, which may extend well past the grant closure date. The obligations of SUBRECIPIENT under this provision survive the termination or expiration of this Agreement.
2. Both PARTIES warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and, further, that no member or delegate to Congress or City Council, or any employee of PHOENIX or SUBRECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUBRECIPIENT shall fully comply with the Disadvantaged Business Enterprise (**"DBE"**) regulations of USDOT, 49 CFR Part 26. SUBRECIPIENT shall abide by all stipulations, regulations, and procedures set forth in PHOENIX's FTA-approved DBE Program Plan. The Transit Civil Rights Officer of PHOENIX's Public Transit Department and representative(s) of PHOENIX's Equal Opportunity Department will meet annually with SUBRECIPIENT to cooperatively determine DBE participation for all FTA-assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUBRECIPIENT agrees to comply with all laws, rules, regulations, standards, orders, or directives applicable to: (a) this Agreement; (b) the services provided pursuant to this Agreement; and (c) PHOENIX, as the designated recipient of FTA funding. These laws, rules, regulations, standards, orders, and directives include federal, state, and local laws and those items set forth here in **Exhibit D** and below in **Exhibit E**.
5. The PARTIES acknowledge that federal funds are being used for the work, services, and operations provided under this Agreement. In that regard, PHOENIX, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (**"FTA"**) Master Grant Agreement. In order for SUBRECIPIENT to receive funding under this Agreement with PHOENIX, SUBRECIPIENT is required to similarly accept and comply with all such terms and conditions, and

SUBRECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement and any subsequent revisions are publicly available at transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements and incorporated into this Agreement by reference. SUBRECIPIENT is solely responsible for complying with all the terms and conditions of the Master Grant Agreement and any subsequent revisions.

6. SUBRECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (“**IRCA**”) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUBRECIPIENT shall fully comply with Equal Employment Opportunity (“**EEO**”) regulations of the USDOT Urban Mass Transportation Administration (“**UMTA**”) Circular 4704.1. SUBRECIPIENT shall provide an EEO Program Plan when they employ **50 or more** transit-related employees and requests or receives: (a) planning assistance under Section 8 or 9 of the Urban Mass Transportation (“**UMT**”) Act (or any combination thereof) in excess of **\$250,000** in the previous federal fiscal year; or (b) capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act, 23 U.S.C. 142 (a)(2), or 23 U.S.C. 103(e) (or any combination thereof) in excess of **\$1 million** in the previous federal fiscal year. SUBRECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with **50 or more** transit-related employees shall provide an EEO Program Plan.
8. Section 319 of Public Law 101-121 prohibits recipients of federal contracts from using appropriated funds for lobbying U.S. Federal Agencies or the United States Congress in connection with a specific covered federal action and requires all persons to disclose lobbying if they request or receive a covered federal action.

By signing this agreement, SUBRECIPIENT certifies that:

- A. SUBRECIPIENT shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that SUBRECIPIENT shall certify and disclose accordingly.
- B. No federally appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the: (1) award of any federal contract; (2)

EXHIBIT D, Page 2

grant of any federal loan; (3) provision of any federal grant; (4) entrance into any cooperative agreement; and (5) extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- C. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **\$10,000** and not more than **\$100,000** for each such failure.
9. If a current or prospective legal matter that may affect the Federal Government emerges, the SUBRECIPIENT must promptly notify PHOENIX, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. The SUBRECIPIENT must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
- A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - C. The SUBRECIPIENT must promptly notify PHOENIX, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9, if the SUBRECIPIENT

EXHIBIT D, Page 3

has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the SUBRECIPIENT. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the SUBRECIPIENT. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the SUBRECIPIENT.

10. PHOENIX and SUBRECIPIENT are prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is:
 - A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - B. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes.
 - C. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in

EXHIBIT D, Page 4

consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained

EXHIBIT E

Partial List of Applicable Laws

- A. Federal Codes. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (**"Title VI"**) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (**"Nondiscrimination Regulations"**) and other pertinent directives so that no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBRECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration. SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Nondiscrimination Regulations.

More specifically and without limiting the above general assurance, SUBRECIPIENT hereby gives the following specific assurances with respect to the Project(s):

1. SUBRECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Nondiscrimination Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form, in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation," issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

2. If SUBRECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUBRECIPIENT to make selection of the trainee or fellow without regard to race, color, sex, or national origin.

3. Where SUBRECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUBRECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex, or national origin.
 4. Where SUBRECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, sex, or national origin.
 5. This assurance obligates SUBRECIPIENT for the period during which federal financial assistance is extended to the Project(s).
 6. SUBRECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, subcontractors, transferees, successors-in-interest and other participants under such program will comply with all requirements imposed pursuant to 49 U.S.C. chapter 53, the Nondiscrimination Regulations, and this assurance.
 7. SUBRECIPIENT agrees that PHOENIX has a right to seek judicial enforcement regarding any matter arising under 49 U.S.C. chapter 53, the Nondiscrimination Regulations, and this assurance.
- B. Compliance with FTA Regulations. During the performance of this Agreement, SUBRECIPIENT, for itself, its assignees and successors-in-interest agrees as follows:
1. SUBRECIPIENT shall comply with the Nondiscrimination Regulations, as they may be amended from time to time, which are incorporated by reference and made a part of this Agreement.
 2. With regard to the work performed by it during the Agreement, SUBRECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement and leases of equipment.
 3. In all solicitations, either by competitive bidding or negotiation, made by SUBRECIPIENT for work to be performed under a subcontract—including procurement of materials or leases of equipment—each potential subcontractor or supplier shall be notified by SUBRECIPIENT of the subcontractor's obligations under this Agreement and the Nondiscrimination Regulations.

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4. SUBRECIPIENT shall provide all information and reports required by the Nondiscrimination Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PHOENIX or FTA to be pertinent to ascertain compliance with such Nondiscrimination Regulations, orders, and instructions. Where any information required of SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUBRECIPIENT shall so certify to PHOENIX or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. If SUBRECIPIENT fails to comply with the nondiscrimination provisions of this Agreement, then PHOENIX shall impose such contract sanctions as it or FTA may determine to be appropriate, including: (a) withholding of payments to SUBRECIPIENT under the grant award until SUBRECIPIENT complies; and (b) cancellation, termination, or suspension of this Agreement, in whole or in part.
6. SUBRECIPIENT shall include the FTA provisions included above in paragraphs 1 through 5 of **Exhibit E**, section B, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Nondiscrimination Regulations or governing directives issued. SUBRECIPIENT shall take such action with respect to any subcontract or procurement as PHOENIX or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. If SUBRECIPIENT becomes involved in, or is threatened by litigation with a subcontractor or supplier as a result of such direction, then SUBRECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.
7. SUBRECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUBRECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUBRECIPIENT. SUBRECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX, and shall maintain a Title VI complaint log of closed investigations for **three years**. SUBRECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI. The obligations of SUBRECIPIENT under this provision survive the termination or expiration of this Agreement.

EXHIBIT E, Page 3

8. SUBRECIPIENT avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in Section 5333(b) of Title 49 U.S. Code, as amended (formerly Section 13(c) of the Federal Transit Act of 1964, 49 U.S.C. 1609). SUBRECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees.
9. SUBRECIPIENT shall comply with the following statutes and regulations:
- 18 U.S.C. 1001
 - Section 5301 of 49 U.S.C. chapter 53
 - Section 5309(i) of 49 U.S.C. chapter 53
 - Section 5310 of 49 U.S.C. chapter 53, which provides—among other thing—for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities
 - Section 5323(d) and (f) of 49 U.S.C. chapter 53
 - Section 5326 of 49 U.S.C. chapter 53
 - Section 5329 of 49 U.S.C. chapter 53
 - Section 5332 of 49 U.S.C. chapter 53, which prohibits—among other things—discrimination on the basis of race, color, creed, national origin, sex, or age
 - Section 5333 of 49 U.S.C. chapter 53, which requires compliance with applicable labor requirements
 - Section 5337 of 49 U.S.C. chapter 53
 - Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, which prohibits—among other things—discrimination on the basis of race, color or national origin by recipients of federal financial assistance.
 - Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, which prohibits—among other things—discrimination in employment
 - Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, which prohibits—among other things—discrimination on the basis of disability
 - 49 CFR Part 600 et seq. regulations promulgated by FTA
 - 49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, minority business enterprise (DBE/women's business enterprise), relocation and land acquisition, and nondiscrimination based on disability, respectively
 - 46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements

EXHIBIT E, Page 4

- 36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation
- 31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit
- 40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements
- 29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections

C. Drug and Alcohol Testing. SUBRECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol regulations, as specified in 49 CFR 40, 49 CFR 653, and 49 CFR 654. That plan and program shall be modified to incorporate and comply with such other regulations as were adopted by the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

EXHIBIT F

Required Local Provisions

1. Assignability; Successors and Assigns. This Agreement and any rights or obligations hereunder shall not be transferred or assigned, in whole or in part, by SUBRECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
2. Employment and Organization Disclaimer. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the PARTIES, and the rights and the obligations of the PARTIES shall be only those expressly set forth herein. Neither PARTY (nor any employee of either PARTY) is the agent of the other PARTY or otherwise authorized to act on behalf of the other PARTY for any purpose.
3. Entire Agreement; Modification (No Oral Modification). This Agreement and any Exhibits, Attachments, or Schedules attached hereto constitute the full and complete understanding and agreement of the PARTIES. This Agreement supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement. This Agreement and its terms may not be modified or changed except in writing signed by both PARTIES.
4. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof. This Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.
5. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the PARTIES arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
6. Inspection and Audit. The provisions of A.R.S. Section 35-214 shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.

7. Compliance with Laws and Permits. SUBRECIPIENT shall comply with all applicable laws, ordinances, regulations, and codes of federal, state and local governments. Further, SUBRECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement.
8. Non-waiver. If PHOENIX fails or delays in exercising or enforcing any right, power, privilege, or remedy under this Agreement, such failure or delay shall not be deemed a waiver, release, or modification of the requirements—or any other terms or provisions—of this Agreement.
9. Contract Cancellation. The PARTIES acknowledge that this Agreement is subject to cancellation by PHOENIX, or cancellation by SUBRECIPIENT if it is a government entity, pursuant to the provisions of A.R.S. Section 38-511.
10. Legal Worker Requirements. PHOENIX is prohibited by A.R.S. Section 41-4401 from awarding a contract (agreement) to any SUBRECIPIENT who fails, or whose contractors fail, to comply with A.R.S. Section 23-214(A). Therefore, SUBRECIPIENT agrees that:
 - A. SUBRECIPIENT and each contractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A).
 - B. A breach of warranty under paragraph A will be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.
 - C. PHOENIX retains the legal right to inspect the papers of SUBRECIPIENT or any contractor employee who works on the Agreement to ensure that the SUBRECIPIENT or any contractor is complying with the warranty under paragraph A.

ITEM #: 11.
DATE: 04/10/2023
AI #:1413



CITY COUNCIL ACTION REPORT

SUBJECT: AMENDMENTS TO CHAPTER 15 OF THE GOODYEAR CODE OF ORDINANCES (SUBDIVISION REGULATIONS)

STAFF PRESENTER(S): Steve Careccia, Planning Manager

SUMMARY

Proposed amendments to the City of Goodyear Subdivision Regulations related to the approval of preliminary plats.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2296 DECLARING AS PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "EXHIBIT A - AMENDMENT TO CHAPTER 15 SUBDIVISION REGULATIONS OF THE GOODYEAR CODE OF ORDINANCES."

2. ADOPT ORDINANCE NO. 2023-1572 AMENDING SECTION 15-2-3 (STAGE II – PRELIMINARY PLAT) OF THE GOODYEAR CODE OF ORDINANCES; PROVIDING FOR CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Steve Careccia, Planning Manager)

FISCAL IMPACT

The proposed changes to the subdivision regulations are revenue neutral. Potential changes to existing fees may be brought forward at a future time either individually or as part of a comprehensive fee review.

BACKGROUND AND PREVIOUS ACTIONS

Pursuant to A.R.S. Section 9-463.01, the legislative body of every municipality shall regulate the subdivision of land within its corporate limits. As such, the city of Goodyear has adopted subdivision regulations codified in Chapter 15 of the Goodyear Code of Ordinances (the "Subdivision Regulations"). The Subdivision Regulations were originally adopted by the City Council in 1994 and have undergone several amendments since that time.

The most recent amendments to the Subdivision Regulations were approved by the City Council on December 13, 2021, with adoption by Ordinance No. 2021-1521. These amendments related to preliminary and final plats and consisted of the following:

- Waiver of preliminary plat requirement for those subdivisions that included 10 or fewer lots, tracts or parcels, if the proposed subdivision is consistent with the zoning applicable to the subdivision, including compliance with the minimum size of each lot, tract and parcel required in the zoning applicable to the subdivision. If waived, the entity subdividing the property would be able to proceed directly to the submission of a final plat and engineering plans.
- Clarification that a preliminary plat expires unless a final plat that includes all or part of the property included in the preliminary plat has been recorded or an extension has been granted. In addition, the Development Services Director, or designee, has the authority to administratively grant a single 12-month extension to extend the expiration date of a preliminary plat approval and the City Council would have the ability to grant one additional 12-month extension. The regulations prohibit any extension from being granted unless all of the following conditions have been met: (i) there have been no substantive changes to any of the standards listed in Section 15-2-3(B) of the Goodyear City Code; (ii) that the existing preliminary plat continues to comply with all applicable requirements; and (iii) the subdivider has expended substantial effort to prepare a final plat and engineering plans to support such final plat.
- Granted the Development Services Director, or designee, the authority to administratively grant a single 90-day extension to extend the deadline for recordation of a final plat and the City Council would have the ability to grant one additional 90-day extension. The regulations prohibit any extension from being granted unless all of the following conditions have been met: (i) there have been no substantive changes to any of the standards listed in Section 15-2-5(D) of the Goodyear City Code; (ii) that the existing preliminary plat continues to comply with all applicable requirements; and (iii) the subdivider has expended substantial effort and made substantial progress towards the completion of engineering construction plans for the required subdivision improvements.
- In addition to the foregoing changes, other changes were made for clarification purposes,

such as changes to the definitions.

For the approval of preliminary plats, the Subdivision Regulations currently require review and recommendation from the Planning and Zoning Commission and approval from the City Council. Preliminary plat approval is valid for 12 months. As noted above, a one-time administrative extension is available along with the availability of a one-time extension granted by the Council.

A worksession with the City Council was held on October 3, 2022. At the worksession, the staff presented Council with information on process improvements proposed within the Development Services Department. One of the proposed improvements involved the approval of preliminary plats. As noted previously herein, preliminary plats require review by the Planning and Zoning Commission and approval from the City Council. But, as Arizona State Statutes do not specifically require Commission or Council approval of preliminary plats, staff identified this area as a potential process improvement. A review of 10 other cities within the Phoenix-metro area found that all 10 either administratively approved preliminary plats or approval was under the purview of a Planning Commission. Only the city of Goodyear required both Commission and Council review and approval. As such, it was determined that if preliminary plat approval could be delegated to the staff, then it could result in greater efficiencies and time savings for both staff and applicants. At this time, it is estimated that applicants could save at least one to two months of processing time by foregoing the requirement for Commission and Council review and approval. Fees paid by the applicant could also be reduced, upon future Council action, with an initial analysis indicating the fee for a subdivision of 11–200 lots could be reduced from the current amount of \$6,155 and for a subdivision of 201 lots or greater the fee could be reduced from the current amount of \$8,317. These general findings were presented to the Council at the October 3rd worksession, and Council directed staff to proceed with the process improvement.

STAFF ANALYSIS

As directed by the City Council, staff is proposing to amend the Subdivisions Regulations for process improvement purposes. The amendment, as attached hereto, will delegate the approval of preliminary plats to the staff, specifically the Development Services Director (Director). The Director may approve, approve with conditions or deny an application for preliminary plat. Appeals of the Director's decision may be made to the Planning and Zoning Commission, with a further appeal to the City Council.

As proposed herein and within the attached, Staff finds the proposed modifications to the Subdivision Regulations will further the city's goal of expediting the development process without compromising city standards.

Attachments

Resolution

Resolution Ex A - Amendment

Ordinance

Staff Presentation

RESOLUTION NO. 2023-2296

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "EXHIBIT A – AMENDMENT TO CHAPTER 15 SUBDIVISION REGULATIONS OF THE GOODYEAR CODE OF ORDINANCES."

Be it resolved by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, as follows:

SECTION 1. DECLARATION OF PUBLIC RECORD

That certain document titled "Exhibit A – Amendment to Chapter 15 Subdivision Regulations of the Goodyear Code of Ordinances," a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned document is declared a public record in connection with the adoption of Ordinance 2023-1572.

SECTION 3. COPIES FILED WITH THE CITY CLERK

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S 44-7041 of the aforementioned document being declared a public record herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

**Exhibit A – Amendment to Chapter 15 Subdivision Regulations of the Goodyear
Code of Ordinances**

Legislative Format (additional text double underline, deleted text ~~strike-through~~)

§ 15-2-3 Stage II - Preliminary plat.

The preliminary plat stage includes detailed subdivision planning, submittal, review and approval of the preliminary plat. The preliminary plat will be processed and reviewed in accordance with the procedures generally described herein and more particularly described in the Administrative Process Manual and the Engineering Design Standards and Policies Manual. If there is a conflict between the procedures generally described herein and more particularly described in the Administrative Process Manual, Zoning Ordinance, and in the Engineering Design Standards and Policies Manual, the procedures generally described herein shall govern.

(A) *Development Services Department.* The Development Services Department (Department) shall establish the procedures and requirements for the submittal of applications for preliminary plat and be responsible for the processing and distribution of such applications for review and decision.

(B) *Development Review Committee.* The Development Review Committee (Committee), as established by the city of Goodyear Zoning Ordinance, shall review and make recommendation to the Development Services Director on applications for Preliminary Plats, Minor Land Divisions, and other plans that fall under this Section. The Committee's recommendation shall be to approve, approve with conditions, or deny. The Committee may promulgate rules and procedures with respect to Committee activities.

(AC) *Zoning.* The subdivision shall be designed to meet the specific development standards, minimum dimension requirements and all other requirements for the zoning district in which it is located, and to comply with all zoning conditions and/or stipulations attached to the property.

(1) *Concurrent Processing.* If a proposed preliminary plat is inconsistent with the requirements for the zoning district in which the property is located and/or any zoning conditions or stipulations attached to the property ("zoning"), the City will concurrently process the application for the proposed preliminary plat and an application to amend the zoning as generally described herein ~~and as further described in the Administrative Process Manual adopted by the City Council as amended from time to time~~. The Department shall not accept the submission of the preliminary plat until an application to amend the zoning on the property

being platted has been submitted by the property owner or an authorized agent of the property owner. If the ordinance amending the zoning on the property has not been enacted or taken effect prior to the expiration of the substantive review time frame adopted for the review of preliminary plat applications, the application shall either be denied prior to the expiration of the substantive review time frame or, at the discretion of the Development Services Director ~~City Council~~, conditionally approved subject to the ordinance amending the zoning on the property being enacted and taking effect. No pre-development activity for a subdivision that occurs while an application for zoning amendment is pending, including, but not limited to, the processing of and/or conditional approval of a preliminary plat, shall be construed as having been undertaken in reliance on a favorable determination of such zoning application.

(2) *Waiver of Preliminary Plat.* The ~~Engineering Director~~ Development Services Director or designee may waive the requirement for a preliminary plat for proposed subdivisions that will include 10 or fewer lots, tracts or parcels if the proposed subdivision will be consistent with the zoning applicable to the subdivision, including compliance with the minimum size of each lot, tract and parcel required in the zoning applicable to the subdivision. If the requirement for a preliminary plat is waived, the subdivider may then proceed directly to the submission of a final plat and engineering plans.

(~~B~~D) *Additional Requirements.* The preliminary plat and the proposed development reflected therein shall comply with the requirements set forth in:

- (1) the Subdivision Regulations;
- (2) the Engineering Design Standards and Policies Manual;
- (3) the Flood Prevention Regulations;
- (4) the City of Goodyear General Plan and related Master Plans;
- (5) the Zoning Ordinance of the City of Goodyear;
- (6) any applicable Zoning Conditions;
- (7) any applicable Development Agreement;
- (8) the City of Goodyear Design Guidelines Manual; and
- (9) all other applicable federal, state, and local laws, ordinances, codes, rules, regulations, policies, and guidelines, ~~including by way of example, but not limitation:~~

~~(a) regulations established by the Maricopa County Flood Control District relating to the construction or prevention of construction of streets in lands established as being subject to periodic inundation;~~

~~(b) regulations established by the State of Arizona Department of Transportation relating to provisions for safety of entrance upon and departure from abutting state highways;~~

~~(c) regulations established by the State of Arizona Department of Health Services and Maricopa County Health Department relating to the provision of domestic water supply and sanitary sewage disposal;~~

~~(d) regulations established by the Arizona Department of Environmental Quality, Arizona Department of Water Resources, and the Maricopa County Department of Environmental Quality governing development in Maricopa County.~~

(C) *Water and Wastewater.* As a prerequisite of preliminary plat review by the Committee, the subdivider shall have informed the applicable state and county agencies and the City, or other applicable utility provider, of the tentative subdivision plans and learned the general requirements for potable water supply, distribution, and fire protection and for wastewater treatment and transmission for the property being platted. The preliminary plat and development reflected in the preliminary plat shall comply with applicable requirements for potable water supply, distribution, and fire protection; for wastewater treatment and transmission; and for the transport and use of reclaimed water for the property being platted. A statement as to the proposed source of water supplies for the development and proposed wastewater disposal facilities shall be included on the preliminary plat.

(D) *Preliminary Plat Submission.*

~~(1) Applications for preliminary plats shall be made in the manner established by the Department and shall include all of the information identified in the: application form(s), in the section of the Administrative Process Manual related to preliminary plats, in the Subdivision Regulations, and in the Engineering Standards. Except as provided herein, the application shall be submitted by the property owner or an authorized agent of the property owner and all applicable fees shall be paid when the application is submitted. The City shall be entitled to initiate an application for a preliminary plat filed for the purpose of reverting to acreage land previously subdivided as needed to revoke a previously approved final plat. The subdivider shall submit an application for preliminary plat, the preliminary plat and all required supporting data~~

prepared in accordance with the requirements set forth herein and in the manner established by the Department as identified on the application forms.

(2) The Department may request additional information, and may, during the administrative completeness review process, modify or waive submission requirements as deemed appropriate to the size or nature of the subdivision.

(3) The subdivider shall pay user fees upon application as adopted by the City Council.

(34) The formatting, content and information to be provided in and in support of the preliminary plat and the formatting, content and information to be provided in and in support of the preliminary engineering plans and reports that are to be submitted in connection with an application for a preliminary plat shall comply with the requirements set forth in the Subdivision Regulations, the Flood Prevention Regulations, the Engineering Design Standards and Policies Manual, ~~the Administrative Process Manual~~, and any other applicable federal, state, and/or local law, ordinance, code, rule, regulation, policy, and/or guideline.

(45) Subdivisions containing hillside areas shall provide all applicable information as specified in Section [15-3-9](#).

(56) Residential subdivisions near existing or proposed freeways shall provide all applicable information as specified in Section [15-4-4\(P\)](#).

(7) A subdivision that is to be constructed in phases may require approval of a preliminary phasing plan as determined by the Department. A preliminary phasing plan shall be prepared in accordance with the Engineering Design Standards and Policies Manual.

(G) Administrative Review. The Department shall check the submittal for completeness.

(1) If the submittal is incomplete, then the deficiencies shall be noted, and the submittals returned to the applicant.

(2) If deemed complete, then the preliminary plat shall be assigned a case number and distributed to the Committee, other City departments, City staff and outside agencies for review and comment. Comments shall be provided to the subdivider.

(EH) Preliminary Plat Review. ~~The Department-Committee~~ shall review the preliminary plat and supporting documentation for compliance with the applicable requirements.

(1) ~~Once the submission has been deemed complete, the~~ The Department Committee shall conduct a review of the preliminary plat to ensure compliance with the codes and ordinance stated herein.

~~(2) The preliminary plat shall be distributed to other City departments, City staff and outside agencies for review and comment. Comments shall be provided to the subdivider.~~

(22) The Department's Committee's comments shall identify areas in which the preliminary plat submission, which includes the preliminary plat and all required supporting documentation, requires revision in order to comply with applicable requirements.

(33) The subdivider shall be responsible for revising the preliminary plat submission in accordance with the comments provided by the review. The response to the Department's Committee's comments shall be made in the manner and format requested by the Committee and as established by the Department.

(I) *Preliminary Plat Approval.* The ~~Department~~ Committee will schedule the preliminary plat for consideration for approval generally as follows:

(1) Upon completion of the review process by ~~City staff~~ the Committee, the preliminary plat will be scheduled for public meetings before the ~~Planning and Zoning Commission and City Council.~~ The Department will provide a recommendation of approval, approval with conditions, or denial to the ~~Commission and Council~~ forwarded to the Development Services Director to approve, approve with conditions, or deny.

~~(2) The Commission shall make a recommendation to the Council. The Commission may vote to forward a recommendation of approval, approval with conditions, or denial to the Council.~~

~~(3) The Council shall consider the preliminary plat and the Department and Commission recommendations and may take action to approve, conditionally approve or deny the preliminary plat.~~

~~(4) If the preliminary plat is generally acceptable, but requires minor revision before proceeding with the preparation of the final plat, the Council may find conditional approval and the required conditions noted in the minutes of the meeting and in correspondence provided to the subdivider. At the direction of the Council, the preliminary plat may be given approval subject to the revisions in accordance with the stated conditions and review by the Department.~~

~~(52) Council may~~ In accordance with Section 15-1-3, the Development Services Director may impose conditions on the approval of the preliminary plat and/or on the approval of any extension of a preliminary plat approval as ~~Council deems~~ deemed necessary to implement the requirements of any federal, state, and/or local law, ordinance, code, rule, regulation, policy and/or guideline; to protect the public from potential adverse impacts from the proposed development; or to fulfill an identified need for public services. The conditions of approval shall be ~~noted in the Council meeting minutes and in correspondence~~ provided to the subdivider.

(3) If the plat is approved with conditions or denied, the subdivider may appeal the conditions and/or decision pursuant as provided herein.

~~(6) If the Council finds the preliminary plat does not meet the requirements of this chapter or other applicable plans, codes, ordinances or design guidelines, the Council shall take action to deny the preliminary plat. The Department will provide notice to the subdivider indicating the reasons for the denial.~~

~~(G.)~~ *Significance of Preliminary Plat Approval.* Preliminary plat approval constitutes authorization for the subdivider to proceed with preparation of the final plat and the engineering plans and specifications for public improvements. Preliminary plat approval is subject to the following conditions:

(1) The basic conditions under which approval of the preliminary plat was granted will not be changed prior to the expiration date.

(2) An approved preliminary plat shall expire 12 months from the date of ~~Council~~ approval unless either a final plat has been submitted for all or part of the property included in the preliminary plat or an extension has been obtained, as provided herein.

(3) The ~~City Engineer~~ Development Services Director, or designee, may administratively grant a single 12-month extension to extend the expiration date of a preliminary plat approval. Should additional time be warranted beyond an extension granted by the Development Services Director or designee the Council may grant an additional, one time 12-month extension of the preliminary plat approval.

(a) No extensions shall be granted hereunder unless all of the following conditions have been met: ~~(a)~~ there have been no substantive changes to any of the standards listed in subsection (BD) of this section; ~~(b)~~ (ii) that the existing preliminary plat continues to comply with all

applicable requirements; and (eiii) the subdivider has expended substantial effort to prepare a final plat and engineering plans to support such final plat.

(b) A request for an extension hereunder shall be formally submitted to the City Department prior to the expiration of the preliminary plat approval and shall be accompanied by documentation demonstrating compliance with the conditions set forth herein. If such requests for extension, including the supporting documentation, are filed prior to the expiration of the preliminary plat approval, then the preliminary plat approval shall continue in effect until such time as the requests for extension have been acted upon. The preliminary plat shall expire upon either the date such request for extension was denied or the expiration date of a preliminary plat approval, whichever is later.

(4) Preliminary plat approval does not assure final acceptance of streets for dedication.

(5) Preliminary plat approval does not assure that the subdivider will receive a certificate of assured water supply or a written commitment of water service for the proposed subdivision from the City or private water company designated as having an assured water supply as required under Arizona law as a requirement for final plat approval.

~~(HK) Appeals. The decision of the City Engineer or designee to deny a request to waive the requirement for a preliminary plat shall be final. The decision of the Council to approve, conditionally approve, or deny a preliminary plat shall be final. The decision of the Development Services Director or designee and the decision of the Council to deny a request for an extension to extend the expiration date of a preliminary plat approval are final. Persons with standing who are aggrieved by such decisions and who desire to appeal such decisions shall, within thirty (30) days after the decision is rendered, file a complaint for special action in the superior court of Maricopa County to review the decision. The decision of the Development Services Director to deny a request to waive the requirement for a preliminary plat; approve, conditionally approve, or deny a preliminary plat; or deny a request for an extension to extend the expiration date of a preliminary plat approval shall be final. The decision of the Council to deny a request for an extension to extend the expiration date of a preliminary plat approval shall be final.~~

(1) The subdivider may appeal the decision of the Development Services Director to the Planning and Zoning Commission. The appeal, along with any required processing fee, shall be filed in writing to the Department within fifteen (15) working days after the decision is rendered. The appeal shall give reasons for the appeal and the relief requested.

(2) The Planning and Zoning Commission may approve, approve with modifications, conditionally approve, or deny the appeal. The decision of the Planning and Zoning Commission shall be in writing and shall be binding, unless such decision is appealed to the City Council.

(3) The subdivider may appeal the decision of the Planning and Zoning Commission to the City Council. The appeal, along with any required processing fee, shall be filed in writing with the City Clerk within fifteen (15) working days from the date of the decision by the Planning and Zoning Commission. The appeal shall provide reasons for the appeal and the relief requested.

(4) The City Council may approve, approve with modifications, conditionally approve, or deny the appeal. The decision of the City Council shall be in writing and shall be final.

(5) The subdivider, if aggrieved by a decision of the City Council hereunder may, within thirty (30) days after the Council rendered its decision, file a complaint for special action in the superior court of Maricopa County to review the Council's decision.

(4L) *Amendment.* All or part of an approved preliminary plat may be amended. The amendment process shall be the same as the original approval process for preliminary plats.

ORDINANCE NO. 2023-1572

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING SECTION 15-2-3 (STAGE II – PRELIMINARY PLAT) OF THE GOODYEAR CODE OF ORDINANCES; PROVIDING FOR CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, pursuant to A.R.S. Section 9-463.01, the legislative body of every municipality shall regulate the subdivision of land within its corporate limits. As such, the city of Goodyear has adopted subdivision regulations codified in Chapter 15 of the Goodyear Code of Ordinances (the “Subdivision Regulations”). The Subdivision Regulations were originally adopted by the City Council in 1994 and have undergone several amendments since that time; and

WHEREAS, the most recent amendments to the Subdivision Regulations were approved by the City Council on December 13, 2021, with adoption by Ordinance No. 2021-1521. These amendments permitted the Development Services Director to administratively grant extensions of approval for preliminary and final plats; and

WHEREAS, with regards to the processing of preliminary plats, the Subdivision Regulations currently require review and recommendation from the Planning and Zoning Commission and approval from the City Council; and

WHEREAS, the city is constantly engaged in exploring process improvements that will expedite the development process without compromising city standards; and

WHEREAS, a worksession with the City Council was held on October 3, 2022, where staff presented Council with information on a process improvement involving the approval of preliminary plats. As Arizona Revised Statutes do not specifically require Commission or Council approval of preliminary plats, it was determined that if preliminary plat approval could be delegated to the staff, then it could result in greater efficiencies and time savings for both staff and applicants, with an estimation that applicants could save at least one to two months of processing time by foregoing the requirement for Commission and Council review and approval. Said findings were presented to the Council at the October 3, 2022 worksession, and Council directed staff to proceed with the process improvement; and

WHEREAS, as directed by the Council, staff is proposing to amend the Subdivision Regulations to delegate the approval of preliminary plats to the staff, specifically the Development Services Director, who may approve, approve with conditions or deny an application for preliminary plat. Appeals of the Director’s decision may be made to the Planning and Zoning Commission, with a further appeal to the City Council; and

WHEREAS, the proposed modifications to the Subdivision Regulations shall further the city’s goal of expediting the development process without compromising city standards; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona find that the amendment of the Subdivision Regulations in Chapter 15 of the Goodyear Code of Ordinances as set forth below is in the best interests and welfare of the city and its residents.

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

SECTION 1. AMENDMENT TO SECTION 15-2-3 OF THE GOODYEAR CODE OF ORDINANCES

Section 15-2-3 (Stage II – Preliminary Plat) in Chapter 15 (Subdivision Regulations) of the Goodyear Code of Ordinances is hereby amended as set forth in that certain document titled “EXHIBIT A – AMENDMENT TO CHAPTER 15 SUBDIVISION REGULATIONS OF THE GOODYEAR CODE OF ORDINANCES” declared a Public Record by Resolution 2023-2296 and which is hereby adopted and incorporated herein by this reference.

SECTION 2. CORRECTIONS

The Development Services Director, City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 3. SEVERABILITY

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of the ordinance or parts thereof.

SECTION 4. EFFECTIVE DATE

This ordinance shall become effective as prescribed by law. The provisions of Chapter 15 of the Goodyear City Code of Ordinances being amended by this Ordinance shall Ordinance full force and effect from the effective date of this Ordinance.

SECTION 5. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney



Amendment to Subdivision Regulations for Preliminary Plats

City Council
4.10.23

Subdivision Regulations



BACKGROUND

- City regulates subdivision of land
- Adopted 1994, as amended
- 2021 amendment
 - allowed waiver of PP requirement (10 or fewer lots)
 - administrative extensions of PP/FP approval

Subdivision Regulations



WORKSESSION

- Oct 3, 2022 Council direction
- Preliminary plats require Commission/Council action
- Goodyear the exception
- Proposed administrative approval
- Support continuous improvement

Subdivision Regulations



WORKSESSION

- Benefits
 - Applicants save 1-2 months
 - Staff/departmental efficiencies
 - Fee savings (analyzed with last fee study)*
 - \$1,493 (11-200 lots)
 - \$2,796 (201+ lots)
- Council directed staff to move forward

*Fee changes subject to future Council action

Subdivision Regulations



PROPOSED AMENDMENT

- Administrative PP approval
- Development Services Director
 - Approve, approve with conditions, or deny
 - Appeal Director's decision to Commission
 - Appeal Commission's decision to Council

Subdivision Regulations



OUTREACH & ANALYSIS

- Support from development community
 - Developer Forum
- Greater efficiencies for applicants & staff
- Time saving for applicants
- Cost savings
- Foster continuous improvement efforts

Subdivision Regulations



RECOMMENDATION

- Approve amendment to subdivision regulations
- Adopt Ordinance No. 23-1572

ITEM #: 12.
DATE: 04/10/2023
AI #:1417



CITY COUNCIL ACTION REPORT

SUBJECT: DEVELOPMENT AGREEMENT FOR FULTON HOMES AT BALLPARK VILLAGE

STAFF PRESENTER(S): Stephen Scinto, Director of Engineering

SUMMARY

The Development Agreement for Fulton Homes at Ballpark Village is intended to address Fulton Home's obligations related to the construction of or payment toward the costs of public infrastructure along the frontage of or adjacent to the Property and the terms pursuant to which Fulton Homes will complete the construction of public infrastructure improvements for which Fulton Homes is not 100% responsible for constructing.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2302 APPROVING THE DEVELOPMENT AGREEMENT FOR FULTON HOMES AT BALLPARK VILLAGE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAID DEVELOPMENT AGREEMENT; PROVIDING AUTHORIZATION FOR FUTURE ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (Stephen Scinto, Director of Engineering)

FISCAL IMPACT

The Development Agreement for Fulton Homes at Ballpark Village addresses the obligations of Fulton Homes for the construction of or payment toward the costs of public infrastructure along the frontage of or adjacent to the Property which they are responsible for.

The Development Agreement for Fulton Homes at Ballpark Village also addresses the city's reimbursement obligations if Fulton Homes were to construct public infrastructure improvements on behalf of the City for which Fulton Homes is not responsible for constructing, however construction of which would prevent the creation of scalloped streets. If Fulton Homes constructs improvements contemplated in this development agreement the City would be responsible for reimbursing Fulton Homes for the cost incurred in the completion of these

improvements:

Yuma Road Improvements are currently estimated to be \$4.2 million.

- A portion of this cost will be offset by in-lieu payments made by adjacent projects, as they develop. To date, the City has received an In-Lieu payment from Centerra for Yuma Road in the amount of \$539,400.
- Additional future in-lieu payments from other adjacent properties are estimated at \$2.4 million and will be paid when the projects develop.
- Based on current estimates the remaining \$1.3 million is the responsibility of the City.

Traffic signal at the intersection of Goodyear Boulevard and Yuma Road currently estimated to be \$500,000.

- The City would be responsible for reimbursing Fulton Homes for 50% of the costs of these improvements
- One additional in-lieu payment of 25% of the estimated cost is anticipated upon the development of the northwest corner.

If Fulton Homes does not complete the Reimbursable Improvements described above, the City would be responsible for constructing the improvements at some point in the future and Fulton Homes would be required to remit an in-lieu payment of the estimated costs. Completion of these projects by Fulton Homes is anticipated to result in lower overall cost and avoid the creation of scalloped roads. The full cost to the City will be approximately \$4.7 million which will be funded in the FY2024-28 Capital Improvement Plan.

BACKGROUND AND PREVIOUS ACTIONS

Fulton Homes owns approximately 156 acres of land generally located at the southeast corner of Estrella Parkway and Yuma Road that is being developed as Fulton Homes at Ballpark Village (the "Property"). The Property was zoned to the Planned Area Development (PAD) Zoning District by Ordinance 2022-1535 adopted by the Mayor and Council of the City of Goodyear on April 18, 2022. Subsequently, the PAD was amended by Ordinance No. 2023-1567, adopted by the Mayor and Council of the City of Goodyear on January 11, 2023. In addition, a Preliminary Plat for Fulton Homes at Ballpark Village was also approved by the Mayor and Council of the City of Goodyear on January 11, 2023.

STAFF ANALYSIS

Under applicable Development Regulations and conditions of approval/stipulations in Ordinance 2022-1535, the property owner is required to dedicate right-of-way; construct infrastructure improvements unless constructed by others; make in-lieu payments for infrastructure improvements for which Owner was otherwise required to construct but were constructed by others; and make in-lieu payments for infrastructure improvements for which Owner was not 100% responsible. The Property is adjacent to the section of Yuma Road between Estrella Parkway and the western boundary of the Bullard Wash is adjacent to the northern boundary of the Property. The Development Agreement for Fulton Homes at Ballpark Village addresses the property owner's responsibilities as it relates to improvements to Yuma Road.

Yuma Road Improvements Owner is Required to Construct:

Owner is required to construct full half-street improvements for the south half of the section of Yuma Road that fronts the northern boundary of the Property. The development agreement addresses Owner's responsibilities for these improvements, including the timing the

improvements are to be completed and Owner's obligations for making in-lieu payments if the improvements have been or are being completed by others. The completion of the improvements to the south half of Yuma Road will be phased with the section of Yuma Road between Estrella Parkway and Goodyear Blvd being completed before any certificates of completion or occupancy, except for model homes, are issued for any structures within the entire Property ("Phase 1 Yuma Road Improvements"). The section of Yuma Road between Goodyear Blvd and the western boundary of the Bullard Wash is to be completed before any certificates of completion or occupancy are issued for structures, within the area identified as Phase 2 and Phase 3 of the Property ("Phase 2 Yuma Road Improvements").

Reimbursable Yuma Road Improvements:

The development agreement addresses Owner's obligations for the construction of the Reimbursable Yuma Road Improvements. These improvements include the following:

- a bridge or culvert on Yuma Road over the Bullard Wash
- full half-street improvements for the north half of the section of W. Yuma Road from the Goodyear Blvd alignment to the western boundary of the Bullard Wash
- full street (both the north and south sides of W. Yuma Road) improvements for the section of W. Yuma Road between the eastern boundary of the Bullard Wash and approximately 550 feet east of the eastern boundary of the Bullard Wash

Prior to undertaking the construction of the Phase 2 Yuma Road Improvements, Owner is to provide updated costs for the improvements so that staff can determine if funding exists for the project. If the City issues a Notice to Proceed by the City, Owner is required to construct the Reimbursable Yuma Road Improvements when it constructs the Phase 2 Yuma Road Improvements. If the City does not issue a Notice to Proceed for the construction of the Reimbursable Yuma Road Improvements, Owner will be responsible for making an in-lieu payment for 25% of the estimated costs of the bridge/culvert.

Traffic Signal at Goodyear Blvd and Yuma Road:

The development agreement also addresses Owner's responsibility for constructing a traffic signal at Goodyear Blvd. and Yuma Road. Again, Owner is to provide updated the costs of for the traffic signal, so that staff can determine if funding exists for the project. If the City issues a Notice to Proceed, the traffic signal is to be completed before any certificates of completion or occupancy are issued for structures within the area identified as Phase 2 and Phase 3 of the Property. If the City does not issue a Notice to Proceed for the construction of the traffic signal at Goodyear Blvd and Yuma Road, Owner will be responsible for making an in-lieu payment for 50% of the estimated costs of the traffic signal.

Right-of-Way:

The City is required to acquire all right-of-way needed for the construction of the Reimbursable Yuma Road Improvements and the Traffic Signal at Goodyear Blvd and Yuma Road.

Expedited Review:

Under the terms of the development agreement and in consideration of Owner's efforts thus far, the City has agreed to provide expedited plan review for all construction plans for the foregoing infrastructure improvements. Expedited plan reviews shall be completed within twelve (12) business days of the City's receipt of an administratively complete submittal. If the City has issued a Notice to Proceed for the construction of the Reimbursable Yuma Road Improvements, the City will reimburse Owner 100% of the expedited plan review fees collected when the Reimbursable Yuma Road Improvements have been completed. If the City fails to issue a Notice to Proceed, the City shall reimburse Owner 100% of the expedited fees

collected.

Staff Recommendation:

Staff is recommending the approval of the Development Agreement for Fulton Homes at Ballpark Village. If Fulton Homes does not construct the Reimbursable Yuma Road Improvements and the traffic signal at Goodyear Blvd and Yuma Road, the City will be responsible for these improvements for the following reasons:

- There is no property owner that is 100% responsible for the construction of the bridge/culvert over the Bullard Wash on Yuma Road
- There is no property owner that is 100% responsible for the construction of the traffic signal at Goodyear Blvd and Yuma Road
- The north half of the section of Yuma Road between Goodyear Blvd and the western edge of the Yuma Wash is almost entirely adjacent to a fully developed subdivision
- The section of Yuma Road east of the western boundary of the Bullard Wash that is to be fully constructed (i.e. north and south sides) is located almost entirely along the wash that the City owns

The development agreement would allow for the construction of these improvements outside a CIP City project, assuming funding is available; and, if, the City requires these improvements to be completed prior to when Owner is ready to commence construction of the Phase 2 Yuma Road Improvements, the City can move forward with them and Owner would be responsible for making in-lieu payments for those improvements for which Owner is only partially responsible.

Attachments

Resolution with Ex. 1-DA

RESOLUTION NO. 2023-2302

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT FOR FULTON HOMES AT BALLPARK VILLAGE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAID DEVELOPMENT AGREEMENT; PROVIDING AUTHORIZATION FOR FUTURE ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fulton Homes Corporation, The Mayor and Council of the city of Goodyear find the approval of the Third Amendment to the Infrastructure Development Agreement for Project 10-11 by and between Microsoft Corporation, a Washington corporation, and the city of Goodyear, an Arizona municipal corporation, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, to be in the best interest of the City of Goodyear, and hereby approve the Third Amendment to the Infrastructure Development Agreement for Project 10-11 ("Owner" or "Fulton Homes") owns approximately 156 acres of land generally located at the southeast corner of Estrella Parkway and Yuma Road that is being developed as Fulton Homes at Ballpark Village (the "Property"); and

WHEREAS, on April 18, 2022, the Mayor and Council of the City of Goodyear adopted Ordinance No. 2022-1535, re-zoning the Property to the Planned Area Development (PAD) Zoning District to be developed in accordance with the Fulton Homes at Ballpark Village Planned Area Development (March 2022) as amended by the conditions and stipulations of approval set forth in Ordinance No. 2022-1535; and.

WHEREAS, Fulton Homes is required, pursuant to certain conditions and stipulations of approval in Ordinance No. 2022-1535 to construct and/or make various payments for public infrastructure along the section of Yuma Road located along the frontage of the Property; and

WHEREAS, Fulton Homes is willing to construct a culvert over Bullard Wash on W. Yuma Road and a full traffic signal at the intersection of W. Yuma Road and S. Goodyear Boulevard East for which Fulton Homes would otherwise be responsible for making only an in-lieu payment based on Fulton Home's proportionate share of the costs of such improvements subject to the City's agreement to reimburse it for the proportionate share of the costs of the improvements for which Fulton Homes is not responsible; and

WHEREAS, Fulton Homes is also willing to construct road improvements to sections of Yuma Road that are not along the frontage of its Property subject to the City's agreement to reimburse it for the costs incurred in doing so; and

WHEREAS, the City is desirous of minimizing scalloped streets and of avoiding disruptions to the traveling public that results from the piecemeal construction of major arterials such as Yuma Road; and

WHEREAS, the Development Agreement for Fulton Homes at Ballpark Village is intended to address Fulton Home's obligations related to the construction of or payment toward the costs of public infrastructure along the frontage of or adjacent to the Property and the terms pursuant to which Fulton Homes will complete the construction of public infrastructure improvements for which Fulton Homes is not 100% responsible for constructing; and

WHEREAS, Fulton Homes and the City intend this Development Agreement for Fulton Homes at Ballpark Village to be a development agreement within the meaning of A.R.S. § 9-500.05 that binds Fulton Homes and all future owners of all or any portion of the Property.

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 the approval of the Development Agreement for Fulton Homes at Ballpark Village by and between Fulton Homes Corporation, an Arizona corporation and the City of Goodyear, an Arizona municipal corporation, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, to be in the best interest of the City of Goodyear, and hereby approve the Development Agreement for Fulton Homes at Ballpark Village.

SECTION 2. The City Manager or her designee is hereby authorized and directed to execute the Development Agreement for Fulton Homes at Ballpark Village attached hereto as Exhibit 1.

SECTION 3. The City Manager or her designee is hereby authorized and directed to take any and all actions and to execute all the documents necessary to carry out the intent of this Resolution and the terms of the Development Agreement for Fulton Homes at Ballpark Village, including authorizing the construction of any or all of the improvements identified in the Development Agreement for Fulton Homes at Ballpark Village for which the City would be obligated to provide reimbursements if constructed by Fulton Homes Corporation provided such expenditures have been authorized by the City Council at the time of such authorization.

SECTION 4. Unless referred to the voters as provided by law, Resolution 2023-2302 shall be effective thirty (30) days after its adoption by the Mayor and Council of the City of Goodyear. If referred to the voters, Resolution 2023-2302 shall become effective as provided by law.

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

Development Agreement for Fulton Homes at Ballpark Village

WHEN RECORDED, RETURN TO:
City of Goodyear, Arizona
City Clerk
1900 North Civic Square
Goodyear, Arizona 85395

DEVELOPMENT AGREEMENT FOR FULTON HOMES AT BALLPARK VILLAGE

This Development Agreement for Fulton Homes at Ballpark Village by and between Fulton Homes Corporation, an Arizona corporation and the City of Goodyear, an Arizona municipal corporation is entered into this ____ day of April, 2023.

RECITALS

A. WHEREAS, Fulton Homes Corporation, an Arizona corporation owns approximately 156 acres of land generally located at the southeast corner of Estrella Parkway and Yuma Road commonly known as Fulton Homes at Ballpark Village as more particularly described in Exhibit A attached hereto and incorporated herein by this reference as if fully set forth herein (the “Property”).

B. WHEREAS, on April 18, 2022, the Mayor and Council of the City of Goodyear adopted Ordinance No. 2022-1535, re-zoning the Property to the Planned Area Development (PAD) Zoning District to be developed in accordance with the Fulton Homes at Ballpark Village Planned Area Development (March 2022) as amended by the conditions and stipulations of approval set forth in Ordinance No. 2022-1535.

C. Pursuant to the terms of Ordinance No. 2022-1535, the Owner of the Property is required to dedicate various property interests, construct various infrastructure improvements unless constructed by others, and make various in-lieu payments including, but not limited to, the following:

- a. Full half-street improvements for the south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property required for a Scenic Arterial, as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of ½ the median and ½ median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting.

- b. If the improvements to Yuma Road described above have been completed or are being completed by the others when development occurs on the Property, Owner is required to remit a reimbursement payment for the costs incurred in the design and construction of such improvements or the City Engineer's estimated costs of the improvements if the improvements have not been completed.
- c. Full median with full median landscaping within the section of W. Yuma Road along or adjacent to the frontage of the Property subject to the City's agreement to reimburse Owner for 50% of the cost of constructing the full median with full median landscaping.
- d. Unless Owner constructs the full median with full median landscaping within the section of W. Yuma Road along the frontage of the Property, Owner is required to 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 within the section of W. Yuma Road along or adjacent to the frontage of the Property.
- e. Owner is required to either construct full traffic signals, or remit to the city in-lieu payments for a proportionate share of the costs of full traffic signals at the various intersections identified in Ordinance No. 2022-1535 and at other intersections adjacent to the Property when identified as being needed in any updated approved Traffic Impact Analysis submitted in connection with the development of the Property. One of those signals is the signal at the intersection at W. Yuma Road and S. Goodyear Boulevard East. With respect to that traffic signal, Owner is responsible for the costs of 50% of the full traffic signal (four legs) or for constructing the full traffic signal subject to a reimbursement from the City of 50% of the cost of the full traffic signal.
- f. Owner is required to relocate or replace existing traffic signal improvements (the existing pole and mast arm) to its ultimate locations at the southeast corner of the intersection of S. Estrella Parkway and W. Yuma Road and to make any necessary modifications to mast arm, pedestrian push button poles, ADA ramps, or other improvements impacted by widening of W. Yuma Road and S. Estrella Parkway to their ultimate configurations.
- g. Unless Owner constructs a bridge or culvert over Bullard Wash on W. Yuma Road pursuant to the terms of a development agreement with the City, Owner

is required to remit an in-lieu payment representing 25% of the full cost of the Yuma Road Bridge.

D. WHEREAS, the City is desirous of minimizing scalloped streets and of avoiding disruptions to the traveling public that results from the piecemeal construction of major arterials such as Yuma Road.

E. WHEREAS, subject to the terms and conditions set forth in this Agreement, Owner is willing to undertake the construction of certain infrastructure improvements for which Owner would not be responsible for constructing and/or for which Owner is only partially responsible.

F. WHEREAS, this Agreement is intended to address Owner's obligations with respect to Yuma Road, the Yuma Road Bridge, and the traffic signals at the intersections of W. Yuma Road/S. Goodyear Blvd East and W. Yuma Road/S. Estrella Parkway.

G. WHEREAS, Owner and the City intend this document to be a Development Agreement within the meaning of A.R.S. § 9-500.05.

AGREEMENT

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

1. **INCORPORATION OF RECITALS.** The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above.

2. **DEFINITIONS:** Capitalized Terms not defined elsewhere in this Agreement are defined as follows:

2.1. "Agreement" means this Development Agreement for Fulton Homes at Ballpark Village by and between Fulton Homes Corporation, and Arizona corporation and the City of Goodyear, an Arizona municipal corporation, as it may be amended, restated and/or supplemented in writing from time to time, and all exhibits and schedules attached thereto.

2.2. "City" means the City of Goodyear, an Arizona municipal corporation.

2.3. "Development Regulations" means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City as they may be amended from time to time. This includes,

by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code), the Subdivision Regulations adopted by the City (currently Chapter 15 of the Goodyear City Code), the City's Zoning Ordinance, the City of Goodyear's Design Guidelines Standards, the City of Goodyear Engineering Design Standards and Policies (the "Engineering Design Standards") as they all may be adopted and amended from time to time; ordinances rezoning the Property, including stipulations and conditions of approval thereto; and stipulations; and conditions of approvals of approved preliminary and final plats for the Property.

2.4. "Final Cost Estimate" means the updated Preliminary Cost Estimate approved by the City Engineer or his/her designee as set forth in Section 6.3.2.

2.5. "Final Plans - Reimbursable Yuma Road Improvements" means the City-approved construction plans for the Reimbursable Yuma Road Improvements, which shall generally be in conformance with that certain document titled Preliminary Yuma Road Arch Culvert Design prepared by EPS Group, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference, approved by the City Engineer or his/her designee.

2.6. "Fulton Homes Yuma Road Improvements – Phase 1" means the full half-street improvements for the south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property between Estrella Parkway and the Goodyear Blvd alignment required for a Scenic Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of ½ the median and ½ median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. The Fulton Homes Yuma Road Improvements – Phase 1 also includes the relocation of utilities, including undergrounding of utilities (as may be required) and the relocation of existing traffic signal infrastructure at the intersection of Estrella Parkway and Yuma Road, as may be needed for the construction of the full street improvements (north half and south half) for the section of W. Yuma Road from Estrella Parkway to the Goodyear Blvd alignment required for a Scenic Arterial.

2.7. "Fulton Homes Yuma Road Improvements – Phase 2" means the full half-street improvements for the south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property from the Goodyear Blvd alignment to the western boundary of the Bullard Wash for a Scenic Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed including, but not limited to the construction of ½ the median and ½ median landscaping, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. The Fulton Homes Yuma Road Improvements – Phase 2 also includes the relocation of utilities as may be needed for the construction of the full half-street improvements for north half of the section of W. Yuma Road from the Goodyear Blvd alignment to the western boundary of the Bullard Wash required for a scenic arterial.

2.8. "Goodyear Blvd./Yuma Road Traffic Signal" means a full traffic signal (traffic signal improvements at all four corners of the intersection) at the intersection of the Goodyear Boulevard East alignment and West Yuma Road as required in the Engineering Design Standards in effect when the traffic signal is constructed.

2.9. “Owner” means Fulton Homes Corporation, an Arizona corporation and its Successors and Assigns.

2.10. “Parties” means Owner and the City collectively.

2.11. “Party” means Owner or the City individually.

2.12. “Phase 1A Property” means the portion of the Property identified as Phase 1A in Sheet 1 of the Fulton Homes Ballpark Village Preliminary Phasing Plan, attached hereto as Exhibit C, which is the area in red.

2.13. “Phase 1B Property” means the portion of the Property identified as Phase 1B in Sheet 1 of the Fulton Homes Ballpark Village Preliminary Phasing Plan, attached hereto as Exhibit C, which is the area in light blue.

2.14. “Phase 2 Property” means the portion of the Property identified as Phase 2 in Sheet 1 of the Fulton Homes Ballpark Village Preliminary Phasing Plan, attached hereto as Exhibit C, which is the area in yellow.

2.15. “Phase 3 Property” means the portion of the Property identified as Phase 3 in Sheet 1 of the Fulton Homes Ballpark Village Preliminary Phasing Plan, attached hereto as Exhibit C, which is the area in green.

2.16. “Preliminary Cost Estimate” means the Yuma Road Arch Culvert Preliminary Cost Estimate prepared by EPS Group, a copy of which is attached hereto as Exhibit D and incorporated herein by this reference as if fully set forth herein.

2.17. “Reimbursable Yuma Road Improvements” means the Yuma Road Bridge, and full half-street improvements for the north half of the section of W. Yuma Road from the Goodyear Blvd alignment, including the Goodyear Blvd intersection, to the western boundary of the Bullard Wash, and full street (both the north and south sides of W. Yuma Road) improvements for the section of W. Yuma Road between the eastern boundary of the Bullard Wash and approximately 550 feet east of the eastern boundary of the Bullard Wash required for a Scenic Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, including but not limited to the median and median landscaping, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. The Reimbursable Yuma Road Improvements also include the relocation of utilities as may be needed for the construction of the Reimbursable Yuma Road Improvements, as well as design, bonding, and warranty costs.

2.18. “Successors and Assigns” means any person or entity that succeeds to or is assigned any interest in all or part of the Property except as provided in Section 12 below.

2.19. “Yuma Road Bridge” means a bridge or a culvert crossing over Bullard Wash on Yuma Road that can convey up to the 100-year peak flow under Yuma Road, that is designed to meet the minimum City standards applicable to such structures and the drainage standards in effect at the time of development.

3. **EFFECTIVE DATE.** The execution of this Agreement by the Parties and the approval of this Agreement by Resolution of the Goodyear City Council as provided in Section 27 below are conditions precedent to this Agreement becoming effective. This Agreement shall take effect upon the later of (i) the full execution of this Agreement by the Parties, and (ii) the date the Resolution approving this Agreement becomes effective, such later date hereafter defined as the “Effective Date.”

4. **EXPIRATION DATE.** This Agreement shall expire after the obligations of the Parties have been fully satisfied, at which time the Parties shall execute and cause to be recorded a formal termination of this Agreement following the written request by Owner. Notwithstanding the foregoing, this Agreement may be terminated earlier upon the mutual agreement, in writing, executed by the Parties.

GENERAL DEVELOPMENT OBLIGATIONS

5. **OWNER’S GENERAL OBLIGATIONS.** The following General Obligations apply to the development of the Property:

5.1. **OWNER’S OBLIGATION.** Except as otherwise expressly provided in this Agreement, any stipulation of approval by the Mayor and Council of the City of Goodyear, and/or any other written agreement between the City and Owner approved by the Mayor and Council of the City of Goodyear, and as a condition of development of the Property, Owner shall, at its sole cost, purchase all capital equipment, and design, install, and construct all public infrastructure, within the boundaries of the Property and outside the boundaries of the Property as required in applicable Development Regulations, and as may be determined by the City Engineer or his/her designee as being reasonably necessary for the City to serve the Property based on approved studies and analysis required in the applicable Development Regulations, such as utility studies and traffic impact studies/analysis, at all phases of development through build-out. In addition, and except as otherwise expressly provided in this Agreement, any stipulation of approval by the Mayor and Council of the City of Goodyear, and/or any other written agreement between the City and Owner approved by the Mayor and Council of the City of Goodyear, and as a condition of development of the Property, Owner shall, at its sole cost convey, lien free, all rights-of-way and easements needed for the construction of public infrastructure Owner is required to construct.

5.2. **DEVELOPMENT REGULATIONS.** Except as otherwise expressly provided in this Agreement and subject to the terms and conditions of this Agreement, the Parties agree that the development of the Property shall be governed by the Development Regulations in effect as of the date of this Agreement or in effect when the specific Development Application is

approved, whichever is later. For example, future applications for rezoning, future site plans, future plats, construction permits, and/or building permits shall be subject to the Development Regulations in effect when the application is approved.

5.3. REQUIREMENTS NOT ADDRESSED. The Parties acknowledge and agree that this Agreement addresses only certain issues with respect to the development of the Property and provides only those rights expressly set forth in this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from constructing additional public or private infrastructure that may be required by Federal, State, County or City laws, ordinances, codes, rules, regulations, standards, guidelines, conditions of approval and the like, including by way of example but not limitation, infrastructure needed for drainage, internal roads, and emergency access roads. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from complying with the City's requirements concerning the development process, including by way of example but not limitation, complying with procedures and processes governing submission requirements for zoning, preliminary subdivision plats, final subdivision plats and/or site plans, and paying all applicable costs, permit fees, development fees, application fees, and taxes.

5.4. FUTURE CONDITIONS and APPROVALS. The Parties acknowledge and agree that this Agreement addresses only limited issues relative to the development of the Property and that the Agreement does not limit or preclude the City from imposing additional restrictions, requirements, contributions, conditions or the like for the development of the Property that may be allowed by law, unless expressly addressed herein. The Parties agree that nothing in this Agreement shall be deemed to require the City to grant any future administrative or legislative approvals related to the development of the Property that would be in addition to those approvals the City has already provided to the Property as of the Effective Date of this Agreement provided, however, such approvals have not already expired or been terminated, do not expire or terminate pursuant to the terms of this Agreement, or are not revoked or terminated because of a breach of this Agreement. Regardless of whether the action or payment is provided for in this Agreement, the Parties acknowledge and agree that the City is not required to undertake any action or make any payments if any federal, state, or local law requires formal action and approval by the City Council before undertaking such action or payment until the City Council has taken the required formal action and has approved the action or payment. The Parties agree that nothing in this Agreement shall affect the City's legislative authority to approve or deny zoning or other development related applications, including applications for preliminary and/or final plats and/or site plans, or the City's legislative authority to impose conditions on the development of the Property. Finally, the Parties agree that except as otherwise expressly provided herein, nothing in this Agreement shall restrict the Owner's rights to object to and pursue all legal remedies to obtain relief from any future conditions, stipulations, policies, procedures, resolutions or ordinances imposed by the City that Owner deems are illegal and/or beyond the scope of the City's statutory authority as applied to the Property.

6. OWNER'S SPECIFIC OBLIGATIONS. The following specific obligations apply to the development of the Property with respect to Owner's obligations for Yuma Road

(including the traffic signal at the intersection of W. Yuma Road/S. Estrella Parkway), the Yuma Road Bridge and the Goodyear Blvd./Yuma Road Traffic Signal.

6.1. FULTON HOMES YUMA ROAD IMPROVEMENTS – PHASE 1.
Owner's obligations for the Fulton Homes Yuma Road Improvements – Phase 1 are as follows:

6.1.1. Owner shall, at no cost to the City, convey to the City as right-of-way via a recorded plat or special warranty deed, the portion of the Property needed for construction of the Fulton Homes Yuma Road Improvements – Phase 1. The conveyance required herein shall be in fee, lien free, and free of all encumbrances unless expressly consented to by the City Engineer or his/her designee. The conveyance required herein shall be made prior to Owner's construction of the Fulton Homes Yuma Road Improvements – Phase 1 or upon the written request by the City, whichever is earlier.

6.1.2. Unless constructed or being constructed by others, Owner shall, at Owner's sole cost and expense, construct the Fulton Homes Yuma Road Improvements – Phase 1. Owner shall construct the Fulton Homes Yuma Road Improvements – Phase 1 as part of the off-site public infrastructure improvements that are required to be constructed with an approved and recorded final plat that includes all or part of the Phase 1A Property, Phase 1B Property or Phase 2 Property. Except for model homes, no temporary certificates of occupancy, permanent certificates of occupancy or certificates of completion shall be issued for any building located within the Phase 1A Property, Phase 1B Property or Phase 2 Property until the Fulton Homes Yuma Road Improvements – Phase 1 have been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period.

6.1.3. Owner shall remit 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 within the section of Yuma Road along or adjacent to the frontage of the Property between Estrella Parkway and the Goodyear Blvd alignment. The in-lieu payment shall be one-half the actual costs incurred in the design and construction of the full median and full median landscaping if such improvements have been completed or the City Engineer's estimated costs of the improvements if the improvements have not been completed. The in-lieu payment required herein shall be paid prior to the recordation of the first final plat including all or part of the Phase 1A Property, Phase 1B Property or Phase 2 Property or the issuance of construction permits for work within the Phase 1A Property, Phase 1B Property or Phase 2 Property, whichever is earlier.

6.1.4. If the Fulton Homes Yuma Road Improvements – Phase 1 have been constructed or are being constructed by others when Owner seeks to record a final plat that includes all or part of the Phase 1A Property, Phase 1B Property or Phase 2 Property, Owner shall remit an in-lieu payment for one hundred percent (100%) of the cost of the Fulton Homes Yuma Road Improvements – Phase 1. The in-lieu payment shall be the actual costs incurred in the design and construction of the Fulton Homes Yuma Road Improvements – Phase 1 if such improvements have been completed or the City Engineer's estimated costs of the improvements if the improvements have not been completed. The in-lieu payment required herein shall be paid prior to the recordation

of the first final plat that includes any part of the Phase 1A Property, Phase 1B Property or Phase 2 Property.

6.1.5. Unless the Fulton Homes Yuma Road Improvements – Phase 1 have been constructed or are being constructed by others, prior to recording a final plat that includes all or part of Phase 1A Property, Phase 1B Property or Phase 2 Property, Owner shall provide financial assurances in the full amount of the estimated cost of the Fulton Homes Yuma Road Improvements – Phase 1 and the financial assurances shall be in a form as required by the City of Goodyear Engineering Design Standards and Policies in effect at the time of plat recordation.

6.2. FULTON HOMES YUMA ROAD IMPROVEMENTS – PHASE 2. Owner's obligations for the Fulton Homes Yuma Road Improvements – Phase 2 are as follows:

6.2.1. Owner shall, at no cost to the City, convey to the City as right-of-way via a recorded plat or special warranty deed, the portion of the Property needed for construction of the Fulton Homes Yuma Road Improvements – Phase 2. The conveyance required herein shall be in fee, lien free, and free of all encumbrances unless expressly consented to by the City Engineer or his/her designee. The conveyance required herein shall be made prior to Owner's construction of the Fulton Homes Yuma Road Improvements – Phase 2 or upon the written request by the City, whichever is earlier.

6.2.2. Unless constructed or being constructed by others, Owner shall, at Owner's sole cost and expense, construct the Fulton Homes Yuma Road Improvements – Phase 2. Owner shall construct the Fulton Homes Yuma Road Improvements – Phase 2 as part of the off-site public infrastructure improvements that are required to be constructed with an approved and recorded final plat that includes all or part of the Phase 2 Property and/or Phase 3 Property. No temporary certificates of occupancy, permanent certificates of occupancy or certificates of completion shall be issued for any building located within the Phase 2 Property and/or the Phase 3 Property until the Fulton Homes Yuma Road Improvements – Phase 2 have been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period.

6.2.3. If the Fulton Homes Yuma Road Improvements – Phase 2 have been constructed or are being constructed by others when Owner seeks to record a final plat that includes all or part of the Phase 2 Property and/or the Phase 3 Property, Owner shall remit an in-lieu payment for one hundred percent (100%) of the cost of the Fulton Homes Yuma Road Improvements – Phase 2. The in-lieu payment shall be the actual costs incurred in the design and construction of the Fulton Homes Yuma Road Improvements - Phase 2 if such improvements have been completed or the City Engineer's estimated costs of the improvements if the improvements have not been completed. The in-lieu payment required herein shall be paid prior to the recordation of the first final plat that includes any part of the Phase 2 Property and/or the Phase 3 Property.

6.2.4. Unless the Fulton Homes Yuma Road Improvements – Phase 2 have been constructed or are being constructed by others, prior to recording a final plat that

includes all or part of the Phase 2 Property and/or Phase 3 Property, Owner shall provide financial assurances in the full amount of the estimated cost of the Fulton Homes Yuma Road Improvements – Phase 2 and the financial assurances shall be in a form as required by the City of Goodyear Engineering Design Standards and Policies in effect at the time of plat recordation.

6.3. REIMBURSABLE YUMA ROAD IMPROVEMENTS. Owner's obligations for the Reimbursable Yuma Road Improvements are as follows:

6.3.1. Unless constructed, being constructed by others, or the City is unable to secure the necessary right-of-way and/or easements outside of the boundaries of the Property needed for the construction of the Reimbursable Yuma Road Improvements pursuant to Section 7.1 below, Owner shall, after receiving a Notice to Proceed with the Reimbursable Yuma Road Improvements pursuant to Section 7.2, construct the Reimbursable Yuma Road Improvements pursuant to the Final Plans - Reimbursable Yuma Road Improvements approved by the City Engineer or his/her designee. Except as otherwise provided in this Agreement, Owner shall construct the Reimbursable Yuma Road Improvements as part of the off-site public infrastructure improvements that are required to be constructed with an approved and recorded final plat that includes all or part of the Phase 2 Property and/or Phase 3 Property. If Owner receives a Notice to Proceed with the Reimbursable Yuma Road Improvements from the City pursuant to Section 7.2, no temporary certificates of occupancy, permanent certificates of occupancy or certificates of completion shall be issued for any building located within the Phase 2 Property and/or the Phase 3 Property until the Reimbursable Yuma Road Improvements have been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period.

6.3.2. Prior to the City's issuance of a Notice to Proceed with the construction of the Reimbursable Yuma Road Improvements pursuant to Section 7.2 below and its issuance of a permit that includes the Reimbursable Yuma Road Improvements, Owner shall update the Preliminary Cost Estimate to reflect the estimate of the cost of the Reimbursable Yuma Road Improvements based on the Final Plans – Reimbursable Yuma Road Improvements and associated contractor bid(s) (the "Final Cost Estimate"). The Preliminary Cost Estimate shall not be updated to the Final Cost Estimate until Owner has a firm and guaranteed quote for the cost of the Reimbursable Yuma Road Improvements. The Final Cost Estimate shall include a separate, additional twenty percent (20%) contingency amount to cover unanticipated additional costs, including but not limited to, change orders, resulting from unexpected, yet required improvements not shown on the Final Plans – Reimbursable Yuma Road Improvements (the "Contingency Amount"). Within thirty (30) days of the date Owner submits the Final Cost Estimate to the City, it shall be approved by the City Engineer or his/her designee. This Final Cost Estimate shall establish the allocation of the costs of the Reimbursable Yuma Road Improvements, including an allocation of the Contingency Amount if used and the Final Cost Estimate plus the Contingency Amount shall establish the maximum reimbursement available to Owner for the costs of the Reimbursable Yuma Road Improvements for which Owner is entitled to reimbursement (i.e. the portion of the costs attributable to Centerra Village, SE Corner and NE Corner) (the "Maximum Reimbursement Amount"). All change orders and/or additional costs incurred by Owner which

will be reimbursed under the Contingency Amount shall require review and approval of the City Engineer or his/her designee, which approval shall not be unreasonably withheld.

6.3.3. If the Yuma Road Bridge has been constructed, is being constructed by others, or the City is unable to secure the right-of-way and/or easements required outside of the boundaries of the Property pursuant to Section 7.1 below when Owner seeks to record a final plat that includes all or part of the Phase 2 Property and/or the Phase 3 Property, or if Owner is relieved of the obligations to construct the Reimbursable Yuma Road Improvements pursuant to Section 7.2, Owner shall remit an in-lieu payment for the cost of the Yuma Road Bridge. The in-lieu payment shall be twenty-five percent (25%) of the actual costs incurred in the design and construction of the Yuma Road Bridge if it has been completed or the City Engineer's estimated costs of the improvements if it has not been completed. The in-lieu payment required herein shall be paid prior to the recordation of the first final plat that includes any part of the Phase 2 Property and/or the Phase 3 Property.

6.3.4. Unless Owner is relieved of the obligations to construct the Reimbursable Yuma Road Improvements pursuant to Section 7.2, prior to recording a final plat that includes all or part of the Phase 2 Property and/or Phase 3 Property, Owner shall provide financial assurances in the full amount of the estimated cost of the Reimbursable Yuma Road Improvements, which shall be in a form as required by the City of Goodyear Engineering Design Standards and Policies in effect at the time of plat recordation.

6.4. GOODYEAR BLVD/YUMA ROAD TRAFFIC SIGNAL. Owner's obligations for the Goodyear Blvd/Yuma Road Traffic Signal are as follows:

6.4.1. Owner shall, at no cost to the City, convey to the City as right-of-way via a recorded plat or special warranty deed, the portion of the Property needed for construction of the Goodyear Blvd/Yuma Road Traffic Signal. The conveyance required herein shall be in fee, lien free, and free of all encumbrances unless expressly consented to by the City Engineer or his/her designee. The conveyance required herein shall be made prior to Owner's construction of the Goodyear Blvd/Yuma Road Traffic Signal or upon the written request by the City, whichever is earlier.

6.4.2. Unless constructed, being constructed by others, or the City is unable to secure the necessary right-of-way and/or easements outside of the boundaries of the Property pursuant to Section 7.1 below, or the City does not issue a Notice to Proceed for the construction of the Goodyear Blvd/Yuma Road Traffic Signal pursuant to Section 7.2, Owner shall, after receiving a Notice to Proceed with the construction of the Goodyear Blvd/Yuma Road Traffic Signal pursuant to Section 7.2, construct the Goodyear Blvd/Yuma Road Traffic Signal. If Owner receives a Notice to Proceed for the Goodyear Blvd/Yuma Road Traffic Signal from City, no temporary certificates of occupancy, permanent certificates of occupancy or certificates of completion shall be issued for any building located within the Phase 2 Property or Phase 3 Property until the Goodyear Blvd/Yuma Road Traffic Signal has been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period.

6.4.3. Prior to the City's issuance of a Notice to Proceed for the construction of the Goodyear Blvd/Yuma Road Traffic Signal and its issuance of a permit that includes the Goodyear Blvd/Yuma Road Traffic Signal, Owner shall, at the request of the City Engineer or designee, provide the City with an estimate of the cost of the Goodyear Blvd/Yuma Road Traffic Signal based on final City-approved construction drawings and associated contractor bid(s) (the "Goodyear Blvd/Yuma Road Traffic Signal Cost Estimate"). The Goodyear Blvd/Yuma Road Traffic Signal Cost Estimate shall include a separate, additional ten percent (10%) contingency amount to cover unanticipated additional costs, including, but not limited to, change orders resulting from unexpected, yet required improvements not shown on the approved construction drawings for the Goodyear Blvd/Yuma Traffic Signal (the "Traffic Signal Contingency Amount"). If the construction of the Goodyear Blvd/Yuma Road Traffic Signal is included in the same contract for the construction of the Reimbursable Yuma Road Improvements the costs, including the Traffic signal Contingency Amount, shall be treated and accounted for as a separate line item. Within thirty (30) days of the date Owner submits the Goodyear Blvd/Yuma Road Traffic Signal Cost Estimate, it shall be approved by the City Engineer or his/her designee. The Goodyear Blvd/Yuma Road Traffic Signal Cost Estimate plus the Traffic Signal Contingency Amount shall establish the maximum cost for the Goodyear Blvd/Yuma Road Traffic Signal upon which the City's reimbursement obligation will be calculated. All change orders and/or additional costs incurred by Owner which will be reimbursed under the Traffic Signal Contingency Amount shall require review and approval of the City Engineer or his/her designee, which approval shall not be unreasonably withheld.

6.4.4. If the Goodyear Blvd/Yuma Road Traffic Signal has been constructed, is being constructed by others, or the City is unable to secure the necessary right-of-way and/or easements outside of the boundaries of the Property pursuant to Section 7.1 below or if the City fails to issue a Notice to Proceed for the Goodyear Blvd/Yuma Road Traffic Signal when Owner is required to construct the signal, Owner shall remit an in-lieu payment for fifty percent (50%) of the cost of the Goodyear Blvd/Yuma Road Traffic Signal. The in-lieu payment shall be the actual costs incurred in the design and construction of the Goodyear Blvd/Yuma Road Traffic Signal if such improvements have been completed or the City Engineer's estimated costs of the improvements if the improvements have not been completed. The in-lieu payment required herein shall be paid prior to the recordation of the first final plat that includes any part of the Phase 2 Property or Phase 3 Property.

6.5. TRAFFIC SIGNAL FINANCIAL ASSURANCE. Unless the Goodyear Blvd/Yuma Road Traffic Signal has been constructed, is being constructed by others, or Owner is relieved of the obligations to construct the Goodyear Blvd/Yuma Road Traffic Signal pursuant to Section 7.2, Owner shall provide financial assurances in the full amount of the estimated cost of the Goodyear Blvd/Yuma Road Traffic Signal and the financial assurances shall be in a form as required by the City of Goodyear Engineering Design Standards and Policies in effect when a permit for the construction of the Goodyear Blvd/Yuma Road Traffic Signal is issued.

7. CITY'S OBLIGATIONS. The following specific obligations apply with respect to the City's obligations for Yuma Road, the Yuma Road Bridge and the Goodyear Blvd/Yuma Road Traffic Signal:

7.1. CITY RIGHT-OF-WAY OBLIGATIONS. Prior to issuing to Owner Notice(s) to Proceed pursuant to Section 7.2 below, the City shall be responsible for acquiring, at its sole cost and expense, all right-of-way and/or easements located outside the boundaries of the Property needed for the construction of the Reimbursable Yuma Road Improvements and the Goodyear Blvd/Yuma Road Traffic Signal and for providing Owner, at no cost to Owner, access to such right-of-way and/or easements.

7.2. NOTICES TO PROCEED. Owner's obligation to construct the Reimbursable Yuma Road Improvements and the Goodyear Blvd/Yuma Road Traffic Signal is contingent upon the City's commitment to pay for such improvements. Because the timing for the construction of the Reimbursable Yuma Road Improvements and the Goodyear Blvd/Yuma Road Traffic Signal is open ended and the future costs of construction of such improvements cannot be ascertained with any certainty, the City cannot commit that the funding needed for such reimbursements will be available when Owner is prepared to or required to construct the improvements. Accordingly, within thirty (30) days of the date the City Engineer or his/her designee approves the Final Cost Estimate the City Engineer or his/her designee shall notify Owner in writing whether to proceed with the construction of the Reimbursable Yuma Road Improvements and/or the Goodyear Blvd/Yuma Road Traffic Signal based on the Final Cost Estimate (the "Notice to Proceed"). If Owner does not receive a Notice to Proceed within the time period provided herein, Owner shall have no obligation to construct the Reimbursable Yuma Road Improvements and/or the Goodyear Blvd/Yuma Road Traffic Signal and the City shall have no obligation to reimburse Owner for any costs associated with the construction of such improvement.

7.3. REIMBURSEMENTS. Subject to the terms set forth herein, the City agrees to reimburse Owner for costs Owner incurs in the construction of the following infrastructure improvements.

7.3.1. Reimbursement Requirements. To be eligible for any reimbursement hereunder, Owner shall comply with all applicable state laws governing the procurement of services related to the design, installation, and/or construction of public infrastructure for which reimbursement is sought, including the requirements of Title 34 of the Arizona Revised Statutes. Reimbursements that are to be provided hereunder shall be paid to the Owner that conveys to the City the infrastructure improvements for which reimbursements are being provided. No reimbursements shall be made until all of the following have occurred: (i) infrastructure improvements for which reimbursement is sought have been conveyed to the City lien free and at no cost to the City; (ii) the City has accepted, subject to completion of the two-year warranty period, the infrastructure improvements; and (iii) all documentation reasonably requested by the City Engineer or his/her designee to establish the right to reimbursement, such as documentation establishing compliance with Title 34, lien releases, documents establishing the cost of the infrastructure, documents confirming approval of change orders and/or additional costs subject to the Contingency Amount, etc.

7.3.2. Reimbursable Yuma Road Improvements. If Owner constructs the Reimbursable Yuma Road Improvements, the City shall reimburse Owner a portion of the actual

costs attributable to the design (including associated CLOMR/LOMR costs), bonding, warranty, and construction of such improvements (including any required utility relocations) subject to the Maximum Reimbursement Amount as reflected by the Final Cost Estimate and Contingency Amount as follows; Owner shall be reimbursed for the portion of the actual costs of the Reimbursable Yuma Road improvements, including any previously approved change orders and/or additional costs, subject to the Maximum Reimbursement Amount reflected by the Final Cost Estimate and Contingency Amount, based on the allocations set forth in the Final Cost Estimate attributable to “Centerra Village”, “SE Corner” and “NE Corner” upon the satisfaction of all the requirements set forth in Section 7.3.1. The reimbursement required herein shall be remitted to Owner by City within sixty (60) days of the date upon which all requirements set forth herein are satisfied.

7.4. Goodyear Blvd/Yuma Road Traffic Signal. If Owner constructs the Goodyear Blvd/Yuma Road Traffic Signal, the City shall reimburse Owner fifty percent (50%) of the actual cost of the design, bonding, warranty, and construction (including any required utility relocations) of the Goodyear Blvd/Yuma Road Traffic Signal, including any previously approved change orders and/or additional costs, subject to the Maximum Reimbursement Amount reflected by the Goodyear Blvd/Yuma Road Traffic Signal Cost Estimate and the Traffic Signal Contingency Amount, upon the satisfaction of the all of the requirements set forth in Section 7.3.1. The reimbursement required herein shall be remitted to Owner within sixty (60) days of the date upon which all requirements set forth herein are satisfied.

7.5. Expedited Plan Review. Subject to the terms set forth herein, City agrees to provide expedited plan review for all construction plans for improvements subject to this Agreement, including the Reimbursable Yuma Road Improvements, the Goodyear Blvd/Yuma Road Traffic Signal, the Fulton Homes Yuma Road Improvements – Phase 1, and the Fulton Homes Yuma Road Improvements – Phase 2. Expedited plan reviews shall be completed within twelve business days of the City’s receipt of an administratively complete submittal. Owner shall pay the fees for expedited plan reviews. The City will reimburse Owner 100% of the expedited plan review fees collected upon completion of the Reimbursable Yuma Road Improvements. If the City fails to issue a Notice to Proceed for the Reimbursable Yuma Road Improvements, the City will reimburse Owner 100% of the expedited plan review fees collected.

GENERAL TERMS

8. ENTIRE AGREEMENT. This Agreement, constitutes the sole and entire agreement between the Parties with respect to the matters covered herein and supersedes any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

9. AMENDMENTS. This Agreement shall only be modified, amended or restated by a written amendment executed by the Owner(s) and City. In order for an amendment of this Agreement to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Parties for review. To be effective, amendments shall be

approved by the City Council, signed by the Parties and attached to this Agreement as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

10. **NOTICES AND FILINGS.** Any and all notices, filings, approvals, consents or other communications required or permitted by this Agreement shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

The City: City of Goodyear Attn: City Manager 1900 N. Civic Square Goodyear, Arizona 85395	Owner: Fulton Homes Corporation Attn: Norm Nicholls 9140 S. Kyrene Road, Suite 202 Tempe, Arizona 85284
copy to: City of Goodyear Attn: Development Services Director 1900 N. Civic Square Goodyear, Arizona 85395	copy to: Rose Law Group pc Attn: Chris Webb 7144 E. Stetson Drive, Suite 300 Scottsdale, Arizona 85251
copy to: City of Goodyear Attn: City Attorney 1900 N. Civic Square Goodyear, Arizona 85395	

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, or as of twenty-four (24) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above.

11. **COVENANTS RUNNING WITH THE LAND.** Except as provided in Section 12, the rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property, and they shall be covenants running with the land.

12. **TERMINATION OF AGREEMENT AS TO CERTAIN PROPERTY.** The Parties hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the Property on: (i) any portion of the Property conveyed to the City; (ii) any portion of the Property conveyed to any Political Subdivision; and (iii) any lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued; and the owners of such portions of the Property are not Successors and Assigns under this

Agreement. The Parties agree that this Agreement shall terminate without the execution or recordation of any further document or instrument as to any portion of the Property conveyed to the City, any portion of the Property conveyed to any Political Subdivision, and any residential lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued, and such portions of the Property shall automatically be released from and no longer be subject to or burdened by the provision of this Agreement without the requirement of any further action by any Party.

13. **NO AGENCY OR PARTNERSHIP.** Neither City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner.

14. **CONFLICTS OF INTEREST.** This Agreement is subject to the provisions of A.R.S. § 38-511, and may be terminated by the City in accordance with such provisions.

15. **BUSINESS DAYS.** If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

16. **DEFAULTS AND REMEDIES.** Any Party shall be in default under this Agreement (“Default”) if it fails to satisfy any term or condition as required under this Agreement within thirty (30) business days following written notice from the other Party (“Notice”); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term of condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice and cures such deficiencies within a reasonable time thereafter.

17. **NO WAIVER.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

18. **MEDIATION.** If a dispute arises out of or related to this Agreement, or breach thereof, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. The terms of this Section 18 shall survive the expiration or earlier termination of this Agreement.

19. **WAIVER OF JURY TRIAL.** **UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL**

ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this Section 19 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement

20. **LIMITATION ON CLAIMS.** IN NO EVENT SHALL CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES, WHICH INCLUDES, BUT IS NOT LIMITED, CLAIMS FOR LOST PROFITS, BE AWARDED AS DAMAGES FOR A BREACH OF THIS AGREEMENT, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT. The terms of this Section 20 limiting the remedies available to the Parties in the event of a breach of the Agreement shall survive the expiration or earlier termination of this Agreement.

21. **SECTION HEADINGS.** The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

22. **FAIR INTERPRETATION.** The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Section 22 shall survive the expiration or earlier termination of this Agreement.

23. **CHOICE OF LAW, VENUE, AND ATTORNEY'S FEES.** In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to

object, for any reason, to the venue of Maricopa County. The terms of this Section 23 shall survive the expiration or earlier termination of this Agreement.

24. **SURVIVAL CLAUSE:** All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; all provisions waiving claims; and all provisions relieving any Party of liability for actions taken. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Section 24 to other provisions in the Agreement.

25. **REPRESENTATIONS AND WARRANTIES OF OWNER.** As of the date of the execution of this Agreement, Owner represents and warrants the following:

25.1. **OWNERSHIP.** Fulton Homes Corporation, an Arizona corporation is the owner of the Property and has the full right and authority to submit its interest in the Property to the obligations hereunder. Owner holds title free and clear of all liens other than liens for taxes not yet due and payable and matters of record.

25.2. **AUTHORIZATION.** Owner is an Arizona corporation qualified to do business in Arizona and in good standing; Owner (including the person signing for Owner) has the authority and the right to enter into this Agreement as authorized by the manager of Owner, and Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

25.3. **DUE DILIGENCE.** Owner reviewed this Agreement and reached its own conclusions as to the binding and enforceable nature thereof and all of the provisions contained therein, and has not relied on any representations or warranties of City other than those expressly provided in this Agreement.

26. **REPRESENTATIONS AND WARRANTIES OF CITY.** As of the Effective Date of this Agreement, the City represents and warrants the following:

26.1. **APPROVAL.** City has approved this Agreement at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

26.2. **AUTHORIZATION.** City agrees that the persons executing this Agreement on behalf of City have been duly authorized to do so.

27. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and

delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, Owner shall deliver an original to the City for recordation in the Official Records of Maricopa County.

28. **PAGE NUMBERING.** The page numbering of this document is exclusive of the Exhibits attached hereto.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Agreement the Parties have caused this Agreement to be executed by their duly appointed representatives.

Acknowledgments and Exhibits on Following Pages

OWNER:

Fulton Homes Corporation,
an Arizona corporation

By: Norm Lee Nicholls

Title: PRESIDENT

Its: _____

State of Arizona)
)ss

County of Maricopa)

On this 21st day of March, 2023, before me, Melissa Murphy
a Notary Public in and for said state, personally appeared Norman Lee,
Nicholls, the President of FULTON
HOMES CORPORATION, an Arizona corporation, personally known to me or proved to me on
the basis of satisfactory evidence to be the person whose name is subscribed to the Development
Agreement for Fulton Homes at Ballpark Village by and between Fulton Homes Corporation, an
Arizona Corporation and the City of Goodyear, an Arizona municipal corporation (the
"Agreement"), and who acknowledged to me that he/she is authorized to execute the Agreement
and acknowledged to me that he/she executed the Agreement as his/her voluntary act and deed on
behalf of FULTON HOMES CORPORATION, an Arizona corporation.



Melissa Murphy
Notary Public

My Commission Expires: 7-5-2024

Acknowledgments and Exhibits on Following Pages

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____
Wynette Reed
Its: City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The Development Agreement for Fulton Homes at Ballpark Village by and between Fulton Homes Corporation, an Arizona Corporation and the City of Goodyear, an Arizona municipal corporation (the “Agreement”) was acknowledged before me this _____ day of _____, 2023, by Wynette Reed, the City Manager of the City of Goodyear, an Arizona municipal corporation, for and on behalf thereof.

Notary Public

My Commission Expires: _____

Attest:

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

Exhibits on Following Pages

EXHIBIT A
FULTON HOMES AT BALLPARK VILLAGE LEGAL DESCRIPTION

Exhibit on the following pages

Legal Description

PARCEL NO. 1:

The Northwest quarter of the Northwest quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 40 feet and the North 40 feet;

Except the following as set forth in Special Warranty Deed to Maricopa County recorded in Document No. 00-0253687:

EXCEPT the East 45 feet of the West 85 feet, Except the North 75 feet thereof;

EXCEPT the South 35 feet of the North 75 feet, Except the West 40 feet thereof;

EXCEPT a triangular parcel of land lying within said NW1/4 of NW1/4 described as follows:

BEGINNING at the Point of Intersection of the South line of the North 75 feet and the East line of the West 85 feet;

THENCE Southerly along said East line a distance of 45 feet to a point;

THENCE leaving said East line in a Northeasterly direction to a point on said South line of the North 75 feet;

THENCE along said South line, Westerly 45 feet to the Point of Intersection.

PARCEL NO. 2:

The East half of the Northwest quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 33 feet;

EXCEPT that portion as set forth in Special Warranty Deed to Maricopa County, recorded in Document No. 20000253689, described as follows:

The South 42 feet of the North 75 feet of the East half of the Northwest quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that portion as set forth in Quitclaim Deed to the City of Goodyear, Arizona, recorded in Document No. 20160852690, described as follows:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17, MONUMENTED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 17, MONUMENTED BY A 3 INCH BRASS CAP IN HANDHOLE, BEARS AS A BASIS OF BEARINGS NORTH 00°50'40" WEST, A DISTANCE OF 2649.74 FEET;

THENCE NORTH 00°50'40" WEST ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1035.34 FEET;

THENCE NORTH 89°09'20" EAST, A DISTANCE OF 1299.56 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 01°04'08" WEST, A DISTANCE OF 261.12 FEET;

THENCE SOUTH 89°35'29" EAST, A DISTANCE OF 75.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 88°55'08" WEST, A DISTANCE OF 485.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 32°18'06", AN ARC DISTANCE OF 273.43 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO 3:

The West half of the Northeast quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 33 feet;

EXCEPT that portion as set forth in Quit Claim Deed to the City of Goodyear recorded in Document No. 20160852687, described as follows:

The West 1525 feet of the South 42 feet of the North 75 feet of the Northeast quarter of said Section 17;

EXCEPT all those portion of said West half of the Northeast quarter lying Easterly of the Western boundaries as set forth in Special Warranty Deeds to the City of Goodyear recorded in Document No. 20091042745, 20140567661 and 20140564662.

PARCEL NO. 4:

The Northeast quarter of the Southwest quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT those portion lying within said Northeast quarter of the Southwest quarter, set forth as follows:

All those portions of land lying South of the North boundary line as set forth on Lower Buckeye Parkway Map of Dedication recorded in Book 332 of Maps, Page 4, except that portion of Lower Buckeye Parkway set forth in Book 963 of Maps, Page 22;

All those portions of land lying South of the North boundary line of Lower Buckeye Parkway and those portions lying East of the West line of Bullard Avenue, as set forth on Goodyear Right of Way Map of Dedication recorded in Book 963 of Maps, Page 22;

All those portions of land lying in Ballpark Village-Wood Corporate Campus recorded in Book 996 of Maps, Page 50.

EXHIBIT B
PRELIMINARY YUMA ROAD ARCH CULVERT DESIGN

Exhibit on the following pages

PROJECT TEAM

DEVELOPER:
FULTON HOMES
9140 S. KYRENE ROAD, SUITE 202
TEMPE, AZ 85284
TEL: (480)-753-6789
CONTACT: NORM NICHOLLS
NNicholls@fultonhomes.com

PLANNER:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FA: (480)-503-2258
CONTACT: JOSH HANNON
josh.hannon@epsgruoinc.com

ENGINEER:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FA: (480)-503-2258
CONTACT: BRIAN NICHOLLS, PE
Brian.Nicholls@epsgruoinc.com

LANDSCAPE ARCHITECT:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FA: (480)-503-2258
CONTACT: ALIZA SABIN, RLA
Aliz@Sabin@epsgruoinc.com

OWNER'S REPRESENTATIVE:
ROSE LAW GROUP
7144 E STETSON DRIVE, SUITE 300
SCOTTSDALE, AZ 85251
CONTACT: CHRIS WEBB
CWebb@roselawgroup.com

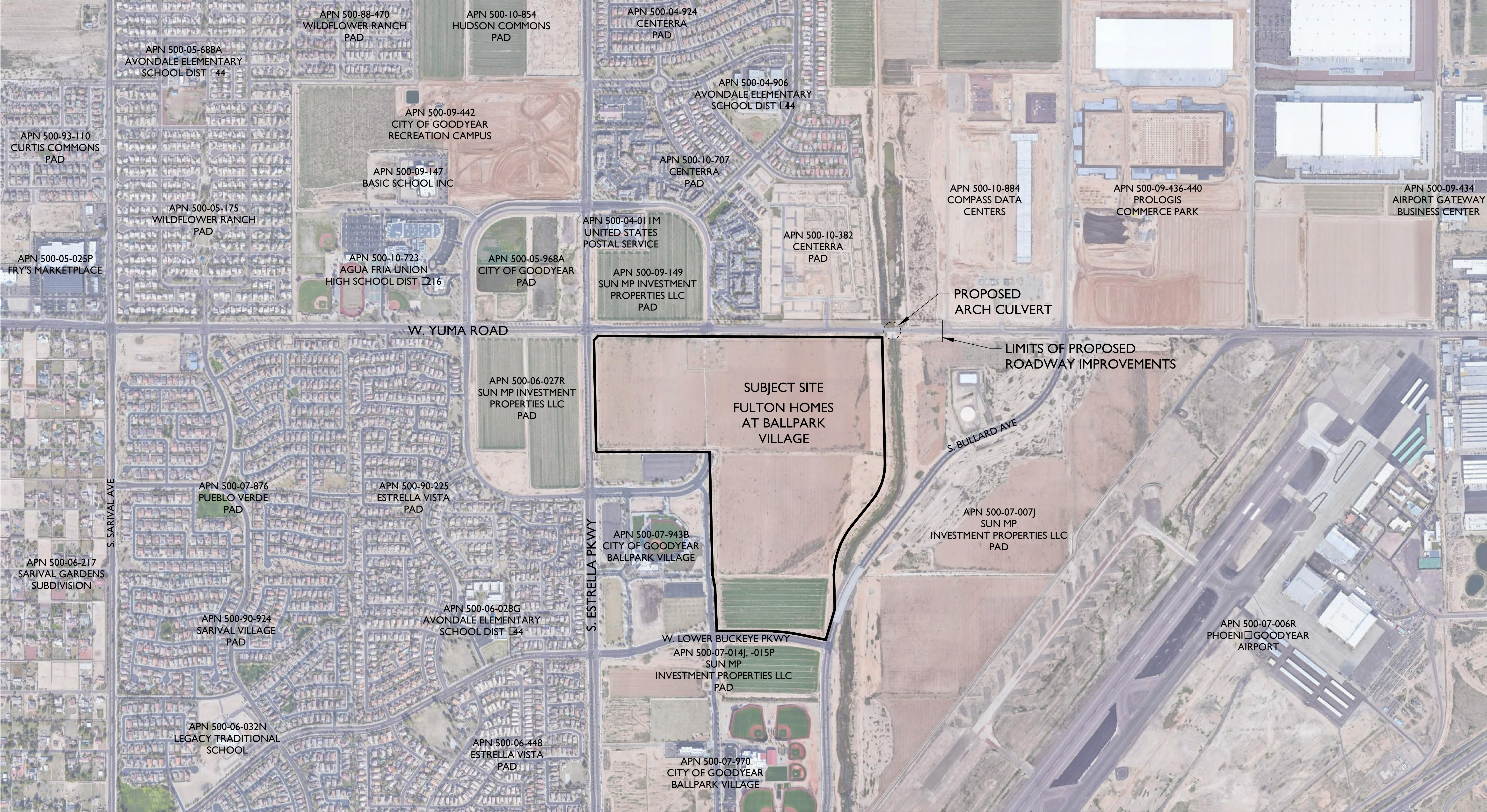
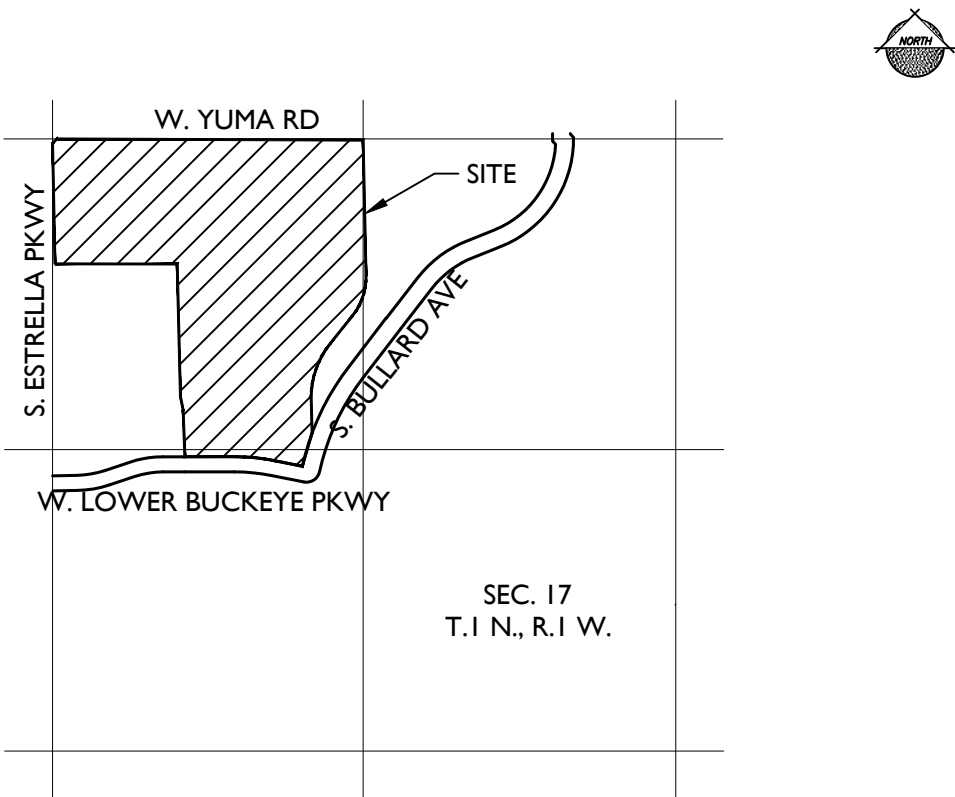
ZONING ATTORNEY:
BURCH & CRACCHIOLO
1850 N CENTRAL AVE, SUITE 1700
PHOENIX AZ 85004
CONTACT: EDWIN C. BULL
Ebull@bcattorneys.com

CONTENT MAP EXHIBIT
FOR
FULTON HOMES AT
BALLPARK VILLAGE

A PORTION OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF GILA
AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

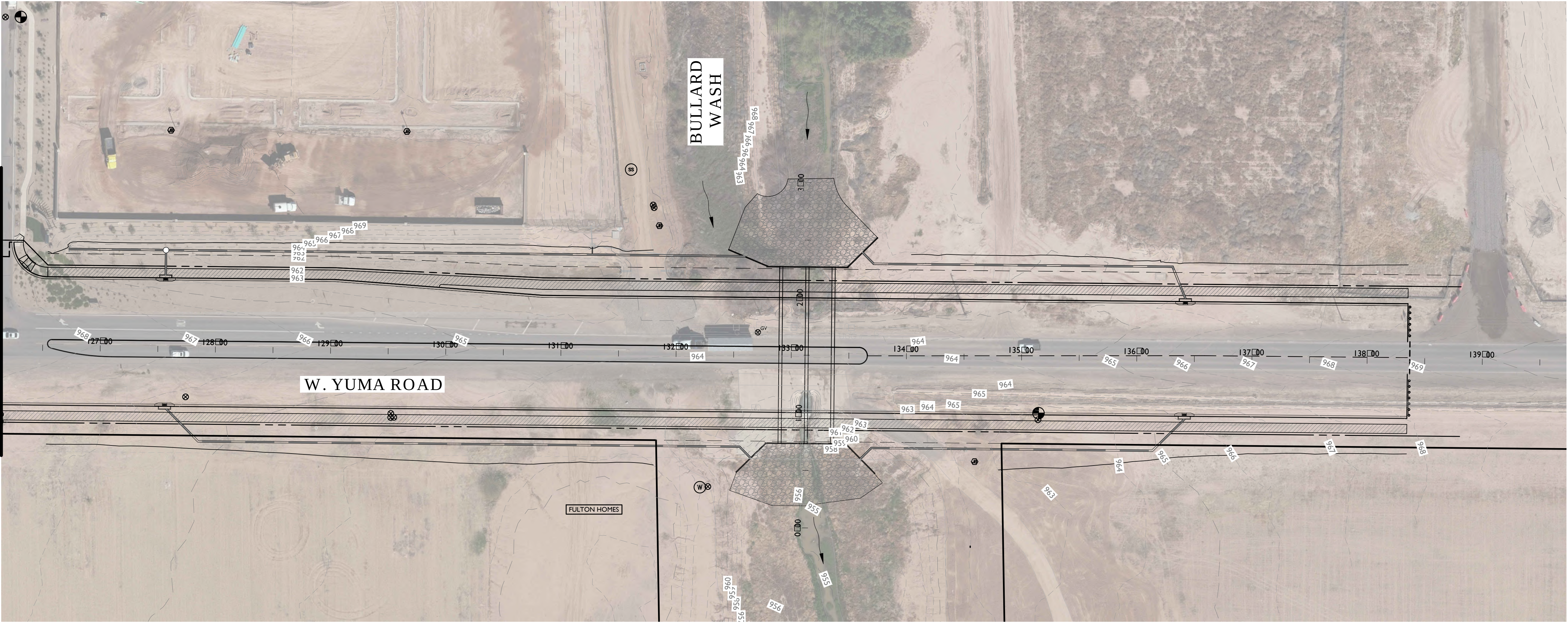
VICINITY MAP

N.T.S.



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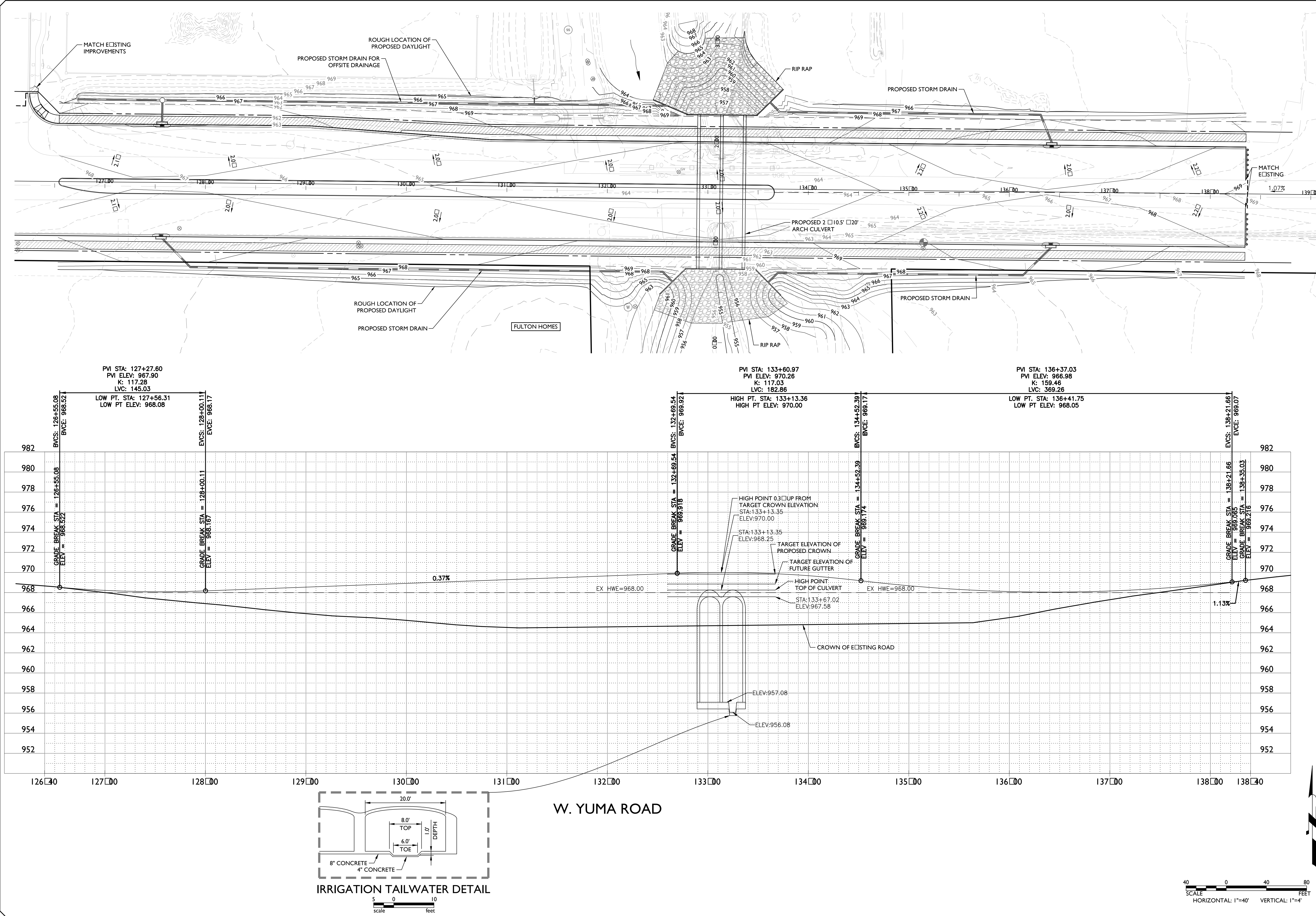
PRELIMINARY Yuma Road Arch Culvert
Yuma Road Arch Culvert Design

JOB NO
20-1537

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OF 8

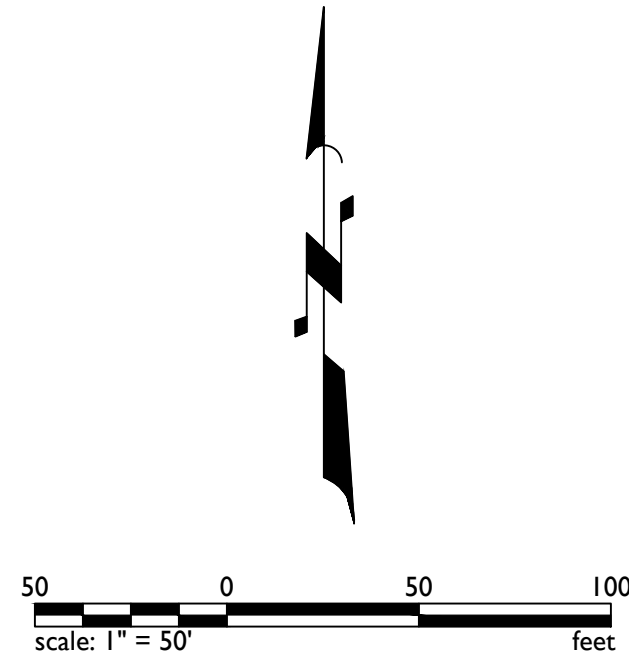
EPS GROUP
1130 N. Alma School Rd
Suite 120 Mesa, AZ 85201
T:480.503.2250 F:480.503.2258
www.epsgroupinc.com

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PRELIMINARY

Yuma Road Arch Culvert

Yuma Road Arch Culvert Traffic Design

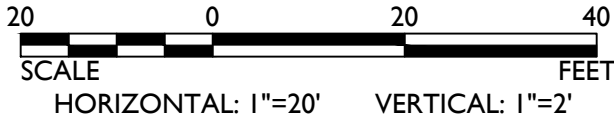
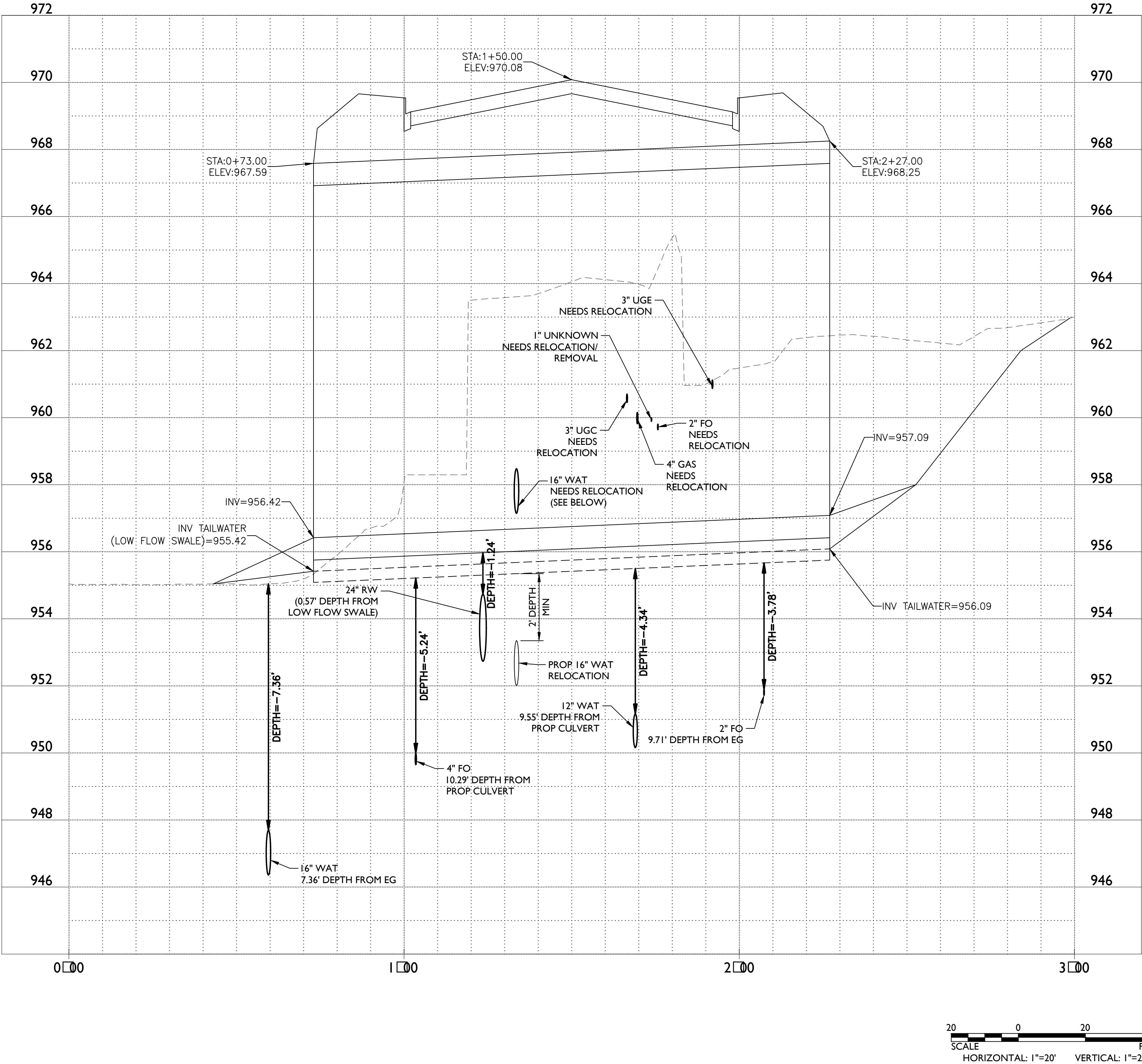
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SHEET
4
OF 8

EPS GROUP

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Suite 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
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PRELIMINARY

Yuma Road Arch Culvert Crossings Profile

JOB NO

20-1537

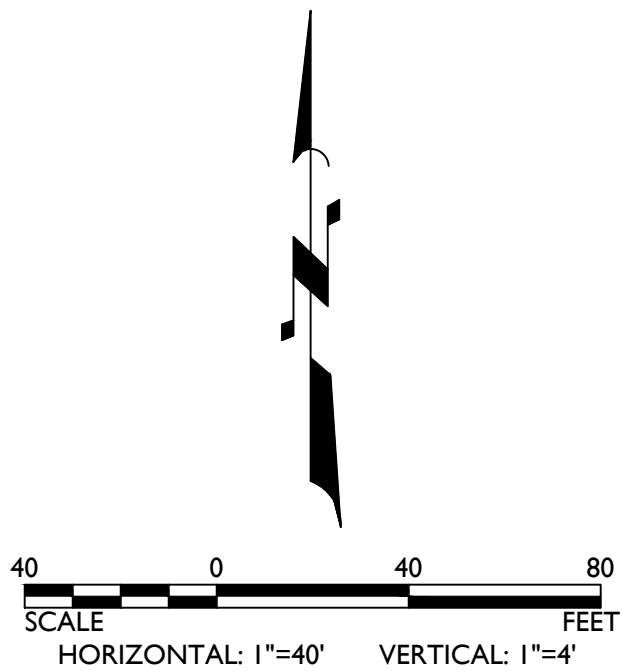
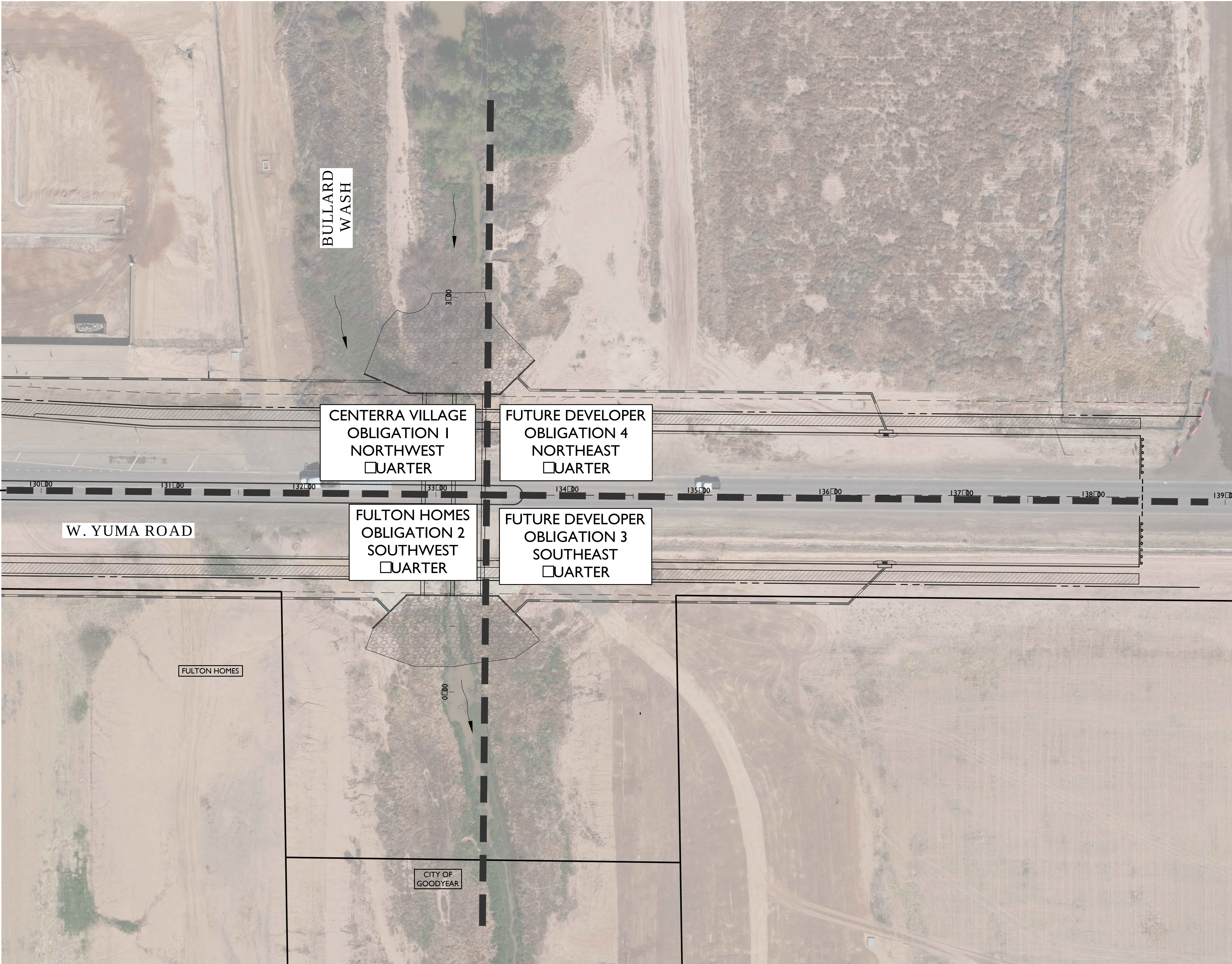
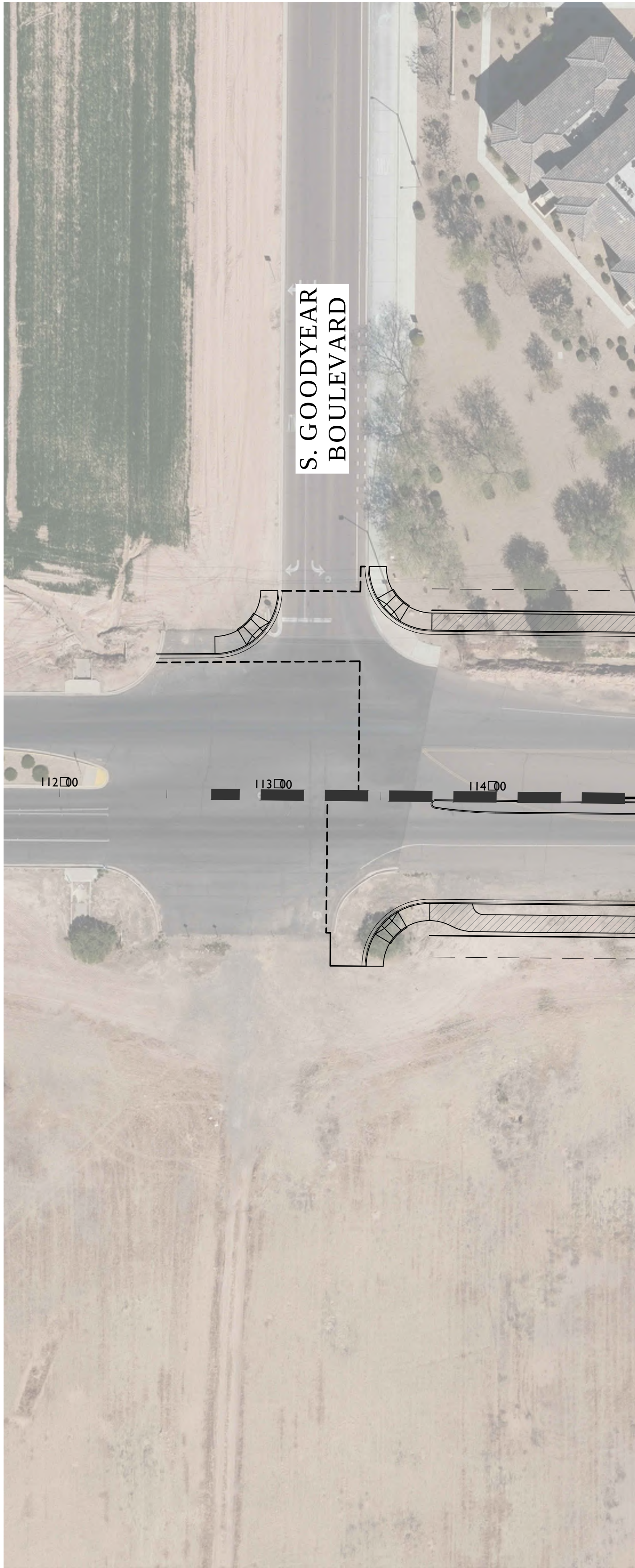
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OF 8

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PRELIMINARY Yuma Road Arch Culvert

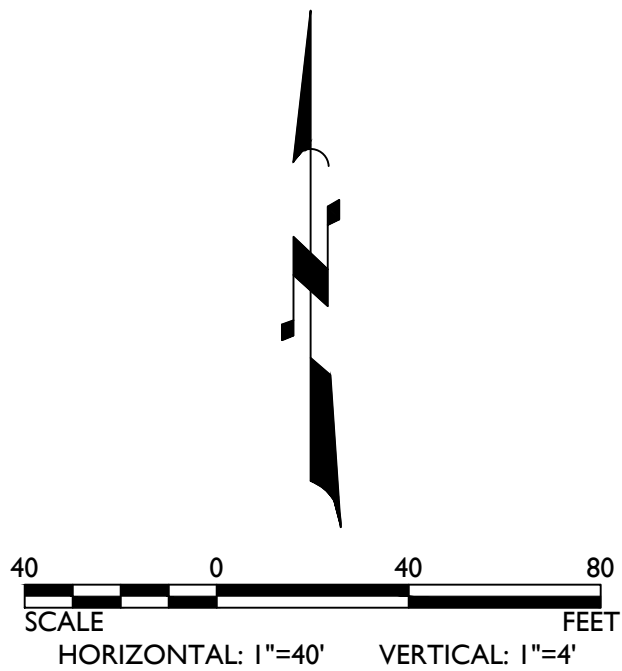
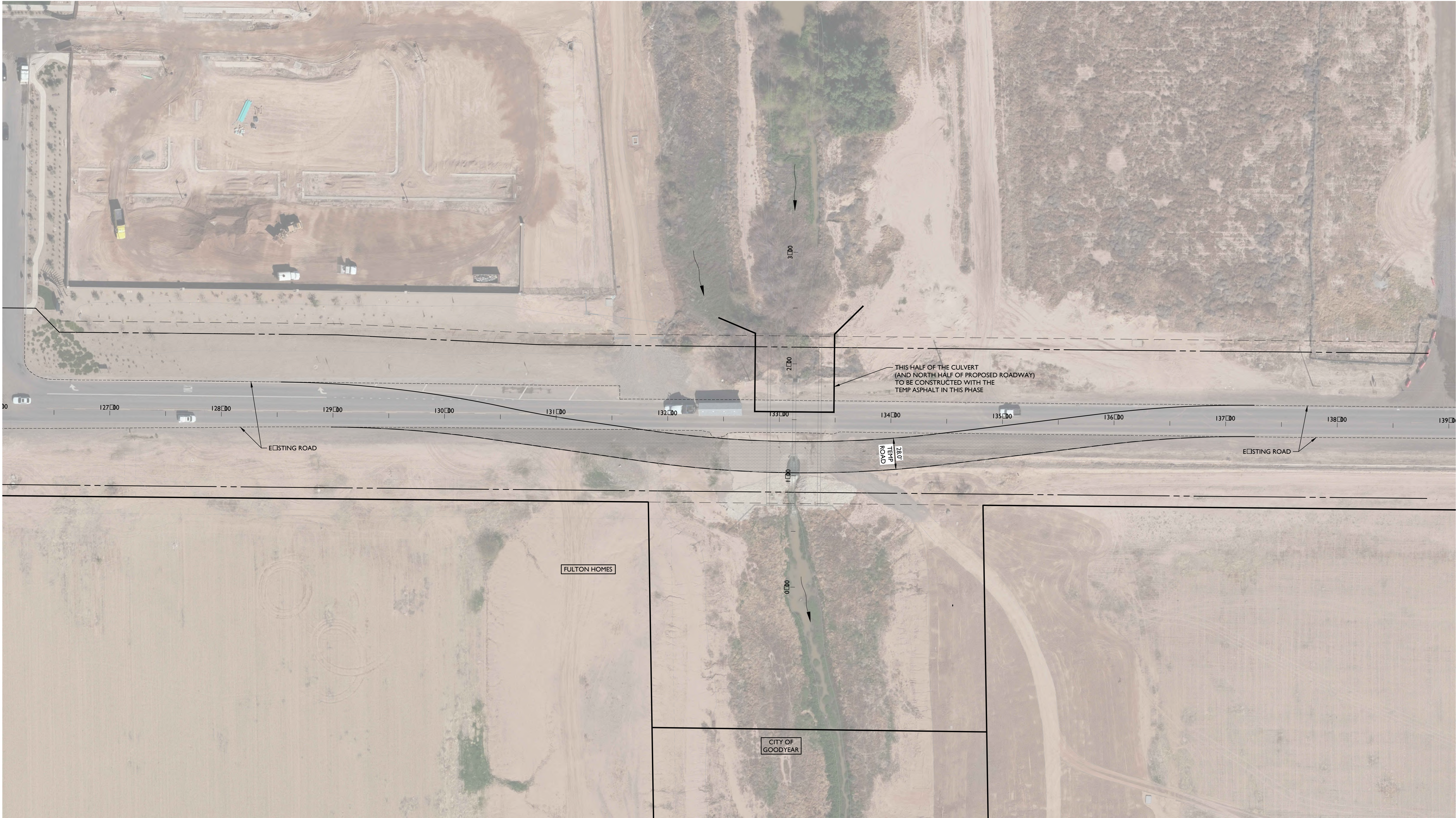
Yuma Road Arch Culvert Obligations

JOB NO
20-1537

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OF 8

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PRELIMINARY

Yuma Road Arch Culvert

Yuma Road Arch Culvert Traffic Control South

JOB NO
20-1537

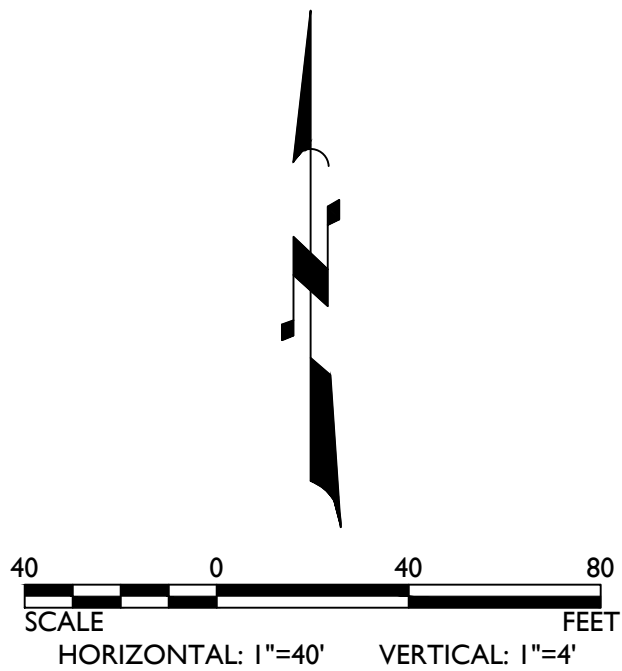
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OF 8

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PRELIMINARY

Yuma Road Arch Culvert

Yuma Road Arch Culvert Traffic Control North

JOB NO
20-1537

SHEET
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OF 8

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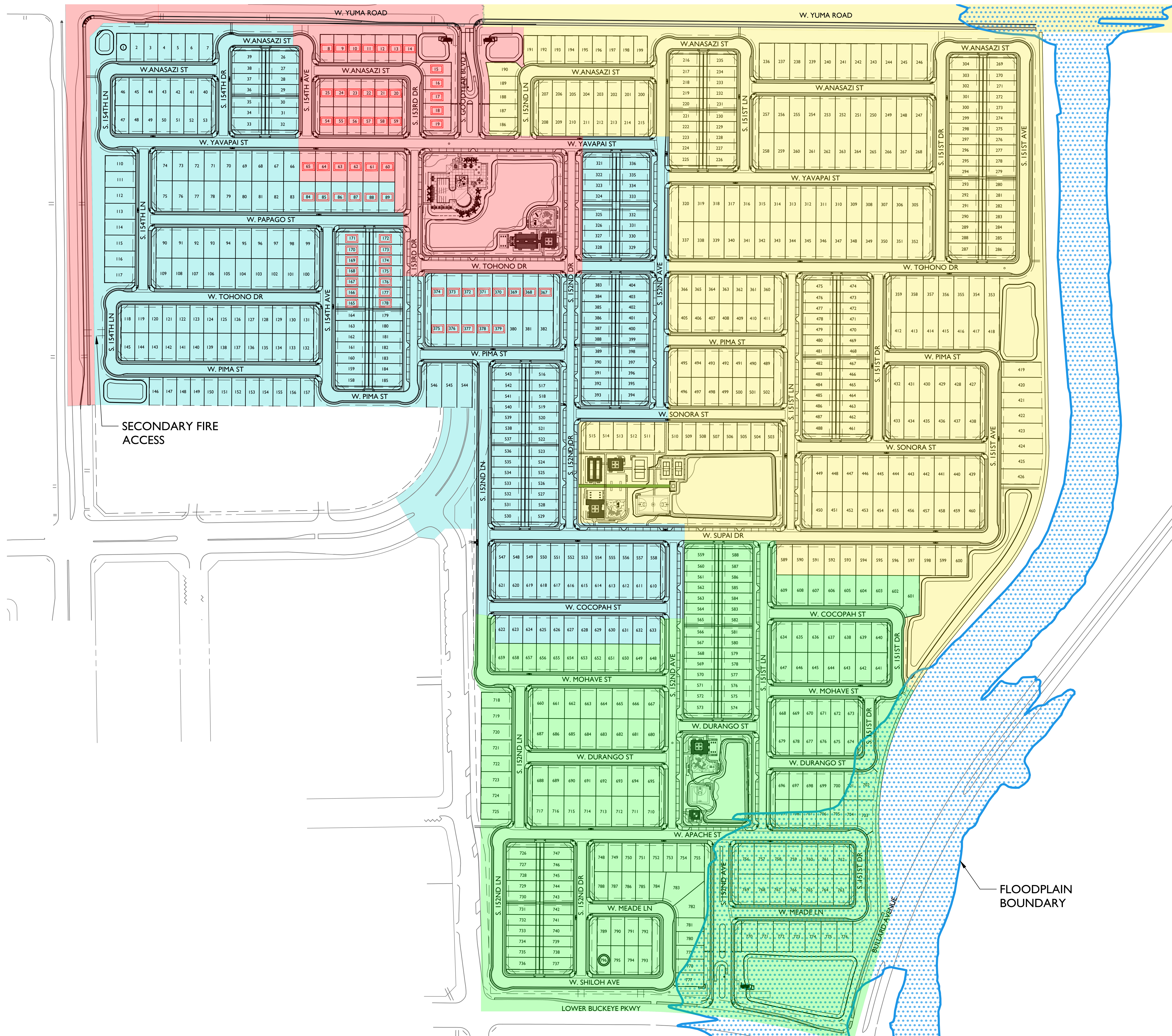
GROUP

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EXHIBIT C
SHEET 1 OF THE FULTON HOMES BALLPARK VILLAGE
PRELIMINARY PHASING PLAN

Exhibit on the following pages

May 11, 2022 8:42am S:\Projects\2020\20-1537\Civil - Prelim\Exhibit 20-1537 - PP - Prelim Phasing Plan.dwg



- Phase 1A - Inclusive of the west portion of Yuma Road and all of Estrella Parkway & north Amenity area
- Phase 1B - Inclusive of all of Goodyear Blvd Improvements
- Phase 2 - Inclusive of Northern portion of landscape trail along Bullard Wash, and Yuma Road east frontage
- Phase 3 - Inclusive of Southern portion of Bullard Ave Improvements, including landscape trail along Bullard Wash and Lower Buckeye Road improvements
- Model or Reserved Lot
- Fema Floodplain

Preliminary Phasing Lot Counts		
Phase 1A		
	Total lots this phase (including models and reserved)	Total for sale lots this phase (excluding models and reserved)
35 x 105	0	0
45 x 92	24	0
50 x 120	0	0
52 x 100	6	0
Total lots this phase	30	0

Phase 1B		
	Total lots this phase (including models and reserved)	Total for sale lots this phase (excluding models and reserved)
35 x 105	108	94
45 x 92	97	97
50 x 120	19	6
52 x 100	52	46
Total lots this phase	276	243

Total lots Phase 1A & 1B	306
--------------------------	-----

Phase 2	
35 x 105	84
45 x 92	71
50 x 120	121
52 x 100	12
Total lots this phase	288

Total lots Phase 1A, 1B & 2	594
-----------------------------	-----

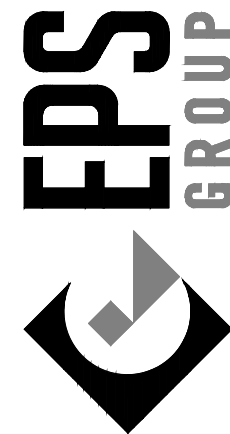
Phase 3	
35 x 105	52
45 x 92	66
50 x 120	0
52 x 100	84
Total lots this phase	202

Total Subdivision Lot Count	
35 x 105	244
45 x 92	258
50 x 120	140
52 x 100	154
Total lots this project	796

150 0 150 300
scale: 1" = 150' feet

May 11, 2022

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Fulton Homes
Ballpark Village
Preliminary Phasing Plan

JOB NO
20-1537

SHEET
1
OF 5

EXHIBIT D
YUMA ROAD ARCH CULVERT PRELIMINARY COST ESTIMATE
PREPARED BY EPS GROUP

Exhibit on the following pages



Yuma Road Arch Culvert Preliminary Cost Estimate

	<i>Centerra Village</i>	<i>Fulton Homes</i>	<i>SE Corner</i>	<i>NE Corner</i>
<i>Roadway Hard Costs</i>	\$ 1,358,472.12	\$ 1,065,046.53	\$ 317,329.05	\$ 310,161.63
<i>Culvert Hard Costs</i>	\$ 352,437.50	\$ 352,437.50	\$ 352,437.50	\$ 352,437.50
<i>Soft Costs*</i>	\$ 644,499.65	\$ 533,966.23	\$ 252,301.06	\$ 249,601.09
<i>Total</i>	\$ 2,355,409.27	\$ 1,951,450.27	\$ 922,067.61	\$ 912,200.23

Overall Improvements Grand Total:	\$ 6,141,127.38
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Soft Costs - See Next Sheet for Details*

PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023
 Obligation: **Centerra Village Obligation (Northwest Quarter)**



Half Street Roadway Improvements	Unit	Unit Price	Quantity	Cost
Earthwork				
Storm Water Pollution Control	LS	\$ 15,000.00	1	\$ 15,000.00
Pre-Wet Soil	AC	\$ 300.00	3.0	\$ 900.00
Final Roadway Grading	LF	\$ 2.00	4,190.0	\$ 8,380.00
Earthwork	CY	\$ 6.50	5,075	\$ 32,987.50
Subtotal:				\$ 57,267.50
Storm Drain				
18" HDPE MAG Spec 738 Storm Drain Pipe	LF	\$ 75.00	2,114	\$ 158,543.77
8" PVC (SDR-35) Storm Drain Pipe	LF	\$ 35.00	6	\$ 210.00
Storm Drain Manhole; MAG 520, 522	EA	\$ 4,000.00	5	\$ 20,000.00
Catch Basin; MAG 537 24"	EA	\$ 4,500.00	2	\$ 9,000.00
Concrete Headwall; MAG 501-1 w/ Riprap	EA	\$ 4,800.00	1	\$ 4,800.00
Catch Basin; MAG 533 Type 'D' 3' Wing	EA	\$ 5,000.00	2	\$ 10,000.00
Subtotal:				\$ 202,553.77
Concrete				
6" Vert Curb & Gutter; MAG 220-1, Type 'A'	LF	\$ 25.00	1,912	\$ 47,800.00
6" Single Curb; MAG 222, Type 'A'	LF	\$ 29.00	1,885	\$ 54,665.00
Sidewalk; MAG 230	SF	\$ 7.00	15,371	\$ 107,599.63
Corner Ramp MAG 236-3 w/ Warning Mat per MAG 234 (Includes Truncated Domes)	EA	\$ 4,400.00	6	\$ 26,400.00
Subtotal:				\$ 236,464.63
Paving				
Asphalt Removal	SY	\$ 7.50	7,061	\$ 52,956.44
Pavement: 6.0" AC / 15.0" ABC	SY	\$ 65.00	11,461	\$ 744,936.63
Thickened Edge of Pavement per MAG 201, 1	LF	\$ 5.00	-	\$ -
Striping	LS	\$ 20,000.00	1	\$ 20,000.00
Subtotal:				\$ 817,893.07
Misc.				
Landscaping	SF	\$ 2.40	18,455	\$ 44,293.15
Subtotal:				\$ 44,293.15
Roadway Hard Costs Subtotal (Before Culvert):				\$ 1,358,472.12

PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023
 Obligation: **Centerra Village Obligation (Northwest Quarter)**

**Shared Culvert Costs (To be split evenly 4 ways)**

Arch Culvert (2 Cell, 10.5' x 20')	LS	\$	739,200.00	1	\$	739,200.00
16" Waterline	LF	\$	200.00	100	\$	20,000.00
Realignment of Waterline (RW)	LF	\$	200.00	150	\$	30,000.00
Temporary Extension of Existing 36" Culvert	LF	\$	90.00	200	\$	18,000.00
Realignment of Dry Utilities	LS	\$	250,000.00	1	\$	250,000.00
Grouted Rip Rap	SY	\$	5.00	1,910	\$	9,550.00
Temporary Asphalt	SY	\$	40.00	1,830	\$	73,200.00
Demo & Prep Temp Asphalt	LS	\$	100,000.00	1	\$	100,000.00
Grading for Temporary Asphalt	CY	\$	9,200.00	6.5	\$	59,800.00
Traffic Control	LS	\$	80,000.00	1	\$	80,000.00
Mobilization Fee	LS	\$	30,000.00	1	\$	30,000.00
Approximate Culvert Hard Costs Total:					\$	1,409,750.00

1/4 Portion:	\$	352,437.50
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Northwest Obligation Hard Cost Subtotal:	\$	1,710,909.62
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General Liability	0.95%	\$	16,253.64
Builders Risk	0.35%	\$	5,988.18
Bonding	1.40%	\$	23,952.73
Contingency	5.00%	\$	85,545.48
Soft Costs*	19.25%	\$	329,350.10
Contractor Fee	5.00%	\$	85,545.48
Taxes	5.72%	\$	97,864.03
Subtotal:			\$ 644,499.65

Soft Costs*=Engineering fees, plans, permits, misc fees, and associated consultants

Approximate Grand Total Cost:	\$	2,355,409.27
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PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023
 Obligation: **Fulton Homes Obligation (Southwest Quarter)**



Half Street Roadway Improvements	Unit	Unit Price	Quantity	Cost
Earthwork				
Storm Water Pollution Control	LS	\$ 15,000.00	1	\$ 15,000.00
Pre-Wet Soil	AC	\$ 300.00	2.4	\$ 720.00
Final Roadway Grading	LF	\$ 2.00	3,513.0	\$ 7,026.00
Earthwork	CY	\$ 6.50	7,400	\$ 48,100.00
Subtotal:				\$ 70,846.00
Storm Drain				
18" HDPE MAG Spec 738 Storm Drain Pipe	LF	\$ 75.00	500	\$ 37,500.00
8" PVC (SDR-35) Storm Drain Pipe	LF	\$ 35.00	-	\$ -
Storm Drain Manhole; MAG 520, 522	EA	\$ 4,000.00	1	\$ 4,000.00
Catch Basin; MAG 533 Type 'D' 3' Wing	EA	\$ 5,000.00	2	\$ 10,000.00
Subtotal:				\$ 51,500.00
Concrete				
6" Vert Curb & Gutter; MAG 220-1, Type 'A'	LF	\$ 25.00	1,964	\$ 49,100.00
6" Single Curb; MAG 222, Type 'A'	LF	\$ 29.00	1,836	\$ 53,238.26
Sidewalk; MAG 230	SF	\$ 7.00	15,767	\$ 110,372.43
Corner Ramp MAG 236-3 w/ Warning Mat per MAG 234 (Includes Truncated Domes)	EA	\$ 4,400.00	1	\$ 4,400.00
Subtotal:				\$ 217,110.69
Paving				
Asphalt Removal	SY	\$ 7.50	4,527	\$ 33,954.66
Pavement: 6.0" AC / 15.0" ABC	SY	\$ 65.00	9,603	\$ 624,181.18
Thickened Edge of Pavement per MAG 201, 1	LF	\$ 5.00	30	\$ 150.00
Striping	LS	\$ 20,000.00	1	\$ 20,000.00
Subtotal:				\$ 678,285.84
Misc.				
Landscaping	SF	\$ 2.40	19,710	\$ 47,304.00
Subtotal:				\$ 47,304.00
Roadway Hard Costs Subtotal (Before Culvert):				\$ 1,065,046.53

PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023
 Obligation: **Fulton Homes Obligation (Southwest Quarter)**

**Shared Culvert Costs (To be split evenly 4 ways)**

Arch Culvert (2 Cell, 10.5' x 20')	LS	\$	739,200.00	1	\$	739,200.00
16" Waterline	LF	\$	200.00	100	\$	20,000.00
Realignment of Waterline (RW)	LF	\$	200.00	150	\$	30,000.00
Temporary Extension of Existing 36" Culvert	LF	\$	90.00	200	\$	18,000.00
Realignment of Dry Utilities	LS	\$	250,000.00	1	\$	250,000.00
Grouted Rip Rap	SY	\$	5.00	1,910	\$	9,550.00
Temporary Asphalt	SY	\$	40.00	1,830	\$	73,200.00
Demo & Prep Temp Asphalt	LS	\$	100,000.00	1	\$	100,000.00
Grading for Temporary Asphalt	CY	\$	9,200.00	6.5	\$	59,800.00
Traffic Control	LS	\$	80,000.00	1	\$	80,000.00
Mobilization Fee	LS	\$	30,000.00	1	\$	30,000.00
Approximate Culvert Hard Costs Total:					\$	1,409,750.00

1/4 Portion:	\$	352,437.50
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Northwest Obligation Hard Cost Subtotal:	\$	1,417,484.03
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General Liability	0.95%	\$	13,466.10
Builders Risk	0.35%	\$	4,961.19
Bonding	1.40%	\$	19,844.78
Contingency	5.00%	\$	70,874.20
Soft Costs*	19.25%	\$	272,865.68
Contractor Fee	5.00%	\$	70,874.20
Taxes	5.72%	\$	81,080.09
Subtotal:			\$ 533,966.23

Soft Costs*=Engineering fees, plans, permits, misc fees, and associated consultants

Approximate Grand Total Cost:	\$	1,951,450.27
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PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023
 Obligation: **Future Obligation (Southeast Obligation)**



Half Street Roadway Improvements	Unit	Unit Price	Quantity	Cost
Earthwork				
Storm Water Pollution Control	LS	\$ 15,000.00	1	\$ 15,000.00
Pre-Wet Soil	AC	\$ 300.00	0.6	\$ 180.00
Final Roadway Grading	LF	\$ 2.00	520.0	\$ 1,040.00
Earthwork	CY	\$ 6.50	5,400	\$ 35,100.00
Subtotal:				\$ 51,320.00
Storm Drain				
18" HDPE MAG Spec 738 Storm Drain Pipe	LF	\$ 75.00	320	\$ 24,000.00
8" PVC (SDR-35) Storm Drain Pipe	LF	\$ 35.00	-	\$ -
Storm Drain Manhole; MAG 520, 522	EA	\$ 4,000.00	1	\$ 4,000.00
Catch Basin; MAG 533 Type 'D' 3' Wing	EA	\$ 5,000.00	1	\$ 5,000.00
Subtotal:				\$ 33,000.00
Concrete				
6" Vert Curb & Gutter; MAG 220-1, Type 'A'	LF	\$ 25.00	498	\$ 12,438.77
6" Single Curb; MAG 222, Type 'A'	LF	\$ 29.00	32	\$ 938.71
Sidewalk; MAG 230	SF	\$ 7.00	3,980	\$ 27,862.84
Corner Ramp MAG 236-3 w/ Warning Mat per MAG 234 (Includes Truncated Domes)	EA	\$ 4,400.00	-	\$ -
Subtotal:				\$ 41,240.32
Paving				
Asphalt Removal	SY	\$ 7.50	608	\$ 4,561.67
Pavement: 6.0" AC / 15.0" ABC	SY	\$ 65.00	2,631	\$ 171,010.08
Thickened Edge of Pavement per MAG 201, 1	LF	\$ 5.00	48	\$ 240.00
Striping	LS	\$ 10,000.00	1	\$ 10,000.00
Subtotal:				\$ 185,811.74
Misc.				
Landscaping	SF	\$ 2.40	2,482	\$ 5,956.99
Subtotal:				\$ 5,956.99
Roadway Hard Costs Subtotal (Before Culvert):				\$ 317,329.05

PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023



Obligation: **Future Obligation (Southeast Obligation)**

Shared Culvert Costs (To be split evenly 4 ways)

Arch Culvert (2 Cell, 10.5' x 20')	LS	\$	739,200.00	1	\$	739,200.00
16" Waterline	LF	\$	200.00	100	\$	20,000.00
Realignment of Waterline (RW)	LF	\$	200.00	150	\$	30,000.00
Temporary Extension of Existing 36" Culvert	LF	\$	90.00	200	\$	18,000.00
Realignment of Dry Utilities	LS	\$	250,000.00	1	\$	250,000.00
Grouted Rip Rap	SY	\$	5.00	1,910	\$	9,550.00
Temporary Asphalt	SY	\$	40.00	1,830	\$	73,200.00
Demo & Prep Temp Asphalt	LS	\$	100,000.00	1	\$	100,000.00
Grading for Temporary Asphalt	CY	\$	9,200.00	6.5	\$	59,800.00
Traffic Control	LS	\$	80,000.00	1	\$	80,000.00
Mobilization Fee	LS	\$	30,000.00	1	\$	30,000.00

Approximate Culvert Hard Costs Total: \$ **1,409,750.00**

1/4 Portion: \$ **352,437.50**

Northwest Obligation Hard Cost Subtotal: \$ **669,766.55**

General Liability	0.95%	\$	6,362.78
Builders Risk	0.35%	\$	2,344.18
Bonding	1.40%	\$	9,376.73
Contingency	5.00%	\$	33,488.33
Soft Costs*	19.25%	\$	128,930.06
Contractor Fee	5.00%	\$	33,488.33
Taxes	5.72%	\$	38,310.65

Subtotal: \$ **252,301.06**

Soft Costs=Engineering fees, plans, permits, misc fees, and associated consultants*

Approximate Grand Total Cost: \$ 922,067.61

PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023
 Obligation: **Future Obligation (Northeast Obligation)**



Half Street Roadway Improvements	Unit	Unit Price	Quantity	Cost
Earthwork				
Storm Water Pollution Control	LS	\$ 15,000.00	1	\$ 15,000.00
Pre-Wet Soil	AC	\$ 300.00	0.6	\$ 180.00
Final Roadway Grading	LF	\$ 2.00	520.0	\$ 1,040.00
Earthwork	CY	\$ 6.50	3,800	\$ 24,700.00
Subtotal:				\$ 40,920.00
Storm Drain				
18" HDPE MAG Spec 738 Storm Drain Pipe	LF	\$ 75.00	330	\$ 24,750.00
8" PVC (SDR-35) Storm Drain Pipe	LF	\$ 35.00	-	\$ -
Storm Drain Manhole; MAG 520, 522	EA	\$ 4,000.00	1	\$ 4,000.00
Catch Basin; MAG 533 Type 'D' 3' Wing	EA	\$ 5,000.00	1	\$ 5,000.00
Subtotal:				\$ 33,750.00
Concrete				
6" Vert Curb & Gutter; MAG 220-1, Type 'A'	LF	\$ 25.00	498	\$ 12,438.77
6" Single Curb; MAG 222, Type 'A'	LF	\$ 29.00	32	\$ 938.83
Sidewalk; MAG 230	SF	\$ 7.00	3,980	\$ 27,862.84
Corner Ramp MAG 236-3 w/ Warning Mat per MAG 234 (Includes Truncated Domes)	EA	\$ 4,400.00	-	\$ -
Subtotal:				\$ 41,240.45
Paving				
Asphalt Removal	SY	\$ 7.50	940	\$ 7,049.49
Pavement: 6.0" AC / 15.0" ABC	SY	\$ 65.00	2,631	\$ 171,004.71
Thickened Edge of Pavement per MAG 201, 1	LF	\$ 5.00	48	\$ 240.00
Striping	LS	\$ 10,000.00	1	\$ 10,000.00
Subtotal:				\$ 188,294.20
Misc.				
Landscaping	SF	\$ 2.40	2,482	\$ 5,956.99
Subtotal:				\$ 5,956.99
Roadway Hard Costs Subtotal (Before Culvert):				\$ 310,161.63

PRELIMINARY

2/8/2023

Engineer's Estimate of Probable Cost

Project Name: Yuma Road - Arch Culvert Improvements
 EPS Project No.: 20-1537
 Date: 2/8/2023



Obligation: **Future Obligation (Northeast Obligation)**

Shared Culvert Costs (To be split evenly 4 ways)

Arch Culvert (2 Cell, 10.5' x 20')	LS	\$	739,200.00	1	\$	739,200.00
16" Waterline	LF	\$	200.00	100	\$	20,000.00
Realignment of Waterline (RW)	LF	\$	200.00	150	\$	30,000.00
Temporary Extension of Existing 36" Culvert	LF	\$	90.00	200	\$	18,000.00
Realignment of Dry Utilities	LS	\$	250,000.00	1	\$	250,000.00
Grouted Rip Rap	SY	\$	5.00	1,910	\$	9,550.00
Temporary Asphalt	SY	\$	40.00	1,830	\$	73,200.00
Demo & Prep Temp Asphalt	LS	\$	100,000.00	1	\$	100,000.00
Grading for Temporary Asphalt	CY	\$	9,200.00	6.5	\$	59,800.00
Traffic Control	LS	\$	80,000.00	1	\$	80,000.00
Mobilization Fee	LS	\$	30,000.00	1	\$	30,000.00

Approximate Culvert Hard Costs Total: \$ **1,409,750.00**

1/4 Portion: \$ **352,437.50**

Northwest Obligation Hard Cost Subtotal: \$ **662,599.13**

General Liability	0.95%	\$	6,294.69
Builders Risk	0.35%	\$	2,319.10
Bonding	1.40%	\$	9,276.39
Contingency	5.00%	\$	33,129.96
Soft Costs*	19.25%	\$	127,550.33
Contractor Fee	5.00%	\$	33,129.96
Taxes	5.72%	\$	37,900.67

Subtotal: \$ **249,601.09**

Soft Costs=Engineering fees, plans, permits, misc fees, and associated consultants*

Approximate Grand Total Cost: \$ 912,200.23

PRELIMINARY

2/8/2023

ITEM #: 13.
DATE: 04/10/2023
AI #:1426



CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) WITH CITY OF GLENDALE FOR WEST VALLEY VETERAN'S COURT

STAFF PRESENTER(S): Crystal Whelan, Court Administrator; Justin Atkinson, City Prosecutor

SUMMARY

In collaboration with the City of Glendale Municipal Court, the Goodyear Municipal Court and Goodyear City Prosecutor's Office are making efforts to address criminal cases involving veterans more effectively, seeking better outcomes for our community and our veterans.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Sense of
Community

RECOMMENDATION

Approve the Intergovernmental Agreement (IGA) with the City of Glendale and City of Goodyear, to allow for case referral of veteran defendants in the Goodyear Municipal Court into the Glendale Municipal Court, and for the qualified judicial officers of Judge of the Glendale Municipal Court to have authority to adjudicate cases referred to the West Valley Veterans Court. (Crystal Whelan, Court Administrator; Justin Atkinson, City Prosecutor)

FISCAL IMPACT

Goodyear will be charged a flat fee per case referred to the WVRVC. The flat fee is based on the average projected cost per case. The average cost per case is calculated dividing the projected total costs by the projected volume as determined by previous fiscal year case totals. The flat fee will include the costs associated with the WVRVC Coordinator, and a Court Services Specialist, and court operating expenses and will be offset by the applicable grant funding amount available to the City of Glendale. The Goodyear Municipal Court currently has adequate specialty court funding available through our own funding budgeted for the Problem-Solving specialty court costs, and will absorb any additional case processing fees into our existing budget, if necessary.

BACKGROUND AND PREVIOUS ACTIONS

On December 8, 2022, the Presiding Judge of the Maricopa County Superior Court issued Administrative Order 2022-158, which established the West Valley Regional Veterans Treatment Court ("WVRVC") for the municipal courts in the West Valley of Maricopa County, including Glendale, Avondale, Buckeye, El Mirage, Goodyear, Litchfield Park, Peoria, Surprise, Tolleson, Wickenburg, and Youngtown Municipal Court. Prior to issuance of Administrative Order 2022-158, Glendale has operated its own Veterans Court. In July of 2021, the Goodyear Municipal Court presented to the City of Goodyear Mayor and Council, seeking temporary funding for a Problem-Solving Pilot Court, to address cases involving homelessness, mental health and veteran eligibility. With the vacancy of a permanent Presiding Judge, the Goodyear Municipal Court has paused the Problem-Solving Court pilot program. In order to continue addressing the case involving veteran defendants, the Goodyear Municipal Court wishes to enter into the WVRVC agreement to ensure uninterrupted Veteran defendant case resolution. The Goodyear Municipal Court historically and currently participates in the 'Stand Down for Veterans' and 'Stand Up for Veterans' annual events, held by other Courts such as the Tempe Municipal Court.

STAFF ANALYSIS

The aim of the program is to assist veteran defendants with new and active cases, where traditional judicial recourse is not the best course of action when faced with sentencing options. The mission is to enhance public safety and to provide justice while reducing recidivism, by addressing the root causes of conflicts with the law involving Veterans. Veterans Court is not a panacea, but it is an effective treatment of crime involving veterans. In October of 2021, the City of Glendale implemented a Veterans Court without supplemental funding. Later, in 2022, with the help of Senator Sinema, Glendale was awarded a DOJ grant to supplement and expand the offerings of the West Valley Veterans Court. The Goodyear Municipal Court recognizes the importance and undertaking of such a robust specialty court which specializing in Veterans defendant case resolution. Because of the success of an on-going, well-established Veteran Court program, Goodyear is seeking to partner with Glendale to allow for qualifying Goodyear defendants to participate in the specialty Court program. This participation would be in addition to Goodyear's long-standing participation in other specialty court events such as "Stand Up for Veterans' and "Stand Down for Veterans'. Nearly 95% of veterans in the criminal justice system have substance abuse issues. Many are self-medicating. The recidivism rate in traditional courts is between 70 - 80%. Veterans Courts nationally report a recidivism rate of about 25%. The Phoenix and Mesa City Courts operate a Veterans Treatment Court, as well as the Maricopa County Justice Courts out of the Northwest Valley Justice Center. Glendale WVRVC will leverage VA support and benefits, including the use of a Veterans Outreach Social worker, to be present in the Glendale Veterans Court once per month. As the program grows, the VA has committed to expanding their presence to meet the Courts needs. Community-based organizations also have good record of supporting Veterans Courts. Following national and local models that have proven successful, Goodyear will adopt practices that will allow qualifying defendants to voluntarily participate in the WVRVC.

Attachments

IGA

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
THE WEST VALLEY REGIONAL VETERANS COURT PARTICIPATING MUNICIPALITIES**

This Intergovernmental Agreement ("Agreement") is made and entered into this 10th day of April, 2023, by and between the Cities of Glendale, Arizona and Goodyear, Arizona. Participating municipal courts will be referred to individually in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties are authorized and empowered to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 and 11-952 and their respective city charters or such other governing authority.

B. Pursuant to A.R.S. § 22-601, the presiding judge of the superior court in each county may establish a Veterans Court to adjudicate cases filed in a justice court or a municipal court in the county.

C. On December 8, 2022, the Presiding Judge of the Maricopa County Superior Court issued Administrative Order No. 2022-158, which established the West Valley Regional Veterans Treatment Court ("WVRVC") for the municipal courts in the West Valley of Maricopa County, including Glendale, Avondale, Buckeye, El Mirage, Goodyear, Litchfield Park, Peoria, Surprise, Tolleson, Wickenburg and Youngtown Municipal Court and other municipal courts as set forth in Administrative Order No. 2022-158, and provided that each municipal court would establish its own eligibility criteria for referral to the Veterans Court.

D. Prior to the issuance of Administrative Order No. 2022-158, Glendale had operated its own Veterans Court. As of the effective date of this Agreement, pursuant to the direction of the Administrative Order, the presiding judges of the participating municipal courts of the WVRVC agreed to hold dockets, in-person and/or virtually, at the Glendale City Court, located at 5711 W. Glendale Avenue, Glendale, Arizona 85301.

E. Pursuant to A.R.S. § 22-602 and the Administrative Orders, any judicial officer qualified to hear cases in any of the participating municipal courts shall have the authority to adjudicate a case referred to the WVRVC.

F. Glendale employs judges and judges *pro tempore* who are qualified to hear cases in Glendale Municipal Court ("Glendale Judges").

G. Glendale has received grant funding to assist in the startup and operation of the WVRVC from 10/2021 – 9/2025.

H. The Parties desire to establish the terms and conditions by which Parties will work together on the WVRVC, including how Parties will proportionately share costs for the wages of designated court staff and operating costs based on the volume of cases referred to the WVRVC.

NOW, THEREFORE, in consideration of the covenants and promises contained in this agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1.0 Recitals. The foregoing recitals are incorporated into this Agreement.

2.0 Purpose. The Parties desire to work cooperatively on and share costs of the WVRVC, using Glendale's City Court location, the full-time Coordinator, and Court Services Specialist to support the WVRVC an average of twenty (20) hours a week.

3.0 Additional Agencies.

3.1 The Presiding Judge of the Maricopa County Superior Court may issue future Administrative Orders authorizing additional municipal courts to participate in the WVRVC. Upon issuance of said Administrative Order, that court may be invited to and become a Party to this Agreement after approval by the majority of the then-existing Presiding Judges (or designee) from the then-existing Parties and compliance with the provisions of A.R.S. §§11-951 *et seq.* Such approval shall be documented by sending a letter of invitation to the Party wishing to join along with a copy to all existing members.

3.2 A public agency approved by the Presiding Judges (or designees) in accordance with Subsection 3.1, shall become a Party to this Agreement as of the date that the Agreement is adopted by its governing body and properly executed by it.

3.3 Each Party shall provide a copy of its fully executed Agreement to every other Party.

4.0 Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on April 10, 2023, and ending on April 9, 2024 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to three (3) successive one-year terms (each, a "Renewal Term") upon mutual written agreement by the presiding judge of each Party and filed with the Parties' City Clerks. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

5.0 General Operation of the WVRVC. The Parties acknowledge that:

5.1 Location of Court. The presiding judges of the participating municipal courts of the WVRVC have agreed to hold dockets of cases referred to the WVRVC at the Glendale City Court.

5.2 Referral. Participating municipal courts may refer cases to the WVRVC for adjudication, as determined by their respective established eligibility criteria.

5.3 Scheduling. The Coordinator will consult with the Parties and organize the days that each participating municipal court's referred cases will be adjudicated at the WVRVC.

5.4 Administration. Court administration for each participating court will establish its own case referral process, determine how its cases will be handled in the case management system, and establish how fines, fees, surcharges, and any other costs will be allocated.

5.5 Jurisdiction. The originating court will retain jurisdiction of any case referred to the WVRVC.

6.0 Cost Sharing. Parties shall be charged a flat fee per case referred to the WVRVC from their jurisdiction. The flat fee is based on the average projected cost per case. The average costs per case is calculated by dividing the projected total costs by the projected volume as determined by the previous Fiscal Year's total cases. The flat fee will include the costs associated with the WVRVC Coordinator, and a Court Services Specialist, and court operating expenses and will be offset by the applicable grant funding amount.

6.1 Reimbursement Payments. Glendale shall bill Parties quarterly for the preceding quarter. Payments are due to Glendale WVRVC within thirty (30) days of receipt of invoice. An audit will be completed at the end of the fiscal year to ensure accuracies of actual costs and actual cases will be compared to the projected costs and any difference will either be invoiced or credited to the appropriate Party.

7.0 WVRVC Staff. Glendale has employed the Coordinator and the Court Services Specialist to assist in the operation of the WVRVC. The Coordinator position has been partially grant funded since the establishment of the WVRVC in FY2022-2023 with decreasing funding each subsequent grant year through FY2024-2025. Municipalities participating in the WVRVC program will share in the funding of costs not otherwise covered by a grant. The Parties acknowledge that the staff will be working under the jurisdiction and control of Glendale.

7.1 Duties. The Coordinator shall establish the priority of cases to be heard in the WVRVC, handle the scheduling of cases, coordinate with the clerks of each participating court, and coordinate with the U.S. Department of Veterans Affairs for the provision of treatment services to eligible veterans in the WVRVC. The Court Services Specialist shall perform administrative duties as assigned and necessary for the operation of the WVRVC.

7.2 Change in Employment. If the Coordinator will no longer be employed by Glendale and Glendale determines not to reassign the Coordinator's duties to another Glendale employee or contractor, Glendale shall provide Parties with as much notice as possible so the Parties can determine how such duties will be handled.

8.0 Court Costs. Glendale shall pay for any other costs incurred in operating the WVRVC, including without limitation, utilities in the Glendale City Court, office supplies, and parking, but excluding any costs incurred by any Party in using Glendale's network connection, which costs are the responsibility of that Party.

9.0 Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings, related to, arising from or out of, or resulting from any acts, errors,

mistakes, omissions or negligent, reckless, or intentional actions caused in whole or in part by the other Party relating to work or services in the performance of this Agreement, including, but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Party's or its subcontractor's employees.

- 9.1 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this Section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

10.0 Insurance Coverage. Each Party will obtain such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of the Party, their employees and agents, during the time that the respective Party is performing acts pursuant to this Agreement. The minimum amount of such coverage shall be in the amount of \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit, and any of the Parties may be self-insured.

- 10.1 Workers' Compensation. Glendale's staff, including the Coordinator, the Court Services Specialist and other Glendale employees assisting with the WVRVC shall be considered "employees" of Glendale and not of any other jurisdiction (no joint employer). Employees of other participating jurisdictions assisting with the WVRVC shall not be considered "employees" of Glendale. Accordingly, such employees of one Party shall not be entitled to employee benefits normally provided to bona fide employees of another Party. Nothing in this Agreement or its performance, except as provided in A.R.S. § 23-1022(D) and described below, shall be construed to result in any person being the officer, agent, employee, or servant of either Party when such person, absent this Agreement and the performance thereof, would not in law have such status. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

11.0 Termination; Cancellation.

- 11.1 Termination. Any Party shall have the right to terminate its participation in this Agreement, with or without cause, upon giving the other Parties not less than 30 days' notice, in writing, of intent to terminate. Any such termination shall be signed by the Party's Contract Administrator, as applicable. Notice of intent to terminate shall be given as provided in Section 12.0 below. Following termination of participation by one or more Parties, this Agreement shall remain in full effect with respect to the remaining Parties; provided, however, if Glendale terminates this Agreement, the Agreement terminates as to all Parties.
- 11.2 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, any Party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of any Party is, at any time while the Agreement is in effect, an employee of any other Party in any capacity, or a consultant to any other Party with respect to the subject matter of the

Agreement. The cancellation shall be effective when written notice is received by the other Parties to the Agreement unless the notice specifies a later time.

11.3 Disposition of Property Upon Termination. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

12.0 Notices. Any notice required or permitted to be given pursuant to this Agreement, unless otherwise expressly provided herein, shall be given in writing, either personally to the authorized representatives of the other Parties, or by United States Postal Service certified mail, return receipt requested, as shown below or to such other street address(es) as may be designated by the respective Parties in writing from time to time. The notice shall be deemed complete when received by the person receiving it or, when certified mail is used, five days from the date of mailing, whichever occurs first. If a copy of the notice is also given to a Party's counsel or other recipient, the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

Glendale: Presiding Judge
Glendale City Court
5711 West Glendale Avenue
Glendale Arizona 85301

Goodyear Presiding Judge
14455 W. Van Buren St, Ste B101
Goodyear, AZ 85338

13.0 Miscellaneous.

13.1 Invalid Provisions. In the event any term, condition, covenant, stipulation, agreement or provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision herein contained.

13.2 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

13.3 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court, sitting without jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

13.4 No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement.

- 13.5 Entire Agreement. While separate reimbursement arrangements may exist between individual Parties, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the WVRVC.
- 13.6 Further Assurances. The Parties agree to do such further acts and things and to execute and deliver such additional Agreements and instruments as any Party may reasonably require to consummate, evidence, confirm or carry out the Agreement contained herein.
- 13.7 Contract Administrator. The Court Administrator for each participating court shall be the Contract Administrator unless the Presiding Judge designates otherwise. The Contract Administrator will be responsible for administering the terms of this Agreement for that Party and will be the primary contact between the other Parties. The Contract Administrator shall be designated by the effective date of this Agreement and noticed in a separate writing between the parties. If no Contract Administrator is separately designated, the Presiding Judge for the jurisdiction will be considered the Contract Administrator.
- 13.8 Law Governing; Venue. This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.
- 13.9 Non-Assignability. This Agreement is not assignable by any Party.
- 13.10 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.
- 13.11 Arizona Legal Workers Act. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). A Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and a non-breaching Party may terminate this Agreement. The Parties retain the legal right to inspect the papers of the other Parties to ensure that each Party is complying with the above-mentioned warranty under this Agreement.
- 13.12 Availability of Funds. This subsection will control despite any provision of this Agreement or any exhibit or other agreement or document related to this Agreement. The provisions of this Agreement for payment of funds or the incurring of expenses by the Parties shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement and each Party shall keep the other Parties fully informed as to the availability of funds for this Agreement. The obligation of each Party to make any payment pursuant to this Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or

indebtedness of such Party. If the governing body of any Party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year as to such party and such Party shall be relieved of any subsequent obligation under this Agreement. The Agreement will remain in full effect for the remaining Parties to the Agreement; provided, however, if Glendale terminates this Agreement, the Agreement terminates as to all Parties.

- 13.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

[Signatures on following pages.]

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

CITY OF GLENDALE, an Arizona
municipal corporation

ATTEST:

Jerry Weiers
Mayor

Julie K. Bower
City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that he has reviewed the above Agreement on behalf of Glendale; and, 2) that, as to Glendale only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Michael D. Bailey
Glendale City Attorney

CITY OF GOODYEAR, an Arizona municipal
corporation

Joe Pizzillo
Mayor

ATTEST:

Darcie McCracken
City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges:
1) that she has reviewed the above Agreement on behalf of Goodyear; and, 2) that, as to Goodyear
only, has determined that this Agreement is in proper form and is within the powers and authority
granted under the laws of the State of Arizona.

Roric Massey
Goodyear City Attorney