City Council Regular Meeting

City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395
Monday, August 28, 2023
5:00 PM
AMENDED 8/24/2023

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

Monday, August 28, 2023 5:00 p.m. Meeting Agenda

Amended on 8/24/2023 to add Executive Session Item #19.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY VICE MAYOR KAINO

COMMUNICATIONS

1. **RECOGNITION OF POLICE OFFICER AND TELECOMMUNICATION OPERATORS** (Santiago Rodriguez, Chief of Police)

APPOINTMENTS

2. **APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES**
   RECOMMENDATION
   Approve the appointments to the Youth Commission. (Darcie McCracken, City Clerk)

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

3. **APPROVAL OF MINUTES**
   RECOMMENDATION
   Approve the draft minutes from the July 10, 2023 Regular Meeting and the June 26, 2023 Amended Regular Minutes. (Darcie McCracken, City Clerk)

4. **AGREEMENT BETWEEN CITY OF GOODYEAR AND ROOSEVELT IRRIGATION IMPROVEMENT DISTRICT (RID) TO RELOCATE RID WELL NO. 33 AND PROVIDE A REPLACEMENT WELLSITE**
   RECOMMENDATION
   Approve agreement with Roosevelt Irrigation Improvement District (RID) allowing for the relocation of RID Well No. 33. (Mario Saldamando, Senior Project Manager)

5. **FINAL PLAT OF SILVA TRAILS AT WEST GOODYEAR PHASE II**
   RECOMMENDATION

Conditionally approve the Final Plat of Silva Trails at West Goodyear Phase II, subdividing approximately 54 acres into 262 lots and 23 tracts subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

6. **INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN STATE OF ARIZONA AND CITY OF GOODYEAR PROVIDING ARIZONA STATE PRISON COMPLEX AT PERRYVILLE WITH OPERATIONS, MAINTENANCE, AND CAPITAL IMPROVEMENTS**

RECOMMENDATION

Approve the Intergovernmental Agreement (IGA) between State of Arizona and City of Goodyear providing Arizona State Prison Complex at Perryville Prison with operations, maintenance, and capital improvements for their grinder station and authorizing associated budget amendments. (Barbara Chappell, Water Services Director)

7. **INTERGOVERNMENTAL AGREEMENTS (IGA) WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 FOR SCHOOL RESOURCE OFFICER SERVICES**

RECOMMENDATION

Authorize the City Manager or designee to execute the Intergovernmental Agreement (IGA) between Agua Fria Union High School District No. 216 (District) and City of Goodyear to provide SRO services to the District at Desert Edge High School and Millennium High School. (Santiago Rodriguez, Chief of Police)

8. **PARTICIPATION IN DRUG ENFORCEMENT AGENCY (DEA) EQUITABLE SHARING AGREEMENT AND ANNUAL CERTIFICATION AFFIDAVIT**

RECOMMENDATION

Approve Drug Enforcement Agency (DEA) Task Force Agreement and Annual Certification Affidavit. (Santiago Rodriguez, Chief of Police)

9. **FOREIGN TRADE ZONE POLICY OF CITY OF GOODYEAR DATED AUGUST 28, 2023**

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2339 APPROVING THE FOREIGN TRADE ZONE (FTZ) POLICY OF THE CITY OF GOODYEAR DATED AUGUST 28, 2023; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT INTENT OF THE RESOLUTION; LIMITING APPLICATION OF TAX POLICY TO FUTURE FTZ SITES; AND PROVIDING FOR AN EFFECTIVE DATE. (Sarah Chilton, Deputy City Attorney)

10. **DEDICATION OF RIGHT-OF-WAY FOR ROADWAY IMPROVEMENTS ON WEST LOWER BUCKEYE AT ESTRELLA PARKWAY AND WOOD BOULEVARD**

RECOMMENDATION

Authorize the acceptance and execution of a Special Warranty Deed from Goodyear BP North Owner, LLC conveying right-of-way needed for roadway improvements as required by the City of Goodyear for the Revolve at Ballpark Village Development. (Kevin Spicer, Real Estate Specialist)

11. **AMEND CHAPTER 13, ARTICLE 13-3, SECTION 19 (VEHICLE IMMOBILIZATION AND IMPOUND REQUIREMENTS)**

RECOMMENDATION

ADOPT ORDINANCE NO. 2023-1586 AMENDING CHAPTER 13 (TRAFFIC) SECTION 13-3-19 OF GOODYEAR CITY CODE RELATED TO VEHICLE IMMOBILIZATION AND IMPOUND REQUIREMENTS; PROVIDING FOR CORRECTIONS, SEVERABILITY, PENALTIES, AND AN EFFECTIVE DATE. (Anthony Polse, Assistant City Attorney)

12. **AMEND CHAPTER 11 ARTICLE 11-1 (OFFENSES) OF GOODYEAR CITY CODE**

RECOMMENDATION

ADOPT ORDINANCE NO. 2023-1585 AMENDING CHAPTER 11, ARTICLE 11-1 (OFFENSES) OF GOODYEAR CITY CODE; PROVIDING FOR CORRECTIONS, SEVERABILITY, PENALTIES, AND AN EFFECTIVE DATE. (Anthony Polse, Assistant City Attorney)

PUBLIC HEARINGS

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

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

13. **REZONE THE SOUTHEAST CORNER OF BULLARD AVENUE AND VAN BUREN STREET TO I-1 (LIGHT INDUSTRIAL)**

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2334 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2023-1581 REZONING APPROXIMATELY 17 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF BULLARD AVENUE AND VAN BUREN STREET FROM C-2 (GENERAL COMMERCIAL) TO I-1 (LIGHT INDUSTRIAL).

2. ADOPT ORDINANCE NO. 2023-1581 CONDITIONALLY REZONING APPROXIMATELY 17 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF BULLARD AVENUE AND VAN BUREN STREET FROM C-2 (GENERAL COMMERCIAL) TO I-1 (LIGHT INDUSTRIAL); AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING

FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Karen Craver, Principal Planner)

14. **ANNEXATION OF THE HALF-STREET OF CITRUS ROAD FROM VAN BUREN STREET TO HARRISON STREET**

RECOMMENDATION

ADOPT ORDINANCE 2023-1587 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 3.268 ACRES OF PROPERTY ALONG THE EAST HALF OF THE CITRUS ROAD ALIGNMENT BETWEEN VAN BUREN STREET AND HARRISON STREET, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, AND PROVIDING A CITY ZONING DESIGNATION OF AU AGRICULTURAL URBAN; PROVIDING DIRECTIONS AND AN EFFECTIVE DATE. (Christian M. Williams, AICP, Principal Planner)

15. **REZONE APPROXIMATELY 109.93 GROSS ACRES LOCATED AT THE NORTHEAST CORNER OF PERRYVILLE ROAD AND LILAC STREET**

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2292 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2023-1571 RELATED TO THE REZONING CASE FOR – AMBER MEADOWS AT WEST GOODYEAR.

2. ADOPT ORDINANCE NO. 2023-1571 CONDITIONALLY REZONING APPROXIMATELY 109.93 GROSS ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF PERRYVILLE ROAD AND LILAC STREET TO BE KNOWN AS AMBER MEADOWS AT WEST GOODYEAR; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, AICP, Principal Planner)

INFORMATION ITEMS

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

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

- Report from the City Manager

  This may include updates from events, staff summary, update of legislative issues, clarification on items being requested by City Council and Manager's update on Council Related Matters.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

09/11/2023	Council Meeting	5:00 p.m.

EXECUTIVE SESSION

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

16. Pursuant to A.R.S. §38-431.03(A)(3) & (4): Discussion and consultation with the City Attorney for legal advice and to consider its position and instruct its attorneys regarding the City's position regarding contracts that are the subject of negotiations related to the possible development agreement regarding King Ranch.

17. 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 development agreements for the Hello Fresh project.

18. Pursuant to A.R.S. § 38-431.03(A)(1) & (3): for legal advice and for discussion and consideration of employment, assignment, and appointment, of the position of Presiding Judge.

19. Pursuant to A.R.S. 38-431.03(A)(3): Consultation with the City's Attorneys and City Manager to receive legal advice related to regulatory matters associated with wastewater capacity at the City's water reclamation facilities.

ADJOURNMENT OF EXECUTIVE SESSION

RECONVENE 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 amended and posted on 08/24/2023 at 12:15 p.m. by CF.

ITEM #: 1.
DATE: 08/28/2023
AI #:1626

CITY COUNCIL COMMUNICATION

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

SUBJECT:

RECOGNITION OF POLICE OFFICER AND TELECOMMUNICATION OPERATORS (Santiago Rodriguez, Chief of Police)

Attachments

Recognition Images


POLICE DEPARTMENT GOODYEAR
IN RECOGNITION OF
Trainer of the Year
2023
SHARRON JAGGER


POLICE
DEPARTMENT GOODYEAR POLICE DEPARTMENT GOODYEAR
Supervisor of the Year
2023
Cynthia Hudson


POLICE DEPARTMENT GOODYEAR POLICE DEPARTMENT GOODYEAR POLICE DEPARTMENT
IN RECOGNITION OF
Team of the Year
2023
Christopher Virgo


madd
Officer Kory Miyazato

ITEM #: 2.
DATE: 08/28/2023
AI #:1638

CITY COUNCIL ACTION REPORT

SUBJECT: APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Consider the recommendations for the Youth Commission appointments.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the appointments to the Youth Commission. (Darcie McCracken, City Clerk)

FISCAL IMPACT

There is no direct fiscal impact associated with the appointments.

BACKGROUND AND PREVIOUS ACTIONS

The City Council Subcommittee: Boards, Commissions and Committees met on June 7, 2023 and directed staff to interview Youth Commission applicants that were not able to be previously interviewed.

Staff' recommends the following appointments:

NAME	BEGINS	EXPIRES
Sophia Bobadilla	August 29, 2023	June 30, 2025
Aleksander Piatek	August 29, 2023	June 30, 2025

ITEM #: 3.
DATE: 08/28/2023
AI #:1174

APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the draft minutes from the July 10, 2023 Regular Meeting and the June 26, 2023 Amended Regular Minutes. (Darcie McCracken, City Clerk)

Attachments

July 10, 2023 Regular Meeting Draft Minutes

June 26, 2023 Amended Minutes

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

Monday, July 10, 2023	Immediately following the CFD Meeting	Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:04 p.m.

ROLL CALL

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

Absent: **Councilmember Bill Stipp**

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

MOTION BY Councilmember Brannon Hampton, **SECONDED BY Councilmember Vicki Gillis to EXCUSE Councilmember Stipp. The motion carried as follows:**

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

Passed - Unanimously

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR PIZZILLO

COMMUNICATIONS

1. **IMAGINE THIS PLACE PUBLIC ART UNVEILING**
(Layne Ruiz, Arts & Culture Coordinator)

Arts and Culture Coordinator Layne Ruiz provided an overview and played a video explaining the new art installed along Bullard Wash. Council thanked everyone involved in the endeavor.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Loisteen Walker, a Goodyear resident, complimented the city on a beautiful building. She then spoke about traffic lights along Estrella Parkway in Estrella Mountain Ranch. She specifically asked if there could be speed bumps on Hillside.

Cristina Junge, a Goodyear resident, spoke about selling out to big companies for money. She added that the money used for the new building could have been used for the veterans.

CONSENT

MOTION BY Councilmember Wally Campbell, **SECONDED BY Vice Mayor Laura Kaino to APPROVE Consent Agenda Items 2 through 8. The motion carried as follows:**

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

Passed - Unanimously

2. **APPROVAL OF MINUTES**
Approve the draft minutes from the June 26, 2023 Regular and Special Meetings. (Darcie McCracken, City Clerk)

3. **FEDERAL ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT**

RECOMMENDATION
ADOPT RESOLUTION NO. 2023-2328 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FUNDS TO THE FEDERAL DEPARTMENT OF ENERGY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET AMENDMENT (IF GRANT FUNDS ARE AWARDED). (Sumeet Mohan, Director of Public Works)

4. **WATER INFRASTRUCTURE FINANCE AUTHORITY (WIFA) WATER CONSERVATION FUND GRANT (WCFG) APPLICATION**

RECOMMENDATION
ADOPT RESOLUTION NO. 2023-2327 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2023-2024 WATER CONSERVATION GRANT FUND (WCGF) TO WATER INFRASTRUCTURE FINANCE AUTHORITY (WIFA) AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Barbara Chappell, Water Services Director)

5. **REQUEST FOR 90-DAY EXTENSION FOR APPROVAL OF THE FINAL PLAT FOR LA PRIVADA PARCELS 3 & 7 PHASE 1**

RECOMMENDATION
Approve a 90-day extension of the approval of the Final Plat for La Privada Parcels 3 & 7 Phase 1 approved on January 23, 2023, subject to compliance with the Stipulations set forth in the council action report approving the final plat, which extension shall commence on July 21, 2023, the date of the current approval expiration. (Marty Crossland, Deputy Director of Development Engineering)

6. **DEDICATION OF RIGHT OF WAY FOR TRAFFIC SIGNAL INSTALLATION AT HILLSIDE DRIVE AND ESTRELLA PARKWAY**

RECOMMENDATION
Authorize the acceptance and execution of a Special Warranty Deed from Estrella North LLC conveying right-of-way needed for the installation of a traffic signal at the intersection of Hillside Drive and Estrella Parkway. (Kevin Spicer, Real Estate Specialist)

7. **UNDERGROUND DRAINAGE EASEMENT FOR FLOOD CONTROL PURPOSES TO THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**

RECOMMENDATION
Approve and execute the Underground Drainage Easement for Flood Control purposes. (Kimberly Romero, Real Estate Coordinator)

8. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY TO SHARE THE COST OF A WORKFORCE DEVELOPMENT COORDINATOR TO BE LOCATED IN GOODYEAR**

RECOMMENDATION
Authorize the Mayor or designee to enter into an IGA with Maricopa County and approve required budget amendments to share the cost of a Workforce Development Coordinator (WDC) to be located in Goodyear. (Christina Panaitescu, Grants and Neighborhood Services Supervisor)

PUBLIC HEARINGS

9. **USE PERMIT FOR A MINI-STORAGE FACILITY LOCATED AT SOUTHWEST WEST CORNER OF WILLIS ROAD AND RAINBOW VALLEY ROAD**
(Mini-storage facility located at the southwest corner of W Willis Road and W Mountain Vista Drive)

Mayor Pizzillo continued the hearing that was opened on June 26, 2023.

Planner Guadalupe Ortiz Cortez introduced the Use Permit for a storage facility request and provided the history of the zoning and uses permitted within the planned area development (PAD). She included details of the location of the facility in reference to the residential neighborhood and confirmed the neighborhood participation requirements were met. She added that the Planning and Zoning Commission recommended Council approval with staff-suggested stipulations to address concerns discussed during the neighborhood meeting.

Steve Johnston, a Goodyear resident, opposed the proposal, stating concern with the process used to calculate noise projections.

Mike Durda, a Goodyear resident, supported the proposal, recognizing the architectural design and the 50% reduction in the height of the building, as well as the reduced traffic expected with a storage facility.

Jeff Redman, a Goodyear resident, opposed the proposal, stating concern with the communication process outside 500', the potential for crime, and illegal activity.

Ryan Gustafson, a Goodyear resident, read a statement on behalf of Neal Wilson opposing the proposal, stating concern with a lack of safety and environmental risk.

The clerk noted three additional cards opposing the propsal.

Mayor Pizzillo closed the public hearing at 5:54 p.m.

Councilmembers noted support for the type of development in the area and the applicants' willingness to address the neighborhood concerns by reducing the height of the building, reducing the lumens for the lighting, and increasing landscaping while noting disappointment with the lack of recreational vehicle storage and design of the structure.

EAPC Architects Michelle Bach, representing the applicant, presented information showing landscaping plans to buffer sound and visual esthetics, security cameras and key card gate and unit accesses, and how on and off-site noise analysis was completed.

Council inquired about safety precautions and noise analysis.

In response to Council questions regarding fire concerns, Fire Chief Luizzi gave an overview of the annual inspections, the fire suppression system requirements, and the capability of the fire department to handle any issues with the facility. Additionally, Police Chief Rodriguez stated he had no concern about an increase in crime due to the facility and the capability of the police department to handle any criminal activity.

Council inquired if the zoning had been changed in 2022, to which Development Services Director Katie Wilken confirmed the zoning for commercial use has not had any changes since 2008.

MOTION BY Councilmember Vicki Gillis, **SECONDED BY Councilmember Sheri Lauritano to APPROVE a Use Permit request for a storage facility on approximately 9.12 acres located within portions of Lots 9.32, 9.37 and 9.38 of the Montecito Land Use Map, within the 2022 Regulatory Standards Booklet adopted by Ordinance No. 2022-1544 as reflected in the Preliminary Site Plan (the "Property") subject to stipulations. The motion carried as follows:**

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

NAY: **Councilmember Sheri Lauritano**

Passed

10. **USE PERMIT FOR A CONVENENIENCE USE (QUIKTRIP AT YUMA AND 173RD) (Use permit for a convenience use – QuikTrip Convenience Store with a Gas Station)**

Mayor Pizzillo continued the public hearing that was opened on June 26, 2023.

Planner Guadalupe Ortiz Cortez presented the Use Permit request for a Convenience Use QuikTrip convenience store and gas station near 173rd Avenue and Yuma Road. The presentation included a zoning history, development size, accesses, and the amenities within the neighborhood and confirmation that all neighborhood participation requirements were met. She also reported that the Planning and Zoning Commission and staff recommended approval with stipulations.

Daniel Chambers, a representative of QuikTrip Corporation, thanked the staff for working so well with the corporation throughout the process.

Having no additional speakers, Mayor Pizzillo closed the public hearing at 6:40 p.m.

Councilmembers spoke in favor of the design and proposal, noting the need for this type of business in the area.

MOTION BY Vice Mayor Laura Kaino, **SECONDED BY Councilmember Brannon Hampton to APPRVOVE a use permit request for a convenience use (QuikTrip convenience store with a gas station) on an approximately 3-acre property zoned Planned Area Development with C-2 General Commercial designation located at southeast corner of 173rd Avenue and Yuma Road legally described in the Preliminary Site Plan for QuikTrip Store #0403 (the "Property") subject to stipulations. The motion carried as follows:**

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

Passed - Unanimously

11. **USE PERMIT FOR A HOSPITAL (ABRAZO LITCHFIELD MEDICAL BUILDING)**

Mayor Pizzillo opened the public hearing at 6:45. p.m.

Planner Guadalupe Ortiz Cortez presented the Use Permit request for a hospital facility with overnight care. The presentation included a zoning history, development size, accesses, and the amenities within the neighborhood. She included the Planning and Zoning Commission and staff recommendations for approval with stipulations.

PMB Executive Vice-President Jake Dinnen introduced himself and explained the design for this type of facility is better to serve the needs of the community and medical professionals, keeping care local.

There being no speakers, Mayor Pizzillo closed the public hearing at 6:52 p.m.

Councilmembers spoke in favor of the facility and requested clarification regarding increased foot traffic between the medical facilities and the type of services offered.

Mr. Dinnen confirmed the new parking structures are for staff and loading and will not affect patients or other pedestrians and that the facility is a rehabilitation facility. He also confirmed the plan to add another footpath between the hospital and the facility.

MOTION BY Councilmember Brannon Hampton, **SECONDED BY Councilmember Wally Campbell to APPROVE a Use Permit request for the development of an approximate 46,300 square-foot hospital facility on an approximately 2.75-acre parcel, zoned PAD (Planned Area Development) with C-2 (General Commercial) underlying zoning and located at 1375 North Litchfield Road (the "Property") subject to stipulations. The motion carried as follows:**

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

Passed - Unanimously

12. **SPECIAL USE PERMIT FOR A MINI-STORAGE FACILITY (ABERNATHEY HOLDINGS MINI-STORAGE)**

Mayor Pizzillo opened the public hearing at 7:03 p.m.

Planner Guadalupe Ortiz Cortez introduced the request for a Use Permit for a storage facility and provided the history of the zoning and uses permitted within the planned area development (PAD). She included details of the location of the facility in reference to the residential and commercial neighborhood and confirmed the neighborhood participation requirements were met. The Planning and Zoning Commission recommends Council approval with stipulations.

There being no speakers, Mayor Pizzillo closed the public hearing at 7:12 p.m.

Councilmembers spoke in favor of the project.

MOTION BY Councilmember Sheri Lauritano, **SECONDED BY Councilmember Vicki Gillis to APPROVE a Special Use Permit request for a mini-storage facility on Lot 8 of the Final Plat of Palm Valley Phase II Commerce Park recorded on February 13, 2007 in the official records of Maricopa County at Book 900 of Maps Page 33 (Instrument 2007-0178682) ("the Property") subject to stipulations. The motion carried as follows:**

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

Passed - Unanimously

13. **REZONE PROPERTY SOUTH OF THE SOUTHWEST CORNER OF LITCHFIELD ROAD AND LOWER BUCKEYE ROAD TO PAD OVERLAY FOR STREAM DATA CENTER CAMPUS**

Mayor Pizzillo opened the public hearing at 7:18 p.m.

Planning Manager Steve Careccia presented a request to rezone the property for stream data centers and provided a history of the zoning, location, and neighborhood. He included the applicant's request for an increase above the 50' maximum height requirement. All notice procedures were followed, and the Planning and Zoning

Commission and staff recommended approval.

Attorney Andrew Yancey with Bergin, Frakes, Smalley & Oberholtzer, PLLC, was present representing the applicant. He reiterated the request is very limited, asking to have additional screening for the rooftop cooling system and a minor increase in the height of the building.

There being no speakers, Mayor Pizzillo closed the public hearing at 7:27 p.m.

Councilmembers spoke in favor of the request.

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Vicki Gillis to ADOPT RESOLUTION NO. 2023-2219 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2023-1574 RELATED TO THE REZONING CASE FOR STREAM DATA CENTERS. The motion carried as follows:

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

Passed - Unanimously

MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Sheri Lauritano to ADOPT ORDINANCE NO. 2023-1574 CONDITIONALLY REZONING APPROXIMATELY 104 ACRES OF LAND LOCATED SOUTH OF THE SOUTHWEST CORNER OF LITCHFIELD ROAD AND LOWER BUCKEYE ROAD FROM I-1 (LIGHT INDUSTRIAL) TO I-1 (LIGHT INDUSTRIAL) WITH A PLANNED AREA DEVELOPMENT (PAD) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The motion carried as follows:

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

Passed - Unanimously

14. **PUBLIC HEARING TO ANNEX HALF-STREET OF CITRUS ROAD FROM VAN BUREN STREET TO HARRISON STREET**

Mayor Pizzillo opened the public hearing at 7:30 p.m.

Principal Planner Christian Williams introduced the request to initiate the annexation of a portion of city-owned property along Citrus Road between Van Buren and Harrison Streets, noting the use is for a Citrus Road extension and access to the fire station in the area.

There being no speakers, Mayor Pizzillo closed the public hearing at 7:32 p.m.

MOTION BY Councilmember Vicki Gillis, **SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO. 2023-2321 AUTHORIZING EXECUTION OF ANNEXATION PETITION REQUESTING ANNEXATION OF CITY OWNED PROPERTY WITHIN CITRUS ROAD ALIGNMENT WITHIN CITY LIMITS OF THE CITY OF GOODYEAR AND PROVIDING EFFECTIVE DATE. The motion carried as follows:**

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

Passed - Unanimously

EXECUTIVE SESSION

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

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 the possible development agreement regarding King Ranch.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Vice Mayor Laura Kaino to CONVENE an Executive Session. The motion carried as follows:**

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

Passed - Unanimously

Council moved into Executive Session at 7:34 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 7:58 p.m.

RECONVENE THE REGULAR MEETING

Mayor Pizzillo reconvened the Regular Meeting at 7:58 p.m.

CONTINUATION OF BUSINESS

16. **DEVELOPMENT AGREEMENT FOR KING RANCH**

MOTION BY Councilmember Vicki Gillis, **SECONDED BY Councilmember Wally Campbell to TABLE this item. The motion carried as follows:**

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

Passed - Unanimously

INFORMATION ITEMS

There were no information items.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

August 28, 2023	Council Meeting	5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 7:59 p.m.

_____ _____

Darcie McCracken, City Clerk Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on July 10, 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

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

Monday, June 26, 2023 **Meeting Minutes**

Immediately following the Joint Community Facilities District
Minutes Amended July 31, 2023 -
Update vote on Item #18

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:04 p.m.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER HAMPTON

COMMUNICATIONS

1. **POLICE CHIEF SANTIAGO RODRIGUEZ WILL PRESENT A TOKEN OF GRATITUDE TO SERGEANT SEAN CLARKE FOR HIS 29 YEARS OF SERVICE TO THE CITY OF GOODYEAR**

Chief Santiago Rodriguez presented a plaque to Sgt. Sean Clarke and reviewed his service with Goodyear and in law enforcement. Council thanked Sgt. Clarke for his service to the community.

APPOINTMENTS

2. **APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES**

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

City Clerk Darcie McCracken called up the members of the Youth Commission and swore them in. She explained to the audience the process the commissioners went through to be appointed.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Vice Mayor Laura Kaino to APPROVE the recommended appointments and re-appointments to the Boards, Commissions and Committees. The motion carried as follows:**

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

Passed - Unanimously

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Jennifer Barber, a Goodyear resident, spoke about the process to select members to the Planning and Zoning Commission. She asked that the process move to a merit system and remove names and addresses from the applications.

CONSENT

MOTION BY Councilmember Wally Campbell, **SECONDED BY Councilmember Sheri Lauritano to APPROVE Consent Agenda items 3 through 14. The motion carried as follows:**

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

Passed - Unanimously

3. **APPROVAL OF MINUTES**
Approve the draft minutes from Special Meetings held June 9, 2023 and June 12, 2023 (2) and the Regular Meeting held June 12, 2023. (Darcie McCracken, City Clerk)

4. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR ROCK N ROLL SUSHI**

RECOMMENDATION
Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 245845, a request by Andrea Dahlman Lewkowitz, agent for Rock N Roll Sushi for a new series 12 liquor license. Rock N Roll Sushi is located at 15611 W McDowell Rd., Ste 110, Goodyear, AZ 85395. (Darcie McCracken, City Clerk)

5. **FY2023-2024 COMMUNITY FUNDING RECOMMENDATIONS**

RECOMMENDATION
Approve the recommended allocations for FY2023-2024 Community Funding. (Christina Panaitescu, Grants & Neighborhood Services Supervisor)

6. **SET THE PRIMARY AND SECONDARY PROPERTY TAX LEVIES FOR FY2024**

RECOMMENDATION
ADOPT ORDINANCE NO. 2023-1573 LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOUS EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2024 AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Ryan Bittle, Finance Manager - Budget)

7. **LIBRARY ASSISTANCE PROGRAM IGA WITH MARICOPA COUNTY LIBRARY**

RECOMMENDATION
Approve an Intergovernmental Agreement with the Maricopa County Library District for acceptance of Library Assistance Program funds for the Georgia T. Lord Library. The IGA will cover the period of July 1, 2023, through June 30, 2028. (Guylene Ozlanski, Arts & Culture Administrator)

8. **AUTHORIZATION OF EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CAPITAL IMPROVEMENT (CIP) PROJECT #42023 - BULLARD AVENUE WIDENING**

RECOMMENDATION
Authorize the expenditure of funds for the Bullard Avenue Widening project in an amount not to exceed $1,333,837.50. (Allan Smolko, Senior Project Manager)

9. **DECLARATION OF RIGHT-OF-WAY WITHIN A SECTION OF SOUTH 173RD AVENUE**

RECOMMENDATION
ADOPT RESOLUTION NO. 2023-2325 DECLARING AS PUBLIC RIGHT-OF-WAY CITY-OWNED PROPERTY LOCATED WITHIN A SECTION OF THE SOUTH 173rd AVENUE ALIGNMENT; REQUIRING RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE . (Kevin Spicer, Real Estate Services Specialist)

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

RECOMMENDATION
Approve budget amendments & related expenditure authority. (Ryan Bittle, Finance Manager)

11. **APPROVE EXPENDITURE UP TO $1,177,500 FOR CLEVELAND GUARDIANS COMPLEX IMPROVEMENTS**

RECOMMENDATION
Approve expenditure of $1,177,500 for Cleveland Guardians Complex improvements. (Bruce Kessman, Deputy Director Ballpark)

12. **GRANT OF AN ACCESS EASEMENT OVER CITY PROPERTY AT THE INTERSECTION OF W. KENDALL STREET AND SOUTH 173RD AVENUE**

RECOMMENDATION
Approve the Artesian Casitas Access Easement between 29SC Cotton Property owner, LLC and the City of Goodyear granting an Easement over a portion of city owned property at the intersection of W. Kendall Street and South 173rd Avenue. (Kevin Spicer, RWA-GN, Real Estate Specialist)

13. **RE-PLAT OF ARTESIAN CASITAS AT WEST GOODYEAR**

RECOMMENDATION
Approve the Re-Plat of Artesian Casitas at West Goodyear subdividing approximately 39 acres at the southeast corner of Lower Buckeye Road and 173rd Avenue (the “Property’) into two (2) and dedicating public streets and easements, subject to stipulations. (Marty Crossland, Deputy Director of Engineering Development)

14. **FOURTH AMENDMENT TO THE INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT 10-11**

RECOMMENDATION
ADOPT RESOLUTION NO. 2023-2323 APPROVING THE FOURTH AMENDMENT TO THE INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT 10-11; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT; PROVIDING AUTHORIZATION FOR FUTURE ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (Sarah Chilton, Deputy City Attorney and Andy Granger, Deputy City Manager)

PUBLIC HEARINGS

15. **USE PERMIT FOR A CONVENIENCE USE (QUICKTRIP AT YUMA AND 173RD)**

Mayor Pizzillo opened the public hearing at 5:30 p.m.

Mayor Pizzillo continued the public hearing to the July 10, 2023 Council Meeting.

16. **USE PERMIT FOR A SELF STORAGE FACILITY AT WILLIS AND RAINBOW VALLEY ROAD**

Mayor Pizzillo opened the public hearing at 5:30 p.m.

Mayor Pizzillo continued the hearing to the July 10, 2023 Council meeting.

17. **DEVELOPMENT IMPACT FEE AUDIT**

Mayor Pizzillo opened the public hearing at 5:30 p.m.

Deputy Finance Director Jared Askelson spoke about the biennial certified audit of the city's land use assumptions, infrastructure improvements plan, and development fees for the period July 1, 2020 through June 30, 2022. He added that the process includes reviewing the progress of the improvements plan, the collection and expenditure of development impact fees for each project in the plan, evaluating any inequities in implementing the plan or imposing the development impact, confirming that the one percent excess construction sales tax collected was applied to the appropriate impact fee funds and that the annual report met all statutory requirements. He added that this was considered a clean audit and did not require any modifications.

As there were no speakers, the public hearing was closed at 5:32 p.m.

MOTION BY Vice Mayor Laura Kaino, **SECONDED BY Councilmember Bill Stipp to ACCEPT the Development Impact Fee Audit. The motion carried as follows:**

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

Passed - Unanimously

18. **USE PERMIT FOR A CONVENIENCE USE AT THE SOUTHEAST CORNER OF SARIVAL AND YUMA, WITHIN PUEBLO VERDE COMMERCIAL**

Mayor Pizzillo opened the public hearing at 5:33 p.m.

Principal Planner Christian Williams introduced the request for a convenience use for a drive-through McDonald's restaurant and provided a summary of the site for the Pueblo Verde Development. He also provided the Council with the steps taken for community outreach, support, and opposition received and the subsequent stipulations included with the request.

Applicant representative Paul Gilbert presented the actions taken in good faith to address the neighborhood concerns and requested the Council approve the proposed convenience use.

Mayor Pizzillo recognized community members who wished to speak.

Ashley Leavell, a Goodyear resident, asked the Council to vote against convenience use due to traffic concerns.

Ray and Kori Cowan, a Goodyear resident, noted their appreciation for the applicants' willingness to work with homeowners. They asked the Council to vote against the convenience use due to safety, traffic, noise, the proximity of the drive-through and their backyard, and property values.

Alan Stark, a Goodyear resident, asked the Council to vote against the convenience use, citing traffic and traffic flow, noise, and pollution concerns. He also asked the Council to compare the current convenience use proposal and the previous carwash convenience use proposal the Council denied.

Mayor Pizzillo closed the public hearing at 6:02 p.m.

Council inquired about the proximity of the residential home to the drive-through, what the alternatives to the McDonald's with drive-through could be, and recognized the community's concerns. They confirmed the ingress and egress design was approved before the current proposed use application was submitted and the location of barriers and berms being implemented to mitigate the community concerns. How vehicles would queue when using the drive-through was also clarified.

The Council continued noting the increased development in recent months, reminded the community the only item under review was the drive-through portion of the restaurant, and thanked the applicants for agreeing to adhere to the stipulations to address the concerns.

MOTION BY Councilmember Brannon Hampton, **SECONDED BY Councilmember Wally Campbell to APPROVE the Use Permit for a convenience use for a drive-through restaurant on an approximately 1.28-acre portion legally described in that certain document titled Site Plan for McDonald's (the "Property") of a larger 3.16-acre property zoned Planned Area Development (PAD) with an underlying zoning of C-1 (Neighborhood Commercial) located at the southeast corner of Sarival Avenue and Yuma Road, within the Pueblo Verde PAD, subject to stipulations. The motion carried as follows:**

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

NAY: **Councilmember Bill Stipp**, **Councilmember Vicki Gillis**

Passed

19. **USE PERMIT FOR A CONVENIENCE USE (CIRCLE K CONVENIENCE STORE WITH A GAS STATION)**

Mayor Pizzillo reported that the applicant had pulled their application so this item would no longer be heard.

BUSINESS

20. **ADOPTION OF RESOLUTION AND BY-LAWS FOR ESTABLISHMENT OF CITIZEN WATER ADVISORY COMMITTEE**

Water Services Director Barbara Chappell reviewed the request to establish the Citizen Water Advisory Committee and spoke about half the initial appointees will have a 3-year term to allow for staggered terms moving forward. Ms. Chappell reviewed the timeline with recruitment and selection occurring July through September, selection in October with the first meeting taking place in November.

MOTION BY Councilmember Vicki Gillis, **SECONDED BY Councilmember Bill Stipp to ADOPT RESOLUTION NO. 2023-2312 ESTABLISHING A CITIZEN WATER ADVISORY COMMITTEE; ADOPTING BY-LAWS FOR THE CITIZEN WATER ADVISORY COMMITTEE; AUTHORIZING STAFF TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND BY-LAWS; AND ESTABLISHING AN EFFECTIVE DATE. The motion carried as follows:**

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

Passed - Unanimously

INFORMATION ITEMS

City Manager Wynette Reed reported that approximately 3,500 people attended the Farmers Market held on Sunday, June 25, with about $87,000 being generated by the vendors. The next Farmers Market will be held on Sunday, July 30.

Ms. Reed added that city offices would be closed on July 4, but the ballpark will host the Star Spangled Fourth at Goodyear Ballpark. The event is free, and gates open at 6 p.m. with live music, bounce houses, food trucks, and a 20-minute firework show. Overflow for the event will be at the Goodyear Recreation Campus, with more food trucks and a direct view of the fireworks.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

July 10, 2023	Council Meeting	5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:57 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 June 26, 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 #: 4.
DATE: 08/28/2023
AI #:1088

CITY COUNCIL ACTION REPORT

SUBJECT: AGREEMENT BETWEEN CITY OF GOODYEAR AND ROOSEVELT IRRIGATION IMPROVEMENT DISTRICT (RID) TO RELOCATE RID WELL NO. 33 AND PROVIDE A REPLACEMENT WELLSITE

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

OTHER PRESENTER(S):

Jay Karlovich, Assistant City Attorney

SUMMARY

The action before the Council is to approve an agreement with Roosevelt Irrigation Improvement District (RID) to relocate RID Well No. 33 and provide a replacement wellsite, allowing for the construction of Fire Station 188 and required offsite development.

RECOMMENDATION

Approve agreement with Roosevelt Irrigation Improvement District (RID) allowing for the relocation of RID Well No. 33. (Mario Saldamando, Senior Project Manager)

FISCAL IMPACT

The City will pay RID up to $2,095,737 to transfer the responsibility and liability to RID for the relocation of their Well No. 33. The City will provide RID a replacement well site for the well's new location. CORE Construction, the Design-Build contractor for Fire Station 188 (Project #30007), will refund $1,850,469 to the city for the cost of relocating this well. The balance of $244,531 will be funded by the project's contingency. No additional funding is required for this agreement.

Upon Execution of the agreement $1,930,000 will be paid to RID for the complete cost of design and construction of the replacement well. Up to $165,737 will be paid to RID for lost revenue incurred while the well is offline. Lost Revenue is based upon a daily loss of $477.63 for up to 347 days.

BACKGROUND AND PREVIOUS ACTIONS

On July 19, 2021, Council approved the expenditure for a contract to the Design-Build team of Core construction and Perlman Architects of Arizona for the design and pre-construction of Fire Station 188.

On August 29, 2022, Council approved the expenditure authority for construction and other costs for Fire Station 188. The action included the Guaranteed Maximum Price from Core Construction for the whole project (#30007), including relocation of the RID well.

STAFF ANALYSIS

Fire Station 188 is located within a section of an existing city-owned 8.62-acre parcel in West Goodyear. The parcel includes two easements granted to RID for the construction and maintenance of wells, pumps, and machinery. Construction of the fire station consist of offsite development including the development of road improvements, however the existing well and easement conflicts with the construction of these necessary offsite improvements.

The contract with Core includes the costs to abandon the existing well and drill a replacement well in the northern portion of the parcel. There are several risks associated with drilling a new irrigation well, including uncertainties related to geologic, hydrologic, and inflationary market conditions.

Both the City and RID have discussed the terms and conditions for a replacement well. RID has agreed to drill the replacement well for an amount not to exceed $2,095,000.

Core construction will deduct from its contract the costs associated with relocating and drilling a new well, in an amount of $1,850,469. The remaining funds, in an amount of $244,531, will be used from the project contingencies. No additional funding is required for this agreement.

Attachments

Agreement
Exhibits

ROOSEVELT IRRIGATION DISTRICT AND CITY OF GOODYEAR AGREEMENT FOR THE RELOCATION OF RID WELL NO. 33

THIS ROOSEVELT IRRIGATION DISTRICT AND CITY OF GOODYEAR AGREEMENT FOR THE RELOCATION OF RID WELL NO. 33 ("Agreement") is entered into and effective as of the "Agreement Date" defined below, by and between the Roosevelt Irrigation District, an Arizona municipal corporation ("RID") and the City of Goodyear, an Arizona municipal corporation ("City"). RID or the City may be referred to as a "Party" to this Agreement, or RID and the City may be referred to collectively as the "Parties" to this Agreement.

RECITALS:

WHEREAS, RID owns the "Existing RID Well No. 33," the "Existing RID Well No. 33 Easement," and the "Existing RID Blanket Easement," all as defined in Article II, Section 2.1; and

WHEREAS, the City owns the "Goodyear Fire Station 188 Property" as defined in Article II, Section 2.1; and

WHEREAS, the location of the Existing RID Well No. 33 at the northeast corner of N. Citrus Road and W. Harrison Road intersection will be displaced by the City's planned improvements to N. Citrus Road and W. Harrison Road and the development of the Goodyear Fire Station 188 Property; and

WHEREAS, RID and the City desire to enter into this Agreement to provide for:

1) The City's fee conveyance to RID (subject to the "City Repurchase Right," as defined in Article II, Section 2.1) of the "New Replacement RID Well No. 33 Wellsite," as defined in Article II, Section 2.1;

2) The City's conveyance to RID of the "Non-Exclusive Access Drive and Underground Utility Easement," as defined in Article II, Section 2.1;

3) The City's replacement of the RID concrete open ditch (generally along the Goodyear Fire Station 188 Property's Citrus Road frontage) with a "New Thirty-Six Inch (36") Concrete Lateral Water Pipe Extension" as defined in Article II, Section 2.1 (from the Existing RID Well No. 33 to the remaining RID concrete open ditch section near the northwest corner of the Goodyear Fire Station 188 Property);

4) The City's construction of a "New Twenty-Four Inch (24") Concrete Well Discharge Line and Appurtenances" as defined in Article II, Section 2.1 (extending from the New Replacement RID Well No. 33 Wellsite to the New Thirty-Six Inch (36") Concrete Lateral Water Pipe Extension);

5) RID's design and construction of New Replacement RID Well No. 33, as defined in Article II, Section 2.1;

6) RID's legal abandonment/sealing of the "Existing RID Well No. 33";

7) RID's Termination and Release of the recorded Existing RID Well No. 33 Easement;

8) RID's Partial Release and Restatement of Easement over the Goodyear Fire Station 188 Property;

9) RID's construction of a "Block Screening Wall and Screened Gate," as defined in Article II, Section 2.1, around the New Replacement RID Well No. 33 Wellsite following RID's design, construction, drilling, and development of the New Replacement RID Well No. 33 within the New Replacement RID Well No. 33 Wellsite; and

10) The City's One Million Nine Hundred Thirty Thousand Dollars ($1,930,000) payment to RID, and other incidental payments between the Parties.

WHEREAS, RID has received bids, selected a contractor and intends to begin design and construction of the New Replacement RID Well No. 33 promptly upon execution of this Agreement, conveyance of the New Replacement Well No. 33 Wellsite to RID and the payment of One Million Nine Hundred Thirty Thousand Dollars ($1,930,000) from the City to RID.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto do covenant and agree as follows:

ARTICLE I

THE AGREEMENT/RECITALS

Section 1.1. **Purpose**. The purpose of this Agreement is to memorialize the covenants and agreements between RID and the City for the relocation of the Existing RID Well No. 33.

Section 1.2. **Term**. The term of this Agreement shall commence on the Agreement Date and shall continue until the Parties have completed their obligations pursuant to this Agreement.

Section 1.3. **Recitals**. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II

DEFINITIONS

Section 2.1. **Definitions**. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

(a) Agreement: This agreement to memorialize the covenants and agreements between RID and the City for the relocation of the Existing RID Well No. 33.

(b) Agreement Date: The date that the last Party to this Agreement executes this Agreement.

(c) Block Screening Wall and Screened Gate: The block screening wall to be constructed around the New Replacement RID Well No. 33 Wellsite with a screened gate facing the Non-Exclusive Access Drive and Underground Utility Easement following RID's design, construction, drilling, and development of the New Replacement RID Well No. 33 within the New Replacement RID Well No. 33 Wellsite.

(d) City: City of Goodyear, an Arizona municipal corporation.

(e) City Repurchase Right: The City shall have the right to repurchase the New Replacement RID Well No. 33 Wellsite subject to all of the following conditions: (i) RID determines that the New Replacement RID Well No. 33 Wellsite is no longer needed for RID purposes; and (ii) the City pays RID the then-appraised value of the New Replacement RID Well No. 33 Wellsite. Upon satisfaction of these conditions RID shall deliver a quit claim deed to the City for such property.

(f) Existing RID Blanket Easement: The easement dated October 16, 1926, and recorded on June 15, 1929, in the Office of the Maricopa County Recorder at Book 39 of Miscellaneous Records, page 169.

(g) Existing RID Well No. 33: The existing RID well located within the Existing RID Well No. 33 Easement.

(h) Existing RID Well No. 33 Easement: The easement dated May 30, 1972, and recorded on June 8, 1972, in the Office of the Maricopa County Recorder at Book 9487, page 31.

(i) Goodyear Fire Station 188 Property: The 8.338 acre parcel of real property generally located at the northeast corner of N. Citrus Road and W. Harrison Road, and legally described in **Exhibit No. 1**, attached hereto and made a part hereof.

(j) New Replacement RID Well No. 33: The new replacement well that will be designed, constructed, drilled and developed by RID on the New Replacement RID Well No. 33 Wellsite.

(k) New Replacement RID Well No. 33 Wellsite: The new wellsite to be conveyed by the City in fee to RID by special warranty deed and subject to the City Repurchase Right. Said special warranty deed form, subject to the City Repurchase Right, including the legal description of the New Replacement Well No. 33 Wellsite is attached hereto as **Exhibit No. 2**, and made a part hereof. The New Replacement RID Well No. 33 Wellsite is generally located upon the northern portion of the Goodyear Fire Station 188 Property and is depicted in **Exhibit No. 3**, attached hereto and made a part hereof.

(l) New Thirty-Six Inch (36") Concrete Lateral Water Pipe Extension: The new thirty-six inch (36") concrete lateral water pipe extending from the Existing RID Well No. 33 to the remaining RID concrete open ditch section located in the northwest corner of the Goodyear Fire Station 188 Property as depicted on the construction plan sheets attached hereto as **Exhibit No. 4**, and made a part hereof. The City agrees to provide RID with the City's construction plans for the New Thirty-Six Inch (36") Concrete Lateral Water Pipe Extension upon a request for said plan from RID.

(m) New Twenty-Four Inch (24") Concrete Well Discharge Line and Appurtenances: The new twenty-four inch (24") concrete well discharge line and appurtenances extending from the New Replacement RID Well No. 33 Wellsite to the New Thirty-Six Inch (36") Concrete Lateral Water Pipe Extension as depicted on the construction plan sheets attached hereto as **Exhibit No. 5**, and made a part hereof. The City agrees to provide RID with the City's construction plans for the New Twenty-Four Inch (24") Concrete Well Discharge Line and Appurtenances upon a request for said plan from RID.

(n) Non-Exclusive Access Drive and Underground Utility Easement: The non-exclusive access drive and underground utility easement to be conveyed by the City to RID to provide the right of ingress and egress to and from N. Citrus Road right-of-way to and from the New Replacement RID Well No. 33 Wellsite together with the right for RID to construct, reconstruct, and maintain underground waterlines and other underground utilities to and from N. Citrus Road right-of-way to and from the New Replacement RID Well No. 33 Wellsite as needed for the operation of the New Replacement RID Well No. 33 Wellsite. This Non-Exclusive Access Drive and Underground Utility Easement is included in the special warranty deed form attached hereto as **Exhibit No. 2**.

(o) RID: Roosevelt Irrigation District, an Arizona municipal corporation.

(p) Partial Release and Restatement of Easement: The document to be recorded for the partial termination and release of that portion of the recorded Existing RID Blanket Easement encumbering the Goodyear Fire Station 188 Property, the form of which is attached hereto as **Exhibit No. 6**, and made a part hereof.

(q) Termination and Release of the recorded Existing RID Well No. 33 Easement: The document to be recorded for the termination and release of the recorded Existing RID Well No. 33 Easement, the form of which is attached hereto as **Exhibit No. 7**, and made a part hereof.

ARTICLE III

COVENANTS AND AGREEMENTS

Section 3.1. Covenants and Agreements of City. The City covenants and agrees with RID that:

(a) Conveyance of the New Replacement RID Well No. 33 Wellsite: The City agrees to deliver to RID the New Replacement RID Well No. 33 Wellsite special warranty deed shown in **Exhibit No. 2** in an executed and recordable format as soon as possible following the execution of this Agreement by the City and by RID.

(b) Construction of the New Thirty-Six Inch (36") Concrete Lateral Water Pipe Extension: The City agrees to construct, at the City's expense, the new thirty-six inch (36") concrete lateral water pipe extending from the Existing RID Well No. 33 to the remaining RID concrete open ditch north of the Goodyear Fire Station 188 Property in accordance with the construction plan sheets attached hereto as **Exhibit No. 4** and the Participation Agreement Letter attached hereto as **Exhibit No. 8**. The City estimates and warrants that the construction of the New Thirty-Six Inch (36") Concrete Lateral Water Pipe Extension shall be substantially completed on or before July 1, 2023.

(c) Construction of the New Twenty-Four Inch (24") Concrete Well Discharge Line and Appurtenances: The City agrees to construct, at the City's expense, the new twenty-four inch (24") concrete well discharge line and appurtenances extending from the New Replacement RID Well No. 33 Wellsite to the New Thirty-Six Inch (36") Concrete Lateral Water Pipe Extension in accordance with the construction plan sheets attached hereto as **Exhibit No. 5**. The City estimates and warrants that the construction of the New Twenty-Four Inch (24") Concrete Well Discharge Line and Appurtenances shall be substantially completed within three (3) months following RID's design, construction, drilling, and development of the New Replacement RID Well No. 33 within the New Replacement RID Well No. 33 Wellsite.

(d) City Recording of the Termination and Release of the recorded Existing RID Well No. 33 Easement: After Existing Well No. 33 is legally abandoned/sealed, the City agrees to record the Termination and Release of the recorded Existing RID Well No. 33 Easement received from RID at the City's expense.

(e) City Recording of the Partial Release and Restatement of Easement: After Existing Well No. 33 is legally abandoned/sealed, the City agrees to record the Partial Release and Restatement of Easement received from RID at the City's expense.

(f) City Payments to RID:

1) The City agrees to pay RID the amount of One Million Nine Hundred Thirty Thousand Dollars ($1,930,000) by delivering a check for said amount to

RID as soon as possible following the execution of this Agreement by the City and by RID; and

2) The City agrees to pay RID for lost water sales between the time the Existing RID Well No. 33 is legally abandoned and the time the New Replacement RID Well No. 33 is completed and operational, as follows:

(i) Sixty-One Dollars ($61.00) per acre foot;

(ii) Multiplied by 7.83 acre feet per day;

(iii) Up to a maximum of 347 days and a maximum cost to the City of $165,737.

Section 3.2. **Covenants and Agreements of RID**. RID covenants and agrees with the City that:

(a) RID Recording of the New Replacement RID Well No. 33 Wellsite Special Warranty Deed: RID agrees to record the New Replacement RID Well No. 33 Wellsite special warranty deed received from the City at RID's expense.

(b) Well Schedule: Promptly after the execution of this Agreement, conveyance of the New Replacement RID Well No. 33 Wellsite to RID and payment of One Million Nine Hundred Thirty Thousand Dollars ($1,930,000) from the City to RID, RID will enter into a contract with a third party for the design and construction of the New Replacement RID Well No. 33 at RID's expense. Within 30 days of the execution of such third-party contract, RID will provide the City with an estimated construction schedule for the New Replacement RID Well No. 33, and will reasonably pursue completion of the well. RID also agrees to provide the City with a copy of the permit issued by the Arizona Department of Water Services that RID receives for the New Replacement RID Well No. 33 within 30 days of RID's receipt of said permit.

(c) RID Ownership and Maintenance of the New Thirty-Six Inch (36") Concrete Lateral Water Pipe Extension: RID agrees that after City's completion of the construction of the New Thirty-Six Inch (36") Concrete Lateral Water Pipe Extension and after the expiration of the City's construction contractor warranties; then, the RID shall own the New Thirty-Six Inch (36") Concrete Lateral Water Pipe Extension improvements and RID shall be responsible for the operation and maintenance costs of said improvements.

(d) RID Ownership and Maintenance of the New Twenty-Four Inch (24") Concrete Well Discharge Line and Appurtenances: RID agrees that after City's completion of the construction of the New Twenty-Four Inch (24") Concrete Well Discharge Line and Appurtenances and after the expiration of the City's construction contractor warranties; then, the RID shall own the New Twenty-Four Inch (24") Concrete Well Discharge Line and Appurtenances improvements and RID shall be responsible for the operation and maintenance costs of said improvements.

(e) Legal Abandonment/Sealing of the Existing RID Well No. 33: RID agrees to legally abandon/seal the Existing RID Well No. 33, at RID's expense, as required by law on or before October 1, 2023, so the City can proceed with its N. Citrus Road improvement project and the full development of the Goodyear Fire Station 188 Property. Following the execution of this Agreement by the City and by RID, RID agrees to work with the City and allow the City reasonable access to the Existing RID Well No. 33 site so the City can cut back the existing fence and begin its N. Citrus Road and Goodyear Fire Station 188 Property construction planning activities without affecting the normal operation of the Existing RID Well No. 33.

(f) RID Delivery of an Executed and Recordable Copy of the Termination and Release of the recorded Existing RID Well No. 33 Easement: After Existing RID Well No. 33 is legally abandoned/sealed, RID agrees to deliver to the City the Termination and Release of the recorded Existing RID Well No. 33 Easement in an executed and recordable format within thirty (30) days after the abandonment/sealing of the Existing RID Well.

(g) RID Delivery of an Executed and Recordable Copy of the Partial Release and Restatement of Easement: After Existing RID Well No. 33 is legally abandoned/sealed, RID agrees to deliver to the City the Partial Release and Restatement of Easement in an executed and recordable format within thirty (30) days after the abandonment/sealing of the Existing RID Well.

(h) RID Construction of a Block Screening Wall and Screened Gate around the New Replacement RID Well No. 33 Wellsite: RID agrees to construct at RID's expense, in accordance with the construction plans attached hereto as **Exhibit No. 9** and made a part hereof, a block screening wall around the New Replacement RID Well No. 33 Wellsite with a screened gate facing the Non-Exclusive Access Drive and Underground Utility Easement at RID's expense within six (6) months following RID's design, construction, drilling, and development of the New Replacement RID Well No. 33 within the New Replacement RID Well No. 33 Wellsite.

ARTICLE IV

DEFAULT AND REMEDIES UPON DEFAULT

Section 4.1. Default. If a Party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other Party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a thirty- (30) day cure period within which the specified default or defaults must be cured. If the nature of the cure is such that it cannot be completed within the thirty- (30) day period, the cure shall be commenced within the thirty- (30) day cure period and diligently pursued to completion. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

Section 4.2. **No Remedy Exclusive**. No remedy herein conferred upon or reserved to a Party to this Agreement shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.3. **Attorneys' Fees, Costs and Expenses**. The prevailing Party shall be reimbursed by the other Party for all attorney fees and all costs and expenses, including but not limited to all service of process, filing fees, court and court report costs, investigative costs, and expert witness fees which are incurred in any legal proceeding whatsoever arising out of this Agreement.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. **Notices**. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to City:	City of Goodyear Attn: City Manager 1900 North Civic Square Goodyear, AZ 85395
If to RID:	Roosevelt Irrigation District Attn: Board President 103 West Baseline Road Buckeye, AZ 85326

or to such other address as the Party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third (3rd) day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a Party.

Section 5.2. **Nonassignability**. Neither RID nor the City shall assign any interest in this Agreement nor shall either Party transfer any interest in the same without the prior written consent of the other Party.

Section 5.3. **Binding Effect**. This Agreement is entered into, and the benefits and burdens hereof, are binding upon and inure to the benefit and the burden of the Parties hereto and their respective successors, heirs, personal representatives, and permitted assigns.

Section 5.4. **Severability**. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.5. **Amendments, Changes and Modifications**. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by RID and the City.

Section 5.6. **Counterparts**. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.7. **Entire Agreement**. This Agreement shall constitute the entire agreement between the Parties and shall supersede all prior oral or written negotiations.

Section 5.8. **Governing Law**. This Agreement shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles. Any action arising out of this Agreement shall be commenced and maintained in Maricopa County Superior Court, State of Arizona.

Section 5.9. **Cautions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 5.10. **Cancellation.** This Agreement is subject to cancellation pursuant to A.R.S. §38-511.

Section 5.11. **Insurance.**

(b) Minimum Scope and Limits of Insurance. RID and the City agree to require their "Contractors" who perform work or provide labor, services, and materials for the construction of improvements upon the Goodyear Fire Station 188 Property or upon RID easement areas pursuant to the terms of this Agreement to obtain and maintain in full force and effect all of the following minimum scope of insurance coverages described below with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc. rating of not less than A- or above and a category rating of not less than "VIII" with policies and forms satisfactory to RID and/or the City. Use of alternative insurers requires prior written approval from RID and/or the City.

(c) Commercial General Liability. Commercial General Liability insurance with a limit of not less than $1,000,000, for each occurrence and $2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products/completed operations, contractual covering, personal injury/bodily injury, property damage, but not limited to, the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the

indemnification obligations of indemnification required by this Agreement. A general liability insurance policy may not be written on a "claims made" basis. These limits may be met through a combination of primary and excess liability coverage.

(d) Automobile Liability. Commercial and Business Automobile Liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than $1,000,000, combined single limits, per occurrence for bodily injury and property damage. Coverage will be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.

(e) Workers' Compensation. Workers' Compensation as required by State and federal law statutes having jurisdiction over its employees engaged in the performance of any Services herein. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against RID and/or the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for RID and/or the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(f) Endorsements/Certificates of Insurance. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following requirements described below:

(i) Additional Insureds. "RID and/or the City and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of, or related to, activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."

(ii) Primacy of Coverage. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of insurer's liability. Contractor's policy shall be primary and noncontributory.

(iii) Certificates of Insurance. Contractor shall provide RID and/or the City with certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by RID and/or the City, prior to performing any activities or services under this Agreement.

(iv) No Representation of Coverage Adequacy. The insurance requirements herein are *minimum requirements.* RID and City in no way warrants that the minimum requirements are sufficient to protect Contractor from liabilities

that might arise out of the performance of the work, and the Contractor is free to purchase additional insurance. Any insurance coverage carried by RID or the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Agreement.

(v) Nonwaiver. RID and the City reserves the right to review any and all insurance policies and/or an endorsement required by this Agreement, but has no obligation to do so. Failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement. Any failure of Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to RID and/or the City, its officers, officials, agents, employees and volunteers.

(vi) Notice of Cancellation. Each certificate for each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage by endorsement to limits lower than those required by this Agreement, except after prior written consent from RID and/or the City. Notice will be sent as required herein.

(vii) Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect RID and/or the City.

(Signatures and Acknowledgements on the following pages)

IN WITNESS WHEREOF, RID and the City have caused this Agreement to be executed by its duly authorized representatives.

ROOSEVELT IRRIGATION DISTRICT,
an Arizona municipal corporation

By_____
W. Bruce Heiden

Its: Board President

CITY OF GOODYEAR,
an Arizona municipal corporation

By_____
Wynette Reed

Its: City Manager

Attest:

_____
Darcie McCracken, City Clerk

Approved as to Form:

_____
Roric Massey, City Attorney

Exhibit No. 1

Legal Description of the Goodyear Fire Station 188 Property

Exhibit No. 2

New Replacement RID Well No. 33 Wellsite Special Warranty Deed (with City Repurchase Right) Form

Exhibit No. 3

Depiction of the New Replacement RID Well No. 33 Wellsite

Exhibit No. 4

Construction Plan Sheets Depicting
the New Thirty-Six Inch (36”) Concrete Lateral Water Pipe Extension City Extension

Exhibit No. 5

Construction Plan Sheets Depicting
the New Twenty-Four Inch (24”) Concrete Well Discharge Line and Appurtenances

Exhibit No. 6

Partial Release and Restatement of Easement

Exhibit No. 7

Termination and Release of the recorded Existing RID Well No. 33 Easement

Exhibit No. 8

Participation Agreement Letter

Exhibit No. 9

Construction Plans on Block Screening Wall and Screened Gate around the New Replacement RID Well No. 33 Wellsite

EXHIBIT “1”

EXHIBIT 1

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE WEST HALF OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA:

LEGEND

- BRASS CAP FLUSH
- BRASS CAP IN HANDHOLE
- CONTROL POINT
- FOUND 5/8" REBAR
- ELECTRICAL PULL BOX
- ELECTRICAL TRANSFORMER
- TRAFFIC SIGNAL PULL BOX
- FIBER VAULT
- GAS VALVE
- LIGHT POST
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- WATER MANHOLE
- SANITARY SEWER MANHOLE
- SIGN

- PROPERTY LINE
- PROPERTY LINE (OTHER)
- RIGHT-OF-WAY LINE
- MONUMENT LINE
- CENTERLINE
- EASEMENT LINE
- CHAIN LINK FENCE
- U/G ELECTRIC LINE
- SANITARY SEWER LINE
- WATER LINE
- OVERHEAD ELECTRIC

P.O.B. POINT OF BEGINNING

LEGAL DESCRIPTION (TITLE REPORT)

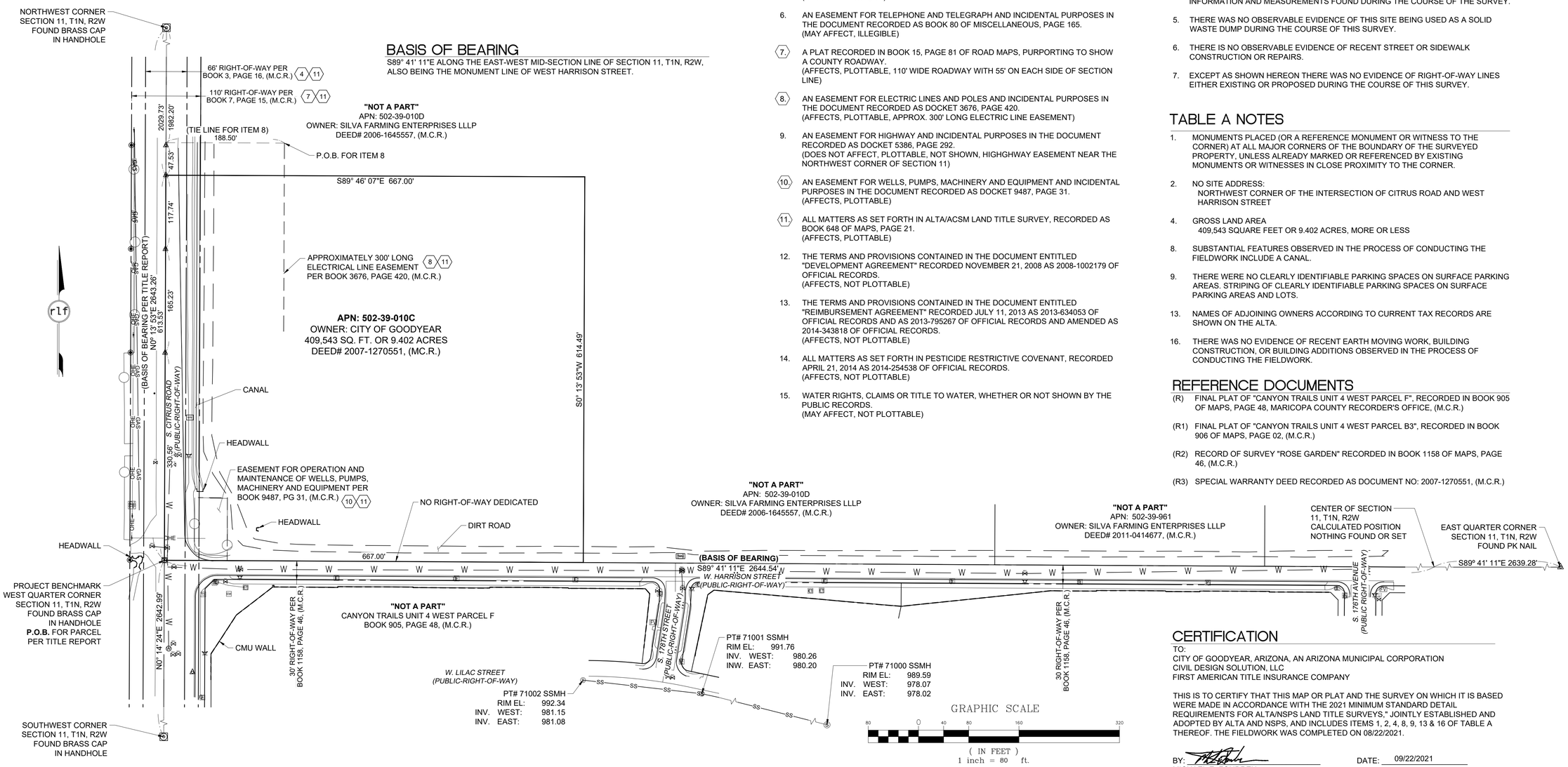
THAT PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 11, MONUMENTED WITH A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 11, MONUMENTED WITH A BRASS CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 2643.24 FEET;
THENCE NORTH 00 DEGREES 13 MINUTES 52 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 613.50 FEET;
THENCE SOUTH 89 DEGREES 46 MINUTES 08 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 667.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 667.00 FEET EAST,
AS MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11;
THENCE SOUTH 00 DEGREES 13 MINUTES 52 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 614.49 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;
THENCE NORTH 89 DEGREES 41 MINUTES 04 SECONDS WEST, DEPARTING SAID PARALLEL LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 667.00 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING

S89° 41' 11"E ALONG THE EAST-WEST MID-SECTION LINE OF SECTION 11, T1N, R2W, ALSO BEING THE MONUMENT LINE OF WEST HARRISON STREET.

TITLE REPORT SCHEDULE "B" ITEMS

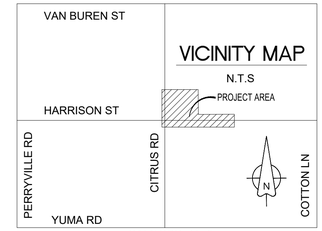
1. THE PROPERTY WAS EXEMPT FROM PROPERTY TAXES FOR THE YEAR 2020. (NOT A SURVEY MATTER)
2. TAXES FOR THE FULL YEAR OF 2021. (THE FIRST HALF IS DUE OCTOBER 1, 2021 AND IS DELINQUENT NOVEMBER 1, 2021. THE SECOND HALF IS DUE MARCH 1, 2022 AND IS DELINQUENT MAY 1, 2022.) (NOT A SURVEY MATTER)
3. ANY CHARGE UPON SAID LAND BY REASON OF ITS INCLUSION IN ROOSEVELT IRRIGATION DISTRICT. (MAY AFFECT, NOT PLOTTABLE)
4. A PLAT RECORDED IN BOOK 3, PAGE 16 OF ROAD MAPS, PURPORTING TO SHOW A COUNTY ROADWAY. (AFFECTS, PLOTTABLE, 66' WIDE COUNTY ROAD)
5. AN EASEMENT FOR CANALS, LATERALS SAID DITCHES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 39 OF MISCELLANEOUS, PAGE 169. (BLANKET IN NATURE)
6. AN EASEMENT FOR TELEPHONE AND TELEGRAPH AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 80 OF MISCELLANEOUS, PAGE 165. (MAY AFFECT, ILLEGIBLE)
7. A PLAT RECORDED IN BOOK 15, PAGE 81 OF ROAD MAPS, PURPORTING TO SHOW A COUNTY ROADWAY. (AFFECTS, PLOTTABLE, 110' WIDE ROADWAY WITH 55' ON EACH SIDE OF SECTION LINE)
8. AN EASEMENT FOR ELECTRIC LINES AND POLES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 3676, PAGE 420. (AFFECTS, PLOTTABLE, APPROX. 300' LONG ELECTRIC LINE EASEMENT)
9. AN EASEMENT FOR HIGHWAY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 5386, PAGE 292. (DOES NOT AFFECT, PLOTTABLE, NOT SHOWN, HIGHGHWAY EASEMENT NEAR THE NORTHWEST CORNER OF SECTION 11)
10. AN EASEMENT FOR WELLS, PUMPS, MACHINERY AND EQUIPMENT AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 9487, PAGE 31. (AFFECTS, PLOTTABLE)
11. ALL MATTERS AS SET FORTH IN ALTA/ACSM LAND TITLE SURVEY, RECORDED AS BOOK 648 OF MAPS, PAGE 21. (AFFECTS, PLOTTABLE)
12. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT" RECORDED NOVEMBER 21, 2008 AS 2008-1002179 OF OFFICIAL RECORDS. (AFFECTS, NOT PLOTTABLE)
13. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "REIMBURSEMENT AGREEMENT" RECORDED JULY 11, 2013 AS 2013-634053 OF OFFICIAL RECORDS AND AS 2013-795267 OF OFFICIAL RECORDS AND AMENDED AS 2014-343818 OF OFFICIAL RECORDS. (AFFECTS, NOT PLOTTABLE)
14. ALL MATTERS AS SET FORTH IN PESTICIDE RESTRICTIVE COVENANT, RECORDED APRIL 21, 2014 AS 2014-254538 OF OFFICIAL RECORDS. (AFFECTS, NOT PLOTTABLE)
15. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. (MAY AFFECT, NOT PLOTTABLE)



GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.



VICINITY MAP
N.T.S.

GENERAL NOTES

1. GLOBAL POSITIONING SATELLITE (G.P.S.) INSTRUMENTATION WAS USED DURING THE COURSE OF THE FIELD SURVEY. ALL DISTANCES REFERENCED HEREON HAVE BEEN CALCULATED TO GROUND DISTANCES USING A COMBINED SCALE FACTOR OF 1.000112843.
2. MEASUREMENTS SHOWN HEREON FALL WITHIN ACCEPTABLE TOLERANCES AS DEFINED BY THE ARIZONA MINIMUM BOUNDARY STANDARDS UNLESS OTHERWISE NOTED.
3. DISTANCES AND BEARINGS ARE MEASURED VALUES UNLESS NOTED OTHERWISE.
4. THE DESCRIPTION OF PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON, REPRESENT THAT INFORMATION PROVIDED IN COMMITMENT FOR TITLE INSURANCE ORDER NO. NCS-1084022-PHX1, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED AUGUST 23, 2021 AT 7:30 A.M. ANY INFORMATION SHOWN WHICH MAY VARY FROM THE CONTENTS OF THE REPORT(S) NOTED ABOVE, REPRESENTS INFORMATION AND MEASUREMENTS FOUND DURING THE COURSE OF THE SURVEY.
5. THERE WAS NO OBSERVABLE EVIDENCE OF THIS SITE BEING USED AS A SOLID WASTE DUMP DURING THE COURSE OF THIS SURVEY.
6. THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
7. EXCEPT AS SHOWN HEREON THERE WAS NO EVIDENCE OF RIGHT-OF-WAY LINES EITHER EXISTING OR PROPOSED DURING THE COURSE OF THIS SURVEY.

TABLE A NOTES

1. MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER.
2. NO SITE ADDRESS:
   NORTHWEST CORNER OF THE INTERSECTION OF CITRUS ROAD AND WEST HARRISON STREET
4. GROSS LAND AREA
   409,543 SQUARE FEET OR 9.402 ACRES, MORE OR LESS
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK INCLUDE A CANAL.
9. THERE WERE NO CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS. STRIPING OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS AND LOTS.
13. NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS ARE SHOWN ON THE ALTA.
16. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

REFERENCE DOCUMENTS

(R) FINAL PLAT OF "CANYON TRAILS UNIT 4 WEST PARCEL F", RECORDED IN BOOK 905 OF MAPS, PAGE 48, MARICOPA COUNTY RECORDER'S OFFICE, (M.C.R.)

(R1) FINAL PLAT OF "CANYON TRAILS UNIT 4 WEST PARCEL B3", RECORDED IN BOOK 906 OF MAPS, PAGE 02, (M.C.R.)

(R2) RECORD OF SURVEY "ROSE GARDEN" RECORDED IN BOOK 1158 OF MAPS, PAGE 46, (M.C.R.)

(R3) SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO: 2007-1270551, (M.C.R.)

CERTIFICATION

TO:
CITY OF GOODYEAR, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION
CIVIL DESIGN SOLUTION, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 8, 9, 13 & 16 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 08/22/2021.

BY: _____ DATE: 09/22/2021
MICHAEL E. FONDREN
REGISTERED LAND SURVEYOR #35113

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WWW.RLFCONSULTING.COM • 480-345-9988

NO.	DATE	REVISION	BY

PURPOSE: ALTA/NSPS LAND TITLE SURVEY

DRAWN BY: STB
CHECKED BY: MEF

REGISTERED LAND SURVEYOR
35113
MICHAEL E. FONDREN
09/22/2021
ARIZONA, U.S.A.

ALTA/NSPS LAND TITLE SURVEY
A PORTION OF THE WEST HALF OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA;

SECTION: 11
TWNSHP: 1 N.
RANGE: 2 W.

JOB NO.: 18008015

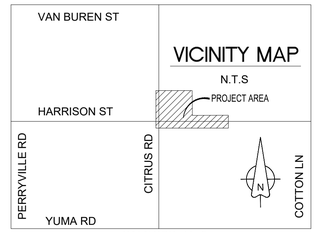
SCALE 1" = 80'

SHEET 1 OF 2

EXHIBIT 1

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE WEST HALF OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA:



VICINITY MAP
N.T.S.

NORTHWEST CORNER
SECTION 11, T1N, R2W
FOUND BRASS CAP
IN HANDHOLE

S89° 42' 49"E 2644.18'

66' RIGHT-OF-WAY PER BOOK 3, PAGE 16, (M.C.R.) 4 11

110' RIGHT-OF-WAY PER BOOK 7, PAGE 15, (M.C.R.) 7 11

"NOT A PART"
APN: 502-39-010D
OWNER: SILVA FARMING ENTERPRISES LLLP
DEED# 2006-1645557, (M.C.R.)

(TIE LINE FOR ITEM 8)
188.50'

P.O.B. FOR ITEM 8

2029.73'
1982.20'
47.53'
117.74'
165.23'
613.53'

S89° 46' 07"E 667.00'

(BASIS OF BEARING PER TITLE REPORT)
N0° 13' 53"E 2643.26'

APPROXIMATELY 300' LONG
ELECTRICAL LINE EASEMENT 8 11
PER BOOK 3676, PAGE 420, (M.C.R.)

APN: 502-39-010C
OWNER: CITY OF GOODYEAR
409,543 SQ. FT. OR 9.402 ACRES
DEED# 2007-1270551, (MC.R.)

S0° 13' 53"W 614.49'

CANAL

HEADWALL

330.56'

S. CITRUS ROAD
(PUBLIC-RIGHT-OF-WAY)

EASEMENT FOR OPERATION AND
MAINTENANCE OF WELLS, PUMPS,
MACHINERY AND EQUIPMENT PER
BOOK 9487, PG 31, (M.C.R.) 10 11

NO RIGHT-OF-WAY DEDICATED

HEADWALL

DIRT ROAD

667.00'

HEADWALL

PROJECT BENCHMARK
WEST QUARTER CORNER
SECTION 11, T1N, R2W
FOUND BRASS CAP
IN HANDHOLE
P.O.B. PER TITLE REPORT

N0° 14' 24"E 2642.99'

CMU WALL

30' RIGHT-OF-WAY PER
BOOK 1158, PAGE 46, (M.C.R.)

"NOT A PART"
CANYON TRAILS UNIT 4 WEST PARCEL F
BOOK 905, PAGE 48, (M.C.R.)

W. LILAC STREET
(PUBLIC-RIGHT-OF-WAY)

S. 178TH STREET
(PUBLIC-RIGHT-OF-WAY)

PT# 71002 SSMH
RIM EL: 992.34
INV. WEST: 981.15
INV. EAST: 981.08

SOUTHWEST CORNER
SECTION 11, T1N, R2W
FOUND BRASS CAP
IN HANDHOLE

S89° 37' 54"E 2645.31'

"NOT A PART"
APN: 502-39-010D
OWNER: SILVA FARMING ENTERPRISES LLLP
DEED# 2006-1645557, (M.C.R.)

(BASIS OF BEARING)
S89° 41' 11"E 2644.54'
W. HARRISON STREET
(PUBLIC-RIGHT-OF-WAY)

PT# 71001 SSMH
RIM EL: 991.76
INV. WEST: 980.26
INV. EAST: 980.20

PT# 71000 SSMH
RIM EL: 989.59
INV. WEST: 978.07
INV. EAST: 978.02

"NOT A PART"
APN: 502-39-961
OWNER: SILVA FARMING ENTERPRISES LLLP
DEED# 2011-0414677, (M.C.R.)

30 RIGHT-OF-WAY PER
BOOK 1158, PAGE 46, (M.C.R.)

S. 176TH AVENUE
(PUBLIC RIGHT-OF-WAY)

CENTER OF SECTION
11, T1N, R2W
CALCULATED POSITION
NOTHING FOUND OR SET

EAST QUARTER CORNER
SECTION11, T1N, R2W
FOUND PK NAIL

S89° 41' 11"E 2639.28'

N0° 13' 24"E 2644.51'

N0° 13' 24"E 2645.52'

LEGEND

- BRASS CAP FLUSH
- BRASS CAP IN HANDHOLE
- CONTROL POINT
- FOUND 5/8" REBAR
- ELECTRICAL PULL BOX
- ELECTRICAL TRANSFORMER
- TRAFFIC SIGNAL PULL BOX
- FIBER VAULT
- GAS VALVE
- LIGHT POST
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- WATER MANHOLE
- SANITARY SEWER MANHOLE
- SIGN

- PROPERTY LINE
- PROPERTY LINE (OTHER)
- RIGHT-OF-WAY LINE
- MONUMENT LINE
- CENTERLINE
- EASEMENT LINE
- CHAIN LINK FENCE
- U/G ELECTRIC LINE
- SANITARY SEWER LINE
- WATER LINE
- OVERHEAD ELECTRIC

P.O.B. POINT OF BEGINNING

rlf

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

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NO.	DATE	REVISION	BY

PURPOSE:
ALTA/NSPS LAND TITLE SURVEY

DRAWN BY: STB
CHECKED BY: MEF

35113
MICHAEL E. FONDREN
REGISTERED LAND SURVEYOR
ARIZONA, U.S.A.
12/31/21

ALTA/NSPS LAND TITLE SURVEY
A PORTION OF THE WEST HALF OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA:

SECTION: 11
TWNSHP: 1 N.
RANGE: 2 W.

JOB NO.:
18008015

SCALE
1" = 80'

SHEET
2 OF 2

EXHIBIT “2”

Exhibit 2

When recorded return to:

Roosevelt Irrigation District
Attention: Board President
103 West Baseline Road
Buckeye, Arizona 85326

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED
AND ACCESS DRIVE AND UNDERGROUND UTILITY EASEMENT

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **City of Goodyear, an Arizona municipal corporation** ("City") does hereby grant and convey to the **Roosevelt Irrigation District, an Arizona municipal corporation**, ("RID"), the following real property (hereinafter referred to as the "New Replacement RID Well No. 33 Wellsite"), together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

See Exhibit "A" for the legal description and depiction of the New Replacement RID Well No. 33 Wellsite, said Exhibit "A" is attached hereto and made a part hereof.

This New Replacement RID Well No. 33 Wellsite is subject to current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the City hereby binds itself to warrant and defend the title as against all acts of the City herein and no other.

This New Replacement RID Well No. 33 Wellsite is also subject to the City's right granted herein by RID for the City to repurchase the New Replacement RID Well No. 33 Wellsite subject to all of the following conditions: (i) RID determines that the New Replacement RID Well No. 33 Wellsite is no longer needed for RID purposes; and (ii) the City pays RID the then-appraised value of the New Replacement RID Well No. 33 Wellsite. Upon satisfaction of these conditions, RID shall deliver a quit claim deed to the City for the New Replacement RID Well No. 33 Wellsite. If the City shall determine that it does not want to exercise this right to repurchase the New Replacement RID Well No. 33 Wellsite, the City agrees to deliver a quit claim deed to RID for the New Replacement RID Well No. 33 Wellsite to extinguish the City's right to repurchase the New Replacement RID Well No. 33 Wellsite. RID hereby grants the City the above described right to repurchase the New Replacement RID Well No. 33 Wellsite upon its acceptance of this Special Warranty Deed, and RID agrees to not offer for sale or convey the New Replacement RID Well No. 33 Wellsite to a third party unless or until RID shall receive a quit claim deed from the City pursuant to the terms above to extinguish the City's right to repurchase the New Replacement RID Well No. 33 Wellsite. The City and RID agree to provide reasonable notice and to act within a reasonable timeframe to exercise or extinguish the City's right to repurchase the New Replacement RID Well No. 33 Wellsite provided that RID determines that the New Replacement RID Well No. 33 Wellsite is no longer needed for RID purposes at some point in the future.

Exhibit 2

The City further grants and conveys to RID a non-exclusive easement over, upon, across, and under the real property described and depicted in Exhibit "B" attached hereto and made a part hereof (the "Access Easement") for the following purposes and subject to the following terms: (i) providing ingress and egress to and from the New Replacement RID Well No. 33 Wellsite by RID and its permitees to and from N. Citrus Road right-of-way; (ii) constructing, operating, maintaining, repairing, and replacing underground utility improvements as needed for the operation of wells and equipment installed within the New Replacement RID Well No. 33 Wellsite by RID and its permitees; and (iii) for constructing, maintaining, repairing and replacing above ground access surfaces and facilities by RID and its permitees. No fencing shall be installed around the Access Easement. RID shall be responsible for the operation and maintenance of all improvements RID constructs or causes to be constructed within the Access Easement.

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

Signatures, Acknowledgements and Exhibits on Following Pages

Exhibit 2

City of Goodyear, an Arizona municipal corporation:

By:_____
Wynette Reed

Title:__City Manager_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this _____day of _____, 2023 by Wynette Reed, as the City Manager of the City of Goodyear, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Attest:

By:_____
Darcie McCracken

Title:__City Clerk _____

Approved as to form:

By:_____
Roric Massey

Title:__City Attorney _____

Exhibit 2

Roosevelt Irrigation District, an Arizona municipal corporation:

Accepted by the Roosevelt Irrigation District, an Arizona municipal corporation, the ____ day of _____, 2023.

By: _____
W. Bruce Heiden

Title: _Board President_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this _____ day of _____, 2023 by W. Bruce Heiden, as the Board President of the Roosevelt Irrigation District, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

Exhibit 2

Exhibit "A"

Legal Description and Depiction of the New Replacement RID Well No. 33 Wellsite

A PORTION OF THE LAND DESCRIBED IN "SPECIAL WARRANTY DEED", RECORDED IN DOCUMENT NUMBER 2007-1270551, MARICOPA COUNTY RECORDER'S OFFICE (M.C.R.), SITUATE IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LAND DESCRIBED IN DOCUMENT NUMBER 2007-1270551, M.C.R., MARKED BY A PK NAIL, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 11, MARKED BY A BRASS CAP IN HANDHOLE, BEARS SOUTH 00º13'53" EAST, A DISTANCE OF 613.53 FEET;

THENCE ALONG THE NORTH PROPERTY LINE, SOUTH 89º46'07" EAST, A DISTANCE OF 55.00 FEET, TO A POINT ON THE EAST LINE OF THE COUNTY ROAD DESCRIBED IN BOOK 15 OF MAP, PAGE 81, M.C.R.;

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89º46'07" EAST, A DISTANCE OF 60.00 FEET, TO A POINT ON SAID LINE, BEING THE **POINT OF BEGINNING** (**P.O.B.**);

THENCE CONTINUING ALONG SAID LINE, SOUTH 89°46'07" EAST, A DISTANCE OF 100.00 FEET;

THENCE DEPARTING SAID LINE, SOUTH 00°13'53" WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 89°46'07" WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 00°13'53" EAST, A DISTANCE OF 100.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 10,000 SQUARE FEET OR 0.230 ACRES, MORE OR LESS.

Exhibit 2

Exhibit "B"

Legal Description and Depiction of the Access Easement

A PORTION OF THE LAND DESCRIBED IN "SPECIAL WARRANTY DEED", RECORDED IN DOCUMENT NUMBER 2007-1270551, MARICOPA COUNTY RECORDER'S OFFICE (M.C.R.), SITUATE IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LAND DESCRIBED IN DOCUMENT NUMBER 2007-1270551, M.C.R., MARKED BY A PK NAIL, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 11, MARKED BY A BRASS CAP IN HANDHOLE, BEARS SOUTH 00º13'53" EAST, A DISTANCE OF 613.53 FEET;

THENCE ALONG THE NORTH PROPERTY LINE, SOUTH 89º46'07" EAST, A DISTANCE OF 55.00 FEET, TO A POINT ON THE EAST LINE OF THE COUNTY ROAD DESCRIBED IN BOOK 15 OF MAP, PAGE 81, M.C.R.;

THENCE ALONG SAID EAST LINE, SOUTH 00º13'52" WEST, A DISTANCE OF 30.00 FEET, TO A POINT ON SAID LINE, BEING THE **POINT OF BEGINNING** (**P.O.B.**);

THENCE DEPARTING SAID LINE, SOUTH 89°46'07" EAST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 00°13'53" WEST, A DISTANCE OF 35.00 FEET;

THENCE NORTH 89°46'07" WEST, A DISTANCE OF 60.00 FEET;

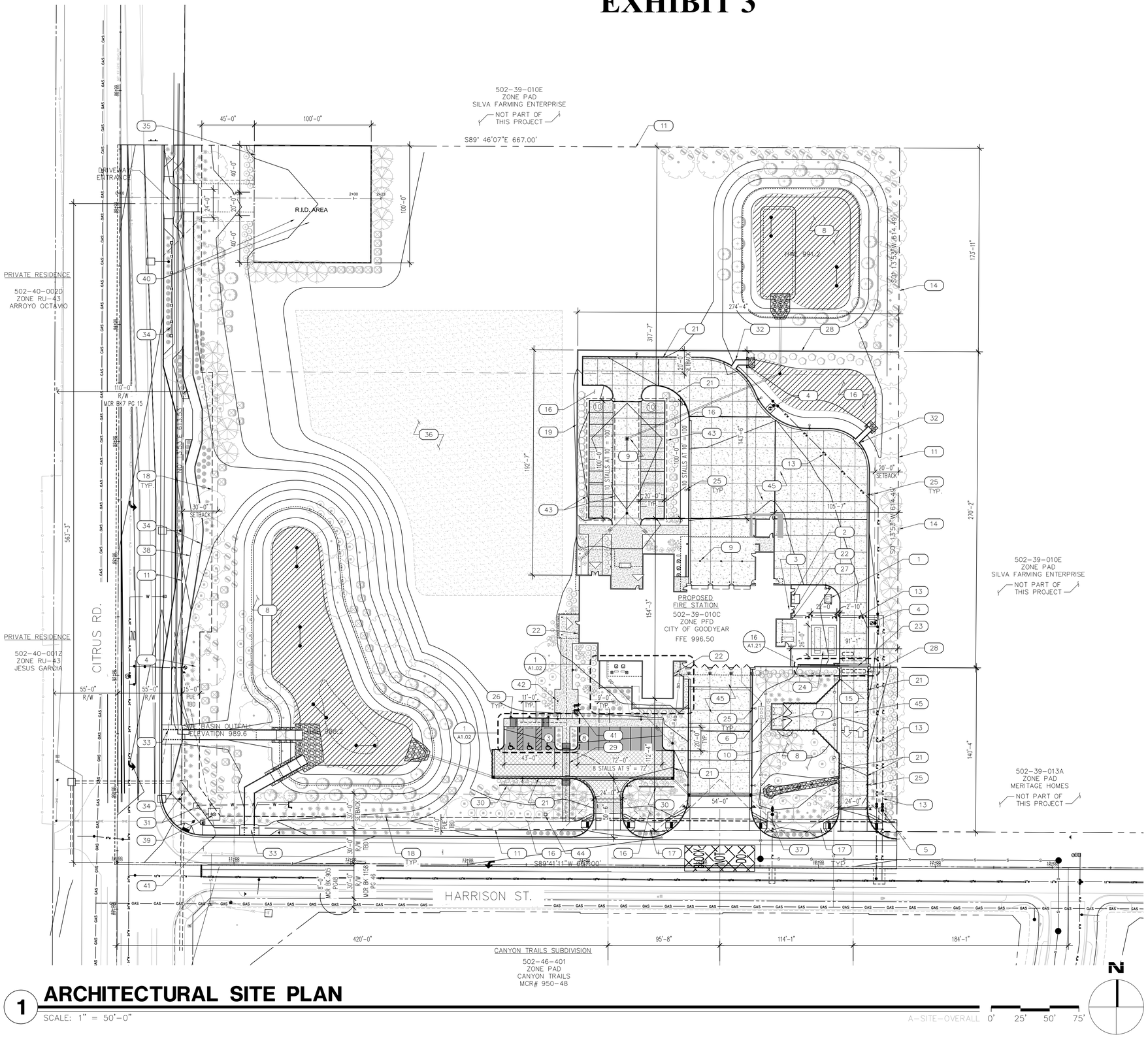
THENCE NORTH 00°13'52" EAST, A DISTANCE OF 35.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 2,100 SQUARE FEET OR 0.048 ACRES, MORE OR LESS.

EXHIBIT “3”

CITY OF Goodyear Approved 03/09/23 22-5534 - CIP GOODYEAR FIRE STATION 188 CS (22-5535)

EXHIBIT 3



1 ARCHITECTURAL SITE PLAN

SCALE: 1" = 50'-0"

A-SITE-OVERALL 0' 25' 50' 75'

CITY OF Goodyear Approved 03/09/23 22-5534 - CIP GOODYEAR FIRE STATION 188 CS (22-5535)

SITE INFORMATION

SITE ADDRESS:
NEC OF SOUTH CITRUS RD & HARRISON ST
GOODYEAR, AZ 85338

A.P.N.: 502-39-010C
ZONING: PAD ZONING PFD

SITE AREA
GROSS: 186,872 S.F. (4.29 ACRES)

PARKING REQUIREMENTS

PARKING

TOTAL REQUIRED:	1 PER 300 SQ. FT. (7,400 SQ. FT. OCCUPIED SPACE) 7,400/300 = 25 PARKING STALLS
PROVIDED:	28 PARKING STALLS
ADA STALLS	3 STALLS
TOTAL PROVIDED	31 STALLS

ZONING REQUIREMENTS

ALLOWABLE HEIGHT: (3-STORY)

ALLOWABLE: 60'-0" MAX
PROVIDED: 40'-0"

LOT COVERAGE

ALLOWED: 10% MAX
PROVIDED: 12,487/124,572=.10 -> 10%

SETBACKS:

30'-0" FRONT (SOUTH) HARRISON ST.
30'-0" FRONT (WEST) CITRUS RD.
20'-0" SIDE (EAST)
20'-0" BACK (NORTH)

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 11, MONUMENTED WITH A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 11, MONUMENTED WITH A BRASS CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 2643.24 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 52 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 613.50 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 08 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 667.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 667.00 FEET EAST, AS MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 13 MINUTES 52 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 614.49 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 41 MINUTES 04 SECONDS WEST, DEPARTING SAID PARALLEL LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 667.00 FEET TO THE POINT OF BEGINNING.

LEGEND

- DIRECTION OF TRAFFIC FLOW – DO NOT PAINT ON PAVEMENT
- ENTRY/ EXIT INTO BUILDING – DO NOT PAINT ON PAVEMENT
- (#) PARKING COUNT PER ROW

KEYNOTES

(#)	DESCRIPTION
1	PROPOSED LOCATION OF UTILITY COMPANY TRANSFORMER ON CONCRETE PAD – SEE ELECTRICAL
2	SES LOCATION – SEE ELECTRICAL FOR ADDITIONAL INFORMATION
3	FIRE RISER ROOM
4	FIRE HYDRANT – SEE CIVIL UTILITY PLAN
5	WATER METER
6	GREASE WASTE INTERCEPTOR
7	DOUBLE CONTAINER TRASH ENCLOSURE – 5/A1.22
8	WATER RETENTION BASIN
9	STORM DRAINS
10	SEWER LINE
11	PROPERTY LINE
12	GAS LINE
13	WATER LINE, SEE CIVIL DRAWINGS
14	EXISTING BLOCK FENCE
15	ACCESS CONTROL PEDESTAL/ KNOX KEY LOCK – 17/A1.21
16	LANDSCAPE AREA
17	VISIBILITY TRIANGLE
18	PROPOSED EASEMENT
19	TEMPORARY BLOCK WALL – 14/A1.21
20	EXISTING FENCE
21	DASH LINE INDICATES PAINTED (RED) CURBING FIRE LANE PER CITY OF GOODYEAR REQUIREMENTS
22	KNOX BOX
23	ELECTRIC GATE W/ PRE-EMPTION DEVICE(OPTCOM) & KNOX KEY SWITCH – SEPARATE SUBMITTAL & PERMIT REQUIRED
24	GENSET (ENGINE ALTERNATOR)
25	SITE LIGHT POLE
26	ADA PARKING SIGNAGE
27	FDC
28	PROPOSED BLOCK FENCE – 14/A1.21
29	COLORIZED CONCRETE
30	PARKING SCREEN WALL – 2/A1.12
31	RID WELL / IRRIGATION EQUIPMENT
32	CURB OPENING AND SPILLWAY, SEE CIVIL.
33	CONCRETE SCUPPER, SEE CIVIL
34	PROPOSED RAIL FENCE, UNDER SEPARATE PERMIT
35	PROPOSED PARTIAL VIEW FENCE – 1&2/A1.13
36	DUST CONTROL D.G., SEE LANDSCAPE
37	IRRIGATION WATER SERVICE AND METER, SEE CIVIL
38	CITRUS BRIDLE TRAIL, UNDER SEPARATE PERMIT
39	EXISTING WELL TO BE RELOCATED
40	NEW RID WELL SITE
41	BIKE RACK – 20/A1.22
42	FLAG POLE – 7/A1.22
43	COVERED PARKING – SEE 13/A1.02
44	FIBER CONDUITS & No.9 BOX FOR FIBER MEET ME BOX TO MDF
45	PAVEMENT CONTROL JOINTS – REFER TO CIVIL DWGS

321030
Goodyear Fire Station No. 188

Perlman
Architects of Arizona
2929 N. Central Ave., Suite 1600
Phoenix, AZ 85012
480.951.5900

Seal

REGISTERED ARCHITECT
25769
KENNETH W. POWERS
My Comm. Expires
ARIZONA, U.S.A.
EXPIRES: 12-31-2024

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Rev	Date	By	Description
2	1/25/23	BW	CITY COMMENTS

City of Goodyear
Fire Station No. 188
17840 West Harrison Street
Goodyear, AZ 85338

Drawn/Checked By
CE /BW /GA

Date
January 25, 2023

Project Number
321030

Sheet Number
SITE PLAN
A1.01

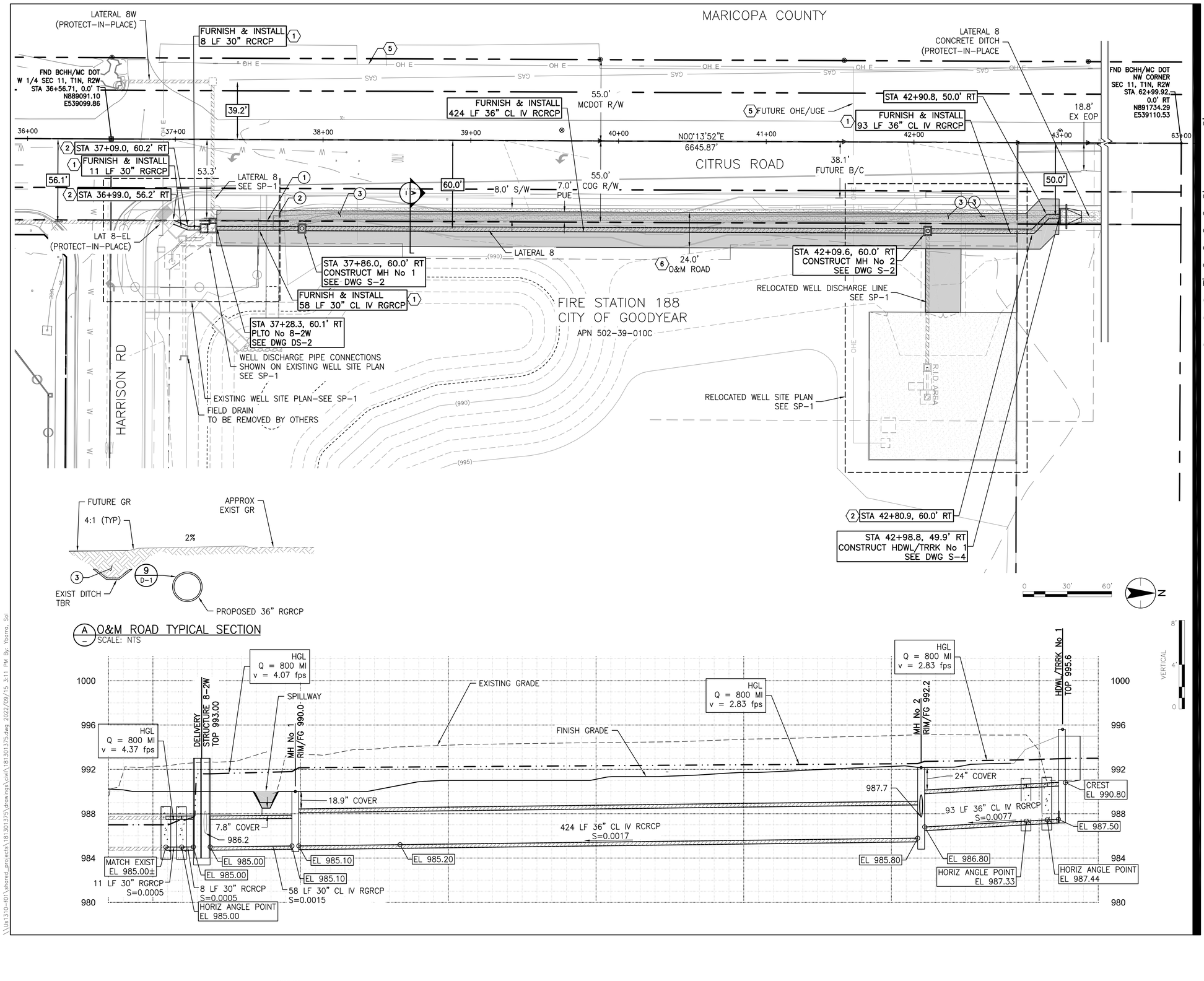
CITY OF Goodyear Approved 03/09/23 22-5534 - CIP GOODYEAR FIRE STATION 188 CS (22-5535)

CITY OF Goodyear Approved 03/09/23 22-5534 - CIP GOODYEAR FIRE STATION 188 CS (22-5535)

EXHIBIT “4”

CITY OF Goodyear Approved 09/26/22 22-2928 - RID - LAT8 - CITY OF GOODYEAR GFS 188

EXHIBIT 4



ROOSEVELT IRRIGATION DISTRICT

General Notes

1. CONTRACTOR SHOULD BE AWARE OF BURROWING OWLS WITHIN PROJECT LIMITS.
2. ANY LOCATION SHOWING CONFLICT BETWEEN RID STRUCTURE AND SIDEWALK TO BE ADDRESSED IN PROJECT SPONSOR'S PLANS TO MEANDER AROUND RID STRUCTURE.

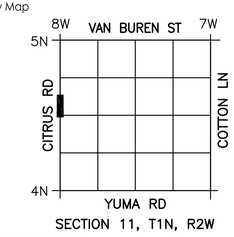
Construction Notes

1. SEE DETAIL 9, DWG D-1 FOR PIPE TRENCH DETAIL.
2. CONSTRUCT PIPE COLLAR PER DETAIL 8 ON DWG D-1.
5. CAUTION, OVERHEAD ELECTRIC LINES. PROTECT IN PLACE.
6. 24 FT MINIMUM WIDTH CLEAR AREA FOR O&M ROAD CENTERED ON PIPE ALIGNMENT.

Removal Notes

1. REMOVE AND DISPOSE OF EXISTING PIPE. BACKFILL AND COMPACT PER MAG STD SPECIFICATIONS SECTION 601.
2. REMOVE AND DISPOSE OF EXISTING IRRIGATION STRUCTURE. BACKFILL AND COMPACT PER MAG STD SPECIFICATIONS SECTION 211.
3. REMOVE AND DISPOSE OF EXISTING CONCRETE LINING AS REQUIRED FOR CONSTRUCTION OF FACILITIES. BACKFILL AND COMPACT PER MAG STD SPECIFICATIONS SECTION 211.

Key Map



SECTION 11, T1N, R2W

Benchmark

AN ELEVATION OF 989.46 WAS HELD ON A FOUND MARICOPA COUNTY BRASS CAP IN HAND HOLE LOCATED AT THE INTERSECTION OF CITRUS ROAD AND HARRISON STREET.

Stantec
Stantec Consulting Services Inc.
3133 West Frye Road, Suite 300
Chandler, AZ 85226 USA
Tel. 480.687.6100
www.stantec.com

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File Name: 181301375.DWG	SCY	CTS	CTS	MM.DD.YY
	Dwn.	Chkd.	Dsgn.	MM.DD.YY

Permit-Seal

Registered Professional Engineer (Civil)
70263
CAMERON
SMITH
09/30/22

CALL AT LEAST TWO FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION.
ARIZONA 811
Arizona Blue Stake, Inc.
DIAL 8-1-1 OR 1-800-STAKE-IT (782-5348)
IN MARICOPA COUNTY: (602) 263-1100

Client/Project

ROOSEVELT IRRIGATION DISTRICT
LATERALS 8 & 8EL

GOODYEAR FIRE STATION 188

GOODYEAR, ARIZONA

Title

PLAN AND PROFILE
STA 36+68 TO 43+14

Project No.	Scale	
181301375	AS SHOWN	
Drawing No.	Sheet	Revision
P-1	3 of 14	0

CITY OF Goodyear Approved 09/26/22 22-2928 - RID - LAT8 - CITY OF GOODYEAR GFS 188

CITY OF Goodyear Approved 09/26/22 22-2928 - RID - LAT8 - CITY OF GOODYEAR GFS 188

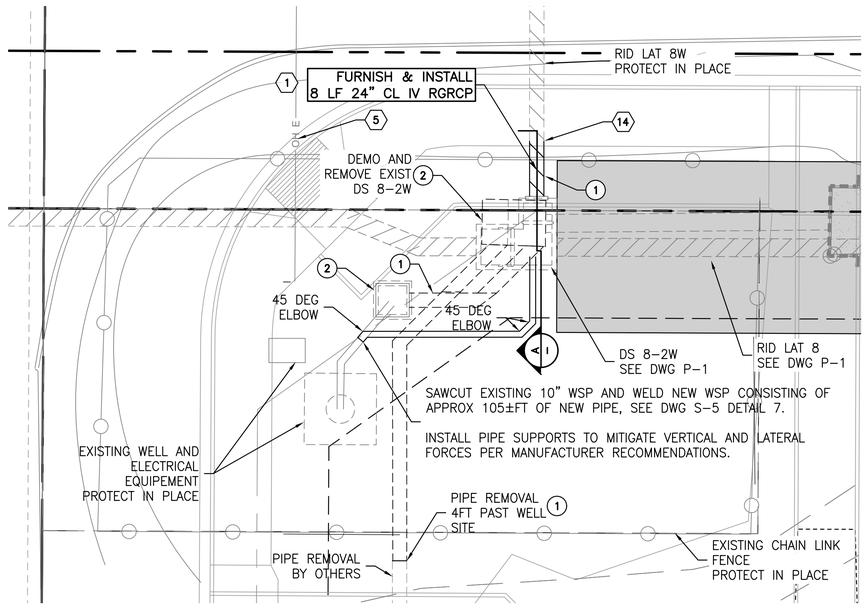
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CITY OF Goodyear Approved 09/26/22 22-2928 - RID - LAT8 - CITY OF GOODYEAR GFS 188

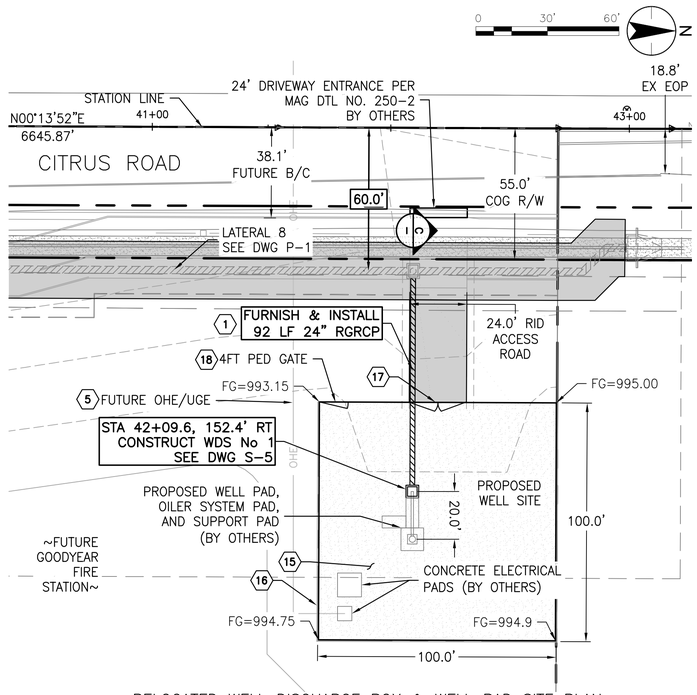
EXHIBIT “5”

CITY OF Goodyear Approved 09/26/22 22-2928 - RID - LAT8 - CITY OF GOODYEAR GFS 188

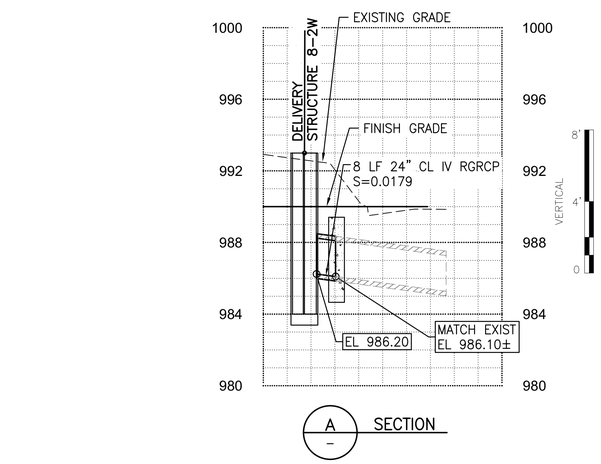
EXHIBIT 5

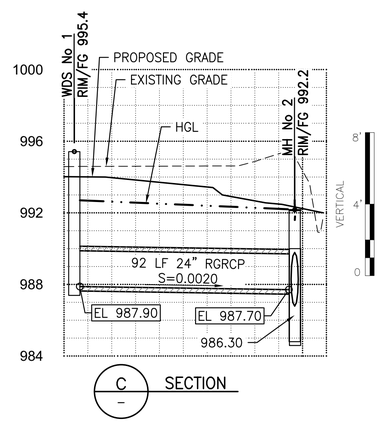


EXISTING WELL SITE PLAN



RELOCATED WELL DISCHARGE BOX & WELL PAD SITE PLAN





Construction Notes

1. SEE DETAIL 9, DWG D-1 FOR PIPE TRENCH DETAIL.
2. CONSTRUCT PIPE COLLAR PER DETAIL 8 ON DWG D-1.
5. CAUTION, OVERHEAD ELECTRIC LINES. PROTECT IN PLACE.
14. SAWCUT EXISTING PIPE OR REMOVE TO NEAREST VIABLE JOINT AND CONSTRUCT PIPE COLLAR PER DETAIL 8 ON DWG D-1.
15. PROVIDE 3" COMPACTED THICKNESS OF ¾" ABC PER MAG SPEC 701.
16. 6' CHAIN LINK FENCE (+/- 400 LF) PER MAG DTL. NO. 160. (NOTE: CITY OF GOODYEAR PROPOSED BLOCK/WROUGHT IRON ENCLOSURE OPTION.)
17. 24' GATE, DOUBLE SWING. PER MAG DTL. NO. 160.
18. 4' PED CHAIN LINK SWING GATE. CONFORMING TO MAG DTL. NO. 160.

Removal Notes

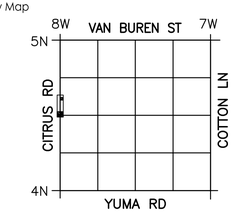
1. REMOVE AND DISPOSE OF EXISTING PIPE. BACKFILL AND COMPACT PER MAG STD SPECIFICATIONS SECTION 601.
2. REMOVE AND DISPOSE OF EXISTING IRRIGATION STRUCTURE. BACKFILL AND COMPACT PER MAG STD SPECIFICATIONS SECTION 211.
3. REMOVE AND DISPOSE OF EXISTING CONCRETE LINING AS REQUIRED FOR CONSTRUCTION OF FACILITIES. BACKFILL AND COMPACT PER MAG STD SPECIFICATIONS SECTION 211.
5. CONTACT RID AT 623.386.2046 TO SALVAGE MANHOLE COVER/TRASHRACK.

ROOSEVELT IRRIGATION DISTRICT

General Notes

1. CONTRACTOR SHOULD BE AWARE OF BURROWING OWLS WITHIN PROJECT LIMITS.
2. ANY LOCATION SHOWING CONFLICT BETWEEN RID STRUCTURE AND SIDEWALK TO BE ADDRESSED IN PROJECT SPONSOR'S PLANS TO MEANDER AROUND RID STRUCTURE.

Key Map



SECTION 11, T1N, R2W

Benchmark

AN ELEVATION OF 989.46 WAS HELD ON A FOUND MARICOPA COUNTY BRASS CAP IN HAND HOLE LOCATED AT THE INTERSECTION OF CITRUS ROAD AND HARRISON STREET.

Stantec
Stantec Consulting Services Inc.
3133 West Frye Road, Suite 300
Chandler, AZ 85226 USA
Tel 480.687.6100
www.stantec.com

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File Name: 181301375.DWG	SCY	CTS	CTS	MM.DD.YY
	Dwn.	Chkd.	Dsgn.	MM.DD.YY

Permit-Seal

Registered Professional Engineer (Civil) CERTIFICATE NO. 70263 CAMERON T. SMITH 09/30/22

CALL AT LEAST TWO FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION. ARIZONA 811 Arizona Blue Stake, Inc. DIAL 8-1-1 OR 1-800-STAKE-IT (782-5348) IN MARICOPA COUNTY: (602) 263-1100

Client/Project

ROOSEVELT IRRIGATION DISTRICT
LATERALS 8 & 8EL

GOODYEAR FIRE STATION 188

GOODYEAR, ARIZONA

Title

SITE PLAN
LATERAL 8 & WELL SITES

Project No.	Scale	
181301375	AS SHOWN	
Drawing No.	Sheet	Revision
SP-1	4 of 14	0

CITY OF Goodyear Approved 09/26/22 22-2928 - RID - LAT8 - CITY OF GOODYEAR GFS 188

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CITY OF Goodyear Approved 09/26/22 22-2928 - RID - LAT8 - CITY OF GOODYEAR GFS 188

CITY OF Goodyear Approved 09/26/22 22-2928 - RID - LAT8 - CITY OF GOODYEAR GFS 188

EXHIBIT “6”

Exhibit 6

When recorded, return to:
Jake D. Curtis, Esq.
Burch & Cracchiolo, P.A.
702 E. Osborn Road, #200
Phoenix, AZ 85014

_____

This transfer is exempt from the affidavit and filing fee requirements pursuant to A.R.S. § 11-1134(A)(2).

PARTIAL RELEASE AND RESTATEMENT OF EASEMENT

This PARTIAL RELEASE AND RESTATEMENT OF EASEMENT is given this ___ day of _____, 2023, by ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation, (hereinafter "RID"), through its undersigned agent, to CITY OF GOODYEAR, an Arizona municipal corporation (hereinafter "COG").

RID holds a blanket easement, dated October 16, 1926, recorded on June 15, 1929, in the Office of the Maricopa County Recorder at Book 39, Miscellaneous Records, page 169, for the construction, maintenance and operation of canals, ditches and laterals upon, over, along and across the West half of Section 11, Township 01 North, Range 02 West of the Gila and Salt River Base and Meridian (the "Blanket Easement").

Pursuant to the Blanket Easement, RID installed irrigation facilities on property now owned by COG. COG has requested that RID abandon the portion of the Blanket Easement that will not be required to maintain RID's lateral in its new location which was coordinated by both parties. The property in which the abandoned portion of the Blanket Easement is located is more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by this reference (the "Abandoned Easement").

By this Partial Release and Restatement of Easement, RID releases the Abandoned Easement to COG , subject to the terms and condition set forth herein. The effect of this PARTIAL RELEASE AND RESTATEMENT OF EASEMENT is that only RID's right to use the Abandoned Easement for irrigation purposes is, in fact, released. RID continues to own an easement for the construction, maintenance and operation of irrigation and related facilities pursuant to the remainder of the Blanket Easement.

RID and COG further agree to the following:

1) With respect to the RID irrigation and related facilities located within the Abandoned Easement, COG agrees to take ownership of those facilities and further agrees to indemnify, defend, and hold RID harmless for any claims arising on the Abandoned Easement or as a result of any RID facilities remaining on or within the Abandoned Easement.

2) All of the terms and provisions of this Agreement, including, without limitation, the benefits and burdens herein, run with the land and are binding upon and shall inure to the benefit and burden of all assigns, successors, tenants, heirs and personal representatives of COG and RID, as the case may be.

3) Prior to the transfer or assignment of this Agreement by COG to any other person or entity, COG shall provide written notice to RID of such transfer or assignment. Such notice (which shall be delivered to RID's Superintendent at 103 W. Baseline Road, Buckeye, AZ 85326) shall include the name and address of the transferee/assignee as well as the transferee's/assignee's contact person and telephone number.

4) The failure of either party to this Agreement to insist on the performance of any of the terms and conditions herein contained, or the waiver of any breach of any of the terms and conditions herein contained, shall not be construed as thereafter waiving any such terms and/or conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

5) If any provision of this Agreement is declared invalid or unenforceable, that provision shall be modified by the Parties to the extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be deemed severed, and the remaining provisions of this Agreement shall remain in full force and effect.

6) Each representative of a party signing this Agreement represents that he or she is authorized to do so.

7) This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument. The Parties authorize each other to attach all such signature pages to a single document so that the signatures of all parties will be physically attached to the same document for recording.

8) The effective date of this Agreement shall be the date on which the last party executes this Agreement.

9) The Recitals written above and the Exhibits attached hereto and referred to herein are incorporated by reference into this Agreement.

10) The Parties agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona.

11) Either party may enforce this Agreement by appropriate legal action, and the prevailing party in such action may recover, as part of its costs in such action,

reasonable attorney's fees and court costs. Any court proceeding regarding this agreement shall be initiated and prosecuted in a state or federal court located in Maricopa County, Arizona.

12) Any modification of this Agreement or additional obligation assumed by either party in connection herewith shall be binding only if evidenced by a writing that is signed by each party or an authorized representative of each party.

13) This Agreement constitutes the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated herein.

[Signatures and acknowledgments on following pages.]

IN WITNESS WHEREOF, I have hereto set my hand this ___ day of _____, 2023.

ROOSEVELT IRRIGATION DISTRICT,
an Arizona municipal corporation

By_____
Its_____

State of Arizona)
)
County of Maricopa)

On this, the ___ day of _____, 2023, before me the undersigned Notary Public, personally appeared _____, who acknowledged himself to be the President of Roosevelt Irrigation District, an Arizona municipal corporation, and acknowledged that he, as such officer being authorized to do so, executed the foregoing instrument in the capacity thereon stated, for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

IN WITNESS WHEREOF, I have hereto set my hand this ___ day of _____, 2023.

CITY OF GOODYEAR,
an Arizona municipal corporation

By_____
Its_____

State of Arizona)
)
County of Maricopa)

On this, the ___ day of _____, 2023, before me the undersigned Notary Public, personally appeared _____, who acknowledged himself to be the _____ of the City of Goodyear, and acknowledged that he as such officer, being authorized to do so, executed the foregoing instrument in the capacity thereon stated, for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "A"

DESCRIPTION FOR IRRIGATION PIPELINE EASEMENT
A PORTION OF THE LAND DESCRIBED IN "SPECIAL WARRANTY DEED",
RECORDED IN DOC# 2007-1270551, M.C.R.

A PORTION OF THE LAND DESCRIBED IN "SPECIAL WARRANTY DEED", RECORDED IN DOCUMENT NUMBER 2007-1270551, MARICOPA COUNTY RECORDER'S OFFICE (M.C.R.), SITUATE IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11, MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION, MARKED BY A PK NAIL, BEARS SOUTH 89º41'11" EAST (**BASIS OF BEARING**), A DISTANCE OF 5,283.82 FEET;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 11, ALSO BEING THE WEST PROPERTY LINE, NORTH 00º13'53" EAST, A DISTANCE OF 613.53 FEET, TO THE NORTHWEST PROPERTY CORNER, MARKED BY PK NAIL;

THENCE ALONG THE NORTH PROPERTY LINE, SOUTH 89º46'07" EAST, A DISTANCE OF 55.00, TO THE INTERSECTION OF SAID LINE AND THE EAST COUNTY ROAD LINE DESCRIBED IN BOOK 15 OF MAP, PAGE 81, M.C.R.;

THENCE CONTINUING ALONG SAID PROPERTY LINE, SOUTH 89º46'07" EAST, A DISTANCE OF 27.96 FEET, TO THE **POINT OF BEGINNING** (**P.O.B.**);

THENCE CONTINUING ALONG SAID LINE, SOUTH 89º46'07" EAST, A DISTANCE OF 584.04 FEET, TO THE NORTHEAST PROPERTY CORNER;

THENCE ALONG THE EAST PROPERTY LINE, SOUTH 00º13'53" WEST, A DISTANCE OF 584.49 FEET, TO THE NORTHEAST CORNER OF THE DEDICATED RIGHT-OF-WAY DESCRIBED IN DOCUMENT NO. 2022-0631011, M.C.R.;



Title: DESCRIPTION

Project #: 18008015

Date: 08/17/2023

Scale: N / A

Page: 1 OF 4

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EXHIBIT "A"

DESCRIPTION FOR IRRIGATION PIPELINE EASEMENT
A PORTION OF THE LAND DESCRIBED IN "SPECIAL WARRANTY DEED",
RECORDED IN DOC# 2007-1270551, M.C.R.

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE, NORTH 89º41'11" WEST, A DISTANCE OF 329.96 FEET, TO THE NORTHWEST CORNER OF SAID RIGHT-OF-WAY PARCEL;

THENCE CONTINUING NORTH 89º41'11" WEST, A DISTANCE OF 254.08 FEET,

THENCE NORTH 00º13'53" EAST, A DISTANCE OF 511.09 FEET;

THENCE SOUTH 89º46'26" EAST, A DISTANCE OF 32.04 FEET;

THENCE NORTH 00º13'53" EAST, A DISTANCE OF 24.00 FEET;

THENCE NORTH 89º46'26" WEST, A DISTANCE OF 32.04 FEET;

THENCE NORTH 00º13'53" EAST, A DISTANCE OF 48.56 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 340,353 SQUARE FEET OR 7.813 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35113
MICHAEL E.
FONDREN
Date Signed 08/17/23
ARIZONA, U.S.A.

Title: DESCRIPTION

Project #: 18008015

Date: 08/17/2023

Scale: N / A

Page: 2 OF 4

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EXHIBIT "A"

EXHIBIT FOR
A PORTION OF THE LAND DESCRIBED IN "SPECIAL WARRANTY DEED",
RECORDED IN DOC# 2007-1270551, M.C.R.

LEGEND

NW.	NORTHWEST	⊡	FOUND BRASS CAP IN HAND HOLE
N.	NORTH	◎	FOUND BRASS CAP FLUSH
SW.	SOUTHWEST	⧋	FOUND PK NAIL
W.	WEST	BK	BOOK
S.	SOUTH	PG	PAGE
E.	EAST	MCR	MARICOPA COUNTY RECORDS
COR.	CORNER	N.T.S.	NOT TO SCALE
SEC.	SECTION	SEC.	SECTION
T.1N.	TOWNSHIP 1 NORTH	P.O.C.	POINT OF COMMENCEMENT
R.2W.	RANGE 2 WEST	P.O.B.	POINT OF BEGINNING
——— — ——— — ——— — ———			SECTION LINE
———			PROPERTY LINE
——— — — ———			COUNTY ROAD
— — — — — — — — — — — — — — — — — —			EASEMENT LINE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89° 46' 26"E	32.04
L2	N0° 13' 53"E	24.00
L3	N89° 46' 26"W	32.04
L4	N0° 13' 53"E	48.56

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35113
MICHAEL E.
FONDREN
Date Signed 08/17/23
ARIZONA, U.S.A.

Title: EXHIBIT

Project #: 18008015

Date: 08/17/2023

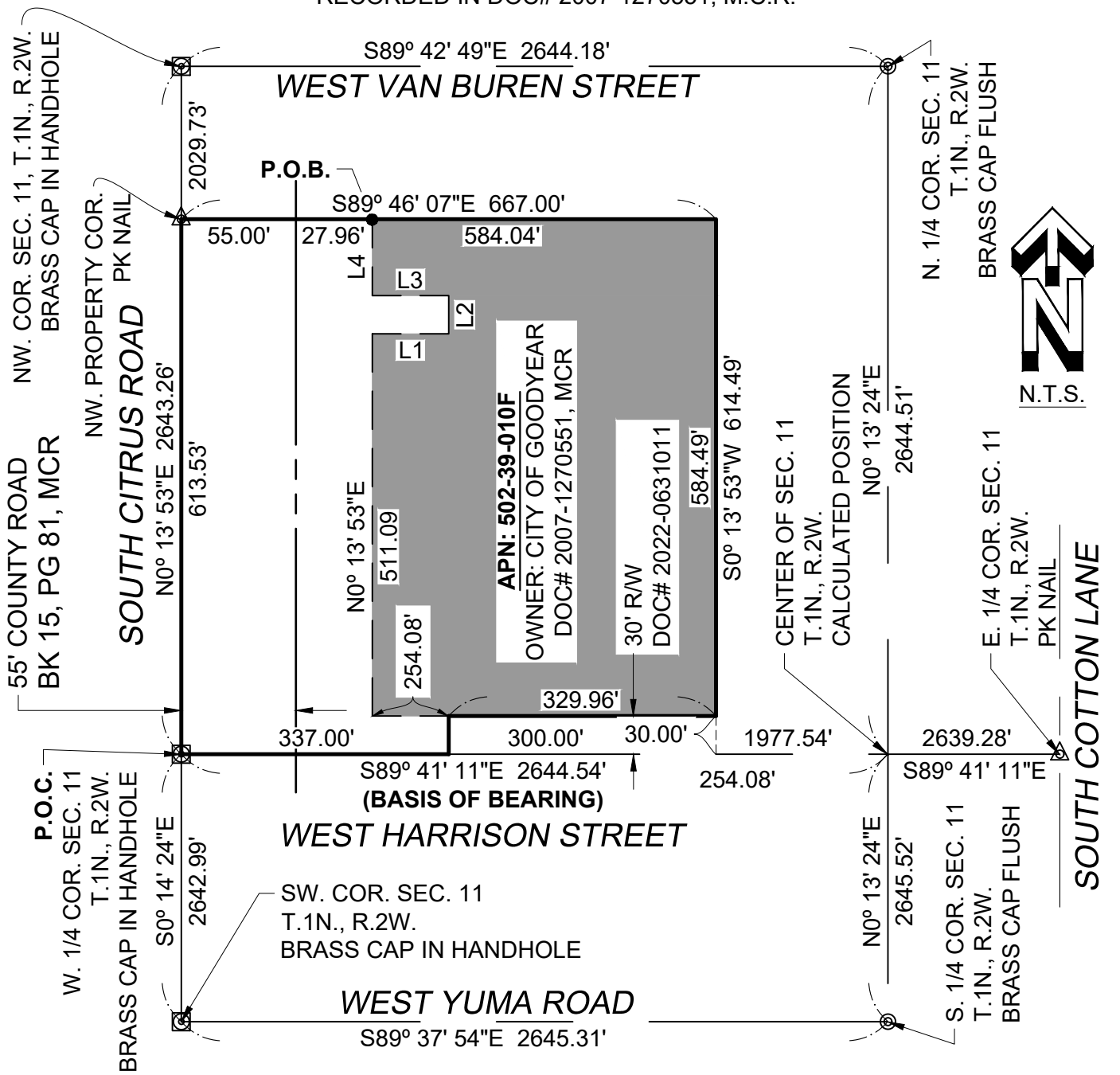
Scale: N / A

Page: 3 OF 4

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EXHIBIT "A"

EXHIBIT FOR
A PORTION OF THE LAND DESCRIBED IN "SPECIAL WARRANTY DEED",
RECORDED IN DOC# 2007-1270551, M.C.R.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35113
MICHAEL E.
FONDREN
Date Signed 08/17/23
ARIZONA, U.S.A.

Title: EXHIBIT

Project #: 18008015

Date: 08/17/2023

Scale: N.T.S.

Page: 4 OF 4

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EXHIBIT “7”

Exhibit 7

When recorded return to:
Jake D. Curtis
Burch & Cracchiolo, P.A.
702 East Osborn Road, Suite 200
Phoenix, Arizona 85014

TERMINATION OF EASEMENT

RELEASE GIVEN this ___ day of _____ 20__, by ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation, through its undersigned agent, to the CITY OF GOODYEAR, an Arizona municipal corporation (hereinafter COG).

ROOSEVELT IRRIGATION DISTRICT is the holder of an easement, which easement is dated May 30, 1972, and recorded on June 8, 1972, in the official records of the Maricopa County Recorder's Office at Book 9487, page 31, for the construction, maintenance and operation of wells, pumps, machinery and equipment on certain land which is owned by COG, and more particularly described as follows (the Property):

> The South 100.00 feet of the West 100.00 feet of the NW-1/4, Section 11, Township 1 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; except the West 55.00 feet thereof. Containing 0.1033 acres.

ROOSEVELT IRRIGATION DISTRICT hereby releases to COG, its successors and assigns, ROOSEVELT IRRIGATION DISTRICT's easement described above and conveys all of its interest to COG, its successors and assigns, in such easement and in the Property, thereby terminating the easement with respect to the above-described Property.

[Signatures and acknowledgment on following pages.]

IN WITNESS WHEREOF, an authorized representative of Roosevelt Irrigation District, has executed this Release at Phoenix, Arizona on the aforesaid date.

ROOSEVELT IRRIGATION DISTRICT,
an Arizona municipal corporation

By:_____

Its:_____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____, as the _____ of the ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT “8”

Exhibit 8

DIRECTORS
W. BRUCE HEIDEN, PRESIDENT
K.C. GINGG
BRANDON LEISTER
JASON ROVEY
JOHN K. VANDERWEY

ROOSEVELT IRRIGATION DISTRICT

SUPERINTENDENT
DONOVAN L. NEESE

103 WEST BASELINE ROAD
BUCKEYE, ARIZONA 85326
TELEPHONE (623) 386-2046
FAX (623) 386-4360

13 September 2022

CORE Construction
240 N. Center Street
Mesa, Arizona 85201

Attention: Jason Santor

Dear Mr. Santor,

Reference: RID Lateral 8 – Goodyear Fire Station (181301375 - Post Design)

As requested, the Roosevelt Irrigation District (RID) is herein providing a scope of work and funding requirement for the relocation of RID irrigation and/or drainage facilities along a portion of RID Lateral 8 in association with the above referenced project.

The relocation of RID facilities within the development project includes piping of existing ditch, removal of existing structures and the design of new appurtenant irrigation structures.

Estimated RID fees for engineering design, post design services- well, RID easement modification, project coordination and expenses for the RID relocation project are detailed in the enclosed Fee Proposal.

A summary of the funding to be advanced to RID for this project is as follows:

Engineering Fees & Expenses	$95,126.44
RID Administration Fees	$12,012.64
RID Well Program Management	$25,000.00
TOTAL FUNDS DUE	$132,139.08

The attached Participation Agreement Letter (PAL) must be signed and returned to the RID office along with funds payable to the Roosevelt Irrigation District in the amount noted above. The commencement of engineering work will be scheduled once the signed PAL has been returned to RID along with the requested funds. Any funds remaining in the RID project account at the end of the project will be refunded to the project sponsor.

Exhibit 8

Reference: **RID Lateral 8 – Goodyear Fire Station (181301375 - Post Design)**

This funding request is valid for 60 days from the date on the letter. RID reserves the right to update the package should funding not be received in full within this time frame.

Please contact Cameron Smith at Stantec Consulting Services Inc. (702-258-4956) or me if you have any questions or need any additional information.

Sincerely,

ROOSEVELT IRRIGATION DISTRICT

Donovan L. Neese
Superintendent

Attachments: Stantec Fee Proposal, RID Participation Agreement Letter

c. Files, Cameron Smith (Stantec)

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Exhibit 8

ROOSEVELT IRRIGATION DISTRICT
RID Lateral 8, Well 033-4.6N- Goodyear Fire Station 188 (181301375)

POST DESIGN SERVICES

7/24/2022

TASK NO.	TASK DESCRIPTION	2022 Hours						2023 Hours						Sub-Total Labor Hours	Sub-Total Labor Cost	Expenses	Total Cost
		Project Principal Level 15	Senior Project Engineer Level 13	Senior Project Engineer Level 11	EIT/Designer Level 9	Construction Observer Const Obs	Project Administrator Level 7	Project Principal Level 15	Senior Project Engineer Level 13	Project Engineer/ Senior Designer Level 11	EIT/Designer Level 9	Construction Observer Const Obs	Project Administrator Level 7				
105	**Post Design Services - Lateral**																
	• On-Site Construction Observation and Coordination with Contractors, District and District Engineer • Provide On-Call Engineering Support Services During Construction • Review, Process and Archive As-Built Drawings from Contractor • Update District System Mapping	1	4	20	0	261	0	1	0	0	4	152	0	443	$69,448		$69,448
106	**Project Management**																
	• Post Design Scoping • Schedule Creation and Management • Safety Protocols, Preparation and Documentation • Project Management and Correspondence • Project Invoicing & Closeout	3	0	15	9	0	8	2	0	6	6	0	10	59	$9,251		$9,251
107	**Post Design Services - Well**																
	• ADWR Permitting • Provide On-Call Engineering Support Services During Construction • Review, Process and Archive Well Testing • Site Visits and Coordination with COG	0	24	0	0	0	0	0	20	0	0	0	0	44	$8,216		$8,216
108	**Easement Modification/ Well Coordination**																
	• Draft Partial Release and Restatement of Easement • Attend Board Meeting to Discuss Retirement of Gates, Tailwater, and Easement • Draft Gate Retirement • Draft Tailwater Retirement	0	0	6	8	0	0	1	0	3	0	0	0	18	$2,913		$2,913
990	**Expenses**																
	• Travel • Printing															$5,298	$5,298
	TOTAL LABOR HOURS	**4**	**4**	**35**	**9**	**261**	**8**	**3**	**0**	**6**	**10**	**152**	**10**	**564**			
	TOTAL ENGINEERING COST	**$824**	**$736**	**$5,810**	**$1,341**	**$40,194**	**$1,064**	**$636**	**$0**	**$1,026**	**$1,530**	**$24,168**	**$1,370**		**$89,828**	**$5,298**	**$95,126**

Exhibit 8

RID ADMINISTRATION FEES DESCRIPTION	Units	Cost /Unit	Cost
RID Well Program Management	LS	$25,000.00	$25,000.00
RID Administration Fee (10% Engineering and Well Program Management Labor + Expenses)	LS	$12,012.64	$12,012.64
TOTAL RID FEES			**$37,012.64**

TOTAL COST	**$132,139.08**
TOTAL ADDITIONAL FUNDING DUE	**$132,139.08**

1. No agencies/utilities review fees have been included. Project Sponsor will be responsible for these fees at time of RID submittal(s).
2. Permit fees not included. RID ROW Crossing permit fees will be $500 per plan set, payable at execution. RID License to Construct permit fee will be $500 per project, payable at execution. Permits expire 365 days from date issued.
3. If the project extends beyond the calendar year a change order may be required to account for annual rate increases.
4. Travel Expenses including but not limited to mileage, fuel, rental vehicle, hotel accommodations depending on the nature and time constraints
5. Printing expenses including but not limited to full size plans, half size plans, roll plots, letter size sheets, color or black and white, copies as requested by RID, binders and tabs for carrying on-site or to RID.
6. Acceptance of this agreement by the responsible parties acknowledges the ongoing COVID-19 pandemic and understanding that the Estimated Fee presented herein does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, RID shall notify the responsible parties as soon as practical once impacts are realized.

Exhibit 8

ROOSEVELT IRRIGATION DISTRICT

103 West Baseline Road
Buckeye, AZ 85326-1115
(602) 386-2046

Participation Agreement Letter

13 September 2022

1. The Roosevelt Irrigation District (RID) has recently been contacted by the undersigned Sponsor regarding a proposal to relocate RID irrigation and/or drainage facilities Lateral 8 – Goodyear Fire Station (181301375).

2. Any such modification or relocation is subject to the written approval of the RID Board of Directors and such approval may be granted or denied solely at the discretion of the Board.

3. Should the Board approve the Project, the Sponsor shall reimburse RID for all resulting costs incurred by RID, including but not limited to the following items: preparation of designs and specifications; design, construction and as-built surveys; bid advertising; opening and awarding the contract; construction inspection and testing; contract administration; right-of-way research, description, appraisals, and negotiations; review and coordination of other utilities affected by the Project to modify RID facilities; and any legal or administrative fees associated with the above items. Any existing irrigation facilities disturbed by new construction will be redesigned and reconstructed in accordance with the current RID standards.

4. To offset the additional costs incurred by RID in relation to the Project, the Sponsor shall remit to RID an additional deposit of $132,139.08. This deposit will be placed in a special RID account and will be applied against the costs described above. Once this deposit is depleted, RID has no obligation to incur further costs or to proceed further with the engineering review, easement modification(s), construction inspection or the design and/or relocation of its facilities until subsequent deposit(s) in the amount(s) requested by RID are made to cover these costs. Any funds remain in the account following the completion of the project shall be refunded by RID to the Sponsor within thirty (30) days following the acceptance by RID of completed work.

5. If the Sponsor should rescind or cancel the request to construct RID facilities, the Sponsor shall be responsible for all costs incurred by RID in excess of the initial deposit.

6. RID reserves the right to design and construct any modifications and/or relocation of its facilities necessitated by the Project. The Sponsor shall bear all responsibility for reviewing construction plans and specifications prepared by RID to ensure that they are compatible with the Project.

Exhibit 8

7. RID shall make every reasonable attempt to accommodate the Sponsor's schedule. However, RID may require modification and/or relocations be constructed during scheduled dry-ups of the RID system. In any event, no liability shall accrue to RID for delays associated with its actions.

8. Before final construction plans are released, all outstanding RID administration fees and engineering costs associated with the design phase of the project must be paid in full.

9. Before the crossing and construction of the RID facilities relocation commences, an RID License to Construct must be executed and funds for estimated RID post design costs must be received by RID.

10. Provisions of this Participation Agreement Letter shall transfer to the Sponsor's successors and assigns until such time that all work required and agreed to are complete and accepted by RID.

11. By signature on the line indicated below, and the return of this letter with the required funds to the RID office, the Sponsor indicates agreement to the above terms and desires to proceed with plans to implement the project.

Very truly yours,

ROOSEVELT IRRIGATION DISTRICT

Donovan L. Neese
Superintendent

REVIEWED AND APPROVED:

By: _____
Todd Steffen

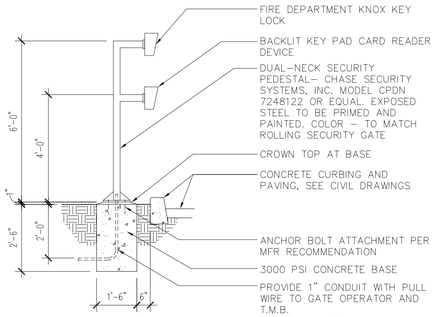
Title: President

Date: 9/22/22

EXHIBIT “9”

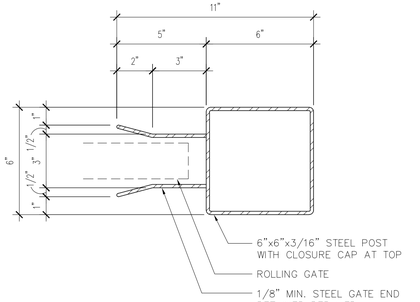
CITY OF Goodyear Approved 03/09/23 22-5534 - CIP GOODYEAR FIRE STATION 188 CS (22-5535)

Exhibit 9



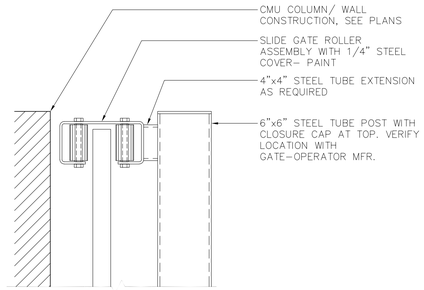
17 PEDESTAL MOUNTING

SCALE: 3/8" = 1'-0" SITE-PEDESTAL



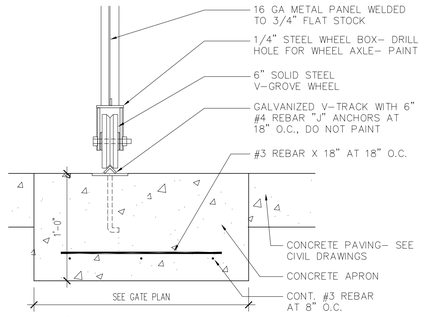
13 GATE END RETAINER

SCALE: 3" = 1'-0" ROLLGATE-RETAINER



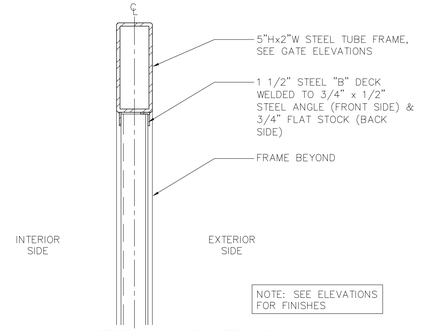
9 GATE ROLLER ASSEMBLY

SCALE: 1 1/2" = 1'-0" ROLLGATE-ROLLER



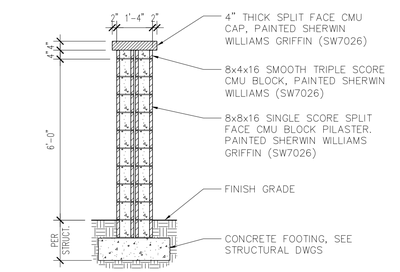
5 GATE V-TRACK

SCALE: 1 1/2" = 1'-0" ROLLGATE-VTRACK



1 GATE - SECTION

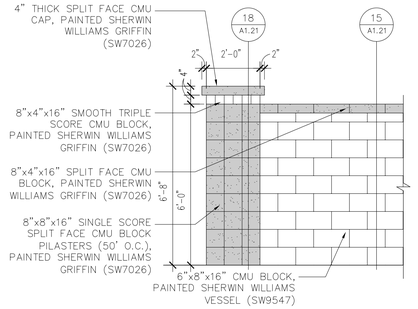
SCALE: 3" = 1'-0" ROLLGATE-SECT



NOTE: PROVIDE PILASTER AT 50'-0" MIN. SPACING, ALL WALL HEIGHT TRANSITIONS AND SITE WALL CORNERS.

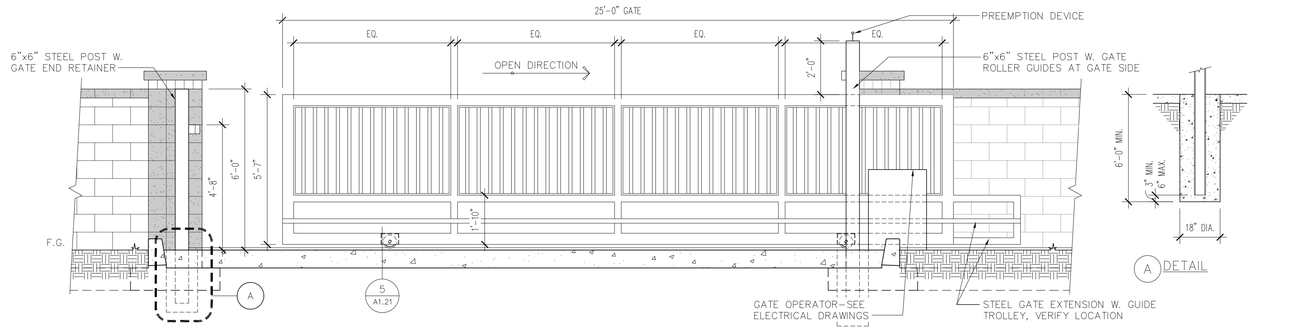
18 PILASTER SECTION

SCALE: 3/8" = 1'-0" SITEWALL-SECTION-03



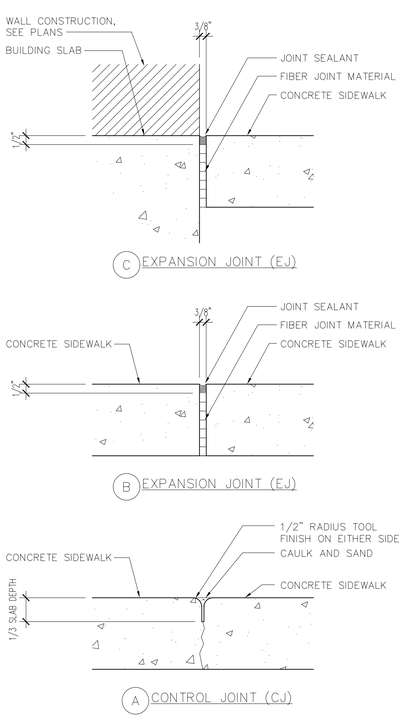
14 SECONDARY WALL

SCALE: 3/8" = 1'-0" SITEWALL-SECTION-03



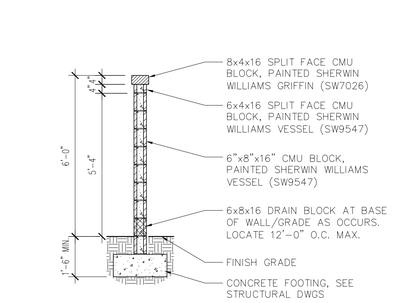
10 ROLLING GATE - ELEVATION

SCALE: 3/8" = 1'-0"



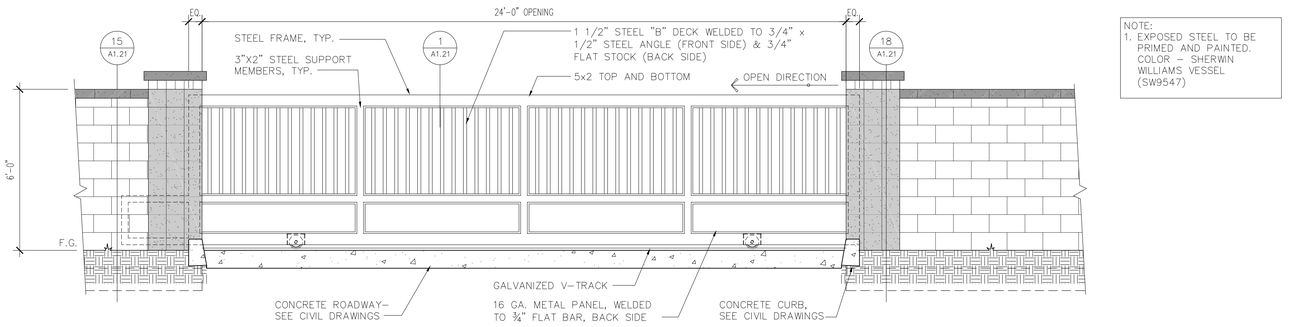
19 CONCRETE JOINT DETAILS

SCALE: 3" = 1'-0" SITE-CONCJOINTS



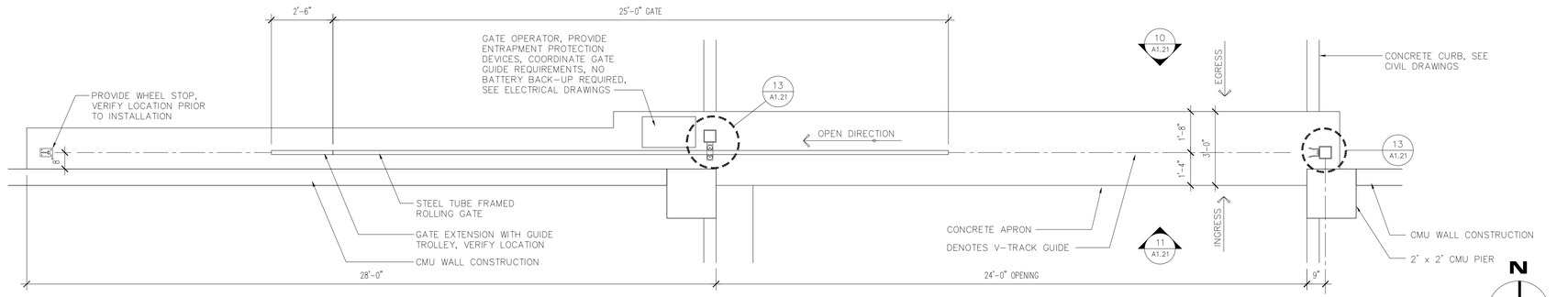
15 SITE WALL SECTION

SCALE: 3/8" = 1'-0" SITEWALL-SECTION-02



11 ROLLING GATE - ELEVATION

SCALE: 3/8" = 1'-0" ROLLGATE-ELEV-01



16 ROLLING GATE PLAN

SCALE: 3/8" = 1'-0" ROLLGATE-PLAN-01

CITY OF Goodyear Approved 03/09/23 22-5534 - CIP GOODYEAR FIRE STATION 188 CS (22-5535)

321030
Goodyear Fire Station No. 188

Perlman
Architects of Arizona
2929 N. Central Ave., Suite 1600
Phoenix, AZ 85012
480.951.5900

Seal

REGISTERED ARCHITECT 25769 KENNETH W. POWERS 9/30/23 ARIZONA, U.S.A.

EXPIRES: 12-31-2024

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Rev	Date	By	Description

City of Goodyear
Fire Station No. 188
NEC of Citrus Rd. & Harrison St.
Goodyear, AZ 85338

Drawn/Checked By
CE /BW /GA

Date
September 29, 2022

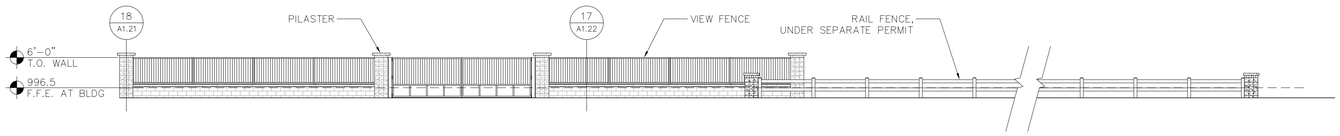
Project Number
321030

Sheet Number
SITE DETAILS
A1.21

CITY OF Goodyear Approved 03/09/23 22-5534 - CIP GOODYEAR FIRE STATION 188 CS (22-5535)

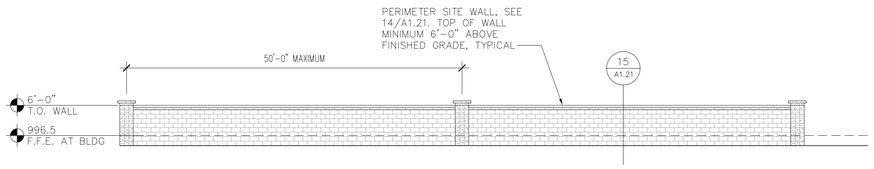
CITY OF Goodyear Approved 03/09/23 22-5534 - CIP GOODYEAR FIRE STATION 188 CS (22-5535)

CITY OF Goodyear Approved 03/09/23 22-5534 - CIP GOODYEAR FIRE STATION 188 CS (22-5535)



2 WELL SITE WALL ELEVATION - WEST (STREET VIEW)

SCALE: 3/32" = 1'-0"



1 WELL SITE WALL ELEVATIONS - NORTH, SOUTH, AND EAST

SCALE: 3/32" = 1'-0"

CITY OF Goodyear Approved 03/09/23 22-5534 - CIP GOODYEAR FIRE STATION 188 CS (22-5535)

321030
Goodyear Fire Station No. 188
Perlman
Architects of Arizona
2929 N. Central Ave., Suite 1600
Phoenix, AZ 85012
480.951.5900

Seal

REGISTERED ARCHITECT
25769
KENNETH W. POWERS
My Signature Expires
ARIZONA, U.S.A.

EXPIRES: 12-31-2024

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Rev	Date	By	Description
2	1/25/23	BW	CITY COMMENTS

City of Goodyear
Fire Station No. 188
17840 West Harrison Street
Goodyear, AZ 85338

Drawn/Checked By
CE /BW /GA

Date
January 25, 2023

Project Number
321030

Sheet Number
SITE WALLS

A1.13

CITY OF Goodyear Approved 03/09/23 22-5534 - CIP GOODYEAR FIRE STATION 188 CS (22-5535)

CITY OF Goodyear Approved 03/09/23 22-5534 - CIP GOODYEAR FIRE STATION 188 CS (22-5535)

ITEM #: 5.
DATE: 08/28/2023
AI #:1552

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF SILVA TRAILS AT WEST GOODYEAR PHASE II

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

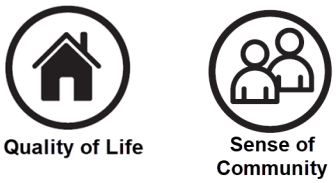
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OTHER PRESENTER(S):
Mike Gleason, Entellus

SUMMARY

A Final Plat subdividing approximately 54 acres into 262 lots and 23 tracts at the intersection of W. Van Buren Street and N. Citrus Road (the “Property”).

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Conditionally approve the Final Plat of Silva Trails at West Goodyear Phase II, subdividing approximately 54 acres into 262 lots and 23 tracts subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat of Silva Trails at West Goodyear Phase II (the “Final Plat”); and

2. Prior to recordation of the Final Plat, Owner shall submit an updated title report for the property included within the Final Plat (the “Property”) and shall modify this plat to reflect the current ownership and current lender including on the final plat a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the property being platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing this final plat is authorized to do so; and

3. The annexation of the portion of the Property located within the jurisdiction of Maricopa County, which is generally the portion of the Property located within the Citrus Road Alignment from W. Van Street to W. Harrison Street, shall be completed prior to the recordation of the final plat. Prior to recordation of the final plat, the east ½ street annexation of Citrus Road, from W. Van Buren Street to W. Harrison Street, shall be completed; and

4. Owner shall, at no cost to the city, design and construct street improvements for the east-half of the section of Citrus Road adjacent to the frontage of the Property required for full half street improvements for a Minor 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 "Citrus Road Improvements"). The Citrus Road Improvements shall be shall be substantially completed, as determined by the City Engineer or his designee, prior to the issuance of any building permit for any structure, except for model homes and shall be completed and accepted by the City Engineer or his designee, subject to completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property except for model homes;

5. Owner shall remit to the City an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of N. Citrus Road along or adjacent to the frontage of the Property. The in-lieu payment for the median shall be based on the actual costs of the improvements if constructed or if not constructed, the estimated cost of the full median and full median landscaping as determined by the City Engineer or designee, and it shall be paid prior to the recordation of the first final plat subdividing all or part of the Property; and;

6. All of the infrastructure improvements permitted by City of Goodyear Permit #21-3958 shall be completed and accepted the City Engineer or designed, subject to completion of the two-year warranty period, prior to the issuance of any temporary Certificate of Completion, Certificate of Completion, Temporary Certificate of Occupancy, or Certificate of Occupancy for any structure within the Property except for model homes; and

7. The central park that includes all of the resident and recreational amenities identified in Ordinance 2021-1495 shall be substantially completed as determined by the Building Official or his/her designee or under construction and bonded for completion as determined by the Zoning Administrator or his/her designee prior to the issuance of any Temporary Certificate of Completion, Certificate of Completion, Temporary Certificate of Occupancy, or Certificate of Occupancy for any structure within the Property except for model homes; and

8. Unless Water Line C identified in the West Goodyear master water study Resolution of Intention No. 06-1064 as amended by Resolution No 14-1621 and Resolution No. 16-1747 (the "Cost Recovery Resolution – Water Delivery Lines") has been fully constructed and accepted by the City Engineer or his designee subject to completion of the two-year warranty period, or is under construction by others when the final plat is recorded, Owner shall be responsible for completing the construction of regional Water Line C. No building permits for any structures within the Property shall be issued until regional Water Line C has been substantially completed as determined by the City Engineer or his designee and no certificates of completion or certificates of occupancy shall be issued for any structure within the Property until Water Line C has been fully completed and accepted by the City Engineer or his designee subject to completion of the two-year warranty period.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

On February 22, 2021 the City Council adopted Ordinance No. 2021-1495 rezoning the property subject to the Ordinance to the R1-4 (Single Family Detached) Zoning District with R1-4 Reduced Development Standards with a PAD overlay. On May 24, 2021 the City Council approved the preliminary plat for Silva Trails at West Goodyear, subdividing approximately 138.81 acres into 616 lots and 57 tracts.

On July 18th, 2022 City Council approved the Final Plat for Silva Trails at West Goodyear Phase I, subdividing approximately 87.35 acres into 354 lots and 38 tracts east of the southeast corner of North Citrus Road and West Van Buren Street. The Final Plat for Silva Trails at West Goodyear Phase I was recorded with the Maricopa County Records (M.C.R. 20220672770) on August 26th, 2022.

STAFF ANALYSIS

As set forth in the attached preliminary plat Council Action Report, the proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the technical requirements of the city's subdivision regulations and engineering standards, and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development. The Final Plat is in substantial conformance with the Preliminary Plat.

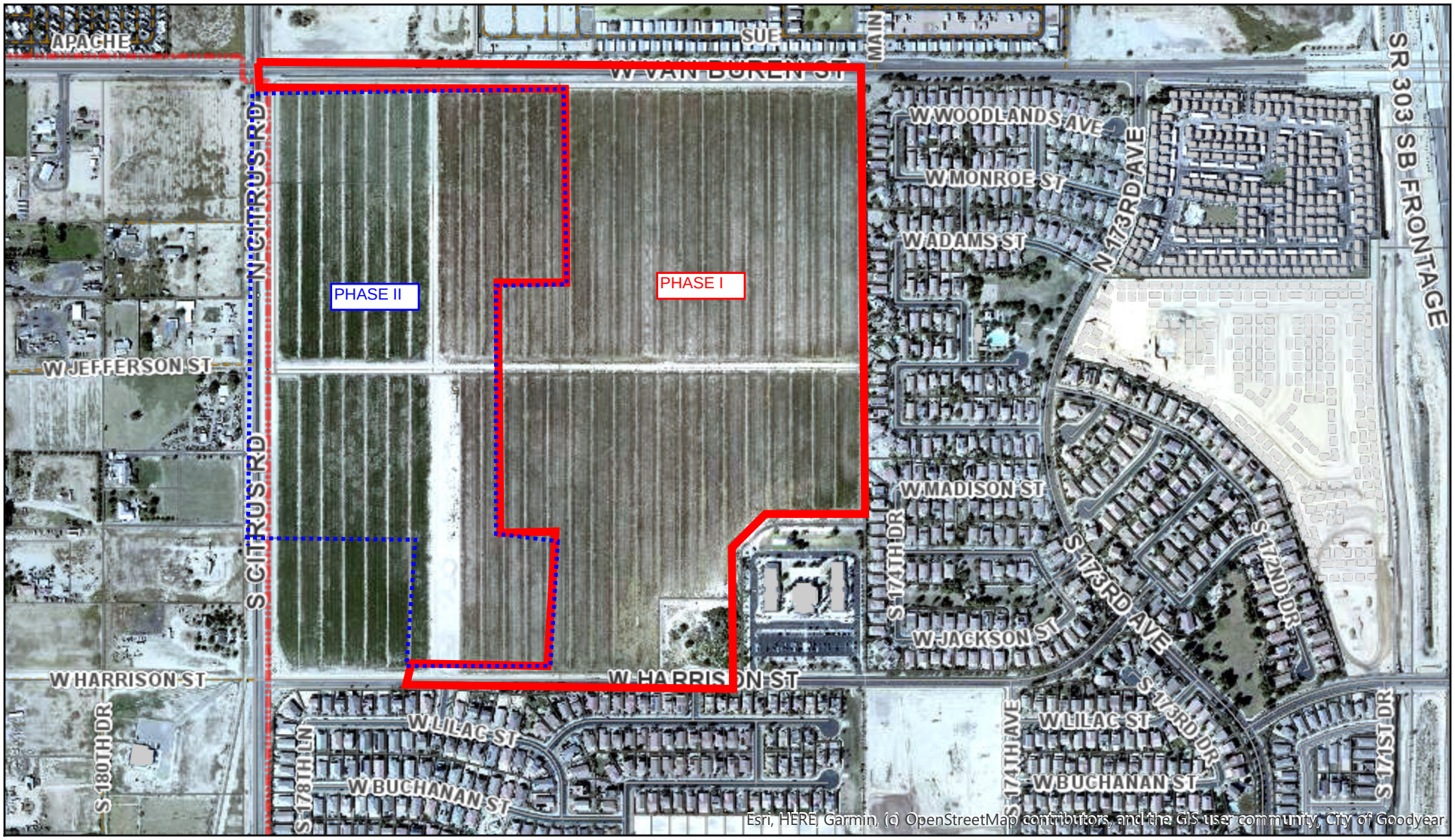
Attachments

Aerial Photo

Final Plat

City of Goodyear

Silva Trails Phase 1



0 0.02 0.04 0.09 0.14 0.18 0.22 0.27 0.31 0.36 mi

Author:

Date Saved: 6/21/2022

Data Source: City of Goodyear

When receiving and using GIS data, the user agrees and acknowledges the following: The City of Goodyear provides geospatial digital data on an "as is" and "as available" basis. The City makes no representations or warranties of any kind, express or implied with respect to the data. The City is not liable for geospatial digital data errors, inaccuracies or omissions and shall be held harmless from and against all damage, loss or liability arising from any use or the results obtained from its use.

SILVA TRAILS AT WEST GOODYEAR – PHASE II
FINAL PLAT

PART OF THE NORTHWEST 1/4, SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN. MARICOPA COUNTY, ARIZONA
GOODYEAR, ARIZONA

DEDICATION
STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOWN ALL MEN BY THESE PRESENTS:

THAT MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF 'SILVA TRAILS AT WEST GOODYEAR", A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID 'SILVA TRAILS AT WEST GOODYEAR", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS "R/W DEDICATED HEREIN" SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION (OWNER) HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITEES NON–EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, W, AND EEE, AND IN LOTS, AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, 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 PERMITTEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. . THE PUBLIC UTILITY EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AND THE SILVA TRAILS COMMUNITY ASSOCIATION, NON–EXCLUSIVE VEHICLE NON ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS 'V.N.A.E." AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NO–ACCESS EASEMENT AREAS") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE VEHICLE NON–ACCESS EASEMENT AREAS. THE VEHICLE NON–ACCESS EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON–ACCESS EASEMENT AREAS.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR NON–EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS B, M, AND P INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM–WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEADWALLS, RETENTION BASINS AND THE LIKE INCLUDED IN THE APPROVED GRADING AND DRAINAGE PLANS (THE "DRAINAGE FACILITIES"). OWNER, AT OWNERS EXPENSE, SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES, MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION, REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY, PREVENTING EROSION, AND PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE "MAINTENANCE WORK").
THE CITY IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNER SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURRS IN PERFORMING ANY MAINTENANCE WORK, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS B, M, AND P.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITEES AN EXCLUSIVE AND PERPETUAL WATER AND WASTEWATER EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT A AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER AND WASTEWATER EASEMENT AREAS"). THE WATER AND WASTEWATER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WASTEWATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER AND WASTEWATER EASEMENT AREAS AND FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES, WATER METERS, HYDRANTS AND APPURTENANCES THERETO THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER AND WASTEWATER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WASTEWATER FACILITIES AND WATER FACULTIES SHALL BE CONSTRUCTED WITHIN THE WATER AND WASTEWATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER AND WASTEWATER EASEMENT AREAS. THE WATER AND WASTEWATER EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE TRACT A.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY, THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE CITY OF GOODYEAR, THIRD PARTIES PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY IN THIS FINAL PLAT, AND FOR USE BY ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES A NON–EXCLUSIVE ACCESS EASEMENT OVER, ACROSS AND THROUGH TRACT A AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSES OF PROVIDING RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS PROVIDING OR PERFORMING GOVERNMENTAL SERVICES, EMERGENCY SERVICES, SERVICES ON BEHALF OF THE CITY OF GOODYEAR, INCLUDING REFUSE COLLECTION, AND/OR PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY OF GOODYEAR IN THIS FINAL PLAT. THE NON–EXCLUSIVE ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACT A.

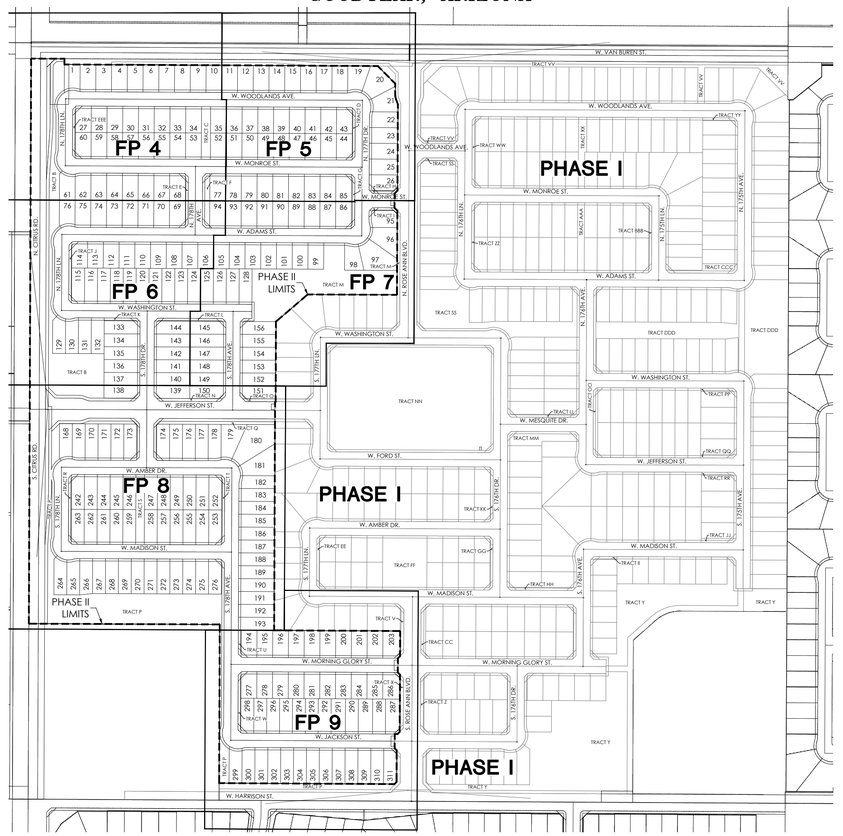
MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY RESERVES THE RIGHT TO CONSTRUCT, REPAIR, REPLACE, AND MAINTAIN NON–POTABLE OR IRRIGATION PIPELINES WITHIN THE PUBLIC UTILITY EASEMENT AREAS, STREETS AND TRACTS FOR THE BENEFIT OF OWNER. SILVA TRAILS COMMUNITY ASSOCIATION AND ITS MEMBERS. SAID RIGHTS SHALL BE SUBJECT TO THE DEDICATIONS AND CONVEYANCES CONTAINED IN THIS FINAL PLAT. THE CONSTRUCTION, REPAIR, REPLACEMENT, AND MAINTENANCE OF NON–POTABLE OR IRRIGATION PIPELINES SHALL REQUIRE APPROVED CONSTRUCTION PLANS AND PERMITS FROM THE CITY OF GOODYEAR, NOT TO BE REASONABLY WITHHELD.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DECLARES TRACTS A, B, C, D, E, F, G, H, I, J, K ,L, M, N, O, P, Q, R, S, T, U, W, AND EEE AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE SILVA TRAILS COMMUNITY ASSOCIATION, AND SUBJECT TO THE COVENANTS, RESERVATION, RESTRICTIONS AND EASEMENTS, SET FORTH HEREIN, CONVEYS TO THE SILVA TRAILS COMMUNITY ASSOCIATION, TRACTS A, B, C, D, E, F, G, H, I, J, K ,L, M, N, O, P, Q, R, S, T, U, W, AND EEE FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

IN WITNESS WHEREOF, MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED
THIS _____ DAY OF _____, 2023.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION

BY: _____
TROY HILL
ITS VICE PRESIDENT OF ENTITLEMENTS



ACKNOWLEDGEMENT OF DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS _____ DAY OF _____, 2023, BY _____, THE _____ OF MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, ON THEIR BEHALF.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

HOMEOWNER'S ASSOCIATION RATIFICATION AND CONSENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

BY THIS RATIFICATION AND CONSENT, SILVA TRAILS COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION HEREBY: (i) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE EASEMENTS DEDICATED TO IN THIS FINAL PLAT; (ii) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS FINAL PLAT; AND (iii) ACCEPTS, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS REFLECTED IN THIS FINAL PLAT, OWNERSHIP OF ALL TRACTS AS SHOWN ON THIS FINAL PLAT, OWNERSHIP OF ALL TRACTS AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

IN WITNESS WHEREOF, THE SILVA TRAILS COMMUNITY ASSOCIATION, HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER
THIS _____ DAY OF _____, 2023.

THE SILVA TRAILS COMMUNITY ASSOCIATION

BY: _____

ITS: _____

HOMEOWNER'S ASSOCIATION

THE PROJECT WILL BE INCORPORATED INTO THE HOMEOWNER'S ASSOCIATION CALLED: "SILVA TRAILS COMMUNITY ASSOCIATION".

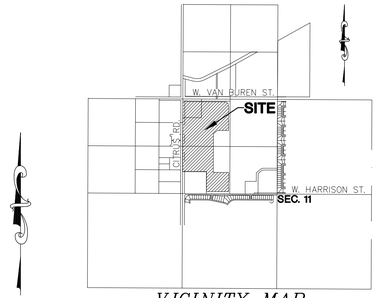
ACKNOWLEDGEMENT OF RATIFICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS _____ DAY OF _____, 2023, BY _____, THE _____ OF THE SILVA TRAILS COMMUNITY ASSOCIATION, ON THEIR BEHALF.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



N.T.S. *VICINITY MAP* N.T.S.

SITE DATA

DESCRIPTION	SQUARE FEET	ACRES
GROSS AREA	2,357,285.76	54.1158
NET AREA	2,239,936.62	51.4219
LOT SIZE (MIN)	45'x 120' / 50' x 120' / 55' x 90'	
TOTAL LOTS	262	
GROSS DENSITY	4.84 DU/AC	
OPEN SPACE	287,214.99	6.5935
% OF GROSS DENSITY	12.18%	
EXISTING ZONING	P.A.D.	
PROPOSED ZONING	R1–4 REDUCED	

UTILITY PROVIDERS

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
GAS	SOUTHWEST GAS
ELECTRIC	APS
CABLE TV/ TELEPHONE	COX

SHEET INDEX

1	COVER SHEET
2	LEGAL & NOTES
3	DETAILS
4–9	PLAT PLAN SHEET

CERTIFICATE OF ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF GOODYEAR, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARIZONA REVISED STATUTE SECTION 45–576.

FLOOD ZONE DESIGNATION

ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL 04013C2130L AND 04013C2135L, DATED OCTOBER 16, 2013, THIS PLAT IS LOCATED IN FLOOD INSURANCE ZONE "X" DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS LESS THAN 1 FOOT, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, ON THE _____ DAY OF _____ , 2023.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

THIS IS TO CERTIFY THAT THE AREA PLATTED HERON IS APPROVED AND LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF GOODYEAR, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY IN ACCORDANCE WITH ARS 45–576.

_____ _____
CITY ENGINEER (STEPHEN SCINTO) DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
REGISTERED LAND SURVEYOR SIGNATURE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G. FRANCETIC
Date Signed
ARIZONA, U.S.A.

DANIEL G. FRANCETIC, RLS
REGISTERED LAND SURVEYOR # 33874
ENTELLUS, INC.
3033 N. 44TH STREET, STE 250
PHOENIX, AZ 85018
PHONE: 602–244–2566
EMAIL: DFRANCETIC@ENTELLUS.COM

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

Entellus™
3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Phone 602.244.2566
Fax 602.244.8947
Website: www.entellus.com

SURVEYOR:
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G. FRANCETIC
Date Signed
ARIZONA, U.S.A.

VERSIONS:

X	DATE	DESCRIPTION
1	11/02/21	INITIAL SUBMITTAL TO CITY OF GOODYEAR
2	5/27/22	2ND SUBMITTAL TO CITY OF GOODYEAR
3	10/21/22	3RD SUBMITTAL TO CITY OF GOODYEAR
4	03/01/23	4TH SUBMITTAL TO CITY OF GOODYEAR
5	06/07/23	FINAL PLAT

MERITAGE HOMES
SILVA TRAILS AT WEST GOODYEAR - PHASE II
GOODYEAR, AZ 85042

FINAL PLAT COVER

DESIGN:	JME
DRAFTED:	JME
QA/QC:	DGF
AS–BUILT #:	----
ENT. PROJ #:	728004A
SHEET:	FP 1 OF: 9

LEGAL DESCRIPTION

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

COMMENCING AT A FOUND MARICOPA COUNTY HIGHWAY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HAND HOLE AT THE NORTHWEST CORNER OF SAID SECTION 11, FROM WHICH A FOUND MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HAND HOLE AT THE WEST QUARTER CORNER OF SAID SECTION 11 BEARS SOUTH 00 DEGREES 13 MINUTES 52 SECONDS WEST A DISTANCE OF 2643.34 FEET, SAID LINE BEING THE WEST LINE OF SAID NORTHWEST QUARTER AND THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SAID SECTION 11, SOUTH 89 DEGREES 42 MINUTES 39 SECONDS EAST A DISTANCE OF 116.42 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 17 MINUTES 21 SECONDS WEST A DISTANCE OF 55.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF VAN BUREN STREET AS DESCRIBED IN THE MARICOPA COUNTY RECORDER'S (MCR) BOOK 15 OF ROAD MAPS, PAGE 81, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 17 MINUTES 21 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 75.00 FEET DISTANT FROM SAID NORTH LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89 DEGREES 42 MINUTES 39 SECONDS EAST A DISTANCE OF 1,094.84 FEET TO A POINT;

THENCE SOUTH 44 DEGREES 42 MINUTES 42 SECONDS EAST A DISTANCE OF 86.70 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 17 MINUTES 14 SECONDS WEST A DISTANCE OF 37.52 FEET TO A POINT ON A TANGENT CURVE TO THE LEFT BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 47.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 00 MINUTES 00 SECONDS AN ARC DISTANCE OF 16.41 FEET TO A POINT;

THENCE SOUTH 19 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 19.72 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 17 MINUTES 14 SECONDS WEST A DISTANCE OF 301.62 FEET TO A POINT;

THENCE SOUTH 45 DEGREES 17 MINUTES 14 SECONDS WEST A DISTANCE OF 14.14 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 17 MINUTES 14 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT;

THENCE SOUTH 44 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 14.14 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 17 MINUTES 14 SECONDS WEST A DISTANCE OF 294.05 FEET TO A POINT;

THENCE NORTH 89 DEGREES 46 MINUTES 51 SECONDS WEST A DISTANCE OF 311.84 FEET TO A POINT;

THENCE SOUTH 49 DEGREES 27 MINUTES 16 SECONDS WEST A DISTANCE OF 145.80 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 13 MINUTES 52 SECONDS WEST A DISTANCE OF 280.00 FEET TO A POINT;

THENCE NORTH 89 DEGREES 46 MINUTES 08 SECONDS WEST A DISTANCE OF 2.03 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 13 MINUTES 52 SECONDS WEST A DISTANCE OF 798.93 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 41 MINUTES 01 SECOND EAST A DISTANCE OF 440.14 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 18 MINUTES 59 SECONDS WEST A DISTANCE OF 87.77 FEET TO A POINT;

THENCE SOUTH 45 DEGREES 18 MINUTES 59 SECONDS WEST A DISTANCE OF 10.23 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 18 MINUTES 59 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT;

THENCE SOUTH 44 DEGREES 41 MINUTES 01 SECOND EAST A DISTANCE OF 10.78 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 18 MINUTES 59 SECONDS WEST A DISTANCE OF 199.75 FEET TO A POINT;

THENCE SOUTH 45 DEGREES 18 MINUTES 59 SECONDS WEST A DISTANCE OF 10.78 FEET TO A POINT;

THENCE NORTH 89 DEGREES 41 MINUTES 01 SECOND WEST A DISTANCE OF 9.58 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 18 MINUTES 59 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT;

THENCE SOUTH 44 DEGREES 41 MINUTES 01 SECOND EAST A DISTANCE OF 9.90 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 18 MINUTES 59 SECONDS WEST A DISTANCE OF 110.86 FEET TO A POINT;

THENCE SOUTH 45 DEGREES 18 MINUTES 59 SECONDS WEST A DISTANCE OF 10.10 FEET TO A POINT ON A LINE PARALLEL WITH AND 60.00 FEET DISTANT FROM THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 89 DEGREES 41 MINUTES 01 SECOND WEST A DISTANCE OF 612.39 FEET TO A POINT ON A LINE PARALLEL WITH AND 667.00 FEET DISTANT FROM SAID WEST LINE;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 00 DEGREES 13 MINUTES 52 SECONDS EAST A DISTANCE OF 554.49 FEET TO A POINT;

THENCE NORTH 89 DEGREES 46 MINUTES 08 SECONDS WEST A DISTANCE OF 667.00 FEET TO A POINT ON SAID WEST LINE OF THE NORTHWEST QUARTER;

THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 13 MINUTES 52 SECONDS EAST A DISTANCE OF 1,974.84 FEET TO A POINT ON SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF VAN BUREN STREET;

THENCE ALONG SAID EXISTING SOUTH RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 42 MINUTES 39 SECONDS EAST A DISTANCE OF 116.37 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2,357,286 SQUARE FEET, OR 54.116 ACRES, MORE OR LESS.

BENCHMARKS

GDACS PT # 50735-1 (ENTELLUS PT # 601)
MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT)
BRASS CAP IN HAND HOLE AT THE INTERSECTION OF CITRUS ROAD AND HARRISON STREET.
ELEVATION = 989.465 (NAVD88 DATUM-BASIS OF SURVEY)

GDACS PT # 50723-1 (ENTELLUS PT # 602)
MARICOPA COUNTY HIGHWAY DEPARTMENT (MCHD) BRASS CAP IN HAND HOLE AT THE INTERSECTION OF CITRUS ROAD AND VAN BUREN STREET.
ELEVATION = 1001.416 (NAVD88 DATUM-LEVEL VERIFIED)

GDACS PT # 50722-1 (ENTELLUS PT #603)
MARICOPA COUNTY HIGHWAY DEPARTMENT (MCHD) BRASS CAP IN HAND HOLE AT THE INTERSECTION OF 175TH AVENUE AND VAN BUREN STREET.
ELEVATION = 997.422 (NAVD88 DATUM-LEVEL VERIFIED)

BASIS OF BEARINGS

THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, BASED ON THE NORTH AMERICAN DATUM OF 1983 (2011), EPOCH 2010.00. NO ROTATION APPLIED.

TWO-POINT METHOD:
THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN.
BEARING = NORTH 00 DEGREES 13 MINUTES 52 SECONDS EAST

OWNER/DEVELOPER

MERITAGE HOMES CONSTRUCTION, INC.
8800 EAST RAINTREE DRIVE, SUITE 300
SCOTTSDALE, AZ 85260
PHONE: 480-515-8100
CONTACT: TROY HILL
EMAIL: TROY.HILL@MERITAGEHOMES.COM

CIVIL ENGINEER

ENTELLUS, INC
3033 N. 44TH STREET, STE 250
PHOENIX, AZ 85018
PHONE: 602-244-2566
CONTACT: MICHAEL R. GLEASON, P.E.
EMAIL: MGLEASON@ENTELLUS.COM

LAND SURVEYOR

ENTELLUS INC.
3303 N. 44TH ST. SUITE 250
PHOENIX, AZ 85018
PHONE: 602-244-2566
CONTACT: DAN FRANCETIC, RLS
EMAIL: DFRANCETIC@ENTELLUS.COM

NOTES

1. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.
2. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
3. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED AND NO VEGETATION SHALL BE PLANTED OR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
4. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
   A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE, BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT ON ALL CRACKS AND JOINTS AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
   D. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   E. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
5. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
   A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING INSECT AND PEST CONTROL, RESEEDING, REPLACEMENT AND ALL OTHER MEASURES TO ENSURE GOOD NORMAL GROWTH.
   D. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND IS AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2 INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2 INCHES.
   E. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREAS SHALL BE ALIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
   F. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.
6. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF 3 FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 7 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.
7. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORM WATER MANAGEMENT ON A PROPERTY.
8. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.
9. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND FROM THE PROPOSED LOOP 303.
10. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
11. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND. (EXCEPTIONS WILL BE NOTED).
12. ALL LOT CORNERS SHALL BE MONUMENTED WITH HALF-INCH REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
13. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
14. THE STREETS IN TRACT A ARE PRIVATE STREETS, TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION (HOA). AFTER HIS PLAT IS RECORDED, THE CITY OF GOODYEAR WILL NOT ACCEPT DEDICATION OF THE STREET MAINTENANCE RESPONSIBILITIES UNLESS ALL STREET IMPROVEMENTS AND RIGHT-OF-WAY MEET CURRENT APPLICABLE CITY STANDARDS.
15. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOA.
16. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT AND/OR PUE.
17. ALL CORNER LOTS AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES. (LOTS 26, 27, 43, 44, 60, 68, 69, 77, 85, 86, 94, 95, 114, 115, 133, 138, 139, 144, 145, 150, 151, 156, 173, 174, 194, 203, 242, 252, 253, 263, 276, 277, 286, 287, 298, 311). NOTED WITH AN "*"
18. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION. (LOTS 26, 27, 43, 44, 60, 68, 69, 77, 85, 86, 94, 95, 114, 115, 133, 138, 139, 144, 145, 150, 151, 156, 173, 174, 194, 203, 242, 252, 253, 263, 276, 277, 286, 287, 298, 311). NOTED WITH A "$"
19. AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS. (LOTS 25, 53, 107, 120, 121, 187, 188, 247). NOTED WITH AN "* *"
20. ALL ONSITE AND OFFSITE INFRASTRUCTURE IMPROVEMENTS THAT WILL SERVE THE PROPERTY SHALL BE CONSTRUCTED PURSUANT TO THE APPROVED PLANS IN ONE PHASE.
21. DECORATIVE PAVERS WILL BE INSTALLED WITHIN THE DRIVEWAYS OF ALL 45-FOOT WIDE LOTS.

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SURVEYOR:

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G. FRANCETIC
ARIZONA, U.S.A.

VERSIONS:

X	DATE	DESCRIPTION
1	11/02/21	INITIAL SUBMITTAL TO CITY OF GOODYEAR
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5	06/07/23	FINAL PLAT

MERITAGE HOMES
SILVA TRAILS AT WEST GOODYEAR - PHASE II
GOODYEAR, AZ 85042

FINAL PLAT LEGAL AND NOTES

DESIGN:	JME
DRAFTED:	JME
QA/QC:	DGF
AS-BUILT #:	----
ENT. PROJ #:	728004A
SHEET: FP	2 OF: 9

TRACT AREA TABLE

TRACT	AREA(SF)	AREA(AC)	USE	OWNER/MAINTENANCE
TRACT A	519131.47	11.9176	PRIVATE ROADWAY TRACT, EMERGENCY AND GOVERNMENT SERVICE ACCESS, WATER AND WASTEWATER, TRASH COLLECTION (PASSIVE)	S.T.C.A.
TRACT B	68971.43	1.5834	LANDSCAPE, OPEN SPACE, DRAINAGE, PUE (PASSIVE)	S.T.C.A.
TRACT C	5888.00	0.1352	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT D	1700.00	0.0390	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT E	1760.00	0.0404	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT F	4685.83	0.1076	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT G	2056.38	0.0472	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT H	934.00	0.0214	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT I	934.00	0.0214	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT J	2020.00	0.0464	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT K	1180.00	0.0271	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT L	2360.00	0.0542	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT M	64547.23	1.4818	LANDSCAPE, OPEN SPACE, DRAINAGE, PUE (PASSIVE)	S.T.C.A.
TRACT N	2200.00	0.0505	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT O	1100.00	0.0253	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT P	100904.27	2.3164	LANDSCAPE, OPEN SPACE, DRAINAGE, PUE (PASSIVE)	S.T.C.A.
TRACT Q	9463.85	0.2173	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT R	2300.00	0.0528	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT S	7320.00	0.1680	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT T	2300.00	0.0528	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT U	880.00	0.0202	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT W	2010.00	0.0461	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT EEE	1700.00	0.0390	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TOTAL	806346.46	18.5112		

OWNER ABBREVIATION
S.T.C.A. = SILVA TRAILS COMMUNITY ASSOCIATION

BOUNDARY AREA TABLE

BDRY	AREA(SF)	AREA(AC)
PH II BDRY	2357285.76	54.1158

COG RIGHT-OF-WAY TABLE

R/W	AREA(SF)	AREA(AC)	USE
COG R/W	117,349.14	2.6940	PUBLIC ROADS

LEGEND

- PROPERTY BOUNDARY
- RIGHT OF WAY LINE
- CENTER LINE
- EASEMENT (ESMT)
- LOT LINE
- 1' VEHICLE NO ACCESS EASEMENT (V.N.A.E.)
- SIGHT VISIBILITY EASEMENT (S.V.E.)
- LOT CORNER
- PROPERTY CORNER–SET 1/2" REBAR W/CAP "RLS 33874"
- MONUMENT
- FOUND BCFL
- FOUND BCHH
- CALCULATED POSITION
- CL — CENTER LINE
- BSL — BUILDING SETBACK LINE
- L= — CURVE LENGTH
- POB — POINT OF BEGINNING
- PUE — PUBLIC UTILITY ESMT
- R/W — RIGHT OF WAY
- SVE — SIGHT VISIBILITY EASEMENT
- GLO — GENERAL LAND OFFICE
- $ — LOCATE DRIVEWAY FURTHEST FROM THE STREET INTERSECTION
- * — SINGLE–STORY STRUCTURES
- * * — AVOID HEADLIGHT INTRUSION

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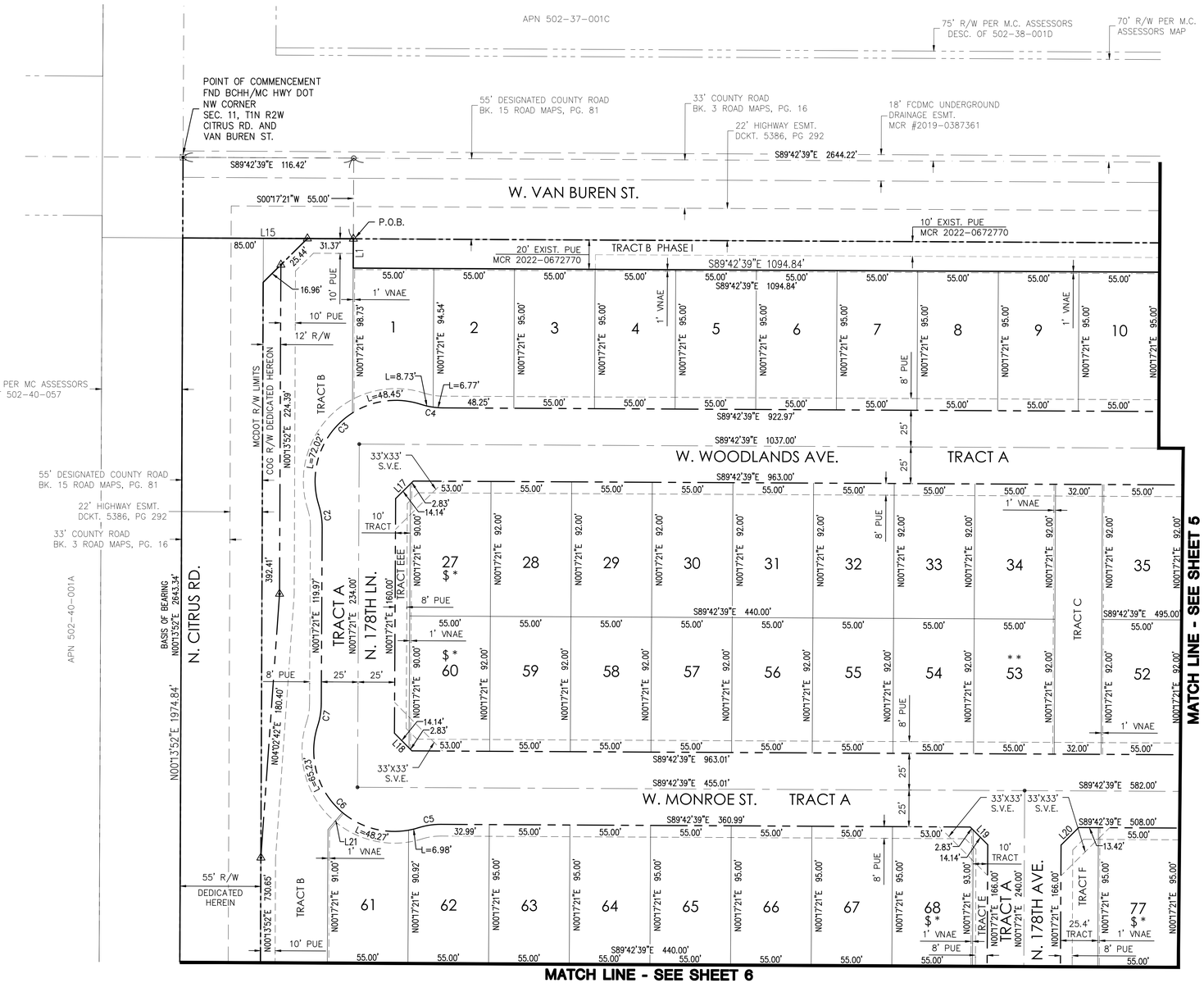
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MERITAGE HOMES
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GOODYEAR, AZ 85042

FINAL PLAT DETAILS

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AS–BUILT #:	----
ENT. PROJ #:	728004A
SHEET: FP	3 OF: 9



40 20 0 40 80

SCALE: 1"= 40

LINE TABLE		
#	LENGTH	BEARING
L1	20.00'	S00°17'21"W
L15	116.37'	S89°42'39"E
L17	16.97'	N45°17'21"E
L18	16.97'	S44°42'39"E
L19	16.97'	S44°42'39"E
L20	16.97'	N45°17'21"E
L21	15.29'	S40°05'23"W

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C2	15.49'	50.00'	7.81'	17°45'10"
C3	120.48'	55.00'	106.80'	125°30'20"
C4	15.49'	50.00'	7.81'	17°45'10"
C5	15.49'	50.00'	7.81'	17°45'10"
C6	120.48'	55.00'	106.80'	125°30'20"
C7	15.49'	50.00'	7.81'	17°45'10"

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
1	5079.59	0.1166
2	5223.97	0.1199
3	5225.00	0.1199
4	5225.00	0.1199
5	5225.00	0.1199
6	5225.00	0.1199
7	5225.00	0.1199
8	5225.00	0.1199
9	5225.00	0.1199
10	5225.00	0.1199
27	5058.00	0.1161
28	5060.00	0.1162
29	5060.00	0.1162
30	5060.00	0.1162
31	5060.00	0.1162
32	5060.00	0.1162
33	5060.00	0.1162
34	5060.00	0.1162
35	5060.00	0.1162
52	5060.00	0.1162
53	5060.00	0.1162
54	5060.00	0.1162
55	5060.00	0.1162
56	5060.00	0.1162
57	5060.00	0.1162
58	5060.00	0.1162
59	5060.00	0.1162
60	5058.00	0.1161
61	5162.17	0.1185
62	5190.65	0.1192
63	5225.00	0.1199
64	5225.00	0.1199
65	5225.00	0.1199
66	5225.00	0.1199
67	5225.00	0.1199
68	5223.00	0.1199
77	5225.00	0.1199

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CERTIFICATE NO.
33874
DANIEL G. FRANCETIC
09/30 Expires
ARIZONA, U.S.A.

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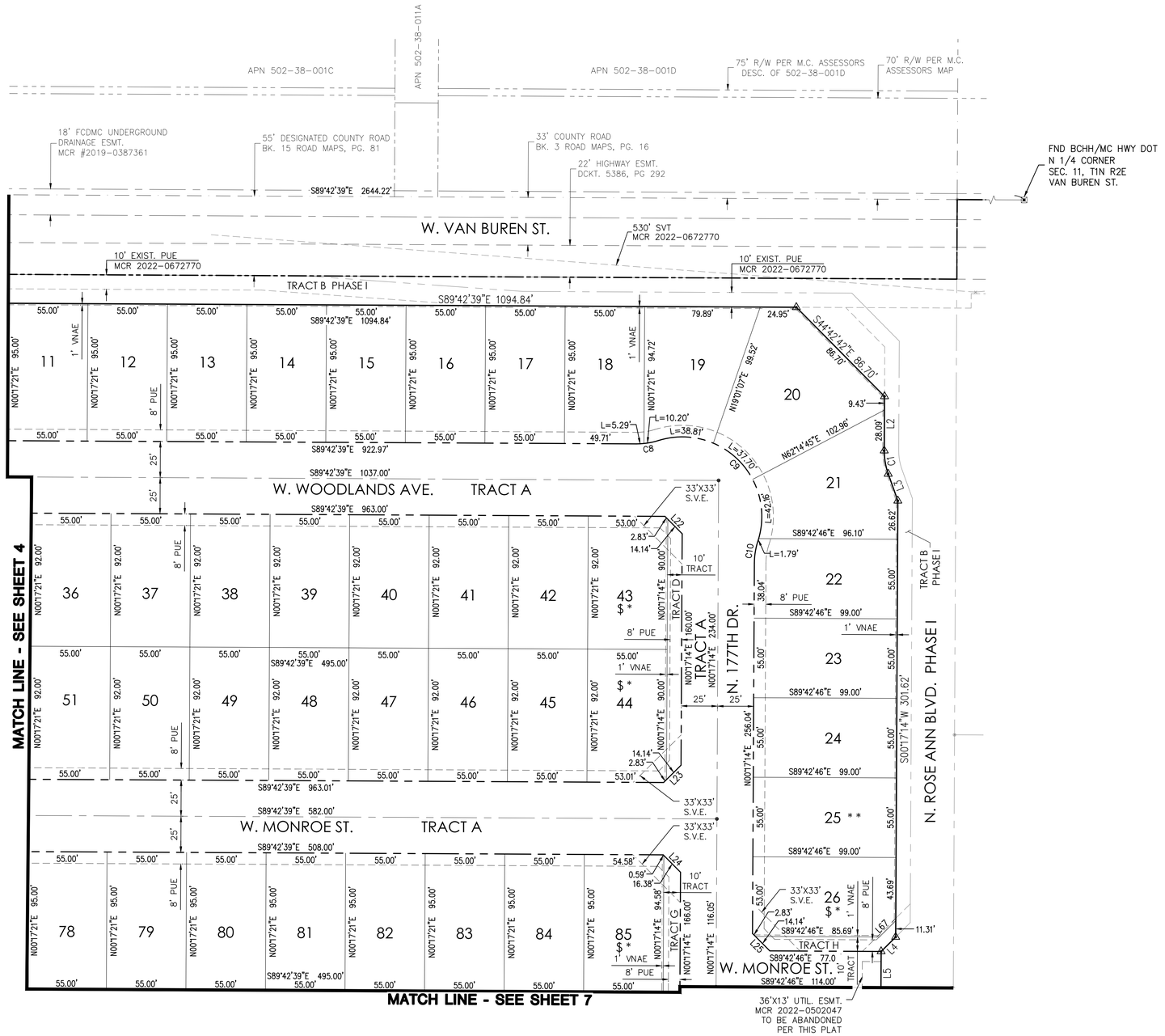
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MERITAGE HOMES
SILVA TRAILS AT WEST GOODYEAR - PHASE II
GOODYEAR, AZ 85042

FINAL PLAT

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ENT. PROJ #:	728004A
SHEET: FP	4 OF: 9



40 20 0 40 80

SCALE: 1"= 40

LINE TABLE		
#	LENGTH	BEARING
L2	37.52'	S00°17'14"W
L3	19.72'	S19°42'46"E
L4	14.14'	S45°17'14"W
L5	50.00'	S00°17'14"W
L22	16.97'	S44°42'42"E
L23	16.97'	N45°17'18"E
L24	16.97'	S44°42'42"E
L25	16.97'	S44°42'46"E
L67	16.00'	S45°17'14"W

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C1	16.41'	47.00'	8.29'	20°00'00"
C8	15.49'	50.00'	7.81'	17°45'10"
C9	120.47'	55.00'	106.80'	125°30'13"
C10	15.49'	50.00'	7.81'	17°45'10"

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
11	5225.00	0.1199
12	5225.00	0.1199
13	5225.00	0.1199
14	5225.00	0.1199
15	5225.00	0.1199
16	5225.00	0.1199
17	5225.00	0.1199
18	5224.51	0.1199
19	5902.69	0.1355
20	8079.82	0.1855
21	6102.62	0.1401
22	5428.47	0.1246
23	5445.00	0.1250
24	5445.00	0.1250
25	5445.00	0.1250
26	5379.00	0.1235
36	5060.00	0.1162
37	5060.00	0.1162
38	5060.00	0.1162
39	5060.00	0.1162
40	5060.00	0.1162
41	5060.00	0.1162
42	5060.00	0.1162
43	5058.15	0.1161
44	5058.44	0.1161
45	5060.00	0.1162
46	5060.00	0.1162
47	5060.00	0.1162
48	5060.00	0.1162
49	5060.00	0.1162
50	5060.00	0.1162
51	5060.00	0.1162
78	5225.00	0.1199
79	5225.00	0.1199
80	5225.00	0.1199
81	5225.00	0.1199
82	5225.00	0.1199
83	5225.00	0.1199
84	5225.00	0.1199
85	5225.07	0.1200

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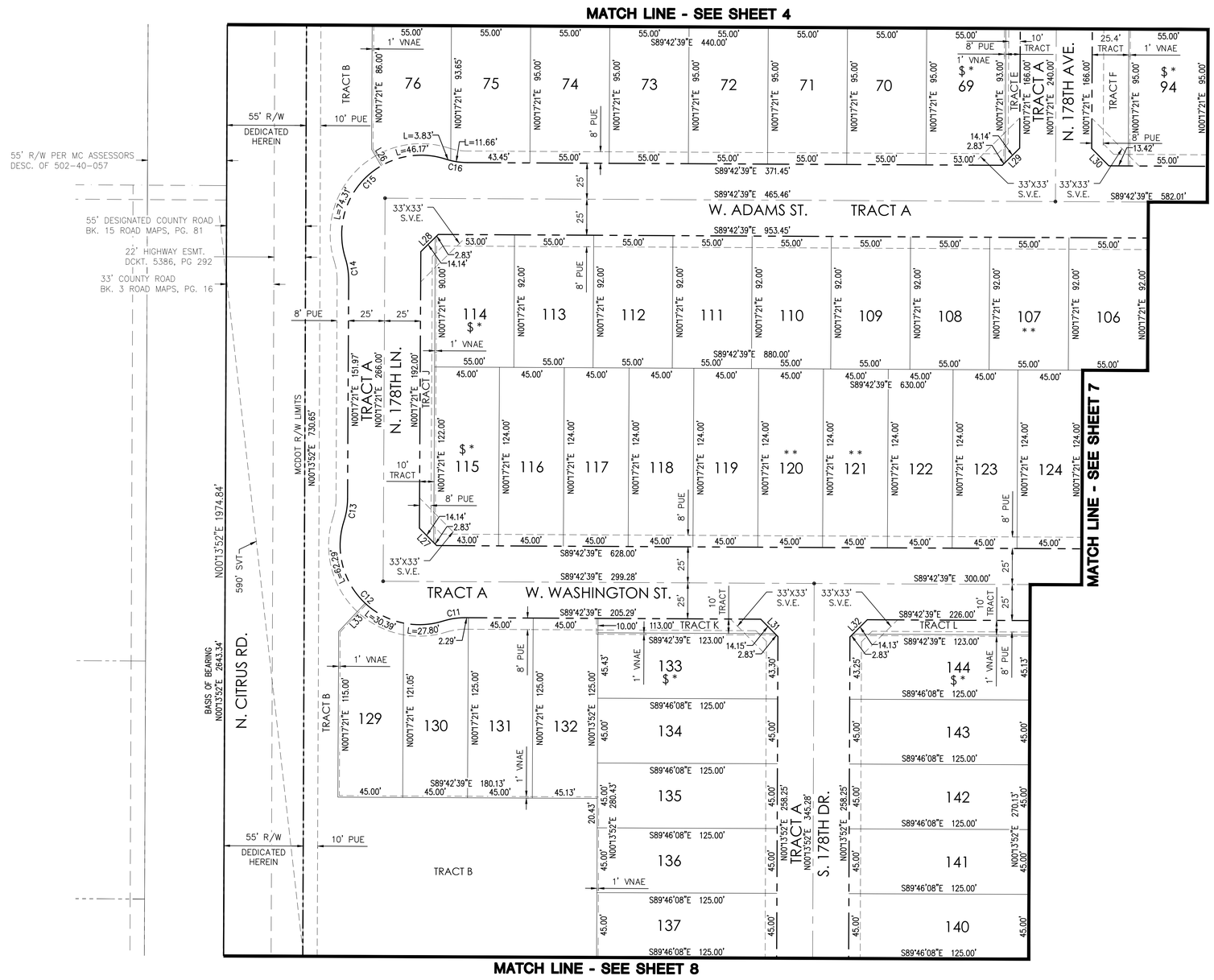
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GOODYEAR, AZ 85042

FINAL PLAT

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SHEET:	FP 5 OF: 9



40 20 0 40 80
SCALE: 1"= 40

LINE TABLE		
#	LENGTH	BEARING
L26	13.37'	S30°03'20"E
L27	16.97'	S44°42'39"E
L28	16.97'	N45°17'21"E
L29	16.97'	N45°17'21"E
L30	16.97'	S44°42'39"E
L31	16.98'	S44°44'24"E
L32	16.96'	N45°15'36"E
L33	26.86'	S43°09'24"W

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C11	15.49'	50.00'	7.81'	17°45'10"
C12	120.48'	55.00'	106.80'	125°30'20"
C13	15.49'	50.00'	7.81'	17°45'10"
C14	15.49'	50.00'	7.81'	17°45'10"
C15	120.48'	55.00'	106.80'	125°30'20"
C16	15.49'	50.00'	7.81'	17°45'10"

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
69	5223.00	0.1199
70	5225.00	0.1199
71	5225.00	0.1199
72	5225.00	0.1199
73	5225.00	0.1199
74	5225.00	0.1199
75	5219.82	0.1198
76	5055.85	0.1161
94	5225.00	0.1199
106	5060.00	0.1162
107	5060.00	0.1162
108	5060.00	0.1162
109	5060.00	0.1162
110	5060.00	0.1162
111	5060.00	0.1162
112	5060.00	0.1162
113	5060.00	0.1162
114	5058.00	0.1161
115	5578.00	0.1281
116	5580.00	0.1281
117	5580.00	0.1281
118	5580.00	0.1281
119	5580.00	0.1281
120	5580.00	0.1281
121	5580.00	0.1281
122	5580.00	0.1281
123	5580.00	0.1281
124	5580.00	0.1281
129	5656.96	0.1299
130	5493.93	0.1261
131	5625.00	0.1291
132	5632.93	0.1293
133	5669.00	0.1301
134	5625.00	0.1291
135	5625.00	0.1291
136	5625.00	0.1291
137	5625.00	0.1291
140	5625.00	0.1291
141	5625.00	0.1291
142	5625.00	0.1291
143	5625.00	0.1291
144	5646.79	0.1296

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Date Signed 6/6/23
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SHEET:	FP 6 OF 9



40 20 0 40 80

SCALE: 1"= 40

LINE TABLE		
#	LENGTH	BEARING
L5	50.00'	S00°17'14"W
L6	14.14'	S44°42'46"E
L35	16.97'	N45°17'18"E
L36	16.97'	N45°17'14"E
L37	16.98'	S44°44'24"E
L38	16.96'	N45°15'36"E
L39	28.69'	S89°42'39"E
L40	50.00'	N00°17'21"E
L68	16.00'	N44°42'46"W

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C17	15.49'	50.00'	7.81'	17°45'10"
C18	120.48'	55.00'	106.81'	125°30'27"
C19	15.49'	50.00'	7.81'	17°45'10"

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
86	5225.38	0.1200
87	5225.00	0.1199
88	5225.00	0.1199
89	5225.00	0.1199
90	5225.00	0.1199
91	5225.00	0.1199
92	5225.00	0.1199
93	5225.00	0.1199
95	5718.04	0.1313
96	7305.22	0.1677
97	10317.97	0.2369
98	5273.94	0.1211
99	5060.00	0.1162
100	5060.00	0.1162
101	5060.00	0.1162
102	5060.00	0.1162
103	5060.00	0.1162
104	5060.00	0.1162
105	5060.00	0.1162
125	5580.00	0.1281
126	5580.00	0.1281
127	5580.00	0.1281
128	5580.00	0.1281
145	5630.93	0.1293
146	5625.00	0.1291
147	5625.00	0.1291
148	5625.00	0.1291
149	5625.00	0.1291
152	5625.00	0.1291
153	5625.00	0.1291
154	5625.00	0.1291
155	5625.00	0.1291
156	5622.90	0.1291

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G. FRANCETIC
Date Signed 6/30/23
ARIZONA, U.S.A.

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GOODYEAR, AZ 85042

FINAL PLAT

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DESIGN:	JME
DRAFTED:	JME
QA/QC:	DGF
AS-BUILT #:	----
ENT. PROJ #:	728004A
SHEET:	FP 7 OF: 9

MATCH LINE - SEE SHEET 6

MATCH LINE - SEE SHEET 7

MATCH LINE - SEE SHEET 9

SCALE: 1"= 40

N. CITRUS RD.

S. 178TH LN.

S. 178TH AVE.

W. JEFFERSON ST.

W. AMBER DR.

W. MADISON ST.

TRACT A

TRACT B

TRACT N

TRACT O

TRACT O PHASE I

TRACT P

TRACT Q

TRACT Q PHASE I

TRACT R

TRACT S

TRACT T

MCDOT R/W LIMITS
COG R/W DEDICATED HEREON

12' R/W

BASIS OF BEARING
N00°13'52"E 2643.34'

N00°13'52"E 1974.84'

20'X13' WATER ESMT.
MCR 2022-0502045
TO BE ABANDONED
PER THIS PLAT

55' R/W
DEDICATED
HEREIN

55' R/W PER MC ASSESSORS
DESC. OF 502-40-057

55' DESIGNATED COUNTY ROAD
BK. 15 ROAD MAPS, PG. 81

22' HIGHWAY ESMT.
DCKT. 5386, PG 292

33' COUNTY ROAD
BK. 3 ROAD MAPS, PG. 16

FND BCHH/MC DOT
W 1/4 CORNER
SEC. 11, T1N R2E
CITRUS RD. AND
HARRISON ST.

CITY OF GOODYEAR
APN #502-39-010C
ZONING: PAD

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
138	5575.00	0.1280
139	5575.00	0.1280
150	5575.00	0.1280
151	5575.00	0.1280
168	5581.82	0.1281
169	5703.17	0.1309
170	5715.00	0.1312
171	5715.00	0.1312
172	5715.00	0.1312
173	5708.50	0.1310
174	5708.50	0.1310
175	5715.00	0.1312
176	5715.00	0.1312
177	5715.00	0.1312
178	5691.84	0.1307
179	7884.35	0.1810
180	13536.45	0.3108
181	8975.78	0.2061
182	5552.34	0.1275
183	5625.00	0.1291
184	5625.00	0.1291
185	5625.00	0.1291
186	5625.00	0.1291
187	5625.00	0.1291
188	5625.00	0.1291
189	5625.00	0.1291
190	5625.00	0.1291
191	5625.00	0.1291
192	5625.00	0.1291
193	5636.65	0.1294
242	5488.00	0.1260
243	5490.00	0.1260
244	5490.00	0.1260

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
245	5490.00	0.1260
246	5490.00	0.1260
247	5490.00	0.1260
248	5490.00	0.1260
249	5490.00	0.1260
250	5490.00	0.1260
251	5490.00	0.1260
252	5490.00	0.1260
253	5490.00	0.1260
254	5490.00	0.1260
255	5490.00	0.1260
256	5490.00	0.1260
257	5490.00	0.1260
258	5490.00	0.1260
259	5490.00	0.1260
260	5490.00	0.1260
261	5490.00	0.1260
262	5490.00	0.1260
263	5488.00	0.1260
264	5773.49	0.1325
265	5598.80	0.1285
266	5597.38	0.1285
267	5490.00	0.1260
268	5490.00	0.1260
269	5490.00	0.1260
270	5490.00	0.1260
271	5490.00	0.1260
272	5490.00	0.1260
273	5490.00	0.1260
274	5490.00	0.1260
275	5490.00	0.1260
276	5488.00	0.1260

LINE TABLE		
#	LENGTH	BEARING
L7	2.03'	N89°46'08"W
L41	46.67'	S44°46'08"E
L42	21.49'	S69°46'08"E
L43	28.28'	N45°13'52"E
L44	28.28'	S44°46'08"E
L45	28.28'	N45°13'52"E
L46	28.28'	S44°46'08"E
L47	46.67'	N45°13'52"E
L48	21.49'	N70°13'52"E
L49	28.28'	S44°46'08"E
L50	28.28'	N45°13'52"E
L51	16.97'	N45°13'52"E
L52	16.97'	N45°13'52"E

LINE TABLE		
#	LENGTH	BEARING
L53	16.97'	S44°46'08"E
L54	16.97'	S44°46'08"E
L55	12.95'	S28°47'29"E
L56	16.97'	S44°46'08"E
L57	16.97'	N45°13'52"E
L58	16.97'	S44°46'08"E
L59	16.97'	N44°14'00"E
L60	0.15'	S45°13'52"W
L61	4.24'	N44°46'08"W
L62	4.24'	S45°13'52"W
L63	20.22'	N88°34'43"W
L70	10.00'	N00°13'52"E

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C20	12.92'	37.00'	6.52'	20°00'00"
C21	12.92'	37.00'	6.52'	20°00'00"
C25	15.49'	50.00'	7.81'	17°45'10"
C26	120.48'	55.00'	106.80'	125°30'20"
C27	15.49'	50.00'	7.81'	17°45'10"
C28	15.49'	50.00'	7.81'	17°45'10"
C29	120.48'	55.00'	106.80'	125°30'20"
C30	15.49'	50.00'	7.81'	17°45'10"
C31	15.49'	50.00'	7.81'	17°45'10"
C32	120.48'	55.00'	106.80'	125°30'20"
C33	15.49'	50.00'	7.81'	17°45'10"

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MERITAGE HOMES
SILVA TRAILS AT WEST GOODYEAR - PHASE II
GOODYEAR, AZ 85042

FINAL PLAT

DESIGN:	JME
DRAFTED:	JME
QA/QC:	DGF
AS-BUILT #:	----
ENT. PROJ #:	728004A
SHEET:	FP 8 OF: 9

40 20 0 40 80
SCALE: 1"= 40

W. MADISON ST. PHASE I

MATCH LINE - SEE SHEET 8

S89°41'01"E 440.14'

S89°41'01"E 565.14'

S89°41'01"E 545.77'

S89°41'01"E 582.73'

W. MORNING GLORY ST. TRACT A

S89°41'01"E 545.70'

S89°41'01"E 555.18'

S89°41'01"E 535.79'

S89°41'01"E 572.76'

W. JACKSON ST. TRACT A

S89°41'01"E 515.78'

N89°41'01"W 612.39'

S89°41'01"E 2644.77'

W. HARRISON ST. PHASE I

TRACT A
S. 178TH AVE.
N00°13'52"E 265.00'
TRACT W

TRACT U
N00°13'52"E 563.72'
N00°13'52"E 392.70'
N00°13'52"E 592.72'
83.00'

TRACT V PHASE I
S00°18'59"W 87.77'

TRACT X PHASE I
S00°18'59"W 114.37'

TRACT P PHASE I
S00°18'59"W 110.86'

S. ROSE ANN BLVD. PHASE I
S00°18'59"W 199.75'

TRACT P
N00°13'52"E 554.49'

S. CITRUS RD.

CITY OF GOODYEAR
APN #502-39-010C
ZONING: PAD

BASIS OF BEARING
N00°13'52"E 2643.34'

194 $* | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 | 203 $*
277 $* | 278 | 279 | 280 | 281 | 282 | 283 | 284 | 285 | 286 $*
298 $* | 297 | 296 | 295 | 294 | 293 | 292 | 291 | 290 | 289 | 288 | 287 $*
299 | 300 | 301 | 302 | 303 | 304 | 305 | 306 | 307 | 308 | 309 | 310 | 311 $*

8' PUE
15' TRACT
10' TRACT
1' VNAE
33'X33' S.V.E.
25'
667.00'
60'
L=14.46'
L=43.88'
L=2.06'
C34
C35
C36

L8 S45°18'59"W 10.23'
L9 S00°18'59"W 50.00'
L10 S44°41'01"E 10.78'
L11 S45°18'59"W 10.78'
L12 N89°41'01"W 9.58'
L13 S44°41'01"E 9.90'
L14 S45°18'59"W 10.10'
L64 S44°43'35"E 16.98'
L65 N45°16'25"E 16.96'
L66 S44°43'35"E 16.98'
L69 S30°25'13"W 5.22'

36'X13' UTIL. ESMT. MCR 2022-0502046 TO BE ABANDONED PER THIS PLAT

36'X13' UTIL. ESMT. MCR 2022-0502044 TO BE ABANDONED PER THIS PLAT

10' EXIST. PUE MCR 2022-0672770

30' EXIST. R/W MCR 2022-0672770

500' SVT MCR 2022-0672770

30' R/W OF WAY DEDICATED BY SEPARATE INSTRUMENT MCR 2022-0631011

30' ROW PER BK. 906 ROAD MAPS, PG. 2 & BK 1085 PG 3

FND BCHH/MC DOT W 1/4 CORNER SEC. 11, T1N R2E CITRUS RD. AND HARRISON ST.

FND PK NAIL/NO TAG CENTER OF SEC. 11, T1N R2E

APN 502-39-041

APN 502-46-386 | APN 502-46-387 | APN 502-46-388 | APN 502-46-389 | APN 502-46-390 | APN 502-46-391 | APN 502-46-392 | APN 502-46-393 | APN 502-46-480 | APN 502-46-479

LINE TABLE		
#	LENGTH	BEARING
L8	10.23'	S45°18'59"W
L9	50.00'	S00°18'59"W
L10	10.78'	S44°41'01"E
L11	10.78'	S45°18'59"W
L12	9.58'	N89°41'01"W
L13	9.90'	S44°41'01"E
L14	10.10'	S45°18'59"W
L64	16.98'	S44°43'35"E
L65	16.96'	N45°16'25"E
L66	16.98'	S44°43'35"E
L69	5.22'	S30°25'13"W

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C34	15.49'	50.00'	7.81'	17°45'10"
C35	120.39'	55.00'	106.61'	125°25'13"
C36	15.49'	50.00'	7.81'	17°45'10"

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
194	5229.73	0.1201
195	5225.00	0.1199
196	5225.00	0.1199
197	5225.00	0.1199
198	5225.00	0.1199
199	5225.00	0.1199
200	5225.00	0.1199
201	5225.00	0.1199
202	5225.00	0.1199
203	5673.86	0.1303
277	5136.36	0.1179
278	5115.00	0.1174
279	5115.00	0.1174
280	5115.00	0.1174
281	5115.00	0.1174
282	5115.00	0.1174
283	5115.00	0.1174
284	5115.00	0.1174
285	5115.00	0.1174
286	5550.93	0.1274
287	6070.93	0.1394
288	5490.00	0.1260
289	6100.00	0.1400
290	5490.00	0.1260
291	6100.00	0.1400
292	5490.00	0.1260
293	5490.00	0.1260
294	5490.00	0.1260
295	5490.00	0.1260
296	5490.00	0.1260
297	5490.00	0.1260
298	5499.09	0.1262
299	5489.70	0.1260
300	5607.72	0.1287
301	5625.00	0.1291
302	5625.00	0.1291
303	5625.00	0.1291
304	5625.00	0.1291
305	5625.00	0.1291
306	5625.00	0.1291
307	5625.00	0.1291
308	5625.00	0.1291
309	5625.00	0.1291
310	5625.00	0.1291
311	5574.99	0.1280

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ENT. PROJ #:	728004A
SHEET:	FP 9 OF: 9

ITEM #: 6.
DATE: 08/28/2023
AI #:1563

CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN STATE OF ARIZONA AND CITY OF GOODYEAR PROVIDING ARIZONA STATE PRISON COMPLEX AT PERRYVILLE WITH OPERATIONS, MAINTENANCE, AND CAPITAL IMPROVEMENTS

STAFF PRESENTER(S): Barbara Chappell, Water Services Director

SUMMARY

Consider an Intergovernmental Agreement (IGA) with State of Arizona for the operations, maintenance, and capital improvements at the grinder station for Perryville Prison.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

Sense of Community

RECOMMENDATION

Approve the Intergovernmental Agreement (IGA) between State of Arizona and City of Goodyear providing Arizona State Prison Complex at Perryville Prison with operations, maintenance, and capital improvements for their grinder station and authorizing associated budget amendments. (Barbara Chappell, Water Services Director)

FISCAL IMPACT

The capital improvements needed at the grinder station over the term of this Agreement are estimated to be $2,770,000 and will be paid for up front by the city. The State of Arizona Perryville Prison Complex will pay a monthly capital payment of $29,454.39 based on the estimated capital costs plus 5% interest. Upon completion of the grinder improvement project this fee will be recalculated based upon actual incurred costs. Once finalized the "Perryville Pre-Treatment Base Fee" shall be added our utility rate schedule. The estimated ongoing operations and maintenance costs of the current facility will be added to the regular monthly wastewater bill upon approval of this agreement. In anticipation of the costs to operate the second grinder this cost will be automatically increased on July 1, 2024. The Agreement calls for operational costs to be evaluated after 12-months of operations and that information to be used to develop a "Perryville Pre-Treatment Rate" which will be added to our utility rate schedule. Budget amendments to recognize the ongoing revenue will be processed upon

approval of the IGA by both parties. A future council action will authorize the Grinder project and required expenditure budget amendments. All funding to be completed through the wastewater operations fund.

Future modifications to the City's Utility Rate fees included in this agreement shall be completed in accordance with A.R.S. §9-511.

BACKGROUND AND PREVIOUS ACTIONS

On April 16, 1990, the city entered into an IGA with the State of Arizona for wastewater treatment service for Perryville Prison. The original term of the IGA was set to expire on May 2, 2020.

In 2013, the Arizona Department of Transportation constructed, as a part of their Loop 303 project, a grinder station on the Perryville Prison's property to remove large debris that was entering the city's sewer system and causing blockages. The ground up debris was still conveyed to the wastewater plant for removal. The property and the equipment were conveyed to the city for operation and maintenance with no compensation.

In 2017, the city purchased and installed an auger to remove the ground up debris at the station rather than conveying it through the sewer system to the wastewater plant.

The city and the State of Arizona began meeting in August 2019 to review, discuss, and update the terms of the IGA. Specific terms require additional negotiation as they relate to wastewater pretreatment charges, and operations and maintenance responsibilities associated with pretreatment systems. Staff from the city and State continued to meet regularly to develop a new and updated IGA.

On April 13, 2020, Council approved an amendment to this contract which provided two (2) six-month extensions to allow time for city and Perryville staff to discuss the terms of an ongoing relationship. This amendment expired on May 2, 2021.

On April 12, 2021, Council approved an amendment to this contract which provided another two (2) six-month extensions to allow time for city and Perryville staff to discuss the terms of an ongoing relationship. This amendment expired on May 2, 2022.

On May 2, 2022, Council approved an amendment to this contract which provided another 12-month extension to allow time for city and Perryville staff to discuss the terms of an ongoing relationship. This amendment expired on May 2, 2023.

STAFF ANALYSIS

During routine inspections and monitoring, staff have discovered that the grinder station is not sized adequately to treat all flows from the prison complex. There is a need to undergo a capital improvement project to expand the station to treat 100% of the flows at peak conditions. Water Services has been working with staff at the Arizona Department of Corrections, Rehabilitation, and Reentry on an Agreement to complete the necessary improvements and provide for ongoing operations and maintenance of the facility.
The Prison Complex, like any other industrial user in the city's service area, is responsible for compliance with the city's pretreatment program and discharge permits issued by the city. While the city is entering into this IGA to operate and maintain the grinder station, the prison remains responsible for the quality of discharges entering the publicly owned treatment works.

Through this IGA the prison complex will be billed monthly for the complete capital cost of the facility, operational cost of the facility and for normal wastewater operations as well.

Attachments

IGA - Perryville

AGREEMENT BETWEEN

THE STATE OF ARIZONA AND THE CITY OF GOODYEAR

PROVIDING THE ARIZONA STATE PRISON COMPLEX AT PERRYVILLE

WITH OPERATIONS, MAINTENANCE AND CAPITAL IMPROVEMENTS

(CITY CONTRACT NUMBER: _____)

This Agreement (**Agreement**) is between the State of Arizona, by and through its Arizona Department of Corrections, Rehabilitation and Reentry (**ADCRR**), and the City of Goodyear, a municipal corporation **(City)**. The State of Arizona and the City of Goodyear are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. Title 41, Chapter 11, empowers the ADCRR to operate and maintain state prison facilities.

2. A.R.S. Section 9-240 authorizes the City to construct and maintain sewer systems.

BACKGROUND

3. In 1990, the ADCRR and the City entered into a thirty (30) year agreement (City Contract Number CX-1309-09) that provided for the construction of sanitary sewer main improvements (extending approximately six (6) miles) which connected the Arizona State Prison Complex at Perryville (Prison Complex) to the City's Sanitary Sewer Waste Water Treatment Plant. Over the years, the City's efficient treatment of the sewage produced at the Prison Complex was compromised due to materials included in the sewage that damaged and reduced the efficiency of the City's sanitary sewer waste water treatment systems. The State constructed a grinder station facility to eliminate/reduce the amount of debris/materials flowing to the City's waste water treatment plant. In 2017 the City equipped the grinder station with an auger to remove the debris/materials at the grinder station so that the materials would not flow to the City's waste water treatment plant. Said thirty (30) year agreement has expired, but the Parties desire to proceed with additional sanitary sewer system improvements that would facilitate the City's more efficient treatment of the Prison Complex sewage.

4. The Parties have identified that grinder station improvements are necessary for the removal of solids produced at the Prison Complex for daily flows of up to 600,000 gallons per day average.

PURPOSE OF THE AGREEMENT

5. The purpose of this Agreement is to establish a new contract between the Parties that provides for the design, construction and payment of grinder station improvements, which will allow the City to pre-treat ADCRR's sewage by utilizing the grinder station to remove debris/materials that

could damage or reduce the efficiency of the City's sanitary sewer waste water treatment systems ("Pre-Treatment") and include a new flow meter at the grinder station; and also provides for operation and maintenance of the grinder station.

6. Any sanitary sewer system capacity needed above the current 600,000 gallons per day average will need to be purchased by ADCRR.

7. All sanitary sewer service billings at applicable City rates for commercial/industrial users will also be paid for by ADCRR.

SPECIFIC TERMS OF THE AGREEMENT

8. The City agrees to dedicate for the term of this Agreement, a sewage capacity at the City's Sanitary Sewer Waste Water Treatment Plant to treat average daily flows from the Prison Complex of up to 600,000 gallons per day. In the event the sewage flow from the Prison Complex exceeds 18,000,000 gallons per month (600,000 gallons per day averaged over a 30 day period), the City shall not be required to accept any such excess sewage flow unless ADCRR shall pay ÄDCRR's proportionate share of the costs of improvements reasonably necessary to increase the capacity of the City's Sanitary Sewer and Waste Water Treatment Plant.

9. The City agrees to design, construct, and inspect a grinder station improvement project (Grinder Station Improvement Project) as is necessary for Pre-Treatment. The Grinder Station Improvement Project design, construction and inspection costs shall be financed/paid by the City, and the ADCRR shall reimburse the City for the Grinder Station Improvement Project with said costs being added to the ADCRR's monthly sanitary sewer service billings (as hereinafter provided in Paragraph 12). The City shall prepare plans and specifications for the Grinder Station Improvement Project, and the City shall submit said plans and specifications together with an engineer's estimate of the construction costs for the ADCRR to review prior to bidding the Grinder Station Improvement Project. The ADCRR shall provide comments regarding the plans and specification within thirty (30) days which the City shall review, and revise said plans and specification as reasonably requested by the ADCRR. Thereafter, the City shall competitively bid the Grinder Station Improvement Project as required by law. The City shall also secure the approval from the appropriate regulatory bodies prior to an award of the construction contract for the Grinder Station Improvement Project and the City shall require its construction contractor to name the ADCRR as an additional insured on the contractor's required insurance policies.

10. After expiration of the City's contractor warranty period on the Grinder Station Improvement Project, the City shall perform and finance/pay for the on-going maintenance and operational costs of the Grinder Station Improvement Project. The ADCRR shall reimburse the City for the on-going maintenance and operational costs of the Grinder Station Improvement Project with said annual costs being added to the ADCRR's monthly sanitary sewer service billings (as hereinafter provided in Paragraph 13).

11. The City will operate and maintain the Grinder Station equipment. All wastewater discharge is the sole responsibility of ADCRR to meet all Federal, State, and Local regulations and requirements including but not limited to the City issued Wastewater Discharge Permit. The ADCRR agrees to pay the City the applicable commercial/industrial customer rates to treat all flows from the Prison Complex together with the required Pre-Treatment Base Fee described in Paragraph 12 and Operation and Maintenance fee of the grinder station. The ADCRR acknowledges that the City's commercial/industrial sewage treatment and pretreatment rates shall be amended from time to time; however, the City agrees to charge the ADCRR the same rates as other commercial/industrial customers during the term of this Agreement except as hereinafter provided in paragraph 12 and paragraph 13.

12. Beginning on the first billing cycle/month following the effective date of this Agreement, the City shall add a Pre-Treatment Base Fee of $29,454.39 per month to the ADCRR's sanitary sewer service bill for the amortized estimated cost of the additional Grinder Station Improvement Project and the amortized estimated cost of the replacement of the existing Grinder Station after its useful life (Pre-Treatment Base Fee). The Pre-Treatment Base Fee is based upon a 10-year total Capital cost of $2,777,000 with a 5% rate of interest. Once the final actual design, construction and inspection costs of the Grinder Station Improvement Project are finalized by the City's Public Works Department, the City's Finance Department shall recalculate a new monthly amount based upon the updated 10-year total Capital cost with all other factors remaining unchanged. The recalculated monthly Pre-Treatment Base Fee will then be adjusted accordingly on the ADCRR's monthly sanitary sewer service bill for the remaining term of this Agreement. The City and the ADCRR acknowledge and agree that included in this 10-year total Capital cost is the design, construction and inspection of the Grinder Station Improvement Project, one Grinder Station replacement and all normal replacement parts of both grinders as listed in Table A. The City shall add the Perryville Pre-Treatment Base Fee to its next utility rate schedule. Future updates as required shall be in accordance with A.R.S. §9-511.

Table A:

Perryville Auger Station - Capital Cost	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	Total
Auger Purchase and Install (1) 10 Years						400,000					400,000
Auger Design, Purchase and Install (2) 10 Year	564,000										564,000
Expansion Design and Construction of site for	1,275,000										1,275,000
New manhole and meter	143,000										143,000
Auger 1 System Controller/PLC 10 Years						5,000					5,000
Auger 2 System Controller/PLC 10 Years											0
Auger 1 Gear Box 5 Years	25,000					25,000					50,000
Auger 2 Gear Box 5 Years						25,000					25,000
Auger 1 Perf Screen 10mm 5 Years	22,000										22,000
Auger 2 Perf Screen 10mm 5 Years						22,000					22,000
Bypass Grinder Install	42,000										42,000
Auger 1 Grinder Cutters 5 Years	15,000					15,000					30,000
Auger 2 Grinder Cutters 5 years						15,000					15,000
Bypass Channel Grinder Cutter 5 Years						15,000					15,000
Level Sensors 5 Years	16,000					16,000					32,000
Auger 1 Motor 2 Years		7,000		7,000		7,000		7,000		7,000	35,000
Auger 2 Motor 2 Years			7,000		7,000	10,000	7,000		7,000		38,000
Roll Off Container Purchase	15,000										15,000
Safety Crane	24,000										24,000
Flow Meter-Common	18,000									0	18,000
Perryville Capital Cost Totals	$2,159,000	$7,000	$7,000	$7,000	$7,000	$555,000	$7,000	$7,000	$7,000	$7,000	$2,770,000

13. Beginning on the first billing cycle/month following the effective date of this Agreement, the City shall add $3,094.00 per month to the ADCRR's sanitary sewer service bill to fund the estimated on-going maintenance and operational costs of the Grinder Station (O&M Payment) as shown in Table B. On July 1, 2024, the O&M Payment shall be increased to $5,899 to reflect the addition of operational costs associated with the second grinder. After 12-months of continuous operations, the City's Finance and Public Works Department shall analyze actual costs and flows to develop a Pre-Treatment operational rate to be charged monthly based on actual metered flows. The City shall add the Perryville Pre-Treatment Rate to its next utility rate schedule. Future updates as required shall be in accordance with A.R.S. §9-511.

Table B:

Perryville Auger Station - Estimated O&M Costs										
	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
Solids Hauling Costs (variable)	$12,000	$24,000	$24,000	$24,000	$24,000	$24,000	$24,000	$24,000	$24,000	$24,000
Solids Roll-Off Bags (fixed)	$1,500	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Water - Service (variable)	$8,000	$16,000	$16,000	$16,000	$16,000	$16,000	$16,000	$16,000	$16,000	$16,000
Flow Meter Calibration (fixed)	$1,400	$1,400	$1,400	$1,400	$1,400	$1,400	$1,400	$1,400	$1,400	$1,400
Perf Screen Brushes 1 Annually (per Auger)	$10,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
General Site Maintenance (variable)	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Electric (est.) (variable)	$1,500	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Perryville Annual O&M Totals	**$36,400**	**$69,400**	**$69,400**	**$69,400**	**$69,400**	**$69,400**	**$69,400**	**$69,400**	**$69,400**	**$69,400**

14. ÄDCRR agrees, at no expense to the City, to convey to the City any temporary and/or permanent easements and/or rights of way over the Prison Complex property reasonably required for the City's construction, inspection, maintenance and operation of the Grinder Station Improvement Project. In addition, ADCRR hereby waives any and all claims that the ADCRR was over billed or over charged by the City for any waste water treatment, pretreatment, maintenance, or related services provided by the City to the Prison Complex at any time prior to the effective date of this Agreement, including but not limited to claims arising out of faulty or inaccurate waste water flow meters. The City hereby waives any and all claims that the debris/materials in the Prison Complex sanitary sewer system clogged, damaged and/or reduced the efficiency of the City's sanitary sewer, and waste water treatment plant/pumps/equipment and/or system at any time prior to the effective date of this Agreement.

15. This Agreement shall become effective when it has been fully executed. This Agreement shall terminate ten (10) years after its effective date.

GENERAL TERMS OF THE AGREEMENT

16. Pursuant to A.R.S. Section 35-214, the City shall retain, and shall require all of its subcontractors to retain for inspection and audit by ADCRR all books, accounts, reports, files, and other records relating to this Agreement for a period of five years after the completion of this Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the City and/or its contractors shall produce the original of any or all such records at ADCRR offices or the administrative office of the State Auditor General.

17. The City will provide ÄDCRR with complete as-built plans and specifications for the Grinder Station Improvement Project as well as for any future Grinder Station replacement projects.

18. This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein.

19. This Agreement is subject to arbitration to the extent required by A.R.S. Section 12-1518.

20. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:

    20.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Improvements shall warrant 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), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.

    20.2 Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

20.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Improvements to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.

20.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

21. The City assigns to ADCRR any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the City toward fulfillment of this Agreement.

22. Each Party to this Agreement warrants that neither it, nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement, is suspended or debarred by any federal agency which has provided funding that will be used in the Improvements described in this Agreement.

23. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from any non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days, unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, any non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, any non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

24. All notices required under this agreement to be given in writing shall be sent to:

State of Arizona Department of Corrections, Rehabilitation and Reentry
Attn: Director
701 East Jefferson Street
Phoenix, Arizona 85038

State of Arizona Department of Corrections, Rehabilitation and Reentry
Attn: Chief Procurement Officer
701 E. Jefferson Street
Phoenix, Arizona 85038

City of Goodyear
Attn: City Manager
1900 N. Civic Square
Goodyear, Arizona 85395

City of Goodyear

Attn: Water Services Director
1900 N. Civic Square
Goodyear, Arizona 85395

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Any Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

25. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.

26. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.

27. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. No Party shall assign its interest in this Agreement without the prior written consent of the other Parties.

28. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

29. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

30. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

31. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

32. Nothing contained in this Agreement shall create any partnership, joint venture or other

agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.

33. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter, which is not a Saturday, Sunday or legal holiday.

34. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

35. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.

36. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.

37. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

38. Notwithstanding any provision of the Agreement to the contrary, the Department (ADCRR) is not authorized to indemnify the City.

39. The City shall comply with Executive Order 2023-1, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act.

40. To the extent applicable, City warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

41. Pursuant to A.R.S. § 35-394, to the extent applicable, City does not use the forced labor, or any goods or services produced by forced labor, of ethnic Uyghurs in the People's Republic of China.

42. The City shall comply with Executive Order 2023-09 prohibiting race based hair discrimination

43. This Agreement shall be governed by the laws of the State of Arizona.

44. Every payment obligation of ADCRR under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available or if the appropriation is

changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by ADCRR or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the Department or any other agency of the State of Arizona in the event this provision is exercised, and neither the Department nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

45. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify, defend and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever, which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other Parties against all liability, losses and damages, of any nature for or on account of, any injuries or death of persons or damages to, or destruction of property arising out of, or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of any other Party. The damages which are the subject of this indemnity shall include but not be limited to, the damages incurred by any Party, its departments, agencies, officers, employees, elected officials and/or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees

End of Agreement - Signature Pages Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement.

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS,
REHABILITATION AND REENTRY

Approved and Accepted by:

Kristine Yaw 8/18/2023
Kristine Yaw Date
Deputy Chief Procurement Officer

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF GOODYEAR

Approved and Accepted by:

Wynette Reed Date
City Manager

Attest by:

Darcie McCracken Date
City Clerk

Approved as to Form by:

Roric Massey Date
City Attorney

ITEM #: 7.
DATE: 08/28/2023
AI #:1601

CITY COUNCIL ACTION REPORT

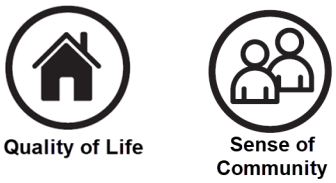
SUBJECT: INTERGOVERNMENTAL AGREEMENTS (IGA) WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 FOR SCHOOL RESOURCE OFFICER SERVICES

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

SUMMARY

City of Goodyear to provide school resource officer (SRO) services at Desert Edge High School and Millennium High School.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Authorize the City Manager or designee to execute the Intergovernmental Agreement (IGA) between Agua Fria Union High School District No. 216 (District) and City of Goodyear to provide SRO services to the District at Desert Edge High School and Millennium High School. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT

During the school year, the SRO's salary and benefits will be funded 50% from the District's operating budget, excluding holidays, breaks and summer vacations. The Police Department FY2024 General Fund budget includes the full cost of the SRO program and positions and the revenue from the school district is recorded into the General Fund.

BACKGROUND AND PREVIOUS ACTIONS

The City has maintained an intergovernmental agreement with the Agua Fria Union High School District to keep school resource officers on two of their high school campuses since 2018.

The school district has funds available in which they have agreed to pay for 50% of the costs associated with SRO Services for the 10-month period covering the school year. The City will pay 100% of the costs during the summer break and school observed holidays or vacations

during which time the resource officer will perform City-related duties.

STAFF ANALYSIS

Many communities seek the help of law enforcement to promote school safety. The Agua Fria Union High School District funding will act as a supplement to the officer's salary and the District will reimburse the city monthly for the SRO services. The Police Chief will have sole discretion if the SRO is temporarily reassigned to other duties during school times as needed.

An SRO's presence on campus builds trust between the students and school administrators and acts as a deterrent to potential crime. Not only do the SRO's provide valuable law enforcement education, but SROs also act as a positive role model and mentor while providing a safe learning environment for the staff and students.

Attachments

DEHS_FY24

MHS_FY24

PD School Resource Officer Policy

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of **July 1, 2023** between the City of Goodyear, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Desert Edge High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Desert Edge High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT § 11-952

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be provided:

A. The City shall provide SRO Services to the District at Desert Edge High School on an hourly basis, as required by the Principal, but not to exceed 40 hours per week.

B. The Goodyear Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Goodyear Police Chief, at his sole discretion.

C. The SRO will assist the Principal with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Goodyear Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Principal.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records reports, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Goodyear Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Monthly: The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month school year and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Desert Edge High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Goodyear Police Department supervisor before working on school-related overtime. The District will not pay for any SRO Services for any one or two week-long school breaks in October, December, January and March, except as stated above, nor for any personal vacations taken by an SRO nor any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space: The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to

effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training: The District shall pay $500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District: No District or Desert Edge High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification: To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from, and against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and hat result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term: The term of this Agreement shall be for one year from July 1, 2023 until June 30, 2024, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel: The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Goodyear Police Officer.

3.4 Independent Contractor: The City acknowledges and agrees that the SRO Services provided under this Agreement are being provide as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, it's employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance if the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records: Both parties shall maintain the records required in this Agreement in accordance with Arizona Public Records retention requirements.

3.6 Termination Either party may terminate this Agreement upon 30 days written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.7 Notice and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt

requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395
Attn: Wynette Reed, City Manager

With copy to: Roric Massey, City Attorney
1900 N. Civic Square
Goodyear, AZ 85395

If to the District: Agua Fria Union High School District 216
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, AZ 85323
Attn: Mr. Mark Yslas, Superintendent

With a copy to: Jeffrey E. Stratman, Esq.
1481 North Eliseo Felix Junior Way
Avondale, AZ 85323
Attn: Jeffrey E. Stratman, Esq.

Or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing 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.

3.8 Severability and Savings: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation: The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any

immediately succeeding fiscal year, this Agreement shall terminate at the end of then current year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement: This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation: The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. §38-511.

3.13 Workers' Compensation: An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. 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 ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation".

3.14 FERPA Compliance: Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination: Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement: 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.

3.17 E-Verify: To the extent applicable under ARIZ. REV. STAT. § 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 ARIZ.

REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements: The parties shall comply with the fingerprinting requirements of ARIZ. Rev. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct: The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"
CITY OF GOODYEAR, an
Arizona municipal corporation

By: _____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

"District"
AGUA FRIA UNION HIGH
SCHOOL DISTRICT NO. 216, an
Arizona School District

By: _____
Mark Yslas, Superintendent

In accordance with A.R.S. § 11-952 (D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) 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 State of Arizona.

_____
Jeffrey E. Stratman, Attorney for the District

_____
Roric Massey, Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Goodyear Police Department SRO Program]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of **July 1, 2023** between the City of Goodyear, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Millennium High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Millennium High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT § 11-952

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be provided:

A. The City shall provide SRO Services to the District at Millennium High School on an hourly basis, as required by the Principal, but not to exceed 40 hours per week.

B. The Goodyear Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Goodyear Police Chief, at his sole discretion.

C. The SRO will assist the Principal with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Goodyear Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Principal.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records reports, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Goodyear Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Monthly: The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month school year and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Millennium High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Goodyear Police Department supervisor before working on school-related overtime. The District will not pay for any SRO Services for any one or two week-long school breaks in October, December, January and March, except as stated above, nor for any personal vacations taken by an SRO nor any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space: The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to

effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training: The District shall pay $500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District: No District or Millennium High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification: To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from, and against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and hat result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term: The term of this Agreement shall be for one year from July 1, 2023 until June 30, 2024, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel: The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Goodyear Police Officer.

3.4 Independent Contractor: The City acknowledges and agrees that the SRO Services provided under this Agreement are being provide as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, it's employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance if the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records: Both parties shall maintain the records required in this Agreement in accordance with Arizona Public Records retention requirements.

3.6 Termination Either party may terminate this Agreement upon 30 days written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.7 Notice and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt

requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395
Attn: Wynette Reed, City Manager

With copy to: Roric Massey, City Attorney
1900 N. Civic Square
Goodyear, AZ 85395

If to the District: Agua Fria Union High School District 216
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, AZ 85323
Attn: Mr. Mark Yslas, Superintendent

With a copy to: Jeffrey E. Stratman, Esq.
1481 North Eliseo Felix Junior Way
Avondale, AZ 85323
Attn: Jeffrey E. Stratman, Esq.

Or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing 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.

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REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"
CITY OF GOODYEAR, an
Arizona municipal corporation

By: _____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

"District"
AGUA FRIA UNION HIGH
SCHOOL DISTRICT NO. 216, an
Arizona School District

By: _____
Mark Yslas, Superintendent

In accordance with A.R.S. § 11-952 (D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) 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 State of Arizona.

_____
Jeffrey E. Stratman, Attorney for the District

_____
Roric Massey, Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Goodyear Police Department SRO Program]

See following pages.

1. PURPOSE AND SCOPE

1. It is the policy of the Goodyear Police Department to maintain a School Resource Officer (SRO) Unit. The success of the program depends upon the respect and confidence developed with students, parents and staff. Fundamental to building trust on campus is the fair and equitable treatment of all individuals. Whether student, parent or staff, all persons must be treated with dignity and respect.

2. SCHOOL RESOURCE OFFICERS' MISSION STATEMENT

1. To enhance a safe atmosphere in community schools, foster a positive relationship with community youth, and develop strategies to resolve problems affecting youth.

3. GOALS AND OBJECTIVES

1. The Goodyear Police Department's SRO Unit intends to provide law enforcement services and law-related education to the high schools within the City of Goodyear. The unit members also act as liaisons between the schools, the community and the Police Department, as well as various agencies such as the Department of Child Safety, , the Juvenile Probation Department, and other intervention and counseling resources.
2. The goals and objectives of the SRO Unit are:
   A. To keep school campuses safe, so that teachers can teach and students can learn.
   B. Provide students with a positive role model through the exhibition of Department and City core values.
   C. Interact with students in a setting that builds self-esteem and trust and reinforces the police as role models.
   D. Interact with students, faculty, community, parents, and civic leaders to promote positive relations.
   E. Provide a classroom resource for instruction. Educate students about the law and the importance of individual responsibility as well as teambuilding and cooperation within the community.
   F. Serve as a resource for the students, teachers, and parents. Serve as a primary resource to students who are victims and suspects of unlawful or harmful activity in order to deter and protect them from further harm.
   G. Partner with the faculty and administrative team to teach the importance of good safety practices through various educational programs.
   H. Provide an active law enforcement figure on campus to deal with any law and safety/public order issues and take appropriate enforcement action when necessary.

4. AUTHORITY

1. As a law enforcement officer, the SRO is responsible to the Chief of Police through a supervisory chain of command and is subject to Department Policies and Procedures. As an employee of the Goodyear Police Department, the chain of command begins with their Sergeant and progresses to the Chief of Police.
   A. The Goodyear Police Department recognizes and respects the authority of the principal, and his or her designee, to be the primary leader and manager of the school campus. The SRO, however, has the authority and responsibility to ensure proper decisions are made in

reference to crimes, crime scenes, and any incidents that pose a serious threat to public safety.

B. During any law enforcement-related event on a school campus, the SRO will consult the principal or designee in the law enforcement decisions being made to resolve the incident, when feasible. During any law enforcement related event, it may become necessary for the SRO to temporarily take charge of the incident and or school campus to protect the integrity of the investigation and/or crime scene, and ensure the safety of the students and staff, until properly relieved.

2. All Goodyear Police Department SROs will be sworn peace officers. As such, the SROs possess the same authority and powers of arrest as any other state or local law enforcement official regardless of whether they are on or off school property.
   A. When performing the duties of a police officer in the school environment, the officer shall have an understanding of the administrative responsibilities the school has in resolving misbehavior.
   B. The SRO will be familiar with the student handbook of their respective school.
   C. They will also support the concept that teachers have the right to teach and students have the right to learn.
   D. In dealing with misconduct and disruptive behavior, the SRO is mindful of the fact that respect for others is an extension of one's own self-respect.
   E. Conduct with students should be of a quality that reinforces positive self-image, self-esteem, and professionalism.

5. THE PROGRAM

1. TRIAD CONCEPT
   A. As a role model, the SRO is compelled to always present themselves in a professional manner. Through their appearance and actions, the SRO leads by example through their day-to-day contact with students, parents and staff members. They treat everyone in a manner that is respectful, fair and consistent regardless of race, national origin, citizenship, religion, ethnicity, age, gender, sexual orientation, or socio-economic status.
   B. The following outline is a guide that reflects the "philosophy" of the Goodyear Police Department's SRO Unit. The program is based on the premise that the SRO serves the following basic functions from the "Triad Concept" supported by the National Association of School Resource Officers (NASRO):
      1. Law Enforcement Officer: The SRO's primary role on campus is that of a law enforcement officer. They will enforce all applicable laws in a fair and consistent manner. As a general rule, SROs will not get involved with the enforcement of school rule violations unless there is a violation of State law, as well.
      2. The SRO will conduct investigations for all crimes that occur on their designated school campus.
      3. The SRO, when available, will assist in conducting investigations for other crimes off campus that may have a direct effect on a student or the school community.
      4. The SRO, when available, will be the "case officer" for crimes committed at their designated school.
      5. When necessary, the SRO may arrest, detain and or hold suspects in-custody as prescribed by law and Department policy.
      6. Some serious crimes require specialized expertise or logistical support to investigate. Under these circumstances, an appropriate detective will be assigned as the case officer. The SRO will then assist the detective, and function as the liaison between the victim, the school staff, and the Police Department.

7. The SRO can address parking and traffic concerns that affect the school and surrounding community.
8. The SRO may conduct and or coordinate traffic enforcement details to encourage compliance with State and local traffic laws.
9. The SRO will coordinate with school staff to promote crime prevention programs and enhance the police/community relationship with the surrounding neighborhoods. This may be accomplished through foot and vehicle patrol of the school grounds and adjacent areas.
10. The SRO will work with the high schools to address truancy issues. High schools participate in a truancy prevention program called "Courts Unified Truancy Suppression" (CUTS).

C. Teacher: As a teacher, the SRO can present a diverse curriculum in the area of Law-Related Education (LRE) to the students, parents and the staff. LRE includes classes in the areas of personal safety, wellness, and criminal and traffic law.

D. Counselor: As a counselor, the SRO can act as an advisor, mentor and mediator to students, parents and staff. They use their professional experience to counsel and educate people on law-related issues. When a higher level of expertise is required, the SRO can refer the person seeking aid or guidance to the appropriate agency or resource.

2. SRO DUTIES AND RESPONSIBILITIES

A. The following are the primary duties and responsibilities of the SROs:

1. Conduct classroom instruction, utilizing approved lesson plans, on prevention and education in appropriate subjects to high school students, faculty, and staff, in accordance with the SRO and Department mission statements,.
2. Take appropriate action for any on-sight situations requiring police attention.
3. Act as a liaison and resource between the law enforcement community, other governmental agencies and the school.
4. Interact with students to promote and reinforce the development of basic life skills and personal control and responsibility for one's actions.
5. Conduct investigations involving school or students.
6. The SRO may participate in parent conferences, especially when potential delinquency is a factor. The SRO may have input into intervention and preventive strategies and community resources available.
7. Participate in special assignments related to Departmental activities such as the point of contact for major events.
8. Inform the school administration of current student criminal involvement and criminal trends that affect the safe environment of the school, as needed. It is also recommended that the SRO maintain a relationship with the assigned Juvenile Probation Officer for their school, and obtain a list of juvenile probationers.
9. Perform preventive patrol for students in route to and from school. Attention will be directed to observations pertinent to the safety and well-being of children.
10. Interact with uniform patrol in order to share information and work together on matters of mutual concern.
11. Attend special events as necessary to interact and prevent problems.
12. Participate in various Department-sponsored and endorsed activities that foster a positive relationship between the students and the SRO.
13. Maintain contact with the SRO Supervisor in order to facilitate administrative needs.
14. Attend scheduled meetings of all assigned SROs that may be established by the supervisors for information exchange and resolution of special problems.

15. Attend monthly SRO meetings with the SRO Supervisor. These will be held on the school campuses and will rotate each month.

6. SCHOOL ENFORCEMENT

1. SEARCHES
   A. The SRO must follow Departmental Policy and respect the School's policy in conducting searches. The rules of criminal evidence apply in school exactly the same as they apply in other circumstances.
      1. The school administration cannot be used as an agent to search a student's locker.
      2. The school administrator has the authority to search a locker prior to police knowing a crime has been committed. Once the SRO is aware of the criminal situation, the SRO must brief the SRO Supervisor and obtain a search warrant for a student's locker.
      3. Unless EXIGENT CIRCUMSTANCES EXIST, or you have CONSENT, get a warrant.
2. CRITERIA FOR EMERGENCY / NON-EMERGENCY CALLS
   A. These criteria are designed as a guide. In most cases, the SRO will take disposition of a call for service on their designated campus.
   B. For all situations that require immediate police response, schools should call 9 1 1 and then call their designated SRO. Listed below are some examples of situations that require an immediate police response:
      1. Immediate life-threatening emergency
      2. Large or serious fight in progress
      3. Unruly crowds
      4. Disruptive parent who will not leave or calm down
      5. Bomb threats
      6. Child abuse (in progress and welfare of child)
      7. Crime in progress where the protection of evidence is essential, or the apprehension of the violator is possible
      8. Safety hazards (i.e., chlorine, natural gas leaks)
   C. For those situations that require police services but do not require an immediate response, the school should call the SRO assigned to the school. If the SRO is not able to respond, the school should call for an on-duty patrol officer. Listed below are some examples of situations:
      1. Students who are found to be in possession of illegal contraband or drugs, and the item has been confiscated (contraband must be placed into evidence the same day)
      2. Mandatory Reporting Law (A.R.S. 13-3620)
      3. Burglary (where the school is the victim and evidence may be present)
      4. Vehicle burglaries with the victim standing by
      5. Assaults (with serious injury)
   D. For the following situations that require police services but where time is not of the essence, the school should call the SRO assigned to the school and advise them of the situation. The SRO can then take the information for the police report the next time the SRO is on the campus.
      1. Theft (no suspects, no witnesses)
      2. Assaults (which are over and under control with little or no injury, or where students have already been sent home, no suspects, no witnesses.)
      3. Threats or intimidation (no suspects, no witnesses.)
      4. Criminal damage (no suspects, no witnesses)

5. And any other incident of a minor nature, status offense, City Code violation, etc.

7. SRO WORK HOURS

1. The main function of the SRO is to be on campus during school hours.
2. SRO work hours are varied according to individual school needs.
   A. Work schedules should remain flexible based upon the needs of the school on any given day/event.
   B. Officers are encouraged eat lunch on campus during their lunch break, which will be factored into their eight-hour work day.
   C. SROs are required to obtain prior approval from a supervisor on any overtime. This can be accomplished by calling or e-mailing the SRO Supervisor.
   D. Although not mandatory, SROs are encouraged to take vacation or attend trainings when school is not in session.
3. During extended school breaks (i.e., winter, summer break), SROs will be assigned to duties by the SRO Supervisor. These duties may include the Teen Academy, or temporary assignment in the patrol division.
4. When sick leave/family sick leave is necessary, the SRO must inform the Principal by telephone or contact the attendance office personnel to relay that information prior to the start of school (preferably one hour prior.) The SRO must also notify the SRO Supervisor per Department Policy.

ITEM #: 8.
DATE: 08/28/2023
AI #:1602

CITY COUNCIL ACTION REPORT

SUBJECT: PARTICIPATION IN DRUG ENFORCEMENT AGENCY (DEA) EQUITABLE SHARING AGREEMENT AND ANNUAL CERTIFICATION AFFIDAVIT

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

SUMMARY

The Agreement with the Drug Enforcement Agency (DEA) allows the City of Goodyear Police Department to partner with the DEA for drug-related investigations. As part of the task force, the Department participates in the DEA Equitable Sharing Program, which is managed by the Money Laundering and Asset Recovery Station (MLARS). MLARS requires annual certification of the Equitable Sharing Agreement and Certification Affidavit prior to allocating asset forfeiture funding to the City of Goodyear. To facilitate asset forfeiture, the Department is requesting approval of the Equitable Sharing Agreement and Certification Form affidavit.

STRATEGIC PLAN ALIGNMENT

Quality of Life

RECOMMENDATION

Approve Drug Enforcement Agency (DEA) Task Force Agreement and Annual Certification Affidavit. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT

Any officer assigned to this task force is currently covered by the police department's FY2024 budget. Per the agreement, the Department of Justice and DEA, subject to availability, will provide the necessary funds and equipment to support the Goodyear officer assigned to the task force. Additionally, the DEA will reimburse officer overtime up to 25% in accordance with federal pay scale standards.

The City's participation in this task force qualifies the police department for the associated Equitable Sharing Program, which allows the Department of Justice (DOJ) to allocate a portion of asset forfeitures to the City. These funds will be tracked within the existing Racketeering Influence and Corrupt Organizations Act (RICO) object codes.

BACKGROUND AND PREVIOUS ACTIONS

On October 24, 2022, Council approved the City of Goodyear Police Department to participate in the Drug Enforcement Administration (DEA) Task Force for the period of five years, ending September 30, 2026. This task force allows the Goodyear Police Department to provide one officer to assist with DEA with cases within the valley, including the City of Goodyear. If the participation in the task force results in a federal forfeiture, Department may file to receive a portion of the forfeiture.

In order to participate in the equitable sharing program, the Department must submit the Equitable Sharing Agreement and Certification (ESAC) form and affidavit to the Money Laundering and Asset Recovery Section (MLARS). Once this form has been reviewed and accepted, the Department is placed into compliance.

STAFF ANALYSIS

The City's participation in the DEA Task Force allows both the local and federal law enforcement agencies to share resources, intelligence information, expertise related to trafficking of narcotics and dangerous drugs in the State. The task force agreement allows the Goodyear Police Department to continue to participate in the task force.

The City's continued participation in the task force will also allow the City to participate in the Department of Justice Equitable Sharing Program and receive federal forfeiture funds if available. The City's participation Equitable Sharing Program requires the approval and execution of the DOJ Equitable Sharing Agreement and Certification which certifies the police department is in compliance with applicable nondiscrimination requirements. The Equitable Sharing Agreement also certifies that the police department will only use asset forfeiture funds for approved purposes which include support for law enforcement operations, equipment, investigations, training, and education.

Staff is seeking authorization for the Mayor and the City Manager or her designee to execute the associated Equitable Sharing Agreement and Certification Affidavit.

Attachments

DOJ Equitable Sharing Agreement and Certification Affidavit

OMB Number 1123-0011
Expires: December 31, 2024

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: AZ0071500
Agency Name: Goodyear Police Department
Type: Police Department
Mailing Address: 14455 W Van Buren Street
E-101
Goodyear, AZ 85338

Agency Finance Contact
Name: Andrea Villalobos
Phone: 623-882-7878 **Email:** andrea.villalobos@goodyearaz.gov

Jurisdiction Finance Contact
Name: Sandstrom, Doug
Phone: 623-882-7898 **Email:** doug.sandstrom@goodyearaz.gov

ESAC Preparer
Name: Andrea Villalobos
Phone: 623-882-7878 **Email:** andrea.villalobos@goodyearaz.gov

FY End Date: 06/30/2023 **Agency FY 2024 Budget:** $45,843,800.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$0.00	$25,832.62
2	Equitable Sharing Funds Received	$0.00	$34,549.13
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$0.00	$1,074.80
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$0.00	$35,623.93
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$3,351.10
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$0.00	$58,105.45

[1] Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2] Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$0.00	$3,351.10
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$0.00	$3,351.10

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Kristen Conway
Company: Heinfeld, Meech & Co
Phone: 602-277-9449 **Email:** kristen.conway@hm.cpa

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☒ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 965946

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq*.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq*.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Wynette Reed
Title: City Manager
Email: wynette.reed@goodyearaz.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Pizzillo, Joe
Title: Mayor
Email: joe.pizzillo@goodyearaz.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

ITEM #: 9.
DATE: 08/28/2023
AI #:1609

CITY COUNCIL ACTION REPORT

SUBJECT: FOREIGN TRADE ZONE POLICY OF CITY OF GOODYEAR DATED AUGUST 28, 2023

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

SUMMARY

The Foreign Trade Zone (FTZ) Policy of City of Goodyear Dated August 28, 2023 clarifies the requirements for a Qualified Internet Fulfillment Center, modifies how PILOT Fees are collected, and corrects minor scrivener's errors in the existing FTZ Policy.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2339 APPROVING THE FOREIGN TRADE ZONE (FTZ) POLICY OF THE CITY OF GOODYEAR DATED AUGUST 28, 2023; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT INTENT OF THE RESOLUTION; LIMITING APPLICATION OF TAX POLICY TO FUTURE FTZ SITES; AND PROVIDING FOR AN EFFECTIVE DATE. (Sarah Chilton, Deputy City Attorney)

FISCAL IMPACT

No fiscal impact will result from the adoption of the Foreign Trade Zone Policy of the City of Goodyear Dated August 28, 2023 as it is only clarifying existing requirements for a Qualified Internet Fulfillment Center, modifying how PILOT (Payment in Lieu of Tax) Fees are collected, and correcting minor scrivener's errors.

BACKGROUND AND PREVIOUS ACTIONS

7/13/09 - City Council Adopts Resolution 09-1324 supporting the formation of the Greater Maricopa Foreign Trade Zone (GMFTZ); Approves a Foreign Trade Zone application to include the Goodyear Gateway South and Palm Valley 303 sites; Adopts a Foreign Trade Zone Tax Policy; Authorizes City's membership in the GMFTZ Advisory Board.

10/4/2010 – City Council Adopts Resolution 10-1404 and 10-1405 amending the FTZ Tax Policy clarifying the circumstances under which a PILOT (Payment in Lieu of Taxes) Agreement is required and approving the Goodyear Crossings FTZ site.

12/15/2014 – City Council Adopts Resolution 14-1687 amending the FTZ Policy providing administrative approval of FTZ applications for User Driven sites for speculative buildings that met certain requirements by January 1, 2018.

4/26/2021 – City Council Adopts Resolution 2021-2154 which modified the tax policy applicable to activated FTZ sites. Under the 2021 FTZ Policy, unless an activated user meets the requirements of a qualified high-wage manufacturer employer or qualified internet fulfillment center, the user is required to pay a PILOT Fee so that the city and other taxing jurisdictions will receive property taxes that would have been collected had the property not been reclassified and taxed as property within an activated foreign trade zone.

STAFF ANALYSIS

Since the adoption of the 2021 FTZ Policy, staff has determined that certain minor modifications to the 2021 FTZ Policy are needed to clarify the requirements for a Qualified Internet Fulfillment Center, to modify how PILOT Fees are collected, and to correct minor scrivener's errors, including the addition of a definition for a term used throughout the 2021 FTZ Policy that should have been defined but was not. Attached is a document that reflects the changes made to the 2021 FTZ Policy.

The intent of the 2021 FTZ Policy is for the city to collect a PILOT Fee so that the city and other taxing jurisdictions receive the property taxes that would be owed for the property had the property not been reclassified to an activated zone site unless the operator meets the requirements for a Qualified Internet Fulfillment Center or Qualified High Wage Manufacturing Employer. The 2021 FTZ Policy required the PILOT Fee to be paid twice a year. However, this payment arrangement does not work if the operator is claiming to be exempt from the PILOT Fee because it is a Qualified Internet Fulfillment Center.

The requirements for an activated FTZ Site to be a Qualified Internet Fulfillment Center includes a minimum volume of sales that generate transaction privilege taxes paid to the City of Goodyear over the property taxing year. Because this is determined on an annual basis and at the end of the year, the PILOT Fee cannot be collected twice a year for internet fulfillment centers. The 2021 FTZ Policy is being modified to require the payment of PILOT Fees twice a year for all activated FTZ sites other than internet fulfillment centers and the payment of PILOT Fees for internet fulfillment centers once a year, after the end of the property taxing year.

The 2021 FTZ Policy is also being modified to clarify the requirements for a Qualified Internet Fulfillment Center. The requirements for a Qualified Internet Fulfillment Center currently read:

A Qualified Internet Fulfillment Center will be required to meets all of the following criteria:

- Employer/Operator provides documentation demonstrating a Capital Expenditure of at least $25,000,000.

- The internet fulfillment center generates a minimum of $25,000,000 of end user sales in Arizona on an annual basis that is sourced from a facility in Goodyear resulting in the transaction privilege tax of 2.5% to be paid to the City of Goodyear for each occurrence.

The City's interpretation is that only internet fulfillment centers that generate sales taxes paid to the City of Goodyear on a minimum of $25,000,000 in end-user sales on an annual basis meet the requirements to be a Qualified Internet Fulfillment Center exempt from paying a PILOT Fee. The revised language makes that clear.

By approving and adopting Resolution 2023-2339, the Council is approving and adopting the Foreign Trade Zone Policy of the City of Goodyear Dated August 28, 2023 (the "2023 FTZ Policy"). The 2023 FTZ Policy shall not apply to zone sites that are included within the boundaries of the FTZ No. 277 Western Maricopa County as of August 28, 2023, the date this Resolution is approved. Zone sites that have been included within the boundaries of the FTZ No. 277 Western Maricopa County before August 28, 2023, will be subject to the Foreign Trade Zone Policy of the City of Goodyear in effect when the sites were included within the boundaries of the FTZ No. 277 Western Maricopa County.

Attachments

Resolution with Exhibit 1

Comparison of FTZ Changes

RESOLUTION NO. 2023-2339

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE FOREIGN TRADE ZONE POLICY OF THE CITY OF GOODYEAR DATED AUGUST 28, 2023; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT INTENT OF THE RESOLUTION; LIMITING APPLICATION OF TAX POLICY TO FUTURE FTZ SITES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of 19 U.S.C. § 81a *et seq*. (the "FTZ Act") and ARIZ. REV. STAT. § 44-6501, Greater Maricopa Foreign Trade Zone, Inc. (the "Grantee") applied to the Foreign Trade Zone Board of the United States Department of Commerce to approve and activate (the "Application") the formation and operation of a general-purpose foreign trade zone to be created in western and northern Maricopa County and to be known as the Greater Maricopa Foreign Trade Zone; and

WHEREAS, the application was approved and FTZ No. 277 Western Maricopa County, commonly known as the Greater Maricopa Foreign Trade Zone was established; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 42-12006, the State of Arizona allows real and personal property located within an approved and activated foreign trade zone (“FTZ”) or subzone established under the Foreign Trade Zone Act and ARIZ. REV. STAT. § 44-6501 to be reclassified as Class 6 property and to be assessed for taxation purposes at 5% of its full cash value; and

WHEREAS, the City of Goodyear’s support is required for properties to be included within the Greater Maricopa FTZ, and the City of Goodyear’s support is conditioned upon compliance with tax policies adopted by the City of Goodyear; and

WHEREAS, pursuant to Resolution 09-1324, the City Council formally supported the formation of the Greater Maricopa FTZ and adopted a Foreign Trade Zone Tax Policy for the City of Goodyear dated July 13, 2009; and

WHEREAS, the Foreign Trade Zone Tax Policy dated July 13, 2009, was replaced and superseded by the Foreign Trade Zone Tax Policy of the City of Goodyear dated October 4, 2010 (the “2010 FTZ Tax Policy”); and

WHEREAS, On December 22, 2010, the Foreign Trade Zone Board approved the formation of FTZ No. 277 Western Maricopa County; and

WHEREAS, operators of activated users in a site included within the boundaries of FTZ No. 277 Western Maricopa County receive federal tax benefits and state tax benefits; and

WHEREAS, the requirement of City Council support for the inclusion of property within the boundaries of FTZ No. 277 Western Maricopa County and the City of Goodyear’s FTZ Tax Policy have been used as tools to encourage the development of undeveloped sites within the city and the location of certain types of operations within the city; and

WHEREAS, approximately 221 acres within the 416-acre Airport Gateway at Goodyear Industrial Park, approximately 367 acres within the 1600-acre Palm Valley 303 Industrial Park, approximately 15 acres within the Citation Industrial Park, and approximately 68 acres of

Goodyear Crossing Industrial Park have been included within the boundaries of FTZ No. 277 Western Maricopa County; and

WHEREAS, the Goodyear FTZ program was established to spur economic development by attracting speculative infrastructure and building development creating shovel-ready sites to help attract quality employment; and

WHEREAS, the Goodyear FTZ program since the beginning of the program has resulted in thirteen companies that are currently operating or have announced operations within an FTZ. Total job creation within the zones is over 5,000 jobs and has attracted over $1.3 billion in capital investments; and

WHEREAS, the growth of the Goodyear FTZ program has helped establish the city's industrial sector as a thriving market for new investments with millions of square feet of industrial development under construction now or planned in the near future; and

WHEREAS, the Grantee submitted an application to reorganize FTZ No. 277 Western Maricopa County under the Alternative Site Framework ("ASF"), and FTZ No. 227 Western Maricopa County was reorganized under the Alternative Site Framework on December 16, 2011; and

WHEREAS, under the ASF, user-driven sites, which are sites that are tied to a single operator whose operations qualify the site for FTZ status and that lose FTZ status when the operator leaves the site, are eligible to be included within the boundaries of FTZ No. 277 Western Maricopa County; and

WHEREAS, following the reorganization of FTZ No. 277 Western Maricopa County under the Alternative Site Framework, the Goodyear City Council, pursuant to Resolution 2014-1687, approved and adopted the Foreign Trade Zone Policy of the City of Goodyear Dated December 15, 2014; and

WHEREAS, the Foreign Trade Zone Policy of the City of Goodyear Dated December 15, 2014 set forth policies for the city's support of requests for the inclusion with the boundaries of FTZ No. 277 Western Maricopa County and modified the 2010 FTZ Tax Policy; and

WHEREAS, the City of Goodyear has a continued interest in using its ability to support a request for inclusion within the FTZ No. 277 Greater Maricopa County as an economic incentive to encourage the development of certain types of FTZ qualified operations, specifically high-wage manufacturing employers and internet fulfillment centers with substantial end user sales within Goodyear; and

WHEREAS, on April 26, 2021 the Goodyear City Council adopted the Goodyear Foreign Trade Zone Policy pursuant to Resolution 2021-2154 (the "2021 FTZ Policy"), which modified the city's Foreign Trade Zone modified the city's foreign trade zone tax policies; and

WHEREAS, under the 2021 FTZ Policy, unless an activated user meets the requirements of a qualified high-wage manufacturer employer or qualified internet fulfillment center, the user is required to pay a PILOT Fee so that the city and other taxing jurisdictions will receive property taxes that would have been collected had the property not been reclassified and taxed as property within an activated foreign trade zone; and

WHEREAS, since the adoption of the 2021 FTZ Policy, staff has determined that certain minor modifications to the 2021 FTZ Policy are needed to clarify the city's position regarding the requirements for a Qualified Internet Fulfillment Center, to modify how PILOT Fees are collected, and to correct minor scrivener's errors, including adding a definition for a term used throughout the 2021 FTZ Policy that should have been defined but was not; and

WHEREAS, it is in the best interests of the City and its residents to modify the Foreign Trade Zone Policy of the City of Goodyear Dated April 26, 2021, to modify the city's policies regarding the city's support for FTZ Zone Sites and the city's tax policy for FTZ Zone Sites.

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 hereby approve and adopt the Foreign Trade Zone Policy of the City of Goodyear Dated August 28, 2023, (the "2023 FTZ Policy") attached hereto as Exhibit 1 modifying Foreign Trade Zone Tax Policy for the City of Goodyear dated April 26, 2021.

SECTION 2. The City Manager or his designee is hereby authorized and directed to take any and all actions and to execute all documents necessary to carry out the intent of this Resolution and the 2023 FTZ Policy attached hereto as Exhibit 1.

SECTION 3. Zone sites that have been included within the boundaries of the FTZ No. 277 Western Maricopa County before August 28, 2023 are subject to the Foreign Trade Zone Policy of the City of Goodyear in effect when the sites were included within the boundaries of the FTZ No. 277 Western Maricopa County.

SECTION 4. This Resolution shall become effective upon its adoption.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT 1

FOREIGN TRADE ZONE POLICY
OF THE CITY OF GOODYEAR
DATED AUGUST 28, 2023

WHEREAS, the City of Goodyear is located within the boundaries of FTZ No. 277 Western Maricopa County.

WHEREAS, the City of Goodyear hereby establishes this Foreign Trade Zone Policy ("Policy").

WHEREAS, the City reserves the right to amend, modify, supplement, and/or terminate this Policy at any time.

POLICY TERMS

A. The City will only support requests for property to be included as Zone Site within the boundaries of FTZ No. 277 Western Maricopa County that meet the requirements set forth herein and upon the condition that the Grantee of FTZ No. 277 Western Maricopa County require as a condition of Activation of a Zone Site the execution of and compliance with Foreign Trade Zone Agreements, as discussed below, which effectuate the tax policies adopted by the City of Goodyear. This provision shall not be interpreted as conveying any right of support from the City for any request to include property as a Zone Site within the boundaries of FTZ No. 277 Western Maricopa County.

B. Definitions. The following definitions apply to the terms set forth in this Policy:

1. Activate(d) or Activation: shall mean the approval of a Grantee and U.S. Bureau of Customs and Border Protection ("CBP") pursuant to the provisions of 19 CFR Part 146, *et. seq.*, authorizing foreign trade zone operations at a Zone Site (or portion thereof).

2. ASF: means Alternative Site Framework which is the optional approach to designation and management of zone sites adopted by the U.S. Foreign Trade Zones Board, as it may be modified.

3. Capital Expenditure: means the expenditures incurred in the development of a site, which shall include expenditures for: the building, the value of capital equipment, whether leased or purchased, and all on-site and infrastructure needed to serve the site.

4. Foreign Trade Zone Agreement: means the agreement all operators seeking Activation of a Zone Site are required to execute prior to the Activation of any Zone Site that requires the payment of a PILOT Fee for each calendar year property taxes are assessed as Class 6 property pursuant to A.R.S. § 42-12006 (2) applicable to real and personal property located within an Activated Zone Site unless the operator meets the requirements for either a Qualified

High Wage Manufacturer Employer or Qualified Internet Fulfillment Center during each calendar year.

5. Full-Time Employee: means a permanent employee whose normal work week would result in the employee working a minimum of 1,750 hours per year.

6. Grantee: shall mean the corporate recipient of a grant of authority to operate FTZ No. 277 Western Maricopa County as provided in 15 CFR Part 400 *et seq*, which currently is Greater Maricopa Foreign Trade Zone, Inc.

7. Magnet Sites: (also known as General Purpose Sites or General Purpose Zones) are Zone Sites that are included within the boundaries of FTZ No. 277 Western Maricopa County consisting of larger tracts of land that are organized and function as an integrated unit, such as all or part of an industrial park or airpark facility, that are intended to be used by multiple users for multiple activities and that are intended to draw future users to that location.

8. Manufacturing Facility shall mean a facility in which raw materials and/or components are processed into finished goods through the use of tools, human labor, machinery, and chemical processing.

9. PILOT Fee: means an annual fee to be paid by the Operator of an Activated Zone Site, other than an operator of Qualified High Wage Manufacturer Employer or an operator of a Qualified Internet Fulfillment Center, and the property at the site has been reclassified and is being taxed as property within a foreign trade zone. Unless a taxing jurisdiction has entered into a separate agreement with any other taxing jurisdiction(s) regarding the payment of property taxes, the amount of the PILOT fee shall be the difference between the property taxes that would have been paid had a Zone Site not been Activated less the amount of the property taxes owed under the reclassification resulting from the Activation. If a taxing jurisdiction has entered into a separate agreement regarding the payment of property taxes, the amount of the PILOT Fee shall be the difference between the property taxes that would have been paid had the property not been an Activated Zone Site, excluding the amount of taxes attributable to the taxing jurisdiction with the separate agreement, and the amount of the property taxes owed under the reclassification resulting from the Activation of the Zone Site, excluding the amount of taxes attributable to the taxing jurisdiction with the separate agreement.

10. Qualified High Wage Manufacturing Employer: shall mean an operator of a Manufacturing Facility that meets all of the following criteria: (i) the Manufacturing Facility is located within an I-1 zoning district or it is located within a zoning district other than I-1, but the actual use of the User Drive Site is a permitted use under the I-1 zoning district; (ii) operator provides documentation demonstrating a Capital Expenditure of at least $25,000,000 in the developing and/or equipping of the Manufacturing Facility (iii) continuously employs at least 100 Full-Time Employees; (iv) at least 51% of the operator's Full-Time Employees are paid at least 125% of the median annual wage computed annually by the Arizona Department of Commerce; and (v) all Full-Time Employees are offered health insurance for which the employer pays at least 65% of the premium or membership costs of such insurance. Operators who are self-insured for health care shall establish annual up-front fixed costs that is to be paid by employees as described

in the Arizona Commerce Authority Qualified Facility Tax Credit Program's requirements for employers who self-insure for employee health care.

11. Qualified Internet Fulfillment Center shall mean an operator of an internet fulfillment center that meets all of the following criteria: (i) operator provides documentation demonstrating a Capital Expenditure of at least $25,000,000 in the developing and/or equipping of the internet fulfillment center; and (ii) the internet fulfillment center generates a minimum of $25,000,000 of end user sales in Arizona on an annual basis that are sourced from a facility in Goodyear and that result in a transaction privilege tax of 2.5% being paid to the City of Goodyear on a minimum of $25,000,000 end user sales on an annual basis.

12. User Driven Site is a Zone Site that is tied to a single operator or user under the ASF whose operations qualify the site for FTZ status and that is included within the boundaries of FTZ No. 277 Western Maricopa County but that loses its status as a Zone Site when that operator or user leaves the site.

13. Zone Site: property located within the City of Goodyear that has been approved by the Foreign Trade Zone Board to be included within the boundaries of FTZ No. 277 Western Maricopa County and consists of User Driven Sites and Magnet Sites.

E. Inclusion within a Foreign Trade Zone. The City shall not support an Application to include property in Goodyear within a foreign trade zone as a Zone Site unless the following conditions are met:

1. Public Benefit. The Applicant must demonstrate to the satisfaction of the City that a significant public benefit will result from the inclusion of the property within FTZ No. 277 Western Maricopa County.

2. Zoning. The property to be included within FTZ No. 277 Western Maricopa County is zoned I-1 or, for User Driven Sites, the property is located in zoning district other than I-1, but the actual use of the User Driven Site is a permitted use under the I-1 zoning district.

3. Federal Eligibility. The Applicant meets Federal eligibility guidelines found in 15 CFR Part 400 *et. seq*.

4. Grantee Commitment. Grantee of FTZ No. 277 Western Maricopa County requires as a condition of Activation of Zone Site the execution of and compliance with Foreign Trade Zone Agreements, as discussed herein, which effectuate the tax policies adopted by the City of Goodyear

F. Activation Requirements. The policy of the City is to require the execution of a Foreign Trade Zone Agreement prior to the Activation of any Zone Site requiring the payment of a PILOT Fee as provided herein. The operator of a Zone Site that wants to Activate such Zone Site shall execute a Foreign Trade Zone Agreement provided by the City of Goodyear; and a copy of the fully executed Foreign Trade Zone Agreement shall be submitted to the Grantee with the letter

from the operator requesting Activation concurrence from the Grantee as required under 19 CFR Part 146.

G. Foreign Trade Zone Agreement. The Foreign Trade Zone Agreement shall require all operators seeking Activation of a Zone Site to pay a PILOT fee unless the operator is a Qualified High Wage Manufacturer Employer or a Qualified Internet Fulfillment Center.

1. Qualified High Wage Manufacturer Employers. For operators claiming status as a Qualified High Wage Manufacturer Employer the Foreign Trade Zone Agreement shall exempt the operator from paying any PILOT Fee except as provided herein. The Foreign Trade Zone Agreement shall require operators claiming status as a Qualified High Wage Manufacturer Employer to provide the City whatever documentation and records the City requests to verify compliance with the requirements for a Qualified High Wage Employer, and in the event the operator fails to meet those requirements, the operator shall pay a PILOT Fee in the amount that would be owed in absence of its exempt status during the period of non-compliance.

2. Qualified Internet Fulfillment Centers. For operators claiming status as a Qualified Internet Fulfillment Center, the Foreign Trade Zone Agreement shall exempt the operator from paying any PILOT Fee except as provided herein. The Foreign Trade Zone Agreement shall require operators claiming status as a Qualified Internet Fulfillment Center to provide the City whatever documentation and records the City requests to verify compliance with the requirements for a Qualified Internet Fulfillment Center, and in the event the operator fails to meet those requirements, the operator shall pay a PILOT Fee in the amount that would be owed in absence of its exempt status during the period of non-compliance.

3. The PILOT Fee shall be paid only during the years the Zone Site is being taxed under the classification applicable to property within an Activated foreign trade Zone Site (or portion thereof).

4. Unless the operator is claiming that it is or will qualify as a Qualified Internet Fulfillment Center for the taxing year, the PILOT Fee shall be paid to the City in two equal payments with half of the PILOT Fee being due on October 1st of each year the PILOT Fee is Owed and the second half of the PILOT Fee being due on March 1st of the following year. If the operator is claiming that it is or will qualify as a Qualified Internet Fulfillment Center during the taxing year, the PILOT Fee shall be paid to the City on an annual basis on March 1st of the year following the year the PILOT Fee is owed.

5. The City shall distribute, within thirty days of receipt of the PILOT Fee, the portion of the PILOT Fee applicable to each of the taxing jurisdictions

H. Property Tax Assessments. The Maricopa County Assessor's Office will continue to be responsible for assessing the value of Activated Zone Sites (or portions thereof).

I. Zoning. This Policy does not create any right to have any property within the City rezoned to make it eligible for FTZ status.

J. Other Taxing Jurisdictions. The applicant who is seeking to include property as a Zone Site within the boundaries of FTZ No. 277 Western Maricopa County shall be responsible for obtaining all letters of support from other taxing jurisdictions whose support is required.

K. Interpretations. The City Attorney is responsible for interpreting the provision of this Policy.

EXHIBIT 1

FOREIGN TRADE ZONE POLICY
OF THE CITY OF GOODYEAR
DATED ~~APRIL 26, 2021~~AUGUST 28, 2023

WHEREAS, the City of Goodyear is located within the boundaries of FTZ No. 277 Western Maricopa County.

WHEREAS, the City of Goodyear hereby establishes this Foreign Trade Zone Policy ("Policy").

WHEREAS, the City reserves the right to amend, modify, supplement, and/or terminate this Policy at any time.

POLICY TERMS

A. The City will only support requests for property to be included as Zone Site within the boundaries of FTZ No. 277 Western Maricopa County that meet the requirements set forth herein and upon the condition that the Grantee of FTZ No. 277 Western Maricopa County require as a condition of ~~activation~~Activation of a Zone Site the execution of and compliance with Foreign Trade Zone Agreements, as discussed below, which effectuate the tax policies adopted by the City of Goodyear. This provision shall not be interpreted as conveying any right of support from the City for any request to include property as a Zone Site within the boundaries of FTZ No. 277 Western Maricopa County.

B. Definitions. The following definitions apply to the terms set forth in this Policy:

1. Activate(d) or Activation: shall mean the approval of a Grantee and U.S. Bureau of Customs and Border Protection ("CBP") pursuant to the provisions of 19 CFR Part 146, *et. seq.*, authorizing foreign trade zone operations at a Zone Site (or portion thereof).

2. ASF: means Alternative Site Framework which is the optional approach to designation and management of zone sites adopted by the U.S. Foreign Trade Zones Board, as it may be modified.

3. Capital Expenditure: means the expenditures incurred in the development of a site, which shall include expenditures for: the building, the value of capital equipment, whether leased or purchased, and all on-site and infrastructure needed to serve the site.

4. Foreign Trade Zone Agreement: means the agreement all operators seeking Activation of a Zone Site are required to execute prior to the Activation of any Zone Site that requires the payment of a PILOT Fee for each calendar year property taxes are assessed as Class 6 property pursuant to A.R.S. § 42-12006 (2) applicable to real and personal property located within an Activated Zone Site unless the operator meets the requirements for either a Qualified

High Wage Manufacturer Employer or Qualified Internet Fulfillment Center during each calendar year.

~~4.~~5. Full-Time Employee: means a permanent employee whose normal work week would result in the employee working a minimum of 1,750 hours per year.

~~5.~~6. Grantee: shall mean the corporate recipient of a grant of authority to operate FTZ No. 277 Western Maricopa County as provided in 15 CFR Part 400 *et seq*, which currently is Greater Maricopa Foreign Trade Zone, Inc.

~~6.~~7. Magnet Sites: (also known as General Purpose Sites or General Purpose Zones) are Zone Sites that are included within the boundaries of FTZ No. 277 Western Maricopa County consisting of larger tracts of land that are organized and function as an integrated unit, such as all or part of an industrial park or airpark facility, that are intended to be used by multiple users for multiple activities and that are intended to draw future users to that location.

~~7.~~8. Manufacturing Facility shall mean a facility in which raw materials and/or components are processed into finished goods through the use of tools, human labor, machinery, and chemical processing.

~~8.~~9. PILOT Fee: ~~If~~means an annual fee to be paid by the Operator of an ~~activated~~Activated Zone Site, other than an operator of Qualified High Wage Manufacturer Employer or an operator of a Qualified Internet Fulfillment Center, and the property at the site has been reclassified and is being taxed as property within a foreign trade zone. Unless a taxing jurisdiction has entered into a separate agreement with any other taxing jurisdiction(s) regarding the payment of property taxes, the amount of the PILOT fee shall be the difference between the property taxes that would have been paid had a Zone Site not been ~~activated~~Activated less the amount of the property taxes owed under the reclassification resulting from the ~~activation~~Activation. If a taxing jurisdiction has entered into a separate agreement regarding the payment of property taxes, the amount of the PILOT Fee shall be the difference between the property taxes that would have been paid had the property not been an ~~activated~~Activated Zone Site, excluding the amount of taxes attributable to the taxing jurisdiction with the separate agreement, ~~less~~and the amount of the property taxes owed under the reclassification resulting from the ~~activation~~Activation of the Zone Site, excluding the amount of taxes attributable to the taxing jurisdiction with the separate agreement.

~~9.~~10. Qualified High Wage Manufacturing Employer: shall mean an operator of a Manufacturing Facility that meets all of the following criteria: (i) the Manufacturing Facility is located within an I-1 zoning district or it is located within a zoning district other than I-1, but the actual use of the User Drive Site is a permitted use under the I-1 zoning district; (ii) operator provides documentation demonstrating a Capital Expenditure of at least $25,000,000 in the developing and/or equipping of the Manufacturing Facility (iii) continuously employs at least 100 Full-Time Employees; (iv) at least 51% of the operator's Full-Time Employees are paid at least 125% of the median annual wage computed annually by the Arizona Department of Commerce; and (v) all Full-Time Employees are offered health insurance for which the employer pays at least 65% of the premium or membership costs of such insurance. Operators who are self-insured for

health care shall establish annual up-front fixed costs that is to be paid by employees as described in the Arizona Commerce Authority Qualified Facility Tax Credit Program's requirements for employers who self-insure for employee health care.

~~10.~~11. Qualified Internet Fulfillment Center shall mean an operator of an internet fulfillment center that meets all of the following criteria: (i) operator provides documentation demonstrating a Capital Expenditure of at least $25,000,000 in the developing and/or equipping of the internet fulfillment center; and (ii) the internet fulfillment center generates a minimum of $25,000,000~~.00~~ of end user sales in Arizona on an annual basis that ~~is~~are sourced from a facility in Goodyear ~~resulting~~and that result in ~~the~~a transaction privilege tax of 2.5% ~~to be~~being paid to the City of Goodyear ~~for each occurrence~~on a minimum of $25,000,000 end user sales on an annual basis.

~~11.~~12. User Driven Site is a Zone Site that is tied to a single operator or user under the ASF whose operations qualify the site for FTZ status and that is included within the boundaries of FTZ No. 277 Western Maricopa County but that loses its status as a Zone Site when that operator or user leaves the site.

~~12.~~13. Zone Site: property located within the City of Goodyear that has been approved by the Foreign Trade Zone Board to be included within the boundaries of FTZ No. 277 Western Maricopa County and consists of User Driven Sites and Magnet Sites.

E. Inclusion within a Foreign Trade Zone. The City shall not support an Application to include property in Goodyear within a foreign trade zone as a Zone Site unless the following conditions are met:

1. Public Benefit. The Applicant must demonstrate to the satisfaction of the City that a significant public benefit will result from the inclusion of the property within FTZ No. 277 Western Maricopa County.

2. Zoning. The property to be included within FTZ No. 277 Western Maricopa County is zoned I-1 or, for User Driven Sites, the property is located in zoning district other than I-1, but the actual use of the User Driven Site is a permitted use under the I-1 zoning district.

3. Federal Eligibility. The Applicant meets Federal eligibility guidelines found in 15 CFR Part 400 *et. seq*.

4. Grantee Commitment. Grantee of FTZ No. 277 Western Maricopa County requires as a condition of ~~activation~~Activation of Zone Site the execution of and compliance with Foreign Trade Zone Agreements, as discussed herein, which effectuate the tax policies adopted by the City of Goodyear

F. Activation Requirements. The policy of the City is to require the execution of a Foreign Trade Zone Agreement prior to the Activation of any Zone Site requiring the payment of a PILOT Fee as provided herein. The operator of a Zone Site that wants to ~~activate~~Activate such Zone Site shall execute a Foreign Trade Zone Agreement provided by the City of Goodyear; and a copy of the fully executed Foreign Trade Zone Agreement shall be submitted to the Grantee with

the letter from the operator requesting Activation concurrence from the Grantee as required under 19 CFR Part 146.

G. Foreign Trade Zone Agreement. The Foreign Trade Zone Agreement shall require all operators seeking ~~activation~~Activation of a Zone Site to pay a PILOT fee unless the operator is a Qualified High Wage Manufacturer Employer or a Qualified Internet Fulfillment Center.

1. Qualified High Wage Manufacturer Employers. For operators claiming status as a Qualified High Wage Manufacturer Employer the Foreign Trade Zone Agreement shall exempt the operator from paying any PILOT Fee except as provided herein. The Foreign Trade Zone Agreement shall require operators claiming status as a Qualified High Wage Manufacturer Employer to provide the City whatever documentation and records the City requests to verify compliance with the requirements for a Qualified High Wage Employer, and in the event the operator fails to meet those requirements, the operator shall pay a PILOT Fee in the amount that would be owed in absence of its exempt status during the period of non-compliance.

2. Qualified Internet Fulfillment Centers. For operators claiming status as a Qualified Internet Fulfillment Center, the Foreign Trade Zone Agreement shall exempt the operator from paying any PILOT Fee except as provided herein. The Foreign Trade Zone Agreement shall require operators claiming status as a Qualified Internet Fulfillment Center to provide the City whatever documentation and records the City requests to verify compliance with the requirements for a Qualified Internet Fulfillment Center, and in the event the operator fails to meet those requirements, the operator shall pay a PILOT Fee in the amount that would be owed in absence of its exempt status during the period of non-compliance.

3. The PILOT Fee shall be paid only during the years the Zone Site is being taxed under the classification applicable to property within an ~~activated~~Activated foreign trade Zone Site (or portion thereof).

4. ~~The~~Unless the operator is claiming that it is or will qualify as a Qualified Internet Fulfillment Center for the taxing year, the PILOT Fee shall be paid to the City in two equal payments with half of the PILOT Fee being due on October 1st of each year the PILOT Fee is ~~owed~~Owed and the second half of the PILOT Fee being due on March 1st of the following year. If the operator is claiming that it is or will qualify as a Qualified Internet Fulfillment Center during the taxing year, the PILOT Fee shall be paid to the City on an annual basis on March 1st of the year following the year the PILOT Fee is owed.

5. The City shall distribute, within thirty days of receipt of the PILOT Fee, the portion of the PILOT Fee applicable to each of the taxing jurisdictions

H. Property Tax Assessments. The Maricopa County Assessor's Office will continue to be responsible for assessing the value of ~~activated~~Activated Zone Sites (or portions thereof).

I. Zoning. This Policy does not create any right to have any property within the City rezoned to make it eligible for FTZ status.

J. Other Taxing Jurisdictions. The applicant who is seeking to include property as a Zone Site within the boundaries of FTZ No. 277 Western Maricopa County shall be responsible for obtaining all letters of support from other taxing jurisdictions whose support is required.

~~K.~~ Interpretations. The City Attorney is responsible for interpreting the provision of this Policy.

~~L.~~K.

ITEM #: 10.
DATE: 08/28/2023
AI #:1619

CITY COUNCIL ACTION REPORT

SUBJECT: DEDICATION OF RIGHT-OF-WAY FOR ROADWAY IMPROVEMENTS ON WEST LOWER BUCKEYE AT ESTRELLA PARKWAY AND WOOD BOULEVARD

STAFF PRESENTER(S): Kevin Spicer, Real Estate Specialist

SUMMARY

Acceptance of right-of-way for roadway improvements on West Lower Buckeye at Estrella Parkway and Wood Boulevard.

STRATEGIC PLAN ALIGNMENT

Quality of Life

RECOMMENDATION

Authorize the acceptance and execution of a Special Warranty Deed from Goodyear BP North Owner, LLC conveying right-of-way needed for roadway improvements as required by the City of Goodyear for the Revolve at Ballpark Village Development. (Kevin Spicer, Real Estate Specialist)

FISCAL IMPACT

There is no fiscal impact to the city of accepting the dedication of right-of-way needed for roadway improvements at the intersections of West Lower Buckeye at Estrella Parkway and Wood Boulevard. The construction of roadway improvements by the developer will generate one-time revenue for the city through payment of permits and construction sales tax. Upon the acceptance of the roadway improvements by the City Engineer, subject to the completion of a two-year warranty period, the City will be responsible for maintaining the right-of-way.

BACKGROUND AND PREVIOUS ACTIONS

Goodyear BP North Owner, LLC is the landowner of parcel 500-07-014J applying for development of a proposed multi-family residential project at the southeast corner of West Lower Buckeye and Estrella Parkway to be known as “Revolve at Ballpark Village” (the “Project”). The dedication of the right-of-way is required for the development of the Project. The right-of-way is the corner dedications at Lower Buckeye and Estrella Parkway and Lower Buckeye and Wood Boulevard. It is City policy that right-of-way granted to the City must be in fee ownership.

The Developer is responsible for constructing the improvements. The City will own and maintain the right-of-way.

STAFF ANALYSIS

Goodyear BP North Owner, LLC has agreed to convey the right-of-way to the city pursuant to the Special Warranty Deed attached hereto. Council approval is required to accept the conveyance of right-of-way. Staff is recommending acceptance of Special Warranty Deed granting right-of-way needed for roadway improvements that the City will own and maintain. The acceptance and execution of the Special Warranty Deed attached will facilitate the development of the Project.

Attachments

Special Warranty Deed w/ Exhibit A

When recorded return to:

City of Goodyear
City Clerk / KLS
1900 N. Civic Square
Goodyear, Arizona 85395
QS-**77C**

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

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

IN WITNESS WHEREOF, this instrument is executed this 31 day of JULY, 2023.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
Goodyear BP North Owner, LLC, an Arizona limited liability company

By: _____
Name: Ryan Tobias
Title: Authorized Signatory

By: _____
Name: Christopher R. Saunders
Title: Authorized Signatory

State of Illinois)
)ss.
County of Champaign)

On this 31 day of July, 2023 before me personally appeared Ryan Tobias and Christopher R. Saunders, Authorized Signatories for BP North Owner, LLC, an Arizona limited liability company, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to within this Water Meter and Water Line Easement and who acknowledged to me that they executed this Water Meter and Water Line Easement in their authorized capacities on behalf of BP North Owner, LLC, an Arizona limited liability company.

ROBERT SCHIMMEL
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
July 31, 2025

_____
Notary Public

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, the ____ day of _____, 2023.

By: _____
Joe Pizzillo

Title: Mayor

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this _____ day of _____, 2023 by Joe Pizzillo, as Mayor of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT-OF-WAY

A PORTION OF THAT CERTAIN PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 2021-1015333, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHWEST 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;

RIGHT-OF-WAY AREA 1
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17 (BRASS CAP IN HANDHOLE) FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 17 (BRASS CAP IN HANDHOLE) BEARS SOUTH 00 DEGREES 49 MINUTES 10 SECONDS EAST A DISTANCE OF 2651.28 FEET; THENCE SOUTH 04 DEGREES 03 MINUTES 16 SECONDS EAST A DISTANCE OF 1329.02 FEET TO THE NORTHWEST CORNER OF LOT 32A2 OF **A MINOR LAND DIVISION MAP OF LOT 32A OF "A MINOR LAND DIVISION MAP OF BALLPARK VILLAGE-WOOD CORPORATE CAMPUS LOT 32"** ACCORDING TO BOOK 1500 OF MAPS, PAGE 09, RECORDS OF SAID COUNTY;

THENCE NORTH 00 DEGREES 49 MINUTES 10 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH ESTRELLA PARKWAY A DISTANCE OF 387.64 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 00 DEGREES 49 MINUTES 10 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 13.00 FEET;

THENCE NORTH 44 DEGREES 10 MINUTES 30 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 28.29 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST LOWER BUCKEYE PARKWAY;

THENCE NORTH 89 DEGREES 10 MINUTES 11 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 13.00 FEET TO A POINT HEREINAFTER BEING REFEREED TO AS POINT 'A';

THENCE SOUTH 44 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 46.67 FEET TO THE **POINT OF BEGINNING**;

EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT-OF-WAY
(CONTINUED)

RIGHT-OF-WAY AREA 2
COMMENCING AT AFOREMENTIONED POINT 'A';
(THE FOLLOWING SIX CALLS ARE CONTERMINOUS WITH SAID SOUTH RIGHT-OF-WAY LINE OF WEST LOWER BUCKEYE PARKWAY)

THENCE NORTH 89 DEGREES 10 MINUTES 11 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 143.59 FEET;

THENCE ALONG AN ARC 319.23 FEET TO THE LEFT, HAVING A RADIUS OF 1055.00 FEET, THE CHORD OF WHICH IS NORTH 80 DEGREES 31 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 318.02 FEET;

THENCE NORTH 71 DEGREES 50 MINUTES 21 SECONDS EAST A DISTANCE OF 262.46 FEET;

THENCE ALONG AN ARC 303.83 FEET TO THE RIGHT, HAVING A RADIUS OF 945.00 FEET, THE CHORD OF WHICH IS NORTH 81 DEGREES 04 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 302.53 FEET;

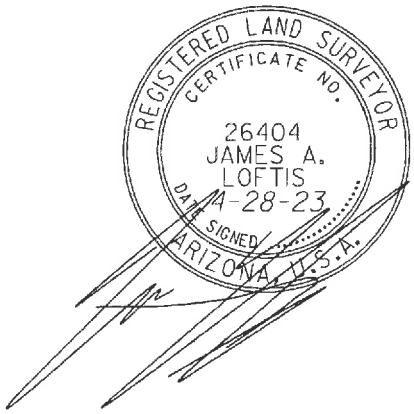
THENCE SOUTH 89 DEGREES 44 MINUTES 03 SECONDS EAST A DISTANCE OF 126.82 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 89 DEGREES 44 MINUTES 03 SECONDS EAST A DISTANCE OF 17.00 FEET;

THENCE SOUTH 44 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 22.66 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH WOOD BOULEVARD;

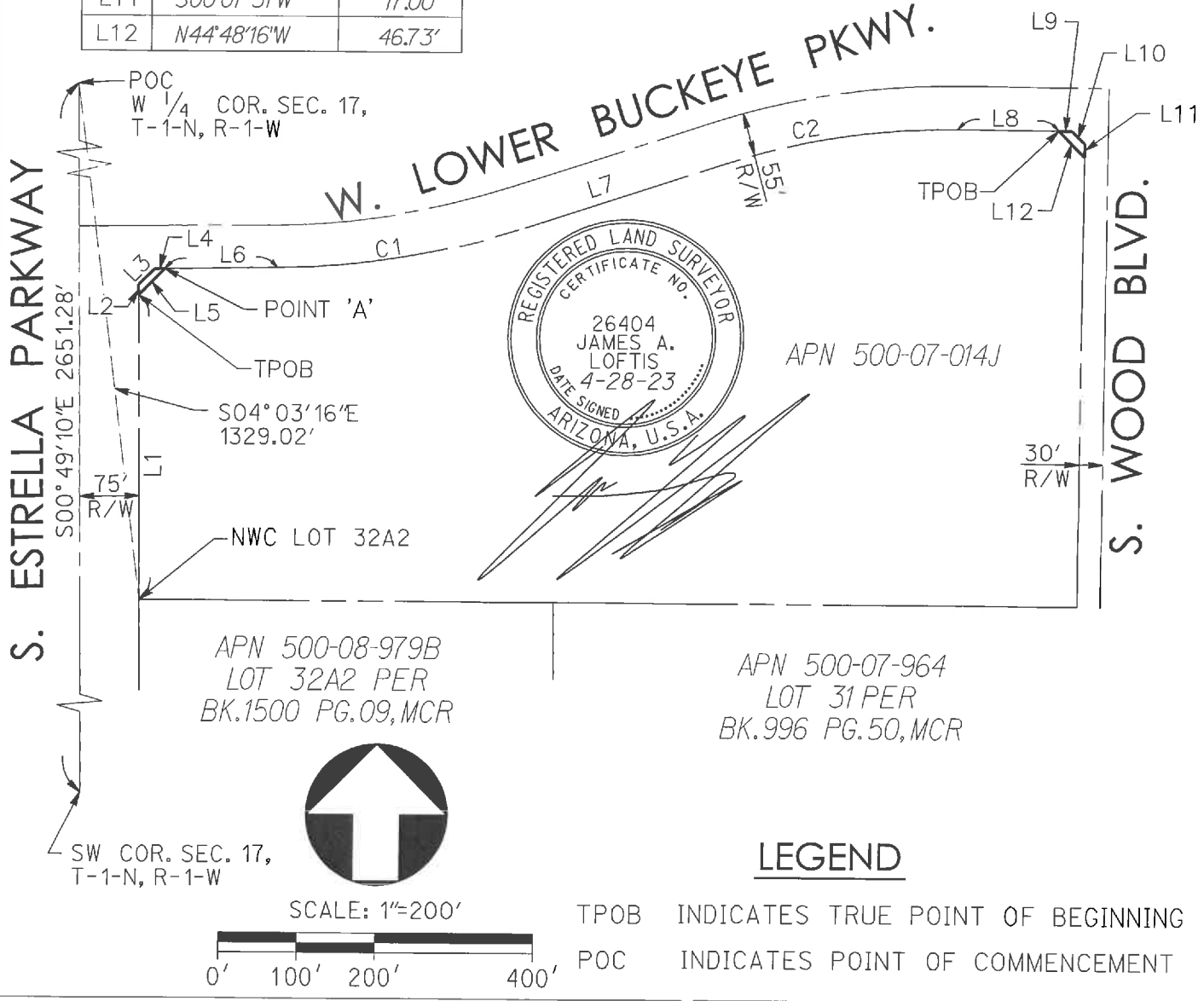
THENCE SOUTH 00 DEGREES 07 MINUTES 31 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 17.00 FEET;

THENCE NORTH 44 DEGREES 48 MINUTES 16 SECONDS WEST A DISTANCE OF 46.73 FEET TO THE **POINT OF BEGINNING**.



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N00°49'10"W	387.64'
L2	N00°49'10"W	13.00'
L3	N44°10'20"E	28.29'
L4	N89°10'50"E	13.00'
L5	S44°10'20"W	46.67'
L6	N89°10'50"E	143.59'
L7	N71°50'21"E	262.46'
L8	S89°44'03"E	126.82'
L9	S89°44'03"E	17.00'
L10	S44°48'16"E	22.66'
L11	S00°07'31"W	17.00'
L12	N44°48'16"W	46.73'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1055.00'	319.23'	N80°31'55"E	318.02'
C2	945.00'	303.83'	N81°04'20"E	302.53'



SCALE: 1"=200'

0' 100' 200' 400'

LEGEND

TPOB INDICATES TRUE POINT OF BEGINNING

POC INDICATES POINT OF COMMENCEMENT

EXHIBIT "A"

RIGHT-OF-WAY

3 engineering
planning civil engineering surveying

3 ENGINEERING, LLC
6370 E. THOMAS ROAD, SUITE # 200 - SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4387 - FAX: (602) 490-3230
WWW.3ENGINEERING.COM

DATE:	PROJECT NO.
04/28/23	2061

C:\MyStuff\Sync\Projects\2061_SEC_Estrella_Lower_Buckeye\2061_exb_RW.dgn

COPYRIGHT 2023 3 ENGINEERING, LLC

ITEM #: 11.
DATE: 08/28/2023
AI #:1622

CITY COUNCIL ACTION REPORT

SUBJECT: AMEND CHAPTER 13, ARTICLE 13-3, SECTION 19 (VEHICLE IMMOBILIZATION AND IMPOUND REQUIREMENTS)

STAFF PRESENTER(S): Anthony Polse, Assistant City Attorney

SUMMARY

The proposed ordinance adds the provision of vehicle immobilization and provides requirements for vehicle impounds.

STRATEGIC PLAN ALIGNMENT

Quality of Life

Sense of Community

RECOMMENDATION

ADOPT ORDINANCE NO. 2023-1586 AMENDING CHAPTER 13 (TRAFFIC) SECTION 13-3-19 OF GOODYEAR CITY CODE RELATED TO VEHICLE IMMOBILIZATION AND IMPOUND REQUIREMENTS; PROVIDING FOR CORRECTIONS, SEVERABILITY, PENALTIES, AND AN EFFECTIVE DATE. (Anthony Polse, Assistant City Attorney)

FISCAL IMPACT

There will be no direct fiscal impact to the city in FY 2024 or future years related to the adoption of this Ordinance and related City Code amendment.

BACKGROUND AND PREVIOUS ACTIONS

On July 7, 2014, Council adopted Ordinance No. 14-1304 amending and replacing Article 13-3 (Standing and Parking) of Goodyear City Code. The revisions addressed several parking complaints at that time and provided updated parking regulations and related penalties and fees. In addition, Article 13-3 was reorganized to allow for these additional provisions and renumbered for reference and ease of use.

Shortly after the adoption of the code revisions, staff discovered the consequences of renumbering Article 13-3 would now require the replacement of numerous City signs to reflect new Goodyear City Code Section number references, which would result in substantial time labor, and cost to the City. In addition, the renumbering of code sections also required several

changes in the court’s computer system.

On September 22, 2014, staff sought to eliminate the cost of replacing numerous City signs and court processes with the adoption of Ordinance No. 14-1312, which revised Article 13-3 a second time to correct the renumbering of Article 13-3 to align with City signs already in existence. However, this September 22, 2014 revision inadvertently removed the provision text related to Vehicle Immobilization and Impound Requirements intended for Section 13-3-19. A summary of the historical amendments to Section 13-3-19 is attached to this report for your reference.

STAFF ANALYSIS

There is currently no provision in the current code that allows law enforcement to tow and impound vehicles for various offenses. The language that was originally provided for Vehicle Immobilization and Impound Regulations was inadvertently replaced and needs to be added back into Article 13-3 in order to authorize law enforcement officers to address unattended vehicles that constitute a hazard, obstruction, or impediment to the flow of traffic and to tow and impound vehicles of incapacitated drivers that are unable to provide for vehicle removal.

Staff recommends the adoption of Ordinance No. 2023-1586 amending Article 13-3 of Goodyear City Code, which will add the needed authorization for vehicle immobilization and impound back into City Code.

Attachments

Ordinance 2023-1586
Article Revision Summary

ORDINANCE NO. 2023-1586

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 13 (TRAFFIC) SECTION 13-3-19 OF GOODYEAR CITY CODE RELATED TO VEHICLE IMMOBILIZATION AND IMPOUND REQUIREMENTS; PROVIDING FOR CORRECTIONS, SEVERABILITY, PENALTIES, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona revised Article 13-3 (Standing and Parking) of Chapter 13 of Goodyear City Code with the adoption of Ordinance No. 14-1304 on July 7, 2014, to provide updated parking regulations and related penalties and fees; and

WHEREAS, in addition to updating provisions of Article 13-3, the July 7, 2014 revision also reorganized and renumbered the entire Article 13-3 to allow for the new sections and for ease of use and reference; and

WHEREAS, shortly after the adoption of the code provisions, staff discovered the consequences of renumbering Article 13-3 would now require the replacement of numerous City signs to reflect new Goodyear City Code Section number references, which would result in substantial time labor and cost to the City, in addition to several required changes in court's computer system; and

WHEREAS, on September 22, 2014, Council adopted Ordinance 14-1312 revising Article 13-3 to correct the renumbering of sections to align with City signs already in existence, thereby saving the cost of replacing numerous City signs; and

WHEREAS, the September 22, 2014 revision inadvertently removed the provision related to Vehicle Immobilization and Impound Requirements intended for Section 13-3-19; and

WHEREAS, the revision proposed in this Ordinance No. 2023-1586 seeks to add the provisions of Section 13-3-19 Vehicle Immobilization and Impound Requirements back into City Code as originally placed and intended; and

WHEREAS, the Mayor and Council of the City of Goodyear have determined it is in the best interest of the public health, safety, and welfare of the City of Goodyear and its citizens to amend Goodyear City Code Section 13-3-19 to add the aforementioned provisions.

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

SECTION 1. AMENDING GOODYEAR CITY CODE

Chapter 13 (Traffic) Section 13-3-19 (Vehicle Immobilization and Impound) of Goodyear City Code is hereby amended by replacing Section 13-3-19 in its entirety to read as follows:

SECTION 13-3-19 VEHICLE IMMOBILIZATION AND IMPOUND

(A) Authority to Immobilize or Remove Vehicles. Law Enforcement Officers are authorized to immobilize or remove any motor vehicle from any street, road or roadway to the nearest garage or towing company lot designated by or

contracting with the City or otherwise maintained by the City, under the following circumstances:

1) Unattended Motor Vehicle. When any motor vehicle is left unattended upon a public or private street, road, or roadway in an unlawful manner and is parked in such a manner as to constitute a hazard, obstruction, or impediment to the normal movement of traffic or is parked in a manner which obstructs a public or private driveway or in parked in violation of Section 13-3-5.

2) Attended Motor Vehicle. When any motor vehicle is parked upon a public street, road, or roadway in a manner that constitutes a hazard, obstruction, or impediment to the normal movement of traffic or in violation of Section 13-3-5 and the person in charge of the vehicle is incapacitated to such an extent as to be unable to provide for its custody or removal.

(B) Unoccupied Vehicle Violating Laws Declared Nuisance. Any unoccupied vehicle of any kind or description found under the circumstances provided in subsection (A) of this section is hereby declared to be a nuisance and a menace to the safe and proper regulation of traffic. Such vehicle may be taken in charge by any Law Enforcement Officer and removed from its location and kept in custody upon the direction of the Chief of Police. Such vehicle may be recovered by the owner after the owner provides government-issued identification establishing his/her identity, and proof of ownership of the vehicle. The owner of such vehicle shall be liable for all towing and storage charges in connection with the removal and storage thereof. The payment of the removal and storage charges shall not release the owner or driver of such vehicle from any other penalty imposed for violation of Goodyear City Code.

SECTION 2. CORRECTIONS

The City Attorney, City Clerk, the codifiers of the ordinance, and their respective designees are authorized to make necessary clerical corrections to this ordinance, including but not limited to, the correction of scrivener's/clerical errors, references, numbers, sections/subsection numbers and any references thereto.

SECTION 3. SEVERABILITY

If any section, subsection, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. PENALTIES

The penalties for violation of any section of this article are subject to the criminal penalties provided in Article 1-8.

SECTION 4. EFFECTIVE DATE

This ordinance shall become effective as prescribed by law. The provisions of the ordinance, regulation, or requirement of the city of Goodyear being amended by this ordinance shall remain in full force and effect until the effective date of this ordinance.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

SECTION 13-3-19 SUMMARY OF HISTORICAL AMENDMENTS		
Past Code	**Current Code**	**Proposed NEW Code**
Amended 7/7/2014 by: RES 14-1654 & Ord. 14-1304	Amended 9/22/14 by: RES 14-1665 & Ord. 14-1312	
Purpose: To add new provisions and to reorganize and renumber Article sections	Purpose: To correct and renumber back to previous numbers due to signage costs	Purpose: To add language correct language for 13-3-19 that was inadvertently removed
SECTION 13-3-22	SECTION 13-3-19	SECTION 13-3-19
VEHICLE IMMOBILIZATION AND IMPOUND	VEHICLE IMMOBILIZATION AND IMPOUND	VEHICLE IMMOBILIZATION AND IMPOUND
(A) Authority to Immobilize or Remove Vehicles. Law Enforcement Officers are authorized to immobilize or remove any motor vehicle from any street, road or roadway to the nearest garage or towing company lot designated by or contracting with the City or otherwise maintained by the City, under the following circumstances: 1) Unattended Motor Vehicle. When any motor vehicle is left unattended upon a public or private street, road or roadway in an unlawful manner and is parked in such a manner as to constitute a hazard, obstruction or impediment to the normal movement of traffic or is parked in a manner which obstructs a public or private driveway or in parked in violation of Section 13-3-5. 2) Attended Motor Vehicle. When any motor vehicle is parked upon a public street, road or roadway in a manner that constitutes a hazard, obstruction or impediment to the normal movement of traffic or in violation of Section 13-3-5 and the person in charge of the vehicle is incapacitated to such an extent as to be unable to provide for its custody or removal. (B) Unoccupied Vehicle Violating Laws Declared Nuisance. Any unoccupied vehicle of any kind or description found under the circumstances provided in subsection (A) above is hereby declared to be a nuisance and a menace to the safe and proper regulation of traffic. Such vehicle may be taken in charge by any Law Enforcement Officer and removed from its location and kept in custody upon the direction of the Chief of Police. Such vehicle may be recovered by the owner after the owner provides government issued identification establishing his/her identity, and proof of ownership of the vehicle. The owner of such vehicle shall be liable for all towing and storage charges in connection with the removal and storage thereof. The payment of the removal and storage charges shall not release the owner or driver of such vehicle from any other penalty imposed for violation of City Code.	[INADVERTENTLY REPLACED WITH INCORRECT SECTION TEXT] (A) All civil penalties shall be paid within 30 days from entry of judgment or issuance of the citation/parking ticket, except that if payment within 30 days will place an undue economic burden on a person, the court may extend the time for payment or may provide for installment payments. If the civil penalty plus surcharges are not paid or an installment payment is not made when due, the court may declare the entire civil penalty/surcharged immediately due and impose additional penalties as provided by law. (B) Failure to pay the full amount due as provided in Section 13-3-18(A), more than 90 days after the payment is due or ordered, will result in the imposition of an additional penalty of 75% of the original fine plus collection fees and surcharges as provided by law and Article 1-8. (Ord. 14-1304, passed 7-7-2014; Am. Ord. 14-1312, passed 9-22-2014. Formerly 13-3-22)	[ADDS THE CORRECT PROVISION BACK TO SECTION 13-3-19] (A) Authority to Immobilize or Remove Vehicles. Law Enforcement Officers are authorized to immobilize or remove any motor vehicle from any street, road or roadway to the nearest garage or towing company lot designated by or contracting with the City or otherwise maintained by the City, under the following circumstances: 1) Unattended Motor Vehicle. When any motor vehicle is left unattended upon a public or private street, road or roadway in an unlawful manner and is parked in such a manner as to constitute a hazard, obstruction or impediment to the normal movement of traffic or is parked in a manner which obstructs a public or private driveway or in parked in violation of Section 13-3-5. 2) Attended Motor Vehicle. When any motor vehicle is parked upon a public street, road or roadway in a manner that constitutes a hazard, obstruction or impediment to the normal movement of traffic or in violation of Section 13-3-5 and the person in charge of the vehicle is incapacitated to such an extent as to be unable to provide for its custody or removal. (B) Unoccupied Vehicle Violating Laws Declared Nuisance. Any unoccupied vehicle of any kind or description found under the circumstances provided in subsection (A) of this section is hereby declared to be a nuisance and a menace to the safe and proper regulation of traffic. Such vehicle may be taken in charge by any Law Enforcement Officer and removed from its location and kept in custody upon the direction of the Chief of Police. Such vehicle may be recovered by the owner after the owner provides government-issued identification establishing his/her identity, and proof of ownership of the vehicle. The owner of such vehicle shall be liable for all towing and storage charges in connection with the removal and storage thereof. The payment of the removal and storage charges shall not release the owner or driver of such vehicle from any other penalty imposed for violation of Goodyear City Code.

ITEM #: 12.
DATE: 08/28/2023
AI #:1623

CITY COUNCIL ACTION REPORT

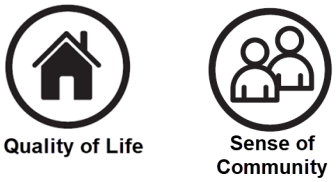
SUBJECT: AMEND CHAPTER 11 ARTICLE 11-1 (OFFENSES) OF GOODYEAR CITY CODE

STAFF PRESENTER(S): Anthony Polse, Assistant City Attorney

SUMMARY

The proposed Ordinance amendment revises Goodyear City Code Article 11-1, adding section definitions, providing clarification, and enacting a new section that authorizes law enforcement to cite persons refusing to provide identification or evidence of identity when lawfully detained.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT ORDINANCE NO. 2023-1585 AMENDING CHAPTER 11, ARTICLE 11-1 (OFFENSES) OF GOODYEAR CITY CODE; PROVIDING FOR CORRECTIONS, SEVERABILITY, PENALTIES, AND AN EFFECTIVE DATE. (Anthony Polse, Assistant City Attorney)

FISCAL IMPACT

There will be no direct fiscal impact on the City in FY 2024 or future years related to the adoption of this Ordinance and related City Code amendments.

BACKGROUND AND PREVIOUS ACTIONS

There have been no previous discussions or Council action regarding the proposed amendments to the various sections of Article 11-1 Offenses of Goodyear City Code.

STAFF ANALYSIS

Section 11-1-12 Prostitution has been amended to add definitions and provide clarity and identify the penalties for violation in alignment with state law.

Section 11-1-39 Amends the City Code to require suspects who are validly detained to give their full true name and date of birth. Previously, there was no requirement in City Code that required suspects to provide a date of birth when asked by law enforcement. New section 11-1-39 (Refusal to provide identification or evidence of identity when lawfully detained) has been added to rectify this issue.

Attachments

Ordinance

ORDINANCE NO. 2023-1585

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 11, ARTICLE 11-1 (OFFENSES) OF GOODYEAR CITY CODE; PROVIDING FOR CORRECTIONS, SEVERABILITY, PENALTIES, AND AN EFFECTIVE DATE.

WHEREAS, certain minor revisions are needed in Article 11-1 Offenses to add definitions and clarification to various sections of Article 11-1; and

WHEREAS, Section 11-1-39 will be added as a new Section to Article 11-1 to address and assist in identifying suspects involved in criminal activity; and

WHEREAS, the Mayor and Council of the City of Goodyear have determined it is in the best interest of the public health, safety, and welfare of the City of Goodyear and its citizens to amend Article 11-1 of Goodyear City Code.

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

SECTION 1. GOODYEAR CITY CODE CHAPTER 11, ARTICLE 11-1 (OFFENSES), SECTION 11-1-12 (PROSTITUTION) OF GOODYEAR CITY CODE IS HEREBY AMENDED TO ADD PENALTIES AND DEFINITIONS TO READ AS FOLLOWS:

§ 11-1-12 Prostitution.

(A) It is unlawful for any person to practice prostitution, to patronize a prostitute or to solicit any person to visit or patronize a prostitute or place of prostitution.

(B) Penalties:

1. A person who is convicted of a first violation of this section shall be sentenced to serve not less than fifteen consecutive days in jail and is not eligible for probation or suspension of execution of sentence until the entire sentence is served.

2. A person who is convicted of a second violation of this section shall be sentenced to serve not less than thirty consecutive days in jail and is not eligible for probation or suspension of execution of sentence until the entire sentence is served.

3. A person who is convicted of a third violation of this section shall be sentenced to serve not less than sixty consecutive days in jail, is not eligible for probation or suspension of execution of sentence until the entire sentence is served and shall complete an appropriate court ordered education or treatment program.

(C) It is an affirmative defense to a prosecution under this section that the defendant committed the acts constituting prostitution as a direct result of being a victim of sex trafficking.

(D) Definitions:

"Prostitution" means engaging in or agreeing or offering to engage in sexual conduct under a fee arrangement with any person for money or any other valuable consideration.

"Sexual conduct" means sexual contact, sexual intercourse, oral sexual contact or sadomasochistic abuse.

"Sexual contact" means any direct or indirect fondling or manipulating of any part of the genitals, anus or female breast.

"Sexual intercourse" means penetration into the penis, vulva or anus by any part of the body or by any object.

SECTION 2. CHAPTER 11, ARTICLE 11-1 (OFFENSES) OF GOODYEAR CITY CODE IS HEREBY AMENDED BY ENACTING A NEW SECTION 11-1-39 TITLED, "REFUSAL TO PROVIDE IDENTIFICATION OR EVIDENCE OF IDENTITY WHEN LAWFULLY DETAINED," TO READ AS FOLLOWS:

§ SECTION 11-1-39 - Refusal to provide identification or evidence of identity when lawfully detained.

(A) It is unlawful for a person after being advised that the person's refusal to answer is unlawful, to fail or refuse to provide identification or evidence of identity on request of a law enforcement officer who has lawfully detained the person based on reasonable suspicion that the person has committed, is committing or is about to commit a civil or criminal violation of an ordinance of the city or any law of the State of Arizona or the United States.

(B) Definitions.

For purposes of this section:
(1) "Identification" means any legally issued government document that contains the person's:

(a) facial photograph
(b) true full name
(c) date of birth
(d) physical description, including, but not limited to, height, weight, eye color, sex, and hair color

(2) "Evidence of identity" means that the person has provided the peace officer with the person's true full name and date of birth upon request of a law enforcement officer.

(3) "Law enforcement officer" means those persons responsible for the enforcement of the provisions of the Goodyear Municipal Code, including provisions related to fire, building, zoning, and life and safety codes; those individuals empowered to make arrests for offenses under

the Goodyear Municipal Code; or those individuals responsible for the enforcement of federal or state criminal laws.

(4) A violation of this section is class one misdemeanor and subject to the penalty in Article 1-8 of this code.

SECTION 4. CORRECTIONS

The City Attorney, City Clerk, the codifiers of the ordinance, and their respective designees are authorized to make necessary clerical corrections to this ordinance, including but not limited to, the correction of scrivener's/clerical errors, references, numbers, sections/subsection numbers and any references thereto.

SECTION 5. SEVERABILITY

If any section, subsection, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. PENALTIES

The penalties for violation of Sections 11-1-12 (Prostitution) are subject to the penalties listed in Section 1 of this Ordinance and the newly established penalties provided in Section 11-1-12 (B) of Goodyear City Code.

The penalties for violation of Sections 11-1-39 are subject to all criminal penalties provided in Article 1-8 as follows.

§ 1-8-1 Penalty. Any person found guilty of violating any provisions of this code, except as otherwise provided in this code, shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not to exceed $2,500 for an individual and not more than $20,000 for an enterprise or by imprisonment for a period of not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as hereinabove described. The term *ENTERPRISE* as used in this subsection shall mean any corporation, partnership, association, labor union or other entity or any group of persons associated in part although not a legal entity.

SECTION 4. EFFECTIVE DATE

This ordinance shall become effective as prescribed by law. The provisions of the ordinance, regulation, or requirement of the city of Goodyear being amended by this ordinance shall remain in full force and effect until the effective date of this ordinance.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ITEM #: 13.
DATE: 08/28/2023
AI #:1600

CITY COUNCIL ACTION REPORT

SUBJECT: REZONE THE SOUTHEAST CORNER OF BULLARD AVENUE AND VAN BUREN STREET TO I-1 (LIGHT INDUSTRIAL)

STAFF PRESENTER(S): Karen Craver, AICP, Principal Planner

OTHER PRESENTER(S):
Benjamin Graff, Quarles & Brady, LLP

SUMMARY

A request for a rezone of approximately 17 acres at the southeast corner of Bullard Avenue and Van Buren Street from the C-2 (General Commercial) Zoning District to the I-1 (Light Industrial) Zoning District for the anticipated development of additional data centers by Vantage.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2334 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2023-1581 REZONING APPROXIMATELY 17 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF BULLARD AVENUE AND VAN BUREN STREET FROM C-2 (GENERAL COMMERCIAL) TO I-1 (LIGHT INDUSTRIAL).

2. ADOPT ORDINANCE NO. 2023-1581 CONDITIONALLY REZONING APPROXIMATELY 17 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF BULLARD AVENUE AND VAN BUREN STREET FROM C-2 (GENERAL COMMERCIAL) TO I-1 (LIGHT INDUSTRIAL); AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Karen Craver, Principal Planner)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The approximately 17 acres at the southeast corner of Bullard Avenue and Van Buren Street (the “Property”) that is the subject of this rezone application is immediately north of the property upon which Vantage has completed and/or is nearing the completion of data centers (AZ11,12&13). The site of AZ11,12&13 was previously rezoned from I-2 (General Industrial) to I-1 (Light Industrial) by the City Council in 2004, with the adoption of Ordinance No. 04-884 on February 23, 2004. Ordinance No. 04-884 did not change the existing C-2 (General Commercial) zoning of the Property. This rezone application has not previously been presented to the City Council.

STAFF ANALYSIS

Current Policy:
A request to rezone property requires public review by the Planning and Zoning Commission and public review and approval by the City Council. The proposed rezone must be consistent with the General Plan and should not adversely impact the surrounding area.

Details of the Request:
The applicant is proposing to develop two additional data centers on the Property. Because a data center is not a permitted use in the C-2 (General Commercial) Zoning District, Vantage has submitted this application to rezone the Property to the I-1 (Light Industrial) Zoning District, which permits data centers. If the rezone is approved, Vantage intends to submit a site plan application for the AZ14 data center and the attached second phase of the data center, which will be AZ15. The Property includes the land area necessary to construct both phases.

If the data centers are developed on the Property, the architectural character of AZ14&15, a two-story, 461,603 square foot building, will be consistent with that of AZ11,12&13. To foster continuity, color selections and architectural features associated with AZ11,12&13 will be incorporated into AZ14&15, including a glazing curtain wall system, perforated metal screen walls, and a varying paint palette for the concrete tilt-up walls. A stipulation/ condition imposing this requirement has been incorporated into Ordinance 2023-1581.

The Property will be developed to incorporate a 50-foot wide landscape buffer along the frontage of Bullard Avenue consistent with the Bullard Avenue Corridor Design Treatment Strategies dated November 2018. In addition, this landscape buffer will extend around the Bullard/Van Buren corner and along the entire Van Buren frontage to 145th Avenue. In recognition of the importance of both Bullard and Van Buren to the city, the Property will be developed with not only the required screening around the generator yards along the south

building elevation (visible from Bullard) and the north elevation (fronting on Van Buren), but the Property will also be developed with a metal screen wall adjacent to both elevations that will conceal the generator exhaust stacks that will extend from the generators, up the elevations, to the top of the 55-foot-high parapet walls. There will also be additional perforated metal screening around the cooling units and other mechanical equipment on the roof. Although the intent is for the property to be developed with two additional data centers, the stipulations/conditions of the rezoning included in Ordinance 2023-1581 that require compliance with the foregoing would apply even if other permitted I-1 uses were developed on the property.

If developed with data centers as anticipated, direct access will be provided to AZ14&15 from Bullard Avenue. There will also be interior connections with the loop road that will be completed around AZ11,12&13, which will provide another access to Bullard, as well as to 145th Avenue, creating a data center campus. There will be no direct access from Van Buren Street to AZ14&15.

Evaluation Criteria:

1. Consistency with the General Plan.
The 2025 Goodyear General Plan designates the Property and surrounding area as Business & Commerce, which provides areas for the growth and development of Goodyear's economic base. Uses that are appropriate in the category include business parks, offices, warehouses, and other light industrial uses. The requested rezone to I-1 (Light Industrial) to allow the development of a data center is consistent with the General Plan.

2. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.
The Property is a vacant, flat site, as was the adjacent I-1 (Light Industrial) site on which the AZ11,12&13 data centers are nearing completion. The Property's physical and natural features are suitable for the development of an additional data center or other light industrial uses.

3. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.
Uses and zoning surrounding the Property include:

North – Vacant property (zoned Preliminary PAD with underlying Retail & Business Park designations). At the northwest corner of Bullard & Van Buren is the recently completed Cabana on Bullard multi-family development, and approximately 1400 feet from the corner is the Skyway church complex.
South – The existing Vantage Data Center & APS Substation (zoned I-1).
East – The Goodyear Municipal Complex (zoned I-1) which houses the Goodyear Justice Facility, Franklin Pierce College, and the City Building & Engineering Inspections Divisions.
West – Vacant property (zoned PAD with underlying C-2), and approximately 900 feet west of Bullard is the site of The Douglas, a multi-family project currently being developed adjacent to the Bullard Wash.

Because data centers generate very little noise and traffic, and because of the extensive streetscape that will be developed along both Bullard & Van Buren, and the significant screening that will be done on-site, it is not anticipated that AZ14&15 will negatively impact any of the surrounding uses.

4. Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under proposed zoning district would be better suited to the subject property than the uses allowed under current zoning.

The proposed I-1 (Light Industrial) Zoning District permits uses that would be compatible with the adjacent light industrial uses and future commercial and business park uses.

Luke Air Force Base:
The subject property is not located within the vicinity of a military airport; however, as part of the city's ongoing efforts to keep Luke aware of development in the city, the future site plan submittal will be forwarded to them.

Phoenix-Goodyear Airport:
Notice was provided to Phoenix-Goodyear Airport, and they have not provided any objection to the request.

5. Demand for the types of uses permitted in the proposed zoning district in relation to amount of land currently zoned and available to accommodate the demand.
Many of the uses permitted in the proposed I-1 (Light Industrial) Zoning District require access to major arterials and freeways, as well as easy access to adjacent electrical power. Not all the I-1-zoned properties in the city have good access to major transportation corridors and electrical power. Vantage chose the Bullard tech corridor for its existing and planned data center because of the close proximity of APS substations.

6. Demands for public services that will be generated by the uses permitted in the proposed zoning district.
Below is a summary of impact to public services.

Fire Response:
Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Second Nearest Goodyear Fire Station	Shortest path	
	Mins	Miles		Mins	Miles
#181	1.42	.72	#184	6.38	1.44

Police Response:
The Property is located within an existing Police patrol beat, and the proposed I-1 (Light Industrial) Zoning District does not alter the current level of service within the beat.

Streets/Transportation:
Both Bullard, with three northbound lanes, and Van Buren, with three eastbound lanes, are fully developed adjacent to the Property. And because Bullard Avenue is an arterial street, Vantage is required to construct deceleration lanes at all driveways serving the existing data center, as well as the planned data center. Vantage will also be required to provide a 25% contribution to the signalization of the Van Buren Street and 145th Avenue intersection, which provides access to the Goodyear Municipal Complex.

Water/Wastewater:
The Property is located within the City of Goodyear water and wastewater service area, and

services are available. If AZ14&15 develops on the Property, it will utilize a closed-loop air cooling system that requires zero water use, in contrast to many of the other cooling technologies used to cool data centers.

Solid Waste/Recycling:
Solid waste and recycling services for the Property, as well as for the AZ11,12&13 data centers, will be contracted through a commercial provider.

7. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.
The Property is in proximity to where existing public services are provided.

8. General public's concerns.

Public Participation:

Citizen Review Process:

Because there are no residents living within 500 feet of the Property, a formal neighborhood meeting was not held. Instead, in accordance with the Goodyear Zoning Ordinance, an alternative citizen review process was used. A postcard was mailed on July 12th to the owners of all properties within 500 feet of the subject property notifying the owners of the rezone request; directing them to the city website for additional information; providing both staff and applicant contact information; and letting them know they would receive a second postcard when public hearings on the request were scheduled. Staff did not receive any public inquiries as a result of the first postcard.

Planning and Zoning Commission Meeting:

Notice of the August 16th public hearing before the Planning and Zoning Commission and the August 28th public hearing before the City Council included a legal notice/display ad published in the Southwest Valley Republic on July 28th; a postcard mailed on July 25th to the owners of property within 500 feet of the Property; and two notice of public hearings signs posted on the Property on July 27th. To date, neither staff nor the applicant have received any inquiries regarding the request.

At the Planning and Zoning Commission public hearing on this item, following a presentation by staff, Commissioner Sambito stated her appreciation of the continuation of the Vantage product and of the significant screening that was proposed. Chairman Kish asked if staff had encountered any issues with the multiple data centers that have developed in the city. The Commission was told that although the typical data center building is very large, the design continues to improve with each one that is developed. The Commission was also told that the various data center developers are all turning to the use of air-cooled chillers rather than water-cooled chillers which is a benefit to the city.

Benjamin Graff, representing Vantage, thanked city staff and said they were great to work with. Chairman Kish asked if Vantage planned to develop more data centers, and the Commission was told definitely, partially because the city had been proactive by creating a brochure that showed potential sites for data center development. No member of the public spoke at the meeting regarding the rezone application, and the Commission voted 5-0 to recommend approval.

9. Whether the amendment promotes orderly growth and development.
If the rezone is approved, light industrial uses, which include the anticipated data centers, will be developed adjacent to existing data centers and an APS substation, consistent with the existing General Plan designation for the Property. The consistency promotes the orderly growth and development of the area.

10. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.
The proposed rezoning provides for significant screening of mechanical equipment and an enhanced streetscape along both Bullard Avenue and Van Buren Street that will provide beneficial impacts to the citizens of the City and the general public.

Staff Findings:
Pursuant to the above evaluation of this rezone request, staff finds that approval of the request, as set forth in Ordinance No. 2023-1581, promotes continued orderly growth and development in conformance with the city's General Plan, Zoning Ordinance, Design Guidelines, and Engineering Standards.

Attachments

Ordinance No. 2023-1581
Resolution No. 2023-2334
Supplementary Zoning Map
Legal Description
Aerial Photo
Rezone Narrative
Conceptual Rendering
Conceptual Site Plan
Staff Presentation
Applicant Presentation

ORDINANCE NO. 2023-1581

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 17 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF BULLARD AVENUE AND VAN BUREN STREET FROM C-2 (GENERAL COMMERCIAL) TO I-1 (LIGHT INDUSTRIAL); AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, the property subject to this Ordinance consists of approximately 17 acres generally located at the southeast corner of Bullard Avenue and Van Buren Street, as more particularly described in that certain document titled “Legal Description – Vantage Data Center AZ14”, which document was declared a public record by Resolution No. 2023-2334, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the “Property”); and

WHEREAS, the Property is currently zoned C-2 (General Commercial) pursuant to Ordinance 04-884 in which the Goodyear City Council conditionally approved the rezoning of 107.27 acres of property at the southeast corner of Bullard Avenue and Van Buren Street from C-2 (General Commercial) and I-2 (General Industrial Park) to C-2 (General Commercial) and I-1 (Light Industrial Park); and

WHEREAS, the General Plan Land Use Plan designates the Property as Business & Commerce, which provides areas for the growth and development of Goodyear’s economic base; and

WHEREAS, this request is to rezone the Property from C-2 (General Commercial) to I-1 (Light Industrial) for the development of the Vantage Data Center AZ14; and

WHEREAS, this rezoning request is consistent with the designation of the Property in the General Plan as Business & Commerce and will not adversely impact the surrounding area; and

WHEREAS, a rezoning request requires review by the Planning and Zoning Commission and final decision by the City Council through the public hearing process, and to be approved, a rezoning request must be found in conformance with the General Plan and to not adversely impact the surrounding area as outlined in the Zoning Ordinance; and

WHEREAS, public notice that this rezoning request was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on August 16, 2023, appeared in the Arizona Republic Southwest Valley edition on July 28, 2023; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on August 16, 2023, to consider the rezoning of the Property, and the Commission voted (5-0) to recommend approval the proposed rezoning; and

WHEREAS, public notice that this rezoning request is to be considered and reviewed at a public hearing held before the City Council on August 28, 2023, appeared in the Arizona Republic Southwest Valley edition on July 28, 2023; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona find the adoption of this Ordinance to be in the best interests of the public interest, health, comfort, convenience, safety, and general welfare of the citizens of the City of Goodyear;

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

SECTION 1. DESCRIPTION OF THE PROPERTY BEING REZONED

This Ordinance No. 2023-1581 applies to that parcel of land in Goodyear, Maricopa County, Arizona, generally located at the southeast corner of Bullard Avenue and Van Buren Street, as more particularly described in that certain document titled “Legal Description – Vantage Data Center AZ14”, which document was declared a public record by Resolution No. 2023-2334, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the “Property”).

SECTION 2. REZONING

The Property is conditionally rezoned from the C-2 (General Commercial) Zoning District to the I-1 (Light Industrial) Zoning District.

SECTION 3. STIPULATIONS

The rezoning of the Property is subject to the following stipulations and conditions:

1. Approval of the rezoning does not constitute approval of any site plan for development within the Property. All future development will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access, and circulation; and

2. Owner shall convey to the City of Goodyear, lien free and free of all encumbrances unless expressly agreed to by the City of Goodyear, a portion of the Property at the corner of Van Buren Avenue and Bullard Avenue needed for a corner corridor entry feature as reflected in "Bullard Avenue Corridor Design Treatment Strategies November 2018", which document was declared a public record by Resolution No. 2018-1914, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the “Monument Parcel”). The City of Goodyear shall reimburse Owner the fair market value of the Monument Parcel to be conveyed herein exclusive of the value of the landscape improvements installed within Monument Parcel pursuant to stipulations/conditions 3 and 4 below. Except as otherwise provided in a Development Agreement approved by the Goodyear City Council, the size of the Monument Parcel shall be no less than 100-feet by 100-feet and the Monument Parcel shall be conveyed to the City after the Bullard Avenue Landscape Buffer (defined below) and the Van Buren Avenue Landscape Buffer (defined below) have been completed; and

3. Except as otherwise provided in a Development Agreement approved by the Goodyear City Council, Owner, at Owner's sole cost and expense, shall develop a 50-foot wide landscape buffer along the frontage of the western boundary of the Property adjacent to Bullard Avenue that complies with the design strategies as established within that certain document titled "Bullard Avenue Corridor Design Treatment Strategies November 2018", which document was declared a public record by Resolution No. 2018-1914, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Bullard Avenue Landscape Buffer"). No Final Certificate of Occupancy shall be issued for any structure on the Property until the Bullard Avenue Landscape Buffer has been completed; and

4. Owner, at Owner's sole cost and expense, shall develop a 50-foot wide landscape buffer along the frontage of the northern boundary of the Property adjacent to Van Buren Street (the "Van Buren Avenue Landscape Buffer"). Although the Bullard Avenue Corridor Design Treatment Strategies dated November, 2018 does not apply to Van Buren Street, the Van Buren Avenue Landscape Buffer shall comply with the design strategies as established within that certain document titled "Bullard Avenue Corridor Design Treatment Strategies November 2018", which document was declared a public record by Resolution No. 2018-1914, and which is referred to and made a part hereof as if fully set forth in this Ordinance. No Final Certificate of Occupancy shall be issued for any structure on the Property until the Van Buren Street Landscape Buffer improvements have been completed; and

5. Screening walls shall be constructed so that no generators shall be visible from Bullard and Van Buren; and

6. Screening walls made of metal, or if approved by the Zoning Administrator or designee, other materials, shall be constructed on the roofs of all structures on the Property as needed so that no generator exhaust stack, or any other mechanical equipment, is visible from Bullard or Van Buren extending above screening walls or parapet walls, which are expected to be 55-feet high pre-cast concrete; and

7. To foster continuity with the development to the south, if data centers are developed on the Property, the color selections and architectural features associated with AZ11,12&13 will be incorporated into the data centers developed on the Property, including a glazing curtain wall system, perforated metal screen walls, and a varying paint palette for the concrete tilt-up walls; and

8. Owner shall, at no cost to the City, convey, in fee, lien free, and free from all encumbrances other than those approved by the City Engineer or his/her designee, the following right-of-way:

a. Right-of-way for the Bullard Avenue improvements constructed along the frontage of the Property, including sidewalks, that has not previously been conveyed to the City; and
b. Right-of-way for the intersection improvements constructed at the southeast corner of Van Buren Avenue and Bullard Avenue adjacent to the Property, including sidewalks, that has not previously been conveyed to the City; and
c. Right-of-way needed for the completion of the improvements to 145th Avenue Owner is required to construct; and

9. Owner shall, at no cost to the City, convey, lien free, and free from all encumbrances other than those approved by the City Engineer or his designee, the following easements:

    a. A 10-foot public utility and sidewalk easement ("PUSE") located along the the eastern boundary of the Bullard Avenue Right-of-Way, which includes sidewalks, (the western frontage of the Property) unless the City Engineer or designees approves an alternative location for the PUSE required herein; and
    b. A public utility and sidewalk easement ("PUSE") along the back of the sidewalk and around the bus bay constructed within the Bullard Avenue right-of-way along the northern boundary of the Property per Standard Detal G-3243-1 of the City of Goodyear Engineerring Standards and Policies; and
    c. An 8-foot public utility and sidewalk easement ("PUSE") along the western boundary of the North 145th Avenue right-of-way (the eastern frontage of the Property); and

10. Owner shall, at no cost to the city, design and construct all improvements required for the completion of the full half-street improvements for the west-half of the section of 145th Avenue along or adjacent to the frontage of the Property required for a local street as set forth in the Engineering Design Standards and Policies in effect when the improvements are constructed, including, by way of example, buit not limitations, sidewalks, landscaping, landscape irrigation and street lights (the "145th Avenue Imrpovements"). The 145th Avenue Improvements shall be completed prior to the issuance of any final Certificate of Certificate of Occupancy for any structure within the Property; and

11. Except as otherwise provided in a Development Agreement approved by the Goodyear City Council, Owner shall, at Owner's sole cost, provide the city with a physically and legally available water supply sufficient to provide the water needed to serve the Property in excess of 1,500 gallons per acre per day that satisfies the Arizona Department of Water Resources' ("ADWR") standards for modifications of the City of Goodyear's Designation of Assured Water Supply to increase the Designation water portfolio by an amount equivalent to the amount of the additional water needed to serve the Property and that provides for sufficient renewable supplies to offset the additional water demand. Notwithstanding this requirement, no part of this stipulation shall be construed as a promise of availability of up to 1,500 gallons per

acre per day of City water to serve the Property, which availability shall be determined by the City in the City's sole discretion and pursuant to the limitations of the City's latest Designation of Assured Water Supply order, committed demand changes, ordinances and policies in effect at the time Owner submits Owner's final plat or site plan for uses within the property; and

12. Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for work within the Property, whichever is earlier; and

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

14. In addition to constructing the infrastructure improvements specifically identified herein, Owner shall construct, at no cost to the city, all infrastructure improvements required by the City of Goodyear subdivision regulations, all Building Codes and Regulations adopted by city, and the Engineering Design Standards and Policy Manual in effect at the time of construction; and

15. The references to specific obligations that are addressed in the City's Development Regulations, which include but is not limited to, the requirements in the City of Goodyear Engineering Design Standards and Policies Manual, the City of Goodyear Subdivision Regulations, the City of Goodyear Zoning Ordinance, and the Building Codes and Regulations adopted by the City of Goodyear, does not relieve Owner of complying with all applicable Development Regulations, and

16. Owner shall dedicate, at no cost to the city, all rights-of-way and/or easements within the boundaries of the Property that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required for the construction of

improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, all dedications shall be made prior to or concurrent with recordation of a final plat or approval of a site plan that includes the area in which the dedicated property is located or when requested by the City Engineer or his/her designee, whichever is earlier; and

17. All existing above ground utilities, except for electric lines that are 69kV or larger, located within and adjacent to the Property, including but not limited to, cable and electrical utilities, shall be placed underground at no cost to the city. Unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the Goodyear City Council, the undergrounding of the utilities required herein shall be completed prior to the issuance of the first Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property; and

18. No final plat shall be recorded, and/or no certificate of occupancy shall be issued until Owner has provided the City with all approvals and/or easements from jurisdictions or parties whose property interests will be impacted by the development contemplated by such final plat, and/or construction document. All required approvals and easements shall be in a form acceptable to the City Engineer or his/her designee; and

19. Any modifications to existing private irrigation facilities as a result of the development of the Property shall be coordinated with the appropriate Irrigation District/private owner; and

20. Notwithstanding anything to the contrary in this Ordinance, Owner shall convey the right-of-way and/or easements that are to be conveyed pursuant to the terms of this Ordinance prior to the deadlines for conveyance set forth herein or in a written phasing plan or development upon the written request by the City Engineer or his/her designee if such right-of-way and/or easement(s) are required for the construction of public infrastructure improvements by the city or others; and

21. If any of the infrastructure improvements Owner is required to design and construct pursuant to the terms of this Ordinance have been constructed or is to be 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. The payment requirement herein shall be paid prior to or concurrent with the recordation of a final plat triggering Owner's obligation to design and construct the infrastructure improvements.

SECTION 4. AMENDMENT OF ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning of the Property provided for herein by the adoption of that certain document titled "Official Supplementary Zoning Map No. 23-01", declared a public record by Resolution No. 2023-2334 and which is referred to and made a part hereof as if fully set forth in this Ordinance.

SECTION 5. ABRIDGEMENT OF OTHER LAWS

Except where expressly provided, nothing contained herein shall be construed to be an abridgement of any other ordinance, regulation, or requirement of the city of Goodyear.

SECTION 6. CORRECTIONS

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

SECTION 7. SEVERABILITY

If any provision 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 8. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 9. PENALTIES

Any person who violates any provision of this Ordinance shall be subject to penalties set forth in Section 1-2-3 of the city of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:

Section 1-2-3 Violations and Penalties

A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, building, structure, sign, landscaped area, parking lot or fence, or to permit the use of any lot or land contrary to, or in violation of any provisions of this Ordinance, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this Ordinance or is unspecified and not classified by the Zoning Administrator is prohibited in any district.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (Person). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

D. Penalty. Any Person who violates any of the provisions of this Ordinance and any amendments there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000) per offense; or

2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the city of Goodyear Municipal Court for violations hereunder.

SECTION 10. RECORDATION

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

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

RESOLUTION NO. 2023-2334

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2023-1581 REZONING APPROXIMATELY 17 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF BULLARD AVENUE AND VAN BUREN STREET FROM C-2 (GENERAL COMMERCIAL) TO I-1 (LIGHT INDUSTRIAL.

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

SECTION 1. DECLARATION OF PUBLIC RECORDS

That certain document titled "Official Supplementary Zoning Map No. 23-01", a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That certain document titled "Legal Description – Vantage Data Center AZ14", a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2023-1581.

SECTION 3. COPIES FILED WITH THE CITY CLERK

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

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

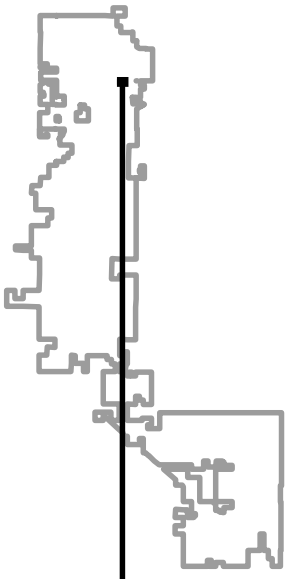
_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 23-01

AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO._____, PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____, 2023.

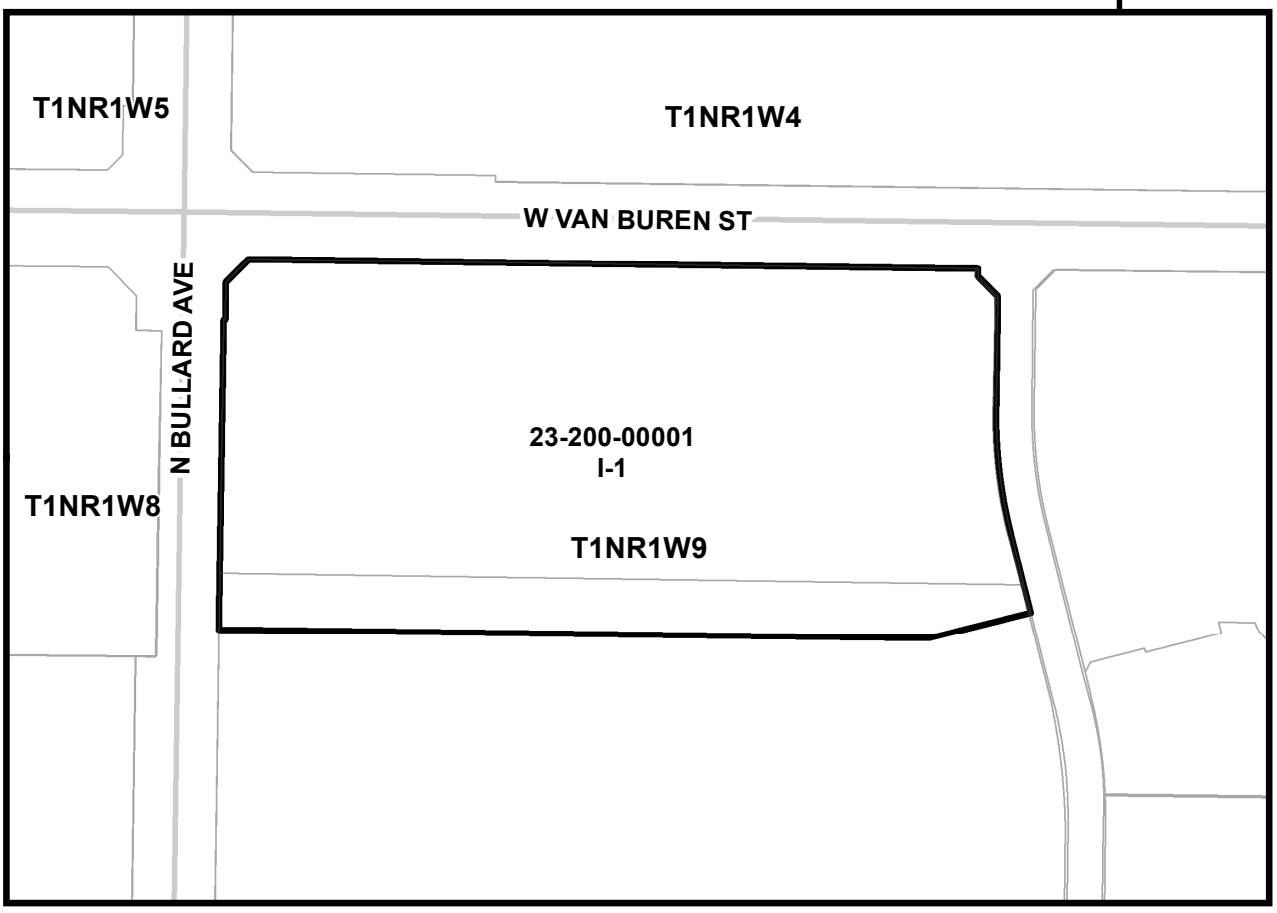


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

A portion of the Northwest Quarter Section 9, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT			DATE:
A	REZONE FROM C-2 TO I-1	23-200-00001	July 2023

Exhibit B
Legal Description
Vantage Data Center AZ14

LOT 1 OF THE MINOR LAND DIVISION OF CENTERPOINT IN BOOK 1410 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA, AND ADJACENT RIGHTS OF WAY, LOCATED WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE NORTHWEST CORNER OF SAID SECTION 9, FROM WHICH A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 9 THEREOF BEARS SOUTH 00 DEGREES OO MINUTES 00 SECONDS EAST, 2638.41 FEET;
THENCE NORTH 89 DEGREES 53 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 1319.88 FEET;

THENCE SOUTH 00 DEGREES OO MINUTES 15 SECONDS EAST, ALONG THE CENTERLINE OF 145TH AVENUE, A DISTANCE OF 293.07 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 750.00 FEET;

THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID 145TH AVENUE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 49 SECONDS, A DISTANCE OF 196.53 FEET;

THENCE SOUTH 15 DEGREES 01 MINUTES 04 SECONDS EAST, ALONG THE CENTERLINE OF SAID 145TH AVENUE, A DISTANCE OF 80.65 FEET;

THENCE SOUTH 74 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF 30.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID 145TH AVENUE;

THENCE NORTH 90 DEGREES 00 MINUTES OO SECONDS WEST, A DISTANCE OF 1337.44 FEET TO THE WEST LINE SAID SECTION 9;

THENCE NORTH 00 DEGREES 00 MINUTES OO SECONDS EAST, ALONG SAID WEST LINE OF SECTION 9, A DISTANCE OF 570.68 FEET AND TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 760,336 SQUARE FEET OR 17.455 ACRES, MORE OR LESS.

Aerial Exhibit
23-200-00001
Vantage Data Center AZ14



7/13/2023 1:17:47 PM

Vantage Data Center AZ-14 Rezoning

Project Narrative

I-1 Light Industrial Park Rezoning for a Proposed Data Center Development on Approximately 14 Acres Located at the Southeast Corner of Bullard Avenue and Van Buren Street

Prepared by:

Benjamin Graff
Crissy Jung
Danielle Jordan
Quarles & Brady LLP
2 North Central Avenue, Suite 600
Phoenix, AZ 85004

Development Team

Owner

Peak Realty Investment 2 LLC
2820 Northwestern Parkway
Santa Clara, CA 95051

Applicant

Vantages Data Center AZ11, LLC
Attn: Curtis Miller
100 Fillmore Street, Suite 610
Denver, CO 80206
Phone: 303-521-7569
Email: Curtis.Miller@vantage-dc.com

Architect

Corgan Associates, Inc.
Attn: Tom Kruger
5800 Bristol Pkwy, Suite 640
Culver City, CA 90230
Phone: (310) 873-3601
Email: tom.kruger@corgan.com

Representative/Zoning Attorney

Quarles & Brady LLP
Attn: Benjamin Graff
2 North Central Avenue, Suite 600
Phoenix, AZ 85004
Phone: 602-229-5683
Email: Benjamin.Graff@quarles.com

Table of Contents

I. Introduction …… 4

II. Property Overview …… 4

III. General Plan Conformity …… 5

IV. Transit Oriented Development Overlay …… 6

V. Compatibility and Applicability of Proposed Zoning ……..7

VI. Physical and Natural Features……... 9

VII. Public Facilities and Infrastructure……..9

VIII. Fiscal Impacts, Health, Safety and Welfare …….……....10

IX. Conclusion …….……..…… 10

I. Introduction:

Quarles & Brady LLP submits this rezoning application on behalf of Vantage Data Centers ("Vantage") in regard to the roughly 14-acre site located at the Southeast corner of Bullard Avenue and Van Buren Street (the "Property"). The Applicant intends to rezone the Property from C-2 (General Commercial) to I-1 (Light Industrial Park) to allow for a data center use. See Zoning & Aerial Maps attached at **Tab A**. Vantage Data Centers is a leading data center developer with locations across the country and internationally, including a previously approved AZ1 data center located directly south of the Property. They have designed, developed and operated some of the world's most flexible and scalable data centers. The proposed data center will be in direct alignment with and will supplement the operation of the"AZ1" Data Center to the south of proposed rezoning.

II. Property Overview:

The Property is comprised of one parcel (45 South Bullard Avenue, Goodyear, AZ 85338; Parcel No. 500-10-857). The Property is currently zoned C-2 (General Commercial) and is located within the Transit Oriented Development ("TOD") Overlay. The Property has a General Plan designation of Business & Commerce. See Zoning & Aerial Maps attached at **Tab A**.

Vantage intends to construct the AZ14 Vantage Data Center ("AZ14"), a two-story building with approximately 451,603 square feet dedicated to the data center and associated uses as generally shown on the Conceptual Site Plan Attached at **Tab B** and Conceptual Renderings Attached at **Tab C**. The architectural character of proposed building will be consistent with that of the Vantage Data Center to the south ("AZ1"). To foster continuity, color selections and architectural features associated with the AZ1 building will be incorporated into the proposed structure. The main entrance is located along Bullard Avenue and include a glazing curtain wall system, metal panel components, and varying paint palette for the concrete tilt-up walls. There will be an enhanced 50-foot landscaping buffer, which utilizes the "Bullard Avenue Corridor: Design Treatment Strategies" which unites the use of a localized vegetation palette and enhances the area. These same landscape features and setbacks, building components, and color utilization, have been integrated along Van Buren Street, due to the importance of this major arterial road.

In addition to the proposed components noted above, installation of a berm, vegetation, and gabion wall will work in harmony with the Gateway Monument located at the Southeast corner of Bullard Avenue and Van Buren Street. Additionally, a perforated screen wall, will conceal exterior electrical equipment and generators which will resemble the existing AZ1 building. The proposed structure will follow an aesthetic continuation comparable to the currently constructed AZ1 building to south in order to compliment the overall campus of Vantage Data Center buildings. The proposed site will include two (2) secured site access points, one along the east side of Bullard Ave and another on the west side N 145th Avenue.

III. General Plan Conformity:

As noted above, the General Plan designates the Property as Business and Commerce. The proposed use is in compliance with the General Plan. See General Plan Map Attached at **Tab A**. The City of Goodyear General Plan encompasses an overall framework that includes Community Goals, Community Objectives, Policies and Action Items. The Community Goals are desired outcomes the City aims to achieve in order to realize the overall vision of the City of Goodyear. The Community Objectives, Policies and Action Items are used to achieve the Community Goals through implementation of policies and actionable items.

A. Community Goals

The City of Goodyear General Plan has identified 23 Community Goals reaching across three areas to include **(1)** Physical Growth and Development; **(2)** Community and Cultural Development; and **(3)** Economic Development. The request to rezone the Property addresses the Community Goals by: **(i)** providing a large data center that will contribute to the surrounding area; **(ii)** creating a unique character through architectural details that will continue throughout the Phoenix-Goodyear/MC-85/Bullard Corridor Job Center; and **(iii)** driving economic development opportunities for the area. The first Community Goal located within the Physical Growth and Development area is to achieve "[e]ffectively managed and well-distributed growth that meets or exceeds the quality of existing development and addresses the needs of existing and future residents and business." In this case, the rezoning request will attract a productive data center use that will provide significant economic growth, building upon the positive contributions to the surrounding neighborhood and city created from the ongoing development of the AZ1 property to the south. The second Community Goal located within the Community and Cultural Development area is to create "[v]ibrant and complete neighborhoods recognized as being people and family-friendly, each with their individual character yet connected and integrated into a cohesive Goodyear." To meet the intent of this goal, the Property will be improved with landscaping and architectural details that will continue the individual character of the Phoenix-Goodyear/MC-85/Bullard Corridor Job Center. The third Community Goal located within the Economic Development area is sustain "[a] resilient and diversified economy." The Applicant addresses this Community Goal by creating a state-of-the-art data center that will create future economic development in the area.

B. Community Objectives, Policies and Action Items

The City of Goodyear outlines Objectives, Policies and Action Items for each Community Goal. The rezoning request supports the following Objectives, Policies and Action Items for the Community Goals identified above. The first Community Goal is to achieve "[e]ffectively managed and well-distributed growth that meets or exceeds the quality of existing development and addresses the needs of existing and future residents and business." The main objective of achieving this goal is to "[p]rotect community assets from encroachment and incompatible land uses." The rezoning request is in line with the surrounding industrial land uses and does not encroach into any incompatible land uses. Additionally, the proposed data center is in line with the Growth Areas Map which designates this corridor as the Phoenix-Goodyear/MC-85/Bullard Corridor Job Center and a Redevelopment Area. See Growth Areas Map Attached at

Tab A. The second Community Goal is having "[v]ibrant and complete neighborhoods recognized as being people and family-friendly, each with their individual character yet connected and integrated into a cohesive Goodyear." The main objective of achieving this goal is to "[f]oster the creation and maintenance of attractive, high-quality neighborhoods." The rezoning request seeks to further expand the existing data center use which will create a quality industrial park for the area. The third Community Goal is creating "[a] resilient and diversified economy." The main objective for achieving this goal is to "[c]reate a built-environment that fosters economic development." The rezoning request will create a visually diverse and captivating architectural environment that is in line with City of Goodyear Design Guidelines which will foster future economic development.

C. Land Use and Transportation Plan

The Land Use and Transportation Plan designates the Property as "Business and Commerce" which is defined as "areas for growth and development of Goodyear's economic base including area for shopping and entertainment." In addition to the Universal Development Standards, the Business and Commerce Land Use Category sets forth seven additional development standards. The rezoning and associated site plan will comply with the applicable Development Standards set forth in the General Plan to include but not limited to the following:

- Standard 37: Light industrial uses such as warehousing or distribution centers are appropriate throughout the Business & Commerce category but should be buffered from residential uses.
- Standard 38: Businesses with high employment density are encouraged to locate adjacent to high-capacity roadway corridors (freeways, parkways, arterials) and transit corridors (light rail and arterials with bus service) to leverage high visibility and vehicular/pedestrian access.
- Standard 40: Walking and biking should be accommodated and encouraged by providing trails, bike lanes, sidewalks, and paths to allow for safe pedestrian movement. Linkages to nearby residential developments should be provided in conformance with Standard 28.

IV. Transit Oriented Development Overlay:

The Property is also located within the Transit Oriented Development ("TOD") Overlay. See TOD Map Attached at **Tab A**. The TOD Overlay "denotes areas within walking distance to a major future or existing transit route" and lays out additional development standards. The rezoning request and proposed data center use is in line with the TOD Overlay and will comply with the additional applicable development standards to include but not limited to the following:

- Standard 54: Development in the TOD Overlay should be pedestrian oriented and walkable/bikeable.
- Standard 58: Higher density and intensity uses are encouraged in the TOD Overlay. Low density, detached, single-family development is discouraged within the TOD Overlay in areas where medium or high density residential or mixed-use development would be more appropriate.

- Standard 59: Automobile-oriented uses that are designed without regard to pedestrians (e.g., fast food drive-through, gas station), large parking lots facing the street, and other features that inhibit walkability are discouraged within the TOD Overlay.

V. Compatibility and Applicability of Proposed Zoning:

As part of the City's analysis of a rezoning request, specific areas of compatibility and applicability/impact of the proposed request and development are set forth by the application process to include analysis of the following: **(1)** Surrounding uses; **(2)** Consistency with other land uses; **(3)** Land use demand; and **(4)** Neighborhood Outreach.

A. Surrounding Uses: *Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of such things as land suitability, environmental impacts, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential impact on property values.*

The proposed rezoning request and data center use will be compatible with the surrounding uses and zoning districts. The AZ1 data center building is located just south of the Property and is currently under construction. The proposed data center use that is the subject of this application will simply integrate the vacant parcel into an already approved use and site plan associated with the AZ1 parcel. Rezoning the Property's C-2 zoning into I-1 will allow the opportunity to blend the Property into the existing AZ1 parcel and eliminate the less compatible C-2 zoning district, thereby unifying the uses and zoning on the Southeast corner of the intersection.

The proposed structure will mirror the color selections and architectural features of the AZ1 building, such as the dynamic compositions of metal panels, curtain walls, and patterned concrete, to foster continuity for the overall Vantage Data Center campus. To further blend the proposed building into the environment of the area, an enhanced 50-foot landscaping buffer will be continued from the AZ1 building along Bullard Avenue and will reflect design features consistent with the "Bullard Avenue Corridor: Design Treatment Strategies," utilizing native vegetation. The enhanced landscaping features will also be integrated along Van Buren Street to provide additional compatibility with the arterial road, and berm, vegetation, and gabion walls will be installed to synchronize the Gateway Monument located at the Southeast corner of Bullard Avenue and Van Buren Street. To further ensure compatibility, a metal panel screen wall, designed similarly to the aesthetic of the AZ1 building with concrete tilt-up panels, will also be incorporated into the corner of the intersection to conceal and mitigate the exterior electrical equipment and generators, as well as provide a visual streetside appeal.

Vantage will also continue to prioritize its ongoing commitment to sustainability for the proposed data center. The proposed building will utilize air for cooling in a closed-loop chilled system to minimize overall water consumption and environmental impacts. Vantage's cooling design system achieves a water utilization efficiently of nearly zero, with effectively no water use.

The system will allow for reduced energy use and the campus is expected to achieve Green Globe certification.

The proposed site will also include two secured site access points along Bullard Avenue and 145th Avenue. Internal site circulation is accommodated between the proposed Property and the AZ1 parcel to the south to allow for a unified access area between the Properties, and to allow full access to the recently constructed driveway to the south along Bullard Avenue.

B. Consistency with Surrounding Land Uses: *Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under proposed zoning district would be better suited to the subject property than the uses allowed under current zoning*.

The Property is currently adjacent to a proposed data center use to the south, the Goodyear municipal complex to the east, and vacant parcels to the west and north of the Property. The proposed I-1 zoning district will be consistent with and integrative to the AZ1 data center use to the south and will eliminate the less compatible C-2 zoning. Unlike the proposed data center use, C-2 commercial uses would not be compatible or viable on this corner of the intersection due to the industrial-related uses which already border the parcel.

C. Land Use Demand: *Demand for the types of uses permitted in the proposed zoning district in relation to amount of land currently zoned and available to accommodate the demand.*

Data centers are in high demand in the valley, serve as an economic driver for the community, and bring significant investment and quality jobs to the area. the City of Goodyear has identified this site implies that the City Council has specifically identified this Southeast corner of the Bullard Avenue and Van Buren Street as a data center opportunity. See Goodyear Data Center Opportunities Brochure Attached at **Tab D**. Industrial zoning districts which have the proper infrastructure or space to allow for a data center use are highly limited within the City of Goodyear. Based on the Goodyear Data Center Opportunities brochure, there are approximately five total areas which are encouraged for a data center use, three of which are currently occupied or in construction. Therefore, the proposed use is appropriate for the underutilized vacant parcel. The existing C-2 zoning, however, is inconsistent with the goals set forth by the Data Center Opportunities Brochure.

D. Neighborhood Outreach: *General public's concerns -his will be identified through the public review process. Notice is sent to property owners within 500-feet of the property, any HOAs that are within the notice area, neighboring municipalities in the notice area, school districts, Luke AFB, ADOT, any identified stakeholders, and anyone who has requested to receive this type of notice.*

The Applicant will coordinate with the City to follow the Citizen Review process and is willing to work with the community to address any questions from the public throughout the rezoning application process. The Citizen Review process includes the delivery of notices at least 15 days prior to a meeting to nearby property owners within 500-feet of the property, any

homeowners' associations within the notice area, and any identified stakeholders to inform the community of upcoming meetings. Neighborhood Meeting could also be held in addition to postcard notifications being mailed. If a Neighborhood Mtg is held, it is the applicant's responsibility to present and justify the rezone application to the attendees. The Applicant will support City staff for public meeting as required by the rezoning process and will support staff to ensure required notifications, legal advertisements, and signage is mailed or posted at least 15 days prior to the public hearing dates.

VI. Physical and Natural Features: *Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district*

The Property is currently vacant with the site having been cleared and graded. the proposed site and adjacent streets are located within Flood Zone X. This flood zone indicates areas subject to 0.2-percent-annual-chance flood hazard and 1-percent chance flood with average depth less than one foot or with drainage area of less than one square mile. The building finished floors will be set to a minimum of 18 inches above the low outfall and 12 inches above the calculated adjacent highwater elevation to ensure the building is safe during storm events.

VII. Public Facilities and Infrastructure: *Demands for public services that will be generated by the uses permitted in the proposed zoning district and requirements for meeting such demands in terms of public infrastructure and facilities and other capital equipment, such as water supplies, water treatment, storage, and distribution facilities, wastewater treatment, recharge and distribution facilities, streets, bridges, schools and emergency services facilities and equipment*

The rezoning request will include upgrades to the sewer, drainage and water systems as well as any other necessary upgrades done by the owner as part of the development of the data center. The development will be serviced by an existing 16” PVC sewer main in Bullard Avenue or a 16” PVC sewer main in Van Buren Street. There are two existing 8” PVC sewer laterals located along Bullard Avenue that will be evaluated to connect to the private on-site sewer main to service the data center building. The sewer system will be within the City of Goodyear 157th Ave Wastewater Treatment Facility which has a rated plant capacity of 6.0 MGD, with a 2014 current plant treatment of 3.3 MGD. The city has entered an Enhanced Monitoring Program as required by Maricopa County Environmental Services Department (MCESD) for the 157th Water Reclamation Facility (WRF). There are currently multiple projects underway that will increase capacity at the WRF.

The development will provide an on-site fire line loop which will connect to the existing 16” DIP water main in Bullard Avenue. The fire line will connect at two water source points to create a looped onsite system. There is a 10” DIP water main in 145th Avenue available for the second water source point which will be determined during final design. Separate connections to the existing public water main will be made for domestic and irrigation services for the data center building and site. The development will size the internal waterlines per the City of Goodyear fire flow requirements. Additionally, fire hydrant spacing for the development will follow the City of Goodyear Engineering Design Standards and Policies Manual (EDS & PM) for hydrant spacing with a maximum of 400 feet. The development will be designed to deliver the required fire flow

to the building proposed on site. Per the City of Goodyear EDS & PM, this project will require a fire flow of 3,500 gpm minimum, unless reduced per the International Fire Code. Fire flow for buildings with approved automatic sprinkler systems may be determined based on the International Fire Code, using the building construction type and use. Given the proposed project demand, it is not foreseen that any additional storage or booster pump capacity is needed to serve the development.

The proposed site has existing concrete lined private irrigation ditches in addition to an active underground lateral that starts along Van Buren and runs east. The active lateral will not need to be altered during this project. There is an existing abandoned underground RID irrigation pipe that starts along Van Buren that runs west and then south along Bullard Avenue. The development will collect the storm water from site (APN 500-10-857), a portion of APN 500-10-858, and the half streets on the east side of Bullard Avenue and west side of 145th Avenue. The development will utilize catch basins and curb openings/rip rap spillways to collect the runoff from the site. Off-site drainage will be collected by existing concrete scuppers that will be piped from catch basins to onsite retention or routed directly to the proposed surface and underground retention along the east and west sides of the site. The development will be designed to retain the 100-year, 6-hour storm event volume from the site and adjacent half street right of way. Because this site is part of a larger phased development, other portions of the development have already accounted for the half street adjacent to the right of way and on-site. The onsite storm water runoff for the development will be stored in underground tanks and surface basins located in the interior of the site. Runoff from Bullard Avenue is planned to be stored in underground tank "UG-1", runoff from 145th Avenue is planned to be stored in basin "A," and drywells will be utilized to drain the underground tanks and surface basin within 36 hours. Per city of Goodyear storm drain quarter section map 058C, the half street along Van Buren Street has existing infrastructure that captures drainage in curb inlets and is piped into a 30 inch storm drain main located in the north side of the Van Buren Street centerline. Therefore this project will not be required to retain the half street storm event volume in Van Buren Street.

Bullard Avenue, Van Buren Street, and 145th Avenue are built to their ultimate condition. A new north bound right turn lane in Bullard Avenue will be provided for the new development per the EDS&PM requirements.

VIII. <u>Fiscal Impacts, Health, Safety and Welfare</u>: *Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided; Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public; Additional, unique factors may be identified at the pre-application meeting or during first review of the rezoning application*

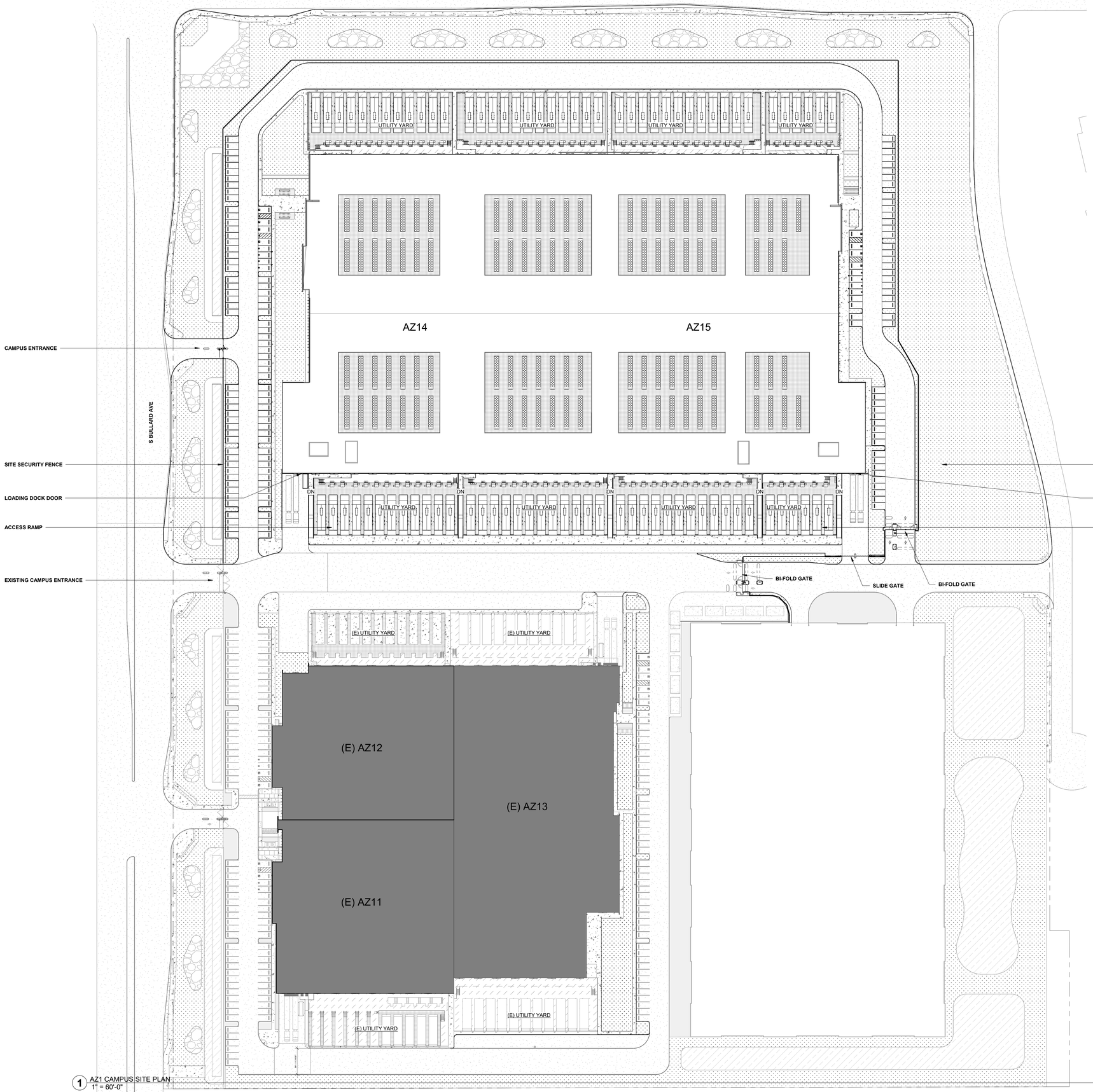
The Property is located to the west of the Goodyear Municipal Complex and along major arterial roads. Currently, no adverse fiscal impacts from the requested rezoning and data center use are expected. Conversely, the AZ14 Vantage Data Center, which will complete the overall Vantage campus, we create an economic injection into the area.. Additionally, the rezoning request will not have any impacts to the general health, safety and welfare for City of Goodyear residents or the general public. In fact, the project will bring additional development fostering growth for the City while incorporating sustainable uses of electricity and water.

IX. Conclusion:

The proposed rezoning request to Light Industrial Park meets the General Plan, Growth Area Map and TOD Overlay. The Applicant is proposing to construct the AZ14 Data Center, an expansion of the existing AZ1 Data Center campus to the south of the Property. The proposed rezoning request and site plan are in line with the surrounding land uses in the area. Site plan approval is a separate process. The Applicant believes the proposed rezoning will provide significant positive contributions and looks forward to further it's investment and ongoing partnership with the community and City of Goodyear.



AERIAL VIEW



1 AZ1 CAMPUS SITE PLAN
1" = 60'-0"

SITE INFORMATION:

SITE ADDRESS: 45 S BULLARD AVE, GOODYEAR, AZ
ZIP CODE: 85338

BUILDING FOOTPRINT:
413,185 SF

BUILDING HEIGHT:
46'-0" (EXCLUDING ROOFTOP DUNNAGE)
58'-6" (INCLUDING ROOFTOP DUNNAGE)

BUILDING SETBACKS (30'-0" REQUIRED PER SIDE):
VAN BUREN: 132'-0"
BULLARD: 120'-0"
145TH AVE: 80'-0"
SOUTH: 65'-0"

PROPOSED PARKING:
AZ14&15: 115
CAMPUS TOTAL: 267
ADA: 16
EV: 16

Project Number: 23085.0000

VANTAGE DATA CENTERS

A01-01 -
AZ1 - SD

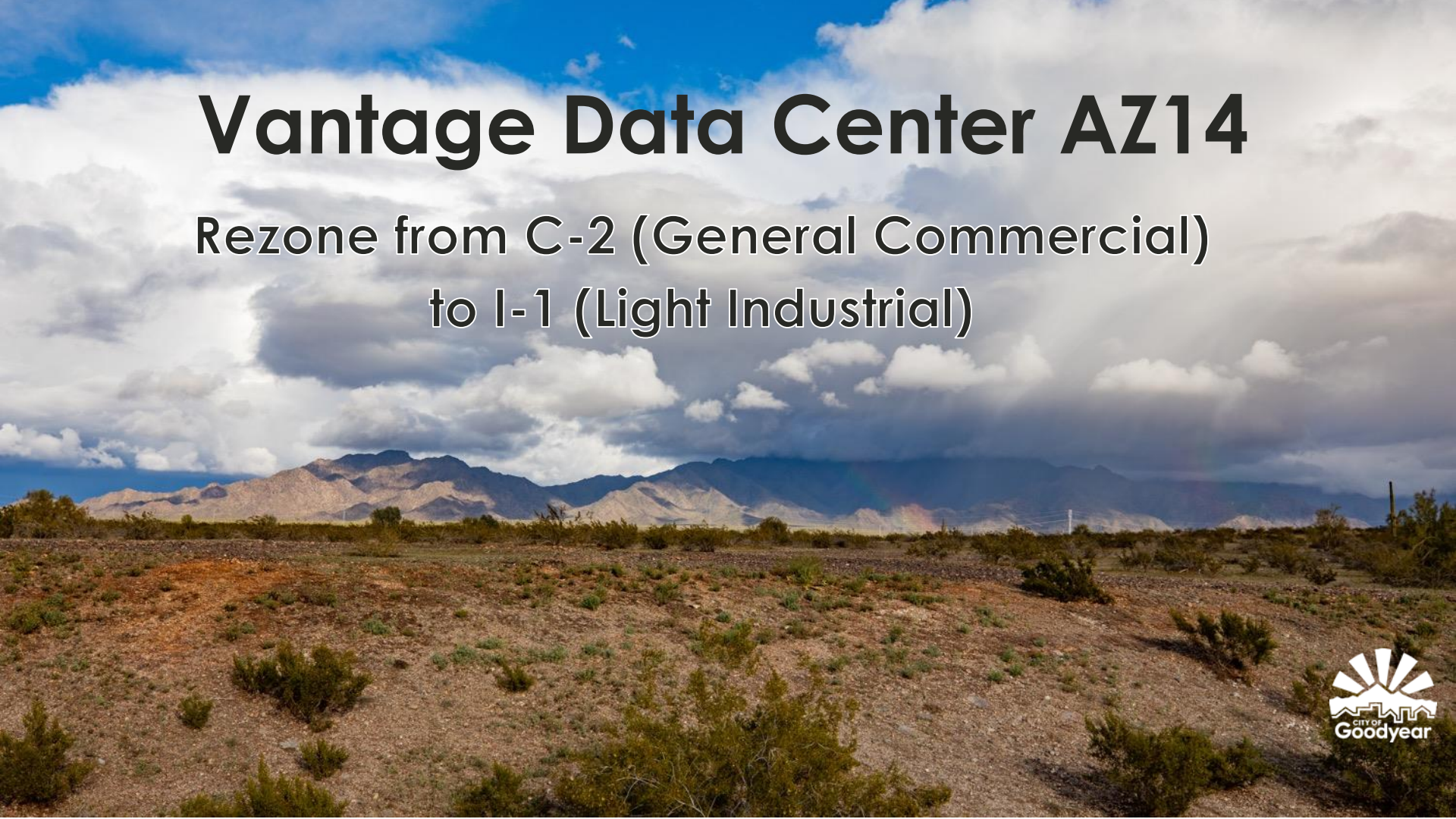
CAMPUS SITE PLAN
1" = 60'-0"
04/21/2023

NORTH

CORGAN

This Document was produced by or under the authority of GABE CLARK.

This document is incomplete and may not be used for regulatory approval, permit or construction.


Vantage Data Center AZ14
Rezone from C-2 (General Commercial)
to I-1 (Light Industrial)
City of Goodyear

Location

VANTAGE DATA CENTER AZ14 REZONE

17 acres @ SEC of Bullard & Van Buren

- N – Vacant; in process for REZ to I-1
- NW – Cabana at Bullard MF
- S – Vantage AZ11,12&13 under construction & APS Substation
- E – Goodyear Municipal Complex
- W – Vacant; zoned PAD w/underlying C-2



Background & Previous Actions

VANTAGE DATA CENTER AZ14 REZONE

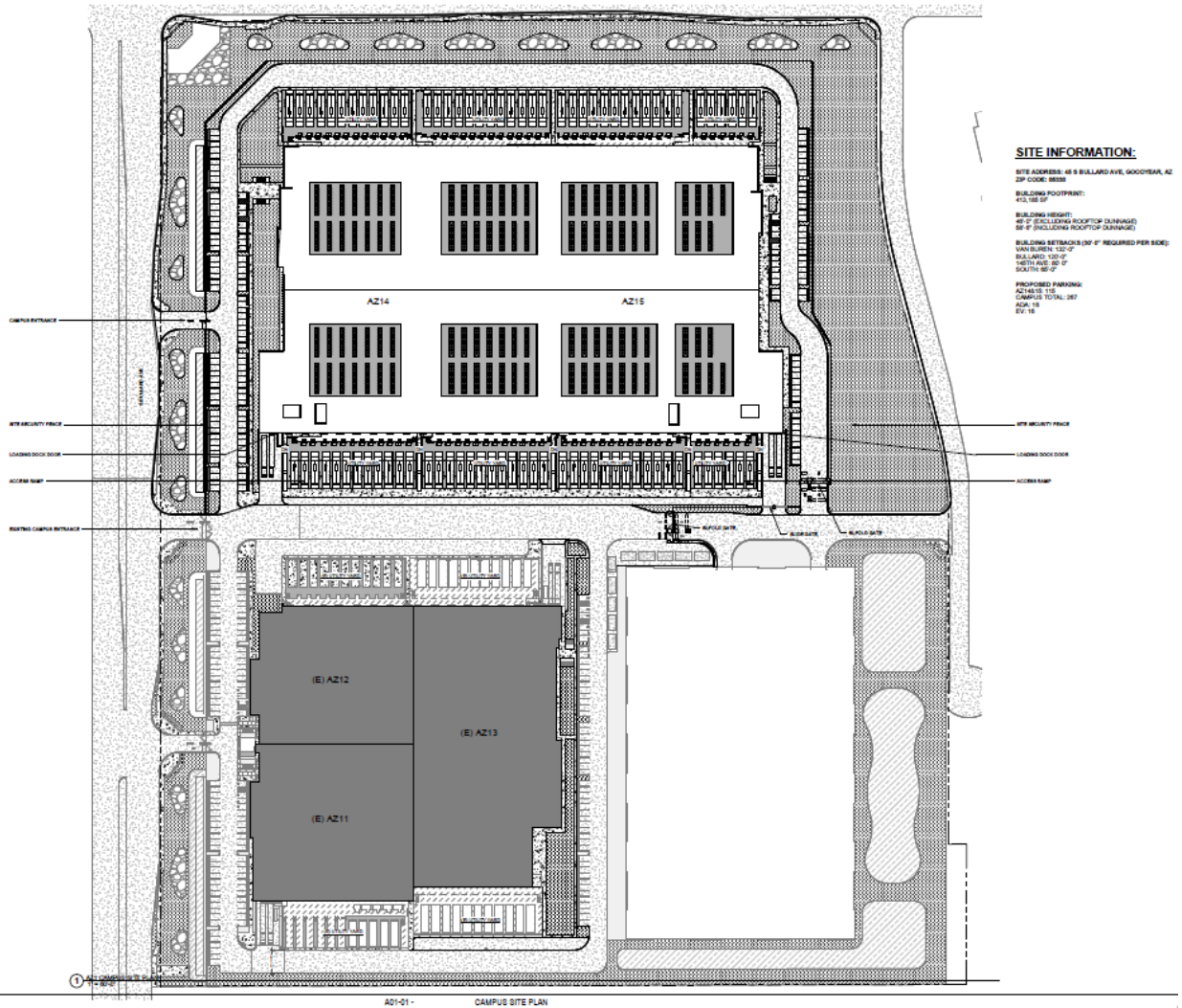
Business & Commerce Land Use

February 2004 – Part of 107 ac rezone from C-2 & I-2 to C-2 & I-1

- 17-acre subject property zoned C-2
- AZ11,12 & 13 & substation zoned I-1

February 2019 – Site Plan Approval for phased construction of data center campus (AZ11,12, & 13) & substation

Request to rezone subject property to I-1 for continued development of data center campus



SITE INFORMATION:

SITE ADDRESS: 45 S BULLARD AVE, GOODYEAR, AZ
ZIP CODE: 85338

BUILDING FOOTPRINT:
413,182 SF

BUILDING HEIGHT:
48'-0" (EXCLUDING ROOFTOP DUNNAGE)
58'-0" (INCLUDING ROOFTOP DUNNAGE)

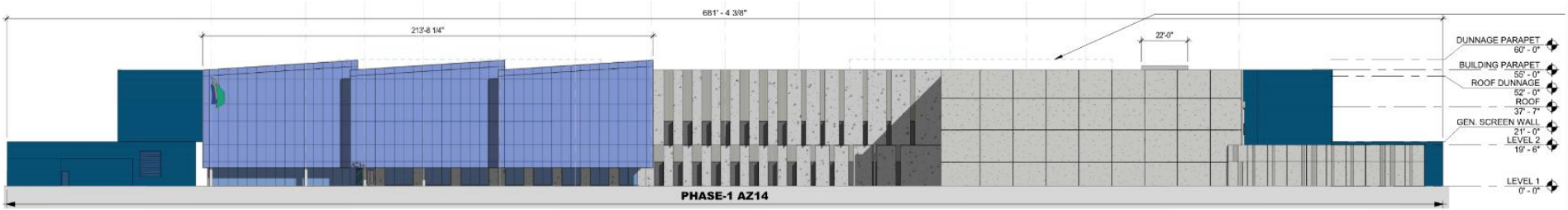
BUILDING SETBACKS (50' 0" REQUIRED PER SIDE):
VAN BUREN: 132'-0"
BULLARD: 130'-0"
145TH AVE: 80' 0"
SOUTH: 66'-0"

PROPOSED PARKING:
AZ14&15: 115
CAMPUS TOTAL: 267
ADA: 16
EV: 16

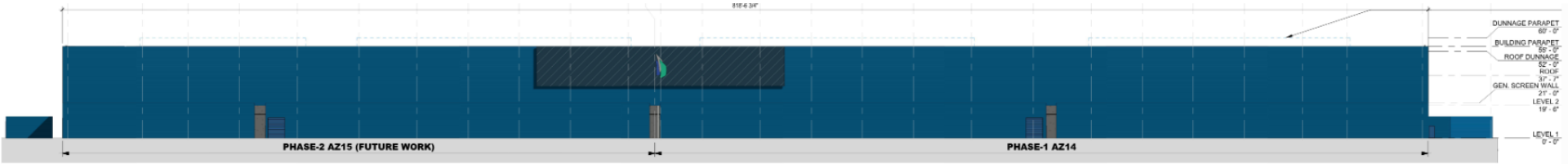
1 AZ1 CAMPUS SITE PLAN
1" = 80'-0"

A01-01 - AZ1 - SD
CAMPUS SITE PLAN
1" = 80'-0"
04/21/2023


W Van Buren St
W Van Buren St
W Van Buren St
W Van Buren St
W Van Buren St
W Van Buren St
W Van Buren St
N Bullard Ave
S Bullard Ave
N 145th Ave
N 145th Ave
State of Arizona CDL Testing
Maricopa County Recording Kiosk
Temporarily closed
Franklin Pierce University at Goodyear
Goodyear Municipal Complex
Goodyear Municipal Court
Goodyear Fire Department
Goodyear Police Department



4 EXTERIOR ELEVATION - WEST
1" = 30'-0"



3 EXTERIOR ELEVATION - NORTH
1" = 30'-0"


W VAN BUREN Street
S BULLARD Avenue

Public Participation Process

VANTAGE DATA CENTER REZONE

- Notice of Application
  - Postcards to property owners w/in 500’
  - No inquiries received
- Notice of Public Hearings
  - Legal Ad
  - Postcard
  - Property posted
- No inquiries or opposition

Staff Findings

VANTAGE DATA CENTER REZONE

- Meets Zoning Ordinance criteria for a rezone
- Consistent with General Plan & compatible with area
- Minimal impacts on neighboring properties & the public
  - Primary access from Bullard and no access from Van Buren
  - Secondary access via AZ11,12&13 loop road & 145th Ave
  - Will contribute to signalization of 145th & Van Buren intersection
  - Little noise or traffic
  - Little water use
  - Significant screening of generators, exhaust stacks & chillers
  - Bullard Avenue Streetscape also implemented along Van Buren

Recommendation

VANTAGE DATA CENTER REZONE

- Staff, and the Planning & Zoning Commission by a vote of 5-0, recommend approval subject to the stipulations in Ordinance 2023-1581


CITY OF
Goodyear



City of Goodyear
City Council Meeting

Vantage Data Centers - AZ14

45 S. Bullard Avenue, Goodyear, AZ

Project Number: 23-200-00001

August 28, 2023

Quarles

VANTAGE DATA CENTERS

Welcome and Introduction

Vantage Data Centers

- Adrian Sanchez, Senior Project Engineer
- Curtis Miller, Senior Development Manager

Quarles & Brady LLP

- Ben Graff, Land Use and Zoning Attorney
- T.J. Mitchell, Land Use and Zoning Attorney
- Josh Mike, Senior Land Planner
- Crissy Jung, Paralegal

Public Policy Partners

- Rob Dalager, Government Relations Specialist
- Meghaen Dell'Artino, Managing Partner

Corgan Associates Inc.

- Nidhi Desai, Project Lead
- Tom Kruger, Project Manager – Vice President

About Vantage Data Centers

- Vantage Data Centers ("Vantage") is a leading international data center developer with experience here in Arizona, including the previously approved AZ1 data center in Goodyear.
- Since June 2010, Vantage has provided digital infrastructure to some of the world's largest hyperscale and cloud companies in over five continents and 30 campuses worldwide.
- Vantage uses a forward-looking model created especially for the ongoing tech revolution. Vantage is committed to collaboration with local communities to create the world's most flexible and scalable data centers.

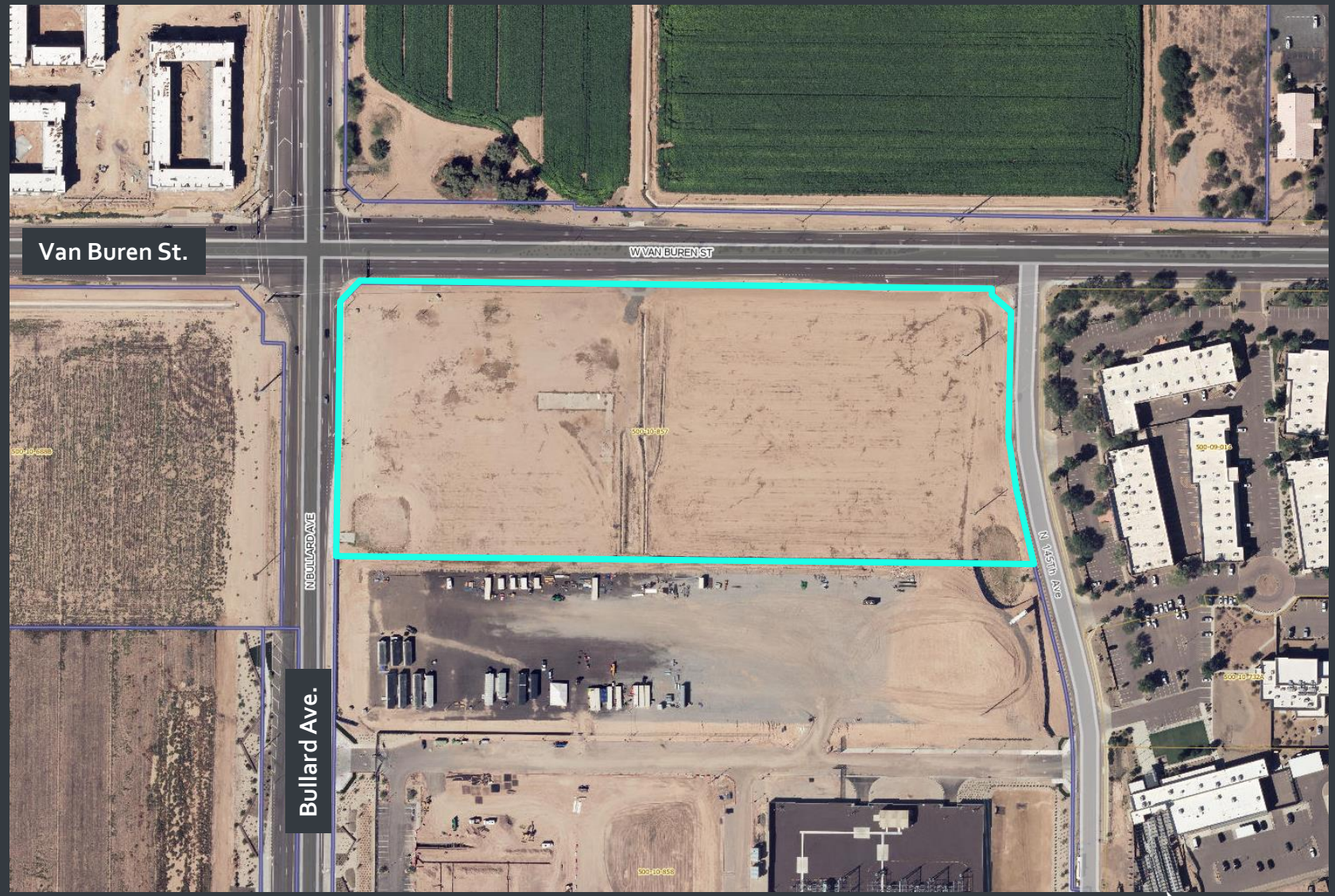
Property Overview

- Approximately 17 acres located at 45 South Bullard Avenue, Goodyear, AZ 85338, on the Southeast Corner of Bullard Avenue and Van Buren Street (the "Property").
- Currently zoned General Commercial ("C-2") and is located within the Transit Oriented Development ("TOD") Overlay.
- Proposed two-story data center building referred to as "AZ14" consistent with the architectural character of the previously approved "AZ1" building to the South.
- Continued development of the existing Vantage Data Denter Campus. The Property is currently vacant and underutilized.

AERIAL MAP

45 S. Bullard Avenue
Goodyear, AZ 85338

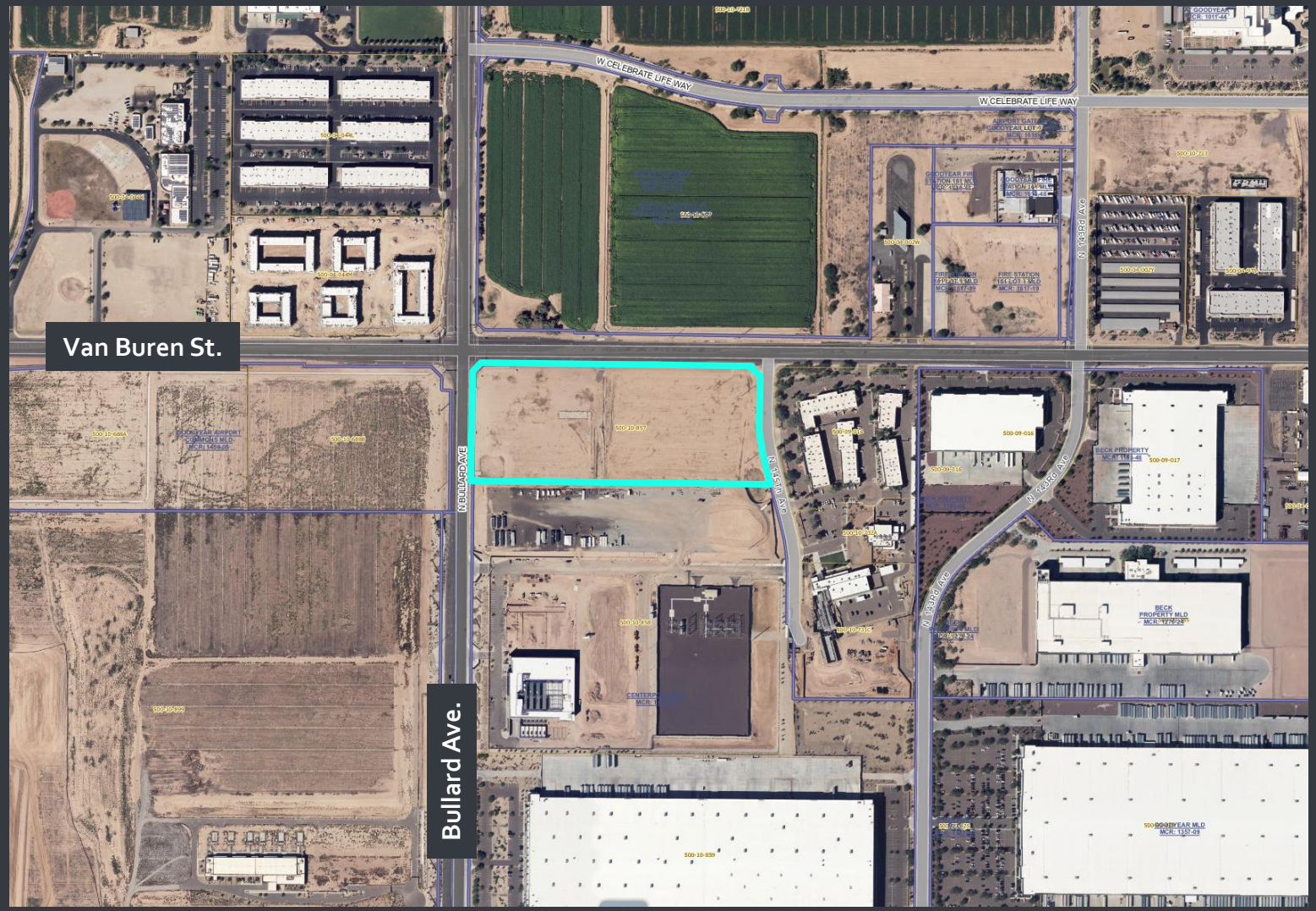
APN: 500-10-857



AERIAL MAP

45 S. Bullard Avenue
Goodyear, AZ 85338

APN: 500-10-857



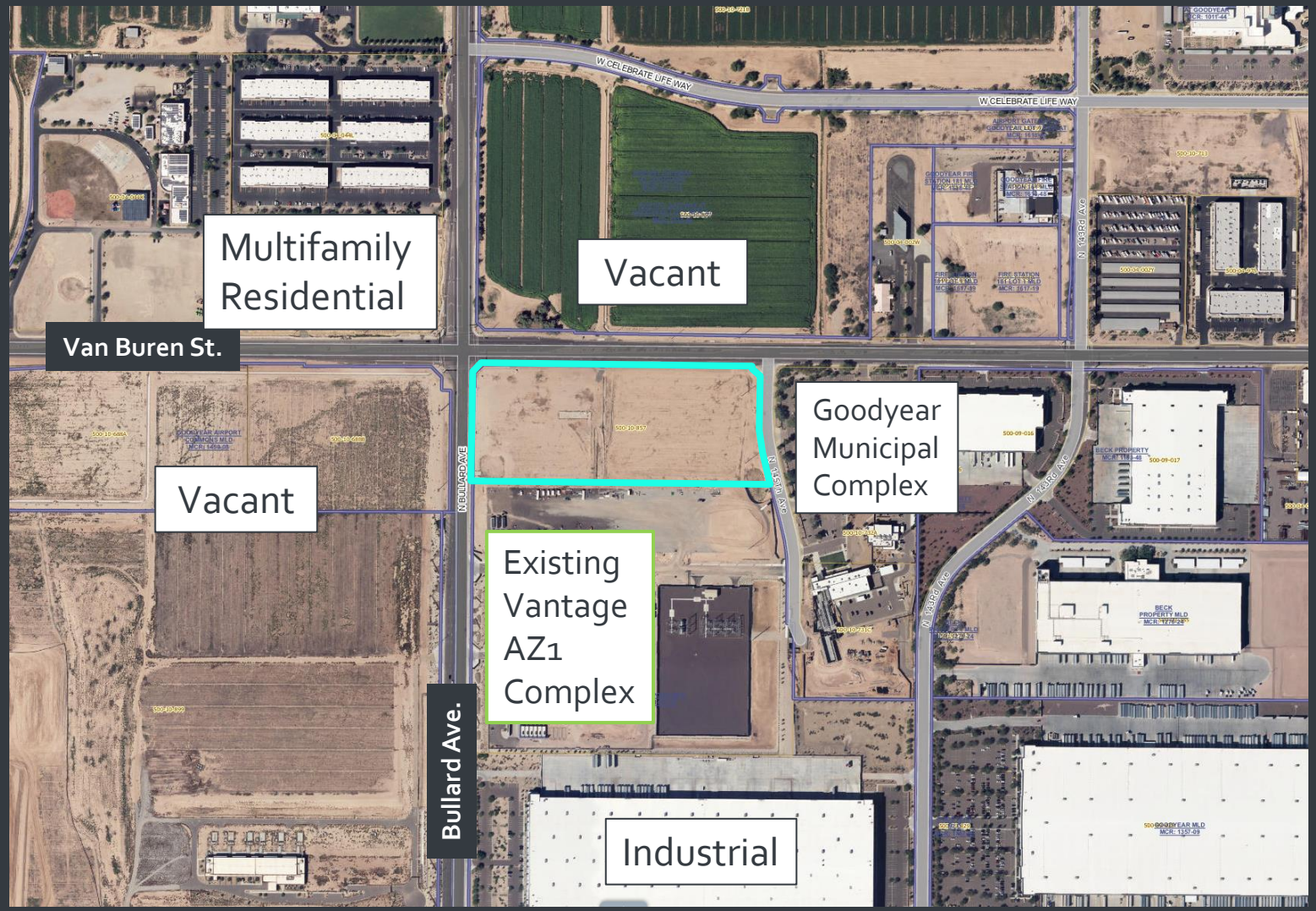
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VANTAGE DATA CENTERS

AERIAL MAP
(with surrounding uses)

45 S. Bullard Avenue
Goodyear, AZ 85338

APN: 500-10-857



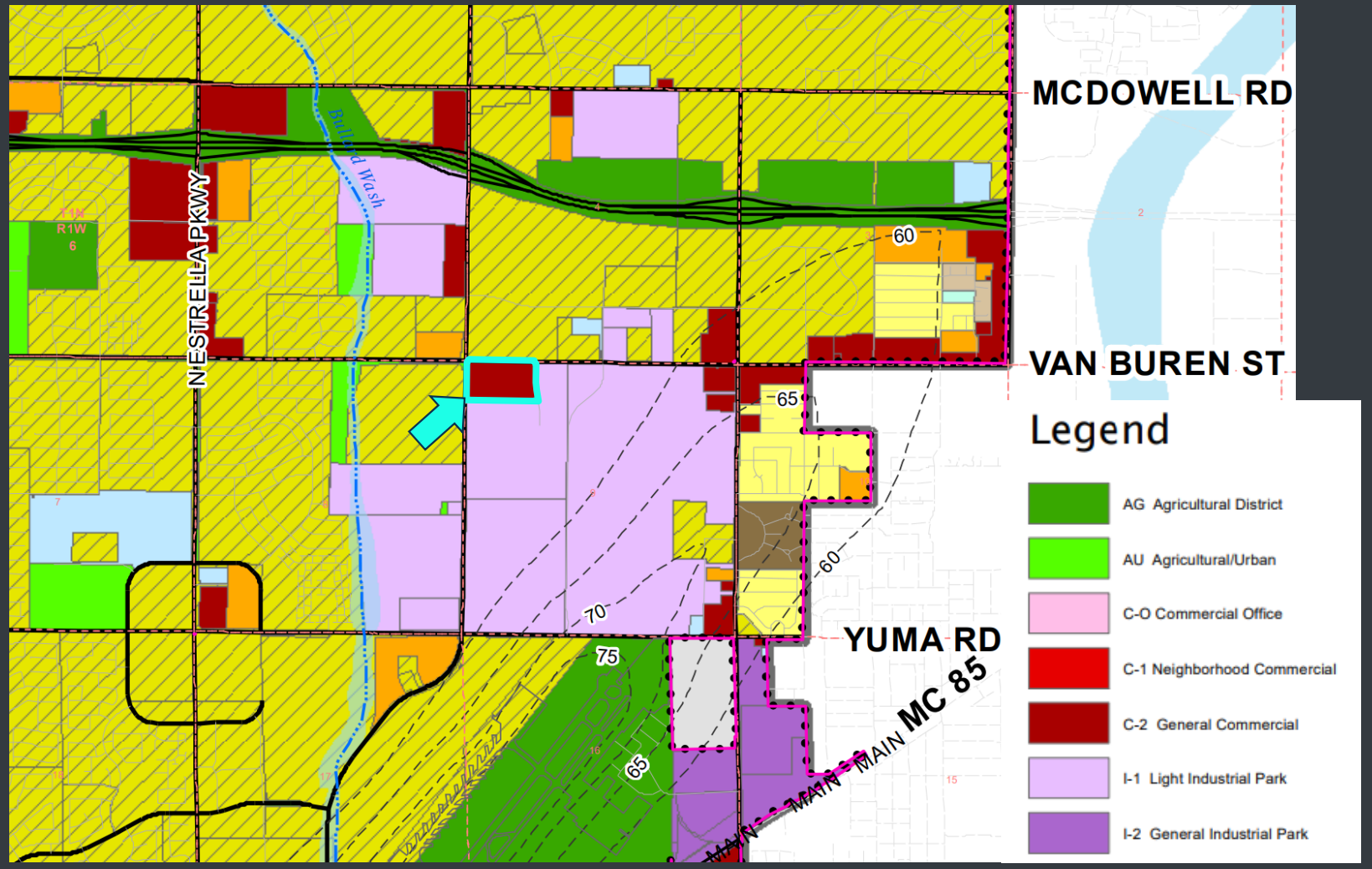
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VANTAGE DATA CENTERS

ZONING MAP

45 S. Bullard Avenue
Goodyear, AZ 85338

APN: 500-10-857



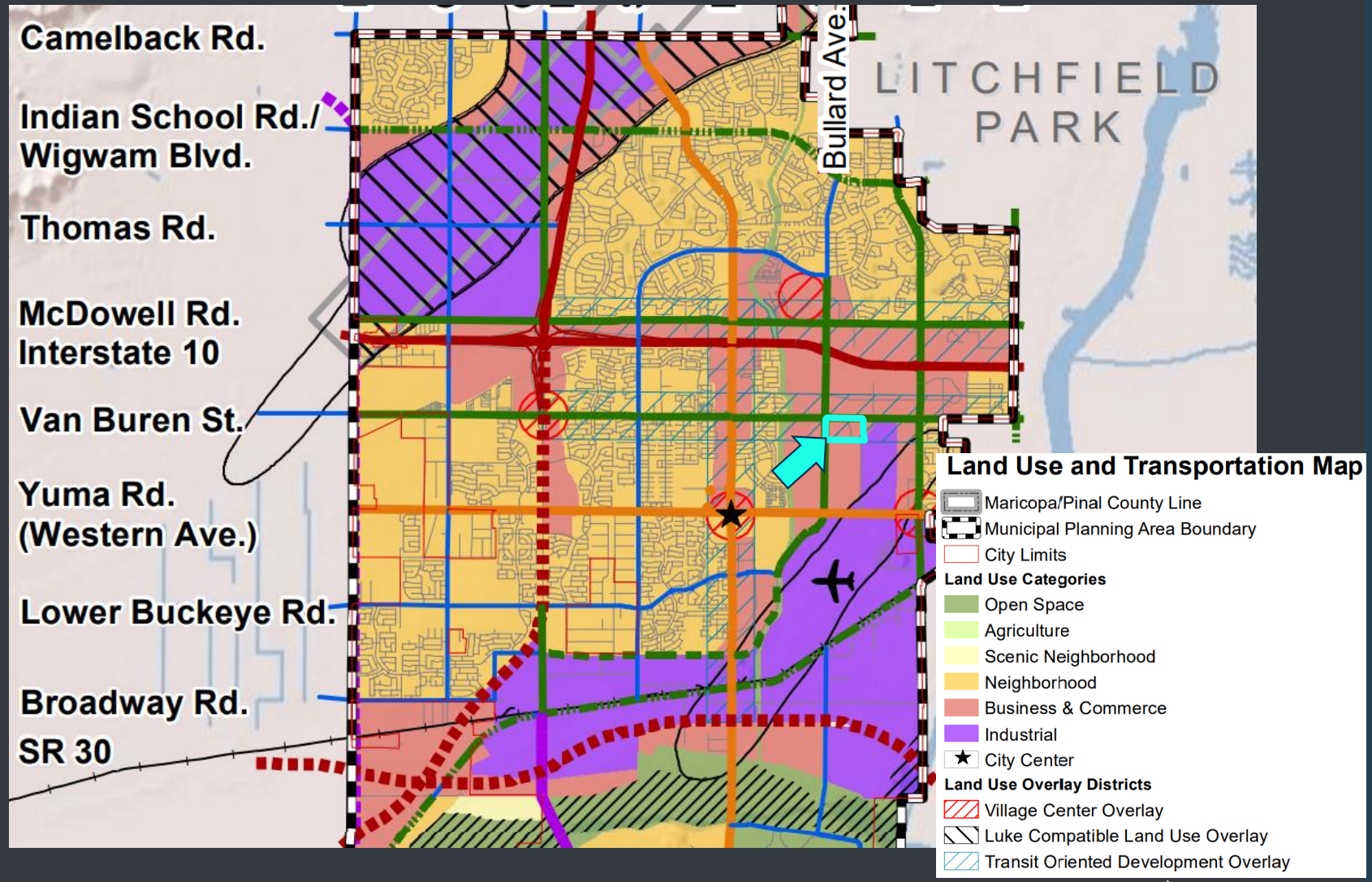
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VANTAGE DATA CENTERS

TOD OVERLAY / GENERAL PLAN LAND USE MAP

45 S. Bullard Avenue
Goodyear, AZ 85338

APN: 500-10-857



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VANTAGE DATA CENTERS

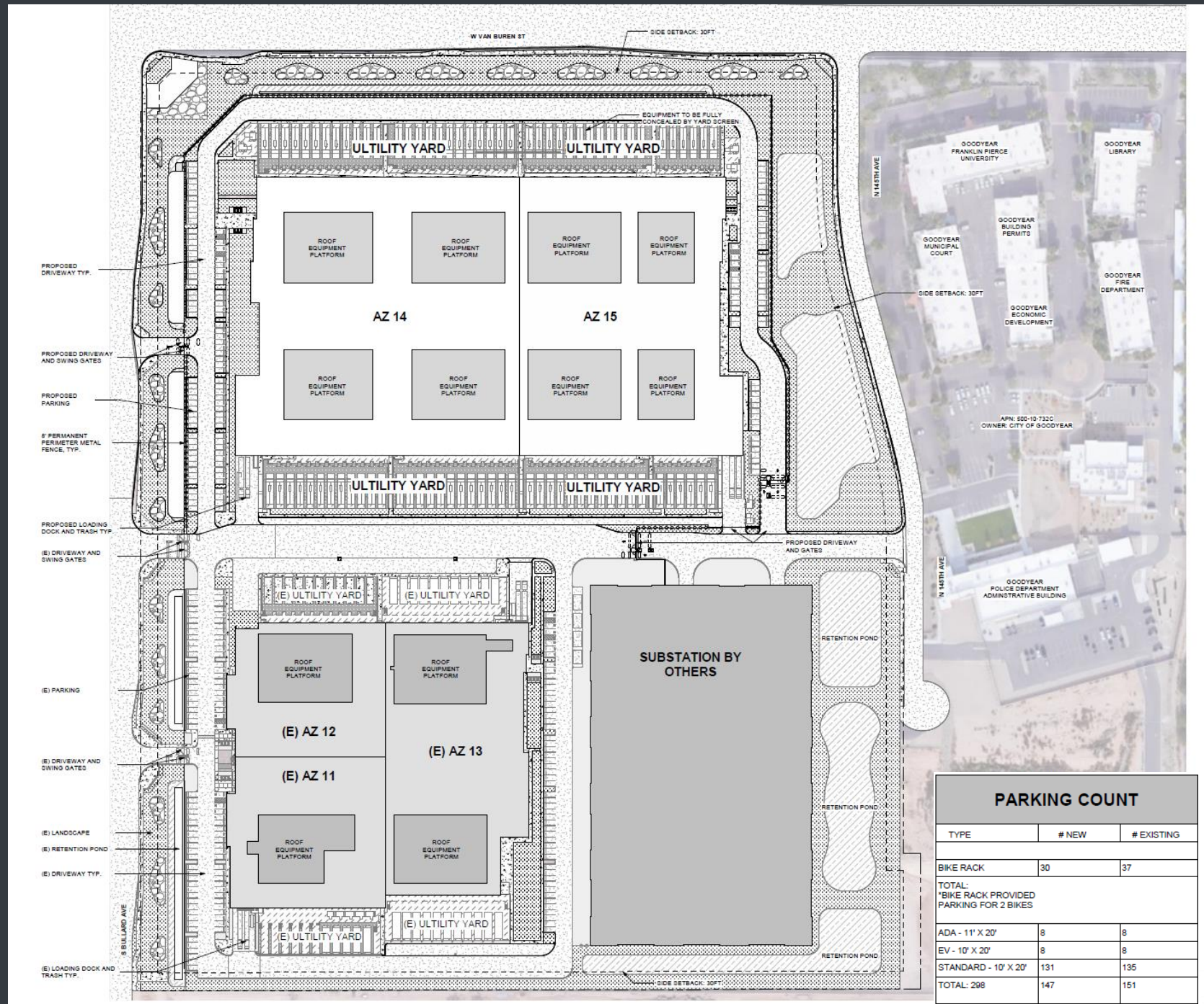
Request

- Request to rezone the Property from General Commercial ("C-2") to Light Industrial Park ("I-1").

Proposed Use

- Vantage is proposing the AZ14 Vantage Data Center ("AZ14"), a two-story building with approximately 461,603 square feet dedicated to the data center and associated uses shown on the Conceptual Site Plan.

Overall Proposed AZ14 and Existing AZ1 Site Plan

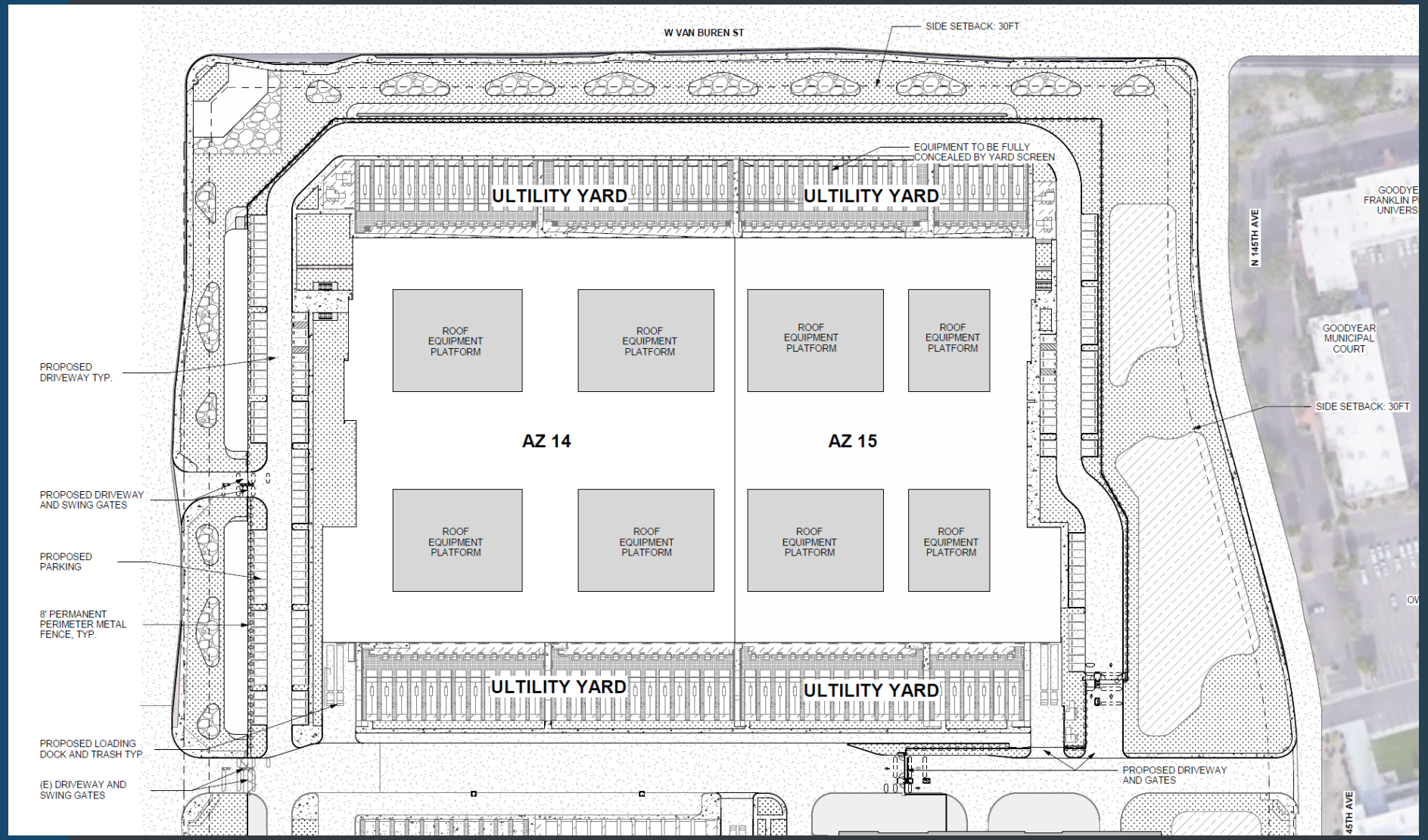


PARKING COUNT

TYPE	# NEW	# EXISTING
BIKE RACK	30	37
TOTAL: *BIKE RACK PROVIDED PARKING FOR 2 BIKES		
ADA - 11' X 20'	8	8
EV - 10' X 20'	8	8
STANDARD - 10' X 20'	131	135
TOTAL: 298	147	151

Quarles

Conceptual Site Plan – AZ14



Quarles

VANTAGE DATA CENTERS

General Plan Conformity:

Community Goals

The proposed data center use complies with the Goodyear General Plan.

The rezoning request addresses the following **Community Goals:**

1. Physical Growth and Development

- Provides a large data center that will contribute to the surrounding area growth and development of Goodyear's economic base.

2. Community and Cultural Development

- Provides unique building character with aesthetic, architectural details continuing throughout the Phoenix-Goodyear/MC-85/Bullard Corridor Job Center.

3. Economic Development

- Drives economic development opportunities for the area.

General Plan Conformity:

Community Objectives, Policies and Action Items

The rezoning request will meet the following **Objectives, Policies, and Action Items** to meet the **Community Goals**:

1. Objective: *"Protect community assets from encroachment and incompatible land uses."*
   - The development does not encroach into any incompatible land uses and is in line with the Growth Areas Map, Redevelopment Area, and Phoenix-Goodyear/MC-85/Bullard Job Center Corridor.
2. Objective: *"Foster the creation and maintenance of attractive, high-quality neighborhoods."*
   - The request will expand the approved, adjacent data center use which will create a quality industrial park for the area.

General Plan Conformity:

Community Objectives, Policies and Action Items Continued

The rezoning request will meet the following **Objectives, Policies, and Action Items** to meet the **Community Goals**:

3. Objective: *"Create a built-environment that fosters economic development."*
    - The request will create a visually diverse and captivating architectural environment that is in line with City of Goodyear Design Guidelines which will foster future economic development.

General Plan Conformity:

Land Use and Transportation Plan

The Property has a "Business and Commerce" land use category which sets forth additional development standards. The proposed development complies with the additional standards including, but not limited to:

Standard 37:	• "Light industrial uses such as warehousing or distribution centers are appropriate throughout the Business & Commerce category but should be buffered from residential uses."
Standard 38:	• "Businesses with high employment density are encouraged to locate adjacent to high-capacity roadway corridors (freeways, parkways, arterials) and transit corridors (light rail and arterials with bus service) to leverage high visibility and vehicular/pedestrian access."
Standard 40:	• "Walking and biking should be accommodated and encouraged by providing trails, bike lanes, sidewalks, and paths to allow for safe pedestrian movement. Linkages to nearby residential developments should be provided in conformance with Standard 28."

Compatibility of Proposed Zoning

Surrounding Uses: *"Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of such things as land suitability, environmental impacts, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential impact on property values."*

- Rezoning to I-1 will allow a blend of the Property into the existing AZ1 parcel and eliminate the less compatible C-2 zoning district.
- AZ14 will mirror the color and architectural design of the AZ1 building.
- An enhanced 50-foot landscaping buffer with native plants along Bullard Avenue will reflect design features consistent with the "Bullard Avenue Corridor: Design Treatment Strategies."
- Applicant extended the landscaping design and intensity within the Bullard Avenue Corridor to the Van Buren Avenue frontage.
- The building will use air cooling in a closed-loop system to minimize overall water consumption and environmental impact.

Enhanced Landscaping




W VAN BUREN Street
S BULLARD Avenue

Compatibility of Proposed Zoning

Consistency with Surrounding Land Uses: "*Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under proposed zoning district would be better suited to the subject property than the uses allowed under current zoning."*



The Property is similar and adjacent to the already approved AZ1 data center use to the south.



The proposed AZ14 data center will allow the AZ1 data center to seamlessly blend into the Property.

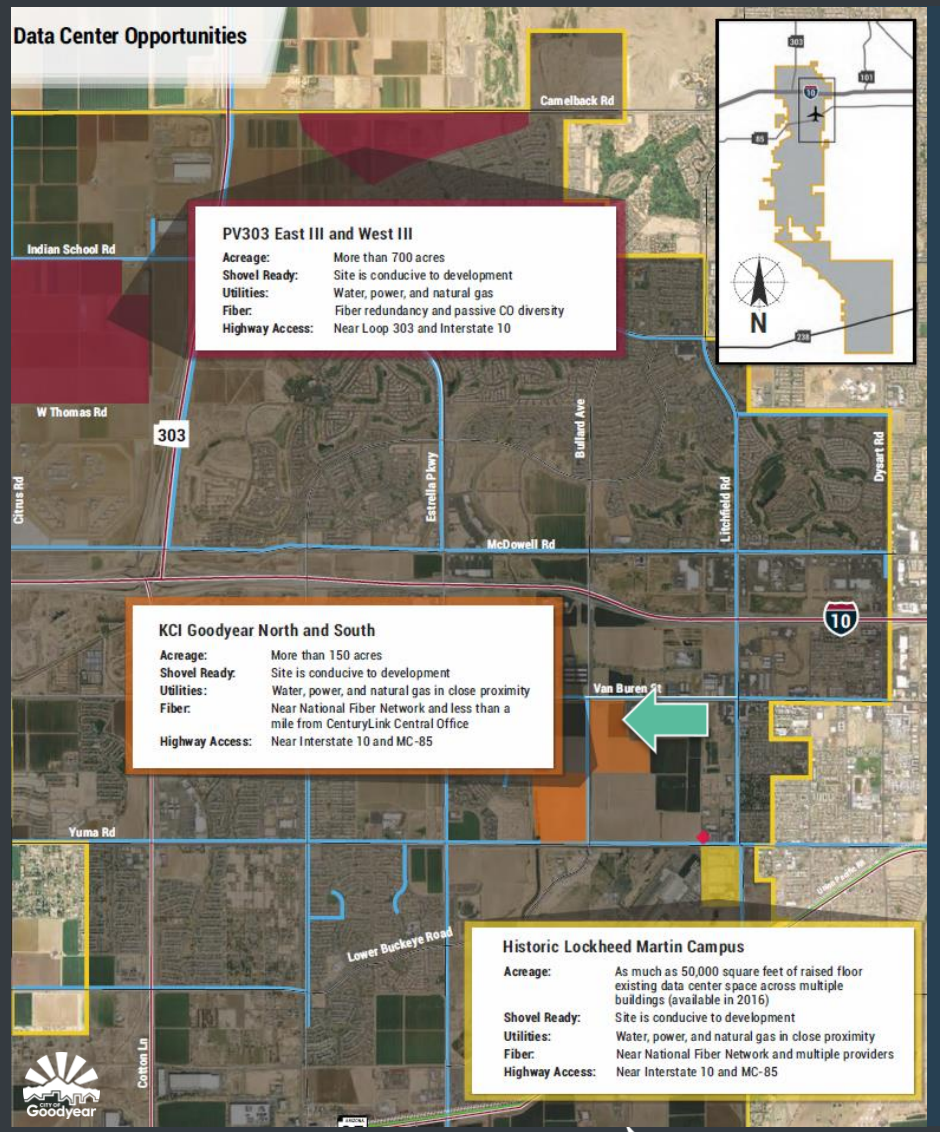


C-2 commercial uses would not be compatible or viable on this corner of the intersection due to the industrial-related uses which already border the parcel.

Compatibility of Proposed Zoning

Land Use Demand: *"Demand for the types of uses permitted in the proposed zoning district in relation to amount of land currently zoned and available to accommodate the demand."*

- Data centers are in high demand, are economic drivers for the community, and bring significant investment and quality jobs to the area.
- Goodyear City Council has specifically identified this Southeast corner of the Bullard Avenue and Van Buren Street as a data center opportunity.
- The existing C-2 zoning district is inconsistent with the goals outlined by the Goodyear Data Center Opportunities Brochure.



Quarles

VANTAGE DATA CENTERS

Compatibility of Proposed Zoning

Neighborhood Outreach: "*Notice is sent to property owners within 500-feet of the property, any HOAs that are within the notice area, neighboring municipalities in the notice area, school districts, Luke AFB, ADOT, any identified stakeholders, and anyone who has requested to receive this type of notice."*

- With no residents living within 500-ft, the Goodyear Ordinance allowed alternative citizen outreach process.
- City mailed a postcard to property owners within 500-ft with a description of the rezone request on July 12, 2023.
- No public inquires have been received to date.

Physical and Natural Features

"Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district."

- The Property is currently vacant with the site having been cleared and graded.
- The proposed site and adjacent streets are located within Flood Zone X.
- The building finished floors will be set to a minimum of 18 inches above the low outfall and 12 inches above the calculated adjacent highwater elevation to ensure the building is safe during storm events.

Public Facilities and Infrastructure

"Demands for public services that will be generated by the uses permitted in the proposed zoning district and requirements for meeting such demands in terms of public infrastructure and facilities and other capital equipment, such as water supplies, water treatment, storage, and distribution facilities, wastewater treatment, recharge and distribution facilities, streets, bridges, schools and emergency services facilities and equipment."

- The proposed development will meet all building code requirements and make upgrades to sewer, drainage and water systems.
- The building will be serviced by an existing sewer main on Bullard Avenue and/or Van Buren Street.
- The building will utilize air for cooling in a closed-loop chilled system to that requires zero water consumption, reducing environmental impact.
- Drainage and irrigation will tie into infrastructure tied to the AZ1 development to the south.

Fiscal Impacts, Health, Safety and Welfare

"Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided; Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public; Additional, unique factors may be identified at the pre-application meeting or during first review of the rezoning application."

- No adverse fiscal impacts from the requested rezoning and data center use are expected.
- The AZ14 Vantage Data Center, which will complete the overall Vantage campus, will create an economic injection into the area.
- The rezoning request will not have any impacts to the general health, safety and welfare for City of Goodyear residents or the general public.
- The development will foster growth for the City while incorporating sustainable uses of electricity and water.

Conclusion

- The rezoning request meets all application criteria and received unanimous approval by the Goodyear Planning & Zoning Commission on August 16, 2023.
- The AZ14 Data Center is an expansion of the existing AZ1 Data Center campus to the South, which was supported and approved by the City.
- The development is in line with the surrounding land uses in the area and will provide significant positive contributions to the City.
- Vantage looks forward to further its investment and ongoing partnership with the community and City of Goodyear.



City of Goodyear
City Council Meeting

Vantage Data Centers - AZ14

45 S. Bullard Avenue, Goodyear, AZ

Project Number: 23-200-00001

August 28, 2023

Quarles

VANTAGE DATA CENTERS

ITEM #: 14.
DATE: 08/28/2023
AI #:1558

CITY COUNCIL ACTION REPORT

SUBJECT: ANNEXATION OF THE HALF-STREET OF CITRUS ROAD FROM VAN BUREN STREET TO HARRISON STREET

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

SUMMARY

This is a Public Hearing for City Council to consider the annexation of approximately 3.268 acres of property along the east half of Citrus Road alignment between Van Buren Street and Harrison Street.

STRATEGIC PLAN ALIGNMENT





RECOMMENDATION

ADOPT ORDINANCE 2023-1587 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 3.268 ACRES OF PROPERTY ALONG THE EAST HALF OF THE CITRUS ROAD ALIGNMENT BETWEEN VAN BUREN STREET AND HARRISON STREET, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, AND PROVIDING A CITY ZONING DESIGNATION OF AU AGRICULTURAL URBAN; PROVIDING DIRECTIONS AND AN EFFECTIVE DATE. (Christian M. Williams, AICP, Principal Planner)

FISCAL IMPACT

Annexation of land has a fiscal impact. A brief overview of anticipated public infrastructure and services impacts is included in the staff analysis section of this report.

BACKGROUND AND PREVIOUS ACTIONS

The land subject to this annexation is located along the east half of the Citrus Road alignment between Van Buren Street and Harrison Street; a portion of the property being annexed is owned by MERITAGE HOMES OF ARIZONA INC and the remaining is owned by the CITY OF GOODYEAR.

At the Regular Meeting on April 24, 2023, Council voted to authorize staff to initiate the annexation of approximately 3.268 acres of property along the east half of the Citrus Road alignment between Van Buren Street and Harrison Street.

At the Regular Meeting on July 10, 2023, Council held a Public Hearing to consider the annexation of approximately 3.268 acres of property along the east half of the Citrus Road alignment between Van Buren Street and Harrison Street. At the conclusion of the public hearing, Council voted (6-0) to continue with the annexation of this property.

The abutting property to the northeast of the Citrus Road alignment between Van Buren Street and Harrison Street is the Meritage Homes' Silva Farms at West Goodyear residential master-planned community (zoned R1-4 with a PAD Overlay) and the abutting property to the southeast of the Citrus Road alignment between Van Buren Street and Harrison Street is the City of Goodyear's proposed Fire Station 188 site (zoned PAD with an underlying zoning of PFD). The abutting property to the west of Citrus Road is zoned Rural-43 (RU-43) and is located within the jurisdiction of Maricopa County.

The Annexation Area is designated as Neighborhood on the General Plan Land Use and Transportation Map. This land use provides areas for the growth and development of residential and commercial uses.

STAFF ANALYSIS

Current Policy:
In accordance with Arizona State Statutes regarding annexation, the city of Goodyear has an annexation policy that was adopted by Resolution 2001-768. Below is a brief summary of the annexation process:

- Staff conducts a cursory review of the annexation proposal.
- Staff determines whether the proposed annexation area meets the state legal requirements for annexation as set forth in A.R.S. § 9-471.
    - Staff has determined that the annexation area meets the state legal requirements for annexation pursuant to the provisions of A.R.S. § 9-471 (K) and (S).
- Assuming the proposed annexation meets the legal requirements for annexation, staff conducts a review of the annexation proposal to determine the desirability of the annexation, which include an impact analysis of the proposed annexation.
- Staff provides an impact analysis of the annexation proposal to City Council. The City Council will consider the proposal and make a determination on whether to authorize staff to proceed with the annexation.
    - If authorization is not provided, then no further action on the annexation will be taken.
    - If authorization is provided, staff will move forward with the state statutory requirements for annexation.
- After further staff review of the proposal, a blank petition containing the legal description and an accurate map of the annexation territory is filed with the County Recorder and notice and a copy of the filing shall be given to the clerk of the board of supervisors and to the county assessor. The description shall identify the entity, if any, that will be responsible for maintaining the existing rights-of-way and roadways that are within or

contiguous to the exterior boundaries of the area of the proposed annexation.

- After the blank petition is filed, there is a 30-day waiting period. The first of two public hearings must be held within the last 10 days of this 30-day waiting period to receive public input on the annexation. Notices of the public hearing must be: (i) published in a newspaper of general circulation at least fifteen days before the end of the 30-day waiting period and six (6) days before the public hearing; (ii) be posted in at least three conspicuous public places in the area being annexed at least six (6) days before the public hearing; (iii) sent by first class mail to the chairperson of the board of supervisors of the county in which the property being annexed is located at least six (6) days before the public hearing; (iv) sent by first class mail, with an accurate map of the property being annexed to each owner of the real and personal property as shown on the statement provided by the county assessor and department of revenue at least six (6) days before the public hearing.
- After the first public hearing and after the 30-day waiting period is over, the blank petitions may be signed and collected.
    - As an owner of a section of property adjacent to the Fire Station Site, the Council must also authorize the Mayor to sign the annexation petition, as the owner of that section of property.
- Once signatures have been collected on the blank petition, an annexation ordinance is prepared and a second public hearing is held for Council's consideration of the Ordinance. If approved by Council, the signed petitions and required affidavits will be filed with the Maricopa County Recorder and a copy of the Annexation Ordinance is submitted to the Clerk of the Board of Supervisors for Maricopa County.

Details of the Request:
The City Council is requested to hold a second public hearing to adopt an ordinance annexing approximately 3.268 acres of property along the east half of the Citrus Road alignment between Van Buren Street and Harrison Street.

If adopted, and assuming there are no challenges to the adoption, the annexation ordinance(s) will become final within 30 days of adoption.

Prior to these public hearings, in accordance with the City's annexation policy and state law, the following actions have occurred:

- On April 24, 2023, the Council authorized staff to initiate the statutory process for annexing the approximately 3.268 acres of property along the east half of the Citrus Road alignment between Van Buren Street and Harrison Street, subject to the requests.
- On or about May 9, 2023, staff forwarded a legal description of the properties to be annexed and a map of the Annexation Area to the Maricopa County Assessor and Arizona Department of Revenue, Property Valuation and Equalization Division ("ADOR") requesting a list of the owners of the property to be annexed and the appraisal and assessment of the property being annexed.
- On June 12, 2023, after requesting the requested information from the Maricopa County Assessor and ADOR, a blank (unsigned) petition containing the legal description and an accurate map of all exterior boundaries, including all County rights-of-way and roadways with no taxable value, of the territory proposed to be annexed was filed with the County Recorder of Maricopa County. The blank petition was accompanied by a sworn affidavit verifying that no part of the territory for which the filing is made is subject to an earlier filing for annexation.
- On July 10, 2023, the City Council conducted a public hearing to discuss and take public input on the proposed annexation. Notices of the public hearing being held on July 10,

2023 for the annexation was published in the Arizona Republic Southwest Valley Edition on June 16, 2023, which is at least fifteen days before the end of the 30-day waiting period and at least six (6) days before the public hearing. On June 13, 2023, notices of the public hearings were also posted in three conspicuous places in the properties proposed to be annexed, which is at least six (6) days before the public hearing. On June 14, 2023, notices of the public hearing along with an accurate map of the Annexation Area for the proposed annexation was mailed by first class mail to the County Board of Supervisors; to the County Assessor; and to the owner of real and personal property identified on the lists received from the Maricopa County Assessor and Arizona Department of Revenue, which is at least six (6) days before the public hearing.

No public comment was received in regard to this annexation.

- After the July 10, 2023 hearing and the expiration of the 30-day waiting period (July 12, 2023), the blank petition was circulated for signature. As part of the annexation process, the petition must be signed by the property owners who own at least 50% of the value of the property and by at least 51% of the owners of the property being annexed. With regard to the proposed annexation, the property is owned by two entities (MERITAGE HOMES OF ARIZONA INC and CITY OF GOODYEAR), and the appropriate signatures were received.

Having collected the required signatures on the blank petitions, Annexation Ordinance 2023-1587 have been prepared and are being presented for council's consideration.

As discussed above, the approximately 3.268 acres of property along the east half of the Citrus Road alignment between Van Buren Street and Harrison Street is immediately adjacent to two properties being development by Meritage Homes and the city of Goodyear. The property sits along the eastern portion of Citrus Road and will be needed for future roadway improvements. Without the annexation, roadway improvements to Citrus Road would not be made within the city. The current owners would like to develop the half-street roadway improvements and have the roadway built to city of Goodyear standards.

Streets: the property is intended to be constructed into the half-street improvements of Citrus Road which will ultimately serve the adjacent developments and residents.
Public Safety: the property is located within an existing Police patrol beat and the current level of service within the beat can accommodate the development of the property. Fire services will be provided by Station 188, which is immediately adjacent to the roadway.

Water/Wastewater: Upon annexation, the property would be served by the City of Goodyear. The property is already included in the city's Integrated Water Master Plan (IWMP).

If the annexation Ordinance is adopted, copies of the adopted ordinance and all exhibits referred to therein are to be filed and recorded in the office of the County Recorder of Maricopa County, Arizona and a copy of the adopted ordinances and all exhibits referred to therein are to be sent to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

Attachments

Ordinance and Exhibits
Presentation

ORDINANCE NO. 2023-1587

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 3.268 ACRES OF PROPERTY ALONG THE EAST HALF OF THE CITRUS ROAD ALIGNMENT BETWEEN VAN BUREN STREET AND HARRISON STREET, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, AND PROVIDING A CITY ZONING DESIGNATION OF AU AGRICULTURAL URBAN; PROVIDING DIRECTIONS AND AN EFFECTIVE DATE.

WHEREAS, a petition in writing, accompanied by a map or plot of said real property, having been filed and presented to the Mayor and Council of the City of Goodyear, Arizona, signed by the owner of more than one-half in value of the real and personal property and more that one-half of the persons owning real and personal property as would be subject to taxation by the City of Goodyear in the event of annexation within the territory and land hereinafter described as shown by the last assessment of said property, which said territory is contiguous to the City of Goodyear, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed to the City of Goodyear, and to extend and increase the corporate limits of the City of Goodyear so as to embrace the same; and,

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona are desirous of complying with said petition and extending and increasing the corporate limits of the City of Goodyear to include said territory; and,

WHEREAS, the property that is the subject of the annexation petition is partially undeveloped and partially occupied by a roadway; and,

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Goodyear, and had attached thereto at all times an accurate map of the territory desired to be annexed; and,

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory; and,

WHEREAS, the provisions of A.R.S. §9-471, and amendments thereto, have been fully observed; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Goodyear, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the County Recorder.

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

SECTION 1. ANNEXATION

That the approximate 3.268 acres of territory described in Exhibit A- Legal Description for Silva Trails Right-of-Way Annexation and depicted in Exhibit B – Annexation Map, both of which are attached hereto and incorporated herein, is hereby annexed to the City of Goodyear, and that the present corporate limits are hereby extended and increased to include the approximate 3.268 acres of territory described in Exhibit A - Legal Description for Sliva Trails Right-of-Way Annexation (the "Annexation Property"); and that the official map of the City of Goodyear be amended to include the Annexation Property.

SECTION 2. ZONING

That the City of Goodyear zoning classification for the Annexation Property shall be Agricultural-Urban (AU) (being the City of Goodyedar zoning classification most consistent with Maricopa County's classification of RU-43). That the official zoning map of the City of Goodyear be amended to show the City of Goodyear's zoning classification for the Annexation Property.

SECTION 3. RECORDING

A copy of this ordinance and all exhibits referred to herein, including Exhibit B – Annexation Map, which is an accurate map of the territory hereby annexed to the City of Goodyear, shall be filed and recorded in the office of the County Recorder of Maricopa County, Arizona and a copy of this ordinance and all exhibits referred to herein shall be provided to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

SECTION 4. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
SILVA TRAILS
RIGHT-OF-WAY ANNEXATION

That portion of the Northwest Quarter of Section 11, Township 1 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the Maricopa County Highway Department of Transportation brass cap found in a hand hole at the Northwest Corner of said Section 11, from which the Maricopa County Highway Department of Transportation brass cap found in a hand hole at the West Quarter Corner of said Section 11 bears South 00 degrees 13 minutes 52 seconds West a distance of 2,643.34 feet, said line being the West line of the Northwest Quarter of said Section 11, said line also being the basis of bearings for this description;

Thence along said West line, South 00 degrees 13 minutes 52 seconds West a distance of 55.00 feet to a point on a line parallel with and 55.00 feet distant from the North line of said Northwest Quarter of Section 11, said point being the POINT OF BEGINNING;

Thence along said parallel line, South 89 degrees 42 minutes 39 seconds East a distance of 55.00 feet to a point on a line parallel with and 55.00 feet distant from said West line;

Thence along last-mentioned parallel line, South 00 degrees 13 minutes 52 seconds West a distance of 2,588.37 feet to a point on the South line of said Northwest Quarter;

Thence along said South line, North 89 degrees 41 minutes 01 seconds West a distance of 55.00 feet to said Maricopa County Department of Transportation brass cap found in a hand hole at the West Quarter Corner of said Section 11;

Thence along said West line, North 00 degrees 13 minutes 52 seconds East a distance of 2,588.34 feet to the POINT OF BEGINNING.

Containing an area of 142,360 SQUARE FEET, or 3.268 ACRES, more or less.

See attached Exhibit "B"

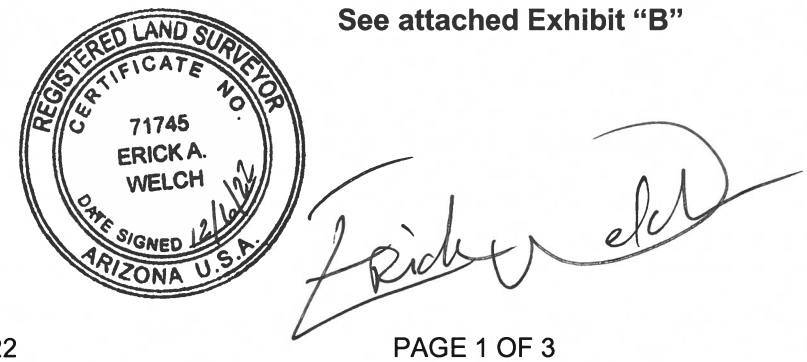
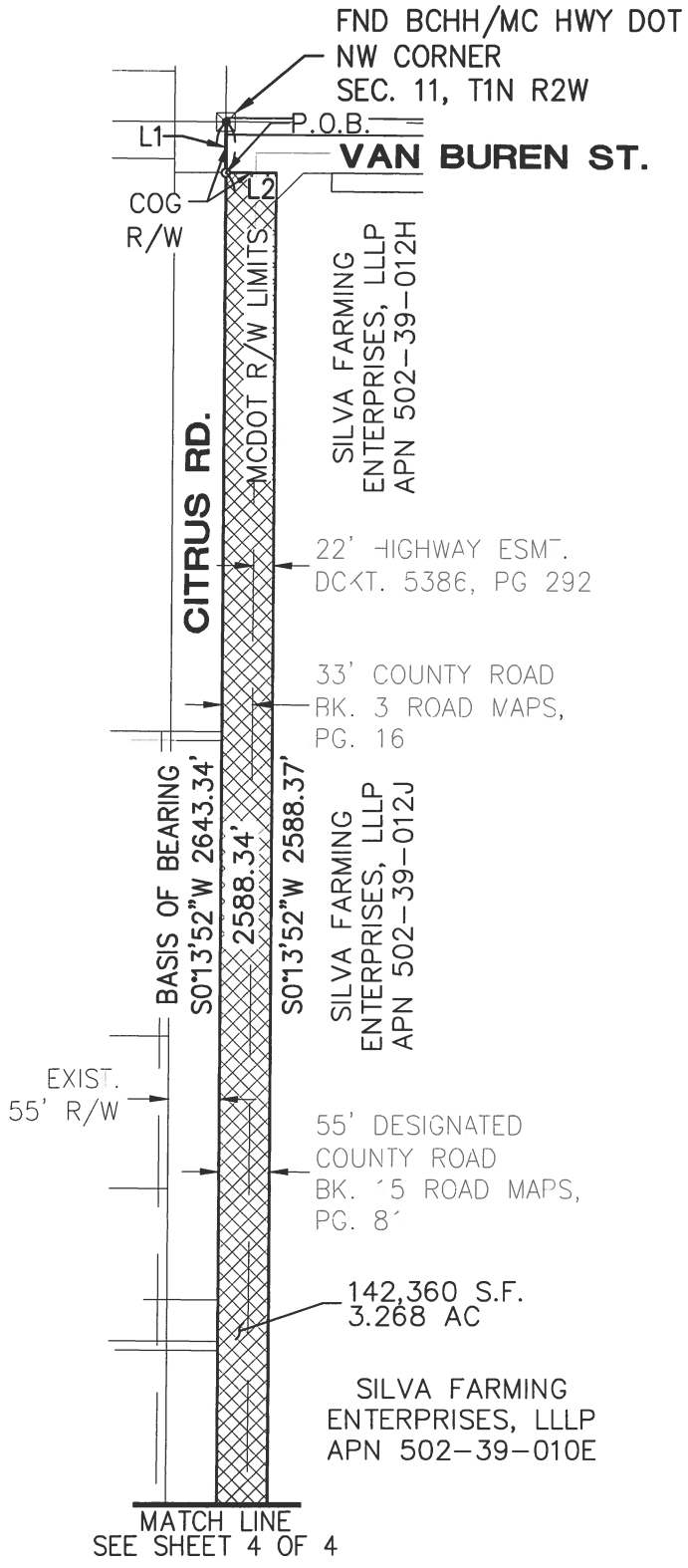


EXHIBIT "B"



Line Table		
Line #	Length	Direction
L1	55.00'	S0°13'52"W
L2	55.00'	S89°42'39"E

SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 12/06/22
ARIZONA, U.S.A.

LEGEND

RIGHT OF WAY ANNEXATION

BASIS OF BEARING

THE *WEST* LINE OF THE *NORTHWEST* QUARTER OF SECTION *11*
BEARING *S00°13'52"W*

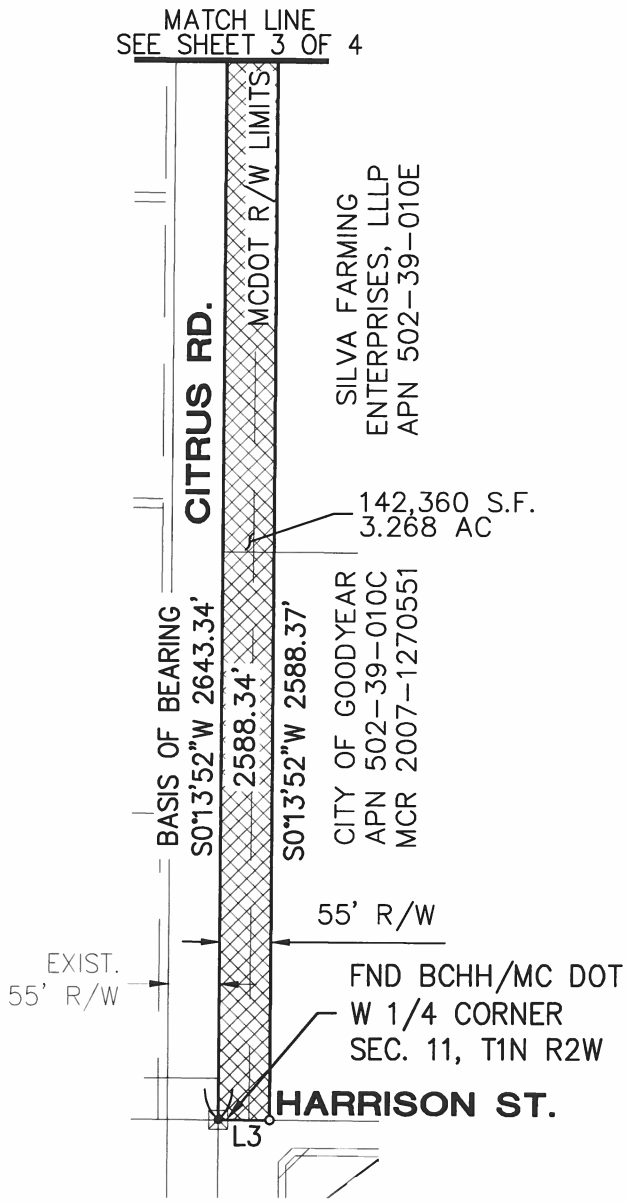
Entellus™
3033 N. 44th Street Suite 250
Phoenix, AZ 85018.7228
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

MERITAGE HOMES
CITY OF GOODYEAR
SECTION 11, T1N, R2W
RIGHT OF WAY ANNEXATION

DATE: 12/06/22	REV'D:	
DRAWN BY: JME	CHK'D: DGF	PG: 2 OF 3
FILE: 728004A_CITRUS RD ROFW		

EXHIBIT "B"

Line Table		
Line #	Length	Direction
L3	55.00'	N89°41'01"W



SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 12/06/22
ARIZONA, U.S.A.

LEGEND

RIGHT OF WAY ANNEXATION

BASIS OF BEARING

THE *WEST* LINE OF THE *NORTHWEST* QUARTER OF SECTION *11*
BEARING *S00°13'52"W*

Entellus™
3033 N. 44th Street Suite 250
Phoenix. AZ 85018.7228
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

MERITAGE HOMES
CITY OF GOODYEAR
SECTION 11, T1N, R2W
RIGHT OF WAY ANNEXATION

DATE: 12/06/22	REV'D:	
DRAWN BY: JME	CHK'D: DGF	PG: 3 OF 3
FILE: 728004A_CITRUS RD ROFW		

CITRUS ROAD- TIE LINE
RIGHT-OF-WAY DEDICATION
SILVA TRAILS

Centerline Report Fri Jun 11 09:50:01 2021
Centerline File: P:\700\728.004 - Meritage Homes - SEC of Citrus and Van Buren\D_PRODUCTION\Survey\S05_Legal Descriptions\Temp Utility Easements\Citrus Rd\Citrus Rd Tie Line.cl

Station	Northing	Easting	Bearing	Distance
0+00.000	91734.388	39110.517		
			S 00°13'52" W	55.000'
0+55.000	91679.388	39110.295		



Polyline Report Fri Dec 2 14:26:25 2022

Northing	Easting	Bearing	Distance
91679.388	39110.295		
		S 89°42'39" E	55.000
91679.111	39165.295		
		S 00°13'52" W	2588.370
89090.762	39154.857		
		N 89°41'01" W	55.000
89091.066	39099.858		
		N 00°13'52" E	2588.343
91679.388	39110.295		

Closure Error Distance> 0.00000
Total Distance> 5286.713
Polyline Area: 142360 sq ft, 3.2681 acres

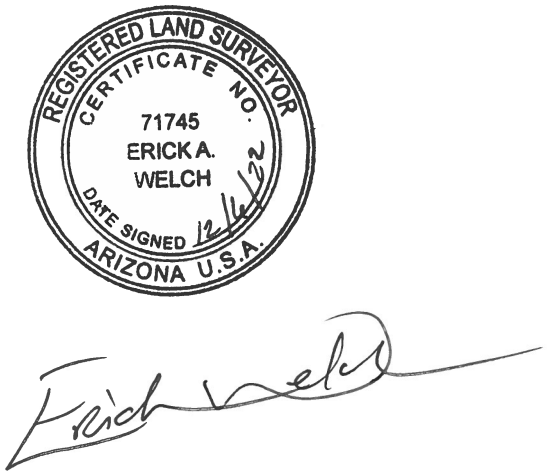
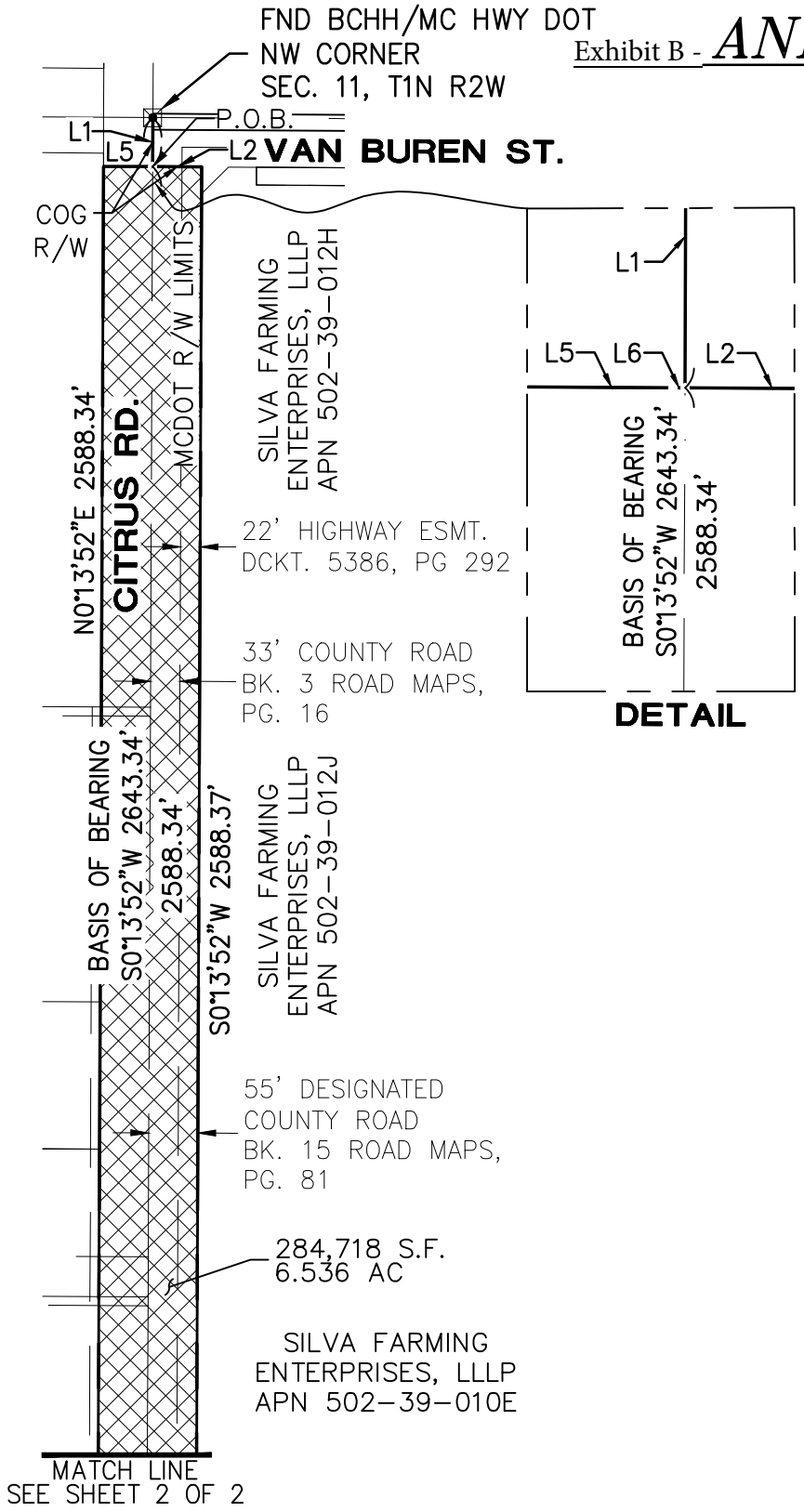
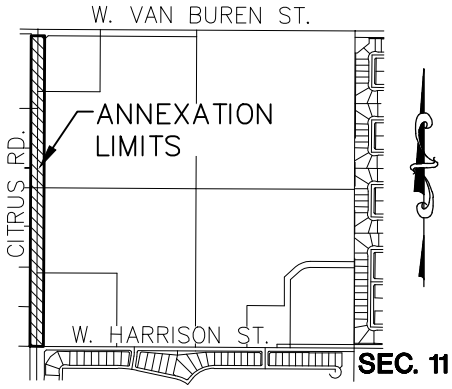


Exhibit B - ANNEXATION MAP



Line Table		
Line #	Length	Direction
L1	55.00'	S0°13'52"W
L2	55.00'	N89°42'39"W
L5	54.93'	N89°41'05"W
L6	0.07'	N89°42'39"W



VICINITY MAP

N.T.S.

SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 03/03/22
ARIZONA, U.S.A.

LEGEND

RIGHT OF WAY
ANNEXATION

BASIS OF BEARING

THE *WEST* LINE OF THE *NORTHWEST* QUARTER OF SECTION *11*
BEARING *S00°13'52"W*

Entellus™
3033 N. 44th Street Suite 250
Phoenix. AZ 85018.7228
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

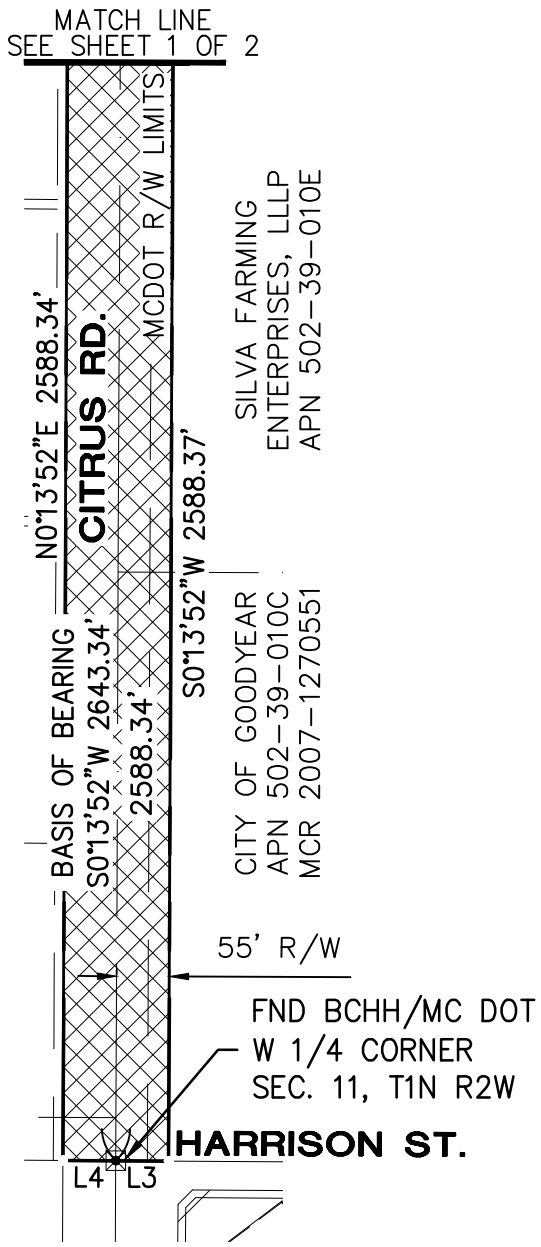
MERITAGE HOMES

CITY OF GOODYEAR
SECTION 11, T1N, R2W

ANNEXATION MAP

DATE: 03/03/22	REV'D:	
DRAWN BY: JME	CHK'D: DGF	PG: 1OF 2
FILE: 728004A_CITRUS RD ROFW		

ANNEXATION MAP



Line Table		
Line #	Length	Direction
L3	55.00'	S89°41'01"E
L4	55.00'	S89°41'03"E

SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 03/03/22
ARIZONA, U.S.A.

LEGEND

RIGHT OF WAY ANNEXATION

BASIS OF BEARING

THE *WEST* LINE OF THE *NORTHWEST* QUARTER OF SECTION *11* BEARING *S00°13'52"W*

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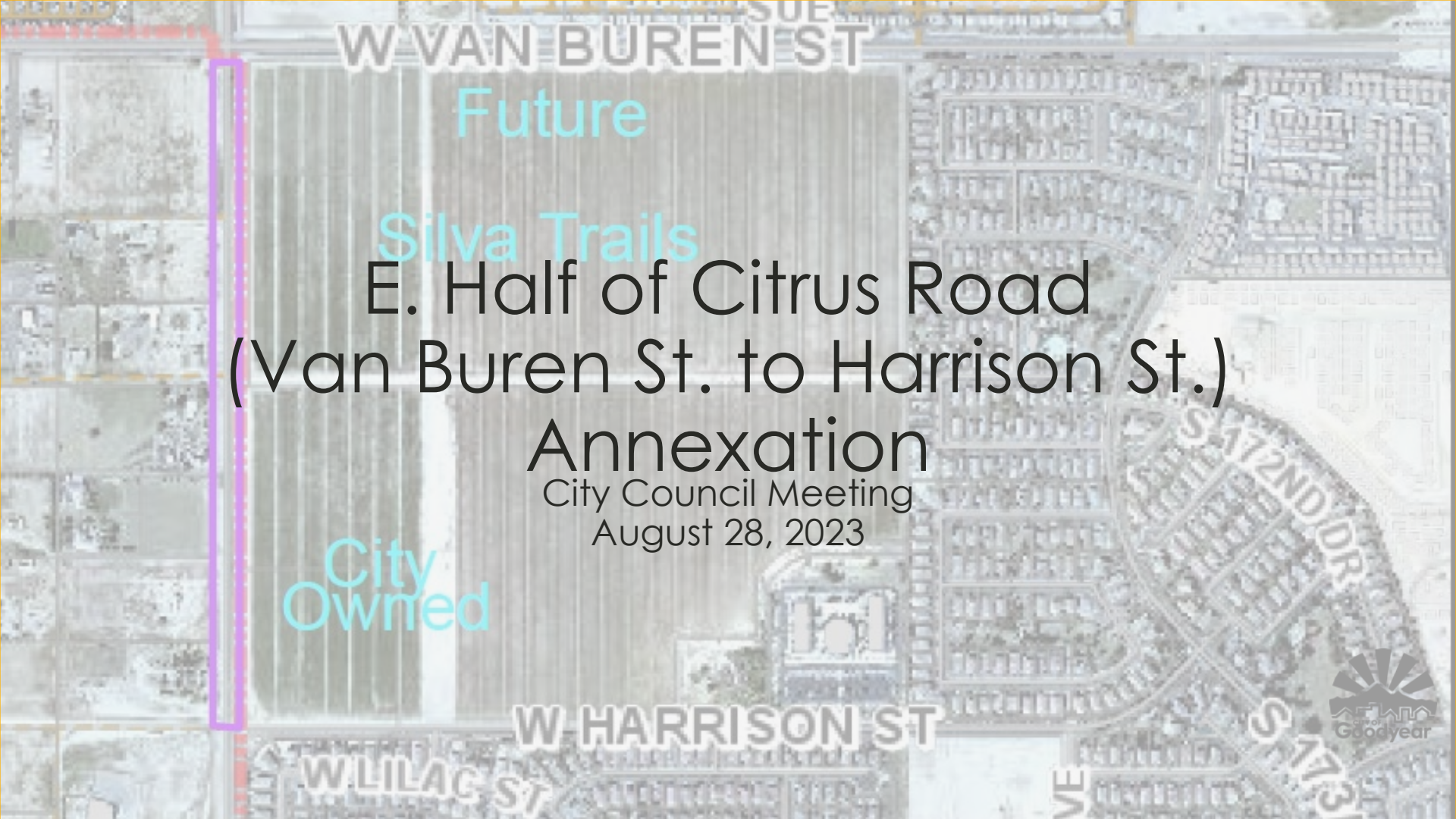
MERITAGE HOMES

CITY OF GOODYEAR

SECTION 11, T1N, R2W

ANNEXATION MAP

DATE: 03/03/22	REV'D:	
DRAWN BY: JME	CHK'D: DGF	PG: 2 OF 2
FILE: 728004A_CITRUS RD ROFW		



E. Half of Citrus Road (Van Buren St. to Harrison St.) Annexation

City Council Meeting
August 28, 2023

Specific Location

ZOOMED IN



Recommendation

ADOPT ORDINANCE

- Ordinance No. 2023-1587


CITY OF
Goodyear

ITEM #: 15.
DATE: 08/28/2023
AI #:1605

CITY COUNCIL ACTION REPORT

SUBJECT: REZONE APPROXIMATELY 109.93 GROSS ACRES LOCATED AT THE NORTHEAST CORNER OF PERRYVILLE ROAD AND LILAC STREET

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

SUMMARY

This is a Public Hearing to consider a Request to rezone approximately 109.93 gross acres located at the northeast corner of Perryville Road and Lilac Street from Planned Area Development (PAD) to R1-4 and R1-6 with Reduced Development Standards with a PAD Overlay.

STRATEGIC PLAN ALIGNMENT

Quality of Life | Fiscal Resource Management | Economic Vitality

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2292 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2023-1571 RELATED TO THE REZONING CASE FOR – AMBER MEADOWS AT WEST GOODYEAR.

2. ADOPT ORDINANCE NO. 2023-1571 CONDITIONALLY REZONING APPROXIMATELY 109.93 GROSS ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF PERRYVILLE ROAD AND LILAC STREET TO BE KNOWN AS AMBER MEADOWS AT WEST GOODYEAR; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, AICP, Principal Planner)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The proposed rezoning includes 109.93 gross acres of property generally located at the northeast corner of Perryville Road and Lilac Street (the “Property”). The Property was zoned Planned Area Development in 2005 by Ordinance No. 2005-969 and contemplated primarily two lot sizes 60’ x 120’ and 70’ x 120’ as well as half of the full elementary school site to be developed between Amber Meadows and La Privada.

When the various properties known as the West Goodyear Properties, including the Property, were annexed into and/or sought to rezone their respective properties, the owners of the properties caused the preparation of regional water and wastewater master studies and amendments thereto to identify the regional water and wastewater lines that had to be constructed to serve the West Goodyear properties. The City adopted Resolution of Intention No. 06-1064 as amended by Resolution No 14-1621 and Resolution No. 16-1747 to allocate the costs of the regional water lines identified in the master water study as amended among the benefited properties (referred to herein as the “Cost Recovery Resolution – Water Delivery Lines”) and adopted Resolution of Intention No. 06-1065 as amended by Resolution No 14-1622 and Resolution No. 16-1748 to allocate the costs of the regional wastewater lines identified in the master wastewater study as amended among the benefited properties (referred to herein as the “Cost Recovery Resolution – Wastewater Trunk Lines”).

The current proposed rezoning seeks to replace previous zoning cases with 57.67 acres of R1-4 (Single-Family Detached), 52.24 acres of R1-6 (Single-Family) zoning districts with R1-4 Reduced Development Standards, R1-6 Reduced Development Standards and a PAD Overlay. The maximum number of dwelling units that will be developed on the Property is 437. The change in zoning does not impact the regional water and wastewater lines that are needed to serve the Property and the Property Owner is responsible for either constructing the lines identified in the cost recovery resolutions and/or paying cost recovery payment for the costs of the lines constructed by others identified in the cost recovery resolutions as benefiting the Property.

STAFF ANALYSIS

The applicant is requesting a zoning change from the currently approved Amber Meadows Final Planned Area Development to R1-4 (Single-Family Detached) Zoning District on 57.67 and R1-6 (Single-Family) Zoning District on 52.24 acres with R1-4 Reduced Development Standards, R1-6 Reduced Development Standards and a PAD Overlay for a development to be referred to collectively as Amber Meadows at West Goodyear.

The PAD Overlay modifies the foregoing standards as follows: all lots within the R1-4 zoned area of the development shall have a minimum lot width of 45 feet and a minimum depth of 115 feet; and the minimum square footage of a lot shall be 5,175 with the exception of corner

lots and knuckle lots which may be reduced to 5,173 square feet.

The R1-4 zoned area will adhere to the R1-4 (Single Family Detached) Zoning District as modified by the R1-4 Reduced Development Standards, as modified by the PAD Overlay.

The R1-6 zoned area will adhere to the R1-6 (Single Family Detached) Zoning District as modified by the R1-4 Reduced Development Standards, as modified by the PAD Overlay.

The total number of residential units within the Property is limited to 437.

The proposed rezoning requires additional amenity elements, connectivity elements and streetscape elements be provided. The proposed zoning ordinance includes stipulations requiring these amenity elements, connectivity elements and minimum streetscape elements be provided. They include the following:

To meet the two (2) required Amenity Elements, the development will:

- Adjacent to Community Amenity – A community pool be located at the centralized park and will serve the site.
- Additional Park Amenities - The centralized park shall provide localized usable active open space area and shall include all of the following resident and recreational amenities: restroom facility; a minimum of two (2) Pickleball courts; one full-sized basketball court; one (1) large group ramada with barbeque grills and picnic seating; one (1) small ramada with barbeque grills and picnic seating; bicycle racks; a high and dry turf area;. The Final elements of the Additional Amenities shall be refined with staff to collectively be of an equal or greater quality to those described above.
- Amber Meadows is required to provide a 5-acre neighborhood park within ¼ mile walking distance of all dwellings. Amber Meadows provides an approximately 5-acre centralized park. However, this park would not be located within ¼ mile walking distance of all dwelling units. In order to satisfy the ¼ mile walking distance requirement, four additional Pocket Parks will be spread throughout the site, providing an additional approximately 3.75 acres of total park area with at least one of the parks being located within a ¼ mile walking distance of all lots. The Pocket Parks will provide additional improved park space in closer proximity to residents who live farther away from the Central Park.
- Pocket Park 1 (0.25 acres) and Pocket Park 3 (1.5 acres) will be located in the R1-6 portion of the Project. Pocket Park 2 (1.0 acres) and Pocket Park 4 (0.5 acres), will be located in the R1-4 Reduced portion. Each pocket park will include a shaded seating area and an open turf area. At least one (1) park in the R1-6 portion of the community shall contain a shaded seating area that is a ramada with barbeque grills and at least one (1) park in the R1-6 area shall contain a shaded tot lot near a high and dry turf area. At least one (1) park in the R1-4 portion of the community shall contain a shaded seating area that is a ramada with barbeque grills and at least one (1) park in the R1-4 area shall contain a shaded tot lot near a high and dry turf area. Bicycle racks will be included at the Pocket Parks to accommodate non-motorized transportation within the community.

In order to meet the four (4) required Connectivity Elements, the development will:

- Be Considered In-fill:
    - Project will be considered in-fill.
- Provide Trail System Connections that include:
    - Construct a publicly accessible trail connections are provided within the Site and connect to future trail systems. A five (5) foot soft trail is proposed on the east side of the Site within the twenty-five (25) foot Roosevelt Irrigation District (RID)

Easement which also provides for a connection to the future Roosevelt Irrigation District Canal trail at the northeast corner of the Site. Additionally, a five (5) foot soft trail connection is proposed on the east side of the Site to provide access to La Privada's trail on the south side of the conveyance channel. Where trail connections cross a roadway or connects to the central amenity, paver crossings shall be provided and the Zoning Administrator may modify the dimensions and spacing requirements above in the event of a utility conflict if the enhancement is collectively equal or greater in quality to those described above.

- Provide Lot Diversity:
- Based on the provisions found within the PAD Overlay, the R1-4 Reduced lots within Amber Meadows will have 100% of the lots exceed the required minimum lot width. Approximately 54% of the site will compromise of lots that are 45-feet wide by 115-feet deep. In order to ensure lot diversity within by way of comparison a standard R1-4 Reduced lot may be as small as 40-feet wide by 100-feet deep or 4,000 square feet.
- Limited Subdivision of Perimeter Wall:
    - A white cross-buck split rail fence is provided along the Site's Perryville Road street frontage in addition to the Primary Theme Wall. This double fence is intended to break up the visual of the single wall as well as support the community character and provide aesthetic appeal. Additionally, in areas by the Site's entry monument and the Site's hard corners along Perryville Road, white cross-buck split rail fence is provided to further accentuate the character while reinforcing cohesiveness.

The Streetscape Elements are not finalized until the preliminary plat review. However, in order to meet the four (4) Streetscape Elements, the development plans to:

- Provide Detached Sidewalks - 6-foot-wide planter adjacent to all roads in interior of the development with HOA maintained landscape strips which contain a minimum of one (1) tree within the planter for each residential lot which faces a planting area.
- Provide Additional Streetscape Elements - Decorative pavers, colored concrete and/or stamped concrete, and/or other material as approved by the Zoning Administrator, Engineering and Public Works, shall be used on all driveway on all lots within the development (between the sidewalk and the house).
- Provide Additional Streetscape Elements – Decorative pavers, colored concrete and/or stamped concrete, and/or other material as approved by the Zoning Administrator, Engineering and Public Works, will be used at all entryways into the development off of Perryville Road and Lilac Street.
- Provide West Goodyear Streetscape Designs –
    - The primary and secondary entrances to the community incorporate enhanced collector designs that include enhanced plantings, median islands and entry monuments that are agrarian in nature.
    - A white crossbuck split rail fence is included at both the primary and secondary entrances, at hard-exterior corners along the perimeter of the site and at other notable areas within the site.
    - Farm/agricultural and rustic elements such as the trellis structures are incorporated at the primary and secondary entry monuments.
    - Landscape planting creates the sense of agricultural planting through linear and structured placement.
    - A corner monument on the perimeter of the development shall read “Amber Meadows at West Goodyear.”

Evaluation Criteria:

Per the city of Goodyear Zoning Ordinance, the city's review and recommendation on a zoning amendment is to be guided by the following criteria:

1. Consistency with the General Plan.
The proposed land plan is consistent with the current General Plan land use designation in terms of land use location and density. With the adoption of the City of Goodyear's General Plan "Goodyear 2025" the Project Site was given a land use designation of "Neighborhood" which is defined as: "Provides areas for the growth and development of neighborhoods. Neighborhoods include a wide range of densities and housing products, public and community facilities such as schools and places of worship, and commercial uses at appropriate intensities and locations."

A key element in this definition is the allowance for a wide range of densities and housing products. We believe allowing flexibility in this regard enables the City to be responsive to planning needs in the City. It also allows for homebuilders to be creative in the type of communities they develop. This community will meet the City's intent to provide a diversity of housing options by providing homes on a variety of lot sizes, within a community of enhanced design and amenities. This is a combination that many homebuyers are looking for, and we're going to be able to provide it in an excellent location within a portion of the city that enjoys close access to employment and transportation.

As part of the City of Goodyear's General Plan "Goodyear 2025" Chapter 8 – Land Use and Transportation Plan, clearly defined "Development Standards" are set forth. The Develop Standards that apply to the project will be met and the plan intent is in Conformance with the City of Goodyear's General Plan "Goodyear 2025". Additional objectives, goals and standards can be found in the applicant's narrative.

2. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.
The property has no significant natural or built constraints and provides an opportunity to create an outstanding residential community. The land is generally flat and will provide storm water management through on-site retention basins and participation with regional conveyance through the development. The channel the east side of the property will provide regional recreation connections with the adjacent developments which are part of the overall bicycle and pedestrian circulation.

3. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.
Amber Meadows at West Goodyear is located in a growing area of West Goodyear with adjacent properties reflecting similar or higher density zoning designations. Parcels that are within the City's boundaries, within this area of Goodyear are either currently zoned or being rezoned to smaller single-family residential units. This includes La Privada to the south, Las Palmas to the north, and Citrus Park, Silva Trails, Paseo Place and Las Ventanas further to the south and southeast. Parcels along the east are similar in nature. The development of Amber Meadows will provide and improve the necessary infrastructure including construction of collector and arterial roadways and extension of City of Goodyear water and sewer service to West Goodyear. The surrounding properties in general will benefit from the future high-quality residential community. Current and future uses and development of the properties surrounding the subject property include:
North – Roosevelt Irrigation District Canal and county island, homes and vacant agricultural lands (largely zoned RU-43/city equivalent to AU (Agricultural Urban));

South – La Privada (zoned R1-4);
East – La Privada (zoned R1-4) and County island, homes and vacant agricultural lands (largely zoned RU-43/city equivalent to AU (Agricultural Urban));
West – County island, homes and vacant agricultural lands (largely zoned RU-43/city equivalent to AU (Agricultural Urban));

4. Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under the proposed zoning district would be better suited to the subject property than the uses allowed under the current zoning.
Amber Meadows at West Goodyear is consistent and compatible with other land uses existing and entitled within the immediate area. The property is located within an area that was planned for low and medium density residential uses.

The jurisdiction along the north boundaries are within unincorporated Maricopa County and are zoned RU-43 with single family homes. There is an RID Canal between the county residential and the planned Amber Meadows at West Goodyear residential.

The proposed community is in line with the City's General Plan principles. The City of Goodyear's 2025 General Plan Land Use Map classifies the property as "Neighborhood." The "Neighborhood" land use is intended to provide for the growth and development of residential neighborhoods providing diversity of densities and housing products.

Luke Air Force Base:
The property does not fall within the Luke Air Force Base Accident Potential Zone or the DNL. However, the property does fall within the Luke Air Force Base Military Vicinity boundary thus disclosure statements shall be required as a condition of approval.

Phoenix-Goodyear Airport:
The property does not fall within the Phoenix-Goodyear Airport DNL.

5. Demand for the types of uses permitted in the proposed zoning district in relation to the amount of land currently zoned and available to accommodate the demand.
Per the General Plan this community falls within the Neighborhoods land-use. Entitlement of the subject property with PAD zoning will meet the demand for residential development.

Developers have indicated the current Arizona housing market indicates the Phoenix Metro area needs hundreds-of-thousands of homes to meet the current demand. A growing trend has demonstrated that the request for more narrow lots is reflected not just in West Goodyear, but across the valley. This does not necessarily mean that the home sizes are decreasing but rather indicates homebuyers want less property to maintain. By adjusting to market demand, this could allow lots to be platted and sold to developers and homebuyers more quickly, bringing more residents into Goodyear and contribute to the City's tax base.

Amber Meadows at West Goodyear has been designed to be consistent with the City's goals to provide a sustainable and varied residential community that will be a cornerstone in the West Goodyear area. High quality not only speaks the physical building, but to the high quality of life that Amber Meadows at West Goodyear brings with it planned amenities. Recent West Goodyear development activity with Pradera, Citrus Park, Silva Trails and La Privada show the interest in providing new residential units in West Goodyear.

6. Demands for public services that will be generated by the uses permitted in the proposed

zoning district.
School Districts:
The subject property is located within the Liberty Elementary School District and the Buckeye Union High School District. Both school districts have been notified of the rezoning request. This development intends to donate 7.5 acres of land to the Liberty Elementary School District, which combined with the 7.5 acres immediately adjacent to it within La Privada will create one cohesive elementary school site.

Fire Response:
Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		2nd Nearest Goodyear Fire Station	Shortest path	
	Mins	Miles		Mins	Miles
Fire Station #184	7.32	3.66	Fire Station #185	14.32	7.16

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

Streets/Transportation:
The property will be accessed primarily from Perryville Road and the future Lilac Street. The Engineering Department has created stipulations to address traffic issues caused by the development of this property. Those stipulations address traffic signals, roadway construction and access to needed and adjacent streets.

Water/Wastewater:
The subject property will be served by city of Goodyear water and wastewater utilities.

7. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.
The property is located near existing or planned Cost Recovery Ordinance public services. We do not anticipate any potential adverse fiscal impacts resulting from development of this property.

8. General public concerns.
Public Participation, Public Comment and Planning and Zoning Commission Meeting:
An in-person neighborhood meeting was conducted for this proposal on January 4, 2023. Notice of the neighborhood meeting was sent to property owners within 500 feet of the property to provide ample opportunity for input prior to noticing the public hearing itself, those notices were mailed on December 3, 2022; a sign advertising the neighborhood meeting was posted to the site on December 20, 2022. During the neighborhood meeting, residents asked general questions about the proposed

development. No formal opposition has since been received.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on August 16, 2023 appeared in the Arizona Republic Southwest Valley Edition July 28, 2023; postcards were mailed to adjoining owners on July 20, 2023; and the sign(s) on the site were updated on July 27, 2023 to notify residents of the scheduled public hearings.

On August 16, 2023, the Planning and Zoning Commission held a public hearing for this item. After staff presentation, the Planning and Zoning Commission voted (5-0) to recommend approval, subject to the proposed stipulations.

9. Whether the amendment promotes orderly growth and development.

This zoning amendment requires consistency with the City's General Plan, compatibility with the surrounding zoning and promotes orderly growth and development as part of the West Goodyear Area. As development continues to grow within West Goodyear, the bringing forward of Amber Meadows at West Goodyear allows expansion of the City infrastructure and development sequentially to its western boundary particularly related to regional drainage, water, and wastewater expansion.

10. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.

The proposed development on the property will have a positive impact to the general health, safety, and welfare of the citizens of the City by providing a safe and well-designed community within the heart of West Goodyear.

Attachments

Resolutions and Exhibits

Ordinance

Aerial Exhibit

Narrative

Presentation

RESOLUTION NO. 2023-2292

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2023-1571 RELATED TO THE REZONING CASE FOR – AMBER MEADOWS AT WEST GOODYEAR.

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

SECTION 1. That certain document titled "Official Supplementary Zoning Map No. 22-16 City of Goodyear, AZ – Rezone Case," a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That certain document titled "Amber Meadows Full Property," a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

That certain document titled "Amber Meadows R1-4 Zoning Parcel," a copy of which is attached hereto as Exhibit C, is hereby declared a public record.

That certain document titled "Amber Meadows R1-6 Zoning Parcel," a copy of which is attached hereto as Exhibit D, is hereby declared a public record.

That certain document titled "Amber Meadows Wall Program", "a copy of which is attached hereto as Exhibit E, is hereby declared a public record.

That certain document titled "Amber Meadows Main Park Amenity," a copy of which is attached hereto as Exhibit F, is hereby declared a public record.

That certain document titled "Amber Meadows Community Pocket Parks," a copy of which is attached hereto as Exhibit G, is hereby declared a public record.

That certain document titled "Amber Meadows Monument Signs," a copy of which is attached hereto as Exhibit H is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2023-1571.

SECTION 3. COPIES FILED WITH THE CITY CLERK

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

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

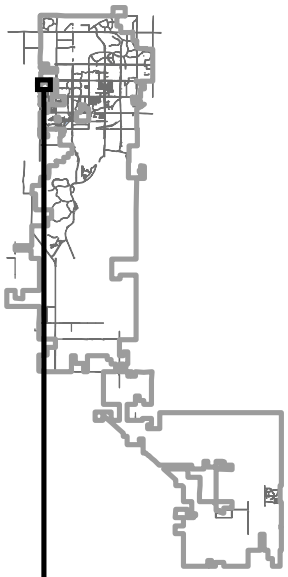
_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-16

AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO._____, PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____, 2023.

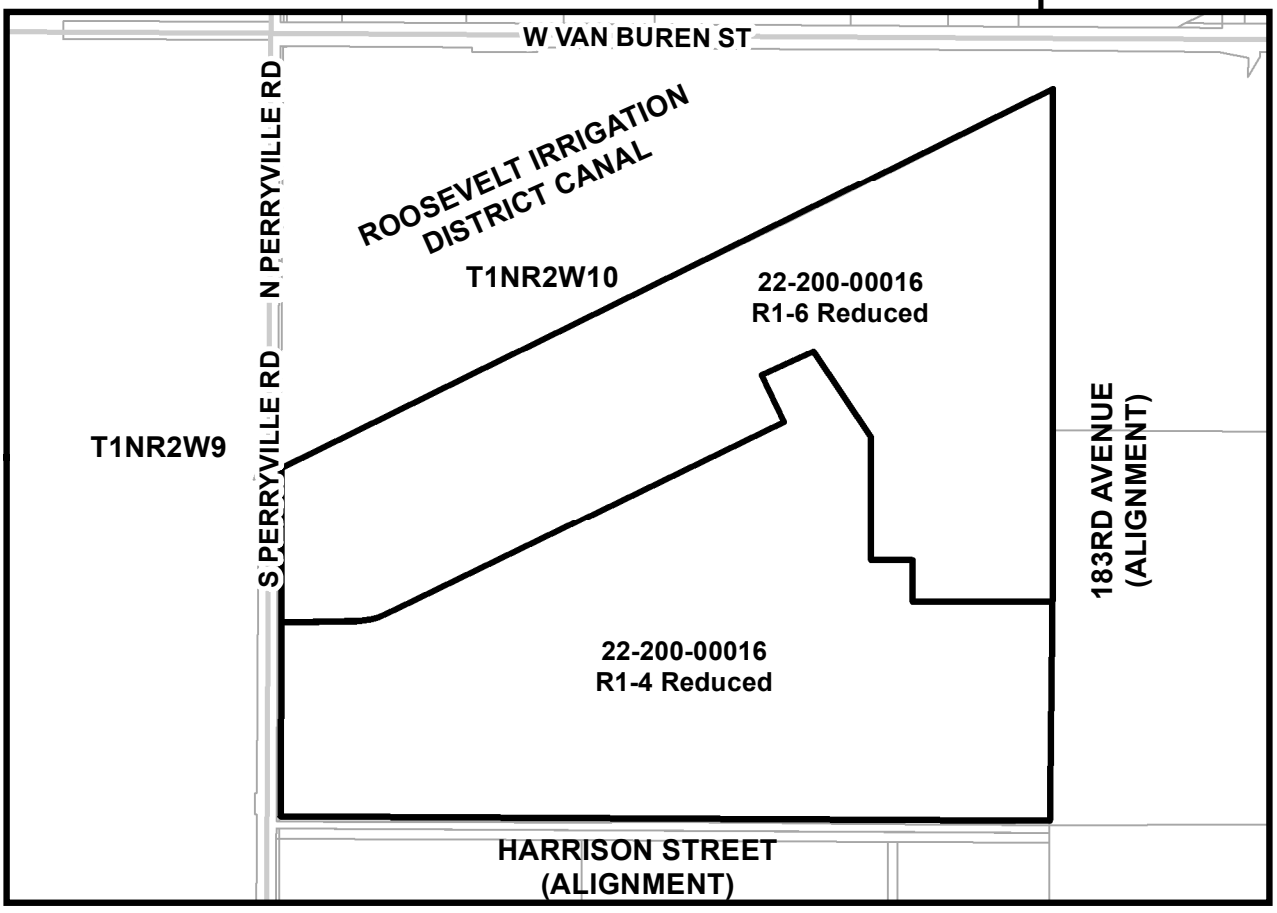


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

A portion of the Northwest Quarter Section 10, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT			DATE:
A	REZONE FROM PAD TO R1-4 Reduced and R1-6 Reduced	22-200-00016	January 2023

Exhibit "B"
Amber Meadows
Full Property

Job No. 20-1594 February 20, 2023

A Parcel of land as described in document 2013-0796751 Maricopa County Recorders (MCR), located in the Northwest quarter of Section 10, Township 01 North, Range 02 West of the Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

BEGINNING at the West quarter corner of said Section 10, being a 2" aluminum cap, from which the Northwest corner of said Section 10, being a 3" brass cap flush, bears North 00 degrees 16 minutes 36 seconds East, 2645.26 feet (**Basis of Bearing**);

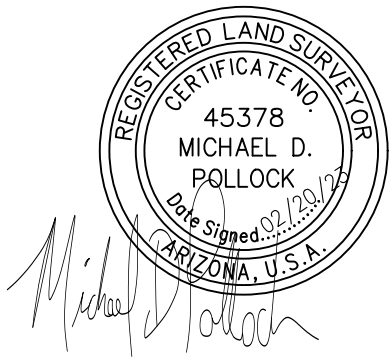
Thence along the West line of the Northwest Quarter of said Section 10, North 00 degrees 16 minutes 36 seconds East, 1168.52 feet;

Thence departing said West line, North 64 degrees 19 minutes 54 seconds East, 2937.27 feet to the East line of said Northwest Quarter;

Thence along the East line of said Northwest Quarter, South 00 degrees 13 minutes 59 seconds West, 2455.49 feet to the Center of said Section 10;

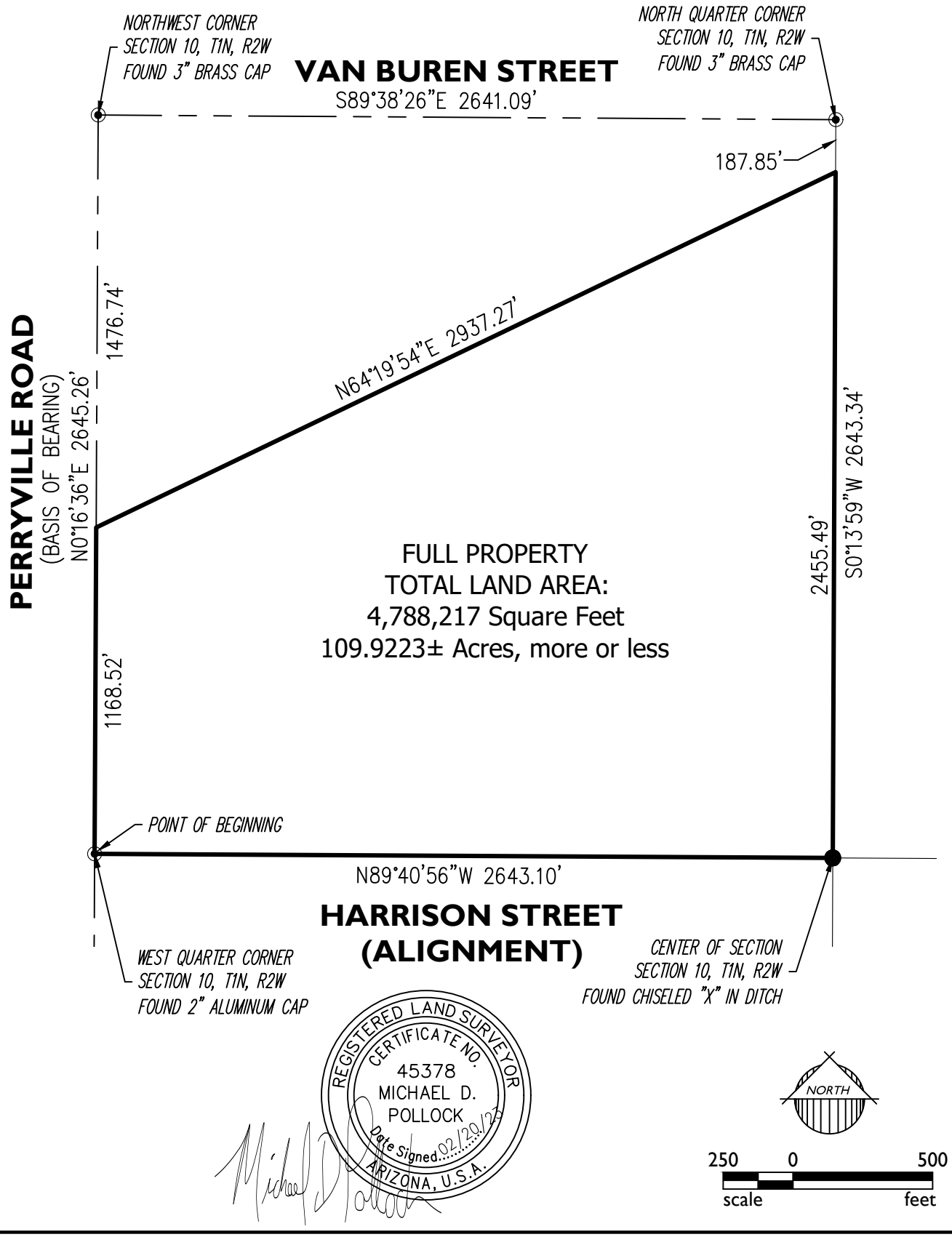
Thence along the South line of said Northwest Quarter, North 89 degrees 40 minutes 56 seconds West, 2643.10' to the **POINT OF BEGINNING**.

Said overall portion of land contains **4,788,217** square feet or **109.9223** acres, more or less.



EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

Feb 20, 2023 2:02pm S:\Projects\2020\20-1594\Land Survey\Legals\20-1594 Amber Meadows - Full Property\20-1594 Amber Meadows - Full Property - Layout



20-1594	AMBER MEADOWS FULL PROPERTY EXHIBIT "A"	EPS GROUP 1130 N. Alma School Rd. Ste. 120 Mesa, AZ 85201 T:480.503.2250 | F:480.503.2258 www.epsgroupinc.com

Exhibit "C"
Amber Meadows
R1-4 Zoning
Parcel

Job No. 20-1594 October 28, 2022

A portion of a parcel of land as described in document 2013-0796751 Maricopa County Recorders (MCR), located in the Northwest quarter of Section 10, Township 01 North, Range 02 West of the Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

BEGINNING at the West quarter corner of said Section 10, being a 2" aluminum cap, from which the Northwest corner of said Section 10, being a 3" brass cap flush, bears North 00 degrees 16 minutes 36 seconds East, 2645.26 feet (**Basis of Bearing**);

Thence along the West line of the Northwest Quarter of said Section 10, North 00 degrees 16 minutes 36 seconds East, 660.53 feet;

Thence departing said West line, South 89 degrees 46 minutes 45 seconds East, 270.40 feet to the beginning of a curve, concave Northwesterly, with radius of 400.00 feet;

Thence along said curve to the left, through a central angle of 25 degrees 53 minutes 21 seconds, an arc distance of 180.74 feet;

Thence North 64 degrees 19 minutes 54 seconds East, 1443.85 feet;

Thence North 25 degrees 40 minutes 06 seconds West, 173.87 feet;

Thence North 64 degrees 19 minutes 54 seconds East, 186.62 feet;

Thence South 33 degrees 56 minutes 06 seconds East, 355.48 feet;

Thence South 89 degrees 46 minutes 04 seconds East, 2.19 feet;

Thence South 00 degrees 13 minutes 56 seconds West, 420.00 feet;

Thence South 89 degrees 46 minutes 04 seconds East, 141.34 feet;

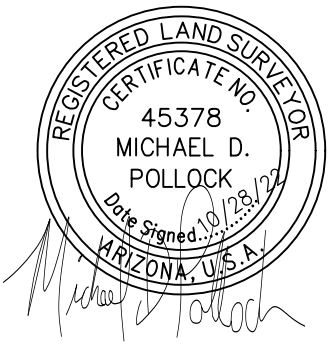
Thence South 00 degrees 13 minutes 56 seconds West, 135.00 feet;

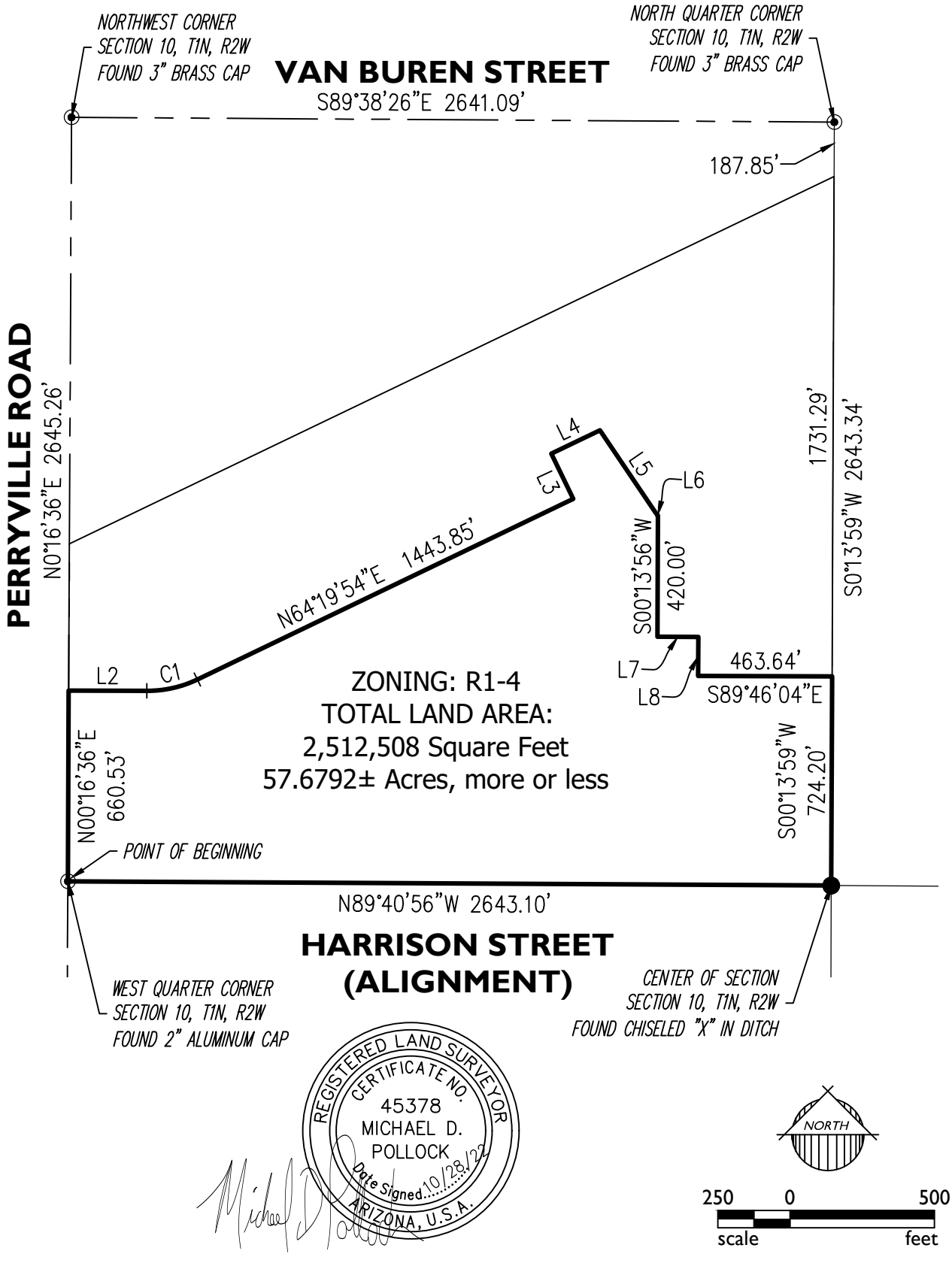
Thence South 89 degrees 46 minutes 04 seconds East, 463.64 feet to the East line of the Northwest quarter of said Section 10;

Thence along said East line, South 00 degrees 13 minutes 59 seconds West, 724.20 feet;

Thence along the South line of the Northwest quarter of said Section 10, North 89 degrees 40 minutes 56 seconds West, 2643.10 feet to the **POINT OF BEGINNING**.

Said overall portion of land contains **2,512,508** square feet or **57.6792** acres, more or less.





Oct 28, 2022 1:28pm S:\Projects\2020\20-1594\Land Survey\Legals\20-1594 Amber Meadows - R1-4 Zoning\20-1594 Zoning Area R1-4 - Layout.dwg

20-1594

AMBER MEADOWS
R1-4 ZONING PARCEL

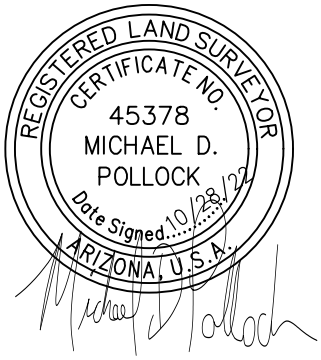
EXHIBIT "A"

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

LINE TABLE		
LINE	BEARING	LENGTH
L2	S89°46'45"E	270.40'
L3	N25°40'06"W	173.87'
L4	N64°19'54"E	186.62'
L5	S33°56'06"E	355.48'

LINE TABLE		
LINE	BEARING	LENGTH
L6	S89°46'04"E	2.19'
L7	S89°46'04"E	141.34'
L8	S00°13'56"W	135.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	180.74'	400.00'	25°53'21"	179.21'	N77°16'35"E



Oct 28, 2022 1:28pm S:\Projects\2020\20-1594\Land Survey\Legals\20-1594 Amber Meadows - R1-4 Zoning\20-1594 Zoning Area R1-4 - Layout.dwg

20-1594

AMBER MEADOWS
R1-4 ZONING PARCEL

EXHIBIT "A"

EPS GROUP
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Ste. 120 Mesa, AZ 85201
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www.epsgroupinc.com

Exhibit "D"
Amber Meadows
R1-6 Zoning
Parcel

Job No. 20-1594 September 23, 2022

A portion of a parcel of land as described in document 2013-0796751 Maricopa County Recorders (MCR), located in the Northwest quarter of Section 10, Township 01 North, Range 02 West of the Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 10, being a 2" aluminum cap, from which the Northwest corner of said Section 10, being a 3" brass cap flush bears North 00 degrees 16 minutes 36 seconds East, 2645.26 feet (**Basis of Bearing**);

Thence along the West line of the Northwest quarter of said Section 10, North 00 degrees 16 minutes 36 seconds East, 660.53 feet to the **POINT OF BEGINNING**;

Thence continuing along said West line, North 00 degrees 16 minutes 36 seconds East, 507.99 feet;

Thence departing said West line, North 64 degrees 19 minutes 54 seconds East, 2937.27 feet to the East line of the Northwest quarter of said Section 10;

Thence along said East line, South 00 degrees 13 minutes 59 seconds West, 1731.29 feet;

Thence departing said East line, North 89 degrees 46 minutes 04 seconds West, 463.64 feet;

Thence North 00 degrees 13 minutes 56 seconds East, 135.00 feet;

Thence North 89 degrees 46 minutes 04 seconds West, 141.34 feet;

Thence North 00 degrees 13 minutes 56 seconds East, 420.00 feet;

Thence North 89 degrees 46 minutes 04 seconds West, 2.19 feet;

Thence North 33 degrees 56 minutes 06 seconds West, 355.48 feet;

Thence South 64 degrees 19 minutes 54 seconds West, 186.62 feet;

Thence South 25 degrees 40 minutes 06 seconds East, 173.87 feet;

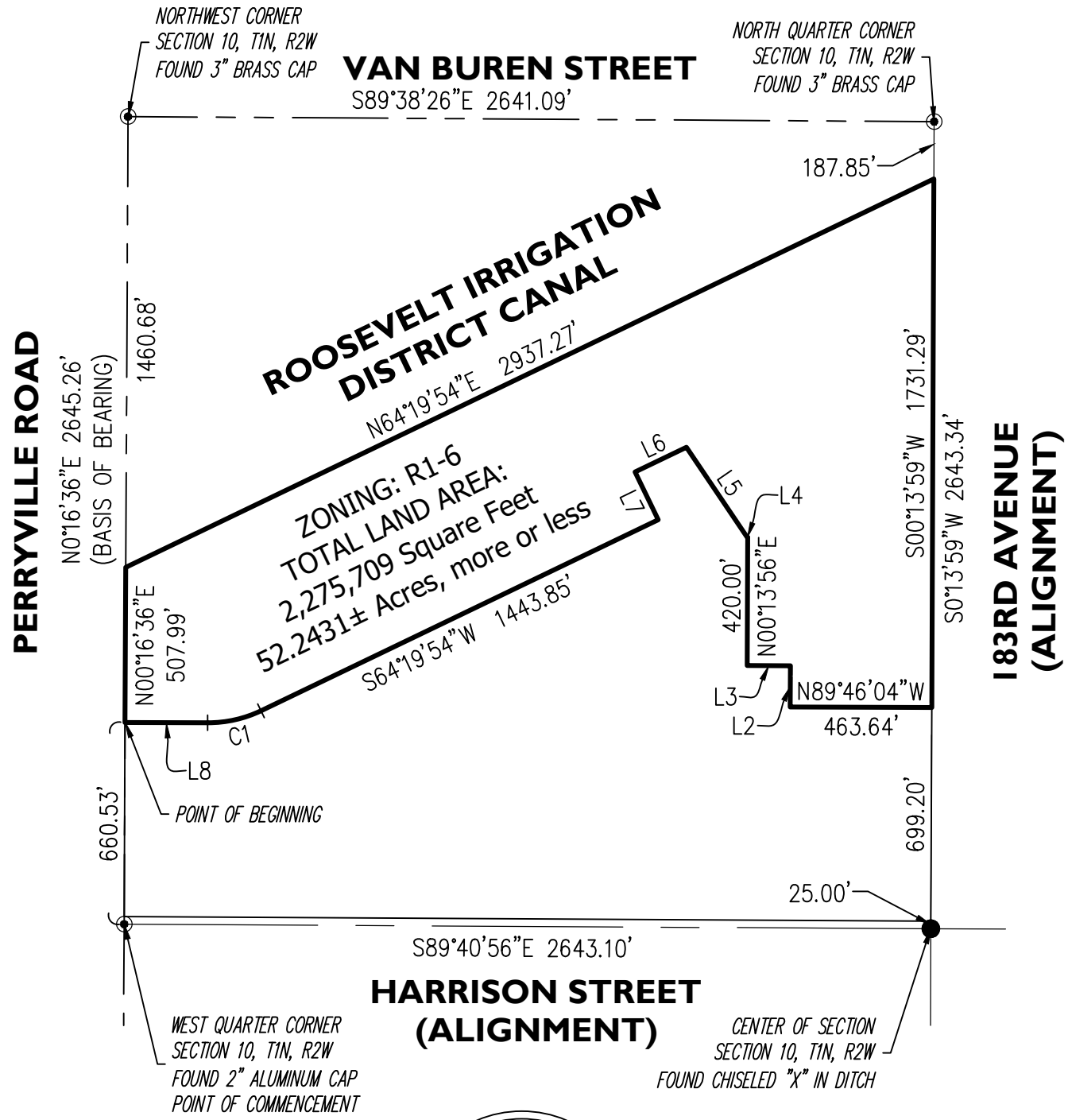
Thence South 64 degrees 19 minutes 54 seconds West, 1443.85 feet to the beginning of a curve, concave Northwesterly, with radius of 400.00 feet;

Thence along said curve to the right, through a central angle of 25 degrees 53 minutes 21 seconds, an arc distance of 180.74 feet;

Thence North 89 degrees 46 minutes 45 seconds West, 270.40 feet to the **POINT OF BEGINNING**.

Said overall portion of land contains 2,275,709 square feet or 52.2431 acres, more or less.





SHEET 1 OF 2

20-1594	AMBER MEADOWS R1-6 ZONING PARCEL EXHIBIT "A"	EPS GROUP 1130 N. Alma School Rd. Ste. 120 Mesa, AZ 85201 T:480.503.2250 | F:480.503.2258 www.epsgroupinc.com

Sep 23, 2022 3:30pm S:\Projects\2020\20-1594\Land Survey\Legals\20-1594 Amber Meadows - R1-6 Zoning\20-1594 Zoning Area R1-6 - Layout.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L2	N00°13'56"E	135.00'
L3	N89°46'04"W	141.34'
L4	N89°46'04"W	2.19'
L5	N33°56'06"W	355.48'

LINE TABLE		
LINE	BEARING	LENGTH
L6	S64°19'54"W	186.62'
L7	S25°40'06"E	173.87'
L8	N89°46'45"W	270.40'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	180.74'	400.00'	25°53'21"	179.21'	S77°16'35"W

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45378
MICHAEL D.
POLLOCK
Date Signed 9/23/22
ARIZONA, U.S.A.

NORTH

250 0 500
scale feet

SHEET 2 OF 2

20-1594

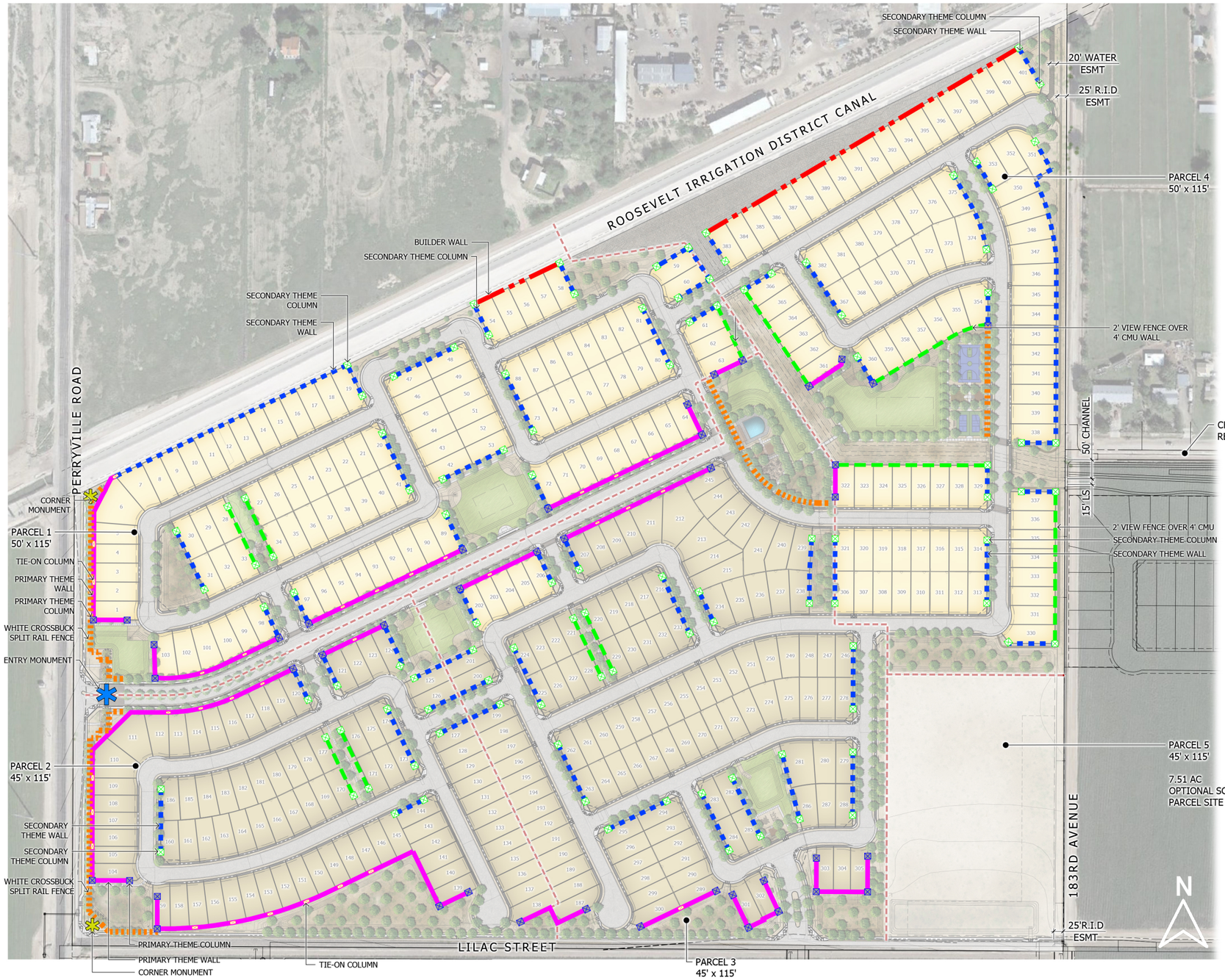
AMBER MEADOWS
R1-6 ZONING PARCEL

EXHIBIT "A"

EPS GROUP
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Sep 23, 2022 3:30pm S:\Projects\2020\20-1594\Land Survey\Legals\20-1594 Amber Meadows - R1-6 Zoning\20-1594 Zoning Area R1-6 - Layout.dwg

Exhibit E: Amber Meadows Wall Program



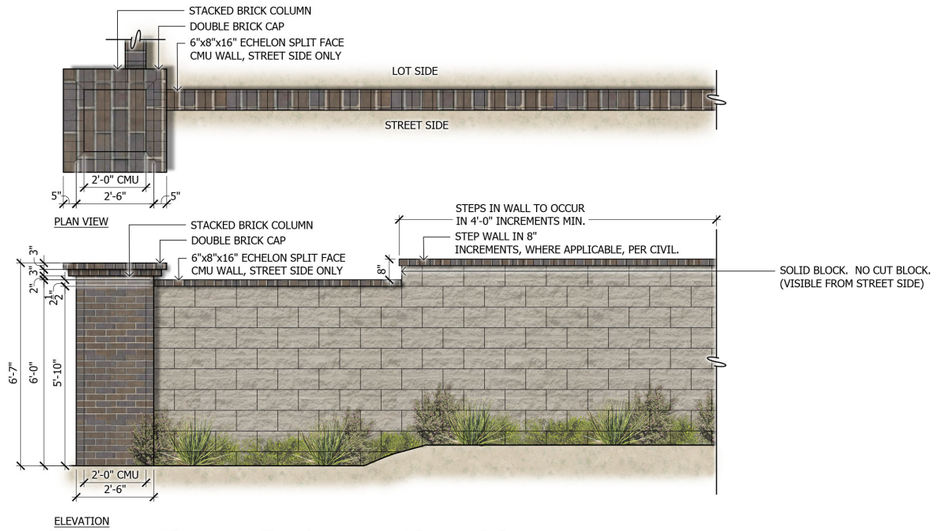
WALL LEGEND

SYMBOL	DESCRIPTION	DETAIL
	PRIMARY THEME WALL	DETAIL 1, SHEET LA 6.2
	SECONDARY THEME WALL	DETAIL 2, SHEET LA6.2
	BUILDER WALL	DETAIL 3, SHEET LA6.2
	2' VIEW FENCE OVER 4' CMU	DETAIL 7, SHEET LA6.2
	WHITE CROSSBUCK SPLIT RAIL FENCE	DETAIL 4, SHEET LA6.2
	ENTRY MONUMENT	NG
	CORNER MONUMENT	
	PRIMARY THEME COLUMN	
	SECONDARY THEME COLUMN	
	TIE-ON COLUMN	

GENERAL WALL NOTES

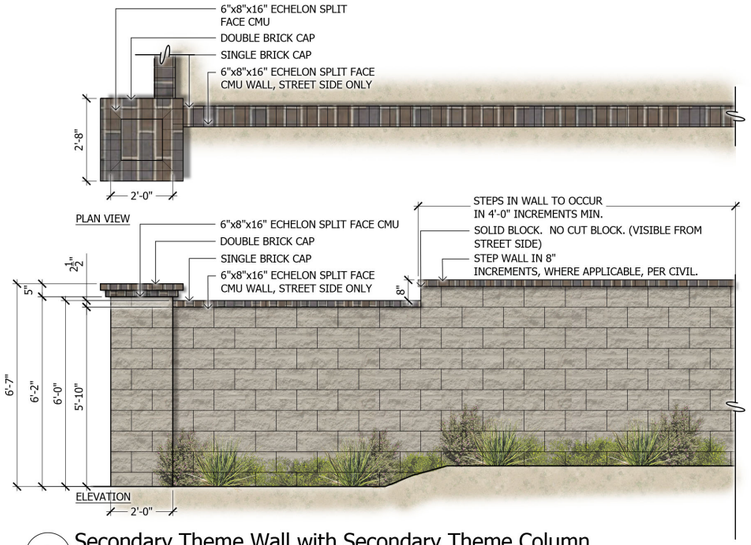
1. ALL WALLS TO TERMINATE WITH END WALL COLUMN 30'-0" FROM RIGHT OF WAY.
2. QUANTITIES SHOWN ARE FOR BIDDING AND PERMITTING PURPOSES ONLY, CONTRACTOR TO VERIFY.
3. CONTRACTOR TO VERIFY SIDEYARD RETURN LOCATIONS WITH HOMEBUILDER PRIOR TO CONSTRUCTION. (SIDEYARD RETURNS BUILT BY HOMEBUILDER)
4. CONTRACTOR TO INSTALL A 6" x 6" CONCRETE HEADER FROM END OF WALL CENTERED ON PROPERTY LINE TO BACK OF CURB OR SIDEWALK.
5. QUANTITIES SHOWN FOR TOTAL LENGTHS OF ALL WALL PLAN SHEETS

Wall Plan



1 Primary Theme Wall with Primary Theme Column

SCALE: 1/2"=1'-0"



2 Secondary Theme Wall with Secondary Theme Column

SCALE: 1/2"=1'-0"

PAINT

MODEL:
ACCESSIBLE BEIGE
SW7036

MANUFACTURER:
SHERWIN-WILLIAMS

METAL STEEL COLOR

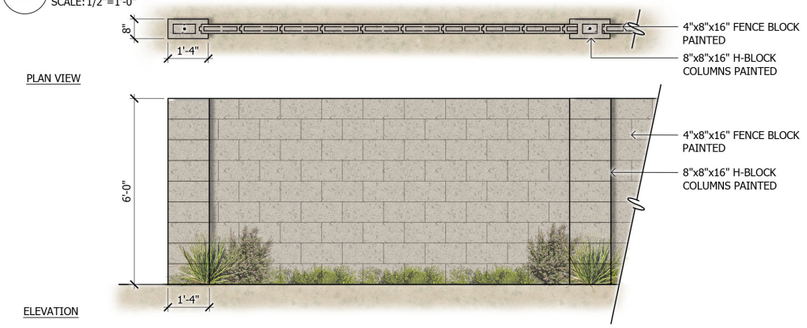
MODEL:
TRICORN BLACK
SW6258

MANUFACTURER:
SHERWIN-WILLIAMS

BRICK CAP

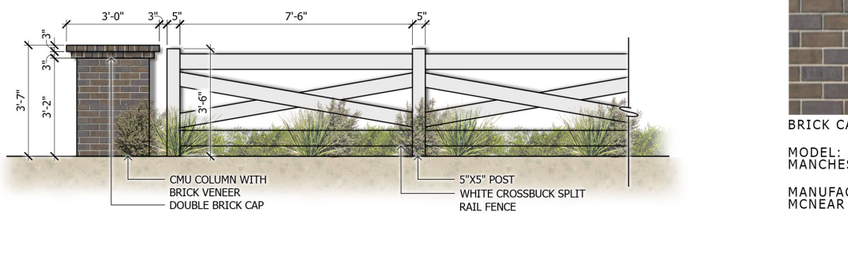
MODEL:
MANCHESTER

MANUFACTURER:
MCNEAR BRICK & BLOCK



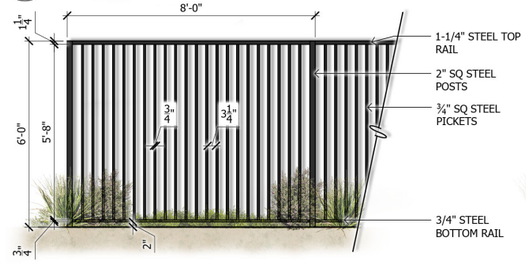
3 Builder Wall

SCALE: 1/2"=1'-0"



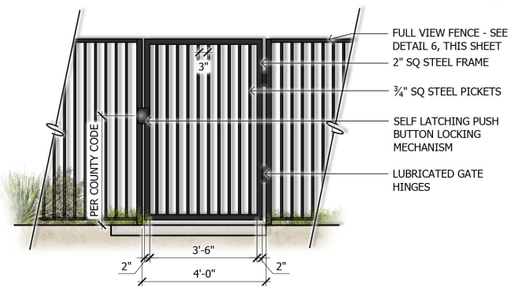
4 White Crossbuck Split Rail Fence

SCALE: 1/2"=1'-0"



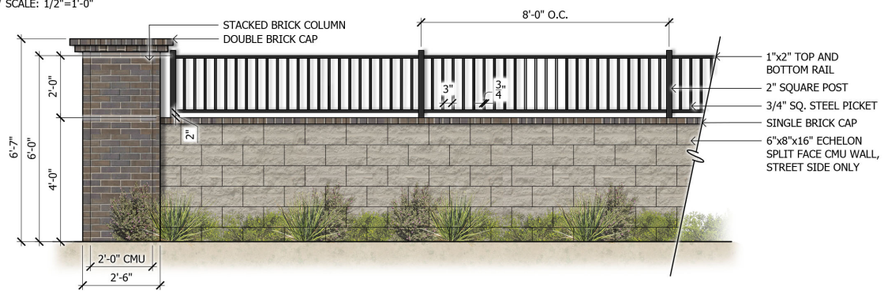
5 Full View Fence

SCALE: 1/2"=1'-0"



6 Pedestrian Gate

SCALE: 1/2"=1'-0"



7 2' View Fence Over 4' CMU

SCALE: 1/2"=1'-0"

Wall Program



LEGEND

1. POOL DECK
2. POOL FENCE
3. POOL
4. SHADE AREA
5. RESTROOM FACILITY
6. TOT LOT
7. WHITE CROSSBUCK RAIL FENCE
8. TRELLIS WITH BENCH
9. 8'-0" CONCRETE SIDEWALK
10. 5'-0" CONCRETE SIDEWALK PER CIVIL
11. BENCH/ SEATING
12. BASKETBALL COURT
13. SMALL RAMADA WITH GRILL AND PICNIC SEATING
14. BEAN BAG TOSS
15. PICKLEBALL COURTS (2)
16. BLEACHER SEATING
17. GROUP RAMADA WITH GRILLS AND PICNIC SEATING
18. OPEN PLAY TURF
19. BIKE RACKS



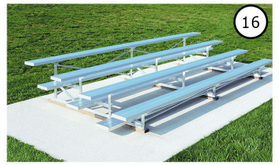


Exhibit F: Amber Meadows Main Park Amenity

Exhibit G: Amber Meadows Community Pocket Parks



LEGEND

1. BENCH / SEATING
2. SMALL RAMADA WITH GRILL AND PICNIC SEATING
3. TOT LOT (HIGH AND DRY AREA)
4. OPEN PLAY TURF
5. WHITE CROSSBUCK RAIL FENCE
6. 5'-0" CONCRETE SIDEWALK
7. 5'-0" CONCRETE SIDEWALK PER CIVIL
8. SHADE TREES
9. BIKE RACKS

Community Pocket Park 1



LEGEND

1. TRELLIS WITH BENCH (HIGH AND DRY)
2. OPEN PLAY TURF
3. 5'-0" CONCRETE SIDEWALK
4. 5'-0" CONCRETE SIDEWALK PER CIVIL
5. 8'-0" CONCRETE SIDEWALK PER CIVIL
6. SHADE TREES
7. BIKE RACKS

KEY MAP NOT TO SCALE

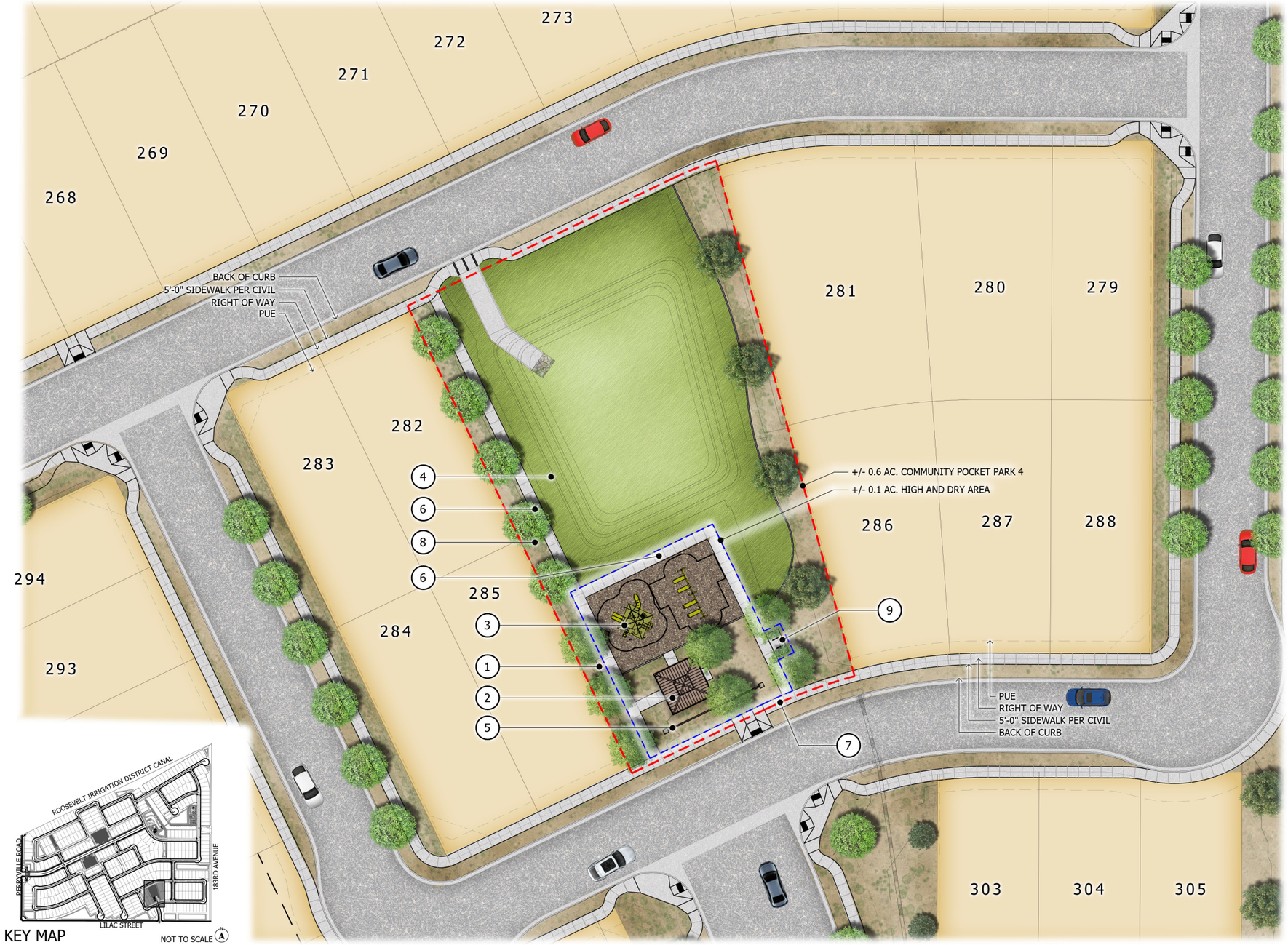
Community Pocket Park 2



1

2

Community Pocket Park 3



LEGEND

1. BENCH / SEATING
2. SMALL RAMADA WITH GRILL AND PICNIC SEATING
3. TOT LOT (HIGH AND DRY)
4. OPEN PLAY TURF
5. WHITE CROSSBUCK RAIL FENCE
6. 5'-0" CONCRETE SIDEWALK
7. 5'-0" CONCRETE SIDEWALK PER CIVIL
8. SHADE TREES
9. BIKE RACKS









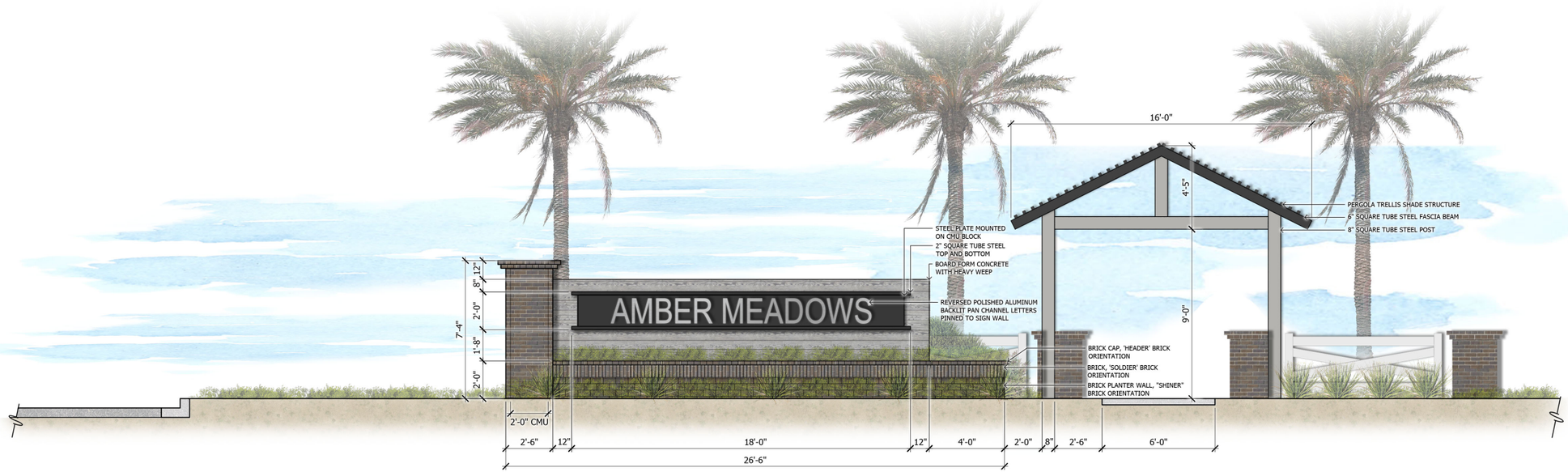
Community Pocket Park 4

Exhibit H Amber Meadows Monument Signs



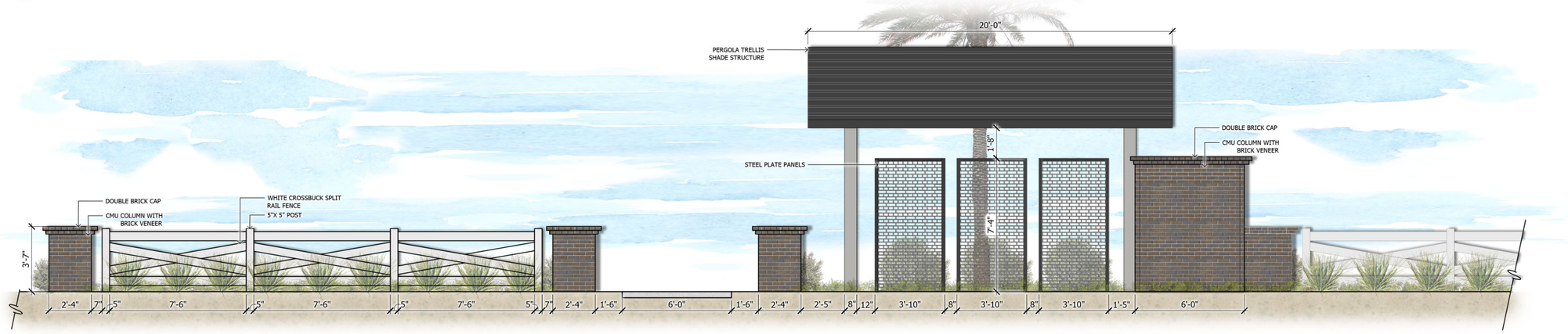
1 Primary Entry Monument Elevation
SCALE: NTS

Community Entry Monument



1 Primary Entry Monument (Entry Drive Side - Front Elevation)

SCALE: 3/8"=1'-0"



2 Primary Entry Monument (Entry Drive Side - Side Elevation)

SCALE: 3/8"=1'-0"

PAINT

MODEL:
ACCESSIBLE BEIGE
SW7036

MANUFACTURER:
SHERWIN-WILLIAMS

METAL STEEL COLOR

MODEL:
TRICORN BLACK
SW6258

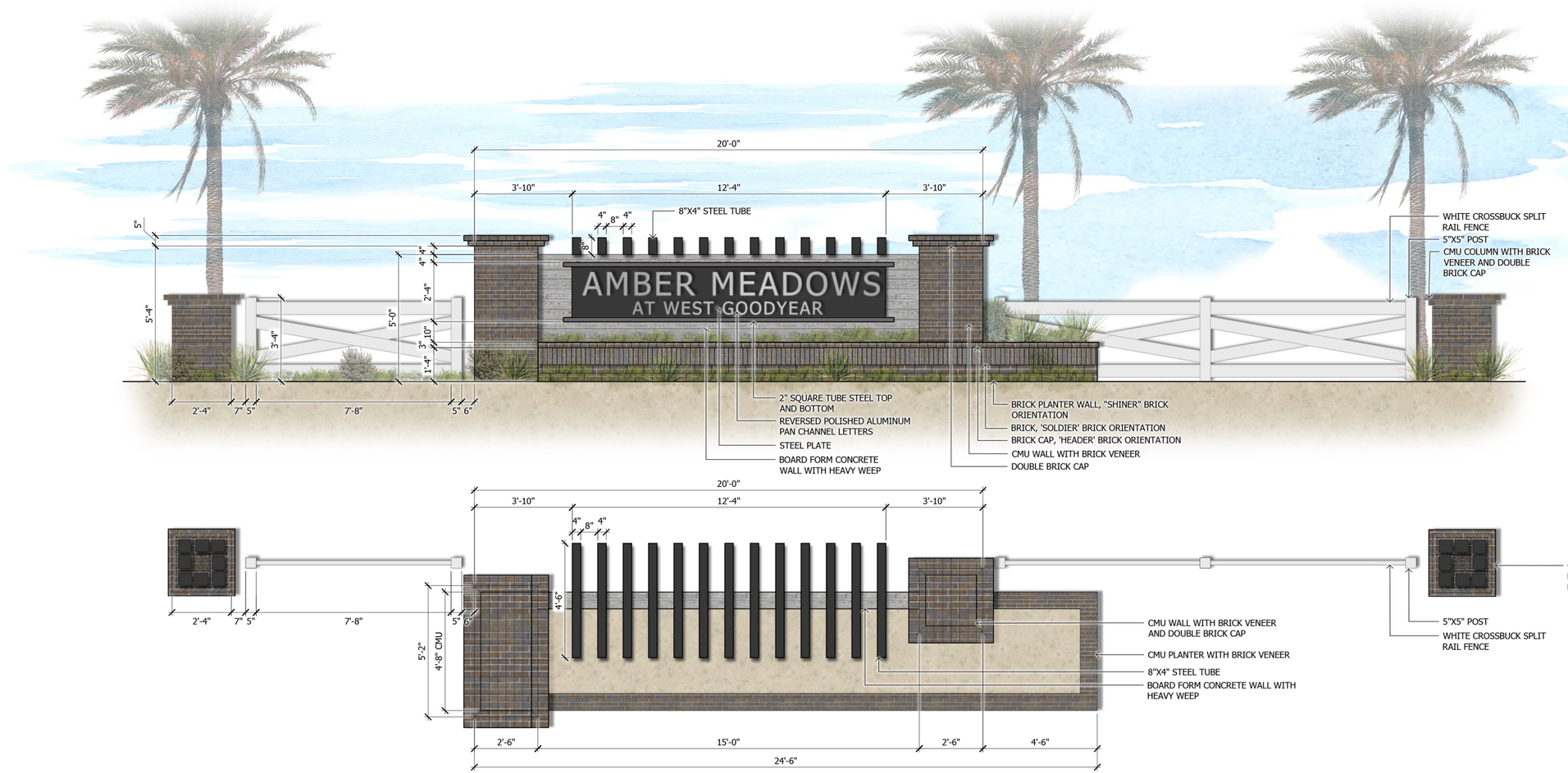
MANUFACTURER:
SHERWIN-WILLIAMS

BRICK CAP

MODEL:
MANCHESTER

MANUFACTURER:
MCNEAR BRICK & BLOCK

Community Entry Monument – Elevations



1 Corner Monument
SCALE: 1/2"=1'-0"

PAINT

MODEL:
ACCESSIBLE BEIGE
SW7036

MANUFACTURER:
SHERWIN-WILLIAMS

METAL STEEL COLOR

MODEL:
TRICORN BLACK
SW6258

MANUFACTURER:
SHERWIN-WILLIAMS

BRICK CAP

MODEL:
MANCHESTER

MANUFACTURER:
MCNEAR BRICK & BLOCK

Corner Monument

ORDINANCE NO. 2023-1571

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 109.93 GROSS ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF PERRYVILLE ROAD AND LILAC STREET TO BE KNOWN AS AMBER MEADOWS AT WEST GOODYEAR; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, the property subject to this Ordinance consists of approximately 109.93 gross acres and is located at the northeast corner of Perryville Road and Lilac Street and is known as Amber Meadows at West Goodyear as more particularly described in that certain document titled “Amber Meadows Full Property” which document was declared public record by Resolution No. 2023-2292, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the “Property”); and

WHEREAS, the General Plan Land Use Plan shows the Property designated as ‘Neighborhood’; and

WHEREAS, the owner of the Property along with a number of owners of other properties located within West Goodyear entered into a Memorandum of Understanding (the “West Goodyear MOU”) adopted by the City Council on May 23, 2005 by Resolution 05-981 (collectively the properties subject to the West Goodyear MOU are referred to as the “West Goodyear Properties” and the owners of the West Goodyear Properties are referred to as the “IDG”) that addressed the IDG’s responsibilities for the construction of infrastructure and payments for infrastructure needed for the city to serve the West Goodyear Properties; and

WHEREAS, on October 24, 2005, pursuant to the terms of the MOU, the City Council: adopted Ordinance No. 05-968 annexing the Property into the City; adopted Ordinance No. 05-969 rezoning the Property to Final PAD to be developed in accordance with the Amber Meadows Final Planned Area Development, dated August 5, 2005 (the “Amber Meadows PAD”)’ and adopted Resolution 05-1006 approving a Pre-Annexation Development Agreement, recorded in the official records of the Maricopa County Records (“MCR”) at 2005-1656088; and

WHEREAS, the Amber Meadows PAD provided for the development of two lot sizes of 60’ x 120’ and 70’ x 120’ as well as half of the full elementary school site to be developed between the Amber Meadows development and the adjacent La Privada development; and

WHEREAS, on July 10, 2006, the City Council adopted Resolution Nos. 06-1064 and 06-1065 establishing a Special Public Improvement Project Area to facilitate the development of regional water and sewer lines needed to serve the West Goodyear Properties and provide for cost recovery by the party who installs the regional public improvements from the properties who benefitted from such public improvements; and,

WHEREAS, on September 25, 2006 the City Council approved a final plat for Amber Meadows; and,

WHEREAS, no development has occurred within the Property since it was annexed into the City of Goodyear, and to facilitate the development of the Property, the City Council has repeatedly

re-zoned the Property, repeatedly amended the West Goodyear Cost Recovery Resolutions, and repeatedly amended and/or replace the development agreements governing the development of the Property; and

WHEREAS, since the adoption of Resolution 05-1006 approving a Pre-Annexation Development Agreement, City Council, in an effort to facilitate the development of the Property, has entered into more than nine (9) amendments and/or restated development agreements related to the development of the property including: First Amendment to Pre-Annexation Development Agreement for Amber Meadows approved by Resolution 11-1462 and recorded at MCR No. 2011-1014661; an Amended and Restated Development Agreement (Amber Meadows) approved by Resolution 13-1555, recorded at MCR No. 2013-0595601; First Amendment to Amended and Restated Development Agreement Amber Meadows approved by Resolution 13-1588, recorded at MCR No. 2014-0040954; Second Amendment to Amended and Restated Development Agreement for Amber Meadows approved by Resolution 14-1628, recorded at MCR No. 2014-0334363; Third Amendment to Amended and Restated Development Agreement for Amber Meadows approved by Resolution 15-1708, recorded at MCR No. 2015-0457221; Fourth Amendment to Amended and Restated Development Agreement for Amber Meadows approved by Resolution 15-1725, recorded at MCR No. 2015-0722843; Fifth Amendment to Amended and Restated Development Agreement for Amber Meadows approved by Resolution 16-1738, recorded at MCR No. 2016-006146; Second Amended and Restated Development Agreement for Amber Meadows approved by Resolution 2016-1752, recorded at MCR No. 2016-0289084; and First Amendment to Second Amended and Restated Development Agreement for Amber Meadows approved by Resolution 17-1780, recorded at MCR 2017-0077359 (collectively, the Second Amended and Restated Development Agreement for Amber Meadows approved by Resolution 16-1752, recorded at MCR No. 2016-0289084 and the First Amendment to Second Amended and Restated Development Agreement for Amber Meadows approved by Resolution 17-1780, recorded at MCR 2017-0077359 are referred to as the “Existing Amber Meadows Development Agreement”); and

WHEREAS, since the adoption of Resolution of Intention No. 06-1064 City Council has approved two amendments to the resolution; Resolution 14-1621, adopted by City Council on May, 19, 2014 and Resolution 16-1747 adopted by City Council on April 16, 2016; and

WHEREAS, since the adoption of Resolution of Intention No. 06-1065 City Council has approved two amendments to the resolution; Resolution 14-1622, adopted by City Council on May, 19, 2014, and Resolution 16-1748 adopted by City Council on April 16, 2016; and

WHEREAS, on March 27, 2017, in yet another effort to facilitate development of the Property, the city entered into a multi-party development agreement related to the development of various West Goodyear Properties, including the Property. Specifically, council adopting Resolution 17-1792 approving the Development Agreement for West Goodyear Sewer and Water Infrastructure recorded at MCR No. 2017-0220433, which agreement has been amended twice, including the First Amendment to Development Agreement for West Goodyear Sewer and Water Infrastructure adopted by Resolution 2018-1905 recorded at MCR No. 2019-0137906 and the Second Amendment to Development Agreement for West Goodyear Sewer and Water Infrastructure approved by Resolution No. 2019-1944 recorded at MCR No. 2019-0158096 (collectively the “West Goodyear Infrastructure Agreement”); and

WHEREAS, pursuant to the West Goodyear Sewer and Water Infrastructure Agreement, the city entered into an Escrow Agreement which has also been amended twice; and

WHEREAS, the current request is to rezone the approximate 109.93 gross acres to 57.67 gross acres of R1-4 (Single Family Detached) with Reduced Development Standards, 52.24 gross acres of R1-6 (Single Family Detached) with reduced Development Standards and a PAD Overlay for the entire 109.93 gross acres; and,

WHEREAS, except as modified by the PAD Overlay described below, the rezoning will permit the Property to be developed with the principal permitted uses, permitted accessory uses, use permit uses, special uses, and development regulations as established in the City of Goodyear Zoning Ordinance for the R1-4 (Single Family Detached) Zoning District and the R1-6 (Single Family Detached) Zoning District; and

WHEREAS, the R1-4 (Single Family Detached) Zoning District with Reduced R1-4 Development Standards, the R1-6 (Single Family Detached) Zoning District with Reduced R1-6 Development Standards and a PAD Overly require the development of the Property to incorporate additional design elements, including amenity elements, connectivity elements, and streetscape elements; and

WHEREAS, to satisfy the additional amenity elements, connectivity elements and streetscape elements required for the R1-4 (Single Family Detached) Zoning District with R1-4 Reduced Development Standards, the Property will be developed in accordance with Planned Area Development Overlay adopted herein and with the design elements and amenities set forth in the stipulations set forth below; and

WHEREAS, the Existing Amber Meadows Development Agreement identified various obligations related to the development of the property, including triggers for the construction of certain off-site and on-site street improvements, requirements for constructing regional water delivery and wastewater transmission lines, and requirements for payments owed under the West Goodyear Cost Recovery Resolutions towards the cost of the regional water delivery and wastewater transmission lines constructed by other; and it provided various benefits such as density bonuses and vesting of currently approved but unrecorded final plats; and

WHEREAS, if there are any contradictions between this Ordinance and the Existing Amber Meadows Development Agreement then this Ordinance will be the superseding ruling document; and

WHEREAS, the proposed rezoning does not impact or require any change to the West Goodyear master water or master wastewater studies; and

WHEREAS, cost recovery resolutions have been adopted and amended as needed to reflect the changes to the master water and wastewater studies and to provide for reimbursements from the properties benefitted by the regional water and wastewater lines that are constructed or that would be constructed by others; and

WHEREAS, Cost Recovery Resolution of Intention No. 06-1064 as amended by Resolution No 14-1621 and Resolution No. 16-1747 (the “Cost Recovery Resolution – Water Delivery Lines”) identifies regional water delivery lines that when completed will benefit the Property; and

WHEREAS Cost Recovery Resolution of Intention No. 06-1065 as amended by Resolution No. 14-1622 and Resolution No. 16-1748 (the “Cost Recovery Resolution – Wastewater Trunk Lines”) identifies regional wastewater trunk lines that when completed will benefit the Property; and

WHEREAS, Owner is required to construct 100% of each regional water delivery line identified in the Cost Recovery Resolution – Water Delivery Lines as benefitting the Property or to make a cost recovery payment for each regional water delivery line identified in the Cost Recovery Resolution – Water Delivery Lines as benefitting the Property that Owner does not fully construct except for those regional water and wastewater lines fully constructed pursuant to the West Goodyear Sewer and Water Infrastructure Agreement to which Owner is a Party to said Agreement; and

WHEREAS, Owner is required to construct 100% of each regional wastewater trunk line identified in the Cost Recovery Resolution – Wastewater Trunk Lines as benefitting the Property or to make a cost recovery payment for each regional wastewater trunk line identified in the Cost Recovery Resolution – Wastewater Trunk Lines as benefitting the Property that Owner does not fully construct except for those regional water and wastewater lines fully constructed pursuant to the West Goodyear Sewer and Water Infrastructure Agreement to which Owner is a Party to said Agreement; and

WHEREAS, the proposed zoning runs with the land and references to Owner in this Ordinance refers to the current owner of the Property and all future successors in interest and title to all or part of the Property; and

WHEREAS, the proposed zoning is in conformance with the General Plan and should not adversely impact the surrounding area; and

WHEREAS, city staff finds that subject to the conditions set forth below, the proposed rezoning will not adversely impact the surrounding area as the proposed land uses will allow for the orderly growth and development of the Property; and

WHEREAS, a Neighborhood Meeting was conducted for this proposal and notice of the application was provided to property owners within 500 feet of the property on December 3, 2022 and a sign advertising the Neighborhood Meeting was posted to the site on December 20, 2022; and,

WHEREAS, the Neighborhood Meeting took place in person on January 4, 2023; and,

WHEREAS, public notice that this rezoning was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on August 16, 2023, appeared in the Arizona Republic Southwest Valley edition on July 28, 2023 and postcards were mailed to adjoining owners on July 20, 2023 and the sign on the site was updated on July 27, 2023 to notify residents of the scheduled public hearing; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on August 16, 2023.

WHEREAS, at that meeting, the Planning and Zoning Commission voted (5-0) to recommend approval, subject to the conditions of approval set forth herein; and

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on August 28, 2023 appeared in the Arizona Republic Southwest Valley Edition on July 28, 2023; postcards were mailed to adjoining owners on July 20, 2023; and a sign on the site was updated on July 27, 2023 to notify residents of the scheduled public hearing; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona find the adoption of this Ordinance to be in the best interests of the public interest, health, comfort, convenience, safety, and general welfare of the citizens of the City.

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

SECTION 1. DESCRIPTION OF PROPERTY BEING REZONED

This Ordinance No. 2023-1571 applies to approximately 109.93 gross acres located at the northeast corner of Perryville Road and Lilac Street and is legally described in that certain document titled "Amber Meadows Full Property," which document was declared public record by Resolution No. 2023-2292, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property").

SECTION 2. ADOPTION OF FINDINGS

The clauses set forth above are hereby adopted and incorporated herein by this reference as if fully set forth herein.

SECTION 3. REZONING

The Property is conditionally rezoned to Planned Area Development District with approximately 57.67 gross acres of the Property as more particularly described in that certain document titled "Amber Meadows Zoning R1-4 Zoning Parcel" declared a Public record by Resolution No. 2023-2292, which is referred to and incorporated herein by this reference (the "R1-4 Property"), being conditionally rezoned to the R1-4 (Single-Family Residential) zoning district with R1-4 Reduced Development Standards and approximately 52.24 gross acres of the Property as more particularly described in that certain document titled "Amber Meadows R1-6 Zoning Parcel" declared a Public Record by Resolution No. 2023-2292, which is referred to and incorporated herein by this reference (the "R1-6 Property"), being conditionally rezoned from the Planned Area Development (PAD) zoning district to the R1-6 (Single-Family) zoning District with R1-6 Reduced Development Standards, with the following PAD Overlay applying to the Property:

1) The R1-4 Property shall be developed in accordance with the Permitted Uses and Development Standards applicable to R1-4 (Single-Family Residential) zoning district with R1-4 Reduced Development Standards except as otherwise modified by the Conditions and Stipulations set forth herein, including the following:
    - 100% of the lots within the R1-4 zoned area of the Property shall be at least 45-feet wide with a minimum depth of 115-feet with the exception of corner lots and knuckle lots which may have their maximum depth reduced to 110-feet; and
    - The minimum square footage of a lot shall be 5,175 with the exception of corner lots and knuckle lots which may be reduced to 5,170 square feet; and

2) R1-6 Property shall be developed in accordance with the Permitted Uses and Development Standard applicable to R1-6 (Single-Family Detached) Residential District with R1-6 Reduced Development Standards except as otherwise modified by the Conditions and Stipulations herein; and
3) If the Property is developed with a 7.5-acre school site, the total number of residential units within the Property shall not exceed 402. If the Property is developed with less than a 7.5-acre school site, the total number of residential units within the Property shall not exceed 437 residential units; and
4) Owner shall develop a minimum of a 5-acre centralized park and amenity area located at the heart of the Property with the amenities as described below and as generally depicted in that certain document titled Amber Meadows Main Park Amenity, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference (the "Centralized Park").
    a) The Centralized Park shall include the following resident and recreational amenities (collectively the amenities referred to below are referred to as the "Centralized Park Improvements").
        - A community pool;
        - A restroom facility; and
        - A minimum of two (2) Pickleball courts; and
        - A minimum one (1) large group ramada with barbeque grills and picnic seating; and
        - A minimum of one (1) small ramada with barbeque grills and picnic seating; and
        - A bicycle rack; and
        - A high and dry tot lot area; and
        - A contiguous turf area within or outside of a retention basin large enough to accommodate one (1) U-6 sized soccer field within a relatively flat surface.
        - All of the 8-foot sidewalks as depicted in that certain document titled Amber Meadows Main Park Amenity, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference.

    The entire portion of the Property where the Centralized Park Improvements are to be located shall be included in the first recorded final plat that subdivides all or part of the Property. The Centralized Park Improvements shall be substantially completed as determined by the City of Goodyear Building Official or his/her designee prior to the issuance of any temporary certificate of occupancy, certificate of occupancy or certificates of completion for any structure, except for model homes, located within the Property
7) Owner shall develop Pocket Parks within the Property with the amenities as described below and as generally depicted in that certain document titled Amber Meadows Community Pocket Parks, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference
    - The R1-6 Property shall include at least two Pocket Parks that meet the following requirements:
        (1) One of the Community Pocket Parks shall have a minimum size of a quarter-of-an acre (0.24 acres) that includes, at a minimum, the amenities set forth in the document labeled Community Pocket Park

1 included in that certain document titled Amber Meadows Community Pocket Parks, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference.

(2) One of the Community Parks shall have a minimum size of a one acre (1.0 acres) that includes, at a minimum, the amenities set forth in the document labeled Community Pocket Park 3 Pocket Park included in that certain document titled Amber Meadows Community Pocket Parks, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference, including a contiguous turf area within or outside of a retention basin large enough to accommodate one (1) U-6 sized soccer field within a relatively flat surface.

(3) Each pocket park within the R1-6 Property shall include a shaded seating area and an open turf area.

(4) Each pocket park within the R1-6 Property shall include bicycle racks to accommodate non-motorized transportation within the community.

- The R1-4 Property shall include at least two Pocket Parks that meets the following requirements:

(1) One of the Community Pocket Parks shall have a minimum size of a three-fourths an acre (0.75 acres) that includes, at a minimum, the amenities set forth in the document labeled Community Pocket Park 2 included in that certain document titled Amber Meadows Community Pocket Parks, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference, , including a contiguous turf area within or outside of a retention basin large enough to accommodate one (1) U-6 sized soccer field within a relatively flat surface .

(2) One of the Community Pocket Parks shall have a minimum size of a one-half acre (0.5 acres) that includes, at a minimum, the amenities set forth in the document labeled Community Pocket Park 4 included in that certain document titled Amber Meadows Community Pocket Parks, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference.

(3) Each pocket park within the R1-4 Property shall include a shaded seating area and an open turf area.

(4) Each pocket park within the R-14 Property shall include bicycle racks to accommodate non-motorized transportation within the community.

8) All residential units developed within the Property shall be located within one-quarter (¼) a mile from either the Centralized Park or a Pocket Park. Final plats subdividing all or part of the Property shall not be approved unless each of the residential lots located within the final plat is located within one-quarter (¼) a mile from either the Centralized Park or a Pocket Park that was included in another recorded final plat subdividing part of the Property or that is included in the final plat to be approved. No Certificates of Completion, Temporary Certificates of Occupancy, or Certificates of Occupancy shall be issued for any structure within a recorded final plat, except for model homes, until all parks

(Pocket Parks and Centralized Park) that have to be completed so all platted lots are located within one quarter (¼) a mile of a Pocket Park or the Centralized Park have been substantially completed as determined by the City of Goodyear Building Official or his/her designee.

9) All rear walls constructed along the rear of residential lots adjacent to the Centralized Park shall be view walls with a maximum of 4-feet masonry and a minimum of 2-feet of wrought iron, as described and depicted in item 7 of that document labeled Wall Program, which is included in that certain document titled Amber Meadows Wall Program, which document was declared a public record by Resolution 2023-2292 and which is referred to and incorporated herein by this reference. The views through the wrought iron on such fences shall remain unobstructed by any coverings; and
10) The following design elements shall be incorporated into the Property:
    a) Fencing and walls shall be located as depicted in the document labeled Wall Plan and shall be designed and installed in substantial conformance with the depictions in the document labeled Wall Program, both of which are included in that certain document titled Amber Meadows Wall Program, which document was declared a public record by Resolution 2023-2292, which is referred to and incorporated herein by this reference; and
    b) A Community Entry Monument shall be provided at the primary entrance to the Property off of Perryville Road as reflected in the document labeled Wall Plan, which is included in that certain document titled Amber Meadows Wall Program, which document was declared a public record by Resolution 2023-2292, which is referred to and incorporated herein by this reference. The Community Entry Monument shall include the improvements, and landscaping, including, but not limited to, the median and vehicular concrete pavers as depicted in the document labeled Amber Meadows Monument Signs, which document was declared a public record by Resolution 2023-2292, which is referred to and incorporated herein by this reference. The Entry Signage and Drive Side Monument reflected in the document labeled Amber Meadows Monument Signs shall be developed to reflect the elevations in the document labeled Community Entry Monument Elevations, which is included in the that certain document titled Amber Meadows Monument Signs, which document was declared a public record by Resolution 2023-2292, which is referred to and incorporated herein by this reference; and the Community Entry Monument shall read: Amber Meadows; and
    c) The secondary entrance to the Property off of Lilac Street shall incorporate enhanced design features including enhanced plantings, median islands, and pavers; and
    d) Corner Monuments shall be provided on the Property at the corner of Perryville Road and Lilac Street and at the corner of Perryville Road and the Roosevelt Irrigation District Canal as reflected in the document labeled Wall Plan, which is included in that certain document titled Amber Meadows Wall Program, which document was declared a public record by Resolution 2023-2292, which is referred to and incorporated herein by this reference. The Corner Monuments shall shall include the improvements and landscaping depicted in the document labeled Corner Monument, which is included in the that certain document titled Amber Meadows Monument Signs, which document was declared a public record by Resolution 2023-2292, which is referred to and incorporated herein by this reference. The Corner

Monuments shall be developed consistent with the depictions in the document labeled Corner Monument, which is included in the that certain document titled Amber Meadows Monument Signs, which document was declared a public record by Resolution 2023-2292, which is referred to and incorporated herein by this reference and the monuments shall read: Amber Meadows at West Goodyear; and

e) The design elements identified above may be modified subject to the determination of the City of Goodyear Zoning Administrator, at his/her sole discretion, that the alternatively proposed design elements collectively be of an equal or greater quality to those described above and provided the alternatively proposed design elements incorporate farm/agricultural and rustic elements such as the trellis structures and landscaping that creates a sense of agricultural planting through linear and structured placements; and

11) All enhanced pavement or trail crossings shall be constructed using pavers, colored concrete or stamped concrete constructed, and all medians and all areas with enhanced pavement located within public roadways shall be identified as an easement in the final plat that includes such roadways and the medians and areas with enhanced pavement located within public roadways shall be maintained by the HOA that is to be formed as described in Condition 4 in Section 4 (Conditions of Rezoning) below; and
12) Three (3) additional Streetscape Elements as set forth in section 3-4-3 of the Goodyear Zoning Ordinance shall be incorporated into the development of the Property. These elements shall be agreed upon prior to the approval of a preliminary plat subdividing all or part of the Property; and
13) There shall be no modifications to or replacement of any of the amenities, improvements, design elements, landscaping or improvements described above unless the Development Services Director or designee has determined that such modifications or replacements are consistent with the requirements set forth in this Ordinance or provide an equal or greater level of quality and functionality as the amenities, improvements, design elements, landscaping or improvements being modified or replace has approved such modifications.

SECTION 4. CONDITIONS OF REZONING

The rezoning of the Property is subject to the following conditions of approval ("Stipulations"):

1) The approvals of all preliminary plats and all unrecorded final plats that include any portion of the Property and that were approved prior to the effective date of this Ordinance are hereby revoked; and
2) A 7.5-acre parcel adjacent to the northwest corner of the 183rd Avenue and Lilac Street alignment, which parcel shall not include any part of the dedicated right-of-way or drainage conveyance channel, shall be dedicated for a future school site unless the Liberty Elementary School District advises the City of Goodyear Zoning Administrator in writing that it does not intend to develop the parcel as a school site. The parcel shall be 7.5 acres unless the Liberty Elementary School District advises the City of Goodyear Zoning Administrator in writing that it requires less than 7.5 acres for the development of a school site on the parcel and identifies the size of the parcel it requires, in which case the size of the parcel shall be the size set forth in the writing from Liberty Elementary School District; and

3) Prior to the recordation of the first final plat subdividing all or part of the Property, Owner shall form a homeowners' association ("HOA") for the Property, with said HOA owning and maintaining all open space areas; common areas, and all amenities and enhancements described above, except that the HOA shall not own, any of the enhancements or amenities located within right-of-way conveyed to the City of Goodyear in fee, but shall be responsible for maintaining such amenities and enhancements. With respect to the paths and trails the HOA is responsible for maintaining, the HOA shall ensure that they are cleared, visible, and safely accessible to all users. The HOA shall also be responsible for maintaining all landscaping within the street right-of-way within or abutting the Property except for landscaping within medians located within any arterial street. A note shall be placed on each final plat indicating HOA ownership and/or maintenance responsibilities of these private tracts and public rights-of-way landscaping; and
4) All Public Sales Reports for the Property, all final plats and minor land divisions subdividing all or part of the Property shall include the following disclosures:
    a) The Property is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; and
    b) The Property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; and
    c) The Property is subject to noise, cheering, paddles or bats making contact with balls, bouncing balls, splashes, fireworks and other loud noises commonly associated with recreation centers, parks, and the like; and

    All final plats and minor land divisions subdividing all or part of the Property and all site plans for development within the Property shall include notes setting forth the foregoing requirements; and
5) Any Owner who rents more than one residential unit within the Property shall include the foregoing disclosures all rental agreements; and
6) Signage shall be posted within all sales offices and, if any, all rental office offices that the Property is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at, or taking off from, Luke Air Force Base and/or the Phoenix-Goodyear Airport; and is subject to noise, cheering, pickleball paddles making contact with pickleballs, bouncing balls, splashes and other loud noises commonly associated with recreation centers, parks and the like; and
7) Prior to the issuance of the first Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property, all existing above ground utilities, except for electric lines that are 69kV or larger, located within and adjacent to the Property, including but not limited to, cable and electrical utilities, shall be placed underground at no cost to the City; and
8) If any of the infrastructure improvements Owner is required to design and construct pursuant to the terms of this Ordinance 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. The payment required herein does

not apply to the regional water and wastewater lines included within the Cost Recovery Resolution – Wastewater Trunk Lines and the Cost Recovery Resolution – Water Delivery Lines as the obligations to make payments for those lines is addressed in the cost recovery resolutions, zoning stipulations and/or development agreements. The payment requirement herein shall be paid prior to the recordation of the recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any building permit for any structure within the Property, whichever is earlier. Building permits and/or certificates of occupancy shall be withheld until all payments required pursuant to this stipulation have been paid; and

9) The Traffic Impact Analysis submitted with the application for rezoning is not approved. An updated Traffic Impact Analysis that complies with all of the requirements in the Engineering Design Standards and Policies Manual shall be submitted and approved by the City Engineer or his/her designee prior to the approval of the the first preliminary plat and/or site plan submitted for the development of the Property. The Traffic Impact Analysis shall identify all infrastructure required to accommodate the additional trips generated by the development of Property as rezoned, and the location of all access points from the public right-of-way to the Property, all of which shall comply with all applicable regulations including the requirements in the Engineering Design Standards and Policies Manual. Owner shall construct, at Owner's sole cost all infrastructure identified in the approved Traffic Impact Analysis as being needed to support the development of the property in addition to the infrastructure Owner is required to construct pursuant to the Engineering Design Standards and Policies, this ordinance and the Goodyear City Code. Owner shall dedicate at no cost to the City, the property required for the additional infrastructure identified in the approved Traffic Impact Analysis, which dedication shall be in fee, lien free, and unencumbered except as otherwise approved by the City Engineer. The Traffic Impact Analysis shall be approved by MCDOT, and the existing traffic counts shall be updated to the current year at the time of preliminary plat and/or site plan approval; and
10) Except as otherwise expressly modified in the stipulations herein, Owner/Developer shall construct full half-street improvements required for a Major Arterial as set forth in the Engineering Design Standards and Policies (the "Engineering Standards") in effect at the time of construction for the section of S. Perryville Road along or abutting the western boundary of the Property, which includes, but is not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Perryville Road Improvements"). The Perryville Road Improvements shall be completed and accepted by the City Engineer or designee, subject to the completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure within the Property, except for model homes; and
11) Owner shall make an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for a median that is required to be constructed pursuant to the within the section of S. Perryville Road along or adjacent to the frontage of the western boundary of the Property (the "S. Perryville Median"). The in-lieu payment for the S. Perryville Median shall be based on the actual cost of the full median and full median landscaping if completed or the estimated cost of the full median and full median landscaping

as determined by the City Engineer or designee. Owner shall remit the in-lieu payment required herein prior to the recordation of the final plat subdividing all or part of the Property; and

12) Owner/Developer shall construct full half-street improvements required for a Minor Collector as set forth in the Engineering Standards in effect at the time of construction for the north half of the section of W. Lilac Street (formerly W. Harrison Street) along or abutting the southern boundary of the Property (i.e. between Perryville Road and 183rd Avenue), including, but not limited to, pavement, curb and gutter, landscaping, sidewalks, street frontage landscape and landscape irrigation, and street lighting, and Owner/Developer shall construct additional improvements to the south half of the section of W. Lilac Street between Perryville Road and 183rd Avenue identified in a Traffic Impact Analysis approved by the City Engineer or his designee as being needed to accommodate the traffic that will be generated by the development of the Property (collectively the "Lilac Street Improvements"). The Lilac Street Improvements shall be completed and accepted by the City Engineer or his designee, subject to the completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure within the Property except for model homes; and

13) The Owner is responsible for a proportionate share of the costs of the following traffic signals constructed or to be constructed 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. The in-lieu payment shall be based on the actual cost of the traffic signal if it has been constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as determined by the City Engineer or designee. Owner's traffic signal obligations include, but may not be limited to:

    a) 25% of the full traffic signal (all four legs) at S. Perryville Road and W. Lilac Street (formerly W. Harrison Street)

14) In addition to being responsible for a proportionate share of the cost of full traffic signals (all four legs) identified above, Owner is also responsible for a proportionate share of the costs of additional traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signals located within or directly at any intersection adjacent to the Property, Owner shall, at no cost to the City, convey, in fee, lien free, and free of any easements or encumbrances unless specifically agreed to by the City, any additional right-of-way needed for the construction of the portion of the traffic signal that will be located on the Property. In addition, Owner shall make an in-lieu payment to the City towards the cost of the signal. The in-lieu payment will be a percentage of the cost of a full traffic signal for each corner of the intersection adjacent to the Property. For example, if a traffic signal is required at a three-way intersection and two corners of the intersection are adjacent to the Property, Owner would be responsible for 67% of the cost of a full traffic signal (2/3 X full cost). The in-lieu payment shall be calculated based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his designee traffic signal. The dedication(s)

and in-lieu payment(s) required herein shall be made at the earlier of the following: (i) before the issuance of any engineering permit for any of the work reflected in a site plan, Minor Land Division ("MLD"), or final plat that includes, is adjacent to, or requires connection to the intersection where the traffic signal is needed; or (ii) before the recordation of any final plat or MLD that includes, is adjacent, or requires connection to the intersection where the traffic signal is needed; and

15) Unless previously paid, prior to recordation of the first final plat subdividing all or part of the Property or the approval of the first site plan, whichever is earlier, Owner shall remit a cost recovery payment to the City in the amount of $702,119 pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines for regional wastewater lines B, E, I, J, and K pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines for regional wastewater lines B, E, I, J and K, which have been fully constructed. No building permits for any structures within the Property shall be issued until this payment has been received by the City; and
16) Unless previously paid, prior to recordation of the first final plat subdividing all or part of the Property or the approval of the first site plan, whichever is earlier, Owner shall remit a cost recovery payment to the City in the amount of $67,798 pursuant to the Cost Recovery Resolution – Water Delivery Lines for regional water line C, which has been completed. No building permits for any structures within the Property shall be issued until this payment has been received by the City; and
17) Unless regional water line F in the Cost Recovery Resolution – Water Delivery Lines has been fully completed and all required documentation has been submitted to the City that establishes the actual costs incurred in the construction all of regional water line F when the first final plat subdividing all or part of the Property is recorded or the first construction permit for work within the Property is issued, whichever is earlier, Owner shall remit a cost recovery payment for regional water line F in the amount of $125,121 prior to recordation of the first final plat subdividing all or part of the Property. If regional water line F has been fully completed and all required documentation has been submitted to the City that establishes the actual costs incurred in the construction all of regional water line F when the first final plat subdividing all or part of the Property is recorded or the first construction permit for work within the Property is issued, whichever is earlier, Owner shall remit a cost recovery payment for Owner's proportionate share of the actual cost of regional water line F subject to the maximum probable cost or regional water line F set forth in the Cost Recover Resolution – Water Delivery Lines, which amount shall be offset by all or a part of the contribution Owner made towards the construction of a portion of regional water line F pursuant to the Development Agreement for West Goodyear Sewer and Water Infrastructure recorded in the official recordes of Maricopa County at instrument 2017-0220433, which offset cannot be determined until the line has been completed and the final cost of the line has been determined. No building permits for any structures within the Property shall be issued until this payment has been received by the City; and
18) The following apply with respect to regional water line D identified in the Cost Recovery Resolution – Water Delivery Lines:

    a) Owner shall either fully construct Regional water line D or make a cost recovery payment pursuant to the Cost Recovery Resolution – Water Delivery Lines. Regional water line D shall be completed and accepted by

the City Engineer or his designee, subject to the completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure within the Property;

b) If regional line water line D has been completed or is under construction at the time the first final plat subdividing all or part of the Property is recorded, Owner remit a cost recovery payment to the City pursuant to the Cost Recovery Resolution – Water Delivery Lines for regional water line D. The amount of the cost recovery payment owed shall be based on the actual cost of regional water line D if it has been completed and the actual cost of regional water line D has been documented and approved by the City Engineer. If regional water line D has not been completed, or if the actual cost of regional water line D has not been documented and approved by the City Engineer, the amount of the cost recovery payment shall be $123,421.46, which is the amount reflected in the Cost Recovery Resolution – Water Delivery Lines as the maximum probable cost of the proportionate share of regional water line D attributable to the Property;

c) If regional water line D is not under construction when the first final plat subdividing all or part of the Property is recorded, Owner shall be responsible for constructing regional water line D and such final plat shall not be recorded until construction plans for regional water line D have been approved by the City Engineer or his designee;

d) If regional water line D is under construction by others when Owner seeks to pull a construction permit for work within the Property and Owner has not made a cost recovery payment, the permit shall not be issued until Owner remits a cost recovery payment to the City in the amount of $123,421.46 pursuant to the Cost Recovery Resolution – Water Delivery Lines for regional water line D;

e) If Owner constructs regional water line D and subject to Owner's compliance with all applicable requirements for reimbursements, including, but not limited to the requirements of the Cost Recovery Resolution – Water Delivery Lines, all applicable development agreements, and the requirements in Chapter 24 (Public Improvements Cost Recovery) of the Goodyear City Code; Owner shall be entitled to reimbursements as provided in the Cost Recovery Resolution – Water Delivery Lines and Chapter 24 (Public Improvements Cost Recovery) of the Goodyear City Code; and

19) The following apply with respect to regional wastewater line N identified in the Cost Recovery Resolution – Wastewater Trunk Lines:

a) Owner shall either fully construct regional wastewater line N or make a cost recovery payment pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines. Regional wastewater line N shall be completed and accepted by the City Engineer or his designee, subject to the completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure within the Property;

b) If regional wastewater line N has been completed or is under construction at the time the first final plat subdividing all or part of the Property is recorded, Owner remit a cost recovery payment to the City pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines for regional wastewater line N. The amount of the cost recovery payment owed shall be based on the actual cost of regional wastewater line N if it has been completed and the

actual cost of regional wastewater line N has been documented and approved by the City Engineer. If regional wastewater line N has not been completed, or if the actual cost of regional wastewater line N has not been documented and approved by the City Engineer, the amount of the cost recovery payment shall be $292,243.58, which is the amount reflected in the Cost Recovery Resolution – Wastewater Trunk Lines as the maximum probable cost of the proportionate share of regional wastewater line N attributable to the Property;

c) If regional wastewater line N is not under construction when the first final plat subdividing all or part of the Property is recorded, Owner shall be responsible for constructing regional wastewater line N and such final plat shall not be recorded until construction plans for regional wastewater line N have been approved by the City Engineer or his designee;

d) If regional wastewater line N is under construction by others when Owner seeks to pull a construction permit for work within the Property and Owner has not made a cost recovery payment, the permit shall not be issued until the permit shall not be issued until Owner remits a cost recovery payment to the City in the amount of $292,243.58 pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines for regional wastewater line N;

e) If Owner constructs regional wastewater line N and subject to Owner's compliance with all applicable requirements for reimbursements, including, but not limited to the the requirements of the Cost Recovery Resolution – Wastewater Trunk Lines, all applicable development agreements, and the requirements in Chapter 24 (Public Improvements Cost Recovery) of the Goodyear City Code; Owner shall be entitled to reimbursements as provided in the Cost Recovery Resolution – Wastewater Trunk Lines and Chapter 24 (Public Improvements Cost Recovery) of the Goodyear City Code; and

20) Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to approval of the first site plan for development within the Property, prior to the recordation of the first final plat subdividing all or part of the Property or prior to issuance of any construction permits for work within the Property, whichever is earlier; and

21) Owner/Developer is responsible for constructing all drainage facilities required to convey, retain, and/or otherwise dispose of on-site storm-water run-off and storm-water run-off from adjacent streets and all drainage facilities required to convey and dispose of off-site storm water run-off from north of the Property, including an Emergency Conveyance Channel through the Property. Owner/Developer shall complete the entire Emergency Conveyance Channel, prior to the issuance of any Certificate of Completion, Certificate of Occupancy or Temporary Certificate of Occupancy for any structure, within the Property. The drainage facilities, including the Emergency Conveyance Channel, shall be owned and maintained by the HOA; and

22) In addition to the constructing the specific infrastructure identified in the stipulations herein, Owner/Developer shall construct, at no cost to the City, all public infrastructure improvements within and outside the boundaries of the Property: (i) needed for the city to provide water and wastewater services to the Property and (ii) required to be constructed pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of

the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the Engineering Standards; and

23) Owner shall dedicate, at no cost to the city, all rights-of-way and/or easements within the boundaries of the Property that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the Property, including rights-of-way and/or easements needed for the construction of any regional water delivery lines identified in the Cost Recovery Resolution – Water Delivery Lines as benefitting the Property and/or for the construction identified in the Cost Recovery Resolution – Wastewater Trunk Lines as benefitting the Property; (ii) required to be dedicated under applicable laws, codes, ordinances, rules, regulations, standards, and guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the Stipulations herein, and/or (vi) required for public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this Ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, all dedications shall be made at the earlier of the following: (i) prior to or concurrent with recordation of a final plat that includes the area in which the portion of the Property to be dedicated is located or (ii) prior to the issuance of any construction permit, including grading permits, for work of any public infrastructure Owner/Developer is required to construct; or (iii) when requested by the City Engineer or his designee if needed for the construction of public infrastructure by the City or other; and

24) In addition to compliance with the Stipulations set forth herein, the development of the Property shall comply with all applicable federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property, including, but not limited to: the Goodyear Zoning Ordinance; the City of Goodyear subdivision regulations, Building Codes and Regulations; the City of Goodyear's Engineering Design Standards and Policies; and the Maricopa County Association of Governments standards for public works construction, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and

25) Notwithstanding anything to the contrary in this Ordinance, Owner shall convey the right-of-way and/or easements that are to be conveyed pursuant to the terms of this Ordinance prior to the deadlines for conveyance set forth herein upon the

written request by the City Engineer or his/her designee if such right-of-way and/or easement(s) are required for the construction of public infrastructure improvements by the city or others; and

26) Owner agrees that compliance with the following shall satisfy the obligations under applicable development regulations to provide financial assurances to ensure the construction of external and internal infrastructure:
    a) Internal Infrastructure shall be all infrastructure improvements required under applicable development regulations needed to serve the Property that will be owned by the City of Goodyear and that are located within the boundaries of the Property and are intended to primarily serve the Property. This includes by way of example, internal streets, collectors, intersections, sidewalks, street landscaping, water lines, and wastewater lines. For Internal Infrastructure, Owner's financial assurance obligation shall, be satisfied by Building Permit Hold as described herein. Except as otherwise provided herein, the City shall not issue any building permits for any structure within the portion of the Property that is subject to recorded final plat until all of the Internal Infrastructure that is to be constructed within the platted property has been completed and accepted by the City or the City has been provided subdivision bond that meets the requirements set forth in the City of Goodyear Engineering Design Standards and Policies as they may be amended from time to time. If the construction of the Internal Infrastructure is being phased pursuant to an approved phasing plan, permits for structures within the phased property shall be issued only after all of the Internal Infrastructure identified in the approved phasing plan as being needed to serve the phased property has been completed and accepted by the City or, the City has been provided a subdivision bond that meets the requirements set forth in the City of Goodyear Engineering Design Standards and Policies as they may be amended from time to time. The City shall issue building permits and certificates of occupancy for model homes within platted property and phased property prior to the completion of the Internal Infrastructure that is to be completed within the platted property upon the determination of the City Engineer or his designee that all of the External Infrastructure has been completed and all Internal Infrastructure needed to serve the model homes has been constructed and the model homes otherwise comply with all other applicable development regulations. Notwithstanding anything to the contrary in this Ordinance, no certificate of occupancy shall be issued for any structure within the Property unless the City Engineer or his designee determine that all of the External Infrastructure and Internal Infrastructure needed to serve the structure has been constructed and the structure otherwise complies with all other applicable development regulations.
    b) External Infrastructure includes all infrastructure improvements required under applicable development regulations and the Stipulations set forth herein that will be owned by the City of Goodyear and that located along the perimeter of the Property or outside the boundaries of the Property, which includes by way of example, water lines, wastewater lines, South Perryville Street, W. Lilac Street (formerly W. Harrison Street); and any intersection improvements for intersections located in whole or in part on an arterial street adjacent to the Property. For External Infrastructure Owner is required to construct in conjunction with the recordation of a final plat and/or approval of site plan within the Property, Owner shall provide financial assurances in the form of: (i) subdivision bond that meets the requirements set forth in the City

of Goodyear Engineering Design Standards and Policies as they may be amended from time to time; (ii) the establishment of an escrow account with funds in an amount sufficient to cover the estimated costs of the External Infrastructure: or (iii) an irrevocable letter of credit, in form acceptable to the City Attorney or his designee, in an amount sufficient to cover the estimated costs of the External Infrastructure. The City shall be entitled, without liability to the City, to withhold construction permits for any work within the Property other than at-risk grading until financial assurances for the External Infrastructure described herein has been provided to the City.

27) If there are any contradictions between this Ordinance and the Existing Amber Meadows Development Agreement then this Ordinance will be the superseding ruling document

SECTION 5. ABRIDGMENT OF OTHER LAWS

Except where expressly provided, nothing contained herein shall be construed to be an abridgement of any other ordinance, regulation, or requirement of the City of Goodyear.

SECTION 6. AMENDMENT TO ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 3 of this Ordinance by the adoption of that certain document titled, "Supplementary Zoning Map No. 22-16," declared a public record by Resolution 2022-2292, and which is referred to and made a part hereof as if fully set forth in this Ordinance, and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 7. CORRECTIONS

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

SECTION 8. SEVERABILITY

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

SECTION 9. EFFECTIVE DATE

Unless successfully referred to the people, this Ordinance shall become effective at the later of the following: (i) the date a fully executed document terminating the Existing Development Agreement for Amber Meadows as described above is recorded in the official records of Maricopa County and (ii) thirty days from the date this Ordinance is adopted.

SECTION 10. PENALTIES

Any person who violates and provision of this ordinance shall be subject to penalties set forth in Section 1-2-3 of the City of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:

Section 1-2-3 Violations and Penalties

A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, **building**, **structure**, sign, landscaped area, **parking lot** or fence, or to permit the use of any **lot** or land contrary to, or in violation of any provisions of this **Ordinance**, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this **Ordinance** or is unspecified and not classified by the **Zoning Administrator** is prohibited in any **district**.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (**Person**). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

D. Penalty. Any **Person** who violates any of the provisions of this **Ordinance** and any **amendments** thereto and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000) per offense; or

2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the City of Goodyear Municipal Court for violations hereunder

SECTION 11. RECORDATION

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

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Name of Map:Aerial Exhibit
Description: 22-200-00016



10/10/2022 1:50:13 PM

Amber Meadows

R1-4 Rezone and R1-6 Rezone: Project Narrative
Northeast Corner of Perryville Road and the Lilac Street Alignment







Prepared:
May 2023

Submitted to:
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Planning and Zoning
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Site Data

Project Location:	Northeast Corner of Perryville Road and the Lilac Street Alignment
Request:	Rezoning
General Plan Designation:	Neighborhood
Existing Zoning:	PAD
Proposed Zoning:	R1-4 Reduced and R1-6 Reduced
Existing Use:	Agricultural
Proposed Use:	Single-Family Residential
Gross Area:	109.93 ac.
Net Area:	106.68 ac.
Maximum Proposed Dwelling Units:	437 Dwelling Units
Maximum Proposed Gross Density:	3.98 du/ac
Approximate Open Space with Parcel 5 shown as School:	23.29 ac. (21.83%)
Approximate Open Space with Parcel 5 shown as Lots:	25.51 ac. (23.91%)

Table of Contents

1. Project Overview 5

1.1 Development Agreement 5

2. Existing Conditions 5

2.1 Current Zoning 5

2.2 Surrounding Properties 6

3. Project Proposal 6

3.1 Summary of Request 6

3.2 Circulation 7

3.3 Landscape 7

3.4 Open Space and Amenity Areas 7

3.5 Walls and Entry Monumentation 8

4. Justification for Request 9

4.1 Amenity Elements (2 Required) 9

4.2 Connectivity Elements (4 Required) 10

4.3 Streetscape Elements (4 Required) 11

5. General Plan Conformance 12

6. Infrastructure and Service Demands 17

6.1 Transportation Systems 17

6.2 Utilities/ Services 17

6.3 Project Infrastructure 17

6.4 Schools 22

6.5 Luke Air Force Base 22

7. Phasing 23

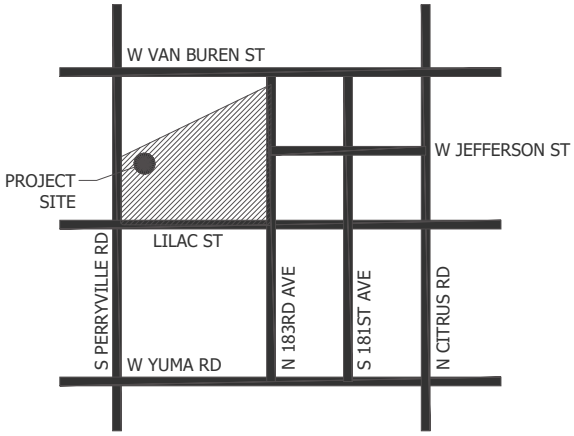
8. Conclusion 23

Exhibits

Exhibit A: Aerial Vicinity Map 24
Exhibit B: Context Plan and Site Photos 25
Exhibit C: Existing and Proposed Zoning Maps 28
Exhibit D: Proposed Zoning Enlargement 29
Exhibit E: Conceptual Master Site Plan 30
Exhibit F: Pedestrian Connectivity Plan 31
Exhibit G: Open Space Plan 32
Exhibit H: Conceptual Landscape Plan 33
Exhibit I: Wall Plan 34
Exhibit J: Wall Program 35
Exhibit K: Community Ramada and Mailbox Kiosk 36
Exhibit L: Community Entry Monument 37
Exhibit M: Community Entry Monument - Elevations 38
Exhibit N: Corner Monument 39
Exhibit O: Park Proximity Plan 40
Exhibit P: Main Park Amenity 41
Exhibit Q: Community Pocket Park 1 42
Exhibit R: Community Pocket Park 2 43
Exhibit S: Community Pocket Park 3 44
Exhibit T: Community Pocket Park 4 45

1. Project Overview

Amber Meadows is a current entitled and final platted residential development of approximately 109.93 gross (106.68 net) acres located at the southwest corner of 183rd Avenue and Van Buren Street, within the City of Goodyear (the "Site") (see **Exhibit A: Aerial Vicinity Map**).



The purpose of this rezoning request is to rezone from PAD to R1-4 Reduced and R1-6 Reduced to allow for development of a single-family residential community that reflects several updates to the Site since the previous approval in 2004. The Site property is designated as "Neighborhood" on the General Plan Land Use Map. This rezoning request is compatible with the "Neighborhood" designation and seeks to replace the PAD with zoning that will allow for additional housing choices within the City that reflect the current and future needs of homebuyers.

The proposed Site is a high-quality residential community incorporating the rural/agrarian heritage of the area with a contemporary community style. From the architectural style, materials, entry monument, and plant palette, The Site will be a community that offers the open space and overall feel of rural living in a highly desirable suburban community.

1.1 Development Agreement

The existing development agreement will be terminated. Provisions being carried forward will be administered through a new Ordinance and stipulations of approval.

2. Existing Conditions

2.1 Current Zoning

The Site consists of a single parcel zoned PAD that is designated as Neighborhood on the City's General Plan and is being used for agricultural purposes. The Site is surrounded by agricultural uses to the south, east, and west, and large lot single-family homes to the north and east, all zoned PAD and/or RU-43 (Maricopa County) (see **Exhibit B: Context Plan and Site Photos**). The properties to the north, south, and east are designated as Neighborhood on the City's General Plan. To the northwest across the canal is an area designated for Small Lot Residential in the City of Buckeye. The property to the west is also not within Goodyear's planning area but is designated as Small Lot Residential (2-5 du/ac) on Maricopa County's Comprehensive Plan. The General Plan Land Use classifications along with the existing zoning and uses for the adjacent parcels are listed in the "Existing Conditions Summary" table below. The 109.93-acre site was zoned in 2004 PAD, R1-6.

2.2 Surrounding Properties

Direction	General Plan Land Use Category	Existing Zoning	Existing Use
Site	Neighborhood	PAD	Agricultural land
North, across Roosevelt Canal	Neighborhood	RU-43 (Maricopa County)	Large lot single-family homes
South	Neighborhood	PAD	Agricultural land
East, across 183rd Avenue	Neighborhood	RU-43 (Maricopa County), PAD	Large lot single-family homes, Agricultural land
West, across Perryville Road	N/A (Not in Goodyear planning area), Small Lot Residential (2-5 du/ac) (Maricopa County)	RU-43 (Maricopa County)	Agricultural land

3. Project Proposal

3.1 Summary of Request

As described previously, this rezoning requests a change from currently approved PAD to R1-4 Reduced and R1-6 Reduced (see **Exhibit C: Existing and Proposed Zoning Maps** and **Exhibit D: Proposed Zoning Enlargement**). As shown in **Exhibit C**, to achieve the proposed single-family detached development this application is requesting:

- 55.68 gross acres of the Site to be rezoned from PAD to R1-4 Reduced (Parcels 2, 3, 5)
- 51.85 gross acres of the Site to be rezoned from PAD to R1-6 Reduced (Parcels 1, 4)

This plan proposes a total of four hundred thirty-seven (437) dwelling units reaching a gross density of 3.98 du/ac (net density of 4.10 du/ac). Two (2) different lot sizes are being proposed with two-hundred and thirty-eight (238) 45'x115' lots, and one hundred and ninety-nine (199) 50'x115' lots (see **Exhibit E: Conceptual Master Site Plan**). Lots adjacent to end tracts or end lot conditions may be impacted by the fillet cause by the Right-Of-Way thus creating a reduction in the square footage of a single lot by approximately two (2) square feet.

Design requirements for Residential Districts are required when reductions to R1-4 and R1-6 standards are proposed. The current site plan proposes reductions for the following:

- Reductions in lot width to allow a minimum forty (40) feet for R1-4 and minimum fifty (50) feet for R1-6 wide lots on the Site. The proposed site plan includes lots with a width no smaller than forty-five (45) feet wide.
- Reduction in the side yard setbacks to allow a minimum total of ten (10) feet on both sides.

Careful consideration has gone into planning The Site as a high-quality community that provide new and diverse housing opportunities within this area of the City. The Site features single-family detached homes with fifty (50) foot local streets, and a sixty (60) foot collector street as it's street network and includes two access points- one at Perryville Road and one at Lilac Street, which will connect to Perryville Road.

Several community amenities are provided throughout the development for residents to enjoy including open play turf areas, four (4) pocket parks, and a centralized five-acre main park. These amenities can be accessed by the five (5) foot and eight (8) foot detached sidewalks located throughout the community as the primary means of pedestrian connectivity. These detached sidewalks provide a feeling of comfort and entice residents to explore the walkable and bikeable network of connections (see **Exhibit F: Pedestrian Connectivity Plan**).

3.2 Circulation

The Site features single-family detached homes that employ local drives, fifty (50) foot local streets, and sixty (60) foot collector street for the street network. The Site's main vehicular access will be from Perryville Road and a secondary entry from Lilac Street.

Throughout the Site, five (5) foot and eight (8) foot detached sidewalks connect residents to open space and amenity areas. (See **Exhibit F: Pedestrian Connectivity Plan**)

3.3 Landscape

The landscape theme for the Site draws inspiration from the agricultural heritage of the City of Goodyear. The landscape consists of native and low water use plants arranged in layers. The plant palette consists of native, low water use grasses, groundcovers, and shrubs. These are arranged in layers and rows echoing the structured planting of agricultural fields. (See **Exhibit H: Conceptual Landscape Plan**)

3.4 Open Space and Amenity Areas

The Site is envisioned as a family-oriented community featuring a total of 23.29 acres of open space (21.83% of the total project net acreage) designed to create a sense of community. This open space will feature an abundance of recreational amenities for the residents including a five-acre main park amenity area along with four (4) community pocket parks making outdoor recreation accessible within approximately a quarter mile or less for all residents (see **Exhibit G: Open Space Plan** and **Exhibit O: Park Proximity Plan**).

The five-acre Main Park Amenity is centralized within the Site (see **Exhibit P: Main Park Amenity**). On the western side of the Main Park Amenity, a main walkway leads users by a pool, restroom building, and tot lot. After crossing the channel, users will approach a contiguous turf area within a retention basin accommodating a U-6 sized soccer field within the bottom of the retention basin. On the eastern side of the Main Park Amenity, there is a group ramada adjacent to a bean bag toss and horseshoe pit area. North of the group ramada is one basketball court while south of the group ramada are two pickleball courts.

The Site includes four (4) pocket parks spread throughout the community to provide recreational amenities to residents, see Exhibits Q-T Community Pocket Parks 1-4). Community Pocket Park 1 is approximately 0.25 acres. Community Pocket Park 2 is approximately 0.8 acres. Community Pocket Park 3 is approximately 1 acre. Community Pocket Park 4 is approximately 0.6 acres. Community Pocket Parks 1 and 4 include ramadas with picnic areas, white cross buck rail fence accents, tot lots, and open space free play turf areas within retention basins. Community Pocket Park 1 does not have a retention basin, so this is the only park within the Site that contains open space free play turf that is high and dry. Community Pocket Parks 2 and 3 each include a trellis covered bench and an open space free play turf areas within the retention basin accommodating a U-6 sized soccer field within the bottom of the retention basin.

3.5 Walls and Entry Monumentation

The overall architecture character of the Site will include a variety of home styles with a contemporary desert and an agrarian inspired landscape palette that will complement the surrounding environment as well as the agricultural heritage of the City (see **Exhibit H: Conceptual Landscape Plan**). Building on the agrarian character of the area, authentic and natural materials including structured and patterned landscape designs will be utilized.

Wall standards and wall design for The Site, including location, is carefully planned to provide the right balance of privacy, screening, and visual access. The wall program also incorporates pedestrian access points leading residents and neighbors to the community's abundant open space and recreational amenities (see **Exhibit I: Wall Plan** and **Exhibit J: Wall Program**).

Theme walls will be located around the perimeter of the Site – adjacent to Perryville Road, Lilac Street and the entire collector roadway including the marketing trail corridor located off Perryville Road. Builder walls will be located adjacent to the Roosevelt Irrigation District Canal and throughout the Site. Secondary Theme Walls will be located adjacent to landscape tracts. The primary theme column and the wall cap of the primary theme wall are integrated into the community entry monuments to further reflect the agrarian character throughout the Site.

The entry monuments are located at the community entry on Perryville Road and a corner monument at Perryville Road and Roosevelt Irrigation District Canal. The design concept was agrarian inspired and designed to be more modern in character, utilizing combinations of materials and finishes to emphasize uniqueness and dramatic contrast. The entry monumentation utilizes vertical columns and horizontal scale to create compression and focus on the arrival point, creating a sense of arrival as residents enter the development. The proposed entry monumentation will create a high-quality community feel, at an appropriate scale with compatibility to the adjacent area (see **Exhibit L: Community Entry Monument**, **Exhibit M: Community Entry Monument – Elevations** and **Exhibit N: Corner Monument**).

These combined elements evoke the City's character and lifestyle while providing a diverse housing opportunity in a suburban environment.

4. Justification for Request

The conceptual designs for this proposed rezoning request and reflected in the proposed Development Standards create a high-quality community that meets the current and future needs of homebuyers. The revised layout, landscaping, amenities, etc., for the Site improves upon the previously approved rezoning for the Site.

The proposed community includes the following elements per the City of Goodyear's Zoning Reduction Table:

4.1 Amenity Elements (2 Required)

Zoning Reduction Table		
Category	**R1-4 Reduced**	**R1-6 Reduced**
Amenity Elements	2	1
Connectivity Elements	4	2
Streetscape Elements	4	2

The Site provides the following two (2) amenity elements:

1. Adjacent to Community Amenity

The Site qualifies for the "Adjacent to Community Amenity" Amenity Element since a pool has been provided. Per the City of Goodyear Zoning Ordinance, "A clubhouse, pool or other significant community amenity within a master planned community can count toward this requirement without being directly adjacent if the neighborhood is served by the amenity". The pool will serve the Site. See **Exhibit P: Main Park Amenity**.

2. Additional Internal Park Amenities

Meaningful and impactful additional amenities are provided within the Main Park Amenity to further build on the recreation experience of the residents. The Main Park Amenity will include the following amenities:

- Restroom Facility
- Two (2) pickleball courts
- One (1) full-sized basketball court
- One (1) Group Ramada with grills and picnic seating
- One (1) Small Ramada with grill and picnic seating
- A Bicycle rack
- A high and dry tot lot area
- A contiguous turf area within retention basin large enough to accommodate one (1) U-6 sized soccer field at the bottom of the retention basin

In order to satisfy the ¼ mile walking distance requirement, four (4) pocket parks spread throughout the community to provide recreational amenities to residents, see Exhibits Q-T Community Pocket Parks 1-4). Community Pocket Parks 1 and 4 include ramadas with picnic areas, white cross buck rail fence accents, covered tot lots, bicycle

racks and contiguous open play turf areas. Community Pocket Parks 2 and 3 include trellis covered seating and active recreation turf areas large enough to include U-6 soccer fields. While most of the park's turf areas are within retention basins, contiguous turf areas allow for open space free play. The Pocket Parks will provide additional amenitized park space in closer proximity to residents who live farther away from the Central Park and the Central Park shall be connected to Perryville Road via 8-foot-wide detached concrete sidewalks. Pocket Parks 2 and 3 shall be directly connected to this path; where the path crosses a public roadway, paver crossings shall be provided.

See the following exhibits for more information, **Exhibit P: Main Park Amenity, Exhibit Q: Community Pocket Park 1, Exhibit R: Community Pocket Park 2, Exhibit S, Community Pocket Park 3**, and **Exhibit T: Community Pocket Park 4.**

4.2 Connectivity Elements (4 Required)

The Site provides the following four (4) connectivity elements:

1. Trail System Connections:

Publicly accessible trail connections are provided within the Site and connect to future trail systems. A five (5) foot soft trail is proposed on the east side of the Site within the twenty-five (25) foot Roosevelt Irrigation District (RID) Easement which also provides for a connection to the future Roosevelt Irrigation District Canal trail at the northeast corner of the Site. Additionally, a five (5) foot soft trail connection is proposed on the east side of the Site to provide access to La Privada's trail on the south side of the conveyance channel. Where trail connections cross a roadway or connects to the central amenity, paver crossings shall be provided, see **Exhibit F: Pedestrian Connectivity Plan**.

2. No Subdivision Perimeter Wall:

A white cross-buck split rail fence is provided along the Site's Perryville Road street frontage in addition to the Primary Theme Wall. This unique "double fence" is intended to break up the visual of the single wall as well as support the community character and provide aesthetic appeal. Additionally, in areas by the Site's entry monument and the Site's hard corners along Perryville Road, white cross-buck split rail fence is provided to further accentuate the character while reinforcing cohesiveness, see **Exhibit I: Wall Plan.**

3. Lot Diversity:

The Site 45' x 115' lots exceed the minimum lot width by five (5) feet. These account for a total of two hundred and thirty-eight (238) lots, nearly double the required minimum of 30% at 54.46% of the Site, see **Exhibit E: Conceptual Master Site Plan**. One (1) point will be earned for this connectivity element.

4. In-fill Development

The Site is located within a growth area as defined by the General Plan.

4.3 Streetscape Elements (4 Required)

The Site shall provide the following four (4) streetscape elements, one of which shall be the West Goodyear Design, Theme, and Entrance Elements:

1. Detached sidewalk:

In the currently proposed plans, detached sidewalks create an elevated experience of accessibility and safety that pedestrians can enjoy while walking among the agrarian inspired plantings. Along local streets in the development, 6' of landscape area buffer pedestrians from the street. These 6' wide landscape areas will contain a minimum of one (1) tree within the planter for each residential lot which faces a planting area. Planter strips will be planted, irrigated, and then maintained by the HOA with live plant materials and the requirement will be included in the final plat or CC&Rs. See **Exhibit F: Pedestrian Connectivity Plan**.

2. Additional Streetscape Element - Paving Material at Homes:

In the proposed development, decorative paving material is utilized for all horizontal paved services between the house and sidewalk.

3. Porches and Courtyards:

In the currently proposed Site plans, 100% of homes will have a front porch or courtyard with at least 50% of the homes having a covered front porch per the Design Requirements of Goodyear's Zoning Ordinance for reduced lot width request.

4. West Goodyear Design, Theme, and Entrance Elements

The Site shall incorporate the following elements into the primary entrances, corner monumentation, and open space:

- Enhanced collector designs at the primary entrance that include landscape medians, detached sidewalks, enhanced planting, and entry monumentation that echoes the agricultural heritage of Goodyear, see **Exhibit L: Community Entry Monument**.
- A white crossbuck split rail fence is included at the main entry, corner monuments, and other notable areas within the Site, see **Exhibit I: Wall Plan**.
- Rustic elements such as trellis structures are incorporated at the entry monument and seating nodes throughout the Site.
- The landscape planting echoes the feel of agricultural planting through linear and structured placement. One (1) point will be earned for this streetscape element.
- The corner monuments, identified on **Exhibit I: Wall Plan** and detailed on **Exhibit N: Corner Monument**, will read "Amber Meadows at West Goodyear".

5. General Plan Conformance

The following section details the Site's conformance and compliance to the to the goals and policies within the City of Goodyear's Zoning Ordinance and the City of Goodyear's 2025 General Plan. This project reflects the following conformance with the City's goals, objectives, and policies from the City's General Plan:

1) Community Vision: Create a highly desirable and sustainable place to live.

a) Vision Strategy 1. Create Attractive Places and Diverse Destinations

b) Vision Strategy 2. Develop a Physically and Socially Connected Community

c) Vision Strategy 3. Expand the Parks, Open Space, Trails, and Recreation System.

d) Vision Strategy 8. Provide Opportunities for Living a Healthy Lifestyle

2) Community Goals: Physical Growth and Development

a) Goal GD-1. A compatible mix of land uses and diverse destinations that foster a high quality of life with livable and safe neighborhoods with a strong economy that fosters a healthy and sustainable environment.

i) Objective CC-5-1. Establish a land use hierarchy and community form that maintains a broad variety of land uses and responds to the community's vision and needs.

(1) Policy "b": Provide for and encourage a wide variety of housing products to suit the needs of existing and future residents.

(2) Policy "c": Development within large master planned communities should: Include trails, open space, and internal and external connectivity.

b) Goal GD-3. A connected community with a well-functioning roadway network of complete streets that meets the needs of its residents, workforce, and visitors. (Transportation/Circulation)

i) Objective GD-3-1. Establish and maintain a well-functioning roadway network.

(1) Policy "a" Implement the goals, standards, plans, and policies identified in the adopted Transportation Master Plan.

(2) Policy "b": Utilize the adopted street cross- sections and standards as included in the Engineering Design Guidelines and Policy Manual.

c) Goal CC-1. Vibrant and complete neighborhoods recognized as being pedestrian and family friendly, each with their individual character yet connected and integrated into a cohesive Goodyear.

i) Objective CC-1-1. Create and foster complete neighborhoods.

(1) Policy "a": Promote the concept that all neighborhoods in Goodyear should be "complete neighborhoods" meaning they include: a range of housing options, the option to safely walk or bike to internal and external destinations parks and other recreational facilities, places and spaces that encourage social interaction, accessibility for people of all abilities,

(2) Policy "c": Designate open space or parks as the focal point of the neighborhood and ensure they are available within walking distance to all residents.

ii) Objective CC-1-2. Ensure neighborhoods are internally and externally connected.

(1) Policy "a": Roads should be designed and built-in conformance to a "complete streets" policy meaning they are designed with all users in mind and include space for automobiles, transit, bicycles, and pedestrians to move safely and comfortably through the community.

(2) Policy "b": Include shared-use sidewalks or trails within neighborhoods that maximize internal walkability and provide connections to trail systems, schools, shopping, existing developments, and parks.

(3) Policy "c": Provide bike paths and bike lanes where possible to increase connectivity.

(4) Policy "d": Promote walking and bicycling through neighborhood design (e.g., shaded sidewalks, traffic calming, safe pedestrian crossings)

d) Goal CC-2- A diverse stock of high-quality housing that meets the needs of all residents. (Housing)

i) Objective CC-2-1. Provide diverse and quality housing products.

(1) Policy "a": Encourage a mix of quality and compatible housing types consistent with market trends and demand that adequately meets the needs of current and prospective residents and workers.

e) Goal CC-3 A parks, trails, open spaces, and recreation facilities system that is regionally and locally linked and accessible, that serves existing and future residents and contributes to the community's social, economic, and environmental quality.

i) Objective CC-3-1. Develop parks and recreation facilities in support of programs and events desired by city residents, that support economic development and that promote neighborhood identity and quality of life.

(1) Policy "d": In the Neighborhoods land use category, parks and open spaces primarily should: Be a focal point of the neighborhood, contribute to a sense of place, be a place where children can safely play, provide opportunities for social interaction, locate parks to integrate neighborhoods, so that residents of different neighborhoods can meet and socialize, and all residences shall be located within a ¼ mile of a public or private neighborhood park.

f) Goal CC-6 A community committed to educational excellence.

i) Objective CC-6-1. Support K-12 learning institutions.

(1) Ensure area school districts are involved with master planning, population forecasting, and strategic planning to ensure that information is shared, resources are used wisely, and common goals are aligned.

g) Goal CC-7 A community with access to healthy eating and active lifestyle opportunities.

i) Objective CC-7-2. Promote a physically active community.

(1) Policy "a": Provide opportunities for walking and biking to destinations whenever possible.

h) Goal CC-9 An engaged and informed community.

i) Objective CC-9-1. Facilitate an informed and active community.

(1) Partner with neighborhood groups and H.O.A.s to strengthen lines of communication and disseminate information.

(2) Provide and/or designate a neighborhood gathering places such as a parks, schools, or community centers.

i) Standard 25. Low Density Residential. Single family, detached and attached, residential uses with densities up to 5 dwelling units per acre are appropriate throughout the Neighborhoods category.

Zoning Ordinance Section §1-3-1.D.3.:

Consistency with the goals, objectives, policies and future land use map of City's General Plan; consideration of current market factors, demographics, infrastructure, traffic, and environmental issues; and if conditions have changed significantly since the Plan was adopted;

Response:

The Site's planning documents are in conformance and meet the goals and objectives provided in the City of Goodyear's planning documents. The development reflects consideration of current market factors, demographics, infrastructure, traffic, and environmental issues.

Zoning Ordinance Section §1-3-1-D.3.

b. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district;

c. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of such things as land suitability, environmental impacts, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential impact on property values;

d. proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under proposed zoning district would be better suited to the subject property than the uses allowed under current zoning;

e. demand for the types of uses permitted in the proposed zoning district in relation to amount of land currently zoned and available to accommodate the demand;

f. demands for public services that will be generated by the uses permitted in the proposed zoning district and requirements for meeting such demands in terms of public infrastructure and facilities and other capital equipment, such as water supplies, water treatment, storage, and distribution facilities, wastewater treatment, recharge and distribution facilities, streets, bridges, schools and emergency services facilities and equipment;

Response:

The Property is mostly flat agricultural land and is appropriate for residential development. The Project's density and scale will be compatible with the surrounding single-family developments.

The Site will be compatible with the existing and planned residential uses in the surrounding area. The Project's design locates the 50'x115' product along the northern half of the site, near the Roosevelt Irrigation District Canal. The 45'x115' lots fall primarily along the southern half to of the Site. The sizing and arrangement of lots helps to transition the level of densities to be more gradual across the Site. It offers ample on-site amenities appropriate for all ages to provide passive and active outdoor recreation opportunities for homeowners.

Zoning Ordinance Section §1-3-1-D.3.

g. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided;

Response:

Due to significant existing and planned public services in the vicinity of the Site, adverse fiscal impacts are not anticipated.

Zoning Ordinance Section §1-3-1-D.3.

h. General public's concerns;

Response:

The Applicant will comply with the citizen review process set forth in Section 1-3-8 of the Zoning Ordinance to determine if any concerns are raised by the public.

Zoning Ordinance Section §1-3-1-D.3.

Whether the amendment promotes orderly growth and development; and

j. Any other factors related to the impact of the amendment on the general health, safety, and welfare of the citizens of the City and the general public.

Response:

The proposed rezoning to Reduced R1-4 and R1-6 Reduced to for the Site to develop with a variety of high-quality housing products is consistent with the General Plan's Neighborhoods land use designation and does not alter the planned orderly growth and development in this area. The Site is a planned community that will increase housing options while remaining consistent with the area's existing residential character.

General 2025, Chapter 8 Land Use and Transportation Plan, Neighborhood Development Standards, Standard 25.

"Low Density Residential. Single family, detached and attached, residential uses with densities up to 5 dwelling units per acre are appropriate throughout the Neighborhoods category."

Response:

The Property is currently within the Goodyear 2025 General Plan's "Neighborhoods" land use category, which *"[p]rovides areas for the growth and development of neighborhoods*" and "*include[s] a wide range of densities and housing product*." The Project is categorized as "Low Density Residential" with a density of less than five dwelling units per acre. The Site is designed to support the core planning principles of the City of Goodyear and provide high quality living for future residents.

General 2025, Chapter 6 Community and Cultural Development, Housing, Section 2 Housing, Goal CC-1:

Vibrant and complete neighborhoods recognized as being pedestrian and family- friendly, each with their individual character yet connected and integrated into a cohesive Goodyear.

Objective CC-1-3:

Foster the creation and maintenance of attractive, high-quality neighborhoods.

Policies:

Encourage the use of regionally appropriate, attractive, and diverse architecture and landscape treatments

Objective CC-1-5:

Promote neighborhood identity within a shared City culture and bring neighborhoods together.

Policies:

Use style, architectural design, form, and landscape treatments to create unique identities within neighborhoods.

Link neighborhoods together through publicly accessible and private, public use paths, greenways, trails, and open space.

Establish neighborhood gateways and connect residential neighborhoods through design elements such as street tree theming

Response:

The Site incorporates the area's rural and agricultural character through the landscaping theme. Evoking the feeling of structured and linear agricultural planting and applies this character throughout the Site using native and desert adapted vegetation. The agrarian touches of trellis structures at entry features and the utilization of white crossbuck split rail fence at all entry monument and major edges of the site is designed to create a sense of place within the community and greater Goodyear.

General 2025, Chapter 6 Community and Cultural Development, Housing, Section 2 Housing, Goal CC-2:

A diverse stock of high-quality housing that meets the needs of all residents.

Response:

The Site increases the diversity of housing options in the area with a balanced mix of two product types. Two-hundred and thirty-eight (238) 45'x115' lots, and one hundred and ninety-nine (199) 50'x115' lots are proposed. Each product will allow residents to choose from multiple floor plans, color palettes, and finishing materials to create a diverse yet cohesive community. The Site strives to feature a variety of plans and lot sizes that provides homeowners in a community with access to an evolving lifestyle that differentiates it from other communities.

Goodyear 2025, Chapter 8 Land Use and Transportation Plan, Universal Development Standards, Standard 5

Goodyear promotes a safe walkable and bikeable community. Each development should be located and designed to reduce vehicle trips and miles whenever possible. Pedestrian and bicycle connections shall be provided between and within developments to allow the community to walk or bike to nearby destinations.

Standard 6:

Required open spaces for adjoining developments should be combined where practical to create larger areas of open space beneficial to the developments and the community.

Standard 31:

Pedestrian and bicycle connections shall be provided to internally and externally link residential uses to nearby commercial uses, schools, parks, other neighborhoods, and other important destinations by walking or biking.

Standard 32:

New subdivisions should be designed to provide convenient pedestrian access to adjoining streets, open spaces, and commercial areas. Subdivision design is encouraged that minimizes or avoids the use of typical subdivision perimeter walls. If subdivision walls are proposed, they should include pedestrian access points for pedestrian movement. The pedestrian access points should be strategically located to maximize usage by residents.

Response:

Residents will have ample opportunity for active and passive recreation with the Main Park Amenity and four (4) Community Pocket Parks that are within one quarter mile of homes. The design highlights careful consideration of open space and trail connectivity, while promoting a clear focus on separating pedestrian and vehicular circulation via detached sidewalks, trails, and traffic calming measures.

6. Infrastructure and Service Demands

6.1 Transportation Systems

This project is near several major roadways and local freeways are readily accessible to the Site. The Site is located approximately 1.48 miles west of the Arizona Loop 303 and is located approximately 1.32 miles southwest from the Interstate 10. An EPS Traffic Report was submitted to the City with a previous plat for the Site and an updated traffic report will be submitted with the new Preliminary Plat. Perryville road is considered a Major Arterial and will have a total right of way of 90' (COG DTLG-3134). Lilac Street is considered a Minor Collector Street and has a total right of way of 60' (COG DTL G-3134). Local streets have a right of way of 50' per COG DTL G-3126.

6.2 Utilities/ Services

The City of Goodyear will provide refuse and emergency services (fire, police, and ambulance) for the community.

Service Providers

City of Goodyear - Water

City of Goodyear – Sewer

Southwest Gas - Gas

City of Goodyear - Fire Department

City of Goodyear - Police Department

Roosevelt Irrigation District - Irrigation

Arizona Public Service – Electrical

COX/Centurylink - Telecommunications

6.3 Project Infrastructure

As a matter of Understanding and Stipulations for Infrastructure installation of area offsite water and wastewater for the Site and its relationship to the City of Goodyear Water and Wastewater Cost Recovery Ordinances (CRO) and the West Goodyear Central Planning Area Master Water and Wastewater Studies, the following is determined and stipulated in CRO and West Goodyear Water and Wastewater Planning Area Master Water and Wastewater Study documents. Please refer to these documents for more detail as the Site lies within the regional area detailed in the study as the following is a summary.

The City of Goodyear is collecting all CRO Project Cost amounts from properties in this area for both the water and wastewater infrastructure as the Final Plats are recorded for all properties involved in the City CRO. The amounts to be collected by the City of Goodyear will either be those amounts as stated in the CRO as Project Cost, or as claimed by a constructing Property Owner based on a City approved Reimbursement Agreement and a Properties Percentage of Cost. The City of Goodyear will pay these collected CRO Project Costs to the Property Owner constructing a CRO improvement.

Re-stated for this statement are the involved properties in the City of Goodyear CRO for the water and wastewater infrastructure serving the area, which includes the Site (refer to the CRO documents for property locations/legal descriptions).

6.3.1 Wastewater

The wastewater infrastructure component from the City CRO affecting the Site is identified as "Line N" (per the CRO). The participating properties are:

Property CRO ID	Property CRO Name	Sewer Component Share	Percentage of Cost Construction Responsibility	CRO Cost of Construction Responsibility
[2]	Amber Meadows	Line 'N'	31.21%	$292,243.58
[3]	La Privada	Line 'N'	56.75%	$531,455.70
[4]	Paseo Ridge Phase II	Line 'N'	12.05%	$112,827.70

Amber Meadows Sewer Scenario 1: Under the first, and current Wastewater Scenario, Property [3] La Privada will construct Line 'N' and Amber Meadows agrees to pay at recordation of its first parcel plat its CRO 31.21% Percentage share of the actual development cost of this wastewater line, as provided for under a City approved Reimbursement Agreement, or **$292,243.58** to the City. This current Wastewater Scenario provides adequate service to Amber Meadows from La Privada up 183rd Avenue with a non-CRO wastewater line through La Privada which outfalls to Line 'N'.

Amber Meadows Sewer Scenario 2: Under an alternate scenario where Amber Meadows develops before La Privada (or other development source that would install Line 'N'), Amber Meadows would construct Line 'N' and be reimbursed via the City its ordinance share of costs from Properties [3] La Privada, $531,455.70 or 56.75% of actual cost and [4] Paseo Ridge Phase II, $112,827.70 or 12.05% of actual cost.

Under this alternate scenario, Amber Meadows would also be required to construct an adequate wastewater service line in 183rd Avenue from Yuma Road to Lilac Street. Available right-of-way exists half-way from Yuma Road, north, toward Lilac Street. Under this scenario, the City of Goodyear will coordinate an approach with property ownerships between Lilac Street and Yuma Road in order to provide right-of-way or easement for the completion of this wastewater line in 183rd Avenue.

The project will connect to a proposed 12-inch sewer line in Harrison Street, which will connect to an existing manhole at the intersection of Harrison Street and 184th Avenue. The utility provider for the project is the City of Goodyear. Flows from the project will ultimately travel South then East to the Goodyear 157th Avenue Water Reclamation Facility (WRF). The 157th Avenue WRF is located on 157th Avenue between Broadway Road and Southern Avenue. The 8-inch gravity lines will service the project and carry flows south to feed into a proposed 12-inch sewer line in Harrison Street and an existing manhole at the intersection of Harrison Street and 184th Avenue. Unit flows and peaking factors were determined by referencing the 2017 Engineering Design Standards and Policies Manual. Table 6.3-2 was used to estimate the daily wastewater use. The total calculated peak day demand for the Project is 0.402 MGD. Pipe sizes assumed a peak flow rate of 1,000 GPD/du to size pipes and will maintain a minimum diameter of 8 inches.

Table 2: Current Amber Meadows Onsite Wastewater Demands			
	Project Site	**School Site**	
Land Use	Single Family	School	
No. Units	402	-	
Acreage gross/net	109.93	7.5	
Development Density	3.66	-	
Unit Flow (gpud)	144	-	
Unit Flow (gpad)	-	1,019	**Total**
Average Flow (gpd)	57,888	7,643	**65,531**
Peak Flow (gpd)	167,296	22,087	**189,383**

Table 3 below shows the maximum capacity of the existing 15-inch CRO Line N in Yuma Road as well as Lines B, E, I, J, K, and the proposed flow from the Project. Per the Master Wastewater Study, the Project is entitled to 31.21% of the capacity of Line N in Yuma Road and corresponding percentages for each Line listed thereafter. Per the calculations that follow, the capacity of the lines are well over the proposed peak wastewater demand created by the Project and therefore does not exceed the excess percentage this development is entitled to per 2014 CRO Wastewater System Improvements Appendix C, Exhibit D or the overall capacity of Lines, N, B, E, I, J, and K. See Figure 4 in Appendix C of the preliminary sewer report or refer to the Master Wastewater Study for a layout of the regional sewer trunk lines.

Table 3: SS Capacity						
	Line N	**Line B**	**Line E**	**Line I**	**Line J**	**Line K**
S (ft/ft)	0.0016	0.0006	0.0015	0.006	0.0031	0.0018
n	0.013	0.013	0.013	0.013	0.013	0.013
D (in)	15	54	36	24	24	24
r (ft)	0.625	2.25	1.5	1.0	1.0	1.0
y/D	0.65	0.65	0.65	0.65	0.65	0.65
y (ft)	0.8125	2.925	1.95	1.3	1.3	1.3
h (ft)	0.4375	1.575	1.05	0.7	0.7	0.7
Θ (radians)	2.532	2.532	2.532	2.532	2.532	2.532
P (ft)	2.344	8.440	5.626	3.751	3.751	3.751
A (ft2)	0.8438	10.9354	4.8602	2.1601	2.1601	2.1601
R_H (ft)	0.3599	1.2957	0.8638	0.5759	0.5759	0.5759
V (ft/s)	2.3135	3.3278	4.0154	6.1287	4.4053	3.3568
Capacity, Q (cfs)	1.9521	36.3907	19.5157	13.2385	9.5157	7.2510
Capacity, Q (gpd)	1,261,674	23,519,935	12,613,321	8,556,236	6,150,182	4,686,443
% Responsibility	31.21%	3.46%	5.32%	9.86%	9.86%	11.49%
Capacity (gpd)	393,768	813,790	671,029	843,645	606,408	538,472
Proposed Peak Daily Flow (gpd)	189,383	189,383	189,383	189,383	189,383	189,383

6.3.2 Water

The water infrastructure component from the City CRO affecting Amber Meadows is identified as "The Van Buren 12" Water Line" which are the lines identified together in the City CRO as 'Line C' and Line 'D' (Per the CRO). The participating properties are:

Property CRO ID	Property CRO Name	Sewer Component Share	Percentage of Cost Construction Responsibility	CRO Cost of Construction Responsibility
[2]	Amber Meadows	Line 'C'	15.10%	$67,798.40
[3]	La Privada	Line 'C'	27.45%	$123,293.88
[4]	Paseo Ridge Phase II	Line 'C'	5.83%	$26,175.21
[5]	Silva-Rose Gardens	Line 'C'	18.68%	$83,882.95
[8]	Paseo Ridge Phase I	Line 'C'	11.09%	$49,791.51
[9]	Las Ventanas	Line 'C'	21.85%	$98,139.71
			Total Line 'C' CRO Projected Cost	$449,081.65

Property CRO ID	Property CRO Name	Sewer Component Share	Percentage of Cost Construction Responsibility	CRO Cost of Construction Responsibility
[2]	Amber Meadows	Line 'D'	18.56%	$123,421.46
[3]	La Privada	Line 'D'	33.76%	$224,446.47
[4]	Paseo Ridge Phase II	Line 'D'	7.17%	$47,649.84
[5]	Silva-Rose Gardens	Line 'D'	0%	$0
[8]	Paseo Ridge Phase I	Line 'D'	13.63%	$90,641.40
[9]	Las Ventanas	Line 'D'	26.87%	$178,655.35
			Total Line 'C' CRO Projected Cost	$664,814.53

Amber Meadows Water Scenario: Project Development of Properties [3], [4], [8], and [9] through engineering design and the City has approved their justification that they may develop their properties without the need for constructing the "Van Buren 12" Waterline", which collectively are Line 'C' + Line 'D' per the CRO.

At the time of recording the first final plat of each of these listed properties not required by the City to install Line 'C' and Line 'D', the City of Goodyear will collect the total CRO Cost of Construction Responsibility from these properties as agreed to under the CRO.

Property [5], Silva-Rose Gardens is constructing Line 'C', upon which Amber Meadows agrees to pay to the City with recordation of its first parcel plat its CRO Cost of Construction Responsibility ordinance contribution of **$67,798.40**, or **15.10%** of **actual cost**.

As the only other development whose infrastructure requires the "Van Buren 12" Waterline", Amber Meadows (Property [2]) will then construct Line 'D' to complete the infrastructure waterline connection. Amber Meadows will then receive from the City, when the City has received these payments, reimbursements of the CRO Cost of Construction Responsibility from properties [3], [4], [8], and [9] the total of: **$541,393.06**.

The project will have three connections to an existing 12" waterline in Harrison Street and one connection to an existing 16" waterline in W Van Buren Street. The connections are located at the apparent intersection of 186th Drive and Lilac Street through Tract K, the apparent intersection of 185th Drive and Lilac Street through Tract K, the intersection of 184th Avenue and Lilac Street, and approximately 1000 feet east of the intersection of Van Buren and Citrus Roads. The water provider for the project is the City of Goodyear.

- City of Goodyear design standards have been met.
- All internal waterlines are 8" or 12" diameter.
- The system will have three connections to an existing 12" waterline in Lilac Street, and one connection to an existing 16" waterline in Van Buren Road.
- System will serve 437 lots.
- Pressure is acceptable for fire flows and other scenarios described in this report.
- Table 1 and 2 summarize the flows described in the West Goodyear Master Study Update, the flows currently determined for the Project, and calculates the difference.

6.3.3 Irrigation

This project will coordinate with La Privada and Roosevelt Irrigation to continue existing irrigation service along the eastern boundary of the project from the north to the intersection of Lilac Street and 83rd Avenue. In addition this project will coordinate with Roosevelt Irrigation District to continue to provide irrigation service along Perryville Road adjacent to the property from north to south.

6.3.4 Grading and Drainage

The Project will be designed and graded to accommodate the 100-year 6-hour storm event. Runoff generated by greater storm events will not adversely affect existing or proposed building finished floors.

All retention basins adjacent to public rights-of-way or adjacent to pedestrian access will have a maximum 6:1 side slope. All other retention basins will have a maximum of 4:1 side slopes. Retention basins will be adequately designed to retain the design storm event per the City of Goodyear requirements.

The local streets within the Project will be designed to convey the 5-year storm event between the curbs per the City of Goodyear requirements. The streets will be designed to convey drainage towards the retention basins. Catch basins and valley gutters will convey the flow to the retention basins at the street outlets. Basins have been designed to allow dewatering by drywells within 36 hours per City of Goodyear requirements. The ultimate outfall for the Project will be located at the southeast corner of the site at the half street of Lilac Street at an elevation of 996.75 feet. Building finished floors will be designed to be a minimum of 18" above the ultimate outfall, or lowest adjacent street gutter elevation, whichever is higher. The Finished Floors will also be a minimum of 12" above the nearest basin high water elevation as well as the nearest sub-basin outfall.

- This site will have sufficient retention capacity to retain, at a minimum, the 100-year, 6-hour design event per the City of Goodyear design standards.
- The ultimate outfall for the project will be located at the southeast corner of the site at an elevation of 996.75 feet.
- Onsite basins will retain the 100-yr 6-hr storm runoff from the adjacent half streets of Lilac Street and Perryville Road

Offsite flows that overtop the RID Canal north of the project will be collected in a collection basin at the north side of the project. These flows will be concentrated and conveyed in a drainage channel that will connect to the proposed drainage channel south through the La Privada Project.

6.4 Schools

The property is located within the Liberty Elementary School District and the Buckeye Union High School District. Originally in the approved plan there was a school location within the Site. A 7.5-acre parcel adjacent to the northwest corner of the 183rd Avenue and Lilac Street alignment, which parcel shall not include any part of the Emergency Conveyance Channel or the pedestrian trail that is to be developed along the banks of the Emergency Conveyance Channel, shall be dedicated for a future school site unless the Liberty Elementary School District advises the City of Goodyear Zoning Administrator in writing that it does not intend to develop the parcel as a school site. The parcel shall be 7.5 acres unless the Liberty Elementary School District advises the City of Goodyear Zoning Administrator in writing that it requires less than 7.5 acres for the development of a school site on the parcel and identifies the size of the parcel it requires, in which case the size of the parcel shall be the size set forth in the writing from Liberty Elementary School District.

6.5 Luke Air Force Base

The Site is not within the 65 DNL noise contours or Accident Potential Zones of Luke Air Force Base. It is within an access route; therefore, information will be forwarded to Luke Air Force Base regarding the rezone and pre-plat applications and stipulations addressing noise shall be approved with the zoning.

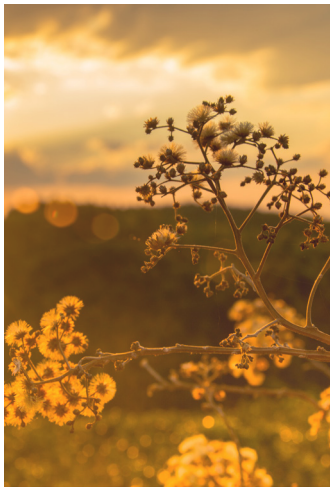
7. Phasing

At this time, it is planned that the Site will be developed in a single phase. The property will remain phased in the same general manner as previous applications, but a new Preliminary Plat will include a Phasing Plan specific to this Land Plan.

8. Conclusion

The rezoning of The Site from PAD to R1-4 Reduced and R1-6 Reduced will allow for construction of an updated and improved single-family detached community that reflects the current and future needs of homebuyers. This design provides much needed updates and improvements to the previous 15-year-old approved proposal. The proposed design of the Site is consistent with the General Plan. The Site includes more community enhancing features and a myriad of active/passive options for residents to enjoy.

The Site will be a high-quality community that provides access to amenities and services with a contemporary design that creates a rural/agrarian feel that reflects the City's agrarian past.





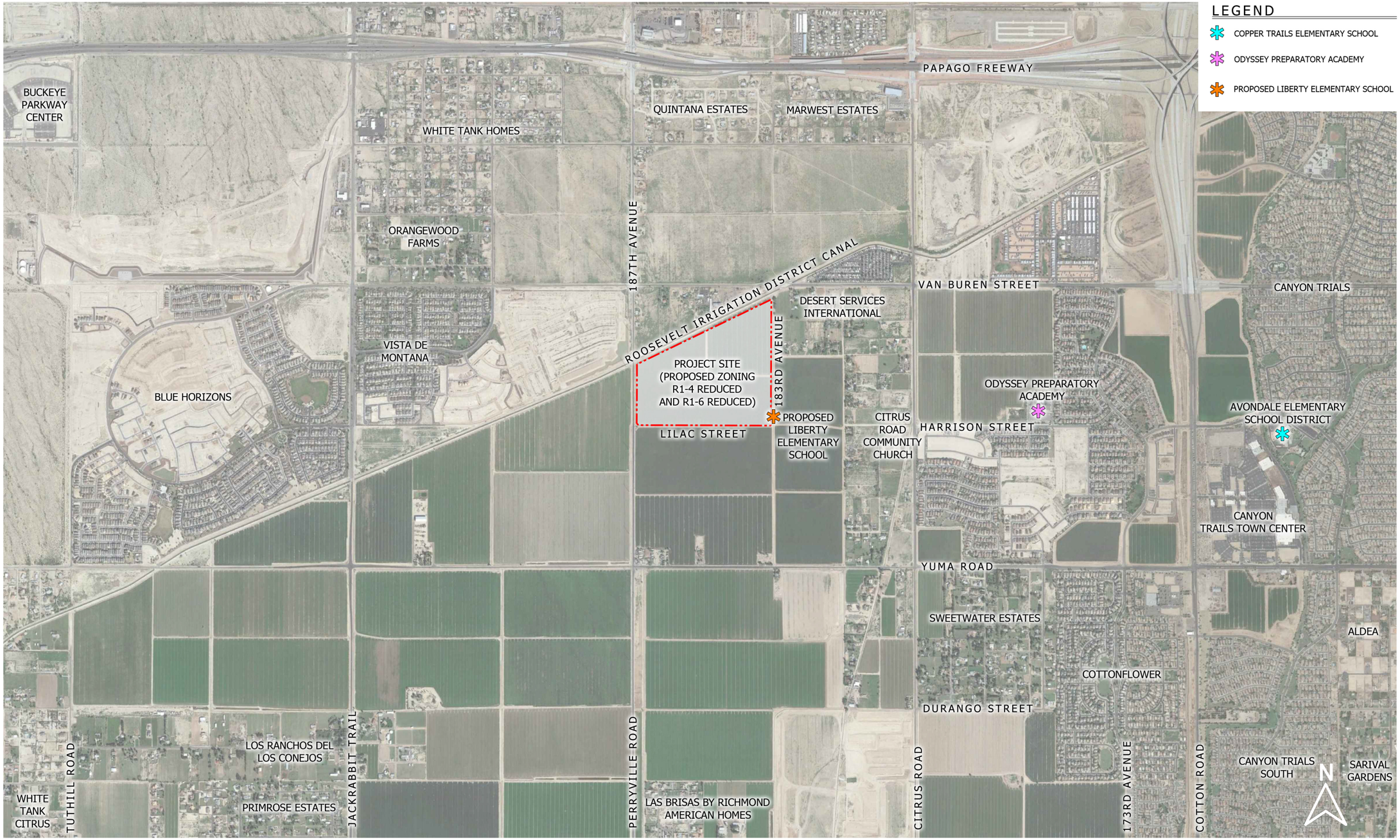


Exhibit A: Aerial Vicinity Map



CONSULTANT TEAM

PLANNER / LANDSCAPE ARCHITECT:

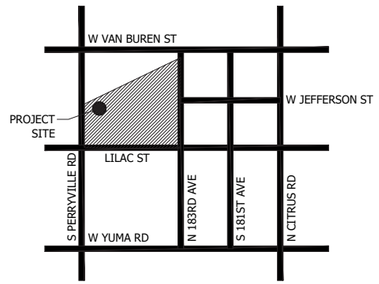
ABLA
310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
P. 480.530.0077
CONTACT: ANDY BARON

SITE DATA:

ADDRESS:	SOUTH OF PERRYVILLE ROAD AND WEST OF HARRISON STREET
APPLICANT:	ABLA
CONTACT:	ANDY BARON
EXISTING ZONING:	PAD
PROPOSED ZONING:	R1-4 REDUCED & R1-6 REDUCED
GROSS ACREAGE:	109.96 AC.

LEGEND

SEE PRE-APP CONTEXT PHOTOS EXHIBIT SHEETS 1-8



VICINITY MAP

Exhibit B: Context Plan and Site Photos



North



East



South



West



Northwest



Northeast



Southeast



Southwest



North



East



South



West



North



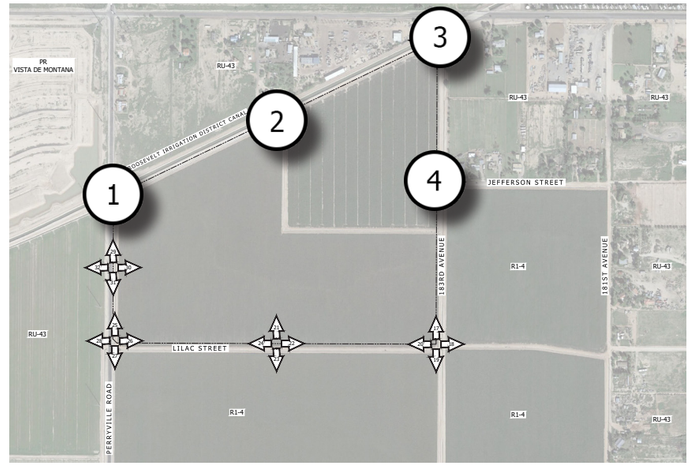
South



East



West



Key Map

Exhibit B: Site Photos Locations 1-4



North



East



South



West



North



East



South



West



North



East



South



West



North



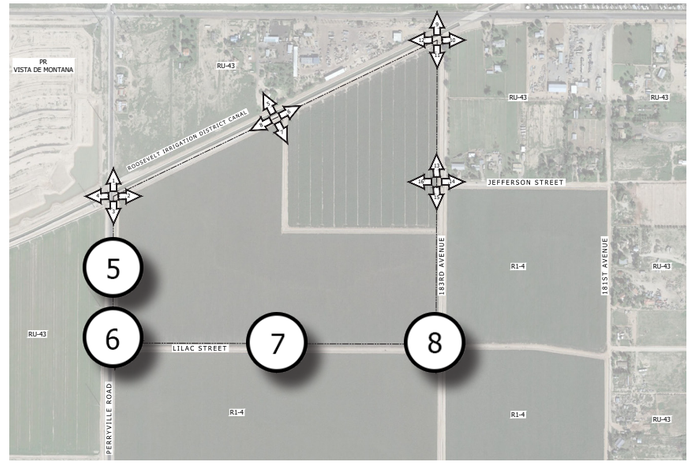
East



South

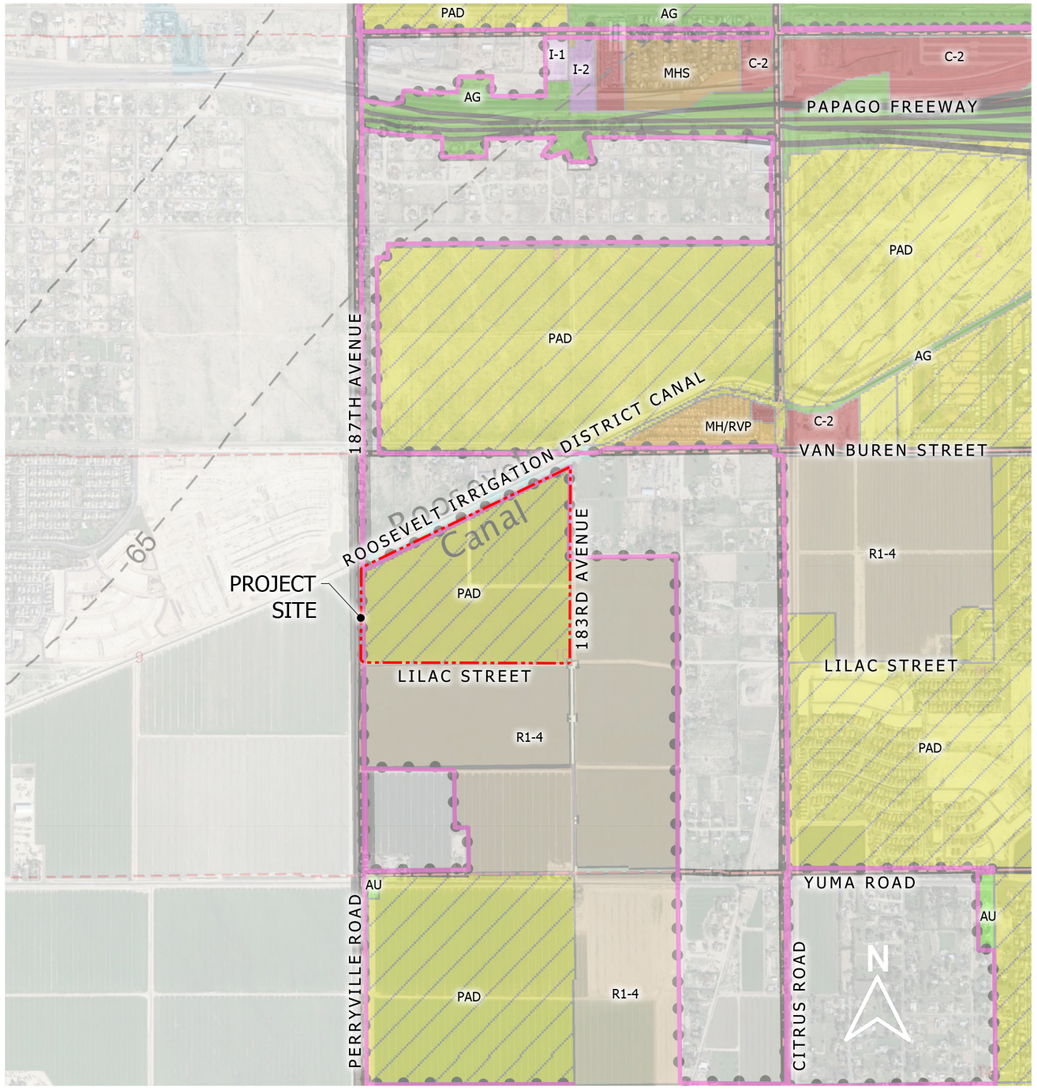


West



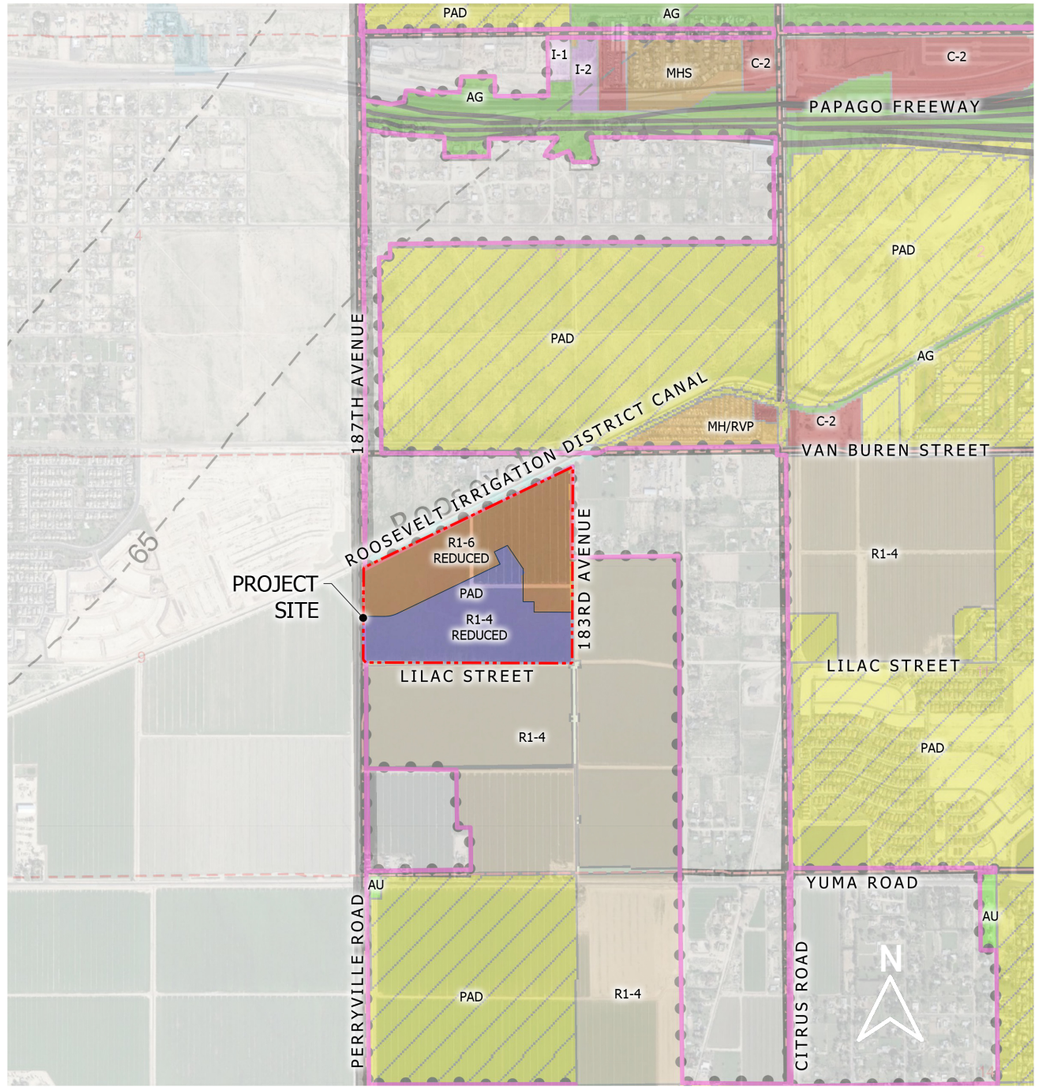
Key Map

Exhibit B: Site Photos Locations 5-8



EXISTING ZONING

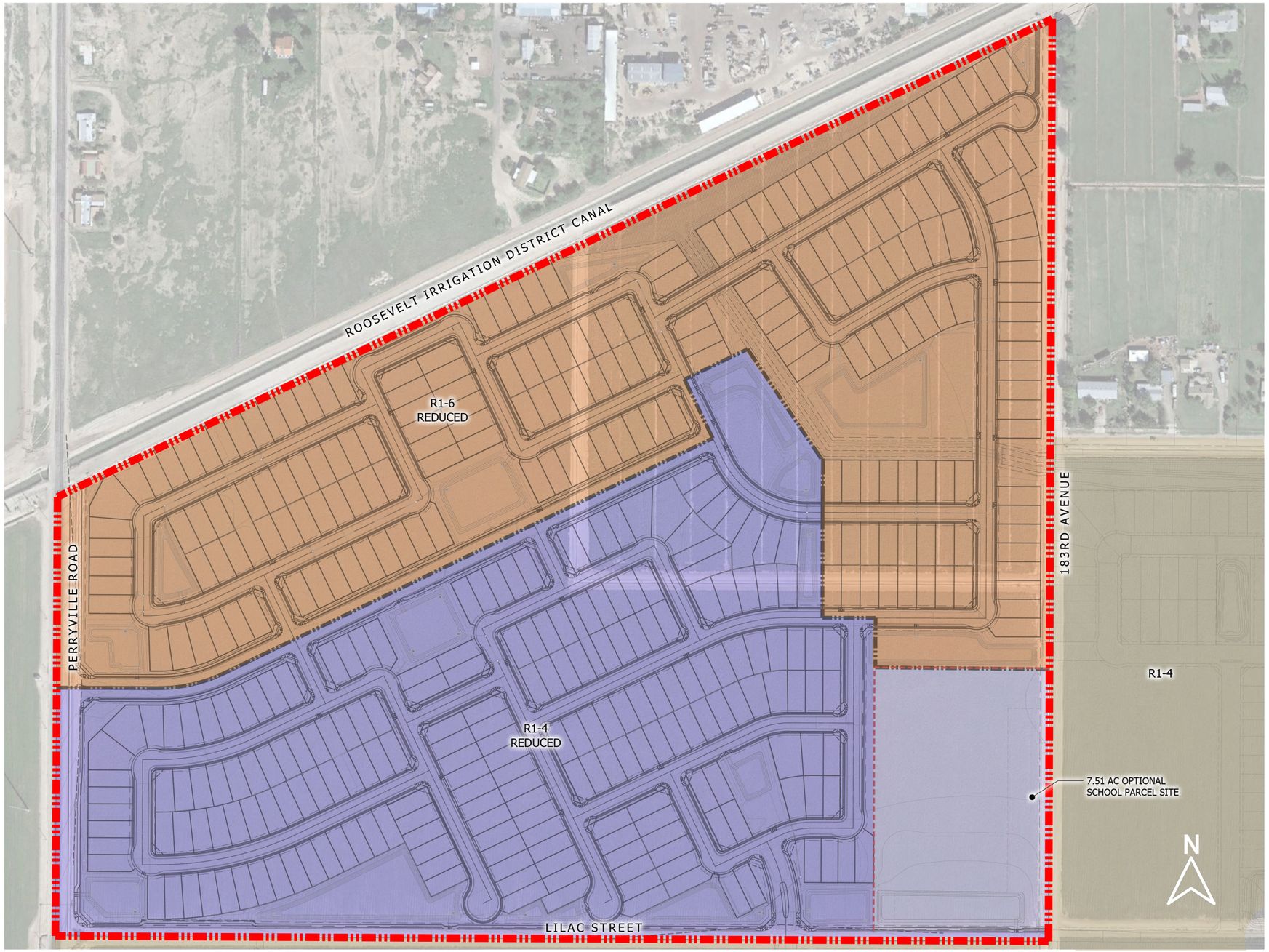
AG	AGRICULTURAL DISTRICT	MHS	MOBILE HOME SUBDIVISION
AU	AGRICULTURAL/URBAN	PAD	PLANNED AREA DEVELOPMENT
C-2	GENERAL COMMERCIAL	R1-4	SINGLE FAMILY RESIDENTIAL ZONING DISTRICT
I-2	GENERAL INDUSTRIAL PARK		
I-1	LIGHT INDUSTRIAL PARK		
MH/RVP	MOBILE HOME OR R.V. PARK		



PROPOSED ZONING

AG	AGRICULTURAL DISTRICT	MHS	MOBILE HOME SUBDIVISION
AU	AGRICULTURAL/URBAN	PAD	PLANNED AREA DEVELOPMENT
C-2	GENERAL COMMERCIAL	R1-4	SINGLE FAMILY RESIDENTIAL ZONING DISTRICT
I-2	GENERAL INDUSTRIAL PARK	R1-4 REDUCED	SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (REDUCED LOT SETBACKS)
I-1	LIGHT INDUSTRIAL PARK	R1-6 REDUCED	SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (REDUCED LOT SETBACKS)
MH/RVP	MOBILE HOME OR R.V. PARK		

Exhibit C: Existing and Proposed Zoning Maps



PROPOSED ZONING LEGEND

R1-4 REDUCED	SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (REDUCED LOT SETBACKS)
R1-6 REDUCED	SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (REDUCED LOT SETBACKS)
R1-4	SINGLE FAMILY RESIDENTIAL ZONING DISTRICT

Exhibit D: Proposed Zoning Enlargement

SITE DATA - CONCEPTUAL SITE PLAN WITH PARCEL 5 SHOWN WITH SCHOOL		
DESCRIPTION	ACREAGE	DWELLING UNITS PER ACRE
GROSS ACREAGE	109.93 AC.	3.98 DU/AC.
NET ACREAGE	106.68 AC.	4.10 DU/AC.
NET DEVELOPABLE	95.63 AC.	4.57 DU/AC.
NET SCHOOL SITE	7.51 AC.	
DRAINAGE CHANNEL	3.54 AC.	3.32%
OPEN SPACE	19.75 AC.	18.51%
TOTAL OPEN SPACE	**23.29 AC.**	21.83%

PARCEL	ACREAGE	PRODUCT	UNITS	MIX	DENSITY	FRONT FOOT
PARCEL 1	24.96 AC.	50'x115'	103 D.U.	23.57%	4.13 D.U.	5,150 L.F.
PARCEL 2	18.72 AC.	45'x115'	83 D.U.	18.99%	4.43 D.U.	3,735 L.F.
PARCEL 3	29.00 AC.	45'x115'	120 D.U.	27.46%	4.14 D.U.	5,400 L.F.
PARCEL 4	26.48 AC.	50'x115'	96 D.U.	21.97%	3.63 D.U.	4,800 L.F.

TOTAL (PARCEL 5 SHOWN WITH SCHOOL)						
45'x115' LOT	47.72 AC.	45'x115'	203 D.U.	50.50%	4.25 D.U.	9,135 L.F.
50'x115' LOT	51.44 AC.	50'x115'	199 D.U.	49.50%	3.87 D.U.	9,950 L.F.
TOTAL	**99.16 AC.**		**402 D.U.**			19,085 L.F.

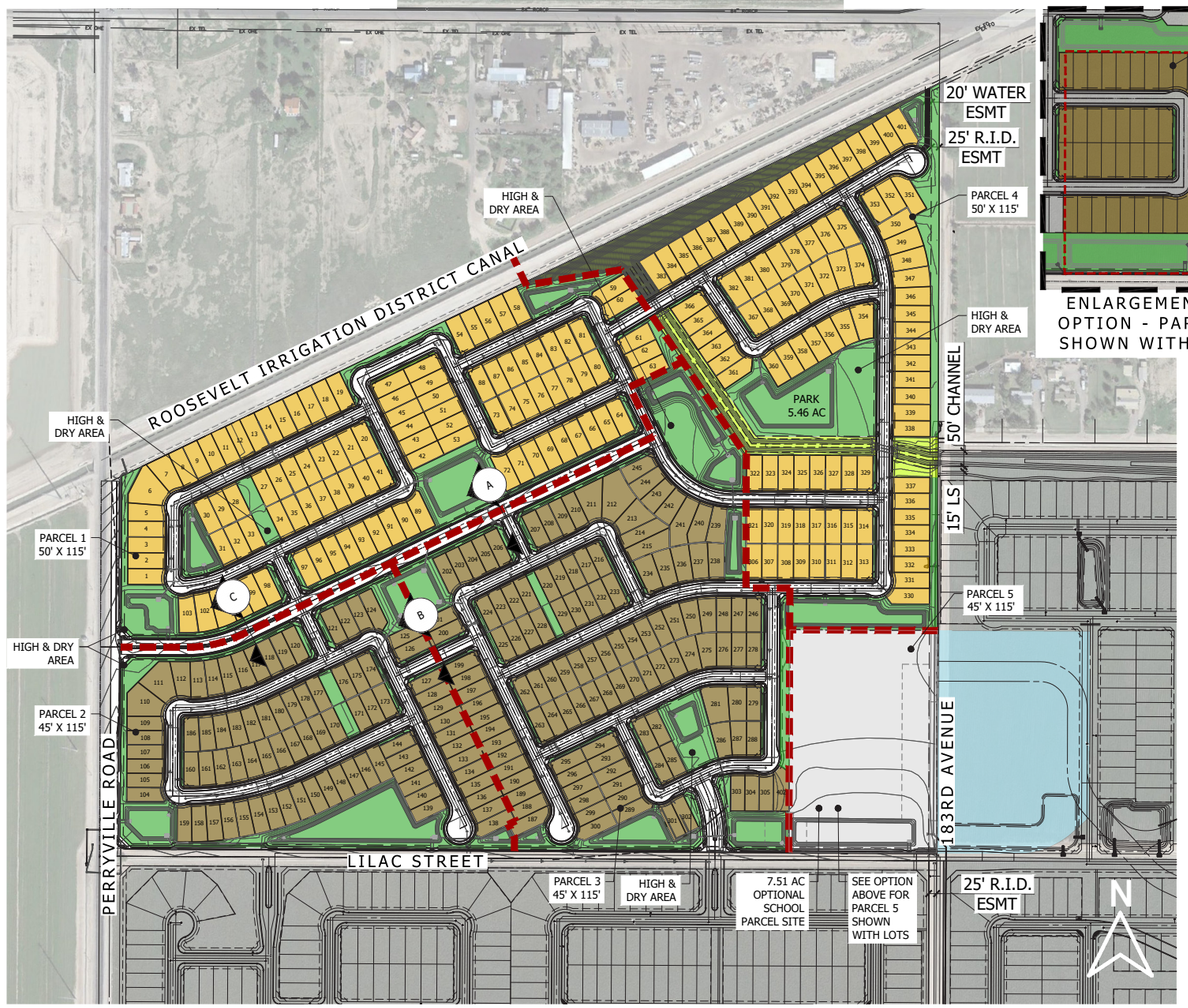
* NET DEVELOPABLE AREA DOES NOT INCLUDE NET SCHOOL SITE NOR DRAINAGE CHANNEL

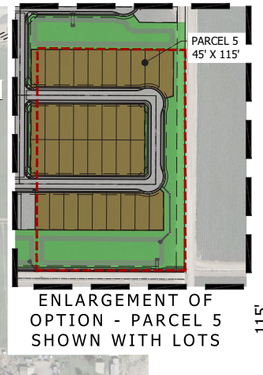
SITE DATA - CONCEPTUAL SITE PLAN WITH PARCEL 5 SHOWN WITH LOTS		
DESCRIPTION	ACREAGE	DWELLING UNITS PER ACRE
GROSS ACREAGE	109.93 AC.	3.98 DU/AC.
NET ACREAGE	106.68 AC.	4.10 DU/AC.
NET DEVELOPABLE	103.14 AC.	4.24 DU/AC.
DRAINAGE CHANNEL	3.54 AC.	3.32%
OPEN SPACE	19.75 AC.	18.51%
PARCEL 5 OPEN SPACE	2.22 AC.	2.08%
TOTAL OPEN SPACE	**25.51 AC.**	23.91%

PARCEL	ACREAGE	PRODUCT	UNITS	MIX	DENSITY	FRONT FOOT
PARCEL 1	24.96 AC.	50'x115'	103 D.U.	23.57%	4.13 D.U.	5,150 L.F.
PARCEL 2	18.72 AC.	45'x115'	83 D.U.	18.99%	4.43 D.U.	3,735 L.F.
PARCEL 3	29.00 AC.	45'x115'	120 D.U.	27.46%	4.14 D.U.	5,400 L.F.
PARCEL 4	26.48 AC.	50'x115'	96 D.U.	21.97%	3.63 D.U.	4,800 L.F.
PARCEL 5	7.51 AC.	45'x115'	35 D.U.	8.01%	4.66 D.U.	1,575 L.F.

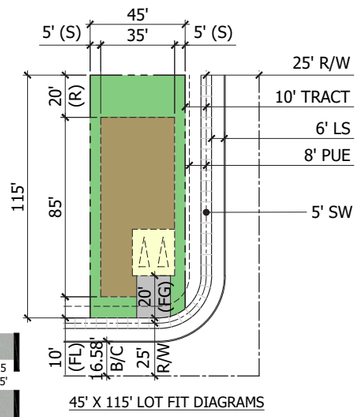
TOTAL (PARCEL 5 SHOWN WITH LOTS)						
45'x115' LOT	55.23 AC.	45'x115'	238 D.U.	54.46%	4.31 D.U.	10,710 L.F.
50'x115' LOT	51.44 AC.	50'x115'	199 D.U.	45.54%	3.87 D.U.	9,950 L.F.
TOTAL	**106.67 AC.**		**437 D.U.**			20,660 L.F.

* NET DEVELOPABLE AREA DOES NOT INCLUDE DRAINAGE CHANNEL

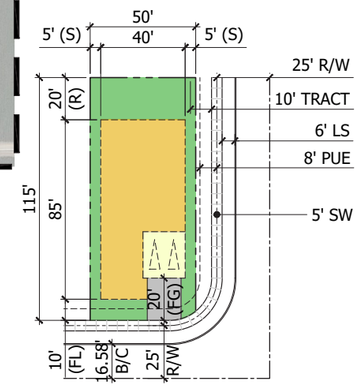




ENLARGEMENT OF OPTION - PARCEL 5 SHOWN WITH LOTS



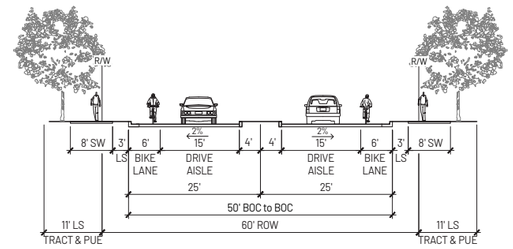
45' X 115' LOT FIT DIAGRAMS



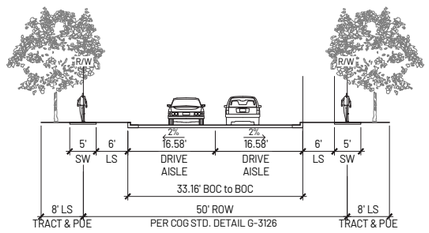
50' X 115' LOT FIT DIAGRAMS

Development Standards			
Category	Approved PAD	Proposed R1-4 Reduced	Proposed R1-6 Reduced
Minimum Lot Size	7,000 S.F.	4,000	5,000
Minimum Lot Width	60'	40'	50'
Minimum Lot Depth	120'*	100'	100'
Minimum Height	30'	30'	30'
Maximum Building Coverage	40% Two Story Homes 45% One Story Home	60%	60%
Minimum Setbacks - Front (1)	20' (10' for side entry & living area/porches)	10'	10'
Minimum - Total Both Sides	15'	10'	10'
Minimum Side Yard	5'	5'	5'
Rear Yard	20'	20'	20'
Street Side (2)	10'	10'	10'
Amenity Elements	N/A	2	2
Connectivity Elements	N/A	4	4
Streetscape Elements	N/A	4	4

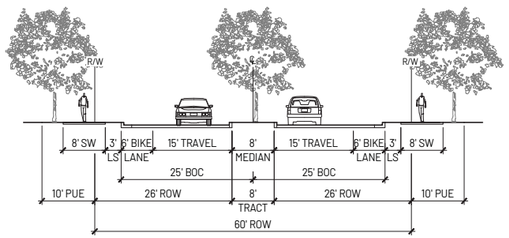
*Maximum Lot Depth is 115' for Lots fronting knuckles/"Bubbles"
(1) Front setback shall be measured to patios, livable space, and side entry garages
(2) Where a minimum 10' wide landscape tract is provided, the typical side setbacks, rather than Street Side setbacks applies



A 60' Collector Street
SCALE:N.T.S

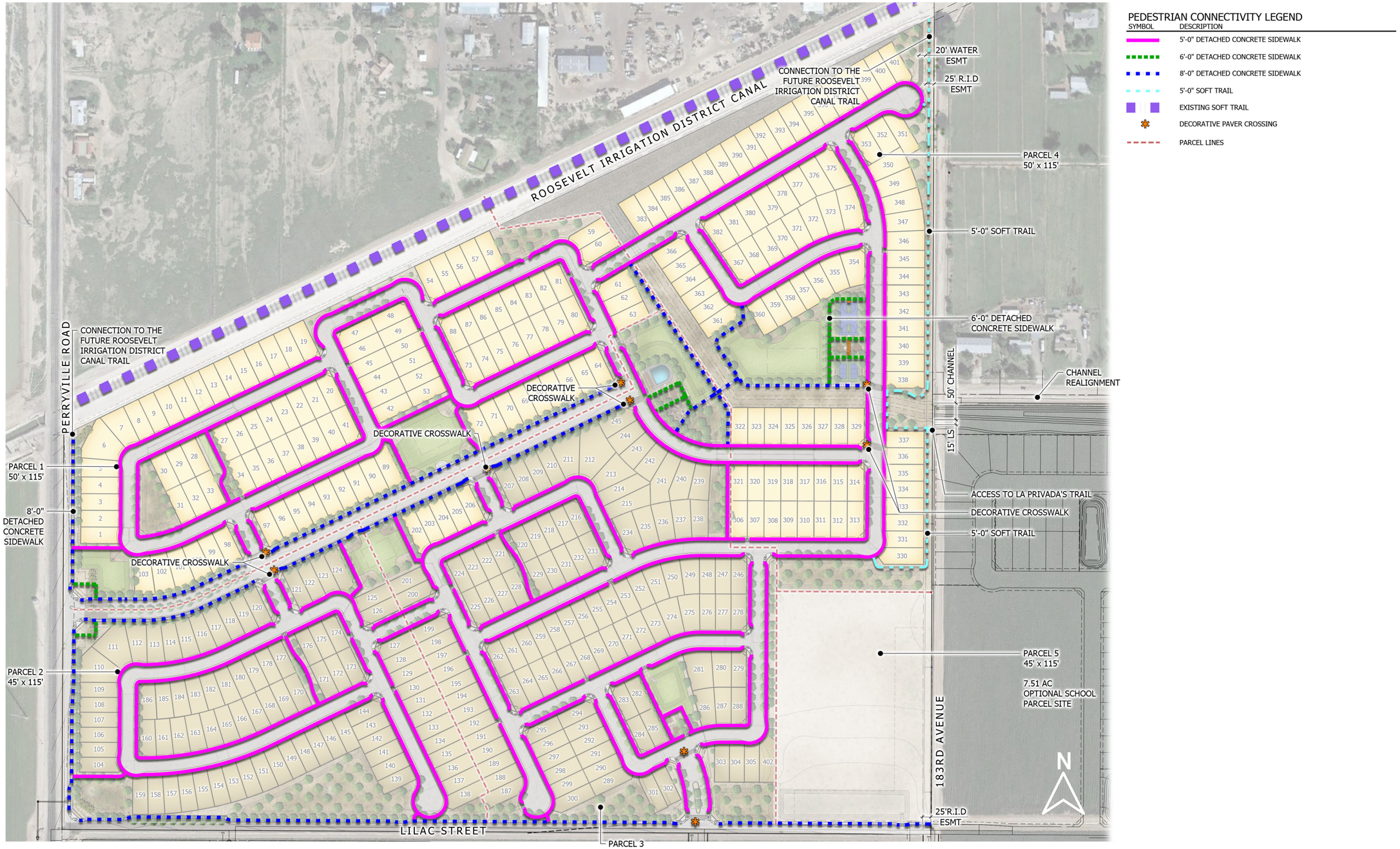


B 50' Local Street
SCALE:N.T.S.



C MINOR COLLECTOR STREET WITH MEDIAN
SCALE:N.T.S.

Exhibit E: Conceptual Master Site Plan



PEDESTRIAN CONNECTIVITY LEGEND

SYMBOL	DESCRIPTION
	5'-0" DETACHED CONCRETE SIDEWALK
	6'-0" DETACHED CONCRETE SIDEWALK
	8'-0" DETACHED CONCRETE SIDEWALK
	5'-0" SOFT TRAIL
	EXISTING SOFT TRAIL
	DECORATIVE PAVER CROSSING
	PARCEL LINES

Exhibit F: Pedestrian Connectivity Plan



SITE DATA - CONCEPTUAL SITE PLAN WITH PARCEL 5 SHOWN WITH SCHOOL		
DESCRIPTION	**ACREAGE**	
GROSS ACREAGE	109.93 AC.	
NET ACREAGE	106.68 AC.	
DRAINAGE CHANNEL	3.54 AC.	3.32%
OPEN SPACE	19.75 AC.	18.51%
TOTAL OPEN SPACE	**23.29 AC.**	21.83%

SITE DATA - CONCEPTUAL SITE PLAN WITH PARCEL 5 SHOWN WITH LOTS		
DESCRIPTION	**ACREAGE**	
GROSS ACREAGE	109.93 AC.	
NET ACREAGE	106.68 AC.	
DRAINAGE CHANNEL	3.54 AC.	3.32%
OPEN SPACE	19.75 AC.	18.51%
PARCEL 5 OPEN SPACE	2.22 AC.	2.08%
TOTAL OPEN SPACE	**25.51 AC.**	23.91%

Exhibit G: Open Space Plan



Plant Materials Legend

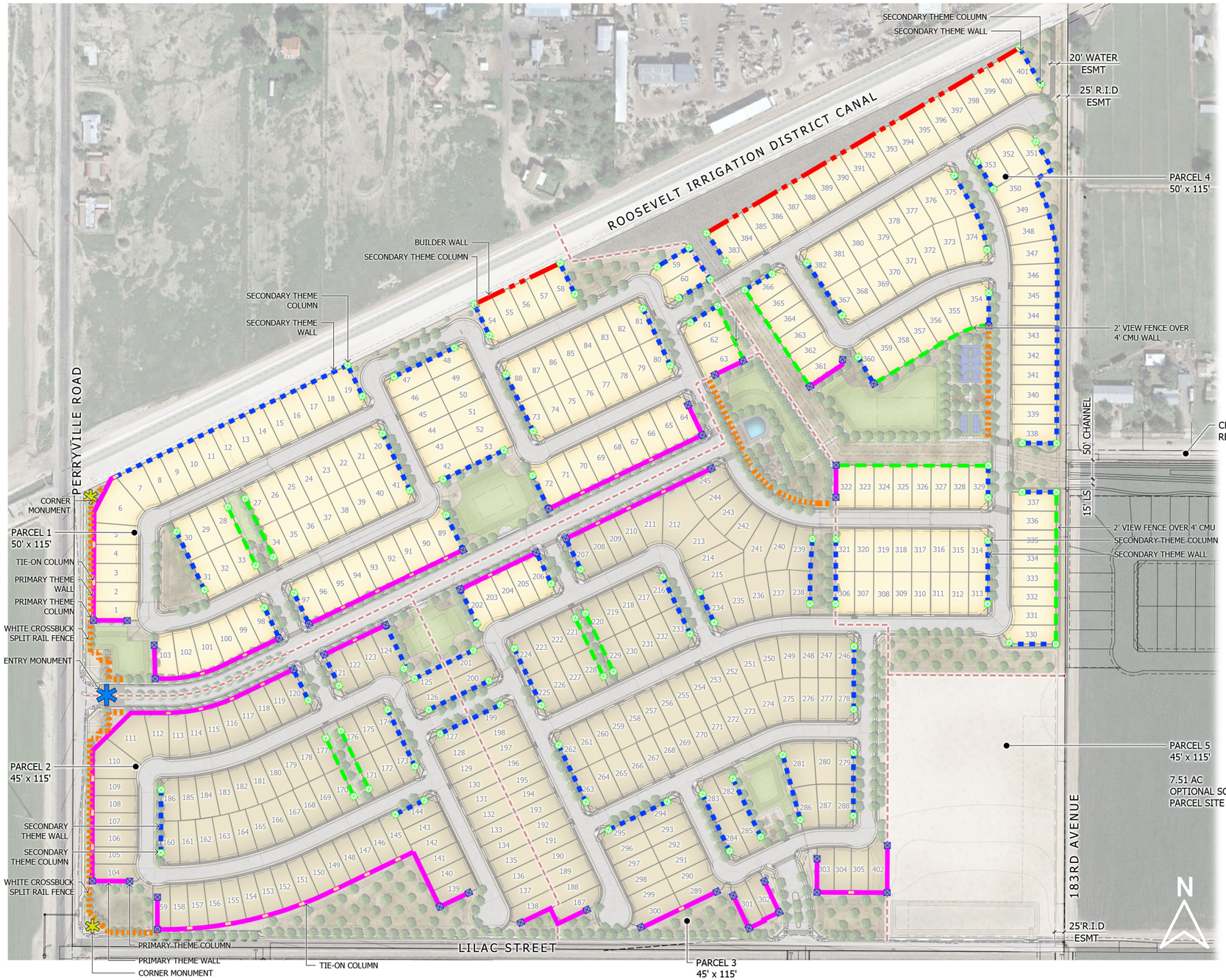
	Cal (in.)	Height (Ft.)	Width (Ft.)	Box (in.)	Qty
Tree					
Parkinsonia hybrid 'Desert Museum' Desert Museum Palo Verde	1.5"	4'	8'	24"	
Phoenix dactylifera Date Palm		16' CTH			
Pistacia sp. 'Red Push' Red Push Pistache	1.5"	9'	3'	24"	
Pistacia lentiscus Mastic Tree	1.5"	9'	3'	24"	
Prosopis v. glandulosa 'Maverick' Thornless Texas Honey Mesquite	1.5"	8'	4'	24"	
Quercus virginiana 'Cathedral' Cathedral Live Oak	1.5"	9'	4'	24"	
Sophora secundiflora Texas Mountain Laurel	1.0"	4'	3'	24"	

Extra Large Shrubs	Size
Bougainvillea 'Barbara Karst' Barbara Karst Bougainvillea	5 gal.
Caesalpinia pulcherrima Red Bird of Paradise	5 gal.
Dodonea viscosa Green Hopseed Bush	5 gal.
Tecoma alata 'Orange Jubilee' Orange Jubilee	5 gal.
Large Shrubs	**Size**
Calliandra californica Red Fairy Duster	5 gal.
Leucophyllum frutescens 'Green Cloud' Green Cloud Sage	5 gal.
Leucophyllum langmaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.
Leucophyllum langmaniae 'Rio Bravo' Rio Bravo Sage	5 gal.
Senna artemisioides 'Feathery' Feathery Senna/Cassia	5 gal.
Salvia clevelandii Chaparral Sage	5 gal.
Simmondsia Chinensis Jojoba	15 gal.
Medium Shrubs	**Size**
Bougainvillea 'Torch Glow' Torch Glow Bougainvillea	5 gal.
Eremophila glabra spp. carnosa Winter Blaze	5 gal.
Eremophila hygrophana Blue Bells Blue Bells	5 gal.
Nerium oleander 'Little Red' Little Red Oleander	5 gal.
Nerium oleander 'Petite Pink' Petite Pink Oleander	5 gal.
Rosmarinus officinalis 'Tuscan Blue' Tuscan Blue Rosemary	5 gal.
Inerts	
Decomposed Granite 1/2" Screened Express Brown	
Cobble	
Hydroseed	
Concrete Header - 6" Wide Standard Color and Finish	
Wood Chips	

Small Shrubs	Size
Bougainvillea glabra 'Yani's Delight' Yani's Delight Bougainvillea	5 gal.
Callistemon viminalis 'Little John' Little John Bottle Brush	5 gal.
Olea europaea "Little Ollie" Little Ollie Dwarf Olive	5 gal.
Teucrium chamaedrys Germander	1 gal.
Groundcovers	**Size**
Eremophila prostrata 'Outback Sunrise'	1 gal
Rosmarinus officinalis 'Prostratus' Trailing Rosemary	1 gal.
Teucrium chamaedrys 'Prostratum' Prostrate Germander	1 gal.
Cacti/ Accents	**Size**
Agave americana 'Marginata' Century Plant	5 gal.
Aloe hyb. 'Blue Elf' Blue Elf Aloe	5 gal.
Bouteloua gracilis Blonde Ambition	1 gal
Fouquieria splendens Ocotillo	8 cane min.
Hesperaloe sp. Pink Parade Pink Parade Hesperaloe	3 gal.
Hesperaloe parviflora 'Brakelights' Brakelights Red Yucca	3 gal.
Muhlenbergia lindheimeri 'Autumn Glow'	5 gal.
Muhlenbergia capillaris 'Regal Mist'	5 gal.
Opuntia microdasys Bunny Ears Cactus	5 gal.
Opuntia santa rita Tubac Purple Prickly Pear	5 gal
Pedilanthus macrocarpus Slipper Plant	5 gal.
Yucca pallida Pale Leaf Yucca	5 gal
Vine	**Size**
Bougainvillea 'Barbara Karst' Barbara Karst Bougainvillea	5 gal

NOTES:
1. QUANTITIES SHOWN FOR SUBMITTAL PURPOSES ONLY.
2. ALL QUANTITIES SHOWN ARE FOR THE LANDSCAPE ARCHITECT'S ESTIMATING PURPOSES ONLY AND THEREFORE ARE NOT GUARANTEED. THE CONTRACTOR SHALL CALCULATE QUANTITIES BASED ON THIS DRAWING SET.
3. ALL TREES SHALL COMPLY WITH THE LATEST AMENDED EDITION OF THE "ARIZONA NURSERY ASSOCIATION - RECOMMENDED TREE SPECIFICATIONS." SEE SECTION 1903(6)(A), ZONING CODE.
4. ALL LANDSCAPE SHALL BE PRIVATELY MAINTAINED BY THE COMMUNITY HOA CITY OF GOODYEAR
5. SHRUBS AND GROUND COVERS PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A MATURE HEIGHT OF NOT MORE THAN 18 INCHES. HEIGHT SHALL BE MEASURED FROM THE EDGE OF PAVEMENT, AND TOTAL HEIGHT SHALL INCLUDE THE HEIGHT OF ANY MOUNDING (EDS&PM 7.2.4.B.1).
6. TREES PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A CLEAR TRUNK PRUNED TO A HEIGHT OF 7 FEET OR GREATER UPON INSTALLATION. HEIGHT SHALL BE MEASURED FROM THE EDGE OF PAVEMENT (EDS&PM 7.2.4.B.2).
7. TREES PLANTED BETWEEN SIDEWALK AND CURB ARE TO HAVE ROOT BARRIERS INSTALLED ALONG BOTH SIDEWALK AND CURB AND UTILIZE A DEEP ROOT WATERING SYSTEM.

Exhibit H: Conceptual Landscape Plan



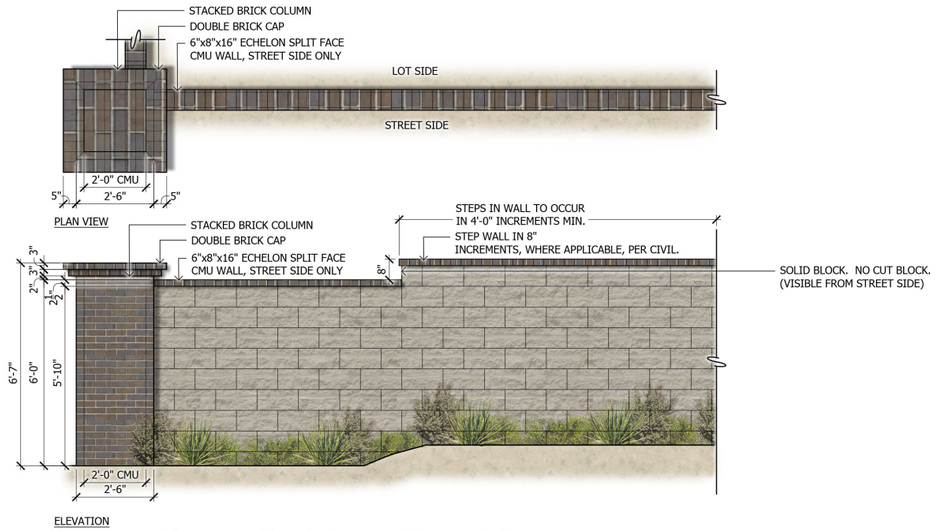
WALL LEGEND

SYMBOL	DESCRIPTION	DETAIL	EXHIBIT
	PRIMARY THEME WALL	DETAIL 1	EXHIBIT J
	SECONDARY THEME WALL	DETAIL 2	EXHIBIT J
	BUILDER WALL	DETAIL 3	EXHIBIT J
	2' VIEW FENCE OVER 4' CMU	DETAIL 7	EXHIBIT J
	WHITE CROSSBUCK SPLIT RAIL FENCE	DETAIL 4	EXHIBIT J
	PARCEL LINES		
	ENTRY MONUMENT	DETAIL 1 & 2	EXHIBIT M
	CORNER MONUMENT	DETAIL 1	EXHIBIT N
	PRIMARY THEME COLUMN	DETAIL 1	EXHIBIT J
	SECONDARY THEME COLUMN	DETAIL 2	EXHIBIT J
	TIE-ON COLUMN		

GENERAL WALL NOTES

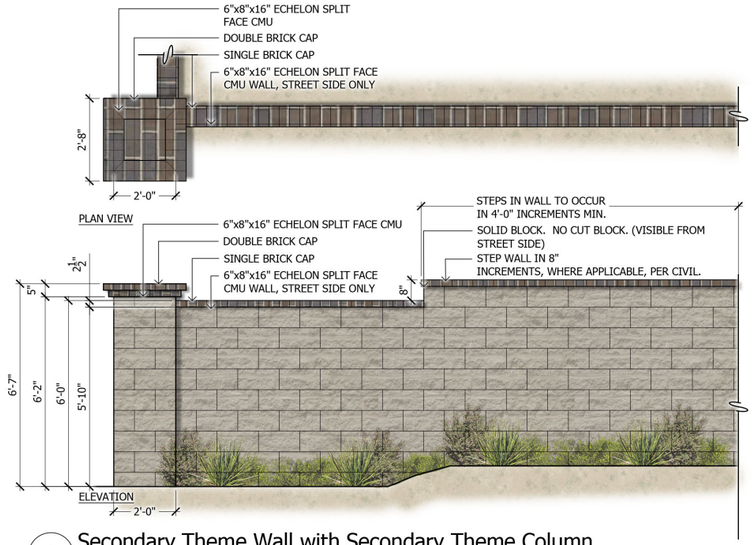
1. ALL WALLS TO TERMINATE WITH END WALL COLUMN 30'-0" FROM RIGHT OF WAY.
2. QUANTITIES SHOWN ARE FOR BIDDING AND PERMITTING PURPOSES ONLY, CONTRACTOR TO VERIFY.
3. CONTRACTOR TO VERIFY SIDEYARD RETURN LOCATIONS WITH HOMEBUILDER PRIOR TO CONSTRUCTION. (SIDEYARD RETURNS BUILT BY HOMEBUILDER)
4. CONTRACTOR TO INSTALL A 6" x 6" CONCRETE HEADER FROM END OF WALL CENTERED ON PROPERTY LINE TO BACK OF CURB OR SIDEWALK.
5. QUANTITIES SHOWN FOR TOTAL LENGTHS OF ALL WALL PLAN SHEETS

Exhibit I: Wall Plan



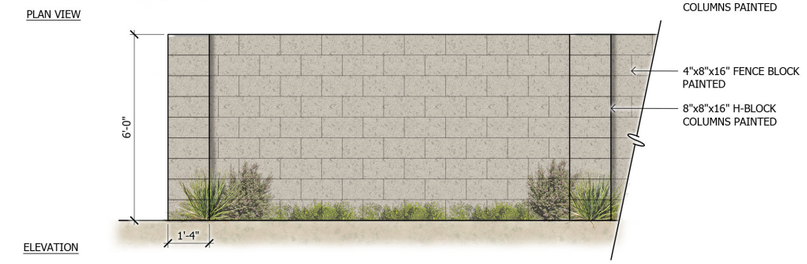
1 Primary Theme Wall with Primary Theme Column

SCALE: 1/2"=1'-0"



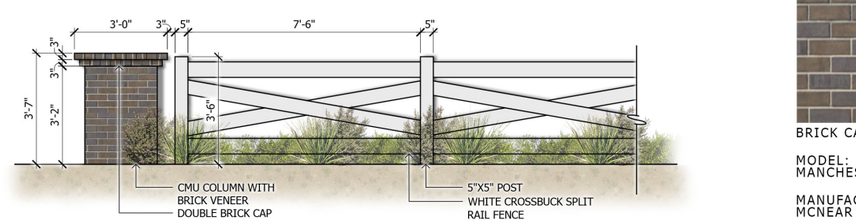
2 Secondary Theme Wall with Secondary Theme Column

SCALE: 1/2"=1'-0"



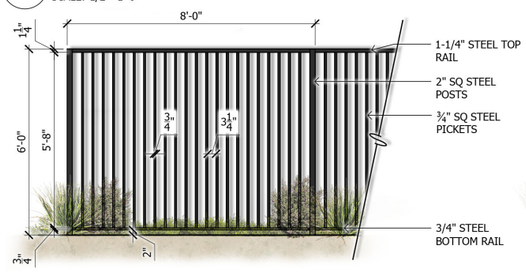
3 Builder Wall

SCALE: 1/2"=1'-0"



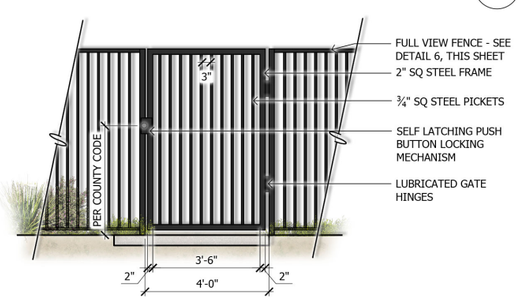
4 White Crossbuck Split Rail Fence

SCALE: 1/2"=1'-0"



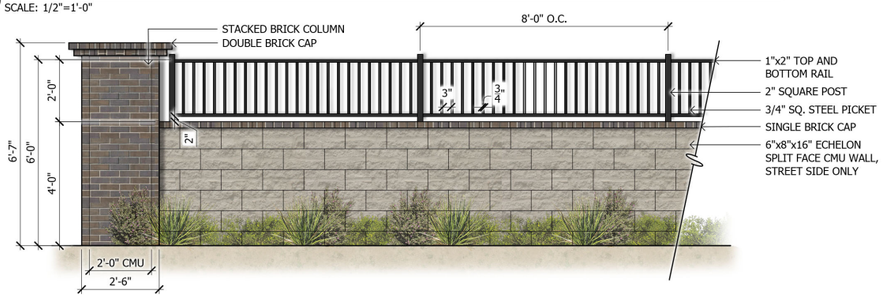
5 Full View Fence

SCALE: 1/2"=1'-0"



6 Pedestrian Gate

SCALE: 1/2"=1'-0"



7 2' View Fence Over 4' CMU

SCALE: 1/2"=1'-0"

PAINT

MODEL:
ACCESSIBLE BEIGE
SW7036

MANUFACTURER:
SHERWIN-WILLIAMS

METAL STEEL COLOR

MODEL:
TRICORN BLACK
SW6258

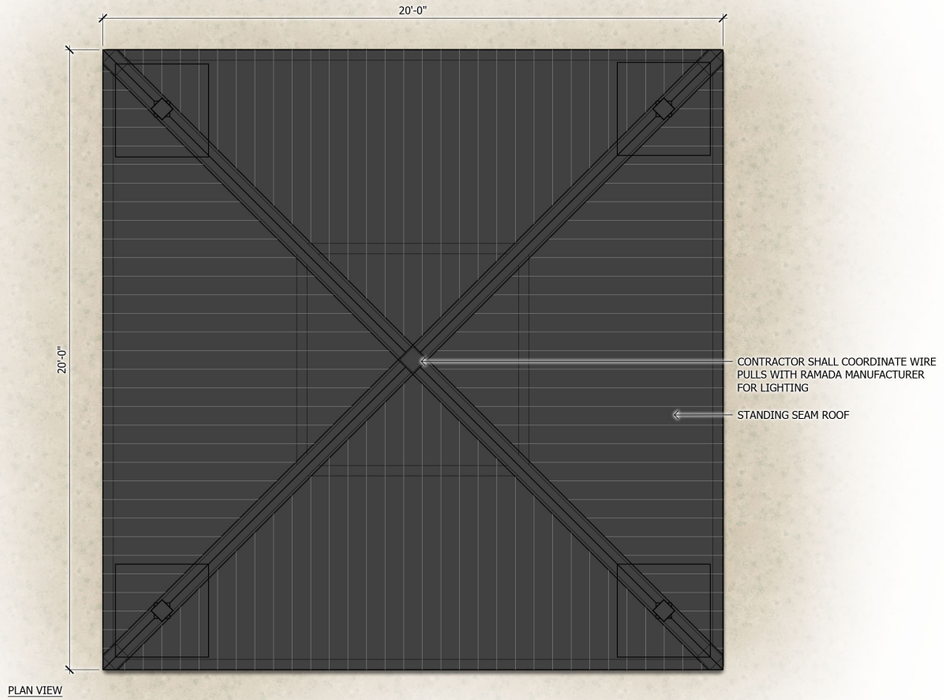
MANUFACTURER:
SHERWIN-WILLIAMS

BRICK CAP

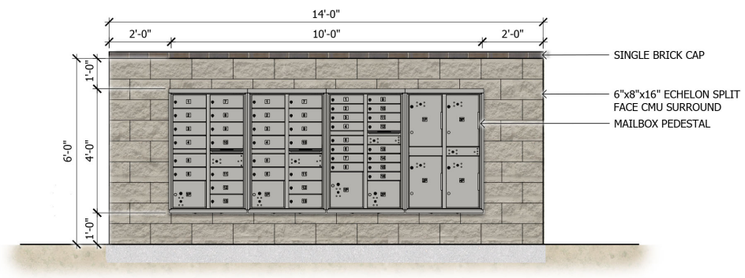
MODEL:
MANCHESTER

MANUFACTURER:
MCNEAR BRICK & BLOCK

Exhibit J: Wall Program



1 20'x20' Ramada
SCALE: 1/2"=1'-0"



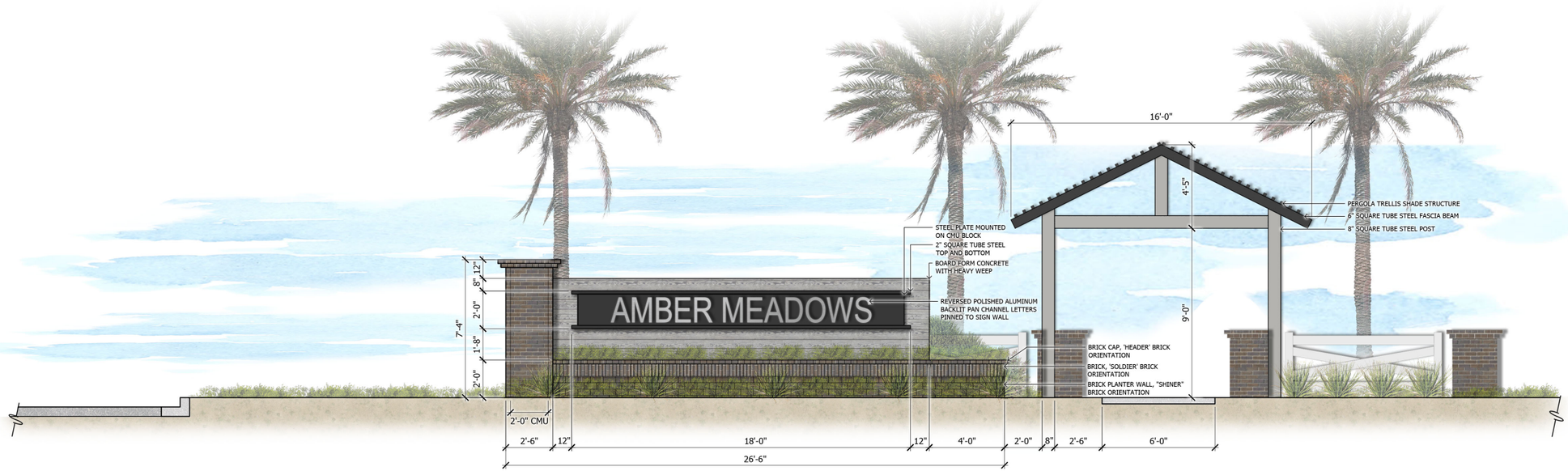
2 Mailbox Enclosure
SCALE: 1/2"=1'-0"

Exhibit K: Community Ramada and Mailbox Kiosk



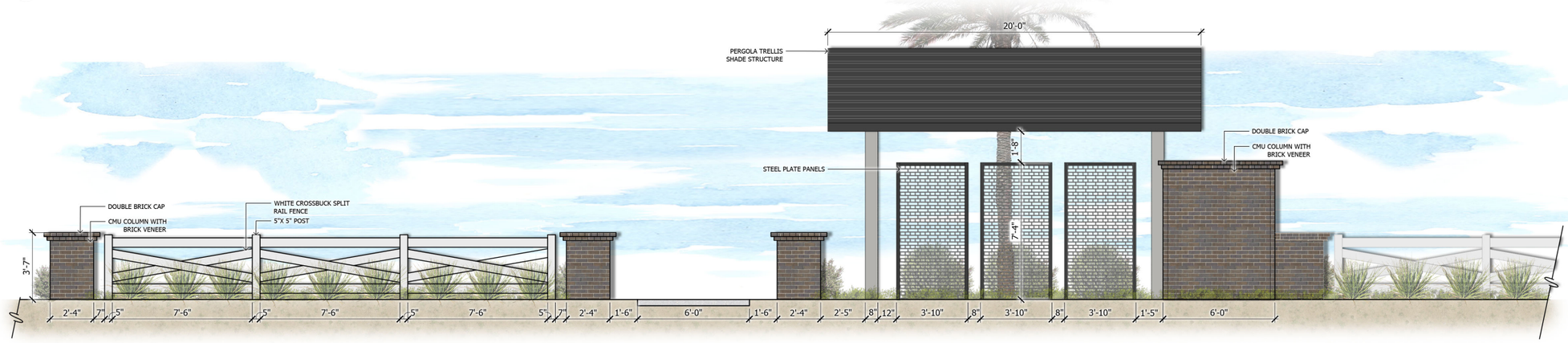
1 Primary Entry Monument Elevation
SCALE: NTS

Exhibit L: Community Entry Monument



1 Primary Entry Monument (Entry Drive Side - Front Elevation)

SCALE: 3/8"=1'-0"



2 Primary Entry Monument (Entry Drive Side - Side Elevation)

SCALE: 3/8"=1'-0"

PAINT

MODEL:
ACCESSIBLE BEIGE
SW7036

MANUFACTURER:
SHERWIN-WILLIAMS

METAL STEEL COLOR

MODEL:
TRICORN BLACK
SW6258

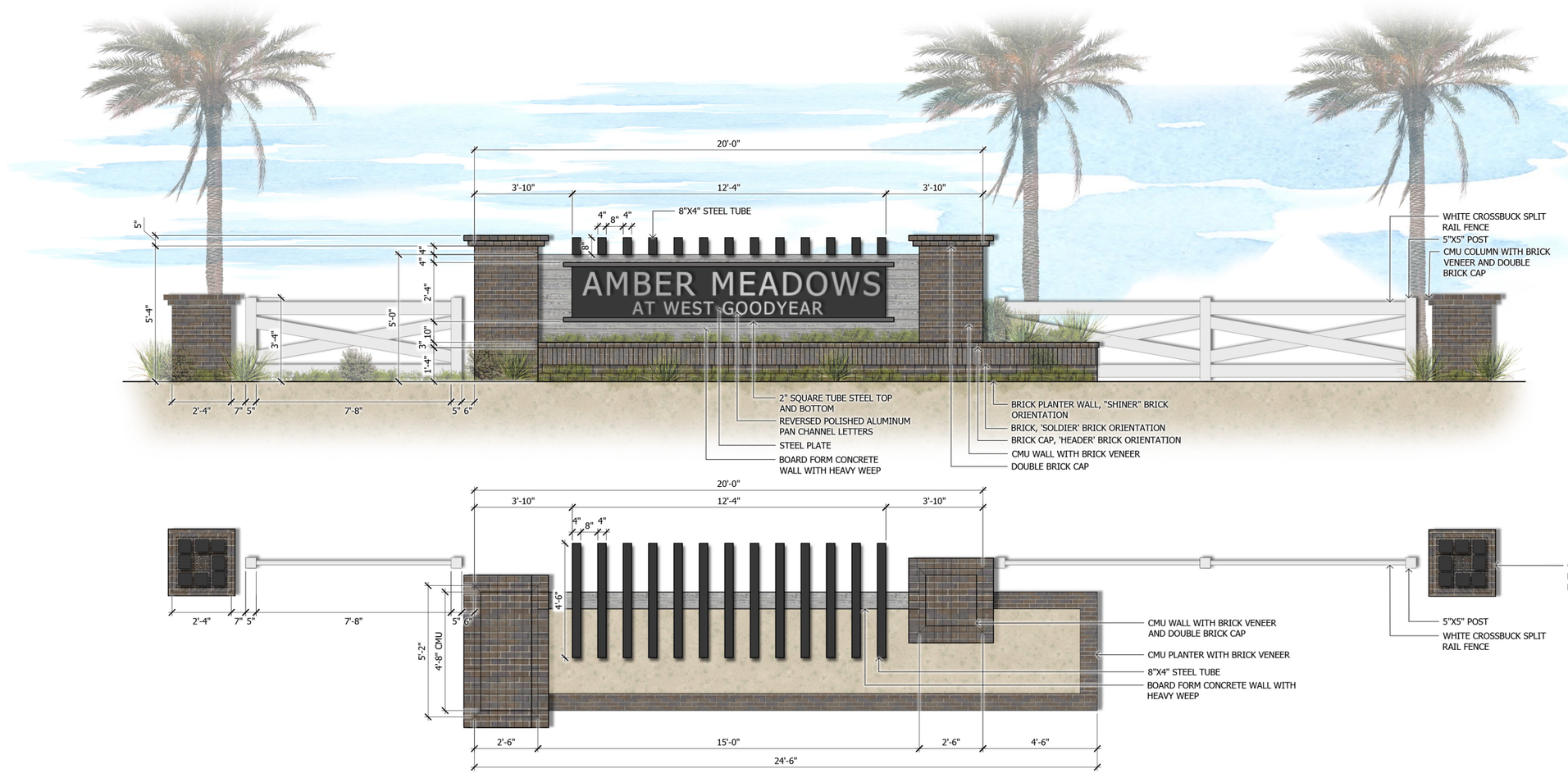
MANUFACTURER:
SHERWIN-WILLIAMS

BRICK CAP

MODEL:
MANCHESTER

MANUFACTURER:
MCNEAR BRICK & BLOCK

Exhibit M: Community Entry Monument - Elevations



1 Corner Monument
SCALE: 1/2"=1'-0"

PAINT

MODEL:
ACCESSIBLE BEIGE
SW7036

MANUFACTURER:
SHERWIN-WILLIAMS

METAL STEEL COLOR

MODEL:
TRICORN BLACK
SW6258

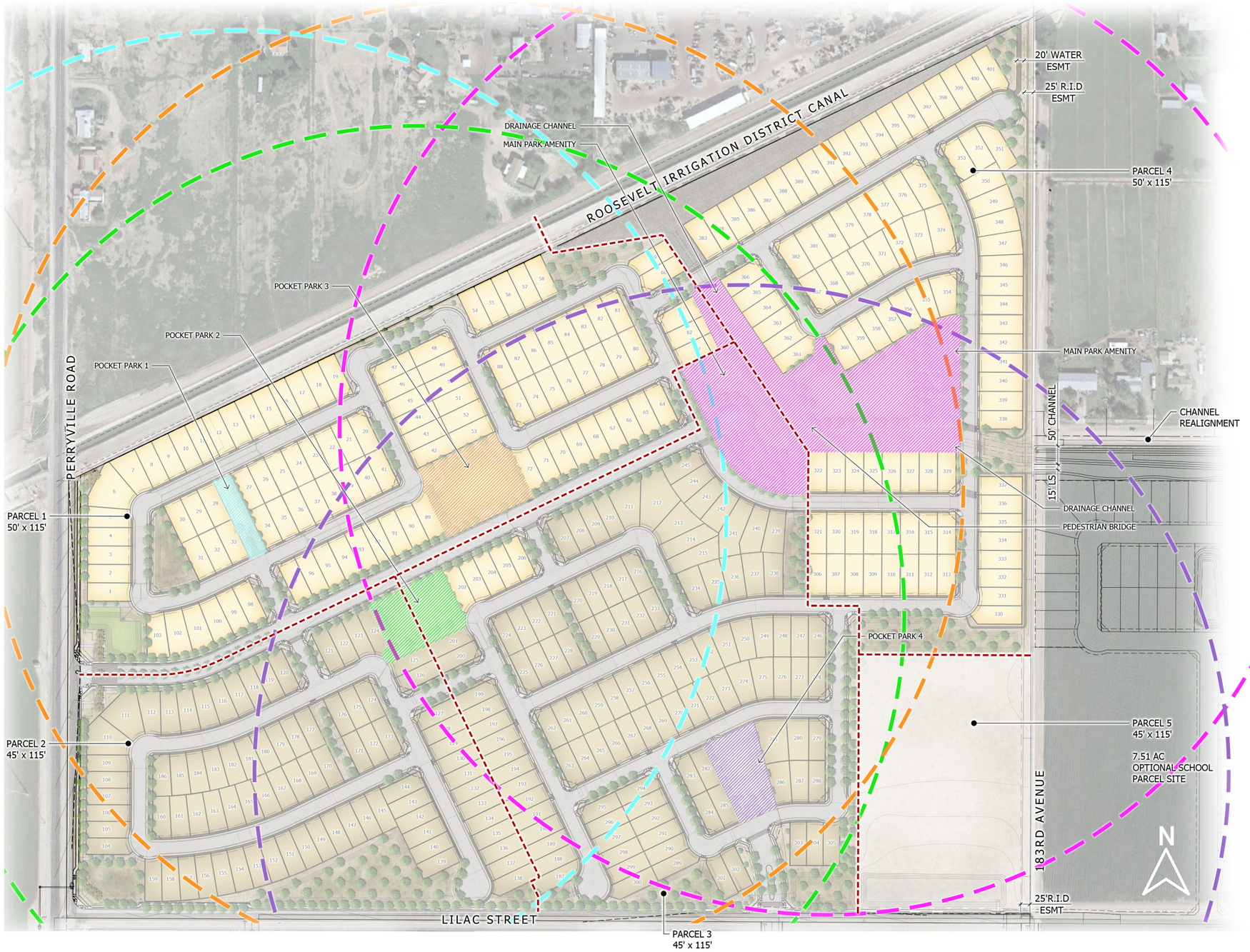
MANUFACTURER:
SHERWIN-WILLIAMS

BRICK CAP

MODEL:
MANCHESTER

MANUFACTURER:
MCNEAR BRICK & BLOCK

Exhibit N: Corner Monument



PARK RADIUS LEGEND

SYMBOL	DESCRIPTION
	COMMUNITY POCKET PARK 1
	COMMUNITY POCKET PARK 2
	COMMUNITY POCKET PARK 3
	COMMUNITY POCKET PARK 4
	MAIN PARK AMENITY (5.22 ACRE PARK)

NOTES:
1. CIRCULAR PERIMETERS REPRESENT UNITS THAT ARE WITHIN A 1/4 MILE RADIUS OF A PARK OR OPEN SPACE AMENITY AREA.
2. REFER TO COMMUNITY POCKET PARK 1 - 4 AND MAIN PARK AMENITY (5.22 ACRE PARK) EXHIBITS FOR PROPOSED AMENITIES.

Exhibit O: Park Proximity Plan



LEGEND

1. POOL DECK
2. POOL FENCE
3. POOL
4. SHADE AREA
5. RESTROOM FACILITY
6. TOT LOT
7. WHITE CROSSBUCK RAIL FENCE
8. TRELLIS WITH BENCH
9. 8'-0" CONCRETE SIDEWALK
10. 5'-0" CONCRETE SIDEWALK PER CIVIL
11. BENCH/ SEATING
12. BASKETBALL COURT
13. SMALL RAMADA WITH GRILL AND PICNIC SEATING
14. BEAN BAG TOSS
15. PICKLEBALL COURTS (2)
16. BLEACHER SEATING
17. GROUP RAMADA WITH GRILLS AND PICNIC SEATING
18. OPEN PLAY TURF
19. BIKE RACKS







Exhibit P: Main Park Amenity



LEGEND

1. BENCH / SEATING
2. SMALL RAMADA WITH GRILL AND PICNIC SEATING
3. TOT LOT (HIGH AND DRY AREA)
4. OPEN PLAY TURF
5. WHITE CROSSBUCK RAIL FENCE
6. 5'-0" CONCRETE SIDEWALK
7. 5'-0" CONCRETE SIDEWALK PER CIVIL
8. SHADE TREES
9. BIKE RACKS

Exhibit Q: Community Pocket Park 1



LEGEND

1. TRELLIS WITH BENCH (HIGH AND DRY)
2. OPEN PLAY TURF
3. 5'-0" CONCRETE SIDEWALK
4. 5'-0" CONCRETE SIDEWALK PER CIVIL
5. 8'-0" CONCRETE SIDEWALK PER CIVIL
6. SHADE TREES
7. BIKE RACKS

KEY MAP NOT TO SCALE

Exhibit R: Community Pocket Park 2



Exhibit S: Community Pocket Park 3



LEGEND

1. BENCH / SEATING
2. SMALL RAMADA WITH GRILL AND PICNIC SEATING
3. TOT LOT (HIGH AND DRY)
4. OPEN PLAY TURF
5. WHITE CROSSBUCK RAIL FENCE
6. 5'-0" CONCRETE SIDEWALK
7. 5'-0" CONCRETE SIDEWALK PER CIVIL
8. SHADE TREES
9. BIKE RACKS









Exhibit T: Community Pocket Park 4

Amber Meadows at West Goodyear

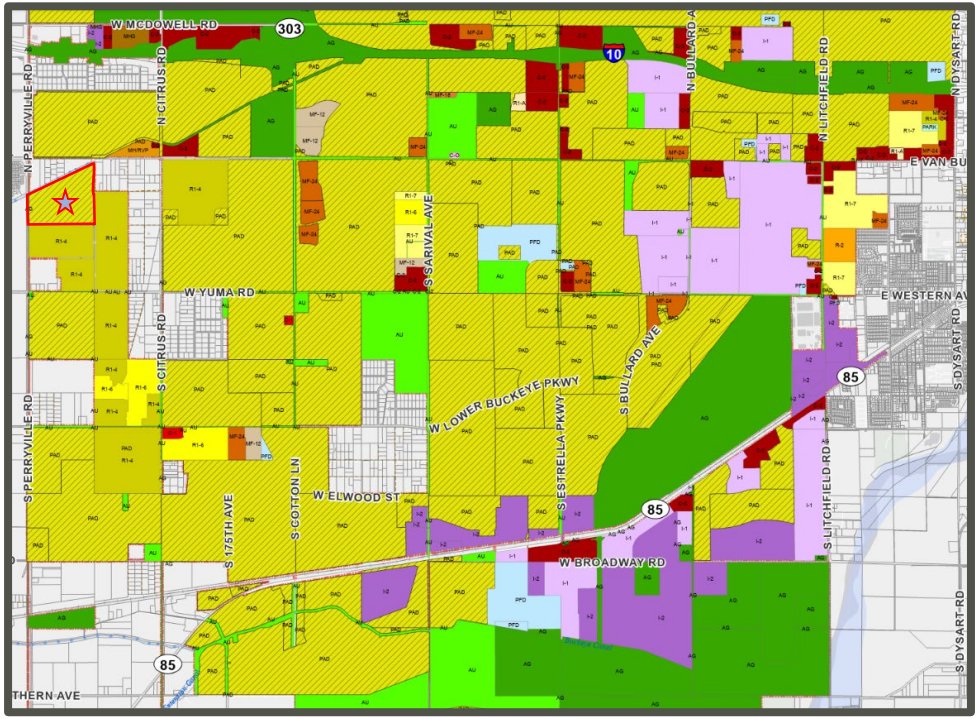
City Council Meeting
August 28, 2023



Location

CENTRAL GOODYEAR

- West Goodyear
  - Northeast corner of Perryville Road and Lilac Street
  - (south of Van Buren and RID Canal)
  - Approximately 109.93-acres
  - Currently zoned PAD



Specific Location

ZOOMED IN

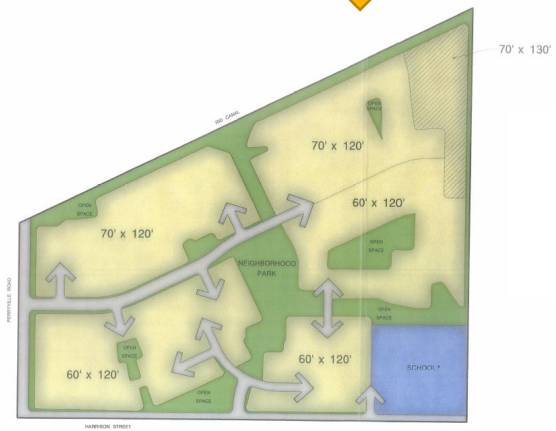
- NEC of Perryville and Lilac
  - North
    - County Properties Zoned RU-43
  - South
    - La Privada at WG (Zoned R1-4)
  - East
    - La Privada at WG (Zoned R1-4)
    - County Properties Zoned RU-43
  - West
    - County Properties Zoned RU-43



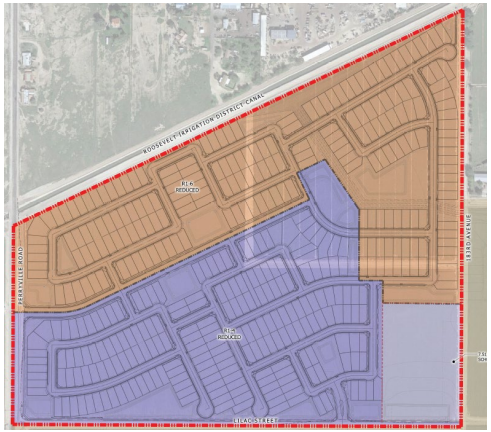
Zoning History

AMBER MEADOWS

2005 Zoning



Proposed



Amber Meadows at West Goodyear

PROPOSAL AND LAND USE AND RESTRICTIONS

- 109.93 Acre Community
- 2 Land Use Districts
  - R1-4 (R1-4 Reduced)
  - R1-6 (R1-6 Reduced)

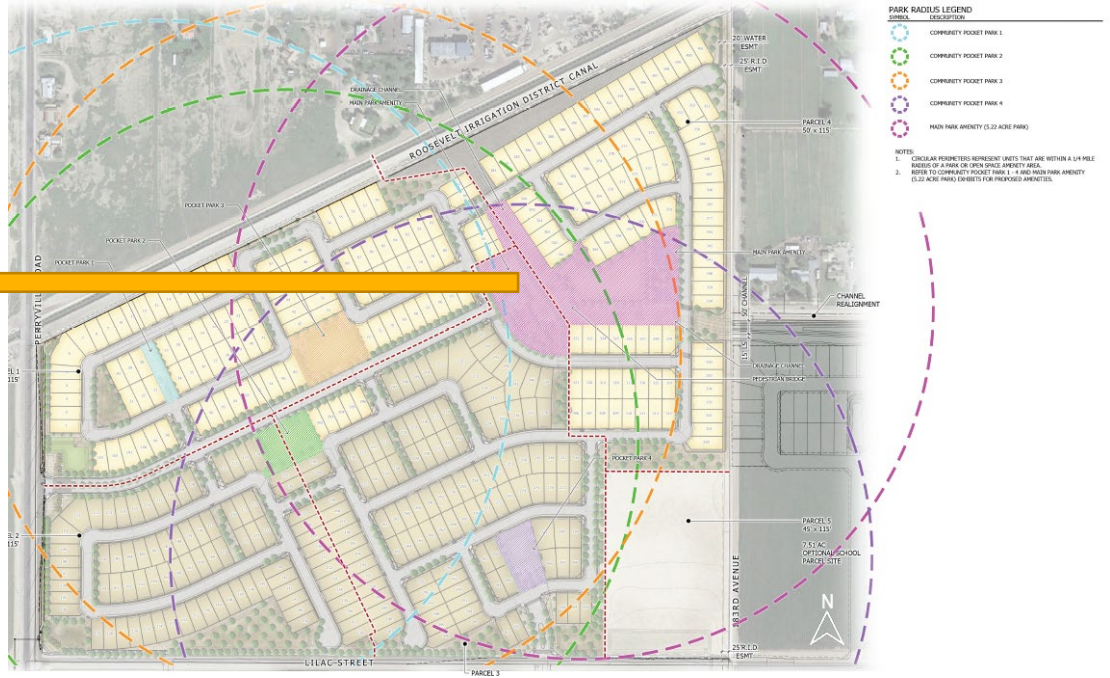


*Images Conceptual In Nature

Amber Meadows at West Goodyear

AMENITIES





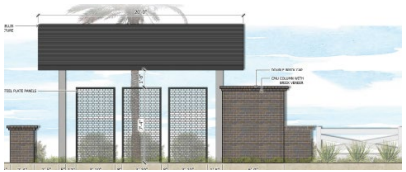
*Images Conceptual In Nature

Amber Meadows at West Goodyear

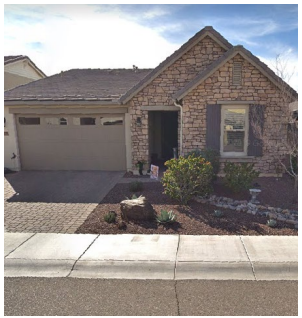
CONNECTIVITY AND STREETSCAPE

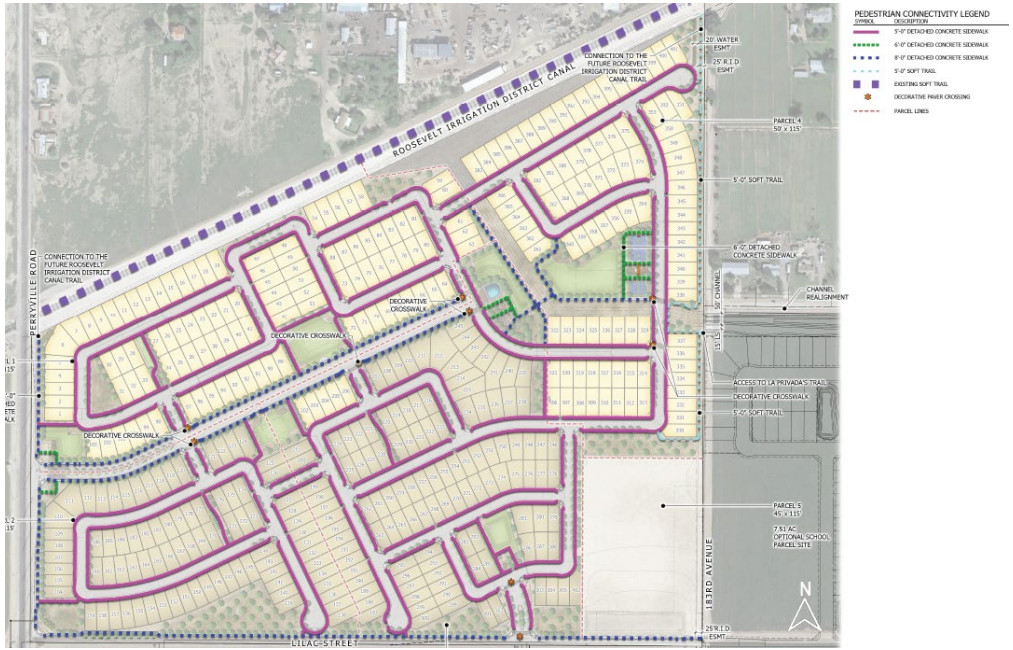










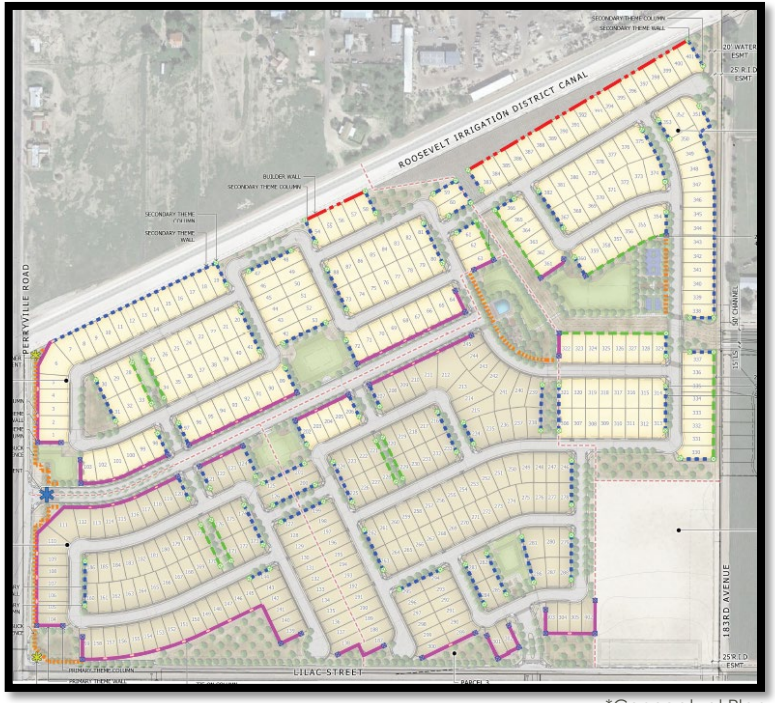


*Images Conceptual In Nature

Recommendation

APPROVE SUBJECT TO STIPULATIONS

- Approve Rezone (109.93 acres)
  - From:
    - Planned Area Development
  - To:
    - R1-4 (57.67 acres)
    - R1-6 (52.24 acres)
    - With PAD Overlay (109.93 acres)
      - Subject to Stipulations



*Conceptual Plan


CITY OF
Goodyear