



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, October 7, 2024

5:00 PM

Mayor
Joe Pizzillo

Vice Mayor
Laura Kaino

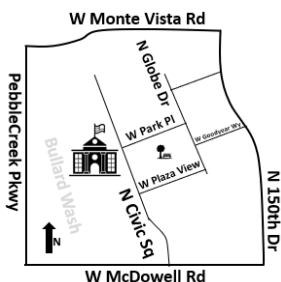
Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Brannon Hampton

Councilmember
Vicki Gillis



CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Please complete a speaker card and submit it to the City Clerk prior to the meeting being convened, if possible. Each speaker is limited to three (3) minutes. Once the City Clerk has called your name, step up to the lectern and begin by clearly stating your name for the record and whether you are a Goodyear resident.

NON-AGENDA ITEMS

Members of the public may address the City Council regarding any non-agenda item within the jurisdiction of the City Council. The City Council will listen to comments and may take any of the following actions:

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

AGENDA ITEMS

Members of the public may address the City Council regarding any item on the Consent, Public Hearing and/or Business portions of the agenda. Each speaker's name will be called in turn once the item has been reached and after City staff have completed their presentation.

PROCEDURES

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Goodyear City Council and to the general public that the Council of the city of Goodyear will hold a meeting open to the public. Public body members of the city of Goodyear will attend either in person or by telephone conference call and/or video communication. The Goodyear City Council may vote to go into Executive Session, pursuant to A.R.S. § 38-431.03(A)(3), which will not be open to the public, to discuss certain matters. Meetings are conducted in accordance with the City Council Meetings Council Rules of Procedure adopted by Resolution No.2018-1879.



City Clerk's Office: 1900 N. Civic Square, Goodyear, AZ 85395 (623) 882-7830

www.goodyearaz.gov/cityclerk

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER HAMPTON

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

1. **APPROVAL OF MINUTES
RECOMMENDATION**

Approve the September 23, 2024, Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

2. **2025 COUNCIL MEETING CALENDAR
RECOMMENDATION**

Approve the 2025 Council Meeting Calendar. (Darcie McCracken, City Clerk)

3. **MODIFY THE CITY COUNCIL MEETING RULES OF PROCEDURE
RECOMMENDATION**

Modify the City of Goodyear, Arizona City Council Meeting Rules of Procedure. (Darcie McCracken, City Clerk)

4. **MAP OF DEDICATION FOR FULTON HOMES BALLPARK VILLAGE PHASE 1A
RECOMMENDATION**

Conditionally approve the Map of Dedication for Ballpark Village – Phase 1A, subject to stipulations. (Marty Crossland, Deputy Director of Engineering Development)

5. **FINAL PLAT FOR GSQ REGIONAL CENTER- PHASE 1 WEST GOODYEAR WAY
RECOMMENDATION**

Conditionally approve the Final Plat for Goodyear Regional Center, to replat six lots, a portion of a seventh lot, and one tract into nine lots and one tract comprising a total of 122.024 acres, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering).

6. **FINAL PLAT OF FULTON HOMES BALLPARK VILLAGE PHASE 1A
RECOMMENDATION**
Approve the Final Plat of Ballpark Village – Phase 1A subdividing approximately 14.58 acres into 30 lots and 7 tracts, subject to stipulations. (Marty Crossland, Deputy Director of Engineering Development)
7. **EDUCATIONAL SERVICES AGREEMENT WITH MARICOPA COUNTY
COMMUNITY COLLEGE DISTRICT
RECOMMENDATION**
Approve and authorize the City Manager to execute the Educational Services Agreement with Maricopa County Community College District for the provision of certain educational services. (Brian Issitt, Chief of Police)
8. **APPROVE BUDGET AMENDMENT OF CITY MANAGER'S CONTINGENCY
RECOMMENDATION**
Approve the budget amendment of the City Manager's Contingency Fund. (Jared Askelson, Finance Director)
9. **AUTHORIZATION OF THE EXPENDITURE OF CONSTRUCTION FUNDS FOR
APPROVED CIP PROJECT #60034 – BRINE DISPOSAL IMPROVEMENT
PIPELINE PROJECT
RECOMMENDATION**
Authorize the expenditure of funds up to \$12,245,000 for Capital Improvement Program (CIP) Project #60034 – Brine Disposal Improvement Pipeline Project. (Anthony Dudley, Acting Water Services Director)
10. **AUTHORIZATION OF THE EXPENDITURE OF CONSTRUCTION FUNDS FOR
APPROVED CIP PROJECT #60077 – RAINBOW VALLEY WRF EXPANSION
RECOMMENDATION**
Authorize the expenditure of funds for Guaranteed Maximum Price (GMP)-3 up to \$17,400,000 for Capital Improvement Program (CIP) Project #60077 - Rainbow Valley Water Reclamation Facility Expansion. (Anthony Dudley, Acting Water Services Director)

BUSINESS

11. **GOODYEAR BALLPARK TICKET PRICING STRUCTURE
RECOMMENDATION**
Approve the Spring Training ticket pricing structure. (Bruce Kessman, Deputy Director Parks and Recreation)

12. **PENSKE TRUCK LEASING ANNEXATION
RECOMMENDATION**

Authorize staff to initiate the annexation of Assessor's Parcel Number 502-37-064M approximately 4.92 acres of property, generally located on the south side of West McDowell Road, just west of the 183rd Drive alignment. (Christian Williams, Planning Manager)

13. **AMENDMENTS TO CHAPTER 15 OF GOODYEAR CODE OF ORDINANCES
(SUBDIVISION REGULATIONS)
RECOMMENDATION**

ADOPT ORDINANCE NO. 2024-1615, AMENDING GOODYEAR CITY CODE AMENDING SECTIONS 15-2-3 (STAGE II – PRELIMINARY PLAT) AND 15-2-5 (STAGE III – FINAL PLAT) OF ARTICLE 15-2 (PLATTING PROCEDURES AND REQUIREMENTS) AND SECTION 15-3-6 (CONDOMINIUM DEVELOPMENTS AIRSPACE PLANNING) OF ARTICLE 15-3 (SUBDIVISION DESIGN PRINCIPLES AND STANDARDS) OF CHAPTER 15 (SUBDIVISION REGULATIONS) RELATED TO ADMINISTRATIVE REVIEW AND APPROVAL OF PLATS AND AMENDED PLATS AND MINOR SCRIVENER'S ERROR; PROVIDING FOR CORRECTIONS, SEVERABILITY. (Christian Williams, Planning Manager)

14. **DELEGATION OF AUTHORITY TO THE CITY MANAGER OR DESIGNEE TO
AUTHORIZE TERMINATIONS OF EASEMENTS
RECOMMENDATION**

ADOPT RESOLUTION NO. 2024-2433 AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE DOCUMENTS TERMINATING CERTAIN EASEMENTS PREVIOUSLY CONVEYED OR ACQUIRED BY THE CITY AND PROVIDING AN EFFECTIVE DATE. (Christian Williams, Planning Manager)

INFORMATION ITEMS

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

- 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:

October 21, 2024

Council Meeting

5:00 p.m.

ADJOURNMENT

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

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

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

POSTING VERIFICATION

This agenda was posted on 10/2/2024 at 4:57 p.m. by VM.

ITEM #: 1.
DATE: 10/07/2024
AI #:2279



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the September 23, 2024, Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

Attachments

September 23, 2024 Draft Regular Meeting minutes

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



Monday, September 23, 2024

5:00 p.m.

Meeting Minutes

CALL TO ORDER

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

ROLL CALL

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

Staff Present: Deputy City Manager Kini Knudson; City Attorney Roric Massey; City Clerk Darcie McCracken

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER STIPP

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Brannon Hampton to APPROVE Consent Agenda items 1 through 6. 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

1. APPROVAL OF MINUTES

Approve the September 9, 2024 Regular Meeting and September 16, 2024 Special Meeting draft minutes. (Darcie McCracken, City Clerk)

2. **MAP OF DEDICATION FOR SECTIONS OF GOODYEAR BOULEVARD**

RECOMMENDATION

Conditionally approve the Map of Dedication for sections of Goodyear Boulevard, of approximately 0.930 acres of right-of-way (ROW), subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

3. **GRANT OF A MONITORING WELL ACCESS AGREEMENT ON PROPERTY OWNED BY CITY OF GOODYEAR**

RECOMMENDATION

Approve the Access Agreement Environmental Activities related to the City Parcel 501-61-936C and authorize its execution by the City Manager. (Philip Cochran, Assistant City Attorney)

4. **GRANT OF A MONITORING WELL ACCESS AGREEMENT LOCATED ON CITY OF GOODYEAR RIGHT-OF-WAY**

RECOMMENDATION

Approve the Access Agreement Environmental Activities related to city right-of-way and authorize its execution by the City Manager. (Philip Cochran, Assistant City Attorney)

5. **AMEND JOINT AGENCY AGREEMENT (JAA) - VINEYARD AND 143RD AVENUE SAFETY PROJECT (CIP PROJECT #42070)**

RECOMMENDATION

Authorize the Mayor to execute the first amendment to the Joint Agency Agreement with Maricopa Association of Governments (MAG) for CIP Project #42070 – Vineyard and 143rd Avenue Safety Project. (Chris Bridges, Deputy Director of Engineering-Transportation)

6. **DELEGATION OF AUTHORITY TO THE CITY MANAGER TO EXERCISE CITY VEHICLE DESIGNATION**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2423 DELEGATING TO THE CITY MANAGER THE AUTHORITY TO EXERCISE THE CITY VEHICLE DESIGNATION EXEMPTION PURSUANT TO ARIZONA REVISED STATUTE 38-538.03. (Brian Issitt, Chief of Police)

PUBLIC HEARINGS

7. **AMENDMENT TO ZONING ORDINANCE REGULATIONS RELATED TO ANIMAL KEEPING AND FOWL**

Mayor Pizzillo opened the Public Hearing at 5:04 p.m.

Planning Manager Christian Williams reviewed the details of the ordinance including the setbacks, the fowl keeping requirements and cleaning regulations.

There being no public comments, Mayor Pizzillo closed the Public Hearing at 5:06 p.m.

Council verified the reason for this ordinance is in response to legislation by the state

legislature. Mr. Williams agreed.

Council clarified that if an HOA already had restrictions in their C.C.R. documents then homeowners would still have to comply, but the city could not restrict backyard fowl.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Wally Campbell to ADOPT ORDINANCE NO. 2024-1614, AMENDING GOODYEAR ZONING ORDINANCE ARTICLE 2-2 (DEFINITIONS), AMENDING SECTIONS 3-2-2, 3-2-4 OF ARTICLE 3 (ZONING DISTRICTS), RELATED TO ANIMAL KEEPING AND MINOR SCRIVENER'S ERROR; PROVIDING FOR CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE; 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 Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

BUSINESS

8. FISCAL YEAR (FY) 2025 PAVEMENT MANAGEMENT PROJECTS

Public Works Director Sumeet Mohan and Streets Superintendent Brian Harvel reviewed the city's Pavement Management benchmarks and explained that the streets throughout the city are checked and a grade is applied for the pavement. Mr. Mohan continued that the current benchmark is 78 and the city has seen steady improvement over the last ten years on meeting that number.

Mr. Mohan reviewed the different types of overlay used to maintain the streets.

Mr. Harvel reviewed the map showing which streets would be receiving treatment and what that treatment would be.

Council was appreciative of the information and thanked the team for maintaining the streets.

MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Wally Campbell to APPROVE expenditures in the amount of \$3,600,000 to complete pavement management projects in various locations throughout the city. 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

Council commented on the ribbon cutting for the Banner building south of City Hall and the successful opening of The Stillery in GSQ. Council also reported that the city had a team at the ICMA conference talking about the great programs Goodyear has instituted.

Deputy City Manager Kini Knudson reported that the Ballet Under the Stars event brought in approximately 4,000 people which is an increase from last year.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

October 7, 2024

Council Regular Meeting

5:00 p.m.

EXECUTIVE SESSION

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

9. Pursuant to A.R.S. 38-431.03(A)(3): Consultation with the City's Attorney to receive legal advice related to the City Council Rules of Procedure.

MOTION BY Councilmember Sheri Lauritano, 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 Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

The City Council moved into Executive Session at 5:48 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 6:01 p.m.

RECONVENE REGULAR MEETING

Mayor Pizzillo reconvened the Regular Meeting at 6:02 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:02 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 September 23, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2024.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 2.
DATE: 10/07/2024
AI #:2245



CITY COUNCIL ACTION REPORT

SUBJECT: 2025 COUNCIL MEETING CALENDAR

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Staff is seeking approval of the 2025 Council Meeting Calendar.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



SAFE &
VIBRANT
COMMUNITY



INNOVATIVE & HIGH
PERFORMING
ORGANIZATION



INFRASTRUCTURE

RECOMMENDATION

Approve the 2025 Council Meeting Calendar. (Darcie McCracken, City Clerk)

FISCAL IMPACT

No fiscal impact will result from approving the 2025 Council Meeting Calendar.

BACKGROUND AND PREVIOUS ACTIONS

The City Council Meeting Rules of Procedure require the adoption of a Council Meeting Calendar no later than November 1 of each year for the following year.

The Council meeting calendar touches each strategic plan focus area as it allows the city to conduct business timely.

Attachments

2025 Council Calendar



2025 Council Meeting Calendar

Goodyear Civic Square, Council Chambers, 1900 N Civic Square, Goodyear, AZ 85395

JANUARY						
S	M	T	W	T	F	S
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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	Work Session
	Council Meeting
	Council Recess
	Holiday/City Offices Closed (In Observance)
	Election Day

	Induction/Inauguration
	NLC/AZ League Conference
	City Mgr Annual
	Budget

All Council Meetings are held on Monday's unless otherwise specified.

All Council Meeting nights begin at 5:00 p.m.

All Council Meetings are subject to additions, cancellations or changes to conduct the business of the city.

ITEM #: 3.
DATE: 10/07/2024
AI #:1924



CITY COUNCIL ACTION REPORT

SUBJECT: MODIFY THE CITY COUNCIL MEETING RULES OF PROCEDURE

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Roric Massey, City Attorney

SUMMARY

This is a request to modify the City Council Meeting Rules of Procedure.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



SAFE &
VIBRANT
COMMUNITY



INNOVATIVE & HIGH
PERFORMING
ORGANIZATION



INFRASTRUCTURE

RECOMMENDATION

Modify the City of Goodyear, Arizona City Council Meeting Rules of Procedure. (Darcie McCracken, City Clerk)

FISCAL IMPACT

The amendment does not have any fiscal impact.

BACKGROUND AND PREVIOUS ACTIONS

The City Council Meeting Rules of Procedure were last adopted by Council July 9, 2018 and were last reviewed by Council on February 3, 2023.

The deletion of the third sentence from 6.10(D) and all of Section 9.4(C) are the only changes at this time. Exhibit A is attached with the changes red-lined.

Attachments

Exhibit A

6.10(D)

Proper decorum must be observed by members of the Council, by speakers in providing testimony and remarks, and by the audience. In order to conduct an orderly business meeting, the Presiding Officer shall keep control of the Meeting, and require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests, or other conduct which disrupts or interferes with the orderly conduct of the business of the meeting. ~~Personal attacks on Council Members, City Staff, or members of the Public are not allowed.~~ It is inappropriate to utilize the Public Hearing or other Agenda Item for the purpose of making political speeches, including threats of political action. Engaging in such conduct, and failing to cease such conduct upon request of the Presiding Officer, will be grounds for ending a speaker's time at the podium or, at the direction of the Presiding Officer, for removal of any disruptive person from the Meeting Room.

9.4(C)

~~Oral communications during the City Council Meeting may not be used to lodge charges or complaints against any employee of the City, regardless of whether such employee is identified in the presentation by name or by any other reference that tends to identify him. Any such charges or complaints against employees shall be submitted during normal business hours to the City Manager for appropriate action.~~

ITEM #: 4.
DATE: 10/07/2024
AI #:2250



CITY COUNCIL ACTION REPORT

SUBJECT: MAP OF DEDICATION FOR FULTON HOMES BALLPARK VILLAGE PHASE 1A

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

OTHER PRESENTER(S):

Meikle Garrett, EPS Group, Inc.

SUMMARY

A Map of Dedication that dedicates public utility easements for Fulton Homes Ballpark Village Phase 1A (the "Property").

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



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VIBRANT
COMMUNITY



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PERFORMING
ORGANIZATION



INFRASTRUCTURE

RECOMMENDATION

Conditionally approve the Map of Dedication for Ballpark Village – Phase 1A, subject to stipulations. (Marty Crossland, Deputy Director of Engineering Development)

STIPULATIONS

1. Any technical corrections to the Map of Dedication (MOD) for Ballpark Village – Phase 1A (the "MOD") approved herein required by the City Engineer or his designee shall be made prior to the recordation of the MOD; and
2. Prior to recordation of the MOD, Owner shall submit an updated title report for the property included within the boundaries of the MOD (the "Platted Property") and shall modify the MOD to reflect the current ownership and current lender including on MOD a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the Platted Property. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing the MOD is authorized to do so; and

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The property was rezoned on April 18, 2022, Ordinance No. 2022-1535. The preliminary plat for Fulton Homes Ballpark Village was approved by City Council on January 23, 2023.

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 and Map of Dedication is in substantial conformance with the Preliminary Plat.

Attachments

MOD

Aerial Photo

Preliminary Plat CAR

Sep 20, 2023 9:01am C:\Users\agross\appdata\local\temp\AcPublish_13448\20-1537 - Phase 1A MOD.dwg agross

Map of Dedication

"Ballpark Village - Phase 1A"

A PORTION OF THE NORTHWEST QUARTER OF SECTION 17,
TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN,
CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER OF THE PROPERTY SITUATED AT A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND MAPPED HEREON, HEREBY PUBLISHES THIS MAP OF DEDICATION FOR "BALLPARK VILLAGE - PHASE 1A". SAID MAP SETS FORTH AND GIVES THE DIMENSIONS OF THE EASEMENTS WITHIN THE ABOVE DESCRIBED PREMISES BEING CONVEYED AND DEDICATED HEREON.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR EXCLUSIVE PUBLIC UTILITY EASEMENTS ("PUE") ON PROPERTY, AS SHOWN ON THIS MAP OF DEDICATION AND INCLUDED IN THE ABOVE DESCRIBED PREMISES ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC UTILITIES IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES AND FOR PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY RESERVES FOR THE BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION NON-EXCLUSIVE PRIVATE ROADWAY EASEMENTS (PRE) UPON, OVER AND ACROSS ALL AREAS IN THIS MAP OF DEDICATION DESIGNATED AS "PRE" AS SHOWN ON THIS MAP OF DEDICATION AND INCLUDED IN THE ABOVE DESCRIBED PREMISES FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING PRIVATE ROADWAY FACILITIES IN, OVER, ABOVE, AND UNDER THE PRIVATE ROADWAY EASEMENT AREAS AS SHOWN ON THIS PLAT AND FOR PEDESTRIAN TRAVEL.

IN WITNESS WHEREOF: FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, 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.

BY: FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS OWNER

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

ON THIS ____ DAY OF _____, 2023 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE _____ OF FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

GENERAL NOTES

1. ALL NEW AND RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.
2. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF GOODYEAR CODES AND ORDINANCES.

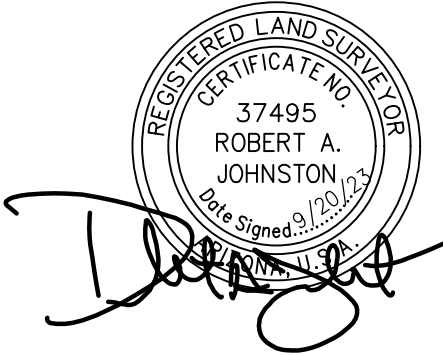
BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS MEASURED AND RECORDED IN BOOK 996 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS. BEARING: **NORTH 00 DEGREES 50 MINUTES 40 SECONDS WEST**

FINAL PLAT CERTIFICATION

I, ROBERT A. JOHNSTON HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2023; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS.

LAND SURVEYOR:
ROBERT A. JOHNSTON, R.L.S. 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201

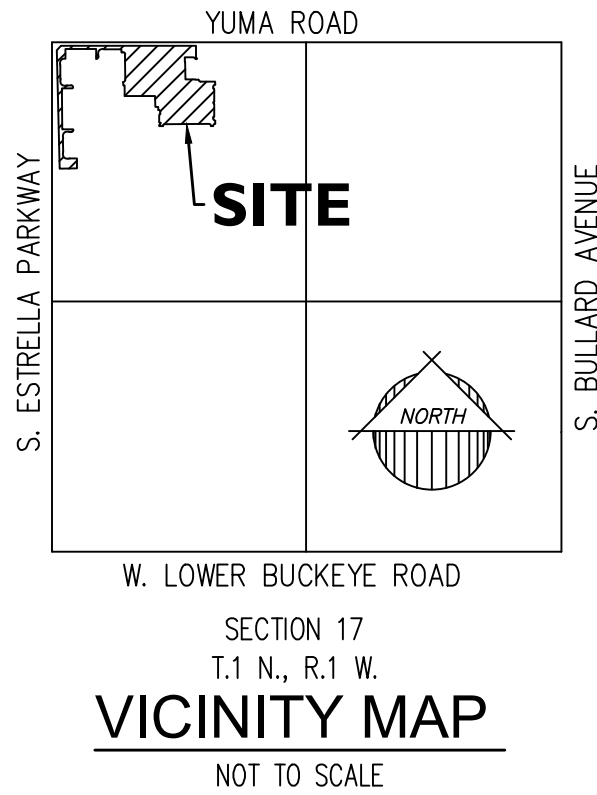


OWNER / DEVELOPER

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

ENGINEER

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



SHEET INDEX

- 1 COVER, DEDICATION, BASIS OF BEARING, GENERAL NOTES AND CERTIFICATIONS
- 2 PLAT, LINE TABLE, CURVE TABLE AND LEGEND

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS ____ DAY OF _____, 2023.

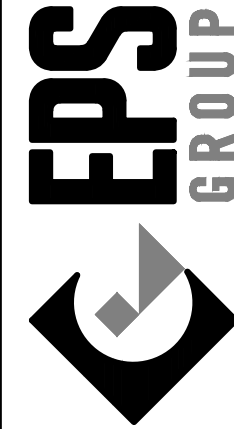
BY: _____
MAYOR: GEORGIA LORD

BY: _____
CITY CLERK: DARCI MCCrackEN

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS ____ DAY OF _____, 2023.

BY: _____
CITY ENGINEER: SUMEET MOHAN

1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.1799
www.epsgroupinc.com



"Ballpark Village - Phase 1A"

GOODYEAR, ARIZONA

Map of Dedication

Project:

Revisions:

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Drawn by: A.G.
Reviewed by: R.J.

Job No.
20-1537
FP01
Sheet No.
1
of 2

WEST QUARTER CORNER
SECTION 17, T1N, R1W
FOUND "CITY OF GOODYEAR"
BRASS CAP IN HAND HOLE
POINT OF COMMENCEMENT

N0°50'40"W 2,649.74' (BASIS OF BEARING)
S ESTRELLA PARKWAY

NORTHWEST CORNER
SECTION 17, T1N, R1W
FOUND "CITY OF GOODYEAR"
BRASS CAP IN HAND HOLE

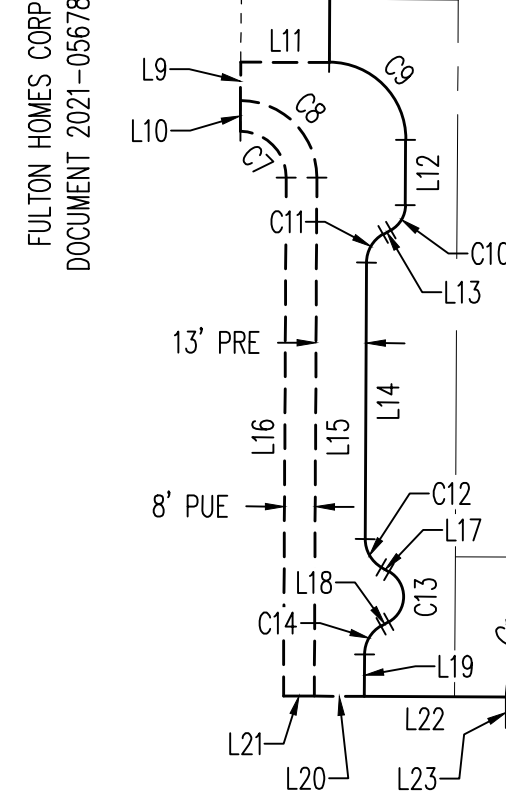
NORTH QUARTER CORNER
SECTION 17, T1N, R1W
FOUND "CITY OF GOODYEAR"
BRASS CAP IN HAND HOLE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°18'07"E	5.00'
L2	N00°18'07"E	8.00'
L3	N89°41'53"W	6.58'
L4	N89°41'53"W	6.58'
L5	N89°41'53"W	16.58'
L6	N00°18'07"E	8.00'
L7	N00°18'07"E	10.00'
L8	N89°41'53"W	10.00'
L9	N00°18'07"E	10.00'
L10	N00°18'07"E	8.00'
L11	N89°41'53"W	23.07'
L12	N00°18'07"E	17.03'
L13	N60°18'07"E	2.31'
L14	N00°18'07"E	72.00'
L15	N00°17'38"E	135.00'
L16	N00°17'38"E	135.00'
L17	N59°41'53"W	2.31'
L18	N60°18'07"E	2.31'
L19	N00°18'07"E	10.94'
L20	N89°41'53"W	13.05'
L21	N89°41'53"W	8.00'
L22	N89°41'53"W	37.00'

LINE TABLE		
LINE	BEARING	LENGTH
L23	N00°18'07"E	7.98'
L24	N84°40'24"W	23.09'
L25	N89°41'53"W	8.00'
L26	N89°41'53"W	8.00'
L27	N85°16'38"E	23.09'
L28	S00°18'07"W	7.98'
L29	N00°18'07"E	7.98'
L30	N84°40'24"W	23.09'
L31	N89°41'53"W	8.00'
L32	N00°18'07"E	8.00'
L33	N00°18'07"E	10.00'
L34	N89°41'53"W	23.00'
L35	N89°41'53"W	27.00'
L36	N00°18'07"E	33.00'
L37	N00°18'07"E	8.00'
L38	N00°18'07"E	10.00'
L39	N89°41'53"W	23.00'
L40	N00°18'07"E	12.48'
L41	N60°18'07"E	2.31'
L42	N60°18'07"E	2.31'
L43	N59°41'53"W	2.31'
L44	N59°41'53"W	2.31'

LINE TABLE		
LINE	BEARING	LENGTH
L45	N00°18'07"E	12.48'
L46	N89°41'53"W	23.00'
L47	N00°18'07"E	8.00'
L48	N00°18'07"E	10.00'
L49	N00°18'07"E	33.00'
L50	N00°18'07"E	10.00'
L51	N00°18'07"E	8.00'
L52	N89°41'53"W	137.82'
L53	N89°41'53"W	137.82'
L54	N89°41'53"W	147.82'
L55	N89°41'53"W	8.00'
L56	N89°41'53"W	10.00'
L57	N00°18'07"E	10.00'
L58	N89°41'53"W	33.00'
L59	N00°18'07"E	5.00'
L60	N89°41'53"W	10.64'
L61	N89°41'53"W	8.46'
L62	N89°41'53"W	8.00'
L63	N89°41'53"W	10.00'
L64	N00°18'07"E	5.00'

FULTON HOMES CORPORATION
DOCUMENT 2021-0567870, M.C.R.

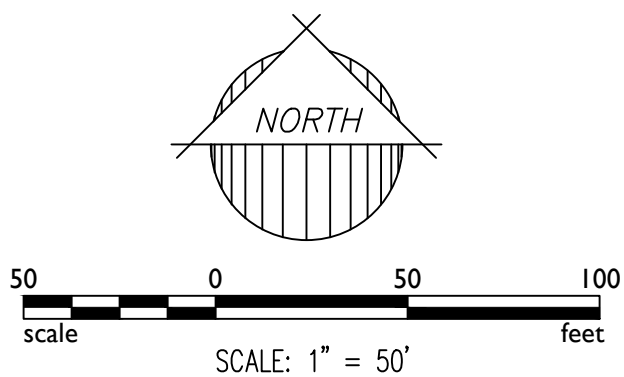


LEGEND

■
M.C.R.
PRE
PUE

FOUND SURVEY MONUMENT AS NOTED
MARICOPA COUNTY RECORD
PRIVATE ROADWAY EASEMENT
PUBLIC UTILITY EASEMENT
FUTURE PLAT BOUNDARY LINE
FUTURE PLAT PARCEL LINE

--- FUTURE PLAT CENTER LINE
--- SECTION LINE
--- EXISTING LOT LINE
--- EXISTING CENTER LINE
--- EASEMENT LINE
--- TIE LINE

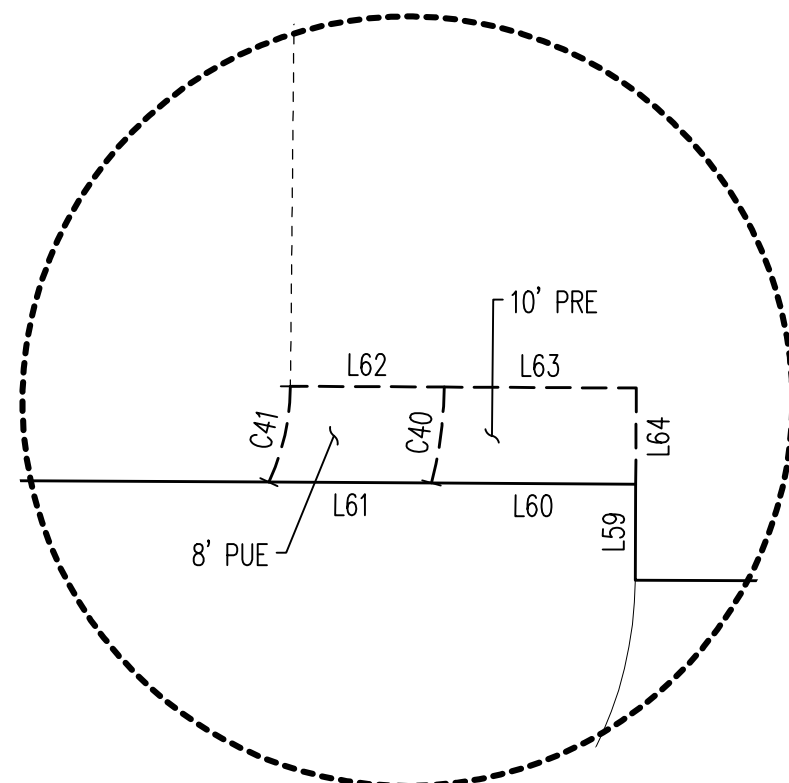


FUTURE
BALLPARK VILLAGE - PHASE 1A
FULTON HOMES CORPORATION
DOCUMENT 2021-0567870, M.C.R.

FULTON HOMES CORPORATION
DOCUMENT 2021-0567870, M.C.R.

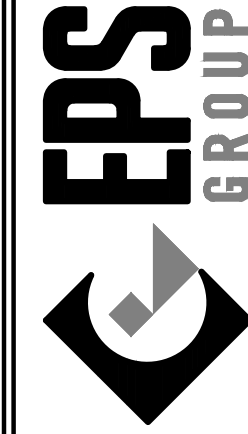
FULTON HOMES CORPORATION
DOCUMENT 2021-0567870, M.C.R.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	18.85'	12.00'	90°00'00"	16.97'	N44°41'53"W
C2	31.42'	20.00'	90°00'00"	28.28'	N44°41'53"W
C3	31.42'	20.00'	90°00'00"	28.28'	N44°41'53"W
C4	18.85'	12.00'	90°00'00"	16.97'	N45°18'07"E
C5	31.42'	20.00'	90°00'00"	28.28'	N45°18'07"E
C6	31.42'	20.00'	90°00'00"	28.28'	N45°18'07"E
C7	18.85'	12.00'	89°59'31"	16.97'	N44°42'07"W
C8	31.41'	20.00'	89°59'31"	28.28'	N44°42'07"W
C9	31.42'	20.00'	90°00'00"	28.28'	S44°41'53"E
C10	7.85'	7.50'	60°00'00"	7.50'	S30°18'07"W
C11	8.90'	8.50'	60°00'00"	8.50'	S30°18'07"W
C12	8.90'	8.50'	60°00'00"	8.50'	S29°41'53"E
C13	15.71'	7.50'	120°00'00"	12.99'	S00°18'07"W
C14	8.90'	8.50'	60°00'00"	8.50'	S30°18'07"W
C15	18.85'	12.00'	90°00'00"	16.97'	S45°18'07"W
C16	31.42'	20.00'	90°00'00"	28.28'	S45°18'07"W
C17	31.42'	20.00'	90°00'00"	28.28'	S45°18'07"W
C18	18.85'	12.00'	90°00'00"	16.97'	N44°41'53"W
C19	31.42'	20.00'	90°00'00"	28.28'	N44°41'53"W
C20	31.42'	20.00'	90°00'00"	28.28'	N44°41'53"W
C21	31.42'	20.00'	90°00'00"	28.28'	S45°18'07"W
C22	31.42'	20.00'	90°00'00"	28.28'	S45°18'07"W
C23	18.85'	12.00'	90°00'00"	16.97'	S45°18'07"W
C24	31.42'	20.00'	90°00'00"	28.28'	S44°41'53"E
C25	31.42'	20.00'	90°00'00"	28.28'	S44°41'53"E
C26	18.85'	12.00'	90°00'00"	16.97'	S44°41'53"E
C27	7.85'	7.50'	60°00'00"	7.50'	S30°18'07"W
C28	8.90'	8.50'	60°00'00"	8.50'	N30°18'06"E
C29	8.90'	8.50'	60°00'00"	8.50'	N29°41'53"W
C30	15.71'	7.50'	120°00'00"	12.99'	S00°18'07"W
C31	8.90'	8.50'	60°00'00"	8.50'	N30°18'07"E
C32	8.90'	8.50'	60°00'00"	8.50'	N29°41'53"W
C33	7.85'	7.50'	60°00'00"	7.50'	S29°41'53"E
C34	31.42'	20.00'	90°00'00"	28.28'	S45°18'07"W
C35	31.42'	20.00'	90°00'00"	28.28'	S45°18'07"W
C36	18.85'	12.00'	90°00'00"	16.97'	S45°18'07"W
C37	31.42'	20.00'	90°00'00"	28.28'	S44°41'53"E
C38	31.42'	20.00'	90°00'00"	28.28'	S44°41'53"E
C39	18.85'	12.00'	90°00'00"	16.97'	S44°41'53"E
C40	5.05'	20.00'	14°28'39"	5.04'	N07°32'27"E
C41	5.16'	12.00'	24°37'28"	5.12'	N12°36'51"E



DETAIL "A"
SCALE: 1" = 10'

1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com

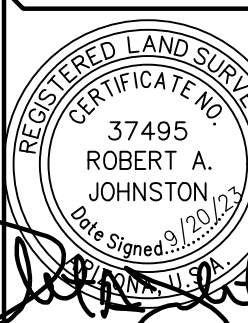


Project: "Ballpark Village - Phase 1A"
GOODYEAR, ARIZONA
Map of Dedication

Revisions:	

Call at least two full working days
before you begin construction.
ARIZONA
State of Arizona
In Maricopa County: (602)263-1109

Drawn by: A.G.
Reviewed by: R.J.



Job No: 20-1537
FP01
Sheet No. 2 of 2



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.

DATE:

AI#:

CASE #: 21-500-
00014



COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR FULTON HOMES AT BALLPARK VILLAGE.

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

OTHER PRESENTER(S): (If applicable)

SUMMARY:

Preliminary Plat for Fulton Homes at Ballpark Village subdividing approximately 164.92 gross acres into 796 lots and 87 tracts.

RECOMMENDATION:

1. Approve, subject to council's adoption of Ordinance 2023-1667 amending the zoning on the Property, the preliminary plat for Fulton Homes at Ballpark Village attached hereto, subdividing approximately 164.92 gross acres into 796 lots and 87 tracts, subject to the following stipulations (Christian M. Williams, Principal Planner).

STIPULATIONS:

1. Except as modified by the following stipulations and conditions of approval set forth herein, development of the Property shall be in compliance with the Fulton Homes at Ballpark Village PAD as Amended; and
2. The construction drawings for final plats subdividing all or part of the Property shall be consistent with the conceptual landscape plans submitted with the preliminary plat submittal documents, which include the following Streetscape Elements:
 - a) Planting strips in front of platted homes shall contain at minimum one (1) tree per lot. CC&Rs applicable to the Property shall require that the HOA formed for the Property will maintain the landscaping within this landscape planting strip. Those CC&Rs shall be provided to the city for initial review; and

- b) All driveways and sidewalks connecting the driveways to the front entrances of the homes on the R52, R50, and R45 platted lots will be constructed with decorative pavers; and
- 3. Fulton Homes will pre-plot/pre-determine the home elevation on every lot in the community to ensure the same elevations are never adjacent to, or across the street from one another; and
- 4. The following disclosures shall be included as notes on all final plats subdividing all or part of the Property, in all rental agreements for the rental of any unit within the Property, and in all Public Sales Report(s) for the Property:
 - a) The Property is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; and
 - 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, ballpark/sports complexes and the like; and
 - d) The Property is subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; and
 - e) Public roadways adjacent to the Property are subject to road closures and community events on adjacent public rights-of-way and open spaces; and
 - f) The Property is within close proximity of land intended for multi-story and high-density buildings which may include a variety of office, retail, commercial, hotel, multi-family and parking uses; and
- 5. All final plats subdividing all or part of the Property shall include the following note: Owner shall obtain from all initial homebuyers an executed acknowledgement that runs with the land in which the homebuyer acknowledges that the lot they are purchasing is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; 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; 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, ballpark/sports complexes and the like; subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; Public roadways adjacent to the Property are subject to road closures and community events on adjacent public rights-of-way and open spaces; is within close proximity of land intended for multi-

story and high-density buildings which may include a variety of office, retail, commercial, hotel, multi-family and parking uses; and

6. All final plats subdividing all or part of the Property shall include the following note: Owner who rents more than one residential unit within the Property shall obtain an executed acknowledgment from each tenant in which the tenant acknowledges that the residential unit they are renting is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; 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, ballpark/sports complexes and the like; subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; Public roadways adjacent to the Property are subject to road closures and community events on adjacent public rights-of-way and open spaces; is within close proximity of land intended for multi-story and high-density buildings which may include a variety of office, retail, commercial, hotel, multi-family and parking uses; and
7. All final plats subdividing all or part of the Property shall include the following note: Signage shall be posted within all sales offices and, if any, all rental office offices that the Property is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; 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, ballpark/sports complexes and the like; subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; Public roadways adjacent to the Property are subject to road closures and community events on adjacent public rights-of-way and open spaces; is within close proximity of land intended for multi-story and high-density buildings which may include a variety of office, retail, commercial, hotel, multi-family and parking uses; and
8. All final plats subdividing all or part of the Property shall include the following note: Signage shall be posted within all sales offices and, if any, all rental office offices identifying the location of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary. This display shall include a 24-inch x 36-inch map at the main entrance of such sales and rental offices and shall include the approximate locations of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary and all of the buildings on the Property; and
9. All final plats subdividing all or part of the Property shall include the following note: Signage shall be posted within all sales offices and, if any, all rental office offices identifying the location of the Phoenix Goodyear Airport: 65 Ldn and higher noise

contours, departure corridors, and vicinity boundary. This display shall include a 24-inch x 36-inch map at the main entrance of such sales and rental offices and shall include the approximate locations of the Phoenix Goodyear Airport: 65 Ldn and higher noise contours, departure corridors, and vicinity boundary and all of the buildings on the Property; and

10. Pursuant to stipulation 6 in Ordinance 2023-1567, Owner is responsible for constructing a trail within the section of the Bullard Wash property owned by the city adjacent to the eastern boundary of the Property (the "Ballpark Village Trail Segment") that meets the following requirements:
 - a) The trail will include a 10 to 12-foot unpaved compacted decomposed granite (DG) path in a location to be determined during the preliminary plat process that extends from the West Yuma Road sidewalk to the South Bullard Avenue sidewalk; and
 - b) Construction of the trail will be coordinated with the Parks and Recreation Department and the city will maintain the path once constructed after the warranty period is complete; and
 - c) Applicant shall build the Ballpark Village Trail Segment to the City's trail design standard unless otherwise approved by the Director of the City of Goodyear Parks and Recreation Department or his/her designee; and
 - d) Prior to the commencement of the segment of the Ballpark Village Trail Segment, the City and the Applicant shall mutually agree on indemnifications, licenses, and insurance requirements, which agreements shall not be unreasonably delayed, withheld, or denied; and

The landscape plans for the first final plat subdividing all or part of the Property that includes lots siding or backing up to the trail shall include plans for the Ballpark Village Trail Segment that comply with the foregoing requirements. The Ballpark Village Trail Segment shall be substantially completed, as determined by the City Engineer or his/her designee, prior to the issuance of any final certificate of occupancy for any homes on any lots siding or backing up to the trail.

11. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, the first final plat subdividing all or part of the Property shall include Tract T as reflected in the Preliminary Plat for Fulton Homes at Ballpark Village. Tract T is where "Park A" (the North Amenity Area) is to be developed. Unless alternative amenities are approved by the City of Goodyear Zoning Administrator at his/her sole discretion upon a determination that the alternatively proposed resident and recreational amenities are collectively of an equal or greater quality to those identified in the conceptual landscape plans submitted with this preliminary plat.

No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for any residential structures within the Property,

except for model homes, until the resident and recreational amenities and landscaping in Tract T, reflected in the conceptual landscape plans submitted with this preliminary plat, have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

12. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, Tract CCC as reflected in the Preliminary Plat for Fulton Homes at Ballpark Village, where "Park B" (the Central Amenity Area) is to be developed, shall be included in the first recorded final plat subdividing all or part of the Property that includes the 351st residential lot within the Property.

No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for more than 350 residential structures within the Property, except for Model Homes, until the resident and recreational amenities and landscaping in Tract CCC, reflected in the conceptual landscape plans submitted with this preliminary plat, have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

13. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, Tract AAAA, as reflected in the Preliminary Plat for Fulton Homes at Ballpark Village, where "Park C" (the South Amenity Area) is to be developed shall be included in the first recorded final plat subdividing all or part of the Property that includes the 601st residential lot within the Property.

No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for more than 600 residential structures within the Property, except for Model Homes, until the resident and recreational amenities and landscaping in Tract AAAA, reflected in the conceptual landscape plans submitted with this preliminary plat, have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

14. Prior to the recordation of the first final plat subdividing all or part of the Property, Owner shall form a Homeowners' Association ("HOA") for the Property, with said HOA owning and maintaining all private open space areas; common areas, and all amenities and enhancements described above and in the Fulton Homes at Ballpark Village PAD, except that the HOA shall not own, any of the enhancements or amenities located within right-of-way conveyed to the City of Goodyear in fee, but shall be responsible for maintaining such amenities and enhancements. With respect to the paths and trails the HOA is responsible for maintaining, the HOA shall ensure that they are cleared, visible, and safely accessible to all users. The HOA shall also be responsible for maintaining all landscaping within street right-of-way within or abutting the Property except for landscaping within medians located within any arterial street. A note shall be placed on each final plat indicating HOA

ownership and/or maintenance responsibilities of these private tracts and public rights-of-way landscaping; and

15. The Ballpark Village Gateway monument/mural reflected in the conceptual landscape plans submitted with the preliminary plat shall be constructed prior to the issuance of any Certificate of Completion for any residential structures within the Property, except for model homes. The Ballpark Village Gateway monument/mural shall be reviewed by Planning and Zoning staff/approved prior to construction; and
16. The placement, design, construction and maintenance of all walls and fencing within the subdivision shall be in accordance with Article 5-2 (Walls, Fences) of the city of Goodyear Zoning Ordinance. Perimeter walls and fences along an arterial and collector streets, Primary Walls, Secondary Walls and Partial View Walls (as shown in Exhibit 6 of the PAD) shall have a maximum height of eight feet. All other walls and fences shall have a maximum height of six feet. Retaining walls, if constructed, shall be included in the calculation for maximum height; and
17. An emergency access easement shall be dedicated to the City of Goodyear, from Estrella Parkway to 154th Lane, as shown on the approved Phasing Plan, with the Final Plat for Phase 1B; and
18. Temporary drainage basins, with easements to be dedicated by separate instruments, shall be provided in accordance with the approved Phasing Plan; and
19. Owner shall apply for right-of-way abandonment of existing Goodyear Boulevard Right of Way and a termination of the existing public utilities easement for the portion of Goodyear Boulevard that will be abandoned with Phase 1B, as shown on the approved Phasing Plan. The abandonment shall occur prior to any building permit issuance for Phase 1B; and
20. A sidewalk ramp/connection shall be provided for the bike lane transition at the south side of the existing concrete along Bullard for the Bullard Wash low flow crossing; and
21. The Property Owner ("Owner"), if they own them, 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
22. Owner shall coordinate directly with the owner (irrigation district/private owner) of existing irrigation facilities on the Property that need to be modified and/or removed to accommodate the development of the Property and Owner shall be responsible, at Owner's sole cost, for obtaining terminations of easement rights if needed and for removing, relocating, and modifying existing irrigation facilities as required by the

City for the development of the Property and/or by the owner of the existing irrigation facilities; and

23. Owner shall submit to the City for review and approval and subsequently to FEMA for review and approval, a Conditional Letter of Map Revision (CLOMR) study prior to issuance of the first construction permit for the development of any part of the Property within the Flood Plain. A CLOMR shall be submitted to and approved by the City Engineer or his/her designee prior to issuance of any construction permits within the floodplain, unless a CLOMR is not required as determined by the City Engineer or his/her designee; and
24. Owner shall, at no cost to the city, design and construct full half-street improvements for south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property required for a Scenic Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of $\frac{1}{2}$ the median and $\frac{1}{2}$ median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Yuma Road Improvements"). If the Yuma Road Improvements have been completed or are being completed by the others when development occurs on the Property, Owner shall, remit a reimbursement payment for the costs incurred in the design and construction of the Yuma Road Improvements or the City Engineer's estimated costs of the Yuma Road Improvements if not completed (the "Yuma Road Cost Recovery Payment"). If owed, the Yuma Road Cost Recovery Payment shall be paid prior to or concurrent with the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for any work on the Property, whichever is earlier. Otherwise, the Yuma Road Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council; and
25. Upon the request of the City Engineer or his/her designee, Owner shall construct a full median with full median landscaping within the section of W. Yuma Road along or adjacent to the frontage of the Property subject to the City's agreement to reimburse Owner for 50% of the cost of constructing the full median with full median landscaping. Unless Owner constructs the full median with full median landscaping as provided herein, Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Yuma Road along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and

26. Owner shall, at no cost to the city, design and construct full half-street improvements for north-half of the section of W. Lower Buckeye Parkway along or adjacent to the frontage of the Property required 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, bike lane, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the “Lower Buckeye Improvements”). If the Lower Buckeye Improvements have been completed or are being completed by the others when development occurs on the Property, Owner shall, remit a cost recovery reimbursement payment for the costs incurred in the design and construction of the Lower Buckeye Improvements or the City Engineer’s estimated costs of the Lower Buckeye Improvements if not completed (the “Lower Buckeye Cost Recovery Payment”). If owed, the Lower Buckeye Cost Recovery Payment shall be paid prior to or concurrent with the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for any work on the Property, whichever is earlier. Otherwise, the Lower Buckeye Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council; and
27. Owner shall dedicate, at no cost to the city a Public Utility Easement (PUE) along W. Lower Buckeye Road to meet the standard 10-ft PUE with the Final Plat adjacent to W. Lower Buckeye Road. The PUE shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances; and
28. Owner shall dedicate, at no cost to the City, additional a Public Utility Easement (PUE) along S. Bullard Avenue to meet the standard 10-ft PUE with the Final Plat adjacent to S. Bullard Avenue. The PUE shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances; and
29. Upon the request of the City Engineer or his/her designee, Owner shall construct a full median with full median landscaping within the section of W. Lower Buckeye Road along or adjacent to the frontage of the Property subject to the City’s agreement to reimburse Owner for 50% of the cost of constructing the full median with full median landscaping. Unless Owner constructs the full median with full median landscaping as provided herein, Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Lower Buckeye Parkway along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee. The in-lieu

payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and

30. Owner shall design and construct full half-street improvements required for a modified Major Arterial Road for the west half of S. Bullard Avenue within the existing S. Bullard Avenue alignment along the frontage of the Property as determined by the City Engineer or his/her designee and which may include but are not limited to: paving consisting of a minimum 5.5-foot bike lane and two 12-foot travel lanes; curb and gutter; sidewalks, which may vary in size if a transition from a bike lane is required, street frontage landscape and landscape irrigation; and street lighting (the "Bullard Avenue Improvements"); and
31. Unless Owner constructs a full median within the section of S. Bullard Avenue along or adjacent to the frontage of the Property, Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of S. Bullard Avenue along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and
32. Owner shall design and construct sidewalk improvements along the west half of S. Bullard Avenue along the frontage of the Property and within the existing S. Bullard Avenue right-of-way to the north of the Property (approximately 60 feet) to connect to the existing sidewalk; and
33. Except as otherwise provided in these stipulations, Owner is responsible for a proportionate share of the costs of full traffic signals at the intersections identified below. Owner shall make an in-lieu payment for the cost of traffic signal infrastructure at intersections adjacent to the Property. The in-lieu payment shall be made prior to the recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any construction permits for work within the Property, whichever is earlier, unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council. 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. The Property Owner's traffic signal obligations include, but may not be limited to:
 - a) One third (1/3) of the cost of the full traffic signal (three legs) at W. Lower Buckeye Parkway and S. Bullard Avenue; and
 - b) 50% of the cost of the full traffic signal (four legs) at W. Yuma Road and S.

- Goodyear Boulevard East; and
- c) 25% of a full traffic signal (four legs) at W. Lower Buckeye Parkway and S. Wood Boulevard; and
34. If any of the traffic signals identified above are identified in a Traffic Impact Analysis approved by the City Engineer as being warranted by the development of the Property, then upon the request of the City Engineer or his/her designee, Owner shall construct such full traffic signal(s) subject to reimbursement by the city for the proportionate share of the cost of the signal for which others are responsible (i.e. 2/3 the cost of the signal at W. Lower Buckeye Parkway and S. Bullard Avenue; and 3/4 of the cost of the full traffic signals at the intersection of W. Lower Buckeye Parkway and S. Wood Boulevard and 1/2 of the cost of the intersection of W. Yuma Road and S. Goodyear Boulevard East). The reimbursements provided for herein are subject to compliance with the requirements of title 34 of the Arizona Revised Statutes governing the use of public funds for the construction or payment of public infrastructure; and
35. Owner shall relocate or replace existing traffic signal improvements (the existing pole and mast arm) to their ultimate locations at the southeast corner of the intersection of S. Estrella Parkway and W. Yuma Road and any necessary modifications to mast arm, pedestrian push button poles, ADA ramps, or other improvements impacted by widening of W. Yuma Road and S. Estrella Parkway to their ultimate configurations; and
36. Unless Owner constructs a bridge or culvert over Bullard Wash on W. Yuma Road pursuant to the terms of a development agreement with the City, Owner shall pay an in-lieu payment representing 25% of the full cost of the Yuma Road Bridge. The in-lieu payment required herein shall be paid prior to the issuance of the first civil construction permit for any work within the Property. The in-lieu payment shall be based on the actual cost of the Yuma Road Bridge if it has been constructed by others, or if the payment is required before the Yuma Road Bridge has been constructed, it shall be based on the estimated cost of the Yuma Road Bridge as determined by the City Engineer or designee. Yuma Road Bridge is defined as a bridge or a culvert crossing over Bullard Wash on Yuma Road that can convey up to the 100-year peak flow under Yuma Road, that is designed to meet the minimum City standards applicable to such structures and the drainage standards in effect at the time of development; and
37. 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

38. 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.

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 April 18, 2022 the City Council adopted Ordinance No. 2022-1535 approving the rezoning for Fulton Homes at Ballpark Village which designated the parcels for residential uses. Concurrent with the presentation of this Preliminary Plat, an application to amend the current PAD amendment to amend the rear setbacks for the R45 lot size, create a minimum size requirement for the aquatic center pool and pool deck and add additional amenities to the Bullard Wash Trail. The proposed Preliminary Plat is in conformance with

the requirements of both the existing zoning and the amended rezoning request.

STAFF ANALYSIS:

Current Policy:

Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. The required reports and studies submitted in connection with the application for the preliminary plat have been approved and demonstrate compliance with applicable subdivision regulations and design principals and the proposed preliminary plat demonstrates compliance with the property's zoning, public objectives, subdivision design principles and standards, and streets and thoroughfare planning, including open space requirements. An approved preliminary plat shall expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the Property or an extension has been obtained.

Details of the Request:

Preliminary Plat for Fulton Homes at Ballpark Village subdividing approximately 164.92 gross acres into 796 lots and 87 tracts. There will be 244 R35 sized lots, 258 R45 sized lots, 154 R52 sized lots and 140 sized R50 lots. The preliminary plat also contemplates 3 tracts devoted to the centralized amenities including a north park that contains an aquatic center.

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

North – Centerra single-family and multi-family community and vacant City Center NE;

South – Goodyear Ballpark and vacant industrially zoned land currently being farmed;

East – Bullard Wash and vacant land zoned multi-family and industrial;

West – Vacant City Center SW;

Luke Air Force Base:

The property does not fall within the Luke Air Force Base Accident Potential Zone or the DNL. However, the subject property is located within the vicinity of a military airport. Given the location of the property and its distance from Luke Airforce Base, base operations will not be adversely impacted by this development. Stipulations have been added to the ordinance to address any impacts related to noise and notification to future residents.

Phoenix-Goodyear Airport:

The subject property is located to the northwest of the Phoenix-Goodyear Airport. The property does not fall within the Phoenix-Goodyear Airport DNL but is located within the traffic pattern airspace for the airport. Stipulations have been added to the ordinance to address any impacts related to noise and notification to future residents.

Fire Department:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
Fire Station #184	2.37	1.19	4.14	2.07	Fire Station #181	5.88	2.94	7.65	3.82

Police Department:

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.

Water/Wastewater:

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

Streets/Transportation:

The property will be accessed via private streets/driveways within the development that will gain access to Yuma Road and Lower Buckeye Parkway. The Engineering Department has created stipulations to address traffic requirements applicable to this development; specifically, Yuma Road will be widened and improved, Estrella Parkway will be widened and improved and a bridge or culvert will be built over Bullard Wash.

School Districts:

The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. Both school districts have been notified of the initial rezoning request and this subsequent amendment request. To date, no objection has been received from the school districts.

Staff Findings:

The preliminary plat is consistent with the development standards established within the Fulton Homes at Ballpark Village Planned Area Development. The preliminary plat is consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plat by a vote of (6-0) at their regular meeting on January 11, 2023.

ATTACHMENTS:

1. Aerial Photo
2. Preliminary Plat
3. Conceptual Landscape Plan

ITEM #: 5.
DATE: 10/07/2024
AI #:2251



CITY COUNCIL ACTION REPORT

**SUBJECT: FINAL PLAT FOR GSQ REGIONAL CENTER- PHASE 1 WEST
GOODYEAR WAY**

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

OTHER PRESENTER(S):

Krista Zinser, CVL Consultants

SUMMARY

A Final Plat to replat six lots, a portion of a seventh lot, and one tract into nine lots and one tract comprising a total of 122.024 acres located at the northwest corner of the intersection of North Bullard Avenue and West McDowell Road.

STRATEGIC PLAN ALIGNMENT



Economic
Vitality



INFRASTRUCTURE

RECOMMENDATION

Conditionally approve the Final Plat for Goodyear Regional Center, to replat six lots, a portion of a seventh lot, and one tract into nine lots and one tract comprising a total of 122.024 acres, 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; and
2. Prior to recordation of the Final Plat, Owner shall submit a current title commitment for the property and shall modify this plat to reflect the current ownership and current lender, including on the final plat a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the Property being platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the persons executing this final plat are authorized to do so; and

3. Prior to recordation of the Final Plat, Owner shall revise the dedication section with the current ownership name of the Final Plat and to include the revisions reflected in the Dedication Statement attached as an exhibit to this CAR; and

4. Prior to recordation of the Final Plat, Owner shall make the following changes to the City of Goodyear General Notes for Final Plat, located on Sheet 2 of 5; and

a. Note D. Replace the first paragraph of Note D with the following: Public improvements constructed within the Public Access and Utility Easements conveyed to the City in this final plat shall be maintained by the owner of the property within which the easements are located or a property owner's association as reflected in the dedication of the Public Access and Utility Easements herein. Public Improvements made within the streets conveyed to the City in fee in this final plat that will be maintained by the City shall be clearly identified on the approved plans. The public 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. All public improvements are subject to the requirements set forth in clauses 1-3 below. (rest of this note (1-3) can remain as is.); and

b. Note G. Replace Note G with the following: Facilities associated with storm water management constructed within Public Access and Utility Easements conveyed to the City in this final plat shall be maintained by the owner of the property within which the easements are located or a property owner's association as reflected in the dedication of the Public Access and Utility Easements herein. In addition, each owner of property subject to this final plat shall be responsible for the proper maintenance and repair of all other facilities associated with stormwater management constructed on such owner's property; and

c. Note J. Delete the following language at the end of this note: "or as otherwise later agreed upon by the City"; and

d. Note K. Delete this note; and

e. Note L. Replace Note L with the following: Public improvements constructed within the Exclusive Public Access and Utility Easements and the Exclusive Public Utility and Sidewalk Easements conveyed to the City in this final plat shall be maintained by the owners of the property within which the easements are located or a property owner's association as reflected in the dedications of the Exclusive Public Access and Utility Easements and Exclusive Public Utility and Sidewalk Easements herein; and

f. Note M. Delete this note; and

5. Prior to recordation of the Final Plat, Owner shall (i) form a Property Owner's Association ("POA"); (ii) adopt and record CC&Rs that provide for the POA's maintenance of the public improvements and storm water facilities located within the Public Access and Utility Easements and the public sidewalks constructed within the Public Utility and Sidewalk Easements, which CC&Rs are subject to approval by the City Attorney or his designee, and (iii) modify the Final Plat to include language pursuant to which the POA agrees to accept responsibility for maintaining the public improvements and storm water facilities located within the Public Access and Utility Easements and the public sidewalks constructed within the Public Utility and Sidewalk Easements.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

On February 27, 2023, the Property was rezoned from Planned Area Development (PAD) to a PAD entitled GSQ Regional Center by Ordinance No. 2023-1561. The Supplemental Design Guidelines for GSQ Regional Center were administratively approved by the Development Plan Review team on August 16, 2023.

Per Section 15-2-3(C)(2) of the City of Goodyear Subdivision Ordinance, this project does not require a Preliminary Plat since it involves ten or fewer lots.

STAFF ANALYSIS

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

Attachments

Final Plat

Aerial Exhibit

Dedication Statement

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT RG LAND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY (HEREINAFTER "RGLP"), AND GLOBE CORPORATION, AN ILLINOIS CORPORATION (HEREINAFTER "GLOBE"), COLLECTIVELY OWN THE PROPERTY SUBJECT TO THIS FINAL PLAT GOODYEAR REGIONAL CENTER, A REPLAT OF LOTS 3, 4, 5, 6 AND 8 OF THE FINAL PLAT FOR "ESTRELLA FALLS REGIONAL SHOPPING CENTER" AS RECORDED IN BOOK 996 PAGE 38, RECORDS OF MARICOPA COUNTY, AS WELL AS TRACT A AND LOT 10 OF THE FINAL PLAT "A REPLAT OF LOT 9 OF ESTRELLA FALLS SHOPPING CENTER" AS RECORDED IN BOOK 1291, PAGE 7, RECORDS OF MARICOPA COUNTY, AND LOT 9 OF A "REPLAT OF A REPLAT OF LOT 9", AS RECORDED IN BOOK 1447, PAGE 10, RECORDS OF MARICOPA COUNTY, AS ADJUSTED BY THE LOT LINE ADJUSTMENT RECORD OF SURVEY AS RECORDED IN BOOK 1651, PAGE 41, RECORDS OF MARICOPA COUNTY, AND HAVE SUBDIVIDED UNDER THE NAME OF "GOODYEAR REGIONAL CENTER" A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON (THE "SUBJECT PROPERTY"). RGLP AND GLOBE HEREBY DECLARE THAT SAID FINAL PLAT GOODYEAR REGIONAL CENTER SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH, RESPECTIVELY, ON SAID FINAL PLAT GOODYEAR REGIONAL CENTER.

RGLP HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION (HEREINAFTER "THE CITY"), IN FEE, THE STREETS DESIGNATED AS "R/W DHO" SHOWN ON THIS FINAL PLAT GOODYEAR REGIONAL CENTER AND INCLUDED WITHIN THE RGLP PROPERTY AS DESCRIBED HEREIN. GLOBE HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY IN FEE THE STREETS DESIGNATED AS "R/W DHO" SHOWN ON THIS FINAL PLAT GOODYEAR REGIONAL CENTER AND INCLUDED WITHIN THE GLOBE PROPERTY AS DESCRIBED HEREIN.

FOR THE PURPOSES DESCRIBED HEREIN AND SUBJECT TO THE TERMS AND CONDITIONS HEREIN, RGLP HEREBY DEDICATES TO THE CITY EXCLUSIVE PUBLIC ACCESS AND UTILITY EASEMENTS UPON, OVER, ACROSS, AND UNDER ALL AREAS IN THIS FINAL PLAT GOODYEAR REGIONAL CENTER DESIGNATED AS "P.A.U.E. DHO" AND INCLUDED WITHIN THE RGLP PROPERTY AS DESCRIBED HEREIN, AND GLOBE HEREBY DEDICATES TO THE CITY EXCLUSIVE PUBLIC ACCESS AND UTILITY EASEMENTS UPON, OVER, ACROSS, AND UNDER ALL AREAS IN THIS FINAL PLAT GOODYEAR REGIONAL CENTER DESIGNATED AS "P.A.U.E. DHO" AND INCLUDED WITHIN THE GLOBE PROPERTY AS DESCRIBED HEREIN. THE PURPOSES OF THE PUBLIC ACCESS AND UTILITY EASEMENTS GRANTED IN THIS PARAGRAPH ARE AS FOLLOWS: THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF PUBLIC STREETS BY THE CITY AND ITS PERMITTEES; THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF PUBLIC SIDEWALKS BY THE CITY AND ITS PERMITTEES; THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF STORM WATER AND DRAINAGE IMPROVEMENTS BY THE CITY AND ITS PERMITTEES; THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF PUBLIC UTILITIES BY THE CITY AND ITS PERMITTEES WITHIN SUCH EASEMENT AREAS AS DESIGNATED BY THE CITY; INGRESS AND EGRESS BY THE PUBLIC, INCLUDING EMERGENCY SERVICE PROVIDERS, OVER SUCH PUBLIC STREETS UPON THEIR COMPLETION AND ACCEPTANCE BY THE CITY SUBJECT TO THE COMPLETION OF THE TWO-YEAR WARRANTY PERIOD; PEDESTRIAN TRAVEL BY THE CITY SUBJECT TO THE COMPLETION OF THE TWO-YEAR WARRANTY PERIOD; AND ACCESS BY THE CITY AND ITS PERMITTEES AS NEEDED IN FURTHERANCE OF THE FOREGOING. THE DESIGN AND CONSTRUCTION OF SUCH PUBLIC STREETS AND SIDEWALKS CONSTRUCTED WITHIN THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS SHALL BE IN ACCORDANCE WITH THE SUPPLEMENTARY DESIGN GUIDELINES FOR GSQ REGIONAL CENTER DATED AUGUST 2023 APPROVED BY THE CITY ON AUGUST 16, 2023, A COPY OF WHICH IS ON FILE WITH THE CITY. EACH FEE OWNER OF A PORTION OF THE SUBJECT PROPERTY UPON WHICH THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS ARE LOCATED (EACH A "RESPONSIBLE OWNER") SHALL BE RESPONSIBLE FOR CONSTRUCTING, MAINTAINING IN GOOD CONDITION, REPAIRING AND REPLACING ALL PUBLIC STREETS, PUBLIC SIDEWALKS, AND ALL STORM WATER AND DRAINAGE IMPROVEMENTS CONSTRUCTED WITHIN THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS LOCATED WITHIN SUCH FEE OWNER'S PROPERTY (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 DESIGNERS REASONABLY DETERMINES THAT THE APPLICABLE RESPONSIBLE OWNER HAS FAILED TO PERFORM ITS APPLICABLE MAINTENANCE WORK, UPON AT LEAST FIFTEEN DAYS' PRIOR NOTICE TO THE APPLICABLE RESPONSIBLE OWNER AND SUCH RESPONSIBLE OWNER'S FAILURE TO CURE SAME WITHIN SUCH 15-DAY PERIOD (PROVIDED, HOWEVER, NO PRIOR NOTICE FROM THE CITY OR CURE PERIOD WILL BE REQUIRED IF THERE IS AN EMERGENCY REQUIRING IMMEDIATE REPAIRS AS DETERMINED BY THE CITY ENGINEER AND/OR ANY OF THE CITY ENGINEER'S DESIGNERS), THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT THE APPLICABLE RESPONSIBLE OWNER'S EXPENSE. THE APPLICABLE RESPONSIBLE OWNER SHALL REIMBURSE THE CITY FOR ALL REASONABLE COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK FOR WHICH SUCH APPLICABLE RESPONSIBLE OWNER IS RESPONSIBLE, AND SUCH APPLICABLE RESPONSIBLE OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AGAINST ALL CLAIMS ARISING FROM OR RELATED TO SUCH APPLICABLE RESPONSIBLE OWNER'S FAILURE TO PERFORM ITS REQUIRED MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. RGLP, ON BEHALF OF ITSELF AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE RGLP PROPERTY DESCRIBED HEREIN, RESERVES THE RIGHT TO USE THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS FOR USES THAT ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS BY THE CITY. GLOBE, ON BEHALF OF ITSELF AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE GLOBE PROPERTY DESCRIBED HEREIN, RESERVES THE RIGHT TO USE THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS FOR USES THAT ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS BY THE CITY. IN ADDITION, THE CITY HAS THE RIGHT TO, AND MAY, APPROVE AND CONSENT TO ADDITIONAL REASONABLE EASEMENTS TO BE GRANTED BY RGLP AND/OR GLOBE OVER THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS TO FACILITATE THE DEVELOPMENT AND USE OF THE SUBJECT PROPERTY, SO LONG AS THE USES OF SUCH ADDITIONAL EASEMENTS ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS BY THE CITY. THE PUBLIC ACCESS AND UTILITY EASEMENTS DEDICATED IN THIS PARAGRAPH RUN WITH THE LAND AND ARE BINDING UPON GLOBE AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE GLOBE PROPERTY DESCRIBED HEREIN AND UPON RGLP AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE RGLP PROPERTY DESCRIBED HEREIN.

FOR THE PURPOSES DESCRIBED HEREIN AND SUBJECT TO THE TERMS AND CONDITIONS HEREIN, RGLP HEREBY DEDICATES TO THE CITY EXCLUSIVE PUBLIC UTILITY AND SIDEWALK EASEMENTS UPON, OVER, ACROSS, AND UNDER ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "P.U.S.E. DHO" AND INCLUDED WITHIN THE RGLP PROPERTY AS DESCRIBED HEREIN, AND GLOBE HEREBY DEDICATES TO THE CITY EXCLUSIVE PUBLIC UTILITY AND SIDEWALK EASEMENTS UPON, OVER, ACROSS, AND UNDER ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "P.U.S.E. DHO" AND INCLUDED WITHIN THE GLOBE PROPERTY AS DESCRIBED HEREIN. THE PURPOSES OF THE PUBLIC UTILITY AND SIDEWALK EASEMENTS GRANTED IN THIS PARAGRAPH ARE AS FOLLOWS: THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF PUBLIC SIDEWALKS BY THE CITY AND ITS PERMITTEES; THE INSTALLATION BY THE CITY AND ITS PERMITTEES OF PUBLIC UTILITIES, WHICH DOES NOT INCLUDE STORM WATER AND DRAINAGE FACILITIES, WITHIN SUCH EASEMENT AREAS AS DESIGNATED BY THE CITY; PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER SUCH PUBLIC SIDEWALKS UPON THEIR COMPLETION AND ACCEPTANCE BY THE CITY SUBJECT TO THE COMPLETION OF THE TWO-YEAR WARRANTY PERIOD; AND ACCESS BY THE CITY AND ITS PERMITTEES AS NEEDED IN FURTHERANCE OF THE FOREGOING. THE DESIGN AND CONSTRUCTION OF SUCH PUBLIC SIDEWALKS CONSTRUCTED WITHIN THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS SHALL BE IN ACCORDANCE WITH THE SUPPLEMENTARY DESIGN GUIDELINES FOR GSQ REGIONAL CENTER DATED AUGUST 2023 APPROVED BY THE CITY ON AUGUST 16, 2023, A COPY OF WHICH IS ON FILE WITH THE CITY. EACH FEE OWNER OF A PORTION OF THE SUBJECT PROPERTY UPON WHICH THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS ARE LOCATED (EACH A "RESPONSIBLE OWNER") SHALL BE RESPONSIBLE FOR CONSTRUCTING, MAINTAINING IN GOOD CONDITION, REPAIRING AND REPLACING ALL PUBLIC SIDEWALKS WITHIN SUCH FEE OWNER'S PROPERTY (THE "SIDEWALKS MAINTENANCE WORK"). THE CITY IS NOT OBLIGATED TO PERFORM THE SIDEWALKS MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNERS REASONABLY DETERMINES THAT THE APPLICABLE RESPONSIBLE OWNER HAS FAILED TO PERFORM ITS APPLICABLE SIDEWALKS MAINTENANCE WORK, UPON AT LEAST FIFTEEN DAYS' PRIOR NOTICE TO THE APPLICABLE RESPONSIBLE OWNER, AND SUCH RESPONSIBLE OWNER'S FAILURE TO CURE SAME WITHIN

FINAL PLAT
GOODYEAR REGIONAL CENTER

A REPLAT OF LOTS 3, 4, 5, 6 AND 8 OF THE FINAL PLAT FOR "ESTRELLA FALLS REGIONAL SHOPPING CENTER" AS RECORDED IN BOOK 996 PAGE 38, RECORDS OF MARICOPA COUNTY, AS WELL AS TRACT A AND LOT 10 OF THE FINAL PLAT "A REPLAT OF LOT 9 OF ESTRELLA FALLS SHOPPING CENTER" AS RECORDED IN BOOK 1291, PAGE 7, RECORDS OF MARICOPA COUNTY, AND A PORTION OF LOT 9 OF A "REPLAT OF A REPLAT OF LOT 9", AS RECORDED IN BOOK 1447, PAGE 10, RECORDS OF MARICOPA COUNTY AS ADJUSTED BY THE LOT LINE ADJUSTMENT RECORD OF SURVEY AS RECORDED IN BOOK 1651, PAGE 41, RECORDS OF MARICOPA COUNTY BEING SITUATED IN A PORTION OF LAND LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION (CONT.)

SUCH 15-DAY PERIOD (PROVIDED, HOWEVER, NO PRIOR NOTICE FROM THE CITY OR CURE PERIOD WILL BE REQUIRED IF THERE IS AN EMERGENCY REQUIRING IMMEDIATE REPAIRS AS DETERMINED BY THE CITY ENGINEER AND/OR ANY OF THE CITY ENGINEER'S DESIGNERS), THE CITY MAY UNDERTAKE SUCH SIDEWALKS MAINTENANCE WORK AT THE APPLICABLE RESPONSIBLE OWNER'S EXPENSE. THE APPLICABLE RESPONSIBLE OWNER SHALL REIMBURSE THE CITY FOR ALL REASONABLE COSTS THE CITY INCURS IN PERFORMING ANY SIDEWALKS MAINTENANCE WORK FOR WHICH SUCH APPLICABLE RESPONSIBLE OWNER IS RESPONSIBLE, AND SUCH APPLICABLE RESPONSIBLE OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AGAINST ALL CLAIMS ARISING FROM OR RELATED TO SUCH APPLICABLE RESPONSIBLE OWNER'S FAILURE TO PERFORM ITS REQUIRED SIDEWALKS MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. RGLP, ON BEHALF OF ITSELF AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE RGLP PROPERTY DESCRIBED HEREIN, RESERVES THE RIGHT TO USE THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS FOR USES THAT ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS BY THE CITY. GLOBE, ON BEHALF OF ITSELF AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE GLOBE PROPERTY DESCRIBED HEREIN, RESERVES THE RIGHT TO USE THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS FOR USES THAT ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS BY THE CITY. IN ADDITION, THE CITY HAS THE RIGHT TO, AND MAY, APPROVE AND CONSENT TO ADDITIONAL REASONABLE EASEMENTS TO BE GRANTED BY RGLP AND/OR GLOBE OVER THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS TO FACILITATE THE DEVELOPMENT AND USE OF THE SUBJECT PROPERTY, SO LONG AS THE USES OF SUCH ADDITIONAL EASEMENTS ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS BY THE CITY. THE PUBLIC UTILITY AND SIDEWALK EASEMENTS DEDICATED IN THIS PARAGRAPH RUN WITH THE LAND AND ARE BINDING UPON GLOBE AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE GLOBE PROPERTY DESCRIBED HEREIN AND UPON RGLP AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE RGLP PROPERTY DESCRIBED HEREIN.

FOR THE AVOIDANCE OF DOUBT, BY ACCEPTANCE OF THE RECORDATION OF THIS FINAL PLAT GOODYEAR REGIONAL CENTER, THE CITY CONFIRMS THAT EACH OF RGLP AND GLOBE ARE DEEMED TO BE PERMITTEES TO THE EXTENT THAT RGLP AND/OR GLOBE DESIRE TO EXERCISE ANY RIGHTS GRANTED IN THIS FINAL PLAT GOODYEAR REGIONAL CENTER TO PERMITTEES OF THE CITY. IN ADDITION, IF A PROPERTY OWNER'S ASSOCIATION MADE UP OF AT LEAST ALL OF THE PROPERTY OWNERS OWNING THE SUBJECT PROPERTY IS ESTABLISHED WHICH ASSUMES THE OBLIGATIONS OF THE APPLICABLE RESPONSIBLE OWNERS FOR THE OBLIGATIONS (INCLUDING ANY INDEMNITY, DEFENSE AND/OR HOLD HARMLESS OBLIGATIONS) SET FORTH IN THIS DEDICATION STATEMENT, THEN UPON NOTICE TO THE CITY OF SUCH ESTABLISHMENT AND ASSUMPTION, THE CITY AGREES THEREAFTER TO FIRST PURSUE SUCH PROPERTY OWNER'S ASSOCIATION IF THERE IS A DEFAULT IN OR BREACH OF SUCH ASSUMED OBLIGATIONS; IN SUCH EVENT, THE CITY WILL PROVIDE SUCH PROPERTY OWNER'S ASSOCIATION AND ANY APPLICABLE PROPERTY OWNER NOTICE OF ANY SUCH DEFAULT OR BREACH AND AT LEAST FIFTEEN DAYS TO CURE SUCH DEFAULT OR BREACH (PROVIDED, HOWEVER, NO PRIOR NOTICE FROM THE CITY OR CURE PERIOD WILL BE REQUIRED IF THERE IS AN EMERGENCY REQUIRING IMMEDIATE REPAIRS AS DETERMINED BY THE CITY ENGINEER AND/OR ANY OF THE CITY ENGINEER'S DESIGNERS). FAILING SUCH TIMELY CURE BY THE ASSOCIATION, THE CITY SHALL HAVE THE RIGHT TO PURSUE BOTH THE PROPERTY OWNER'S ASSOCIATION AND THE APPLICABLE PROPERTY OWNER(S) FOR SUCH DEFAULT OR BREACH.

RG LAND PARTNERS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
BY: GOODYEAR PRINCIPALS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS: MANAGING MEMBER

BY: _____
NAME: MICHAEL L. EBERT
ITS: MANAGER

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ON THIS, THE _____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED MICHAEL L. EBERT, THE MANAGER OF GOODYEAR PRINCIPALS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A MANAGING MEMBER OF RG LAND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO ACKNOWLEDGED HIMSELF TO BE THE DULY AUTHORIZED AGENT TO EXECUTE THIS DOCUMENT ON BEHALF OF RG LAND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS SUCH AUTHORIZED AGENT, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____ DATE

DEDICATION (CONT.)

GLOBE CORPORATION, AN ILLINOIS CORPORATION WARRANTS AND COVENANTS TO THE CITY OF GOODYEAR, THAT IT IS LAWFULLY SEIZED AND POSSESSED OF THE GLOBE PROPERTY DESCRIBED HEREIN; THAT IT HAS A GOOD AND LAWFUL RIGHT TO MAKE THE CONVEYANCE DESCRIBED HEREIN; AND THAT THE CITY OF GOODYEAR SHALL HAVE TITLE AND QUIET POSSESSION AGAINST THE CLAIMS OF ALL PERSONS WITH RESPECT TO THE PROPERTY BEING CONVEYED HEREIN. THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF A GLOBE CORPORATION WARRANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO BIND GLOBE CORPORATION, AN ILLINOIS CORPORATION HAVE JOINED IN THIS DOCUMENT. THIS DOCUMENT RUNS WITH THE LAND IN FAVOR OF THE CITY OF GOODYEAR'S SUCCESSORS AND ASSIGNS.

GLOBE CORPORATION,
AN ILLINOIS CORPORATION

BY: _____
NAME: GEORGE F. GETZ
ITS: PRESIDENT

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ON THIS, THE _____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED GEORGE F. GETZ, THE PRESIDENT OF GLOBE CORPORATION, AN ILLINOIS CORPORATION, WHO ACKNOWLEDGED HIMSELF TO BE THE DULY AUTHORIZED AGENT TO EXECUTE THIS DOCUMENT ON BEHALF OF GLOBE CORPORATION, AN ILLINOIS CORPORATION, AND ACKNOWLEDGED THAT HE, AS SUCH AUTHORIZED AGENT, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____ DATE

OWNERSHIP:

RG LAND PARTNERS, LLC

LOTS 3, 4, 5, 6 AND 8 OF ESTRELLA FALLS REGIONAL SHOPPING CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 996 OF MAPS, PAGE 38.

LOT 9, REPLAT OF A REPLAT OF LOT 9 OF ESTRELLA FALLS REGIONAL SHOPPING CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1447 OF MAPS, PAGE 10.

GLOBE CORPORATION

LOT 10 AND TRACT A, OF REPLAT OF LOT 9 OF ESTRELLA FALLS REGIONAL SHOPPING CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1291 OF MAPS, PAGE 7.

CERTIFICATE OF ASSURED WATER SUPPLY:

THIS DEVELOPMENT IS LOCATED WITHIN THE SERVICE AREA OF LIBERTY UTILITIES AND HAS BEEN GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES.

DATE: _____
BY: AARON NEWELL
ITS: MANAGER OF
LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORPORATION, AN ARIZONA PUBLIC SERVICE CORPORATION

UTILITY PROVIDERS

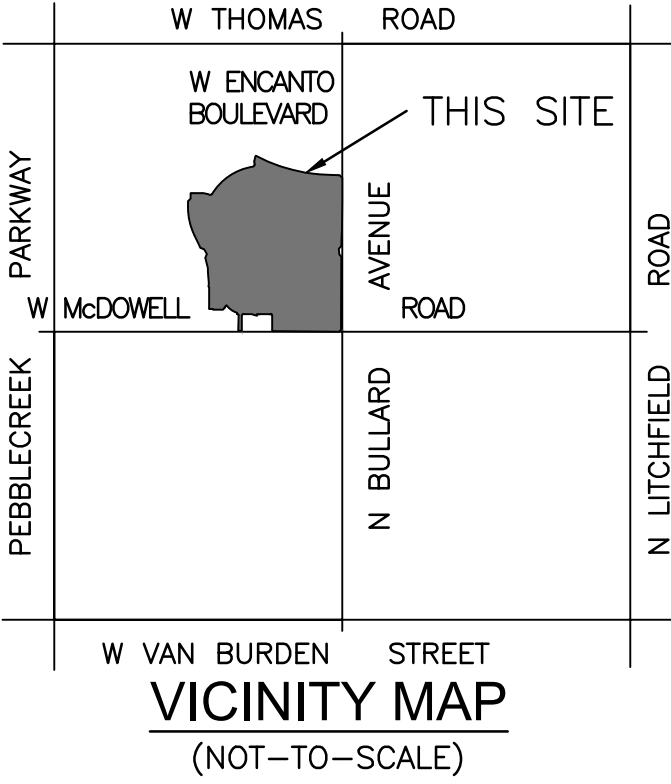
SEWER	LIBERTY UTILITIES	ELECTRICITY	ARIZONA PUBLIC SERVICE (APS)
WATER	LIBERTY UTILITIES	GAS	SOUTHWEST GAS CORPORATION
TELEPHONE	CENTURYLINK	FIRE	CITY OF GOODYEAR
CABLE	COX COMMUNICATIONS	POLICE	CITY OF GOODYEAR

FINAL PLAT APPROVAL	
APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2024.	
BY: _____	
MAYOR (JOE PIZZILLO)	
ATTEST: _____	
CITY CLERK (DARCIE MCCrackEN)	

FINAL PLAT APPROVAL	
APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA ON THIS _____ DAY OF _____, 2024.	
BY: _____	
CITY ENGINEER (STEPHEN SCINTO)	

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	LEGAL DESCRIPTION, LEGEND AND GENERAL NOTES
SHEET 3	KEY MAP, CURVE, LAND USE, LINE AND LOT AREA TABLE
SHEET 4-5	FINAL PLAT



VICINITY MAP
(NOT-TO-SCALE)

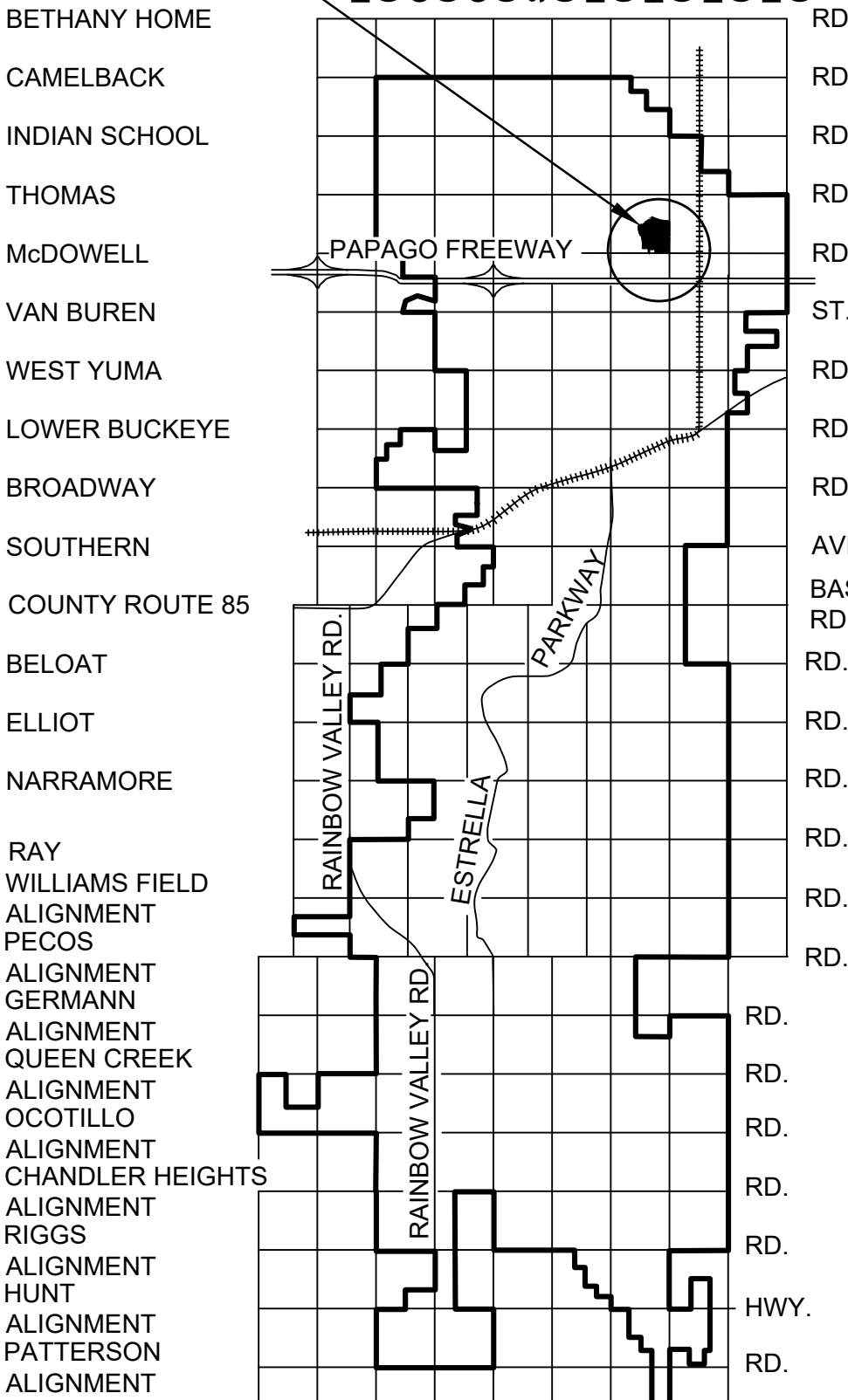
OWNER/DEVELOPER

RG LAND PARTNERS, LLC
2502 EAST CAMELBACK ROAD,
SUITE 200, PHOENIX, AZ 85016
PHONE: (480) 344 2903
FAX: (480) 216 1912
CONTACT: MICHAEL J. OLSEN
EMAIL: MOLSEN@GLOBECOR.COM

ENGINEER

COE & VAN LOO CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0928
CONTACT: PARKER FROELICH, P.E.
EMAIL: PFROELICH@CVLCCI.COM

THIS PROJECT



VICINITY MAP
(NOT-TO-SCALE)

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF FIVE (5) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JUNE, 2023, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: _____
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCCI.COM



DATE	REVISION	NO.	PHASE 1 FINAL PLAT	GOODYEAR REGIONAL CENTER GOODYEAR, ARIZONA

Registered Land Surveyor CERTIFICATE NO. 33851 RICHARD G. ALCOCER Expires 6-30-24 ARIZONA	
1 SHEET OF 5	
CVL Contact: P.FROELICH CVL Project #: 01-0393601	
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1. REFER TO COVER FOR CERTIFICATE OF ASSURED WATER.
- B. 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 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.
- C. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED, NOR ANY VEGETATION BE PLANTED OR 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.
- D. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED BY THE CITY SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE REQUIREMENTS SET FORTH IN CLAUSES 1-3 BELOW. SUCH 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.
 1. THE DEVELOPER OF THE APPLICABLE IMPROVEMENTS SHALL WARRANT ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT THEN UNDERTAKEN BY SUCH DEVELOPER.
 2. AT THE TERMINATION OF THE WARRANTY, PERIOD ALL IMPROVEMENTS SHALL BE UNDamAGED AND SHALL BE INSPECTED PER CITY STANDARDS.
 3. IF ANY IMPROVEMENTS MADE BY SUCH DEVELOPER ARE NOT ACCEPTABLE TO THE CITY AT THE END OF THE TWO-YEAR WARRANTY PERIOD APPLICABLE THERETO, DUE TO CONSTRUCTION DEFECTS, THE CITY AND DEVELOPER SHALL CREATE A LIST OF REPAIRS TO RETURN IMPROVEMENTS TO APPLICABLE CITY STANDARDS.
- E. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY 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.
 1. THE DEVELOPER OF A LANDSCAPED AREA SHALL WARRANT ALL PLANTED AREAS THEREIN, INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO YEARS, BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR SUCH PROJECT.
 2. AT THE TERMINATION OF THE APPLICABLE WARRANTY PERIOD ALL LANDSCAPE AREA AND TURF AREA SHALL BE INSPECTED PER CITY STANDARDS.
 3. IF ANY LANDSCAPE AREA PLANTINGS OR TURF AREA ARE NOT ACCEPTABLE TO THE CITY AT THE END OF THE APPLICABLE TWO-YEAR WARRANTY PERIOD, APPLICABLE THERETO DUE TO CONSTRUCTION DEFECTS, THE CITY AND DEVELOPER SHALL CREATE A LIST OF REPAIRS TO RETURN IMPROVEMENTS TO APPLICABLE CITY STANDARDS.
- F. STRUCTURES WITHIN THE AREAS DESIGNATED ON THIS FINAL PLAT AS VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET. LANDSCAPING WITHIN THE VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.
- G. EACH OWNER OF PROPERTY SUBJECT TO THIS FINAL PLAT SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON SUCH OWNER'S PROPERTY.
- H. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS FINAL PLAT, ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND (EXCEPTIONS ARE TO BE NOTED).
- I. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

	SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
	FOUND BRASS CAP PER ADJOINING RECORDED SURVEY (UNLESS OTHERWISE NOTED)
	FLUSH UNION MONUMENTATION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
	CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
	CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DTL. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
	TEMPORARY DRAINAGE EASEMENT BK 956 OF MAPS, PG 21, M.C.R.
	SIGHT VISIBILITY EASEMENT BK 996 OF MAPS, PG 38, M.C.R.
	16' WATER AND SEWER LINE EASEMENT FEE 2015-087606 M.C.R.
	8' UTILITY EASEMENT FEE 2016-0258012 M.C.R.
	8' UNDERGROUND GAS LINE EASEMENT FEE 2016-0876005 M.C.R.
	8' APS UTILITY EASEMENT FEE 2009-0002801 M.C.R.
	24' WATER AND SEWER LINE EASEMENT FEE 2019-0532325 M.C.R.
	SHEET NUMBER

J. THE CITY IS NOT RESPONSIBLE FOR, AND WILL NOT ACCEPT, MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES, OR LANDSCAPED AREAS WITHIN THE SUBJECT PROPERTY EXCEPT AS MAY BE EXPRESSLY SET FORTH ON THIS FINAL PLAT OR AS OTHERWISE LATER AGREED UPON BY THE CITY.

K. THE INTERNAL STREETS IN LOTS 3, 4, 5, 6, 8, 9, 10, 14 AND 15 OF THE SUBJECT PROPERTY ARE PRIVATE STREETS, TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNER THEREFOR ESTABLISHED PURSUANT TO THE DECLARATION. ESTABLISHED AND RECORDED HEREAFTER IN OWNER'S SOLE AND ABSOLUTE DISCRETION. AFTER THIS FINAL PLAT IS RECORDED, THE CITY WILL NOT ACCEPT DEDICATION OF THE STREET MAINTENANCE RESPONSIBILITIES UNLESS ALL STREET IMPROVEMENTS AND RIGHTS-OF-WAY OF SUCH STREETS MEET CURRENT APPLICABLE CITY STANDARDS.

L. MAINTENANCE OF PUBLIC ACCESS AND UTILITY EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF LOTS 3, 4, 5, 6, 8, 9, 10, 14 AND 15 OF THE SUBJECT PROPERTY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER ESTABLISHED AND RECORDED HEREAFTER IN OWNER'S SOLE AND ABSOLUTE DISCRETION.

M. MAINTENANCE OF THE DRAINAGE EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF LOTS 3, 4, 5, 6, 8, 9, 10, 14 AND 15 OF THE SUBJECT PROPERTY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER ESTABLISHED AND RECORDED HEREAFTER IN OWNER'S SOLE AND ABSOLUTE DISCRETION, EXCEPT THAT MAINTENANCE OF THOSE DRAINAGE EASEMENTS ACCEPTING RUNOFF FROM PUBLIC RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE CITY SHOULD THE PROPERTY OWNER NOT MAINTAIN SAID EASEMENTS.

N. ALL PUBLIC SALES REPORTS FOR THE PROPERTY, ALL FINAL PLATS AND MINOR LAND DIVISIONS SUBDIVIDING ALL OR PART OF THE PROPERTY, AND ALL RENTAL AGREEMENTS FOR THE RENTAL OF ANY RESIDENTIAL UNIT WITHIN THE PROPERTY SHALL INCLUDE THE FOLLOWING DISCLOSURES:

1. THE PROPERTY IS IN CLOSE PROXIMITY TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH USES; AND
2. 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
3. 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, SPORTS COMPLEXES, ENTERTAINMENT VENUES, CONCERT/MUSIC VENUES AND THE LIKE; AND
4. PUBLIC ROADWAYS ADJACENT TO THE PROPERTY ARE SUBJECT TO ROAD CLOSURES AND COMMUNITY EVENTS ON ADJACENT PUBLIC RIGHTS-OF-WAY AND OPEN SPACES.
5. THE PROPERTY IS WITHIN CLOSE PROXIMITY TO LAND INTENDED FOR MULTI-STORY AND HIGH-DENSITY BUILDINGS WHICH MAY INCLUDE A VARIETY OF OFFICE, RETAIL, COMMERCIAL, HOTEL, MULTI-FAMILY AND PARKING USES;
6. THE PROPERTY OWNER/DEVELOPER/LESSOR SHALL DISCLOSE THAT THE PROPERTY IS SUBJECT TO COMMUNITY EVENTS, LOUD NOISES AND 24-HOUR ENTERTAINMENT ON ADJACENT PUBLIC RIGHTS-OF-WAY, OPEN SPACES, PATIOS, ROOFTOPS AND INDOOR/OUTDOOR ESTABLISHMENTS. ALL FINAL PLATS AND MINOR LAND DIVISIONS SUBDIVIDING ALL OR PART OF THE PROPERTY SHALL INCLUDE NOTES SETTING FORTH THE FOREGOING REQUIREMENTS INCLUDING THE REQUIREMENTS THAT SUCH DISCLOSURES BE INCLUDED WITHIN ALL RENTAL AGREEMENTS FOR THE RENTAL OF ANY RESIDENTIAL UNITS WITHIN THE PROPERTY.

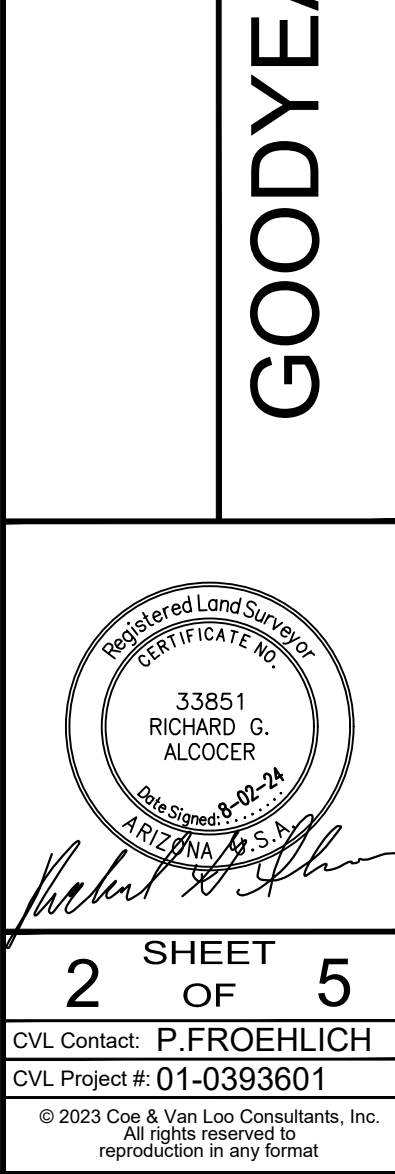
	FOUND 1/2" REBAR	AC.	ACRES
	LS49097	L1	LINE NUMBER
	FOUND 1/2" REBAR	C1	CURVE NUMBER
	NO IDENTIFICATION	P.O.C.	POINT OF COMMENCEMENT
	FOUND ALUMINUM CAP	T.P.O.B.	TRUE POINT OF BEGINNING
	LS16294	P.O.B.	POINT OF BEGINNING
	FOUND ALUMINUM CAP	C.S.	CORNER OF SUBDIVISION
	LS16234	R/W	RIGHT-OF-WAY
	FOUND 1/2" REBAR	EX.	EXISTING
	LS27239	M.C.R.	MARICOPA COUNTY RECORDER
	FOUND PK NAIL	DOC.#	DOCUMENT NUMBER
	LS49097	COGY	CITY OF GOODYEAR
	FOUND PK NAIL	BK	BOOK
	LS64347	PG	PAGE
	FOUND 1/2" REBAR	DHO	DEDICATED HEREON
	LS27239	P.A.U.E.	PUBLIC ACCESS UTILITY EASEMENT
	FOUND CHISELED X	P.U.S.E.	PUBLIC UTILITY AND SIDEWALK EASEMENT
	NO IDENTIFICATION		
	SECTION LINE		
	MID-SECTION LINE		
	BOUNDARY LINE		
	LOT LINE		
	CENTERLINE		
	EASEMENT		

THENCE SOUTH 64°12'44" EAST, A DISTANCE OF 21.32 FEET;
THENCE NORTH 31°59'28" EAST, A DISTANCE OF 90.53 FEET;

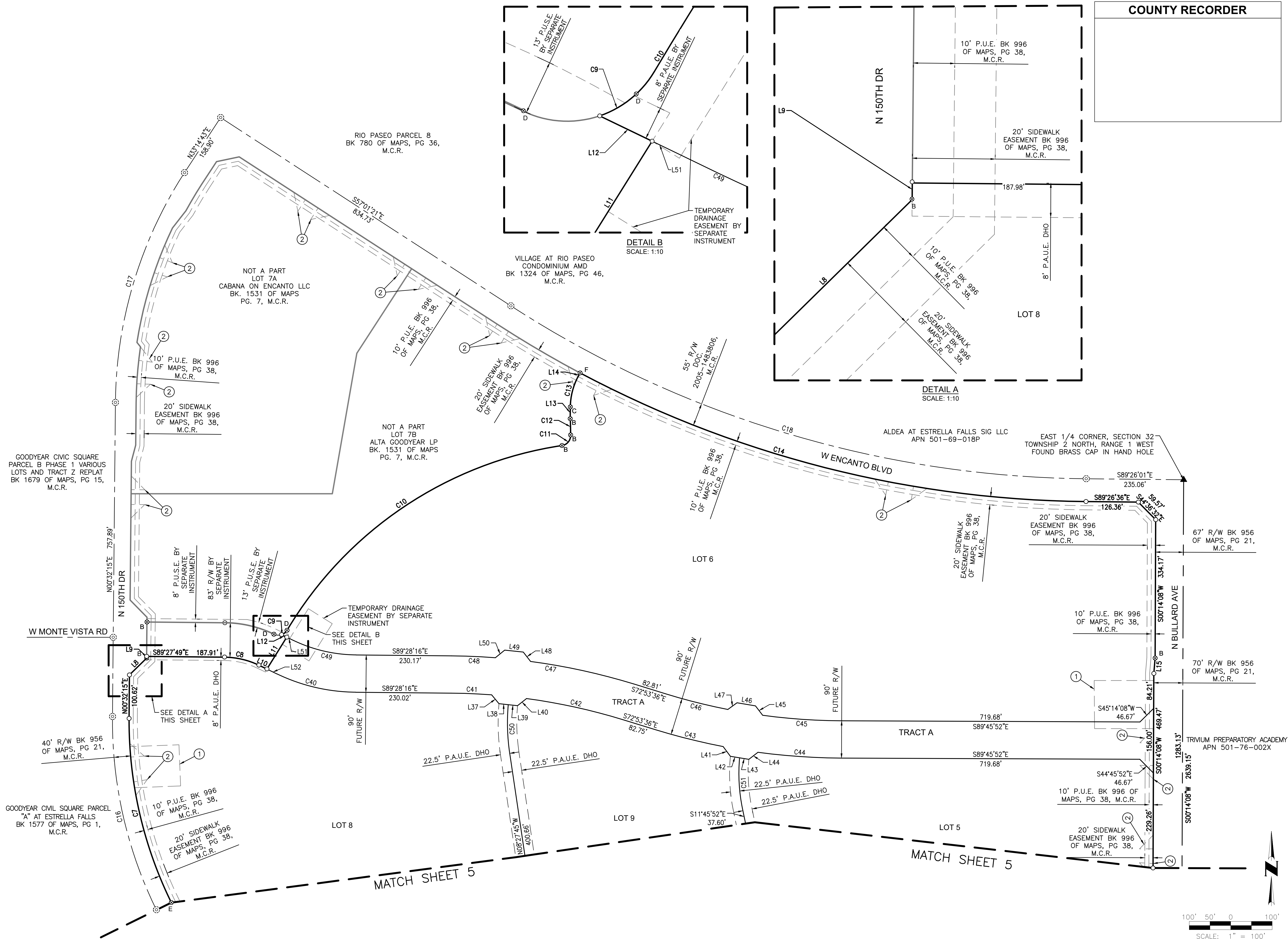
CONTAINING 5,315,295 SQUARE FEET OR 122.022 ACRES, MORE OR LESS.

THE BASIS OF BEARING IS N89°27'46" WEST A DISTANCE OF 2619.44' ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST

SITE SUMMARY		
LAND USE AREAS	SQUARE FEET	ACRES
AREA OF LOTS	4,994,791	114.665
RIGHT OF WAY	121,603	2.792
AREA OF TRACT	198,901	4.566
TOTAL GROSS AREA	5,315,295	122.023



Printed By: BradH Print Date: August 2, 2024 Filename: N:\010393601\CADD\Infrastructure\WFP\DS\MPF.FLAT 04.dwg



CVL CONSULTANTS

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

NO.	REVISION	DATE

PHASE 1
FINAL PLAT

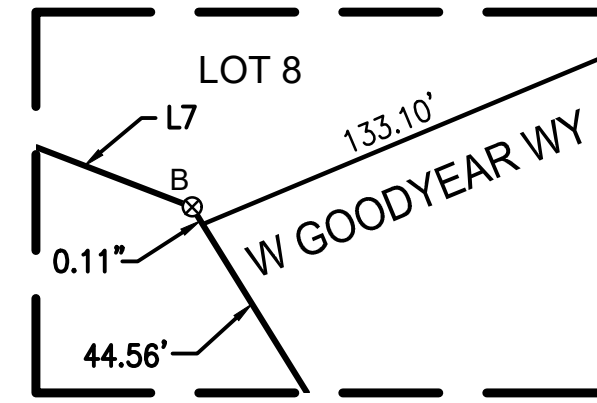
GOODYEAR REGIONAL CENTER
GOODYEAR, ARIZONA

Registered Land Surveyor
CERTIFICATE NO. 33851
RICHARD G. ALCOCER
Exp. 08-24
ARIZONA, U.S.A.

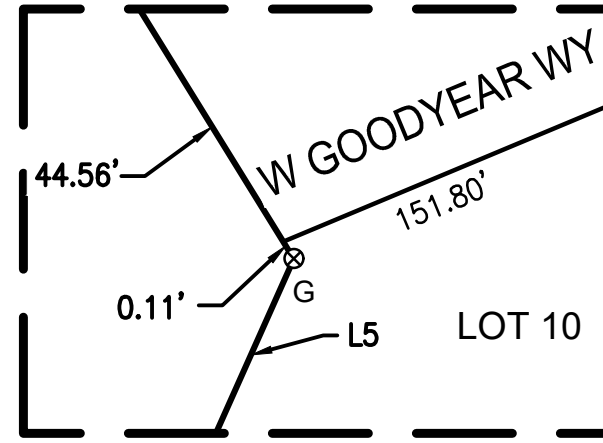
4 SHEET OF 5

CVL Contact: P.FROEHLICH
CVL Project #: 01-0393601
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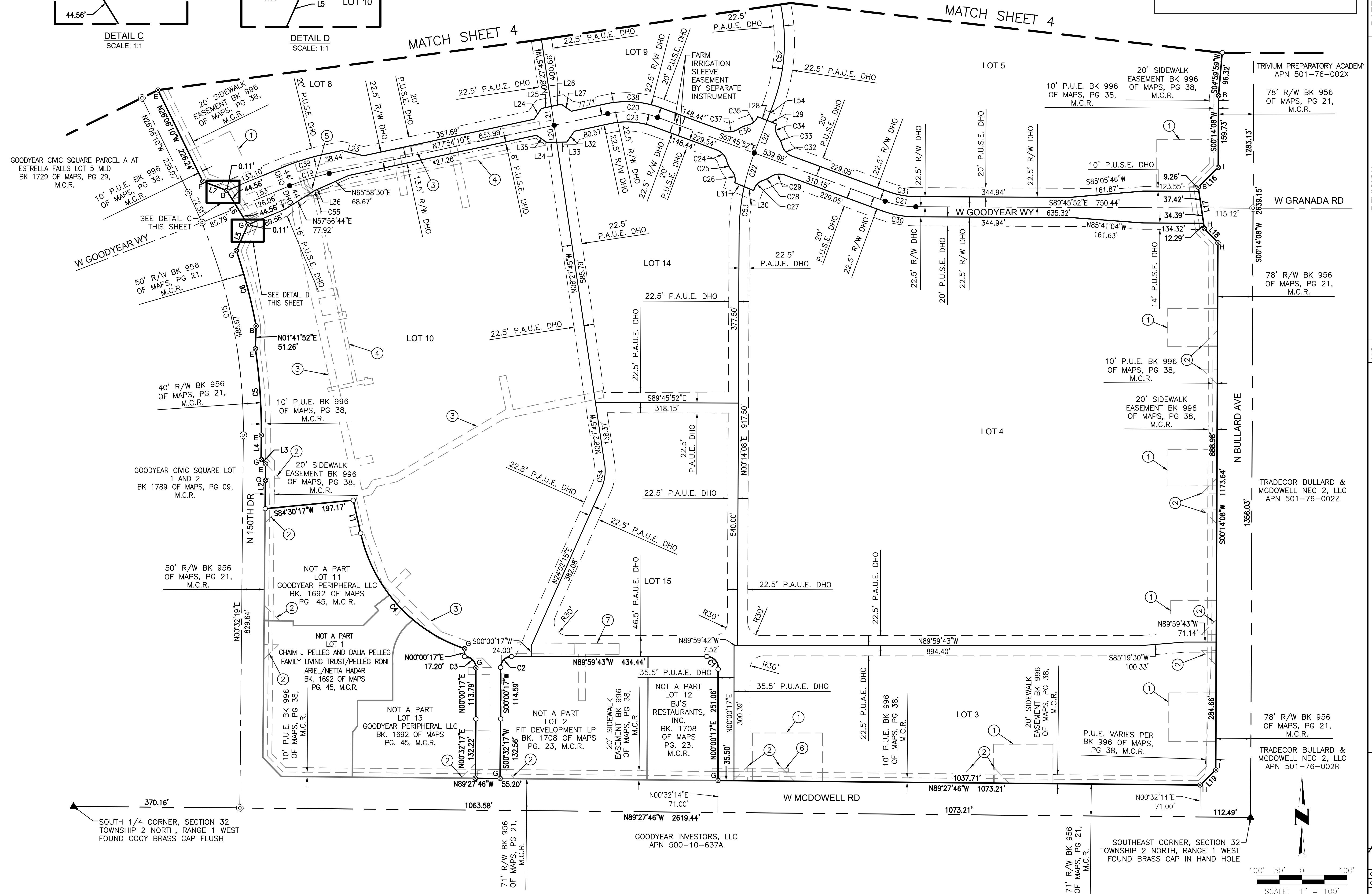
Coe & Van Loo Consultants, Inc.



DETAIL C
SCALE: 1:1



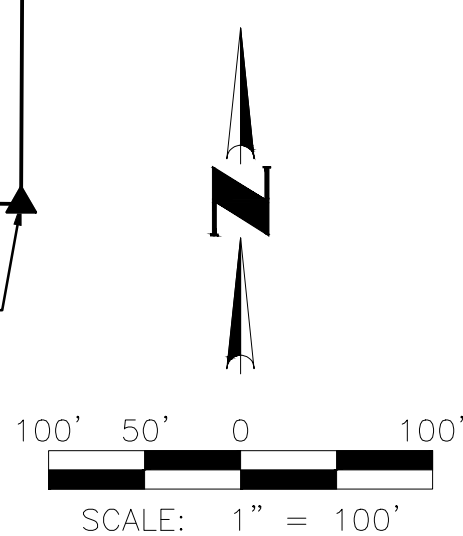
DETAIL D
SCALE: 1:1



SOUTH 1/4 CORNER, SECTION 32
TOWNSHIP 2 NORTH, RANGE 1 WEST
FOUND COGY BRASS CAP FLUSH

GOODYEAR INVESTORS, LLC
APN 500-10-637A

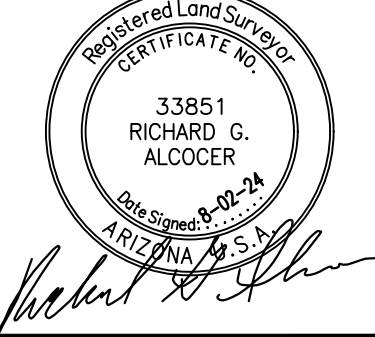
SOUTHEAST CORNER, SECTION 32
TOWNSHIP 2 NORTH, RANGE 1 WEST
FOUND BRASS CAP IN HAND HOLE



COUNTY RECORDER

DATE	
REVISION	
NO.	

PHASE 1
FINAL PLAT
GOODYEAR REGIONAL CENTER
GOODYEAR, ARIZONA



Coe & Van Loo Consultants, Inc.



Aerial Exhibit
Goodyear Regional Center



DEDICATION STATEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT RG LAND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY (HEREINAFTER "RGLP"), AND GLOBE CORPORATION, AN ILLINOIS CORPORATION (HEREINAFTER "GLOBE"), COLLECTIVELY OWN THE PROPERTY SUBJECT TO THIS FINAL PLAT GOODYEAR REGIONAL CENTER, A REPLAT OF LOTS 3, 4, 5, 6 AND 8 OF THE FINAL PLAT FOR "ESTRELLA FALLS REGIONAL SHOPPING CENTER" AS RECORDED IN BOOK 996 PAGE 38, RECORDS OF MARICOPA COUNTY, AS WELL AS TRACT A AND LOT 10 OF THE FINAL PLAT "A REPLAT OF LOT 9 OF ESTRELLA FALLS SHOPPING CENTER" AS RECORDED IN BOOK 1291, PAGE 7, RECORDS OF MARICOPA COUNTY, AND LOT 9 OF A "REPLAT OF A REPLAT OF LOT 9", AS RECORDED IN BOOK 1447, PAGE 10, RECORDS OF MARICOPA COUNTY, AS ADJUSTED BY THE LOT LINE ADJUSTMENT RECORD OF SURVEY AS RECORDED IN BOOK 1651, PAGE 41, RECORDS OF MARICOPA COUNTY, AND HAVE SUBDIVIDED UNDER THE NAME OF "GOODYEAR REGIONAL CENTER" A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON (THE "SUBJECT PROPERTY"). RGLP AND GLOBE HEREBY DECLARE THAT SAID FINAL PLAT GOODYEAR REGIONAL CENTER SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH, RESPECTIVELY, ON SAID FINAL PLAT GOODYEAR REGIONAL CENTER.

RGLP HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION (HEREINAFTER "THE CITY"), IN FEE, THE STREETS DESIGNATED AS "R/W DHO" SHOWN ON THIS FINAL PLAT GOODYEAR REGIONAL CENTER AND INCLUDED WITHIN THE RGLP PROPERTY AS DESCRIBED HEREIN. GLOBE HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY IN FEE THE STREETS DESIGNATED AS "R/W DHO" SHOWN ON THIS FINAL PLAT GOODYEAR REGIONAL CENTER AND INCLUDED WITHIN THE GLOBE PROPERTY AS DESCRIBED HEREIN.

FOR THE PURPOSES DESCRIBED HEREIN AND SUBJECT TO THE TERMS AND CONDITIONS HEREIN, RGLP HEREBY DEDICATES TO THE CITY EXCLUSIVE PUBLIC ACCESS AND UTILITY EASEMENTS UPON, OVER, ACROSS, AND UNDER ALL AREAS IN THIS FINAL PLAT GOODYEAR REGIONAL CENTER DESIGNATED AS "P.A.U.E. DHO" AND INCLUDED WITHIN THE RGLP PROPERTY AS DESCRIBED HEREIN, AND GLOBE HEREBY DEDICATES TO THE CITY EXCLUSIVE PUBLIC

ACCESS AND UTILITY EASEMENTS UPON, OVER, ACROSS, AND UNDER ALL AREAS IN THIS FINAL PLAT GOODYEAR REGIONAL CENTER DESIGNATED AS "P.A.U.E. DHO" AND INCLUDED WITHIN THE GLOBE PROPERTY AS DESCRIBED HEREIN. THE PURPOSES OF THE PUBLIC ACCESS AND UTILITY EASEMENTS GRANTED IN THIS PARAGRAPH ARE AS FOLLOWS: THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF PUBLIC STREETS BY THE CITY AND ITS PERMITTEES; THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF PUBLIC SIDEWALKS BY THE CITY AND ITS PERMITTEES; THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF STORM WATER AND DRAINAGE IMPROVEMENTS BY THE CITY AND ITS PERMITTEES; THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF PUBLIC UTILITIES BY THE CITY AND ITS PERMITTEES WITHIN SUCH EASEMENT AREAS AS DESIGNATED BY THE CITY; INGRESS AND EGRESS BY THE PUBLIC, INCLUDING EMERGENCY SERVICE PROVIDERS, OVER SUCH PUBLIC STREETS UPON THEIR COMPLETION AND ACCEPTANCE BY THE CITY SUBJECT TO THE COMPLETION OF THE TWO-YEAR WARRANTY PERIOD; PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER SUCH PUBLIC SIDEWALKS UPON THEIR COMPLETION AND ACCEPTANCE BY THE CITY SUBJECT TO THE COMPLETION OF THE TWO-YEAR WARRANTY PERIOD; AND ACCESS BY THE CITY AND ITS PERMITTEES AS NEEDED IN FURTHERANCE OF THE FOREGOING. THE DESIGN AND CONSTRUCTION OF SUCH PUBLIC STREETS AND SIDEWALKS CONSTRUCTED WITHIN THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS SHALL BE IN ACCORDANCE WITH THE SUPPLEMENTARY DESIGN GUIDELINES FOR GSQ REGIONAL CENTER DATED AUGUST 2023 APPROVED BY THE CITY ON AUGUST 16, 2023, A COPY OF WHICH IS ON FILE WITH THE CITY. EACH FEE OWNER OF A PORTION OF THE SUBJECT PROPERTY UPON WHICH THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS ARE LOCATED (EACH A "RESPONSIBLE OWNER") SHALL BE RESPONSIBLE FOR CONSTRUCTING, MAINTAINING IN GOOD CONDITION, REPAIRING AND REPLACING ALL PUBLIC STREETS, PUBLIC SIDEWALKS, AND ALL STORM WATER AND DRAINAGE IMPROVEMENTS CONSTRUCTED WITHIN THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS LOCATED WITHIN SUCH FEE OWNER'S PROPERTY (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 REASONABLY DETERMINES THAT THE APPLICABLE RESPONSIBLE OWNER HAS FAILED TO PERFORM ITS APPLICABLE MAINTENANCE WORK, UPON AT LEAST FIFTEEN DAYS' PRIOR NOTICE TO THE APPLICABLE RESPONSIBLE OWNER AND SUCH RESPONSIBLE OWNER'S FAILURE TO CURE SAME WITHIN SUCH 15-DAY PERIOD (PROVIDED, HOWEVER, NO PRIOR NOTICE FROM THE CITY OR CURE PERIOD WILL BE REQUIRED IF THERE IS AN EMERGENCY REQUIRING IMMEDIATE REPAIRS AS DETERMINED BY THE CITY ENGINEER AND/OR ANY OF THE CITY ENGINEER'S DESIGNEES), THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT THE APPLICABLE RESPONSIBLE OWNER'S EXPENSE. THE APPLICABLE RESPONSIBLE OWNER SHALL REIMBURSE THE CITY FOR ALL REASONABLE COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK FOR WHICH SUCH

APPLICABLE RESPONSIBLE OWNER IS RESPONSIBLE, AND SUCH APPLICABLE RESPONSIBLE OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AGAINST ALL CLAIMS ARISING FROM OR RELATED TO SUCH APPLICABLE RESPONSIBLE OWNER'S FAILURE TO PERFORM ITS REQUIRED MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. RGLP, ON BEHALF OF ITSELF AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE RGLP PROPERTY DESCRIBED HEREIN, RESERVES THE RIGHT TO USE THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS FOR USES THAT ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS BY THE CITY. GLOBE, ON BEHALF OF ITSELF AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE GLOBE PROPERTY DESCRIBED HEREIN, RESERVES THE RIGHT TO USE THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS FOR USES THAT ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS BY THE CITY. ~~IN~~

~~IN ADDITION, THE CITY HAS THE RIGHT TO, AND MAY, APPROVE AND CONSENT TO ADDITIONAL REASONABLE EASEMENTS TO BE GRANTED BY RGLP AND/OR GLOBE OVER THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS TO FACILITATE THE DEVELOPMENT AND USE OF THE SUBJECT PROPERTY, SO LONG AS THE USES OF SUCH ADDITIONAL EASEMENTS ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS BY THE CITY.~~ THE PUBLIC ACCESS AND

UTILITY EASEMENTS DEDICATED IN THIS PARAGRAPH RUN WITH THE LAND AND ARE BINDING UPON GLOBE AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE GLOBE PROPERTY DESCRIBED HEREIN AND UPON RGLP AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE RGLP PROPERTY DESCRIBED HEREIN.

FOR THE PURPOSES DESCRIBED HEREIN AND SUBJECT TO THE TERMS AND CONDITIONS HEREIN, RGLP HEREBY DEDICATES TO THE CITY EXCLUSIVE PUBLIC UTILITY AND SIDEWALK EASEMENTS UPON, OVER, ACROSS, AND UNDER ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "P.U.S.E. DHO" AND INCLUDED WITHIN THE RGLP PROPERTY AS DESCRIBED HEREIN, AND GLOBE HEREBY DEDICATES TO THE CITY EXCLUSIVE PUBLIC UTILITY AND SIDEWALK EASEMENTS UPON, OVER, ACROSS, AND UNDER ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "P.U.S.E DHO" AND INCLUDED WITHIN THE GLOBE PROPERTY AS DESCRIBED HEREIN. THE PURPOSES OF THE PUBLIC UTILITY AND SIDEWALK EASEMENTS GRANTED IN THIS PARAGRAPH ARE AS FOLLOWS: THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF PUBLIC SIDEWALKS BY THE CITY AND ITS PERMITTEES; THE INSTALLATION BY THE CITY AND ITS PERMITTEES OF PUBLIC UTILITIES, WHICH DOES NOT INCLUDE STORM WATER AND DRAINAGE FACILITIES, WITHIN SUCH EASEMENT AREAS AS DESIGNATED BY THE CITY; PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER SUCH PUBLIC SIDEWALKS UPON THEIR COMPLETION AND ACCEPTANCE BY THE CITY SUBJECT TO THE COMPLETION OF THE TWO-YEAR WARRANTY PERIOD; AND ACCESS BY THE CITY AND ITS PERMITTEES AS NEEDED IN

FURTHERANCE OF THE FOREGOING. THE DESIGN AND CONSTRUCTION OF SUCH PUBLIC SIDEWALKS CONSTRUCTED WITHIN THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS SHALL BE IN ACCORDANCE WITH THE SUPPLEMENTARY DESIGN GUIDELINES FOR GSQ REGIONAL CENTER DATED AUGUST 2023 APPROVED BY THE CITY ON AUGUST 16, 2023, A COPY OF WHICH IS ON FILE WITH THE CITY. EACH FEE OWNER OF A PORTION OF THE SUBJECT PROPERTY UPON WHICH THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS ARE LOCATED (EACH A "RESPONSIBLE OWNER") SHALL BE RESPONSIBLE FOR CONSTRUCTING, MAINTAINING IN GOOD CONDITION, REPAIRING AND REPLACING ALL PUBLIC SIDEWALKS WITHIN SUCH FEE OWNER'S PROPERTY (THE "SIDEWALKS MAINTENANCE WORK"). THE CITY IS NOT OBLIGATED TO PERFORM THE SIDEWALKS MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES REASONABLY DETERMINES THAT THE APPLICABLE RESPONSIBLE OWNER HAS FAILED TO PERFORM ITS APPLICABLE SIDEWALKS MAINTENANCE WORK, UPON AT LEAST FIFTEEN DAYS' PRIOR NOTICE TO THE APPLICABLE RESPONSIBLE OWNER, AND SUCH RESPONSIBLE OWNER'S FAILURE TO CURE SAME WITHIN SUCH 15-DAY PERIOD (PROVIDED, HOWEVER, NO PRIOR NOTICE FROM THE CITY OR CURE PERIOD WILL BE REQUIRED IF THERE IS AN EMERGENCY REQUIRING IMMEDIATE REPAIRS AS DETERMINED BY THE CITY ENGINEER AND/OR ANY OF THE CITY ENGINEER'S DESIGNEES), THE CITY MAY UNDERTAKE SUCH SIDEWALKS MAINTENANCE WORK AT THE APPLICABLE RESPONSIBLE OWNER'S EXPENSE. THE APPLICABLE RESPONSIBLE OWNER SHALL REIMBURSE THE CITY FOR ALL REASONABLE COSTS THE CITY INCURS IN PERFORMING ANY SIDEWALKS MAINTENANCE WORK FOR WHICH SUCH APPLICABLE RESPONSIBLE OWNER IS RESPONSIBLE, AND SUCH APPLICABLE RESPONSIBLE OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AGAINST ALL CLAIMS ARISING FROM OR RELATED TO SUCH APPLICABLE RESPONSIBLE OWNER'S FAILURE TO PERFORM ITS REQUIRED SIDEWALKS MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. RGLP, ON BEHALF OF ITSELF AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE RGLP PROPERTY DESCRIBED HEREIN, RESERVES THE RIGHT TO USE THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS FOR USES THAT ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS BY THE CITY. GLOBE, ON BEHALF OF ITSELF AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE GLOBE PROPERTY DESCRIBED HEREIN, RESERVES THE RIGHT TO USE THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS FOR USES THAT ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS BY THE CITY. ~~IN ADDITION, THE CITY HAS THE RIGHT TO, AND MAY, APPROVE AND CONSENT TO ADDITIONAL REASONABLE EASEMENTS TO BE GRANTED BY RGLP AND/OR GLOBE OVER THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS TO FACILITATE THE DEVELOPMENT AND USE OF THE SUBJECT PROPERTY, SO LONG AS THE USES OF SUCH ADDITIONAL EASEMENTS ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC UTILITY~~

~~AND SIDEWALK EASEMENT AREAS BY THE CITY.~~ THE PUBLIC UTILITY AND SIDEWALK EASEMENTS DEDICATED IN THIS PARAGRAPH RUN WITH THE LAND AND ARE BINDING UPON GLOBE AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE GLOBE PROPERTY DESCRIBED HEREIN AND UPON RGLP AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE RGLP PROPERTY DESCRIBED HEREIN.

FOR THE AVOIDANCE OF DOUBT, BY ACCEPTANCE OF THE RECORDATION OF THIS FINAL PLAT GOODYEAR REGIONAL CENTER, THE CITY CONFIRMS THAT EACH OF RGLP AND GLOBE ARE DEEMED TO BE PERMITTEES TO THE EXTENT THAT RGLP AND/OR GLOBE DESIRE TO EXERCISE ANY RIGHTS GRANTED IN THIS FINAL PLAT GOODYEAR REGIONAL CENTER TO PERMITTEES OF THE CITY. IN ADDITION, IF A PROPERTY OWNER'S ASSOCIATION MADE UP OF AT LEAST ALL OF THE PROPERTY OWNERS OWNING THE SUBJECT PROPERTY IS ESTABLISHED WHICH ASSUMES THE OBLIGATIONS OF THE APPLICABLE RESPONSIBLE OWNERS FOR THE OBLIGATIONS (INCLUDING ANY INDEMNITY, DEFENSE AND/OR HOLD HARMLESS OBLIGATIONS) SET FORTH IN THIS DEDICATION STATEMENT, THEN UPON NOTICE TO THE CITY OF SUCH ESTABLISHMENT AND ASSUMPTION, THE CITY AGREES THEREAFTER TO FIRST PURSUE SUCH PROPERTY OWNER'S ASSOCIATION IF THERE IS A DEFAULT IN OR BREACH OF SUCH ASSUMED OBLIGATIONS; IN SUCH EVENT, THE CITY WILL PROVIDE SUCH PROPERTY OWNER'S ASSOCIATION AND ANY APPLICABLE PROPERTY OWNER NOTICE OF ANY SUCH DEFAULT OR BREACH AND AT LEAST FIFTEEN DAYS TO CURE SUCH DEFAULT OR BREACH (PROVIDED, HOWEVER, NO PRIOR NOTICE FROM THE CITY OR CURE PERIOD WILL BE REQUIRED IF THERE IS AN EMERGENCY REQUIRING IMMEDIATE REPAIRS AS DETERMINED BY THE CITY ENGINEER AND/OR ANY OF THE CITY ENGINEER'S DESIGNEES). FAILING SUCH TIMELY CURE BY THE ASSOCIATION, THE CITY SHALL HAVE THE RIGHT TO PURSUE BOTH THE PROPERTY OWNER'S ASSOCIATION AND THE APPLICABLE PROPERTY OWNER(S) FOR SUCH DEFAULT OR BREACH.

RG LAND PARTNERS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
BY: GOODYEAR PRINCIPALS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS: MANAGING MEMBER

BY: _____
NAME: MICHAEL L. EBERT
ITS: MANAGER

ITEM #: 6.
DATE: 10/07/2024
AI #:2243



CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF FULTON HOMES BALLPARK VILLAGE PHASE 1A

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

OTHER PRESENTER(S):

Meikle Garrett, EPS Group, Inc.

SUMMARY

A Final Plat subdividing approximately 14.58 acres into 30 lots and 7 tracts near the intersection of W. Yuma Road and S. Estrella Parkway (the "Property").

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



SAFE &
VIBRANT
COMMUNITY



INNOVATIVE & HIGH
PERFORMING
ORGANIZATION



INFRASTRUCTURE

RECOMMENDATION

Approve the Final Plat of Ballpark Village – Phase 1A subdividing approximately 14.58 acres into 30 lots and 7 tracts, subject to stipulations. (Marty Crossland, Deputy Director of Engineering Development)

STIPULATIONS

1. Any technical corrections to the Final Plat Ballpark Village – Phase 1A (the "Final Plat") approved herein required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat; and
2. Prior to recordation of the Final Plat, Owner shall submit an updated title report for the property included within the boundaries of the Final Plat (the "Platted Property") and shall modify the Final Plat to reflect the current ownership and current lender including on 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 Platted Property. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing the Final Plat is authorized to do so; and
3. Prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion

or Certificate of Completion for any structure within the Property, unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council, Owner shall, at no cost to the city, design and construct full half-street improvements for south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property required for a Scenic Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of one-half ($\frac{1}{2}$) the median and one-half ($\frac{1}{2}$) median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Yuma Road Improvements"). If the Yuma Road Improvements have been completed or are being completed by others when development occurs on the Property, Owner shall remit a reimbursement payment for the costs incurred in the design and construction of the Yuma Road Improvements or the City Engineer's estimated costs of the Yuma Road Improvements if not completed (the "Yuma Road Cost Recovery Payment"). If owed, the Yuma Road Cost Recovery Payment shall be paid prior to or concurrent with the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for any work on the Property, whichever is earlier. ; and

4. Upon the request of the City Engineer or his/her designee, Owner shall construct a full median with full median landscaping within the section of W. Yuma Road along or adjacent to the frontage of the Property subject to the City's agreement to reimburse Owner for fifty percent (50%) of the cost of constructing the full median with full median landscaping. The reimbursements provided for herein are subject to compliance with the requirements of title 34 of the Arizona Revised Statutes governing the use of public funds for the construction or payment of public infrastructure. Unless Owner constructs the full median with full median landscaping as provided herein, Owner shall remit to the city an in-lieu payment for one-half ($\frac{1}{2}$) the cost of a full median and one-half ($\frac{1}{2}$) the cost of full-median landscaping for the median that is to be installed within the section of W. Yuma Road along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and

5. Prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property, unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council, Owner shall, at no cost to the city, design and construct full half-street improvements for east-half of the section of S. Estrella Pkwy. along or adjacent to the frontage of the Property required for a Scenic Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of one-half ($\frac{1}{2}$) the median and one-half ($\frac{1}{2}$) median landscaping, including, but not limited to, pavement, bike lane, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Estrella Parkway Improvements"). If the Estrella Parkway Improvements have been completed or are being completed by the others when development occurs on the Property, Owner shall remit a reimbursement payment for the costs incurred in the design and construction of the Estrella Parkway Improvements or the City Engineer's estimated costs of the Estrella Parkway Improvements if not completed (the "Estrella Parkway Cost Recovery Payment"). If owed, the Estrella Parkway Cost Recovery Payment shall be paid prior to or concurrent with the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for any work on the Property, whichever is earlier. ; and

6. Prior to recordation of the Final Plat, owner shall remit to the city an in-lieu payment for fifty

percent (50%) of the costs of a constructing a full median and full median landscaping for the section of S. Estrella Pkwy. along or adjacent to the frontage of the Property. The in-lieu payment shall be fifty percent (50%) of the actual cost of the full median and full median landscaping if the median and landscaping have been constructed and installed or if the payment is required before the full median and median landscaping has been constructed and installed, the payment shall be based on the estimated cost of the full median and median landscaping as determined by the City Engineer or his designee; 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. Any modifications to existing private irrigation facilities as a result of this development shall be coordinated with the appropriate Irrigation District/private owner; and

9. Owner shall relocate or replace existing traffic signal improvements (the existing pole and mast arm) to their ultimate locations at the southeast corner of the intersection of S. Estrella Parkway and W. Yuma Road and any necessary modifications to mast arm, pedestrian push button poles, ADA ramps, or other improvements impacted by widening of W. Yuma Road and S. Estrella Parkway to their ultimate configurations.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The property was rezoned on April 18, 2022, Ordinance No. 2022-1535. The preliminary plat for Fulton Homes Ballpark Village was approved by City Council on January 23, 2023.

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 and Map of Dedication is in substantial conformance with the Preliminary Plat.

Attachments

Final Plat

Aerial Photo

Preliminary Plat CAR

Final Plat

"Ballpark Village - Phase 1A"

A PORTION OF THE NORTHWEST QUARTER OF SECTION 17,
TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN,
CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS: FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "BALLPARK VILLAGE – PHASE 1A", A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION ("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.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION ("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 ON, OVER, ACROSS AND THROUGH TRACT G 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 EASEMENTS GRANTED TO THE CITY OF GOODYEAR LOCATED WITHIN THIS FINAL PLAT. THE NON-EXCLUSIVE ACCESS EASEMENT DEDICATED HEREON RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACT G.

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

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITEES, WATER AND ACCESS EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT A DESIGNATED AS "AE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER AND ACCESS EASEMENT AREAS"). THE WATER AND ACCESS EASEMENTS DEDICATED HEREON ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES, WATER METERS, FIRE HYDRANTS AND APPURTENANCES THERETO THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WATER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERRECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER AND ACCESS EASEMENT AREAS AND THE WATER AND ACCESS EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICES MANUAL. BECAUSE THE WATER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT-OF-WAY, OWNER AGREES TO INSTALL, MAINTAIN, REPAIR, AND REPLACE, PURSUANT TO PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE, IMPROVEMENTS UPON, OVER AND ACROSS THE WATER AND ACCESS EASEMENT AREAS AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICES MANUAL FOR PROVIDING ACCESS TO WATER FACILITIES (THE "ACCESS FACILITIES"), AND OWNER SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND

REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE WATER AND ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WATER AND ACCESS EASEMENT AREAS.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION ("OWNER"), HEREBY DEDICATES TO THE CITY NON-EXCLUSIVE ACCESS EASEMENT ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN TRACT A DESIGNATED AS "AE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "ACCESS EASEMENT AREA"). THE ACCESS EASEMENT DEDICATED HEREON ARE FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THIS EASEMENT IS TO: (I) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, AND (III) TO ALLOW THE CITY OF GOODYEAR INCLUDING ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACE IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREA AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY SERVICE PROVIDERS. OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREA IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND/OR LOCAL LAWS, ORDINANCES, POLICIES, PROCEDURES OR OTHER REQUIREMENTS APPLICABLE TO EMERGENCY ACCESS WAYS IN EFFECT AT THE TIME OF THE CONSTRUCTION OF THE EMERGENCY ACCESS IMPROVEMENTS, INCLUDING BY WAY OF EXAMPLE, BUT NOT LIMITED TO, THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICES MANUALS FOR IMPROVEMENTS NEEDED FOR EMERGENCY ACCESS (THE "EMERGENCY ACCESS ROAD"). OWNER SHALL MAINTAIN, THE EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION AND SHALL REPAIR AND REPLACE THE EMERGENCY ACCESS ROAD AS NEEDED TO HAVE AN EMERGENCY ACCESS ROAD IN GOOD WORKING CONDITION. IF OWNER FAILS TO MAINTAIN THE EMERGENCY ACCESS ROAD AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE EMERGENCY ACCESS ROAD CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE ACCESS EASEMENT DEDICATED HEREON RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE ACCESS EASEMENT AREA.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION ("OWNER"), HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, D AND F ON THIS FINAL PLAT AND 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 PREMISES DESCRIBED HEREIN 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, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN THE APPROVED GRADING AND DRAINAGE PLANS (THE "DRAINAGE FACILITIES"). OWNER, AT OWNER'S EXPENSE, SHALL BE RESPONSIBLE FOR OPERATING, 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; 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 INCURS 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 HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS A, D AND F.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION 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 A, B, C, D, E, AND F AND IN LOTS DESIGNATED AS PUE 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 PERMITEES. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION ("OWNER"), HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT

CORPORATION, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-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 NONACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION ("OWNER"), HEREBY DEDICATES TO THE BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION (THE "HOA") SIDEWALK LANDSCAPE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS IN THIS FINAL PLAT IDENTIFIED AS SWLE AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES (SIDEWALK LANDSCAPE EASEMENT AREAS). SUCH SIDEWALK EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING SIDEWALKS AND LANDSCAPING, INCLUDING IRRIGATION FACILITIES, BY THE HOA AND ITS PERMITEES; PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN AND AS DEDICATED AFORMENTIONED FOR THE PUE; AND FOR PEDESTRIAN TRAVEL BY THE HOA, THE MEMBERS OF THE HOA, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, GUESTS, AND INVITEES OVER ANY SIDEWALKS INSTALLED WITHIN THE SIDEWALK LANDSCAPE EASEMENT AREAS. THE SIDEWALK LANDSCAPE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE SIDEWALK LANDSCAPE EASEMENT AREAS.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION ("OWNER"), HEREBY DECLARES TRACTS A, B, C, D, E, F, AND G AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE BALLPARK VILLAGE COMMUNITY ASSOCIATION AND, SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, CONVEYS TRACTS A, B, C, D, E, F, AND G TO BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION ("GRANTOR"), WARRANTS AND COVENANTS TO THE CITY OF GOODYEAR, BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "GRANTEE") THAT GRANTOR IS LAWFULLY SEIZED AND POSSESSED OF THE PROPERTY DESCRIBED HEREIN; THAT GRANTOR HAS A GOOD AND LAWFUL RIGHT TO MAKE THE CONVEYANCE DESCRIBED HEREIN; AND THAT GRANTEE SHALL HAVE TITLE AND QUIET POSSESSION AGAINST THE CLAIMS OF ALL PERSONS WITH RESPECT TO THE PROPERTY BEING CONVEYED HEREIN.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, WARRANTS AND COVENANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO BIND FULTON HOMES CORPORATION, AN ARIZONA CORPORATION HAVE JOINED IN THIS DOCUMENT. THIS DOCUMENT RUNS WITH THE LAND IN FAVOR OF GRANTEE'S SUCCESSORS AND ASSIGNS

IN WITNESS WHEREOF: FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, 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 _____, 2024.

BY: FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS OWNER

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

ON THIS ____ DAY OF _____, 2024 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE _____ OF FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

COMMUNITY ASSOCIATION RATIFICATION AND CONSENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

KNOW ALL MEN BY THESE PRESENTS: BY THIS RATIFICATION AND CONSENT, BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION: (I) ACKNOWLEDGES, CONSENTS TO, AND ACCEPTS THE EASEMENTS DEDICATED TO BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION REFLECTED HEREIN; (II) ACKNOWLEDGES, CONSENTS TO, AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS PLAT; AND (III) AND HEREBY ACCEPTS OWNERSHIP OF TRACTS 1A THROUGH 2B, INCLUSIVE, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS GRANTED HEREIN, THAT ARE CONVEYED TO BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION AS PROVIDED HEREIN.

IN WITNESS WHEREOF, _____ HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2024.

BALLPARK VILLAGE COMMUNITY ASSOCIATION,

AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2024, BY _____, THE _____ OF BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE NON-PROFIT CORPORATION.

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

BY: _____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

HOME OWNERS ASSOCIATION (HOA) NOTES

- ALL TRACTS / LANDSCAPE AREAS SHALL BE MAINTAINED BY THE HOA.
- ALL PRIVATE STREETS AND SIDEWALK LANDSCAPE EASEMENT AREAS SHALL BE PRIVATE AND MAINTAINED BY THE HOA.
- ALL STREET LIGHTS SHALL BE MAINTAINED BY THE HOA.

LENDER OWNER STATEMENT

THE UNDERSIGNED, AS BENEFICIARY OF THAT CERTAIN DEED OF TRUST DOCUMENT RECORDED IN DOCUMENT NO. 2023-0493563 OF THE MARICOPA COUNTY RECORDER, HEREBY RELEASES ALL THAT REAL PROPERTY IDENTIFIED AS PUBLIC STREETS, FROM THE LIEN AND SECURITY INTEREST OF THE DEED OF TRUST DATED AS OF SEPTEMBER 20, 2023 BY FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS TRUSTOR, TO BENEFICIARY AND FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE. FURTHER, THE UNDERSIGNED CONSENTS TO THE DRAINAGE, RETENTION, UTILITY AND OTHER EASEMENTS FOR PUBLIC PURPOSES DESCRIBED ON THIS PLAT. THIS PARTIAL RELEASE SHALL IN NO WAY AFFECT OR OPERATE TO DISCHARGE THE LIEN OF THE DEED OF TRUST WITH RESPECT TO ANY OTHER OF THE PREMISES DESCRIBED ON THIS PLAT, BUT SHALL RELEASE THEREFROM ONLY THE REAL ESTATE WHICH IS DESCRIBED ABOVE. THE UNRELEASED REAL ESTATE COVERED BY THE DEED OF TRUST SHALL REMAIN AS SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS AND THE FULL PERFORMANCE OF ALL OF THE COVENANTS AND OBLIGATIONS SECURED THEREBY.

IN WITNESS WHEREOF, THIS PARTIAL RELEASE AND RECONVEYANCE OF DEED OF TRUST HAS BEEN EXECUTED AND DELIVERED THIS ____ DAY OF _____, 2024.

BY: M&T BANK, A NEW YORK CORPORATION, AS BENEFICIARY BY: FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS TRUSTOR

BY: THOMAS M. DALY ITS: VICE PRESIDENT BY: NORMAN LEE NICHOLLS ITS: PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

BEFORE ME ON THIS ____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE _____ OF _____, AND BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC DATE

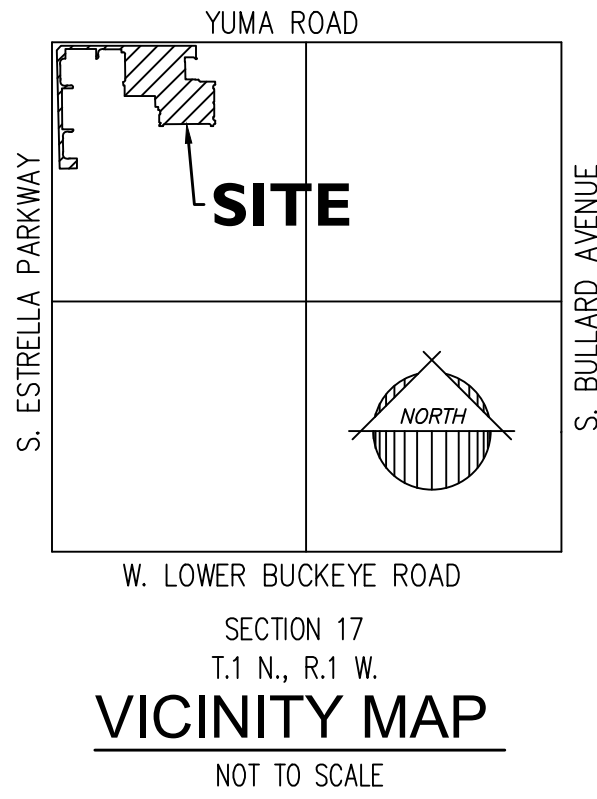
MY COMMISSION EXPIRES:

OWNER / DEVELOPER

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

ENGINEER

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



SHEET INDEX

- COVER, DEDICATION, AREA SUMMARY TABLE, BASIS OF BEARING AND CERTIFICATIONS
- NOTES AND LEGAL
- LEGEND, DETAIL, LOT AREA TABLE AND TRACT AREA & USE TABLE
- PLAT
- PLAT AND CURVE TABLE
- PLAT
- PLAT AND LINE TABLE

SITE SUMMARY TABLE

DESCRIPTION	AREA
EXISTING ZONING	PAD (PLANNED AREA DEVELOPMENT)
30 LOTS	3.3105 AC.
OPEN SPACE (A-F)	8.0019 AC.
PRIVATE STREET (TRACT G)	3.2707 AC.
RIGHT OF WAY	0.0018 AC.
TOTAL	14.5849 AC.

UTILITIES

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	CENTURYLINK /COX
REFUSE	CITY OF GOODYEAR
CABLE TV	CENTURYLINK / COX

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS MEASURED AND RECORDED IN BOOK 996 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS. BEARING: **NORTH 00 DEGREES 50 MINUTES 40 SECONDS WEST**

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF GOODYEAR, ARIZONA THIS ____ DAY OF _____, 2024.

BY: _____
MAYOR: JOE PIZZILLO

ATTEST: _____
CITY CLERK: DARCI MCCracken

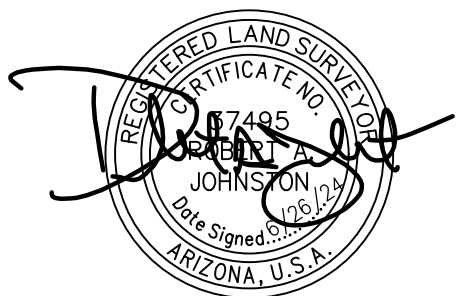
APPROVED BY THE CITY COUNCIL OF GOODYEAR, ARIZONA THIS ____ DAY OF _____, 2024.

MAYOR: _____
CITY ENGINEER: STEVE SCINTO

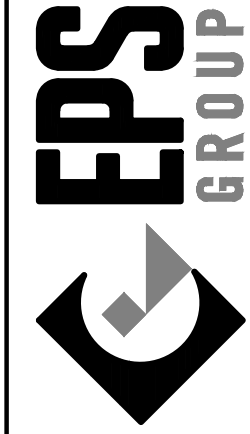
FINAL PLAT CERTIFICATION

I, ROBERT A. JOHNSTON HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH, 2023; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS.

LAND SURVEYOR:
ROBERT A. JOHNSTON, R.L.S. 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201



1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.1799
www.epsgroupinc.com



Project: "Ballpark Village - Phase 1A"
GOODYEAR, ARIZONA
Final Plat

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA 611
800-488-6848 or 602-258-1100
In Maricopa County: (602)258-1100

Drawn by: A.G.
Reviewed by: R.J.

Job No.
20-1537
FP01
Sheet No.
1
of 7

Jun 26, 2024 8:59am S:\Projects\2020\20-1537\Land Survey\Draws\Final Plot\Phase 1A - Final Plot\20-1537 - Phase 1A Plot.dwg knechero

GENERAL NOTES

A. WATER SERVICE NOTE

1. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARS 45-576 SUBSECTION B. THE CITY OF GOODYEARS ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITYS MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRO). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRORATA SHARE OF THE CITYS COST FOR CAGRO PARTICIPATION.
- B. 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.
- C. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
- D. 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.
1. 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.
2. 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.
3. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
4. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
5. 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.
- E. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
1. 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.
2. 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.
3. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE GOOD NORMAL GROWTH.
4. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND AN APPROXIMATE HEIGHT OF 3-INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.
5. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREA SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
6. 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.
- F. STRUCTURES WITHIN VISIBILITY TRIANGLES WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY TRIANGLES WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.
- G. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY AND THE BALLPARK VILLAGE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, SHALL EXECUTE AND PROVIDE TO THE CITY A STORM WATER MAINTENANCE AGREEMENT PRIOR TO THE ISSUANCE OF ANY PERMITS.
- H. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVER-FLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE BASE AND/OR THE PHOENIX-GOODYEAR AIRPORT. THE OWNER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR, DEVELOPER, AND HOMEOWNER FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR FUTURE DAMAGES AND COMPLAINTS OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE OPERATIONS OF SUCH AIRCRAFT NEAR AND OVER THE AREA.
- J. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
- K. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND WITH THE EXCEPTION OF 69KV OR LARGER POWER LINES.

- L. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- M. 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.
- O. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION, WITH THE FOLLOWING EXCEPTIONS: NONE.
- P. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE OWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT, AND/OR PUE.
- S. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION.
- AA. ALL TRACT LANDSCAPE AND OPEN SPACE IMPROVEMENTS SHALL BE COMPLETED UPON ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR A DWELLING UNIT WITHIN THE SUBDIVISION.
- BB. 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, BALLPARK/SPORTS COMPLEXES AND THE LIKE; AND
- CC. THE PROPERTY IS SUBJECT TO LOUD NOISES COMMONLY ASSOCIATED WITH WATER CAMPUSES, WELL SITES AND OTHER PUBLIC FACILITIES DISTRICTS AND THE LIKE; AND
- DD. PUBLIC ROADWAYS ADJACENT TO THE PROPERTY ARE SUBJECT TO ROAD CLOSURES AND COMMUNITY EVENTS ON ADJACENT PUBLIC RIGHTS-OF-WAY AND OPEN SPACES; AND
- EE. THE PROPERTY IS WITHIN CLOSE PROXIMITY OF LAND INTENDED FOR MULTI-STORY AND HIGH-DENSITY BUILDINGS WHICH MAY INCLUDE A VARIETY OF OFFICE, RETAIL, COMMERCIAL, HOTEL, MULTI-FAMILY AND PARKING USES; AND
- FF. OWNER SHALL OBTAIN FROM ALL INITIAL HOMEBUYERS AN EXECUTED ACKNOWLEDGEMENT THAT RUNS WITH THE LAND IN WHICH THE HOMEBUYER ACKNOWLEDGES THAT THE LOT THEY ARE PURCHASING IS: IN CLOSE PROXIMITY TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH USES; 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; 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, BALLPARK/SPORTS COMPLEXES AND THE LIKE; SUBJECT TO LOUD NOISES COMMONLY ASSOCIATED WITH WATER CAMPUSES, WELL SITES AND OTHER PUBLIC FACILITIES DISTRICTS AND THE LIKE; PUBLIC ROADWAYS ADJACENT TO THE PROPERTY ARE SUBJECT TO ROAD CLOSURES AND COMMUNITY EVENTS ON ADJACENT PUBLIC RIGHTS-OF-WAY AND OPEN SPACES; IS WITHIN CLOSE PROXIMITY OF LAND INTENDED FOR MULTI-STORY AND HIGH-DENSITY BUILDINGS WHICH MAY INCLUDE A VARIETY OF OFFICE, RETAIL, COMMERCIAL, HOTEL, MULTI-FAMILY AND PARKING USES; AND
- GG. OWNER WHO RENTS MORE THAN ONE RESIDENTIAL UNIT WITHIN THE PROPERTY SHALL OBTAIN AN EXECUTED ACKNOWLEDGMENT FROM EACH TENANT IN WHICH THE TENANT ACKNOWLEDGES THAT THE RESIDENTIAL UNIT THEY ARE RENTING IS: IN CLOSE PROXIMITY TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH USES; SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHT AND BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM LUKE AIR FORCE BASE AND OR THE PHOENIX-GOODYEAR AIRPORT; 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, BALLPARK/SPORTS COMPLEXES AND THE LIKE; SUBJECT TO LOUD NOISES COMMONLY ASSOCIATED WITH WATER CAMPUSES, WELL SITES AND OTHER PUBLIC FACILITIES DISTRICTS AND THE LIKE; PUBLIC ROADWAYS ADJACENT TO THE PROPERTY ARE SUBJECT TO ROAD CLOSURES AND COMMUNITY EVENTS ON ADJACENT PUBLIC RIGHTS-OF-WAY AND OPEN SPACES; IS WITHIN CLOSE PROXIMITY OF LAND INTENDED FOR MULTI-STORY AND HIGH-DENSITY BUILDINGS WHICH MAY INCLUDE A VARIETY OF OFFICE, RETAIL, COMMERCIAL, HOTEL, MULTI-FAMILY AND PARKING USES; AND
- HH. SIGNAGE SHALL BE POSTED WITHIN ALL SALES OFFICES AND, IF ANY, ALL RENTAL OFFICE OFFICES THAT THE PROPERTY IS: IN CLOSE PROXIMITY TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH USES; SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHT AND BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM LUKE AIR FORCE BASE AND OR THE PHOENIX-GOODYEAR AIRPORT; 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, BALLPARK/SPORTS COMPLEXES AND THE LIKE; SUBJECT TO LOUD NOISES COMMONLY ASSOCIATED WITH WATER CAMPUSES, WELL SITES AND OTHER PUBLIC FACILITIES DISTRICTS AND THE LIKE; PUBLIC ROADWAYS ADJACENT TO THE PROPERTY ARE SUBJECT TO ROAD CLOSURES AND COMMUNITY EVENTS ON ADJACENT PUBLIC RIGHTS-OF-WAY AND OPEN SPACES; IS WITHIN CLOSE PROXIMITY OF LAND INTENDED FOR MULTI-STORY AND HIGH-DENSITY BUILDINGS WHICH MAY INCLUDE A VARIETY OF OFFICE, RETAIL, COMMERCIAL, HOTEL, MULTI-FAMILY AND PARKING USES; AND
- II. SIGNAGE SHALL BE POSTED WITHIN ALL SALES OFFICES AND, IF ANY, ALL RENTAL OFFICE OFFICES IDENTIFYING THE LOCATION OF THE LUKE AIR FORCE BASE: ACCIDENT POTENTIAL ZONES (APZS), 65 LDN AND HIGHER NOISE CONTOURS, DEPARTURE CORRIDORS, AND VICINITY BOUNDARY. THIS DISPLAY SHALL INCLUDE A 24-INCH X 36-INCH MAP AT THE MAIN ENTRANCE OF SUCH SALES AND RENTAL OFFICES AND SHALL INCLUDE THE APPROXIMATE LOCATIONS OF THE LUKE AIR FORCE BASE: ACCIDENT POTENTIAL ZONES (APZS), 65 LDN AND HIGHER NOISE CONTOURS, DEPARTURE CORRIDORS, AND VICINITY BOUNDARY AND ALL OF THE BUILDINGS ON THE PROPERTY; AND
- KK. SIGNAGE SHALL BE POSTED WITHIN ALL SALES OFFICES AND, IF ANY, ALL RENTAL OFFICE OFFICES IDENTIFYING THE LOCATION OF THE PHOENIX GOODYEAR AIRPORT: 65 LDN AND HIGHER NOISE CONTOURS, DEPARTURE CORRIDORS, AND VICINITY BOUNDARY. THIS DISPLAY SHALL INCLUDE A 24-INCH X 36-INCH MAP AT THE MAIN ENTRANCE OF SUCH SALES AND RENTAL OFFICES AND SHALL INCLUDE THE APPROXIMATE LOCATIONS OF THE PHOENIX GOODYEAR AIRPORT: 65 LDN AND HIGHER NOISE CONTOURS, DEPARTURE CORRIDORS, AND VICINITY BOUNDARY AND ALL OF THE BUILDINGS ON THE PROPERTY; AND

LEGAL DESCRIPTION

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

COMMENCING AT A BRASS CAP IN A HAND HOLE AT THE WEST QUARTER CORNER OF SAID SECTION 17, FROM WHICH A BRASS CAP IN A HAND HOLE AT THE NORTHWEST CORNER OF SAID SECTION 17, BEARS NORTH 0 DEGREES 50 MINUTES 40 SECONDS WEST (BASIS OF BEARING) 2649.71 FEET;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, NORTH 0 DEGREES 50 MINUTES 40 SECONDS WEST, 1323.01 FEET;

THENCE NORTH 89 DEGREES 09 MINUTES 20 SECONDS EAST, 85.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF THE WEST 85.00 FEET OF SAID NORTHWEST QUARTER, NORTH 0 DEGREES 50 MINUTES 40 SECONDS WEST, 1204.63 FEET;

THENCE NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST, 62.86 FEET;

THENCE ALONG THE SOUTH LINE OF THE NORTH 75.00 FEET OF SAID NORTHWEST QUARTER, SOUTH 89 DEGREES 26 MINUTES 33 SECONDS EAST, 1375.15 FEET;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 118.04 FEET;

THENCE SOUTH 31 DEGREES 43 MINUTES 40 SECONDS EAST, 13.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 31 DEGREES 43 MINUTES 40 SECONDS EAST A DISTANCE OF 45.00 FEET;

THENCE SOUTHWESTERLY 11.02 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14 DEGREES 01 MINUTES 53 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 45 DEGREES 45 MINUTES 32 SECONDS WEST, 31.38 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, 90.71 FEET;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 45.00 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, 3.71 FEET;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 180.00 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, 102.00 FEET;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 5.00 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, 33.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST A DISTANCE OF 20.00 FEET;

THENCE SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, 147.82 FEET;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 33.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST A DISTANCE OF 20.00 FEET;

THENCE SOUTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 12.48 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 7.50 FEET;

THENCE SOUTHEASTERLY 7.85 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS;

THENCE SOUTH 59 DEGREES 41 MINUTES 53 SECONDS EAST, 2.31 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 8.50 FEET;

THENCE SOUTHEASTERLY 8.90 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 120.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 8.50 FEET;

THENCE SOUTHWESTERLY 8.90 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS;

THENCE SOUTH 60 DEGREES 18 MINUTES 07 SECONDS WEST, 2.31 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 7.50 FEET;

THENCE SOUTHERLY 15.71 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 120 DEGREES 00 MINUTES 00 SECONDS;

THENCE SOUTH 59 DEGREES 41 MINUTES 53 SECONDS EAST, 2.31 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 8.50 FEET;

THENCE SOUTHEASTERLY 8.90 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 120.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST A DISTANCE OF 8.50 FEET;

THENCE SOUTHWESTERLY 8.90 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 03 SECONDS;

THENCE SOUTH 60 DEGREES 18 MINUTES 07 SECONDS WEST, 2.31 FEET TO THE

BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 7.50 FEET;

THENCE SOUTHWESTERLY 7.85 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 12.48 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 33.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST A DISTANCE OF 20.00 FEET;

THENCE SOUTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, 27.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 89 DEGREES 41 MINUTES 53 SECONDS WEST A DISTANCE OF 20.00 FEET;

THENCE NORTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, 446.23 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, 37.00 FEET;

THENCE NORTH 0 DEGREES 18 MINUTES 07 SECONDS EAST, 10.94 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 8.50 FEET;

THENCE NORTHEASTERLY 8.90 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 60 DEGREES 18 MINUTES 07 SECONDS EAST, 2.31 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 7.50 FEET;

THENCE NORTHERLY 15.71 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 120 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 59 DEGREES 41 MINUTES 53 SECONDS WEST, 2.31 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 8.50 FEET;

THENCE NORTHWESTERLY 8.90 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 0 DEGREES 18 MINUTES 07 SECONDS EAST, 72.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 8.50 FEET;

THENCE NORTHEASTERLY 8.90 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 60 DEGREES 18 MINUTES 07 SECONDS EAST, 2.31 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 7.50 FEET;

THENCE NORTHEASTERLY 7.85 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 0 DEGREES 18 MINUTES 07 SECONDS EAST, 17.03 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 0 DEGREES 18 MINUTES 07 SECONDS EAST, 33.00 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, 31.00 FEET;

THENCE NORTH 0 DEGREES 18 MINUTES 07 SECONDS EAST, 110.00 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, 312.00 FEET;

THENCE NORTH 0 DEGREES 18 MINUTES 07 SECONDS EAST, 110.00 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, 13.00 FEET;

THENCE NORTH 0 DEGREES 18 MINUTES 07 SECONDS EAST, 33.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 0 DEGREES 18 MINUTES 07 SECONDS EAST A DISTANCE OF 20.00 FEET;

THENCE NORTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 0 DEGREES 18 MINUTES 07 SECONDS EAST, 260.40 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, 16.58 FEET;

THENCE NORTH 0 DEGREES 18 MINUTES 07 SECONDS EAST, 33.00 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, 166.84 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 45.00 FEET;

THENCE NORTHWESTERLY 15.07 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19 DEGREES 11 MINUTES 17 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 45.00 FEET;

THENCE SOUTHWESTERLY 100.83 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 128 DEGREES 22 MINUTES 35 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 45.00 FEET;

THENCE SOUTHEASTERLY 15.07 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19 DEGREES 11 MINUTES 17 SECONDS;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 6.82 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 0 DEGREES 18 MINUTES 07 SECONDS EAST, 102.00 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, 315.00 FEET;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 98.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 14 DEGREES 35 MINUTES 48 SECONDS WEST A DISTANCE OF 45.00 FEET;

THENCE SOUTHWESTERLY 96.98 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 123 DEGREES 28 MINUTES 58 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 45.00 FEET;

THENCE SOUTHEASTERLY 15.07 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19 DEGREES 11 MINUTES 17 SECONDS;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 130.84 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 45.00 FEET;

THENCE SOUTHWESTERLY 15.07 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19 DEGREES 11 MINUTES 17 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 45.00 FEET;

THENCE SOUTHEASTERLY 100.83 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 128 DEGREES 22 MINUTES 35 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 45.00 FEET;

THENCE NORTHEASTERLY 15.07 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19 DEGREES 11 MINUTES 17 SECONDS;

THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, 36.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 8.50 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, 110.00 FEET;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 416.00 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, 110.00 FEET;

SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 8.50 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 89 DEGREES 41 MINUTES 53 SECONDS WEST, 13.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 45.00 FEET;

THENCE NORTHWESTERLY 15.07 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19 DEGREES 11 MINUTES 17 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 45.00 FEET;

THENCE SOUTHWESTERLY 100.83 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 128 DEGREES 22 MINUTES 35 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 45.00 FEET;

THENCE SOUTHEASTERLY 15.07 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19 DEGREES 11 MINUTES 17 SECONDS;

THENCE SOUTH 0 DEGREES 18 MINUTES 07 SECONDS WEST, 130.84 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 45.00 FEET;

THENCE SOUTHWESTERLY 15.07 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19 DEGREES 11 MINUTES 17 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 45.00 FEET;

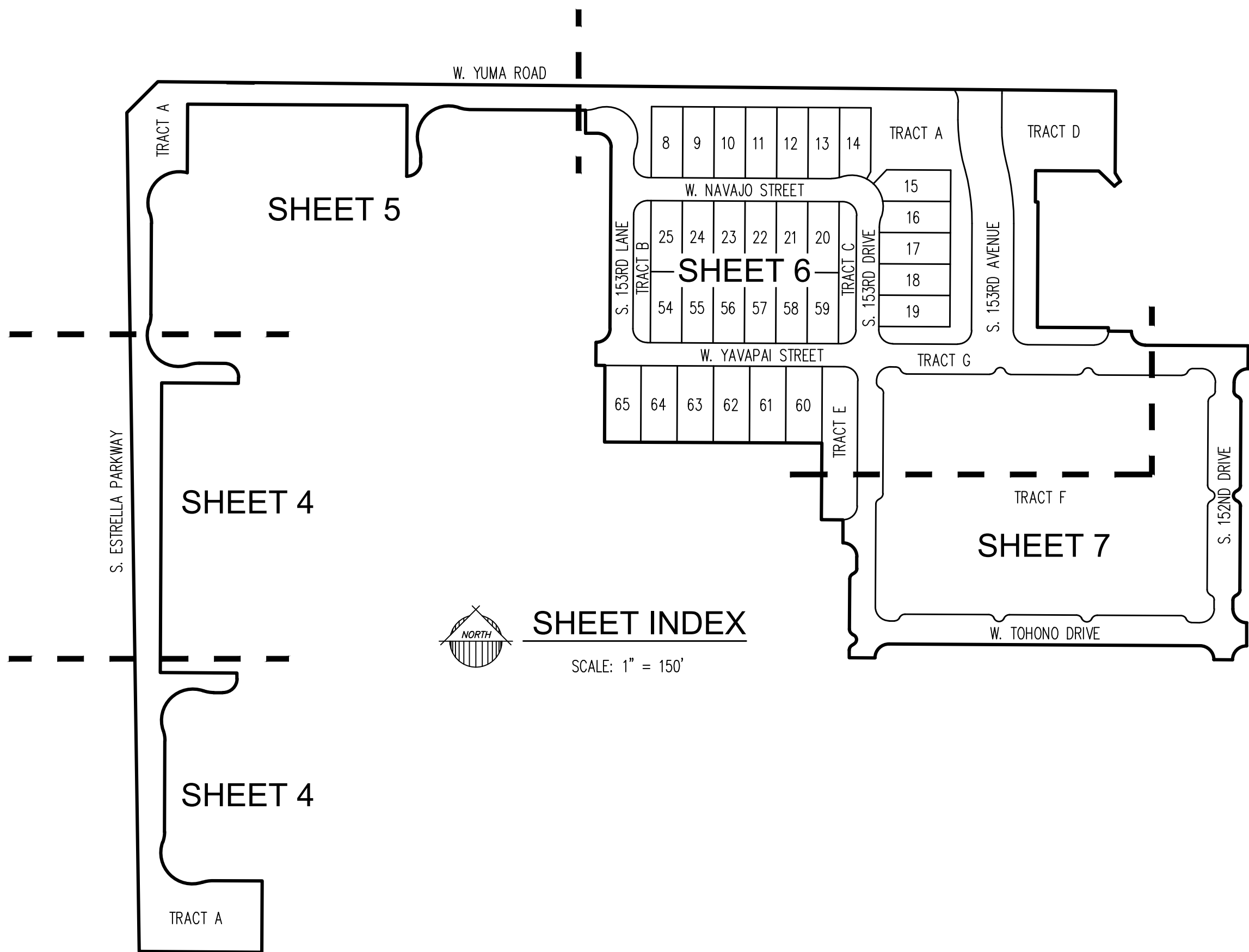
THENCE SOUTHEASTERLY 100.83 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 128 DEGREES 22 MINUTES

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
8	4,590	0.1054
9	4,590	0.1054
10	4,590	0.1054
11	4,590	0.1054
12	4,590	0.1054
13	4,584	0.1052
14	4,426	0.1016
15	4,598	0.1056
16	4,478	0.1028
17	4,590	0.1054
18	4,590	0.1054
19	4,590	0.1054
20	4,590	0.1054
21	4,590	0.1054
22	4,590	0.1054

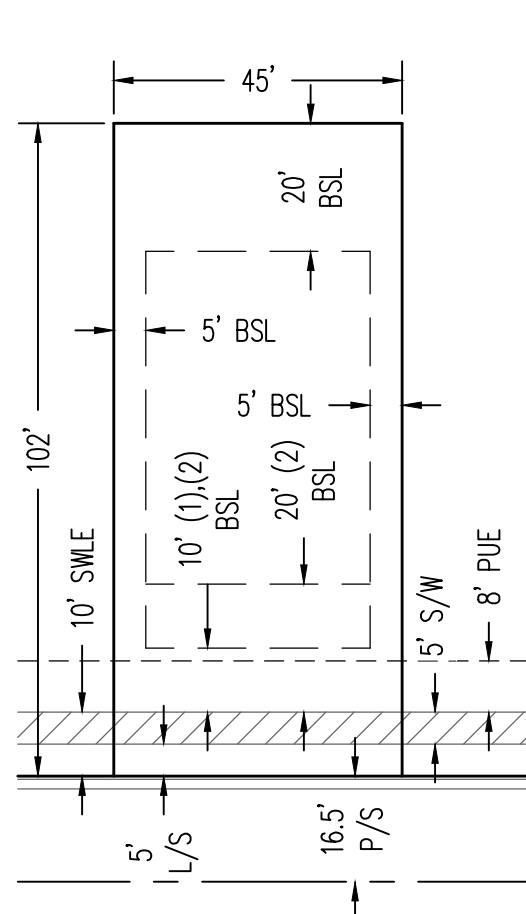
LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
23	4,590	0.1054
24	4,590	0.1054
25	4,590	0.1054
54	4,590	0.1054
55	4,590	0.1054
56	4,590	0.1054
57	4,590	0.1054
58	4,590	0.1054
59	4,590	0.1054
60	5,720	0.1313
61	5,720	0.1313
62	5,720	0.1313
63	5,720	0.1313
64	5,720	0.1313
65	5,720	0.1313

TRACT USE TABLE				
TRACT	USE	AREA (SF)	AREA (AC)	OWNED / MAINTAINED
TRACT A	LANDSCAPE / OPEN SPACE / RETENTION / WATER EASEMENT / EMERGENCY ACCESS EASEMENT / SIDEWALK LANDSCAPE EASEMENT / PUBLIC UTILITY EASEMENT	132,480	3.0413	HOA / HOA
TRACT B	LANDSCAPE / OPEN SPACE / SIDEWALK LANDSCAPE EASEMENT / PUBLIC UTILITY EASEMENT	4,928	0.1131	HOA / HOA
TRACT C	LANDSCAPE / OPEN SPACE / SIDEWALK LANDSCAPE EASEMENT / PUBLIC UTILITY EASEMENT	4,928	0.1131	HOA / HOA
TRACT D	LANDSCAPE / OPEN SPACE / RETENTION / SIDEWALK LANDSCAPE EASEMENT / PUBLIC UTILITY EASEMENT	29,995	0.6886	HOA / HOA
TRACT E	LANDSCAPE / OPEN SPACE / SIDEWALK LANDSCAPE EASEMENT / PUBLIC UTILITY EASEMENT	11,048	0.2536	HOA / HOA
TRACT F	LANDSCAPE / OPEN SPACE / RETENTION / SIDEWALK LANDSCAPE EASEMENT / PUBLIC UTILITY EASEMENT / AMENITY	165,184	3.7921	HOA / HOA
TRACT G	PRIVATE STREET	142,472	3.2707	HOA / HOA

ALL TRACTS ARE TO OWNED AND MAINTAINED BY THE BALLPARK VILLAGE COMMUNITY ASSOCIATION

R45 (R1-4 REDUCED)

LOT AREA (MIN.)	4,050 SQ. FT.
LOT WIDTH (MIN.)	45 FEET
LOT DEPTH (MIN.)	90 FEET
HEIGHT (MAX)	30 FEET (2-STORIES)
LOT COVERAGE (MAX)	60%

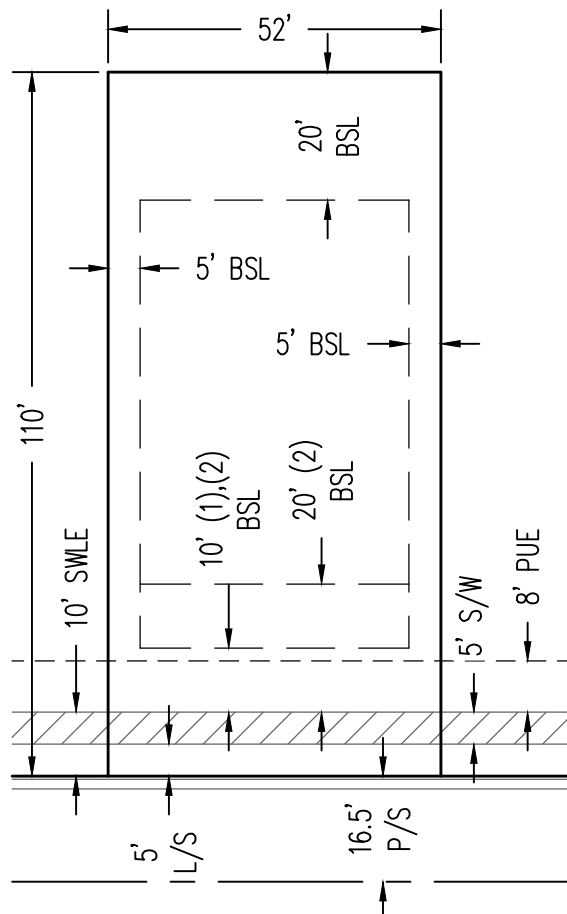


TYPICAL R45
(45' X 102' LOT)

NOT TO SCALE

R52 (R1-6 REDUCED)

LOT AREA (MIN.)	5,500 SQ. FT.
LOT WIDTH (MIN.)	52 FEET
LOT DEPTH (MIN.)	100 FEET
HEIGHT (MAX)	30 FEET (2-STORIES)
LOT COVERAGE (MAX)	60%



TYPICAL R52
(52' X 110' LOT)

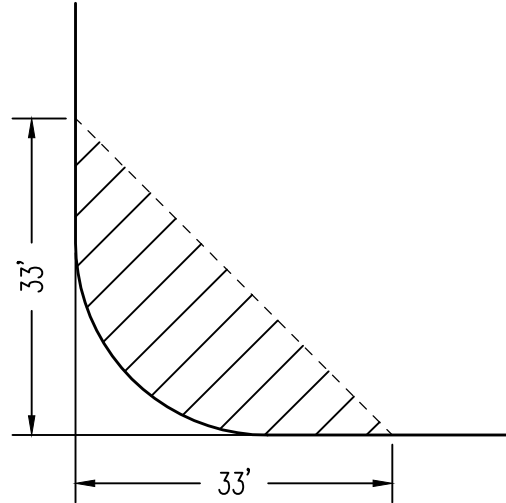
NOT TO SCALE

DEVELOPMENT STANDARDS NOTES

- (1) FRONT SETBACK SHALL BE MEASURED TO PATIOS, LIVABLE SPACE, AND SIDE ENTRY GARAGES.
- (2) FRONT SETBACK SHALL BE MEASURED FROM BACK OF SIDEWALK TO FACE OF FRONT FACING GARAGE DOOR. FRONT SETBACK FROM A PUBLIC OR PRIVATE STREET THAT IS NOT PROVIDING DIRECT VEHICULAR ACCESS TO HOMES SHALL BE 10 FEET MEASURED FROM BACK OF SIDEWALK TO COVERED PATIOS AND LIVABLE SPACE.
- (3) SIDE SETBACKS SHALL BE 5' ON EACH SIDE WITH A 5' USE & BENEFIT EASEMENT ON THE NON-COURTYARD SIDE OF THE LOT.
- (4) WHERE A MINIMUM 10-FOOT WIDE LANDSCAPE TRACT IS PROVIDED, THE TYPICAL SIDE SETBACKS, RATHER THAN THE STREET SIDE SETBACKS APPLIES.
- (5) ALL SINGLE-FAMILY RESIDENTIAL UNITS WITHIN THE R35 LAND USE DISTRICT SHALL BE ALLEY-LOADED AND, UNLESS OTHERWISE AGREED TO BY THE ZONING ADMINISTRATOR IN HIS SOLE DISCRETION, PAVERS/DECORATIVE CONCRETE SHALL BE INSTALLED WITHIN THE ENTRANCES INTO THE ALLEYS EXCEPT FOR CURBING AND GUTTERS

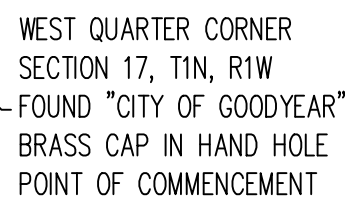
LEGEND

●	FOUND SURVEY MONUMENT AS NOTED
○	CORNER OF SUBDIVISION, MONUMENT AS NOTED.
●	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
APN:	ASSESSORS' PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORD
BSL	BUILDING SETBACK LINE
EAE	EMERGENCY ACCESS EASEMENT
SWLE	SIDEWALK LANDSCAPE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
WE	WATER EASEMENT
P/S	PRIVATE STREET TRACT
R/W	RIGHT-OF-WAY
_____	PROPERTY LINE
_____	PRIVATE STREET LINE
_____	LOT LINE
_____	CENTER LINE
_____	SECTION LINE
_____	EXISTING LOT LINE
_____	EXISTING CENTER LINE
_____	EXISTING EASEMENT LINE
_____	TIE LINE

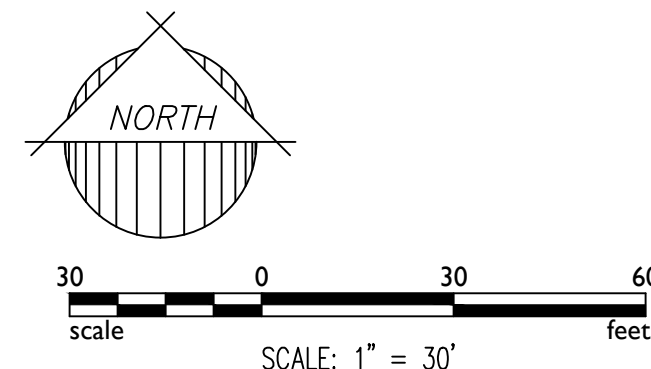


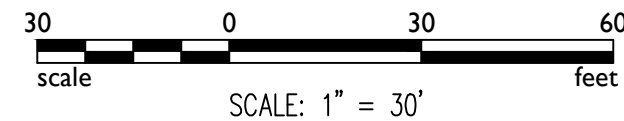
SIGHT VISIBILITY TRIANGLE

NOT TO SCALE



◻ ●	FOUND SURVEY MONUMENT AS NOTED
○	CORNER OF SUBDIVISION, MONUMENT AS NOTED.
⊙	SET BRASS CAP AT COMPLETION OF CONSTRUCTION
APN:	ASSESSOR'S PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORD
BSL	BUILDING SETBACK LINE
EAE	EMERGENCY ACCESS EASEMENT
SWLE	SIDEWALK LANDSCAPE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
WE	WATER EASEMENT
P/S	PRIVATE STREET TRACT
R/W	RIGHT-OF-WAY
_____	PROPERTY LINE
_____	PRIVATE STREET LINE
_____	LOT LINE
— — — — —	CENTER LINE
— — — — —	SECTION LINE
_____	EXISTING LOT LINE
— — — — —	EXISTING CENTER LINE
-----	EXISTING EASEMENT LINE
-----	TIE LINE





MATCH LINE SEE SHEET 4 OF 7

150' COUNTY HIGHWAY
DOCUMENT 1998-0457112, M.C.R.

7' HIGHWAY EASEMENT
DOCKET 6219,
PAGE 849, M.C.R.

7' HIGHWAY EASEMENT
DOCKET 5830,
PAGE 501, M.C.R.

66' COUNTY ROAD
BOOK 3 OF ROAD MAPS
PAGE 16, M.C.R.

40' COUNTY ROAD
BOOK 17 OF
ROAD MAPS
PAGE 10, M.C.R.

35' R/W, DEED
2000-0062102, M.C.R.

S. ESTRELLA PARKWAY

N00°50'40"W 1,204.63'

938.28'

S00°18'07"W 130.84'

8' PUE

8' PUE

5' SWLE

LEGEND

- FOUND SURVEY MONUMENT AS NOTED
- CORNER OF SUBDIVISION, MONUMENT AS NOTED.
- SET BRASS CAP AT COMPLETION OF CONSTRUCTION
- ASSESSORS PARCEL NUMBER
- MARICOPA COUNTY RECORD
- BUILDING SETBACK LINE
- EMERGENCY ACCESS EASEMENT
- SIDEWALK LANDSCAPE EASEMENT
- PUBLIC UTILITY EASEMENT
- SIGHT VISIBILITY TRIANGLE EASEMENT
- VEHICULAR NON-ACCESS EASEMENT
- WATER EASEMENT
- PRIVATE STREET TRACT
- RIGHT-OF-WAY
- PROPERTY LINE
- PRIVATE STREET LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- EXISTING LOT LINE
- EXISTING CENTER LINE
- EXISTING EASEMENT LINE
- TIE LINE

APN:
M.C.R.
BSL
EAE
SWLE
PUE
SVT
VNAE
WE
P/S
R/W

APN: 500-07-0100
DOCUMENT 2021-0567870, M.C.R.
UNSUBDIVIDED
(NOT-A-PART)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	11.02'	45.00'	14°01'53"	10.99'	S51°15'24"W
C2	31.42'	20.00'	90°00'00"	28.28'	S44°41'53"E
C3	31.42'	20.00'	90°00'00"	28.28'	S45°18'07"W
C4	7.85'	7.50'	60°00'00"	7.50'	S29°41'53"E
C5	8.90'	8.50'	60°00'00"	8.50'	S29°41'53"E
C6	8.90'	8.50'	60°00'00"	8.50'	S30°18'07"W
C7	15.71'	7.50'	120°00'00"	12.99'	S00°18'07"W
C8	8.90'	8.50'	60°00'00"	8.50'	S29°41'53"E
C9	8.90'	8.50'	60°00'03"	8.50'	S30°18'06"W
C10	7.85'	7.50'	60°00'00"	7.50'	S30°18'07"W
C11	31.42'	20.00'	90°00'00"	28.28'	S44°41'53"E
C12	31.42'	20.00'	90°00'00"	28.28'	S45°18'07"W
C13	31.42'	20.00'	90°00'00"	28.28'	N44°41'53"W
C14	31.42'	20.00'	90°00'00"	28.28'	S45°18'07"W
C15	8.90'	8.50'	60°00'00"	8.50'	N30°18'07"E
C16	15.71'	7.50'	120°00'00"	12.99'	N00°18'07"E
C17	8.90'	8.50'	60°00'00"	8.50'	N29°41'53"W
C18	8.90'	8.50'	60°00'00"	8.50'	N30°18'07"E
C19	7.85'	7.50'	60°00'00"	7.50'	N30°18'07"E
C20	31.42'	20.00'	90°00'00"	28.28'	N44°41'53"W
C21	31.42'	20.00'	90°00'00"	28.28'	N45°18'07"E
C22	31.42'	20.00'	90°00'00"	28.28'	N44°41'53"W
C23	15.07'	45.00'	19°11'17"	15.00'	N80°06'14"W
C24	100.83'	45.00'	128°22'35"	81.02'	S45°18'07"W
C25	15.07'	45.00'	19°11'17"	15.00'	S09°17'31"E
C26	31.42'	20.00'	90°00'00"	28.28'	S45°18'07"W
C27	96.98'	45.00'	123°28'58"	79.27'	S42°51'19"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C28	15.07'	45.00'	19°11'17"	15.00'	S09°17'31"E
C29	15.07'	45.00'	19°11'17"	15.00'	S09°53'46"W
C30	100.83'	45.00'	128°22'35"	81.02'	S44°41'53"E
C31	15.07'	45.00'	19°11'17"	15.00'	N80°42'29"E
C32	31.42'	20.00'	90°00'00"	28.28'	S44°41'53"E
C33	31.42'	20.00'	90°00'00"	28.28'	S45°18'07"W
C34	15.07'	45.00'	19°11'17"	15.00'	N80°06'14"W
C35	100.83'	45.00'	128°22'35"	81.02'	S45°18'07"W
C36	15.07'	45.00'	19°11'17"	15.00'	S09°17'31"E
C37	15.07'	45.00'	19°11'17"	15.00'	S09°53'46"W
C38	100.83'	45.00'	128°22'35"	81.02'	S44°41'53"E
C39	15.07'	45.00'	19°11'17"	15.00'	N80°42'29"E
C40	19.80'	30.00'	37°49'04"	19.44'	N18°36'25"W
C41	5.16'	30.00'	9°50'58"	5.15'	S05°13'36"W
C42	72.34'	247.40'	16°45'09"	72.08'	S08°04'27"E
C43	48.67'	187.40'	14°52'45"	48.53'	S07°08'15"E
C44	78.23'	289.43'	15°29'11"	77.99'	N07°26'07"W
C45	90.74'	349.29'	14°53'07"	90.49'	N07°08'15"W
C46	31.42'	20.00'	90°00'00"	28.28'	N45°18'07"E
C47	31.42'	20.00'	90°00'00"	28.28'	S44°41'53"E
C48	31.42'	20.00'	90°00'00"	28.28'	S44°41'53"E
C49	31.42'	20.00'	90°00'00"	28.28'	N45°18'07"E
C50	75.85'	224.40'	19°22'03"	75.49'	S09°22'54"E
C51	97.27'	306.30'	18°11'40"	96.86'	N08°47'15"W
C52	15.07'	45.00'	19°11'17"	15.00'	S09°53'46"W
C53	31.42'	20.00'	90°00'00"	28.28'	N44°41'53"W
C54	100.83'	45.00'	128°22'35"	81.02'	N44°41'53"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C55	15.07'	45.00'	19°11'17"	15.00'	N80°42'29"E
C56	31.42'	20.00'	90°00'00"	28.28'	S45°18'07"W
C57	31.42'	20.00'	90°00'00"	28.28'	S44°41'53"E
C58	15.07'	45.00'	19°11'17"	15.00'	S09°53'46"W
C59	100.83'	45.00'	128°22'35"	81.02'	N44°41'53"W
C60	15.07'	45.00'	19°11'17"	15.00'	N80°42'29"E
C61	31.42'	20.00'	90°00'00"	28.28'	S44°41'53"E
C62	31.42'	20.00'	90°00'00"	28.28'	N44°41'53"W
C63	31.42'	20.00'	90°00'00"	28.28'	S45°18'07"W
C64	7.85'	7.50'	60°00'00"	7.50'	S29°41'53"E
C65	8.90'	8.50'	60°00'05"	8.50'	N29°41'51"W
C66	7.85'	7.50'	60°00'00"	7.50'	N59°41'53"E
C67	8.90'	8.50'	60°00'00"	8.50'	S59°41'53"E
C68	31.42'	20.00'	90°00'00"	28.28'	N45°18'07"E
C69	8.90'	8.50'	60°00'00"	8.50'	N30°18'07"E
C70	7.85'	7.50'	60°00'00"	7.50'	S30°18'07"W
C71	31.42'	20.00'	90°00'00"	28.28'	S44°41'53"E
C72	7.85'	7.50'	60°00'00"	7.50'	N60°18'07"E
C73	8.90'	8.50'	60°00'03"	8.50'	S60°18'09"W
C74	8.90'	8.50'	60°00'00"	8.50'	N59°41'53"W
C75	15.71'	7.50'	120°00'00"	12.99'	S89°41'53"E
C76	8.90'	8.50'	60°00'00"	8.50'	S60°18'07"W
C77	8.90'	8.50'	60°00'00"	8.50'	N59°41'53"W
C78	15.71'	7.50'	120°00'00"	12.99'	S89°41'53"E
C79	8.90'	8.50'	60°00'00"	8.50'	S60°18'07"W
C80	8.90'	8.50'	60°00'00"	8.50'	N59°41'53"W
C81	7.85'	7.50'	60°00'00"	7.50'	S59°41'53"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C82	31.42'	20.00'	90°00'00"	28.28'	N45°18'07"E
C83	7.85'	7.50'	60°00'00"	7.50'	N29°41'53"W
C84	8.90'	8.50'	60°00'03"	8.50'	S29°41'51"E
C85	8.90'	8.50'	60°00'00"	8.50'	S30°18'07"W
C86	15.71'	7.50'	120°00'00"	12.99'	N00°18'07"E
C87	8.90'	8.50'	60°00'00"	8.50'	S29°41'53"E
C88	8.90'	8.50'	60°00'00"	8.50'	S30°18'07"W
C89	7.85'	7.50'	60°00'00"	7.50'	N30°18'07"E
C90	31.42'	20.00'	90°00'00"	28.28'	N44°41'53"W
C91	7.85'	7.50'	60°00'00"	7.50'	S60°18'07"W
C92	8.90'	8.50'	60°00'00"	8.50'	N60°18'07"E
C93	8.90'	8.50'	60°00'00"	8.50'	S59°41'53"E
C94	15.71'	7.50'	120°00'00"	12.99'	N89°41'53"W
C95	8.90'	8.50'	60°00'00"	8.50'	N60°18'07"E
C96	8.90'	8.50'	60°00'00"	8.50'	S59°41'53"E
C97	15.71'	7.50'	120°00'00"	12.99'	N89°41'53"W
C98	8.90'	8.50'	60°00'00"	8.50'	N60°18'07"E
C99	31.42'	20.00'	90°00'00"	28.28'	N45°18'07"E
C100	29.91'	20.00'	85°41'56"	27.20'	N47°27'09"E
C101	29.91'	20.00'	85°41'56"	27.20'	N46°50'55"W
C102	20.94'	20.00'	60°00'00"	20.00'	N30°18'07"E
C103	95.28'	50.00'	109°11'17"	81.51'	S35°42'29"W
C104	95.28'	50.00'	109°11'17"	81.51'	S35°06'14"E
C105	95.28'	50.00'	109°11'17"	81.51'	S35°42'29"W
C106	95.28'	50.00'	109°11'17"	81.51'	S54°53'46"W
C107	95.28'	50.00'	109°11'18"	81.51'	N54°17'31"E
C108	26.36'	20.00'	75°31'21"	24.49'	N52°32'27"E

NORTHWEST CORNER
SECTION 17, T1N, R1W
FOUND "CITY OF GOODYEAR"
BRASS CAP IN HAND HOLE

7' HIGHWAY EASEMENT
DOCKET 5830,
PAGE 501, M.C.R.

66' COUNTY ROAD
BOOK 1 OF ROAD MAPS
PAGE 9, M.C.R.

S89°26'33"E 2,587.27'
1,303.50'

W. YUMA ROAD

S89°26'33"E 1,375.15'

N89°41'53"W 315.00'

35' R/W
DEED 2000-0253687,
M.C.R.

8' PUE

8' PUE

5' SWLE

8' PUE

8' PUE

5' SWLE

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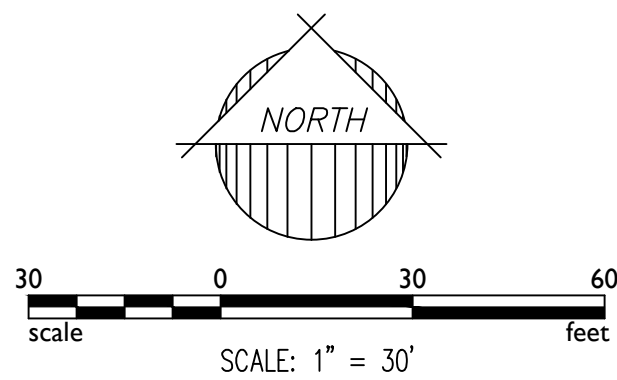
8' PUE

5' SWLE

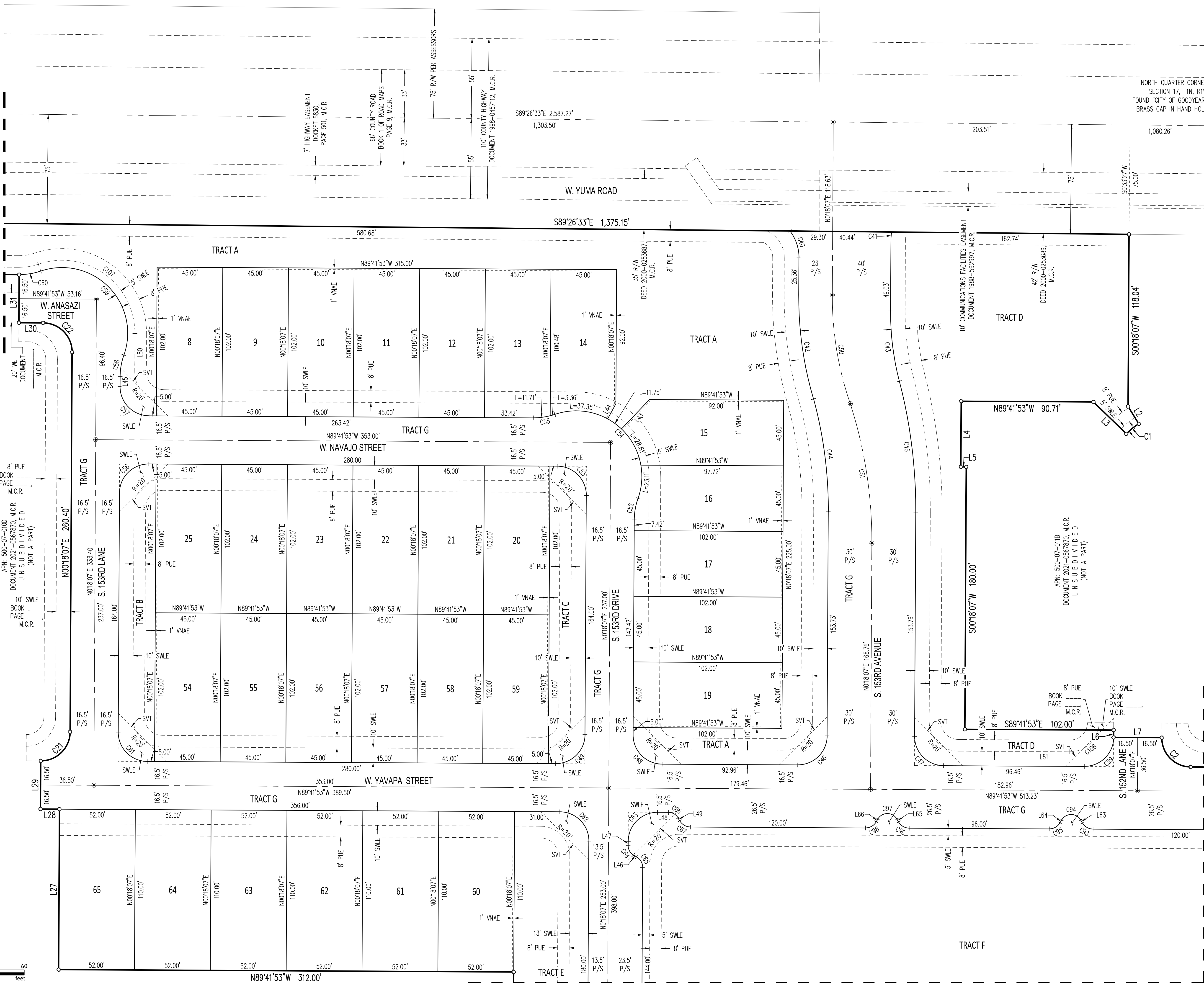
8' PUE

APN: 500-07-0100
DOCUMENT 2021-0567870, M.C.R.
UNSUBDIVIDED
(NOT-A-PART)

MATCH LINE SEE SHEET 6 OF 7



MATCH LINE SEE SHEET 5 OF 7



MATCH LINE SEE SHEET 7 OF 7

1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com

Project:

"Ballpark Village - Phase 1A"

GOODYEAR, ARIZONA

Final Plat

Revisions:

Call at least two full working days before you begin excavation.

ARIZONA

State of Arizona
In Maricopa County, (002263-1109)

Drawn by:

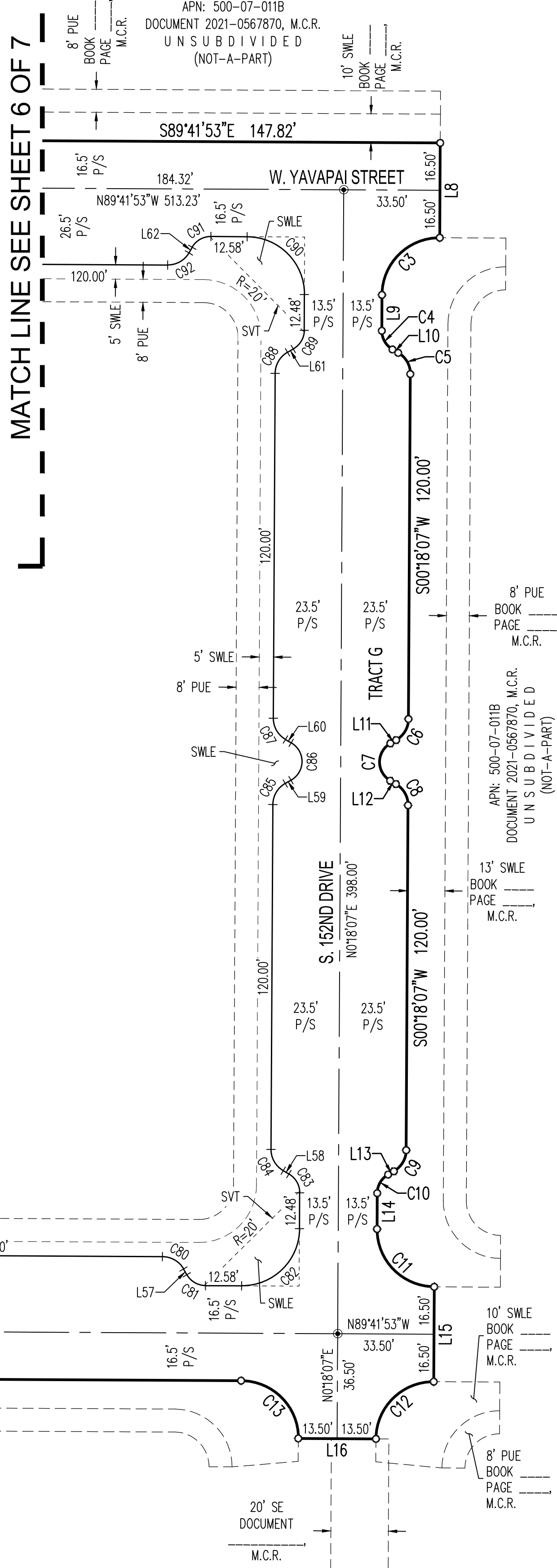
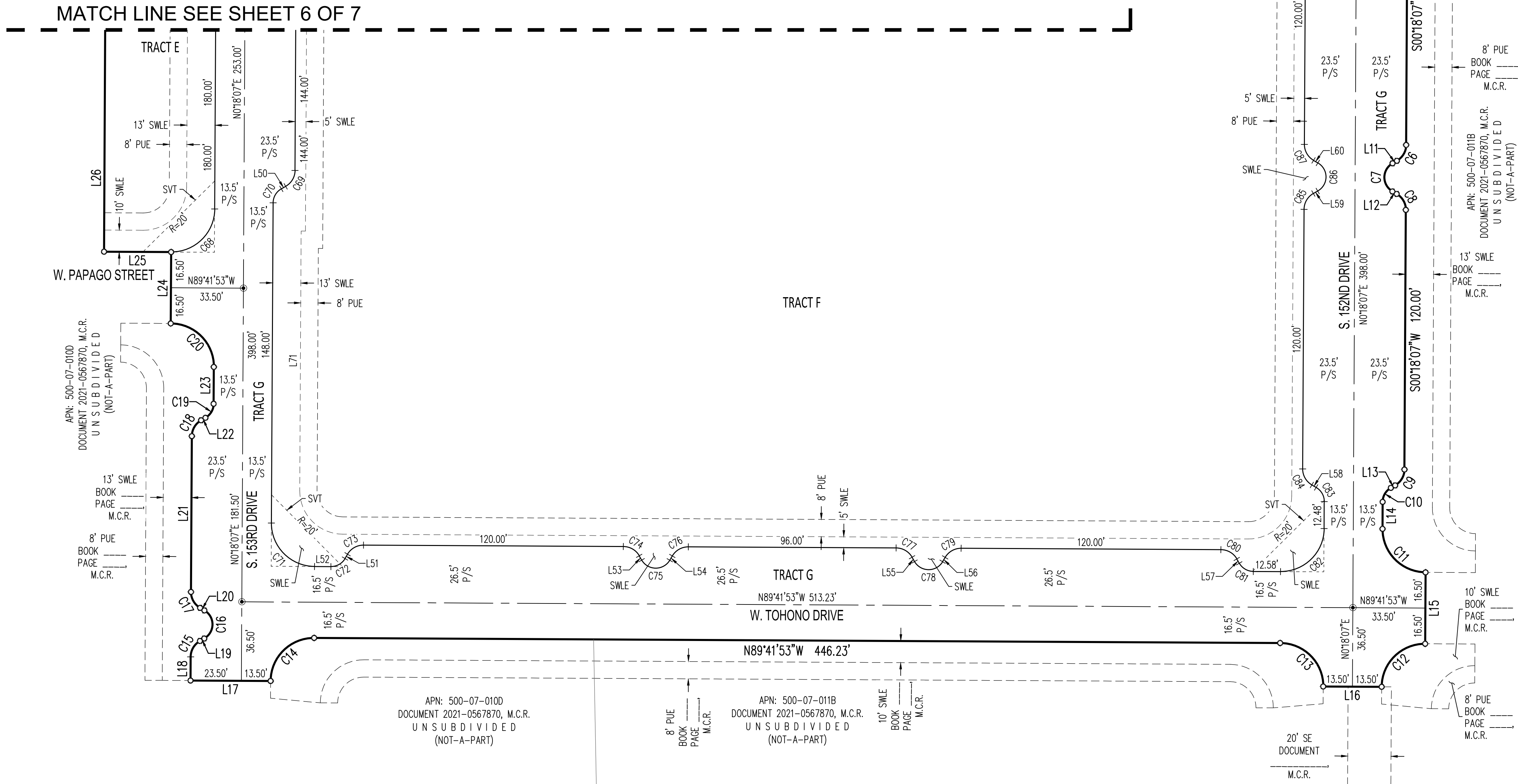
Reviewed by:

Job No.
20-1537

FP01

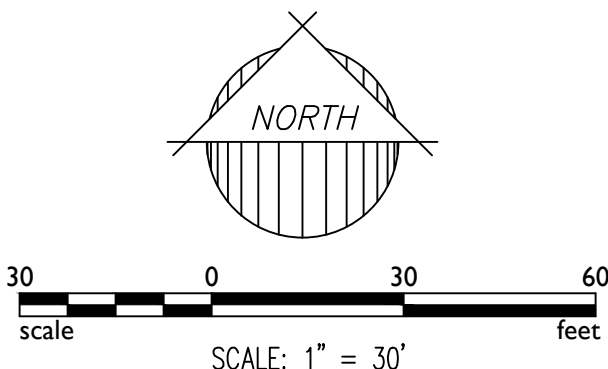
Sheet No.
6
of 7

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N44°51'23"E	62.86'	L13	S60°18'07"W	2.31'	L25	N89°41'53"W	31.00'	L37	N89°41'53"W	110.00'	L49	N29°41'53"W	2.31'	L61	N60°18'07"E	2.31'
L2	S31°43'40"E	13.98'	L14	S00°18'07"W	12.48'	L26	N00°18'07"E	110.00'	L38	S89°41'53"E	110.00'	L50	N60°18'07"E	2.31'	L62	N30°18'07"E	2.31'
L3	N45°45'32"W	31.38'	L15	S00°18'07"W	33.00'	L27	N00°18'07"E	110.00'	L39	S00°18'07"W	8.50'	L51	N30°18'07"E	2.31'	L63	N29°41'53"W	2.31'
L4	S00°18'07"W	45.00'	L16	N89°41'53"W	27.00'	L28	N89°41'53"W	13.00'	L40	N89°41'53"W	13.26'	L52	S89°41'53"E	7.58'	L64	N30°18'07"E	2.31'
L5	S89°41'53"E	3.71'	L17	N89°41'53"W	37.00'	L29	N00°18'07"E	33.00'	L41	S89°41'53"E	71.26'	L53	N29°41'53"W	2.31'	L65	N29°41'53"W	2.31'
L6	S00°18'07"W	5.00'	L18	N00°18'07"E	10.94'	L30	N89°41'53"W	16.58'	L42	S00°18'07"W	102.33'	L54	N30°18'07"E	2.31'	L66	N30°18'07"E	2.31'
L7	S89°41'53"E	33.00'	L19	N60°18'07"E	2.31'	L31	N00°18'07"E	33.00'	L43	N43°38'01"E	27.86'	L55	N29°41'53"W	2.31'	L67	N89°09'20"E	39.70'
L8	S00°18'07"W	33.00'	L20	N59°41'53"W	2.31'	L32	S00°18'07"W	6.82'	L44	N28°40'16"E	11.82'	L56	N30°18'07"E	2.31'	L68	N89°09'20"E	40.10'
L9	S00°18'07"W	12.48'	L21	N00°18'07"E	72.00'	L33	S00°18'07"E	102.00'	L45	N00°18'07"E	6.82'	L57	N29°41'53"W	2.31'	L69	N22°11'53"W	38.28'
L10	S59°41'53"E	2.31'	L22	N60°18'07"E	2.31'	L34	S00°18'07"W	98.39'	L46	N59°41'53"W	2.31'	L58	N59°41'53"W	2.31'	L70	N22°11'53"W	38.17'
L11	S60°18'07"W	2.31'	L23	N00°18'07"E	17.03'	L35	S89°41'53"E	36.53'	L47	N00°18'07"E	2.98'	L59	N60°18'07"E	2.31'	L71	N00°18'07"E	120.04'
L12	S59°41'53"E	2.31'	L24	N00°18'07"E	33.00'	L36	S00°18'07"W	8.50'	L48	N89°41'53"W	7.58'	L60	N59°41'53"W	2.31'	L72	S00°33'27"W	2.00'



LEGEND

- FOUND SURVEY MONUMENT AS NOTED
- CORNER OF SUBDIVISION, MONUMENT AS NOTED.
- SET BRASS CAP AT COMPLETION OF CONSTRUCTION
- ASSESSORS PARCEL NUMBER
- MARICOPA COUNTY RECORD
- BUILDING SETBACK LINE
- EMERGENCY ACCESS EASEMENT
- SIDEWALK LANDSCAPE EASEMENT
- PUBLIC UTILITY EASEMENT
- SIGHT VISIBILITY TRIANGLE EASEMENT
- VEHICULAR NON-ACCESS EASEMENT
- WATER EASEMENT
- VEHICULAR NON-ACCESS EASEMENT
- PRIVATE STREET TRACT
- RIGHT-OF-WAY
- PROPERTY LINE
- PRIVATE STREET LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- EXISTING LOT LINE
- EXISTING CENTER LINE
- EXISTING EASEMENT LINE
- TIE LINE



1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
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WWW.EPSGROUPINC.COM

EPS
GROUP

"Ballpark Village - Phase 1A"

GOODYEAR, ARIZONA

Final Plat

Project:

Revisions:

Call at least two full working days
before you begin excavation.

ARIZONA
REGISTERED LAND SURVEYOR
Small Print: Not to be used for any other project without the written consent of the Surveyor.
In Maricopa County: (602)263-1109

Drawn by: A.G.
Reviewed by: R.J.

ARIZONA
REGISTERED LAND SURVEYOR
Small Print: Not to be used for any other project without the written consent of the Surveyor.
In Maricopa County: (602)263-1109

Job No.
20-1537

FP01

Sheet No.
7
of 7



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.

DATE:

AI#:

CASE #: 21-500-
00014



COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR FULTON HOMES AT BALLPARK VILLAGE.

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

OTHER PRESENTER(S): (If applicable)

SUMMARY:

Preliminary Plat for Fulton Homes at Ballpark Village subdividing approximately 164.92 gross acres into 796 lots and 87 tracts.

RECOMMENDATION:

1. Approve, subject to council's adoption of Ordinance 2023-1667 amending the zoning on the Property, the preliminary plat for Fulton Homes at Ballpark Village attached hereto, subdividing approximately 164.92 gross acres into 796 lots and 87 tracts, subject to the following stipulations (Christian M. Williams, Principal Planner).

STIPULATIONS:

1. Except as modified by the following stipulations and conditions of approval set forth herein, development of the Property shall be in compliance with the Fulton Homes at Ballpark Village PAD as Amended; and
2. The construction drawings for final plats subdividing all or part of the Property shall be consistent with the conceptual landscape plans submitted with the preliminary plat submittal documents, which include the following Streetscape Elements:
 - a) Planting strips in front of platted homes shall contain at minimum one (1) tree per lot. CC&Rs applicable to the Property shall require that the HOA formed for the Property will maintain the landscaping within this landscape planting strip. Those CC&Rs shall be provided to the city for initial review; and

- b) All driveways and sidewalks connecting the driveways to the front entrances of the homes on the R52, R50, and R45 platted lots will be constructed with decorative pavers; and
- 3. Fulton Homes will pre-plot/pre-determine the home elevation on every lot in the community to ensure the same elevations are never adjacent to, or across the street from one another; and
- 4. The following disclosures shall be included as notes on all final plats subdividing all or part of the Property, in all rental agreements for the rental of any unit within the Property, and in all Public Sales Report(s) for the Property:
 - a) The Property is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; and
 - 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, ballpark/sports complexes and the like; and
 - d) The Property is subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; and
 - e) Public roadways adjacent to the Property are subject to road closures and community events on adjacent public rights-of-way and open spaces; and
 - f) The Property is within close proximity of land intended for multi-story and high-density buildings which may include a variety of office, retail, commercial, hotel, multi-family and parking uses; and
- 5. All final plats subdividing all or part of the Property shall include the following note: Owner shall obtain from all initial homebuyers an executed acknowledgement that runs with the land in which the homebuyer acknowledges that the lot they are purchasing is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; 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; 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, ballpark/sports complexes and the like; subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; Public roadways adjacent to the Property are subject to road closures and community events on adjacent public rights-of-way and open spaces; is within close proximity of land intended for multi-

story and high-density buildings which may include a variety of office, retail, commercial, hotel, multi-family and parking uses; and

6. All final plats subdividing all or part of the Property shall include the following note: Owner who rents more than one residential unit within the Property shall obtain an executed acknowledgment from each tenant in which the tenant acknowledges that the residential unit they are renting is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; 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, ballpark/sports complexes and the like; subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; Public roadways adjacent to the Property are subject to road closures and community events on adjacent public rights-of-way and open spaces; is within close proximity of land intended for multi-story and high-density buildings which may include a variety of office, retail, commercial, hotel, multi-family and parking uses; and
7. All final plats subdividing all or part of the Property shall include the following note: Signage shall be posted within all sales offices and, if any, all rental office offices that the Property is: in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; 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, ballpark/sports complexes and the like; subject to loud noises commonly associated with water campuses, well sites and other Public Facilities Districts and the like; Public roadways adjacent to the Property are subject to road closures and community events on adjacent public rights-of-way and open spaces; is within close proximity of land intended for multi-story and high-density buildings which may include a variety of office, retail, commercial, hotel, multi-family and parking uses; and
8. All final plats subdividing all or part of the Property shall include the following note: Signage shall be posted within all sales offices and, if any, all rental office offices identifying the location of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary. This display shall include a 24-inch x 36-inch map at the main entrance of such sales and rental offices and shall include the approximate locations of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary and all of the buildings on the Property; and
9. All final plats subdividing all or part of the Property shall include the following note: Signage shall be posted within all sales offices and, if any, all rental office offices identifying the location of the Phoenix Goodyear Airport: 65 Ldn and higher noise

contours, departure corridors, and vicinity boundary. This display shall include a 24-inch x 36-inch map at the main entrance of such sales and rental offices and shall include the approximate locations of the Phoenix Goodyear Airport: 65 Ldn and higher noise contours, departure corridors, and vicinity boundary and all of the buildings on the Property; and

10. Pursuant to stipulation 6 in Ordinance 2023-1567, Owner is responsible for constructing a trail within the section of the Bullard Wash property owned by the city adjacent to the eastern boundary of the Property (the "Ballpark Village Trail Segment") that meets the following requirements:
- a) The trail will include a 10 to 12-foot unpaved compacted decomposed granite (DG) path in a location to be determined during the preliminary plat process that extends from the West Yuma Road sidewalk to the South Bullard Avenue sidewalk; and
 - b) Construction of the trail will be coordinated with the Parks and Recreation Department and the city will maintain the path once constructed after the warranty period is complete; and
 - c) Applicant shall build the Ballpark Village Trail Segment to the City's trail design standard unless otherwise approved by the Director of the City of Goodyear Parks and Recreation Department or his/her designee; and
 - d) Prior to the commencement of the segment of the Ballpark Village Trail Segment, the City and the Applicant shall mutually agree on indemnifications, licenses, and insurance requirements, which agreements shall not be unreasonably delayed, withheld, or denied; and

The landscape plans for the first final plat subdividing all or part of the Property that includes lots siding or backing up to the trail shall include plans for the Ballpark Village Trail Segment that comply with the foregoing requirements. The Ballpark Village Trail Segment shall be substantially completed, as determined by the City Engineer or his/her designee, prior to the issuance of any final certificate of occupancy for any homes on any lots siding or backing up to the trail.

11. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, the first final plat subdividing all or part of the Property shall include Tract T as reflected in the Preliminary Plat for Fulton Homes at Ballpark Village. Tract T is where "Park A" (the North Amenity Area) is to be developed. Unless alternative amenities are approved by the City of Goodyear Zoning Administrator at his/her sole discretion upon a determination that the alternatively proposed resident and recreational amenities are collectively of an equal or greater quality to those identified in the conceptual landscape plans submitted with this preliminary plat.

No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for any residential structures within the Property,

except for model homes, until the resident and recreational amenities and landscaping in Tract T, reflected in the conceptual landscape plans submitted with this preliminary plat, have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

12. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, Tract CCC as reflected in the Preliminary Plat for Fulton Homes at Ballpark Village, where "Park B" (the Central Amenity Area) is to be developed, shall be included in the first recorded final plat subdividing all or part of the Property that includes the 351st residential lot within the Property.

No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for more than 350 residential structures within the Property, except for Model Homes, until the resident and recreational amenities and landscaping in Tract CCC, reflected in the conceptual landscape plans submitted with this preliminary plat, have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

13. Except as otherwise provided in a development agreement approved by the City Council in its sole discretion, Tract AAAA, as reflected in the Preliminary Plat for Fulton Homes at Ballpark Village, where "Park C" (the South Amenity Area) is to be developed shall be included in the first recorded final plat subdividing all or part of the Property that includes the 601st residential lot within the Property.

No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for more than 600 residential structures within the Property, except for Model Homes, until the resident and recreational amenities and landscaping in Tract AAAA, reflected in the conceptual landscape plans submitted with this preliminary plat, have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and

14. Prior to the recordation of the first final plat subdividing all or part of the Property, Owner shall form a Homeowners' Association ("HOA") for the Property, with said HOA owning and maintaining all private open space areas; common areas, and all amenities and enhancements described above and in the Fulton Homes at Ballpark Village PAD, except that the HOA shall not own, any of the enhancements or amenities located within right-of-way conveyed to the City of Goodyear in fee, but shall be responsible for maintaining such amenities and enhancements. With respect to the paths and trails the HOA is responsible for maintaining, the HOA shall ensure that they are cleared, visible, and safely accessible to all users. The HOA shall also be responsible for maintaining all landscaping within street right-of-way within or abutting the Property except for landscaping within medians located within any arterial street. A note shall be placed on each final plat indicating HOA

ownership and/or maintenance responsibilities of these private tracts and public rights-of-way landscaping; and

15. The Ballpark Village Gateway monument/mural reflected in the conceptual landscape plans submitted with the preliminary plat shall be constructed prior to the issuance of any Certificate of Completion for any residential structures within the Property, except for model homes. The Ballpark Village Gateway monument/mural shall be reviewed by Planning and Zoning staff/approved prior to construction; and
16. The placement, design, construction and maintenance of all walls and fencing within the subdivision shall be in accordance with Article 5-2 (Walls, Fences) of the city of Goodyear Zoning Ordinance. Perimeter walls and fences along an arterial and collector streets, Primary Walls, Secondary Walls and Partial View Walls (as shown in Exhibit 6 of the PAD) shall have a maximum height of eight feet. All other walls and fences shall have a maximum height of six feet. Retaining walls, if constructed, shall be included in the calculation for maximum height; and
17. An emergency access easement shall be dedicated to the City of Goodyear, from Estrella Parkway to 154th Lane, as shown on the approved Phasing Plan, with the Final Plat for Phase 1B; and
18. Temporary drainage basins, with easements to be dedicated by separate instruments, shall be provided in accordance with the approved Phasing Plan; and
19. Owner shall apply for right-of-way abandonment of existing Goodyear Boulevard Right of Way and a termination of the existing public utilities easement for the portion of Goodyear Boulevard that will be abandoned with Phase 1B, as shown on the approved Phasing Plan. The abandonment shall occur prior to any building permit issuance for Phase 1B; and
20. A sidewalk ramp/connection shall be provided for the bike lane transition at the south side of the existing concrete along Bullard for the Bullard Wash low flow crossing; and
21. The Property Owner ("Owner"), if they own them, 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
22. Owner shall coordinate directly with the owner (irrigation district/private owner) of existing irrigation facilities on the Property that need to be modified and/or removed to accommodate the development of the Property and Owner shall be responsible, at Owner's sole cost, for obtaining terminations of easement rights if needed and for removing, relocating, and modifying existing irrigation facilities as required by the

City for the development of the Property and/or by the owner of the existing irrigation facilities; and

23. Owner shall submit to the City for review and approval and subsequently to FEMA for review and approval, a Conditional Letter of Map Revision (CLOMR) study prior to issuance of the first construction permit for the development of any part of the Property within the Flood Plain. A CLOMR shall be submitted to and approved by the City Engineer or his/her designee prior to issuance of any construction permits within the floodplain, unless a CLOMR is not required as determined by the City Engineer or his/her designee; and
24. Owner shall, at no cost to the city, design and construct full half-street improvements for south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property required for a Scenic Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of $\frac{1}{2}$ the median and $\frac{1}{2}$ median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Yuma Road Improvements"). If the Yuma Road Improvements have been completed or are being completed by the others when development occurs on the Property, Owner shall, remit a reimbursement payment for the costs incurred in the design and construction of the Yuma Road Improvements or the City Engineer's estimated costs of the Yuma Road Improvements if not completed (the "Yuma Road Cost Recovery Payment"). If owed, the Yuma Road Cost Recovery Payment shall be paid prior to or concurrent with the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for any work on the Property, whichever is earlier. Otherwise, the Yuma Road Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council; and
25. Upon the request of the City Engineer or his/her designee, Owner shall construct a full median with full median landscaping within the section of W. Yuma Road along or adjacent to the frontage of the Property subject to the City's agreement to reimburse Owner for 50% of the cost of constructing the full median with full median landscaping. Unless Owner constructs the full median with full median landscaping as provided herein, Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Yuma Road along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and

26. Owner shall, at no cost to the city, design and construct full half-street improvements for north-half of the section of W. Lower Buckeye Parkway along or adjacent to the frontage of the Property required 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, bike lane, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the “Lower Buckeye Improvements”). If the Lower Buckeye Improvements have been completed or are being completed by the others when development occurs on the Property, Owner shall, remit a cost recovery reimbursement payment for the costs incurred in the design and construction of the Lower Buckeye Improvements or the City Engineer’s estimated costs of the Lower Buckeye Improvements if not completed (the “Lower Buckeye Cost Recovery Payment”). If owed, the Lower Buckeye Cost Recovery Payment shall be paid prior to or concurrent with the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for any work on the Property, whichever is earlier. Otherwise, the Lower Buckeye Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Completion or Certificate of Completion for any structure within the Property unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council; and
27. Owner shall dedicate, at no cost to the city a Public Utility Easement (PUE) along W. Lower Buckeye Road to meet the standard 10-ft PUE with the Final Plat adjacent to W. Lower Buckeye Road. The PUE shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances; and
28. Owner shall dedicate, at no cost to the City, additional a Public Utility Easement (PUE) along S. Bullard Avenue to meet the standard 10-ft PUE with the Final Plat adjacent to S. Bullard Avenue. The PUE shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances; and
29. Upon the request of the City Engineer or his/her designee, Owner shall construct a full median with full median landscaping within the section of W. Lower Buckeye Road along or adjacent to the frontage of the Property subject to the City’s agreement to reimburse Owner for 50% of the cost of constructing the full median with full median landscaping. Unless Owner constructs the full median with full median landscaping as provided herein, Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Lower Buckeye Parkway along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee. The in-lieu

payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and

30. Owner shall design and construct full half-street improvements required for a modified Major Arterial Road for the west half of S. Bullard Avenue within the existing S. Bullard Avenue alignment along the frontage of the Property as determined by the City Engineer or his/her designee and which may include but are not limited to: paving consisting of a minimum 5.5-foot bike lane and two 12-foot travel lanes; curb and gutter; sidewalks, which may vary in size if a transition from a bike lane is required, street frontage landscape and landscape irrigation; and street lighting (the "Bullard Avenue Improvements"); and
31. Unless Owner constructs a full median within the section of S. Bullard Avenue along or adjacent to the frontage of the Property, Owner shall remit to the city an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of S. Bullard Avenue along or adjacent to the frontage of the Property. The in-lieu payment for the median and landscaping shall be based on the actual cost of the improvements if previously completed by others or based on the estimated cost of the improvements as determined by the City Engineer or designee. The in-lieu payments referred to herein shall be made prior to or concurrent with recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any permits for construction work within the Property, whichever is earlier; and
32. Owner shall design and construct sidewalk improvements along the west half of S. Bullard Avenue along the frontage of the Property and within the existing S. Bullard Avenue right-of-way to the north of the Property (approximately 60 feet) to connect to the existing sidewalk; and
33. Except as otherwise provided in these stipulations, Owner is responsible for a proportionate share of the costs of full traffic signals at the intersections identified below. Owner shall make an in-lieu payment for the cost of traffic signal infrastructure at intersections adjacent to the Property. The in-lieu payment shall be made prior to the recordation of the first final plat subdividing all or part of the Property or prior to the issuance of any construction permits for work within the Property, whichever is earlier, unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the City Council. 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. The Property Owner's traffic signal obligations include, but may not be limited to:
 - a) One third (1/3) of the cost of the full traffic signal (three legs) at W. Lower Buckeye Parkway and S. Bullard Avenue; and
 - b) 50% of the cost of the full traffic signal (four legs) at W. Yuma Road and S.

- Goodyear Boulevard East; and
- c) 25% of a full traffic signal (four legs) at W. Lower Buckeye Parkway and S. Wood Boulevard; and
34. If any of the traffic signals identified above are identified in a Traffic Impact Analysis approved by the City Engineer as being warranted by the development of the Property, then upon the request of the City Engineer or his/her designee, Owner shall construct such full traffic signal(s) subject to reimbursement by the city for the proportionate share of the cost of the signal for which others are responsible (i.e. 2/3 the cost of the signal at W. Lower Buckeye Parkway and S. Bullard Avenue; and 3/4 of the cost of the full traffic signals at the intersection of W. Lower Buckeye Parkway and S. Wood Boulevard and 1/2 of the cost of the intersection of W. Yuma Road and S. Goodyear Boulevard East). The reimbursements provided for herein are subject to compliance with the requirements of title 34 of the Arizona Revised Statutes governing the use of public funds for the construction or payment of public infrastructure; and
35. Owner shall relocate or replace existing traffic signal improvements (the existing pole and mast arm) to their ultimate locations at the southeast corner of the intersection of S. Estrella Parkway and W. Yuma Road and any necessary modifications to mast arm, pedestrian push button poles, ADA ramps, or other improvements impacted by widening of W. Yuma Road and S. Estrella Parkway to their ultimate configurations; and
36. Unless Owner constructs a bridge or culvert over Bullard Wash on W. Yuma Road pursuant to the terms of a development agreement with the City, Owner shall pay an in-lieu payment representing 25% of the full cost of the Yuma Road Bridge. The in-lieu payment required herein shall be paid prior to the issuance of the first civil construction permit for any work within the Property. The in-lieu payment shall be based on the actual cost of the Yuma Road Bridge if it has been constructed by others, or if the payment is required before the Yuma Road Bridge has been constructed, it shall be based on the estimated cost of the Yuma Road Bridge as determined by the City Engineer or designee. Yuma Road Bridge is defined as a bridge or a culvert crossing over Bullard Wash on Yuma Road that can convey up to the 100-year peak flow under Yuma Road, that is designed to meet the minimum City standards applicable to such structures and the drainage standards in effect at the time of development; and
37. 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

38. 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.

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 April 18, 2022 the City Council adopted Ordinance No. 2022-1535 approving the rezoning for Fulton Homes at Ballpark Village which designated the parcels for residential uses. Concurrent with the presentation of this Preliminary Plat, an application to amend the current PAD amendment to amend the rear setbacks for the R45 lot size, create a minimum size requirement for the aquatic center pool and pool deck and add additional amenities to the Bullard Wash Trail. The proposed Preliminary Plat is in conformance with

the requirements of both the existing zoning and the amended rezoning request.

STAFF ANALYSIS:

Current Policy:

Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. The required reports and studies submitted in connection with the application for the preliminary plat have been approved and demonstrate compliance with applicable subdivision regulations and design principals and the proposed preliminary plat demonstrates compliance with the property's zoning, public objectives, subdivision design principles and standards, and streets and thoroughfare planning, including open space requirements. An approved preliminary plat shall expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the Property or an extension has been obtained.

Details of the Request:

Preliminary Plat for Fulton Homes at Ballpark Village subdividing approximately 164.92 gross acres into 796 lots and 87 tracts. There will be 244 R35 sized lots, 258 R45 sized lots, 154 R52 sized lots and 140 sized R50 lots. The preliminary plat also contemplates 3 tracts devoted to the centralized amenities including a north park that contains an aquatic center.

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

North – Centerra single-family and multi-family community and vacant City Center NE;

South – Goodyear Ballpark and vacant industrially zoned land currently being farmed;

East – Bullard Wash and vacant land zoned multi-family and industrial;

West – Vacant City Center SW;

Luke Air Force Base:

The property does not fall within the Luke Air Force Base Accident Potential Zone or the DNL. However, the subject property is located within the vicinity of a military airport. Given the location of the property and its distance from Luke Airforce Base, base operations will not be adversely impacted by this development. Stipulations have been added to the ordinance to address any impacts related to noise and notification to future residents.

Phoenix-Goodyear Airport:

The subject property is located to the northwest of the Phoenix-Goodyear Airport. The property does not fall within the Phoenix-Goodyear Airport DNL but is located within the traffic pattern airspace for the airport. Stipulations have been added to the ordinance to address any impacts related to noise and notification to future residents.

Fire Department:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
Fire Station #184	2.37	1.19	4.14	2.07	Fire Station #181	5.88	2.94	7.65	3.82

Police Department:

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.

Water/Wastewater:

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

Streets/Transportation:

The property will be accessed via private streets/driveways within the development that will gain access to Yuma Road and Lower Buckeye Parkway. The Engineering Department has created stipulations to address traffic requirements applicable to this development; specifically, Yuma Road will be widened and improved, Estrella Parkway will be widened and improved and a bridge or culvert will be built over Bullard Wash.

School Districts:

The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. Both school districts have been notified of the initial rezoning request and this subsequent amendment request. To date, no objection has been received from the school districts.

Staff Findings:

The preliminary plat is consistent with the development standards established within the Fulton Homes at Ballpark Village Planned Area Development. The preliminary plat is consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plat by a vote of (6-0) at their regular meeting on January 11, 2023.

ATTACHMENTS:

1. Aerial Photo
2. Preliminary Plat
3. Conceptual Landscape Plan

ITEM #: 7.
DATE: 10/07/2024
AI #:2224



CITY COUNCIL ACTION REPORT

**SUBJECT: EDUCATIONAL SERVICES AGREEMENT WITH MARICOPA
COUNTY COMMUNITY COLLEGE DISTRICT**

STAFF PRESENTER(S): Brian Issitt

SUMMARY

Approval of an Agreement between the City of Goodyear and Maricopa Community College to participate in the Glendale Community College Law Enforcement Training Academy (GCCLETA).

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

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

FISCAL IMPACT

Under the terms of the Memorandum of Understanding (MOU), for each recruit enrolled in the training academy, the Goodyear Police Department will pay the Maricopa Community College the current registration fee of \$15.00, course fees and books as appropriate, at \$175.00. The department will pay the salary and employee related costs for any instructors provided to the academy. Costs associated with the recruit and the instructors are funded by the Police Department General Fund base budget.

BACKGROUND AND PREVIOUS ACTIONS

All Goodyear Police recruits are required to attend an Arizona Police Officers Standards and Training Certified Academy. In the past, the Department has used the Phoenix Regional Police Academy and the Maricopa County Sheriff's Department Training Academy to train recruits. However, in 2021, the City of Phoenix notified all valley agencies that only Phoenix Police Department recruits would be allowed to register for the Phoenix academy. While the Maricopa County Sheriff's Department Training Academy is still available to all valley agencies, it is expected that this academy will not be able to accommodate the anticipated hiring by the west valley law enforcement agencies. The West Valley Chiefs determined that a West Valley Police Academy is necessary to augment the Maricopa County Sheriff's Department training academy.

The West Valley Chiefs, including Avondale, El Mirage, Buckeye, Glendale, Goodyear, Peoria, Surprise, Wickenburg, and Tolleson, have committed to partnering with the Maricopa Community College to offer an academy hosted at the Glendale Regional Public Safety Training Center (GRPSTC). The GCCLETA currently holds two classes per fiscal year. The summary of the major terms of the Educational Services Agreement ("ESA") are as follows:

- The GCCLETA will be held at the facilities of the Glendale Community College PublicSafety department (the "College").
- The College will be responsible for registering students for GCCLETA (the "Academy") courses.
- The city will provide instructors for the Academy courses.
- The city will be responsible for paying the college registration fees, course fees and books, as applicable, for each recruit enrolled in the Academy courses.
- The College controls the curriculum and Instructional Services and will evaluate and reevaluate both on an ongoing basis to assure each meets the criteria for receiving college credit. The curriculum will comport with Arizona Police Officer Training Standards ("AZ POST").

STAFF ANALYSIS

Over the past several years, the competition among agencies to hire qualified police recruits has increased, with every agency looking for an edge to bring in the best and brightest. The hiring agency needs to be able to quickly place the recruit into a training academy class. The ability to place a recruit into an academy allows the department to have officers active on the road faster, and it offers the candidate a target date to begin training for their career.

The Goodyear Police Department (the "Department") has a good relationship with the Maricopa Sheriff's Training Academy and will continue to maintain its relationship with the Maricopa County Sheriff's Office and send recruits there if needed. However, the city's participation in the GCCLETA will offer the Department more available slots per class.

Attachments

ESA



MARICOPA
COMMUNITY COLLEGES

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street, Tempe, AZ 85281-6942

EDUCATIONAL SERVICES AGREEMENT

Credit Courses (Wash)

This Educational Services Agreement for Credit Courses (Wash) (“Agreement”) is between Maricopa County Community College District (“MCCCD”), a political subdivision of the State of Arizona for **GLENDALE COMMUNITY COLLEGE, PUBLIC SAFETY SCIENCES** (“College”), and **CITY OF GOODYEAR, ARIZONA. FOR AND ON BEHALF OF THE GOODYEAR POLICE DEPARTMENT** (“Contractor”), a/an , Arizona municipal, located at **1900 N. CIVIC SQUARE, GOODYEAR, AZ 85395**, for the provision of certain educational services within the State of Arizona.

BACKGROUND

- A.** Contractor is a business or non-profit organization whose primary business is described as follows: **Municipal Law Enforcement**. As part of its business, but not as its primary business, Contractor provides training. Contractor wishes to teach some of College’s courses to its:

Employees Members ¹ Non-Members ² Apprentices ³

- B.** Contractor and College desire to enter into a mutually beneficial agreement for the delivery of some of College’s credit courses (“Courses”). College will provide those who successfully complete the Courses (“Students”) with college credit under the terms specified in this Agreement.

AGREEMENT

The parties agree as follows:

- 1. Duration.** This Agreement will be effective on the date that authorized representatives of both parties have signed it, and will expire FIVE YEARS FROM THE EFFECTIVE DATE unless terminated under Paragraph 5, or renewed through a written amendment issued pursuant to Paragraph 12.
- 2. Responsibilities.**

- 2.1.** Standards for Instruction, Course Content and Federal Financial Aid. For purposes of accreditation, all curriculum, coursework, and instruction is under the control of College.

- 2.1.1. Maintenance of MCCCD and College Standards.** Contractor will provide instructors for the Courses to be offered for College credit. The instructors directly teaching in the classroom will at all times during this Agreement meet the standards established by MCCCD for its faculty teaching in the same field. Please refer to MCCCD’s Faculty Minimum Hiring Qualifications website for AJS/LET Instructor requirements: [Faculty Minimum Hiring Qualifications | Tableau Public](#). College will maintain records demonstrating that the instructors meet MCCCD’s and College’s standards for faculty. Contractor will promptly advise College of any changes to an instructor’s qualifications. College will provide regular oversight of the instruction for each

¹ See limitation in Paragraph 4.3.1.

² See limitation in Paragraph 4.3.1.

³ Apprenticeship programs are limited to GateWay Community College.

Course through on-site visits to ensure that Course delivery maintains MCCCCD's and College's standards. College will award students that successfully complete a qualifying Course with College credit, but it not obligated to award College credit where it determines that the instructor does not meet MCCCCD's and its standards.

2.1.2. *Maintenance of Course Content.* College will regularly evaluate the Courses to ensure that they meet MCCCCD's and College's strict curriculum content standards through activities such as review of each Course description, learning objectives, syllabus, materials, texts and other educational resources ("Course Resources") used for that Course. Contractor will promptly notify College of any revisions to Course Resources so that College may determine whether the Course will continue to meet MCCCCD's and College's standards. College will award students that successfully complete a qualifying Course with College credit, but it not obligated to award College credit where it determines that the Course Resources do not meet MCCCCD's and its standards.

2.1.3. *Instructors Not Employees.* Notwithstanding College's oversight of instructor's participation in these activities will not alter his or her status as an employee of the Contractor or the coverage of Contractor's Worker's Compensation insurance coverage for these activities of the instructor. Instructors will not be employees of the College, and will not be entitled to any of the financial benefits to which adjunct faculty-employees are entitled. However, instructors may participate in training and other activities that College provides for its adjunct faculty-employees that are entitled.

2.1.4. *Title IV Financial Aid.* Student in the Courses will not be entitled to Title IV federal financial aid.

2.2. Sites. The Courses will be taught by the party identified in Paragraph 2.1.1 at College's facilities. Contractor can occasionally teach on GCC pre-approved off-site locations, such as contractors' city facilities.

2.3. Registration. College will be responsible for registering the Students for the Courses.

2.4. If Contractor is teaching the Courses, the federal Family Educational Rights and Privacy Act of 1974 as amended ("FERPA"), applies and Contractor is required to comply with it in all respects concerning the Students in the Courses. Contractor will not provide Student roster lists, or any Student educational records such as grades and Social Security numbers, about those Students to any person unless the Student expressly authorizes MCCCCD or the College to disclose such information. Contractor will promptly notify MCCCCD at protectprivacy@maricopa.edu if it has reason to believe that an unauthorized disclosure of Students' educational records has occurred. Contractor acknowledges that MCCCCD must designate it as an "other school official" under FERPA. Contractor will limit its employees' access to the records to those persons for whom access is essential to the performance of this Agreement. In accordance with the FERPA, Contractor will safeguard those records from improper disclosure. Furthermore, Contractor will not disclose those records without the prior written authorization of the Student and/or the parent of a Student who is a minor permitting MCCCCD and Contractor to release the information according to the authorization.

2.5. If Contractor is teaching the Courses, Contractor will advise each instructor, before teaching any Course covered by this Agreement, about the requirements of this Agreement, and particularly those set forth in Paragraph 2.4.

2.6. If Contractor is teaching the Courses, its instructors will grade Students according to standards and policies of MCCCCD and College.

3. Evaluation of Curriculum and Instructional Services.

- 3.1. College will re-evaluate Contractor's curriculum and, if applicable, Instructional Services on an on-going basis to assure that they each meet the criteria for receiving College credit. For purposes of accreditation, all curriculum and Instructional Services are under the control of College.
- 3.2. If Contractor is teaching the Courses, College has designated a person at the College to be the contact person. That person will be the Law Enforcement Training Academy (LETA) program director or the Public Safety Sciences Department Chair.
- 3.3. If Contractor is teaching the Courses, College will provide Contractor instructors and Contractor staff, as appropriate, with MCCCDC enterprise identification and Student Information System numbers so that they may access Canvas and the Faculty Center of MCCCDC's Student Information System for the limited purposes of inputting student grades, withdrawals, or incompletes. Contractor instructors will not have access to any other student education record or other Confidential Information, as defined in Paragraph 18.
- 3.4. Contractor instructors or staff will not have access to MCCCDC's technology systems beyond that described in Paragraph 3.3
- 3.5. **Contractor's Instructional Services may not be subcontracted.**

4. Billing for Tuition, Facilities and Instructional Services.

- 4.1. **Billing for Tuition, Facilities and Instructional Services.** For each Student enrolled in a Course, Contractor is financially responsible for all tuition and applicable fees according to MCCCDC's current approved Tuition and Fee Schedule. For each Course, College is financially responsible for facilities rental and instructional services. The parties acknowledge that the value of the tuition for the Courses completed by Contractor employees/students is substantially equivalent to the value of the instructional services, technology and facilities provided by Contractor. Since both parties receive a substantially equivalent benefit under this Agreement, the parties will not exchange invoices for tuition.
- 4.2. **Payments Between the Parties.** Contractor or student will pay all appropriate registration fees and course equipment fees, which includes required texts. College will invoice contractor for:
 - 4.2.1. Current Registration fee (as of July 1, 2024, registration fee is \$15.00)
 - 4.2.2. Course fees and books as appropriate (approximately \$175 as of July 1, 2024)

5. Termination.

- 5.1. Either party may terminate this Agreement by giving a 30-day written notice of intent to terminate to the other party. Termination will not be effective until all the Courses in process on the date the notice is given have been completed.
- 5.2. MCCCDC and College may terminate this Agreement under ARS § 38-511 for a conflict of interest.

6. Indemnification.

- 6.1. **Non-Public Entities.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless MCCCDC, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from breach of a material term of this Agreement, or from negligent or intentional acts, or omissions of the Contractor, its agents, employees, or any tier of its subcontractors in the performance of this Agreement. If applicable, Contractor will also indemnify, defend, and hold harmless MCCCDC and its officers, officials, employees and agents against any claim (including but not limited to attorney fees and court costs) that their authorized use of Contractor's services under this Agreement violates the claimant's property rights. The amount and type of insurance coverage requirements of this

Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph. All claims, damages, losses and expenses that arise from the operations of the Contractor as described in this Agreement, are the sole responsibility of the Contractor and this indemnification provision shall apply.

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

7. Record and Data Retention, Ownership, Access and Decommissioning.

- 7.1.** As a political subdivision of the state of Arizona, MCCCCD and College are subject to applicable laws related to the inspection and production of public records. A public record entails any record, either paper or electronic, made by a public officer (including members of the Governing Board, faculty, staff and administrators) and kept as a memorial of an official transaction. Pursuant to ARS § 41-151.12, MCCCCD and College must retain records according to established retention periods. Records required for ongoing or foreseeable official proceedings such as audits, lawsuits or investigations must be retained until released from such official proceedings. Thus, if applicable, the Contractor’s hosted system will have the ability to:

7.1.1. Archive records according to variable time periods/life cycles;

7.1.2. Search and retrieve records based upon content;

7.1.3. Place a litigation hold on records to ensure that they are not deleted;

7.1.4. Grant direct access to MCCCCD and/or College for its own search and production of records;

7.1.5. Preserve meta data;

7.1.6. Produce electronic records in their native format; and

7.1.7. Comply with the Americans with Disabilities Act.

- 7.2.** MCCCCD owns all of the records and data of which Contractor has custody on MCCCCD’s and College’s behalf. Contractor will not disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Agreement or, if this Agreement is silent, without the express written approval of an authorized MCCCCD representative. Contractor will work with MCCCCD to transfer all of MCCCCD’s and College’s records and data to MCCCCD on the termination or expiration of this Agreement.

- 7.3.** Contractor agrees to provide MCCCCD and College access to records and Confidential Information that Contractor holds or uses on behalf of MCCCCD and/or College upon written request of MCCCCD and/or College with reasonable advance notice. Further, Contractor agrees to make amendments to Confidential Information as directed by MCCCCD and will maintain a record of those changes.

- 7.4.** Contractor agrees to maintain, and provide to MCCCCD and/or College if requested, a record of when and to whom Confidential Information is disclosed.

- 7.5.** MCCCCD agrees to provide Contractor with adequate notice of any further limitations or restrictions on the use of Confidential Information, and modifications to the amendment of records or accounting of disclosures.

- 7.6.** Confidential Information of MCCCCD will be returned to MCCCCD or securely destroyed promptly upon request of MCCCCD without retaining any copies thereof, with any destruction confirmed in writing by receiving Party, except to the extent copies are required by law to remain with Contractor.

8. **Insurance.** Each party agrees to maintain during the term of this Agreement insurance policies described below issued by companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an A.M. Best rating of A-VIII or better. Before the start of the Agreement, Contractor will furnish to the college with certificates of insurance evidencing coverage, conditions, and limits required by this Agreement at the following address to:

Maricopa Community Colleges | ATTN: Contracts Counsel
2411 W. 14th Street | Tempe, AZ 85281-6942 | or by email to: contracts.counsel@domail.maricopa.edu

The insurance policies, except Worker's Compensation must be endorsed as required by this written Agreement to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

Maricopa County Community College District, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

The insurance policies shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of Maricopa County Community College District, its agents, officers, officials, employees, and volunteers for losses arising from work performed by or on behalf of the Contractor.

Each insurance policy required by the insurance requirements of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the College Representative, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice should be sent directly to College Representative. If any insurance company refuses to provide the required notices, the Contractor or its insurance broker shall notify the College Representative of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCCD will not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

Any modification or variation of the insurance requirements in this Agreement shall be made by the MCCCCD Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

A. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Property	\$50,000 ⁴
• Each Occurrence	\$1,000,000

- B. If applicable, Commercial Auto Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.

- C. If applicable, Worker's Compensation** insurance with limits statutorily required by an Federal or state law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

⁴ Limit can change depending on the type of risk.

9. **Nondiscrimination.** The Contractor will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the Contractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability.
10. **Disability Guidelines.** If applicable to the work of the Contractor under this Agreement, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 et seq.) and its implementing regulations set forth at Title 28, CFR Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 USC § 794d) and its implementing regulations set forth at Title 36, CFR Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 at Level AA (WCAG 2.0 AA). Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor must provide, on request, accessibility testing results and written documentation verifying accessibility. Contractor further agrees to indemnify and hold harmless MCCCDC from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.
11. **Governing Law.** This Agreement will be governed by the laws of the State of Arizona. Nothing in this Agreement waives MCCCDC's sovereign immunity.
12. **Funds Unavailable.** MCCCDC may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. MCCCDC shall give District prompt written notice after it knows that funding will not be available.
13. **Amendment.** The parties may amend this Agreement only through a written amendment signed by representatives of each party who are authorized to sign contracts.
14. **Use of MCCCDC/College Logo or Name.** Contractor may only use MCCCDC's or the College's name or logo for the courses subject to this Agreement and only with the prior written approval of MCCCDC or College.
15. **Contractor Professionalism.**
 - 15.1. Contractor will, at all times during this Contract, provide the Services under this Agreement within the highest standards of its profession.
 - 15.2. Contractor certifies and warrants that the Services it provides under this Agreement comply with all applicable laws, regulations and policies, and with this Agreement.
16. **Independent Contractor Certification.** By signing this Agreement, Contractor certifies that it is an independent contractor. Contractor's employees or contractors will not, at any time, be employees or contractors of MCCCDC or the College. Contractor will be solely responsible for paying all applicable taxes and other governmental charges relating to its employees and contractors.
17. **Legal Worker Requirements.** To the extent applicable under ARS § 41-4401, Contractor verifies that it checks the employment eligibility through the e-verify program of any employee it hires, and complies with federal immigration laws and regulations relating to their employees. As required by ARS § 41-4401, MCCCDC advises that it is a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement; and that the law provides other rights to MCCCDC to ensure compliance.

18. Confidential Information Defined. Confidential Information is any available data or information in all forms collected, stored, or maintained that encompasses information that is personal to our uniquely identifies students, employees, agents or other MCCCC constituents, including but not limited to information that is protected by law or regulation. Confidential information includes, but is not limited to, social security numbers, student records, student financial records (regarding students, their parents, or sponsors), financial, credit, payment card and personal information regarding MCCCC employees and students, protected health information, and other personally identifying information. In addition, Confidential Information includes data and other information that is proprietary to or developed by MCCCC such as institutional financial and performance records.

19. Obligations to Protect Confidential Information and Other Assets.

- 19.1. Contractor agrees that Confidential Information provided to it or to which it may have access under this Agreement will be used only and exclusively to support performance of this Agreement and not for any other purpose.
- 19.2. Contractor's instructors, employees, or agents who have access to MCCCC's network, facilities, data, or Confidential Information (collectively, "MCCCC Assets") may not have access until they have received MCCCC's privacy and security training.
- 19.3. At all times during this Agreement, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information. Contractor will supply the appropriate MCCCC representative with copies of those policies and plans upon request.
- 19.4. Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing Services. Contractor will supply the appropriate MCCCC representative with copies of those policies upon request.
- 19.5. Contractor will inform MCCCC by sending an email to protectprivacy@maricopa.edu immediately, and in no event later than within one (1) business day if Contractor and/or its employees, instructors, or agent(s) have reason to believe that an actual or suspected security incident or any other circumstance has occurred in which MCCCC may be required to perform a risk assessment and/or provide a notification under applicable law, such as a breach. "Security incident" means the unauthorized access to and/or misappropriation of Confidential Information. Contractor will provide as many details as it has available in the notice about the nature of matter and will update MCCCC as more information becomes available.
- 19.6. Contractor will be financially responsible for the costs related to any security incident, breach or risk assessment caused by the inappropriate disclosure of Confidential Information by its employees, staff, directors or agents including but not limited to drafting and mailing of notifications; call center services, forensic investigation services, and credit monitoring.
- 19.7. If Contractor, its employees, or any tier of Contractor's agent(s) in the performance of this Agreement maintains Confidential Information on its technology, Contractor warrants and confirms that the maintenance of that information will meet applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
- 19.8. MCCCC owns all of the records and data of which Contractor may have custody on MCCCC's behalf including Confidential Information. Contractor will not disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Agreement or, if this Agreement is silent, without the express written approval of an authorized MCCCC representative. Contractor will work with MCCCC to transfer all of MCCCC's records and data to MCCCC on the termination or expiration

of this Agreement. Regarding Confidential Information, Contractor will return that information or securely destroyed it promptly as directed by MCCCCD without retaining any copies thereof, with any destruction confirmed in writing by the Contractor, except to the extent copies are required by law to remain with or.

- 19.9. Contractor agrees to provide MCCCCD access to MCCCCD records and data including Confidential Information that Contractor holds or uses on behalf of MCCCCD upon written request of MCCCCD with reasonable advance notice.
- 19.10. Contractor agrees to maintain, and provide to MCCCCD if requested, a record or when and to whom Confidential Information is disclosed.

MCCCCD
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for its Colleges and Skill Centers

CONTRACTOR
City of Goodyear

Signature: _____

Name
Title

Date: _____

Signature: _____

Wynette Reed
City Manager

Date: _____

Address: 1900 N Civic Square
Goodyear, AZ 85395

Email: _____

OTHER APPROVALS (if necessary)

Signature: _____

Roric Massey
City Attorney

Date: _____

ITEM #: 8.
DATE: 10/07/2024
AI #:2265



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE BUDGET AMENDMENT OF CITY MANAGER'S CONTINGENCY

STAFF PRESENTER(S): Jared Askelson, Finance Director

SUMMARY

Approve Budget Amendments

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

Approve the budget amendment of the City Manager's Contingency Fund. (Jared Askelson, Finance Director)

FISCAL IMPACT

This action will amend the budget to increase the City Manager's Office budget by \$65,000 for the purpose of conducting a payroll assessment. The amendment will reduce the available one-time City Manager's Contingency from \$350,000 to \$285,000. The citywide budget total remains unchanged within the Adopted State Expenditure Limitation.

BACKGROUND AND PREVIOUS ACTIONS

Budget amendments requiring City Council approval are presented as necessary throughout the year. The FY2025 expenditure limitation budget was adopted on June 12, 2024.

STAFF ANALYSIS

Budget transfers are permitted by Arizona Revised Statute 42-17106(B), which provides authorization for cities and towns to exceed expenditures in a budget item after final adoption of a city/town budget by transferring appropriations between budget items. All budget transfers are completed within city policy established by Resolution 2022-2256. Review of budget transfers keeps the Council and public informed about the city's current fiscal year revenues and expenditures.

Attachments

FY2025 Budget Amendment Report

City Council - Budget Amendments Report - FY2025

Council Agenda Date: 10/7/2024

Date	Transfer Journal No.	Reason Needed	Amount	Funding From	Funding To
9/25/2024	2025-03-893	Use of City Manager's Office (CMO) Contingency to fund payroll audit services.	\$65,000	General Fund CMO Contingency	General Fund CMO

ITEM #: 9.
DATE: 10/07/2024
AI #:2221



CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZATION OF THE EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CIP PROJECT #60034 – BRINE DISPOSAL IMPROVEMENT PIPELINE PROJECT

STAFF PRESENTER(S): Anthony Dudley, Acting Water Services Director

SUMMARY

A request to authorize the expenditure of construction funds up to \$12,245,000 for Capital Improvement Program (CIP) Project #60034 – Brine Disposal Improvement Pipeline Project.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



INFRASTRUCTURE

RECOMMENDATION

Authorize the expenditure of funds up to \$12,245,000 for Capital Improvement Program (CIP) Project #60034 – Brine Disposal Improvement Pipeline Project. (Anthony Dudley, Acting Water Services Director)

FISCAL IMPACT

CIP Project #60034 – Brine Disposal Improvement Pipeline Project is currently programmed in the fiscal year FY2025 CIP with a budget of \$14,180,800 with an estimated completion date of December 2025.

BACKGROUND AND PREVIOUS ACTIONS

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

On April 25, 2022 (AI-602), Council approved CIP #60034 – Brine Disposal Improvement Pipeline Project in the adoption of the FY2023 City of Goodyear City Manager's Recommended Budget.

On July 18, 2022, (AI-988) a multi-party agreement with the City of Goodyear (City), Palo Verde Nuclear Power Station (PVNPS), and the City of Buckeye (Buckeye) was approved by

Council. This agreement includes the acceptance of the City's brackish water into the PVNPS' water reclamation supply system. The fulfillment of this agreement will have positive impacts on the efficiency, capacity, and overall rating of the Goodyear Water Reclamation Facility.

On December 12, 2022 (AI-1224), Council approved the expenditure of design funds for CIP Project #60034 – Brine Disposal Improvement Pipeline Project.

Public Opportunities Awarded:

On July 24, 2024, Goodyear posted an Invitation for Bid (IFB) solicitation for CIP Project #60034 – Brine Disposal Improvement Pipeline Project.

On August 27, 2024, the IFB closed with 7 qualified bids. Bid tabulations have been finalized and a Notice of Intent to Award has been posted awaiting the 10-day protest period and this action for expenditure authorization prior to issuing a contract.

STAFF ANALYSIS

CIP Project #60034 – Brine Disposal Improvement Pipeline Project will provide final construction services. In general, the proposed improvements include the construction of pipelines to convey water treatment byproduct (brine) from city water treatment facilities to the PVNPS. The water treatment facilities at the Bullard Water Campus and Site 12 produce a concentrated brine byproduct as part of the treatment process. At peak production, the Bullard Water Campus generates 1 million gallons per day (MGD) and Site 12 generates 0.6 MGD. The current brine management process sends 1.6 MGD of brackish water/brine to the Goodyear Water Reclamation Facility for treatment.

This Council Action Request is to obtain authorization for the expenditure of funds for the construction of CIP Project #60034 – Brine Disposal Improvement Pipeline Project.

ITEM #: 10.
DATE: 10/07/2024
AI #:2232



CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZATION OF THE EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CIP PROJECT #60077 – RAINBOW VALLEY WRF EXPANSION

STAFF PRESENTER(S): Anthony Dudley, Acting Water Services Director

OTHER PRESENTER(S):

Lisa Melton, Senior Project Manager

SUMMARY

A request to authorize the expenditure of construction funds up to \$17,400,000 for Guaranteed Maximum Price (GMP)-3 of Capital Improvement Program (CIP) Project #60077 - Rainbow Valley WRF Expansion.

STRATEGIC PLAN ALIGNMENT



SAFE &
VIBRANT
COMMUNITY



INFRASTRUCTURE

RECOMMENDATION

Authorize the expenditure of funds for Guaranteed Maximum Price (GMP)-3 up to \$17,400,000 for Capital Improvement Program (CIP) Project #60077 - Rainbow Valley Water Reclamation Facility Expansion. (Anthony Dudley, Acting Water Services Director)

FISCAL IMPACT

CIP Project # 60077 Rainbow Valley WRF Expansion is currently programmed in the FY2025-FY2029 CIP with a total project budget of \$46,158,800. GMP-3 is for up to \$17,400,000 which is within the limits of the overall project budget.

BACKGROUND AND PREVIOUS ACTIONS

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

On October 24, 2022 (AI-1114), Council approved the creation of CIP Project #60110 – Rainbow Valley WRF Operational Improvements and related budget amendment of \$1,875,000 and approved the expenditure of up to \$650,000 for master planning and conceptual design.

On March 20, 2023 (AI-1371), Council approved the expenditure of up to \$755,000 for GMP-1 for construction of operational improvements at the Rainbow Valley WRF.

On December 18, 2023 (AI-1765), Council approved the budget amendment of \$12,158,800 for CIP Project #60077 - Rainbow Valley WRF Expansion and \$3,772,000 for CIP Project #60110 of Rainbow Valley WRF Operational Improvements, along with expenditure of funds up to \$3,300,000 for design services at the Rainbow Valley WRF.

On July 8, 2024 (AI-2104), Council approved the contract amendment for GMP-2 for \$7,750,000 for CIP Project #60077 Rainbow Valley WRF Expansion and #60110 Rainbow Valley WRF Operation Improvements.

STAFF ANALYSIS

The Rainbow Valley WRF is currently committed above 80% of the 0.75 million gallons per day (MGD) plant capacity and expansion is required to continue to support growth in the Estrella and Canta Mia communities. The project will increase the Rainbow Valley WRF capacity to 2.0 MGD to meet 10-year growth projections. This Council Action Request is for expenditure of funds for construction of Phase 1 work (GMP 3) of CIP Project #60077 Rainbow Valley WRF Expansion.

ITEM #: 11.
DATE: 10/07/2024
AI #:2263



CITY COUNCIL ACTION REPORT

SUBJECT: GOODYEAR BALLPARK TICKET PRICING STRUCTURE

STAFF PRESENTER(S): Bruce Kessman, Deputy Director Ballpark General Manager

SUMMARY

Staff is seeking approval of new Spring Training ticket pricing structure. The new structure aligns Goodyear Ballpark's ticket pricing with pricing throughout the Cactus League.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



SAFE &
VIBRANT
COMMUNITY



INNOVATIVE & HIGH
PERFORMING
ORGANIZATION

RECOMMENDATION

Approve the Spring Training ticket pricing structure. (Bruce Kessman, Deputy Director Parks and Recreation)

FISCAL IMPACT

Staff conducted a thorough analysis of Goodyear Ballpark's ticket pricing structure compared to all facilities in the Cactus League. Staff also used sell-through data to determine which seating sections were most desirable by fans. Through this analysis, staff determined that modifications to the seating and pricing structure are supported. The Cleveland Guardians and the Cincinnati Reds are in support of the new pricing structure.

Utilizing 2024 sales data, the recommended pricing structure will generate an 18% increase in gross ticket sales revenue. The additional revenue collected will be shared according to the Team Use Agreements, with 80% of the ticket price to the teams and 20% to the city. Goodyear will capture an additional \$1 for every ticket sold which will result in a 27% increase in facility fee revenue. Goodyear retains 100% of facility fees which supports the fiduciary responsibility of maintaining Goodyear Ballpark and Player Development Complexes per the Team Use Agreements.

Staff understands it is imperative Goodyear Ballpark retains its affordability, with some of the lowest ticket prices in the Cactus League. Goodyear residents will continue to enjoy exclusive

discounts, and the ballpark will still offer several promotions, including a senior discount, military appreciation, and child ticket pricing.

Staff recommends approving the new Spring Training ticket pricing structure. Please note that the proposed structure also establishes a range of up to \$5 per ticket; this provides the flexibility to adjust pricing according to market conditions beginning in the 2026 season, keeping our competitive position in the Cactus League.

BACKGROUND AND PREVIOUS ACTIONS

Annually, Goodyear Ballpark staff surveys the Cactus League market and examines ticket pricing of the other nine facilities. All have implemented either dynamic pricing, a day of game price increase, premium game pricing, or some combination of these. Each facility has different parking parameters and parking charges range from \$0 to \$30 per vehicle. Goodyear Ballpark does not charge for parking.

The chart below reflects ticket pricing history, including the new Spring Training pricing structure. The new pricing is reflective of the 2025 spring training season. A range of up to \$5 per ticket may be implemented beginning in 2026.

STANDARD	2009-2013	2014-2015	2016	2017-2020	2021-2024	New Pricing Structure
Home Plate Box	N/A	N/A	N/A	N/A	N/A	\$37
Infield Box	\$23	\$25	\$25	\$27	\$29	\$33
Outfield Box	\$18	\$20	\$20	\$22	\$24	\$26
Outfield Reserved	\$12	\$12	\$12	\$14	\$16	\$18
Berm	\$8	\$8	\$8	\$8	\$10	\$13
PREMIUM						
Home Plate Drink Rail	N/A	N/A	N/A	N/A	N/A	\$42
Premium Field Box	\$27	\$29	\$29	\$31	\$33	\$42
Club	\$27	\$29	\$29	\$31	\$33	\$42
GROUP						
Right Field Pavilion	\$30*	\$32*	N/A^	N/A^	\$68**	\$80**
Party Patio	N/A	N/A	N/A	N/A^	\$60**	\$72**
Terrace	\$15	\$17	\$18	\$21	N/A	N/A
Suites	\$750*^	\$750*^	\$800*^	\$800*^	\$950*^	\$1,000*^
Day of Game Surcharge	N/A	N/A	\$1	\$2	\$2	\$2
Parking	\$5	\$5	\$5	\$5	\$0	\$0

* F&B included

^ Sold as Group Tickets only

** Sold as tables of 4

STAFF ANALYSIS

Each year, the Cleveland Guardians, Cincinnati Reds, and ballpark staff analyze attendee survey data, ticket sales trends, ticket price comparisons, and parking charges across the Cactus League. Through this process, strategies are developed to maximize revenues while ensuring Goodyear Ballpark remains competitively positioned in the Cactus League. With these principles in mind, staff sought innovative solutions to accomplish all of these goals. Utilizing sell-through data, staff determined that the seating behind home plate was the most desirable seating location. By separating three sections of seats behind home plate and creating a new pricing tier, more diverse seating options were created to meet the changing demand of our community and fans. In addition, one seating section at the end of each dugout was changed to a lower price level.

Consensus was received among the Guardians, Reds, and ballpark staff that a change to the ticket pricing structure is appropriate, taking into consideration the following principles.

- Goodyear Ballpark will remain competitively priced in the market while maximizing revenue streams (Attachment: Cactus League Ticket Pricing Comparison).
- Goodyear Ballpark will remain in the lower pricing tier or lowest for like seating categories in the Cactus League.
- Goodyear Ballpark will continue group discounts, military appreciation pricing, child pricing, a senior discount and Goodyear resident offers.

Attachments

Cactus League Ticket Pricing Comparison

New Ticket Pricing Structure

Presentation

CACTUS LEAGUE PRICING STRUCTURE COMPARISON

	2024 Goodyear	New Pricing Structure	West Valley Average	East Valley Average	Cactus League Average
Home Plate Box	N/A	\$37	\$48	\$54	\$51
Infield Box	\$29	\$33	\$48	\$54	\$51
Outfield Box	\$24	\$26	\$38	\$47	\$43
Outfield Reserved	\$16	\$18	\$29	\$34	\$31
Berm	\$10	\$13	\$22	\$23	\$22
Home Plate Drinkrail	N/A	\$42	N/A	N/A	N/A
Premium Field Box	\$33	\$42	\$55	\$63	\$59
Club	\$33	\$42	N/A	N/A	N/A
Right Field Pavilion	\$68**	\$80**	\$32	\$105	\$90
Party Patio	\$60**	\$72**	\$32	\$82	\$57
Terrace	N/A	N/A	\$61	\$85	\$73
Suites	\$950*^	\$1,000*^	\$96 per person	\$129 per person	\$116 per person

New pricing is reflective of the 2025 spring training season. Range of up to \$5 per ticket may be implemented in years 2026 through 2029.

**F&B included*

^Sold as Group Tickets only

***Sold as tables of 4*

New Ticket Pricing Structure

STANDARD	2024	New	2024 CL Average
Home Plate Box	\$ 29	\$ 37	\$ 51
Infield Box	\$ 29	\$ 33	\$ 51
Outfield Box	\$ 24	\$ 26	\$ 43
Outfield Reserved	\$ 16	\$ 18	\$ 31
Berm	\$ 10	\$ 13	\$ 22
PREMIUM			
Home Plate Drink Rail	-	\$ 42	No comparison
Premium Field Box	\$ 33	\$ 42	\$ 59
Club	\$ 33	\$ 42	\$ 59
GROUP			
Right Field Pavilion*	\$ 68 / \$ 17pp	\$ 80 / \$ 20pp	\$ 90pp
Party Patio*	\$ 60 / \$ 15pp	\$ 72 / \$ 18pp	\$ 57pp
Terrace**	\$ 45	\$ 52	\$ 73
Suites**	\$ 900 / \$ 60pp	\$ 1,000 / \$ 67pp	\$ 116pp

*Sold as table of 4, **Includes F&B

New pricing is reflective of the 2025 spring training season. Range of up to \$5 per ticket may be implemented in years 2026 through 2029.





Spring Training Ticket Pricing Structure



Today's Lineup

- Price history
- Process
- Pricing structure
- Promotions
- Recommendation



Pricing History

- 2009: Inaugural season pricing established
- 2014: \$2 increase
- 2016: \$1 day of game surcharge
- 2017: Surcharge increased to \$2
- 2021: \$2 increase; free parking



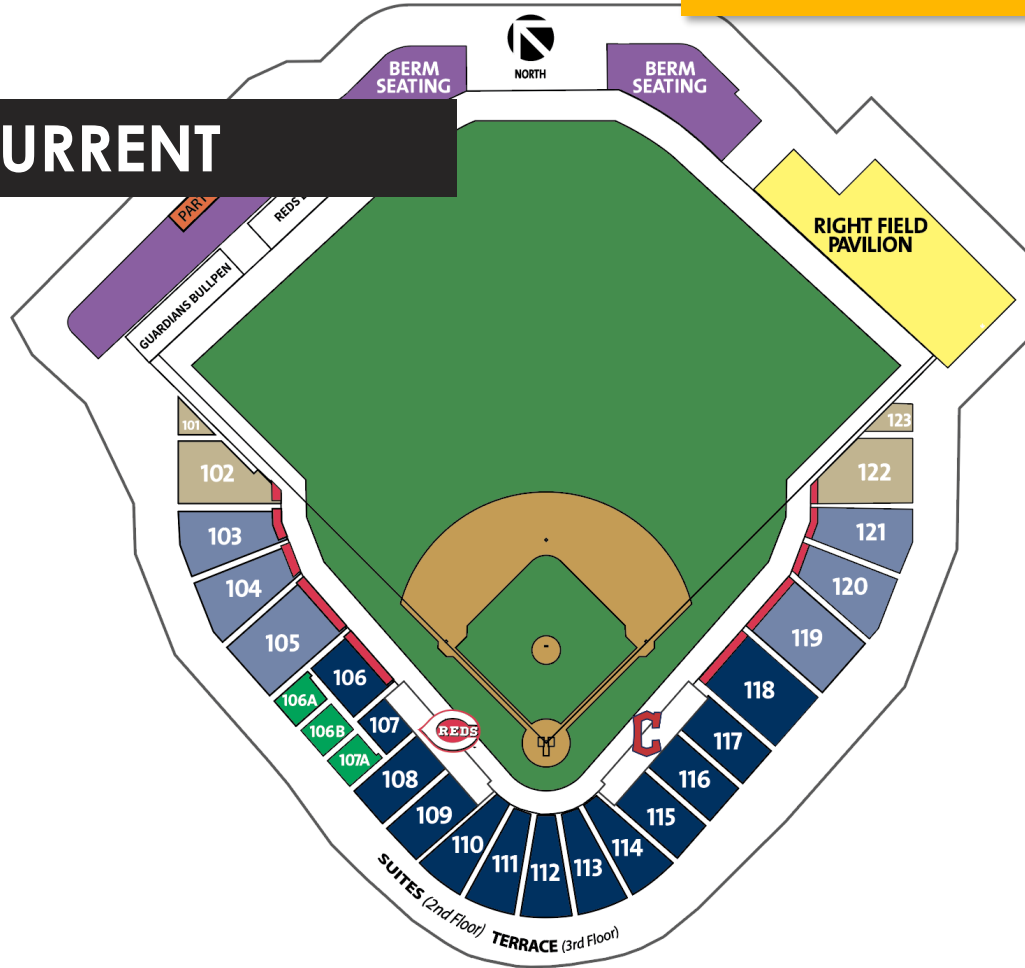
Process

- Leading principles
 - Competitive position
 - Maintain affordability
 - Fiscal responsibility
- Data analysis
- Team input

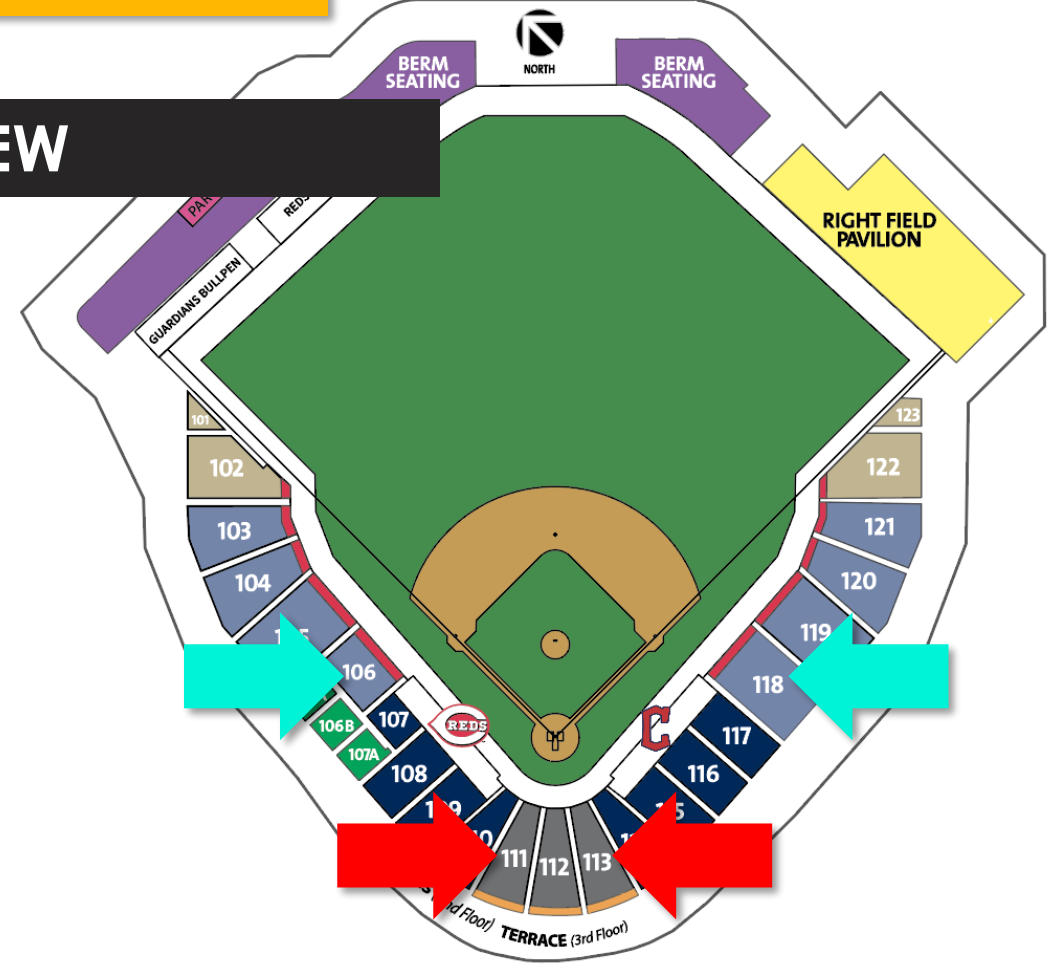


SEATING SECTIONS

CURRENT



NEW



New Ticket Pricing Structure

STANDARD	2024 CL Average	2024	New
Home Plate Box	\$ 51	\$ 29	\$ 37
Infield Box	\$ 51	\$ 29	\$ 33
Outfield Box	\$ 43	\$ 24	\$ 26
Outfield Reserved	\$ 31	\$ 16	\$ 18
Berm	\$ 22	\$ 10	\$ 13
PREMIUM			
Home Plate Drink Rail	No comparison	-	\$ 42
Premium Field Box	\$ 59	\$ 33	\$ 42
Club	\$ 59	\$ 33	\$ 42
GROUP			
Right Field Pavilion*	\$ 32pp	\$ 68 / \$ 17pp	\$ 80 / \$ 20pp
Party Patio*	\$ 32pp	\$ 60 / \$ 15pp	\$ 72 / \$ 18pp
Terrace**	\$ 73	\$ 45	\$ 52
Suites**	\$ 116pp	\$ 900 / \$ 60pp	\$ 1,000 / \$ 67pp

*Sold as table of 4, **Includes F&B

New pricing is reflective of the 2025 spring training season. Range of up to \$5 per ticket may be implemented beginning in 2026.



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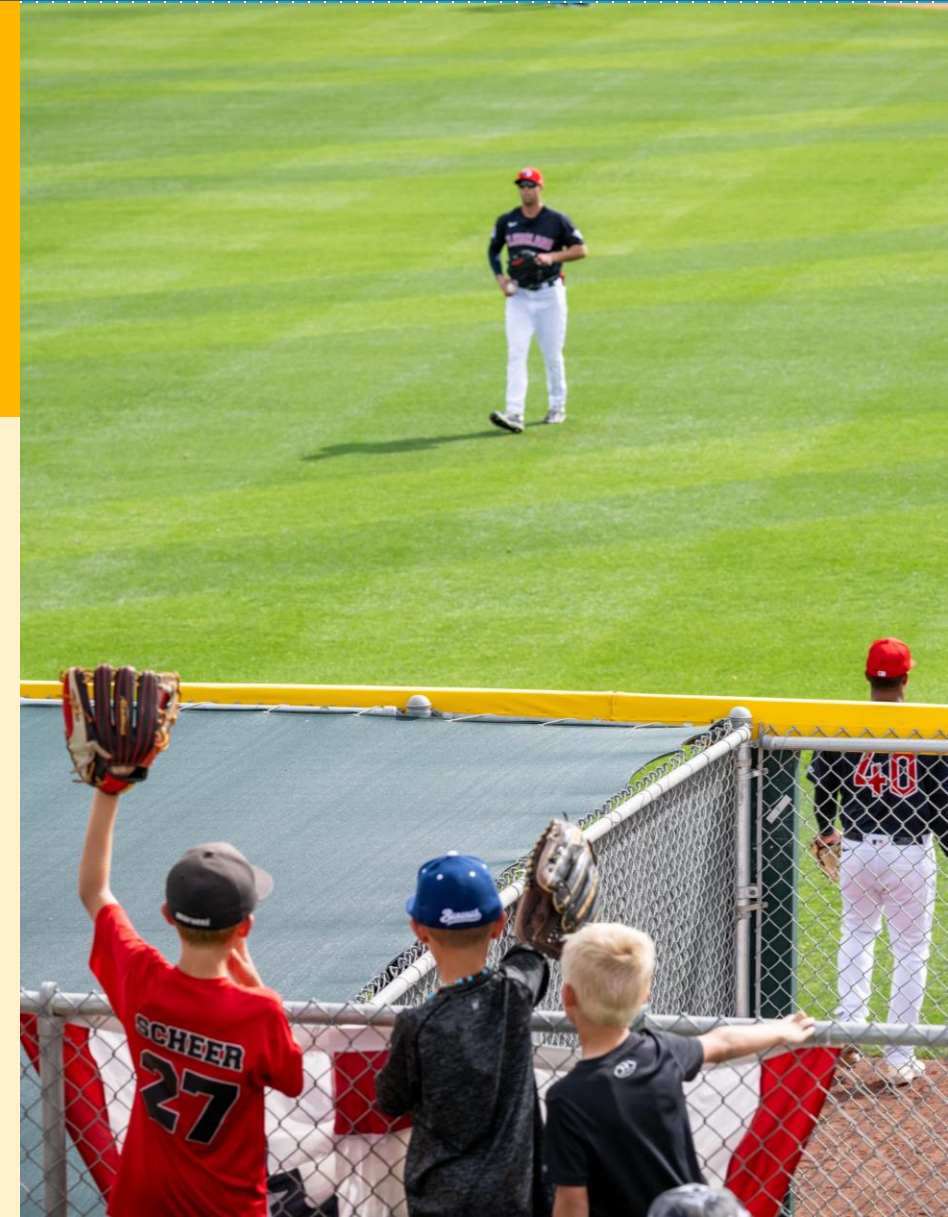
Ticket Price Range

- \$5 per seating section
- Beginning in 2026
- Market condition adjustment



Popular Ticket Promotions

- Season tickets/mini plans/groups
- Goodyear resident discount
- Military appreciation offers
- Child pricing
- Senior discount



Final Score

- ✓ Maintain position
- ✓ Maintain affordability
- ✓ Fiscal responsibility



Recommendation

- Approve the spring training ticket pricing structure



ITEM #: 12.
DATE: 10/07/2024
AI #:2240



CITY COUNCIL ACTION REPORT

SUBJECT: PENSKE TRUCK LEASING ANNEXATION

STAFF PRESENTER(S): Christian Williams, Planning Manager

SUMMARY

Authorization to initiate the annexation of approximately 4.92 acres of property, generally located on the south side of West McDowell Road, just west of the 183rd Drive alignment.

STRATEGIC PLAN ALIGNMENT



INFRASTRUCTURE

RECOMMENDATION

Authorize staff to initiate the annexation of Assessor's Parcel Number 502-37-064M approximately 4.92 acres of property, generally located on the south side of West McDowell Road, just west of the 183rd Drive alignment. (Christian Williams, Planning Manager)

FISCAL IMPACT

Annexation of land has a fiscal impact. A brief overview of anticipated public infrastructure and services impact is included in the staff analysis section of this CAR. A detailed fiscal impact will be included in future City Council reports. There is no fiscal impact associated with authorizing the staff to proceed with the state statutory requirements for annexation. Authorizing the process to move forward does not commit the City Council to approve the annexation.

BACKGROUND AND PREVIOUS ACTIONS

This item has not been previously presented to Council. The application request is for the annexation of approximately 4.92 acres of property generally located on the south side of West McDowell Road, just west of the 183rd Drive alignment (502-37-064M) (the "Property"). The Property is one of the five parcels located within a county island that is surrounded by property within the City of Goodyear.

The abutting property to the south of the Property, which is within the city's boundaries, is owned by the Arizona Department of Transportation, and the property north of the Property, which is also within the city's boundaries, is Arizona State Trust Land and is the site of

Perryville Prison. The abutting property to the east (502-37-064C), which is within the city's boundaries (the "Penske Leasing Property"), is owned by Penske Truck Leasing Co. ("Penske"). The Penske Leasing Property was rezoned from I-1 to I-2 on August 29, 2022, and a site plan for the development of a Penske Truck Leasing Facility has been approved. Penske Truck Leasing Co. LP acquired the Property in March 2023.

STAFF ANALYSIS

Current Policy:

Arizona State Statutes regulate annexation. Below is a brief summary of the annexation process:

- 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).
- Assuming the proposed annexation area meets the state legal requirements for annexation, staff conducts a review of the annexation proposal to determine the desirability of the 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 (tonight's meeting).
 - 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 before signatures can be obtained.
- A public hearing must be held within the last 10 days of this 30-day waiting period to receive public input on the annexation.
- Once the 30-day waiting period is over, the blank petitions may be signed and collected.
- Once all petitions have been collected, the annexation may be scheduled for a City Council meeting for consideration.

Details of the Request:

There is one application request for your consideration:

- Annex approximately 4.92 acres of property, generally located on the south side of West McDowell Road, just west of the 183rd Drive alignment.

The Property is generally located on the south side of West McDowell Road, just west of the 183rd Drive alignment, and is owned by Penske Truck Leasing Co LP.

If the annexation is ultimately approved by Council, the city could formally begin the review for Penske Truck Rental Site Expansion and issue necessary permits to begin development.

The Property is 4.92 acres in size and is within the "Neighborhood" Land Use Designation under the General Plan. The existing County zoning for the annexation area is Light Industrial (IND-2). The uses under the County's Light Industrial (IND-2) zoning district are consistent.

Accordingly, upon annexation, the Property would be designated the city equivalent zoning district of General Industrial Park (I-2). Although the I-2 zoning district is inconsistent with the Neighborhood Land Use Designation; the property is already zoned Industrial and could develop with an Industrial use today. Consequently, a General Plan Amendment would not be required upon annexation because the parcel would already be zoned I-2.

The property is located within the city's municipal planning area and meets State statutory requirements for annexation.

City's Annexation Policy

The Goodyear City Council adopted an annexation policy by Resolution 2001-768 that provides staff with guidelines for the evaluation of annexation requests:

- A. The City's ability to provide basic services in a timely manner.
- B. Long-term desirability for community development and economic growth.
- C. Likelihood of the area being developed in Maricopa County or being annexed by another city or town.
- D. Ability to control the quality of land uses and infrastructure standards.
- E. Compatibility with General Plan, infrastructure needs, and timing of development.

As discussed above, the Property was acquired by Penske for the development of a parking lot to support its truck leasing operations being developed on the Penske Leasing Property.

Streets: The Property is located on the south side of West McDowell Road. The developer would be responsible for the construction of the Property's half-street improvements.

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 located approximately 2.23 miles away from the site and Station 185 located 5.38 miles northwest of the site.

Water: The Property is within the service area of Arizona Water Company. Therefore, there is no impact on the city's water portfolio or any infrastructure needed to provide water service to the Property.

Wastewater: The Property is located within the city's wastewater service area, and the city will be providing wastewater service to the property. There is an existing trunk line located within West McDowell Road that should have capacity sufficient to meet the wastewater flows that will be generated by the development of the Property. If the existing trunk line cannot accommodate wastewater flows from the Property, the property owner will be required to install any additional improvements needed for the city to provide wastewater to the Property.

Attachments

Legal Description
Annexation Map

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 3 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 3 BEARS SOUTH 89°57'27" WEST, A DISTANCE OF 2647.31 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, SOUTH 89°57'27" WEST, A DISTANCE OF 272.27 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°02'33" EAST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING;

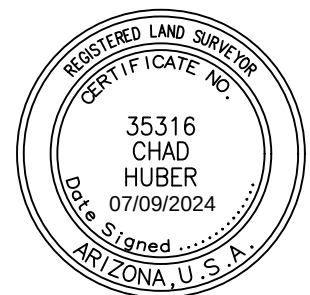
THENCE SOUTN 00°08'21" EAST, A DISTANCE OF 709.55 FEET;

THENCE SOUTH 89°55'26" WEST, A DISTANCE OF 306.84 FEET;

THENCE NORTH 00°08'40" WEST, A DISTANCE OF 709.73 FEET;

THENCE NORTH 89°57'27" EAST, A DISTANCE OF 306.91 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 217,770 SQ.FT. OR 5.00 ACRES MORE OR LESS.



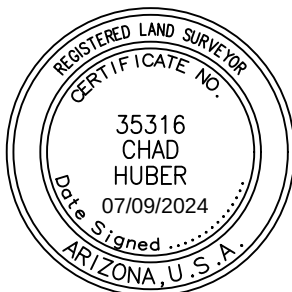
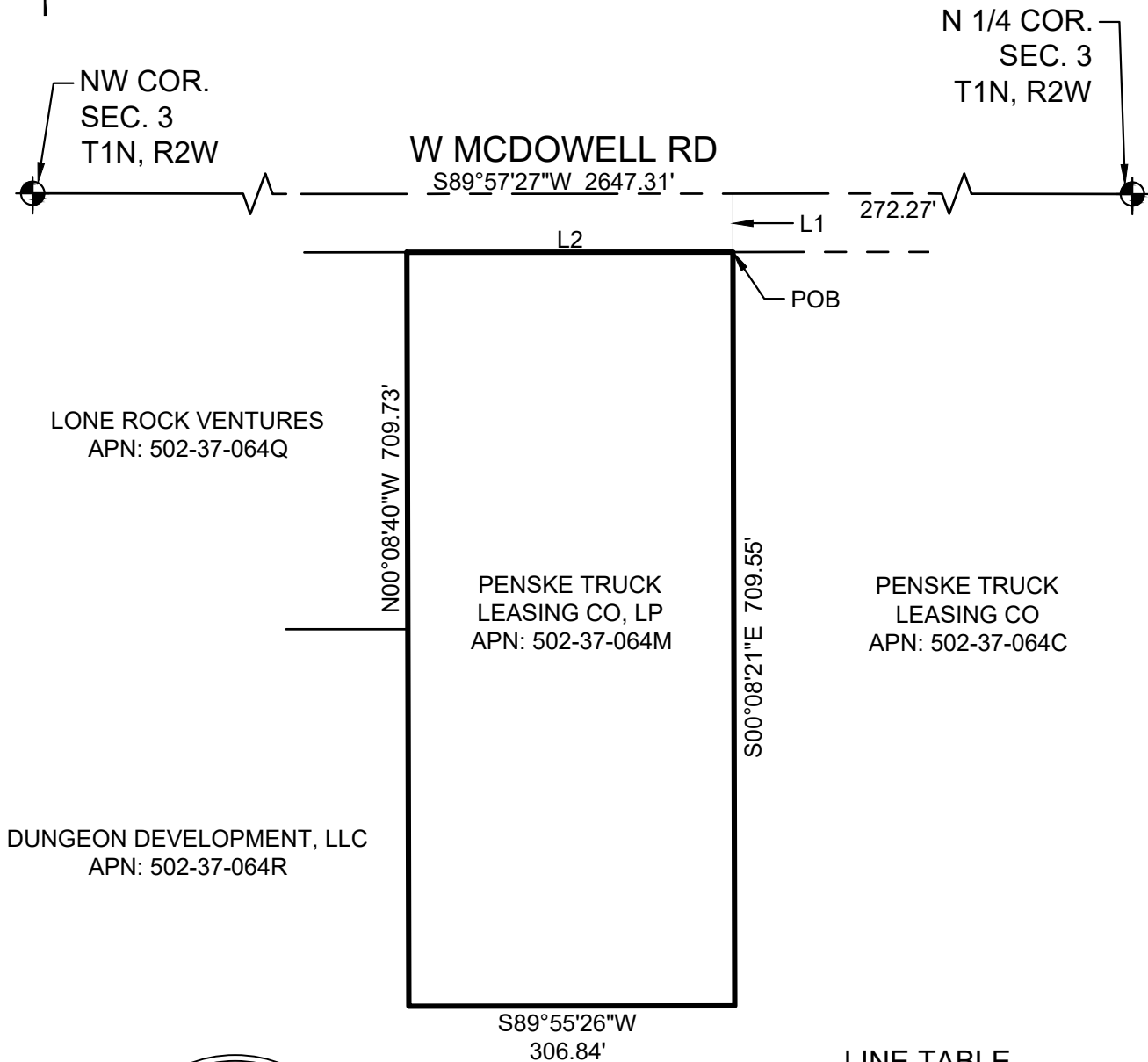
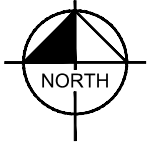
CHAD W. HUBER
RLS 35316
1661 E. CAMELBACK RD, SUITE 400
PHOENIX, ARIZONA 85016
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn

1661 E. Camelback Rd., Suite 400
PHOENIX, AZ 85016

Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	07/09/2024	291582000	1 OF 2



LINE TABLE

L1 = S00°02'33"E 55.00'
L2 = N89°57'27"E 306.91'

CHAD W. HUBER
RLS 35316
1661 E. CAMELBACK RD, SUITE 400
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	07/09/2024	291582000	2 OF 2

K:\PHX_Civil\291582001 - Penske Phase 2\CADD\Exhibits\2024-04-16 Annexation Map.dwg Apr 18, 2024 Dave.Burke
XREFS: X582001BM X582001OS X582000BM X582000VF

ARIZONA STATE DEPT OF CORRECTIONS
502-32-001G
ZONING: AG
CITY OF GOODYEAR

McDOWELL ROAD

LONE ROCK VENTURES
502-37-064Q
ZONING: IND-2
MARICOPA COUNTY

MARK MILHON TRUST
502-37-064K
ZONING: IND-2
MARICOPA COUNTY

DHAMI GROUP LLC
502-37-064R
ZONING: IND-2
MARICOPA COUNTY

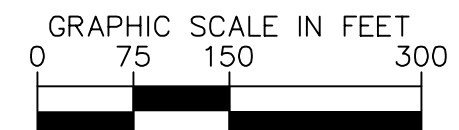
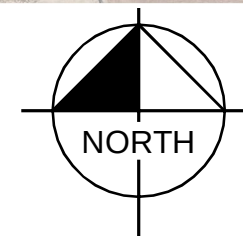
SUBJECT PARCEL
502-37-064M
PENSKE TRUCK LEASING
ZONING: IND-2
MARICOPA COUNTY

PENSKE TRUCK LEASING
(UNDER CONSTRUCTION)
502-37-064M
ZONING: I-1
CITY OF GOODYEAR

AZ STORAGE CENTERS LLC
502-37-002Y
ZONING: C-2
CITY OF GOODYEAR

ADOT RIGHT-OF-WAY

INTERSTATE 10



ANNEXATION MAP
Kimley»Horn

4/16/24

ITEM #: 13.
DATE: 10/07/2024
AI #:2259



CITY COUNCIL ACTION REPORT

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

STAFF PRESENTER(S): Christian Williams, Planning Manager

SUMMARY

This is a staff-initiated request to amend Article 15 of the Goodyear City Code to allow for the administrative approval of final plats pursuant to Arizona Revised Statutes.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality

RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1615, AMENDING GOODYEAR CITY CODE AMENDING SECTIONS 15-2-3 (STAGE II – PRELIMINARY PLAT) AND 15-2-5 (STAGE III – FINAL PLAT) OF ARTICLE 15-2 (PLATTING PROCEDURES AND REQUIREMENTS) AND SECTION 15-3-6 (CONDOMINIUM DEVELOPMENTS AIRSPACE PLANNING) OF ARTICLE 15-3 (SUBDIVISION DESIGN PRINCIPLES AND STANDARDS) OF CHAPTER 15 (SUBDIVISION REGULATIONS) RELATED TO ADMINISTRATIVE REVIEW AND APPROVAL OF PLATS AND AMENDED PLATS AND MINOR SCRIVENER'S ERROR; PROVIDING FOR CORRECTIONS, SEVERABILITY. (Christian Williams, Planning Manager)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

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

The most recent amendments to the Subdivision Regulations were approved by the City Council on April 10, 2023, with adoption by Ordinance No. 2023-1572. These amendments related to preliminary plats and allowed the approval of preliminary plats to be completed administratively and without council approval.

Arizona Senate Bill 1103, approved on March 3, 2023, amended Title 9, chapter 4 article 8 of the Arizona Revised Statutes by adding A.R.S. §9-500.49, which allows the legislative body of a city to authorize personnel to review and approve final plats and plat amendments without approval by the City Council. The proposed amendments to the city code by Ordinance 2024-1615 will allow the Development Services Director to approve final plats. The following sections of Goodyear City Code will be amended:

- Article 15-2 (Platting Procedures and Requirements)
 - Section 15-2-3 (Stage II – Preliminary Plat)
 - Section 15-2-5 (Stage III – Final Plat)
- Article 15-3 (Subdivision Design Principles and Standards)
- Section 15-3-6 (Condominium Developments Airspace Planning)

For the approval of final plats, the Subdivision Regulations currently require review and approval from the City Council. Final plats approval is valid for 90 days. As noted above, a one-time administrative extension is available along with the availability of a one-time extension granted by the Council.

A work session with the City Council was held on July 1, 2024. At the work session, staff presented Council with information on process improvements proposed within the Development Services Department. One of the proposed improvements involved the approval of final plats. While final plats require review and approval from the City Council, these items are often placed on the consent agenda and it is extremely uncommon for a final plat to be pulled from consent. Additionally, so long as the final plat is in conformance with the preliminary plat, there is no legal basis for requesting amendments or denying the approval by City Council. As of 2023, Arizona State Statutes do not specifically require the City Council's approval of final plats, so staff identified this area as a potential process improvement. A review of other cities within the Phoenix-metro area found that at least two cities currently have adopted a fully administrative process and several other cities are reviewing the League of Arizona Cities Model Ordinance to address administrative approval of final plats. At the July 1, 2024, work session, Council provided direction to staff to proceed with the process improvement. If final plat approval is delegated to city staff, then it could result in greater efficiencies and time savings for both staff and applicants.

STAFF ANALYSIS

As directed by the City Council, staff is proposing to amend the Subdivisions Regulations for process improvement purposes. The amendment, as attached hereto, will delegate the approval of final plats to the Development Services Director. The Development Services Director may approve, approve with conditions, or deny an application for final plat. Appeals of the Development Services Director's decision may be made to the City Council.

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

Attachments

Proposed Ordinance
Presentation

ORDINANCE NO. 2024-1615

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING GOODYEAR CITY CODE AMENDING SECTIONS 15-2-3 (STAGE II – PRELIMINARY PLAT) AND 15-2-5 (STAGE III – FINAL PLAT) OF ARTICLE 15-2 (PLATTING PROCEDURES AND REQUIREMENTS) AND SECTION 15-3-6 (CONDOMINIUM DEVELOPMENTS AIRSPACE PLANNING) OF ARTICLE 15-3 (SUBDIVISION DESIGN PRINCIPLES AND STANDARDS) OF CHAPTER 15 (SUBDIVISION REGULATIONS) RELATED TO ADMINISTRATIVE REVIEW AND APPROVAL OF PLATS AND AMENDED PLATS AND MINOR SCRIVENER'S ERROR; PROVIDING FOR CORRECTIONS, SEVERABILITY.

WHEREAS, In 2023 S.B. 1103 amended Title 9, chapter 4 article 8 of the Arizona Revised Statutes by adding A.R.S. §9-500.49 that allows local governments, by ordinance, to authorize administrative personnel to review and approve plats and amended plats without a public hearing; and,

WHEREAS, administrative approval of plats and amended plats can reduce the overall time it takes to complete the review and approval of plats and amended plats which will reduce the overall time for projects to be completed; and,

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

SECTION 1. Section 15-2-3 Stage II - Preliminary plat. of the Goodyear City Code is hereby amended as follows (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

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

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

(B) Development Review Committee. The Development Review Committee (Committee), as established by the City of Goodyear Zoning Ordinance, shall review and make recommendation to the Development Services Director on applications for Preliminary Plats, ~~Minor Land Divisions~~, and other plans that fall under this Section. The Committee's recommendation shall be to approve,

approve with conditions, or deny. The Committee may promulgate rules and procedures with respect to Committee activities.

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

(1) Concurrent Processing. If a proposed preliminary plat is inconsistent with the requirements for the zoning district in which the property is located and/or any zoning conditions or stipulations attached to the property ("zoning"), the City will concurrently process the application for the proposed preliminary plat and an application to amend the zoning as generally described herein. The Department shall not accept the submission of the preliminary plat until an application to amend the zoning on the property being platted has been submitted by the property owner or an authorized agent of the property owner. If the ordinance amending the zoning on the property has not been enacted or taken effect prior to the expiration of the substantive review time frame adopted for the review of preliminary plat applications, the application shall either be denied prior to the expiration of the substantive review time frame or, at the discretion of the Development Services Director, conditionally approved subject to the ordinance amending the zoning on the property being enacted and taking effect. No pre-development activity for a subdivision that occurs while an application for zoning amendment is pending, including, but not limited to, the processing of and/or conditional approval of a preliminary plat, shall be construed as having been undertaken in reliance on a favorable determination of such zoning application.

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

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

- (1) the Subdivision Regulations;
- (2) the Engineering Design Standards;
- (3) the Flood Prevention Regulations;
- (4) the City of Goodyear General Plan and related Master Plans;
- (5) the Zoning Ordinance of the City of Goodyear;
- (6) any applicable Zoning Conditions;

- (7) any applicable Development Agreement;
- (8) the City of Goodyear Design Guidelines Manual; and
- (9) all other applicable federal, state, and local laws, ordinances, codes, rules, regulations, policies, and guidelines.

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

(F) Preliminary Plat Submission.

- (1) The subdivider shall submit an application for preliminary plat, the preliminary plat and all required supporting data prepared in accordance with the requirements set forth herein and in the manner established by the Department as identified on the application forms.
- (2) The Department may request additional information, and may, during the administrative completeness review process, modify or waive submission requirements as deemed appropriate to the size or nature of the subdivision.
- (3) The subdivider shall pay user fees upon application as adopted by the City Council.
- (4) The formatting, content and information to be provided in and in support of the preliminary plat and the formatting, content and information to be provided in and in support of the preliminary engineering plans and reports that are to be submitted in connection with an application for a preliminary plat shall comply with the requirements set forth in the Subdivision Regulations, the Flood Prevention Regulations, the Engineering Design Standards and Policies Manual, and any other applicable federal, state, and/or local law, ordinance, code, rule, regulation, policy, and/or guideline.
- (5) Subdivisions containing hillside areas shall provide all applicable information as specified in Section 15-3-9.
- (6) Residential subdivisions near existing or proposed freeways shall provide all applicable information as specified in Section 15-4-4(P).

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

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

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

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

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

(1) The Committee shall conduct a review of the preliminary plat to ensure compliance with the codes and ordinance stated herein.

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

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

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

(1) Upon completion of the review process by the Committee, the preliminary plat will be forwarded to the Development Services Director to approve, approve with conditions, or deny.

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

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

(J) Significance of Preliminary Plat Approval. Preliminary plat approval constitutes authorization for the subdivider to proceed with preparation of the final plat and the engineering plans and specifications for public improvements.

Preliminary plat approval is subject to the following conditions:

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

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

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

(a) No extensions shall be granted hereunder unless all of the following conditions have been met: (1) there have been no substantive changes to any of the standards listed in subsection (D) of this section; (2) that the existing preliminary plat continues to comply with all applicable requirements; and (3) the subdivider has expended substantial effort to prepare a final plat and engineering plans to support such final plat.

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

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

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

(K) The decision of the Development Services Director to deny a request to waive the requirement for a preliminary plat; approve, conditionally approve, or deny a

preliminary plat; or deny a request for an extension to extend the expiration date of a preliminary plat approval shall be final. The decision of the Council to deny a request for an extension to extend the expiration date of a preliminary plat approval shall be final.

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

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

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

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

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

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

SECTION 2. Section 15-2-5 Stage III - Final plat. of the Goodyear City Code is hereby amended as follows (with deletions shown by strikeout text and additions shown by double underlined text):

This stage includes the final design of the subdivision, the engineering of improvements and the submittal of the final plat, reports, and plans by the subdivider for review and action by the ~~Department and City Council~~ Development Review Committee and Development Services Director. The final plat will be processed in accordance with the procedures generally described herein and more particularly described in the Administrative Process Manual and the Engineering Design Standards and Policies Manual. If there is a conflict between the procedures generally described herein and more particularly described in the Administrative Process Manual, Zoning Ordinance, and in the Engineering Design

Standards and Policies Manual, the procedures generally described herein shall govern.

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

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

(CA) Zoning. The zoning of the property to be subdivided shall permit the use intended for the subdivision, and any zoning amendment necessary to allow the intended use shall have been adopted by the Council prior to the filing of the application for final plat. The subdivision shall be designed to meet the specific development standards, minimum dimension requirements and all other requirements for the zoning district in which it is located and to comply with all Zoning Conditions attached to the property.

(DB) Streets, Rights-of-Way and Easements. All proposed streets, rights-of-way and utility and drainage easements shall be identified on the final plat. A dedication statement for all rights-of-way and easements shall be placed on the final plat in accordance with the requirements of the Subdivision Regulations and Engineering Standards.

(EG) Final Plat. Final plats shall be prepared and sealed by a registered civil engineer licensed by the State of Arizona or by a registered land surveyor licensed by the State of Arizona. Final plats shall substantially conform to an approved preliminary plat unless the requirement for a preliminary plat has been waived as provided in Section 15-2-3 of the Goodyear City Code. Substantial conformance shall mean no material changes to the overall subdivision boundary, relocation of any arterial or higher classified roadway rights-of-way, or reconfiguration of any major drainage ways or utility corridors established with the approved preliminary plat, as determined by the Engineering Director or designee. In instances where the requirement for a preliminary plat has been waived, the final plat shall be consistent with the zoning applicable to the subdivision, including compliance with the minimum size of each lot, tract and parcel required in the zoning applicable to the subdivision. In addition, the final plat and the proposed development reflected therein shall comply with the requirements for the zoning district in which the property is located and shall comply with the requirements set forth in:

(1) the Subdivision Regulations;

- (2) the Engineering Standards;
 - (3) the Flood Prevention Regulations;
 - (4) the City of Goodyear General Plan;
 - (5) the Zoning Ordinance of the City of Goodyear;
 - (6) any applicable Zoning Conditions;
 - (7) any stipulations and/or conditions imposed with the approval of the preliminary plat;
 - (8) any applicable Development Agreement;
 - (9) the City of Goodyear Design Guidelines Manual; and
 - (10) all other applicable federal, state, and local laws, ordinances, codes, rules, regulations, policies, and guidelines, including by way of example, but not limitation:
 - (a) regulations established by the Maricopa County Flood Control District relating to the construction or prevention of construction of streets in lands established as being subject to periodic inundation as applicable;
 - (b) regulations established by the State of Arizona Department of Transportation relating to provisions for safety of entrance upon and departure from abutting state highways as applicable;
 - (c) regulations established by the State of Arizona Department of Health Services and Maricopa County Health Department relating to the provision of domestic water supply and sanitary sewage disposal as applicable;
 - (d) regulations established by the Arizona Department of Environmental Quality, Arizona Department of Water Resources, and the Maricopa County Department of Environmental Quality governing development in Maricopa County.
- (D) Final Plat Submission.
- (1) Applications for final plats shall be made on form(s) established by the Department and shall include all information identified in the: application form(s); in the section of the Administrative Process Manual related to final plats; in the Subdivision Regulations; and in the Engineering Standards. The application shall be signed by the property owner or an authorized agent of the property owner and all applicable fees shall be paid when the application is submitted. The City shall be entitled to initiate an application

for a final plat filed for the purpose of reverting to acreage land previously subdivided as needed to revoke a previously approved final plat.

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

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

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

(5) Residential subdivisions near existing or proposed freeways shall provide all applicable information as specified in Section 15-4-4(P).

(E) Final Plat Review. The Department shall review the final plat and supporting documentation for compliance with all applicable requirements.

(1) Once the submission has been deemed complete, the Department shall conduct a review of the final plat.

(2) The final plat shall be distributed to other City departments, City staff and outside agencies for review and comment. The Department shall compile the comments and provide them in writing to the subdivider.

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

(4) The subdivider shall be responsible for revising the final plat submission in accordance with the comments provided by the Department. The response to the Department's comments shall be in writing and in the manner and format requested by the Department.

(F) Final Plat Approval.

(1) Upon completion of the ~~Department's review~~ by the Development Review Committee, the final plat will be ~~scheduled for a public meeting before the City Council. The Department will~~ forwarded with a

recommendation of approval, approval with conditions or denial to the Development Services Director.

(2) The Council Development Services Director shall consider the final plat and the ~~Department's~~ the Development Review Committee's recommendations and may take action to approve, approve with conditions, or deny the final plat.

(3) If the final plat is generally acceptable but requires minor revision before recordation, the Council Development Services Director may approve the final plat subject to conditions. ~~The conditions of approval shall be noted in the Council meeting minutes and in a written correspondence provided to the subdivider.~~

~~(4) Council may impose conditions on the approval of the final plat and/or on the approval of any extension of a final plat approval as Council deems necessary to implement the requirements of any federal, state, and/or local law, ordinance, code, rule, regulation, policy and/or guideline; to protect the public from potential adverse impacts from the proposed development; or to fulfill an identified need for public services. The conditions of approval shall be noted in the Council meeting minutes and in a written correspondence provided to the subdivider.~~

~~(45) If the Council Development Services Director finds the final plat does not meet the applicable requirements of the City, the Council Development Service Director shall take action to deny the final plat. The Department will provide written notice to the subdivider indicating the reasons for the denial.~~

~~(56) The decision of the Council Development Services Director to approve, approve with conditions or deny the final plat shall be final may be appealed to the City Council and if appealed the final plat will be scheduled for a public meeting before the City Council.~~

(6) If appealed to the City Council, the City Council may impose conditions on the approval of the final plat and/or on the approval of any extension of a final plat approval as City Council deems necessary to implement the requirements of any federal, state, and/or local law, ordinance, code, rule, regulation, policy and/or guideline; to protect the public from potential adverse impacts from the proposed development; or to fulfill an identified need for public services. The conditions of approval shall be noted in the City Council meeting minutes and in a written correspondence provided to the subdivider.

(7) If the City Council finds the final plat does not meet the applicable requirements of the City, the City Council shall take action to deny the final plat. The Department will provide written notice to the subdivider indicating the reasons for the denial.

(8) The decision of the City Council to approve, approve with conditions or deny the final plat shall be final.

(G) Final Plat Expiration. Final plat approval shall be valid for a period of ninety (90) calendar days from the date City Council or the Development Services Director approved the final plat. The final plat shall expire if it is not recorded with the Maricopa County Recorder within ninety (90) calendar days of the date City Council or the Development Services Director approved the final plat unless an extension has been obtained prior to the expiration of the plat as provided below.

(H) Final Plat Recordation.

(1) The subdivider shall be responsible for submitting final plats to the Department for recordation purposes. The format, contents, and information to be included in the final plat and any attachments to be attached to the final plat that is submitted for recordation shall be in accordance with the Subdivision Regulations, the Engineering Standards, the Administrative Process Manual, and any stipulations and/or conditions of approval.

(2) The final plat shall not be recorded until the City Engineer has approved the engineering construction plans for the subdivision improvements and certified that all necessary financial assurances are in place.

(3) Once all applicable approvals and signatures have been obtained, the Department will be responsible for recording the final plat with the Maricopa County Recorder.

(I) Final Plat Extension. Final Plat approval shall expire if the final plat is not recorded with the Maricopa County Recorder within ninety (90) calendar days from the date City Council or the Development Services Director approved the final plat except as provided below.

(1) The Engineering Director, or designee, may administratively grant a single 90-day extension to extend the expiration date of a final plat approval. Should additional time be warranted beyond an extension granted by the Engineering Director or designee, the approver of the final plat ~~Council~~ may grant an additional, one time 90-day extension of the final plat approval. No extensions shall be granted hereunder unless all of the following conditions have been met: (a) there have been no substantive changes to any of the standards listed in subsection (D) of this section; (b) that the existing preliminary plat continues to comply with all applicable requirements; and (c) the subdivider has expended substantial effort and made substantial progress towards the completion of engineering construction plans for the required subdivision improvements. A request for an extension hereunder shall be formally submitted to the City prior to the expiration of the final plat approval and shall be accompanied by documentation demonstrating compliance with the conditions set forth

herein. If such requests for extension, including the supporting documentation, are filed prior to the expiration of the final plat approval, then the final plat approval shall continue in effect until such time as the requests for extension have been acted upon.

(2) If an extension is granted, the final plat approval shall be valid for ninety (90) days from the date such request for extension was approved, and the final plat approval shall expire if the final plat is not recorded with the Maricopa County Recorder within ninety (90) days from the date the extension was approved. If a request for extension is denied, the final plat shall expire upon the date the request for an extension was denied or 90 calendar days from the date City Council or the Development Services Director approved the final plat, whichever is later.

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

SECTION 3. Section 15-3-6 Condominium developments airspace planning. of the Goodyear City Code is hereby amended as follows (with deletions shown by strikeout text and additions shown by double underlined text):

(A) The processing of subdivision plats for condominium developments shall follow the procedures set forth in this chapter for the processing of land subdivision plats. All sections of this chapter shall be applicable to condominium subdivisions. A preliminary site plan shall be considered a Preliminary Plat and a final site plan, a Final Plat.

(B) The final condominium subdivision plat shall be certified by a registered architect or engineer that the plat accurately depicts the development as constructed and shall be recorded prior to the sale of the first unit.

(1) Conversions of conventional apartment developments. Preliminary Plats shall show, in addition to all information required by the Department checklist for site plans, the following:

(a) Firewall construction, if required by the Fire Code;

- (b) Additional parking, if required;
- (c) Additional open space, if required;
- (d) Locations of individual utility lines and meters, if needed.
- (2) Final Plats shall show:
 - (a) All buildings;
 - (b) Private drives and parking areas;
 - (c) Required easements;
 - (d) Designation of commonly owned property;
 - (e) Necessary dedication statement;
 - (f) Statement concerning the formation of a homeowner's association for the maintenance of the commonly owned property;
 - (g) Necessary certifications and approvals.
- (3) New developments:
 - (a) Preliminary Plats shall show all of the information required by the Department site plan checklist;
 - (b) Final Plats shall show all of the information required in subsection (2) above;
 - (c) Building permits shall be issued in accordance with Final Plats approved by the Department, prior to recordation of the plat;
 - (d) Final Plats to be approved by the Development Services Director City Council and recorded after construction has been completed and final inspection made.

SECTION 4. CORRECTIONS. The City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 5. 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 6. EFFECTIVE DATE. This Ordinance shall become effective thirty days after adoption in the manner prescribed by law.

SECTION 7. RECORDATION. This Ordinance shall be recorded with the Maricopa County Recorder's Office.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

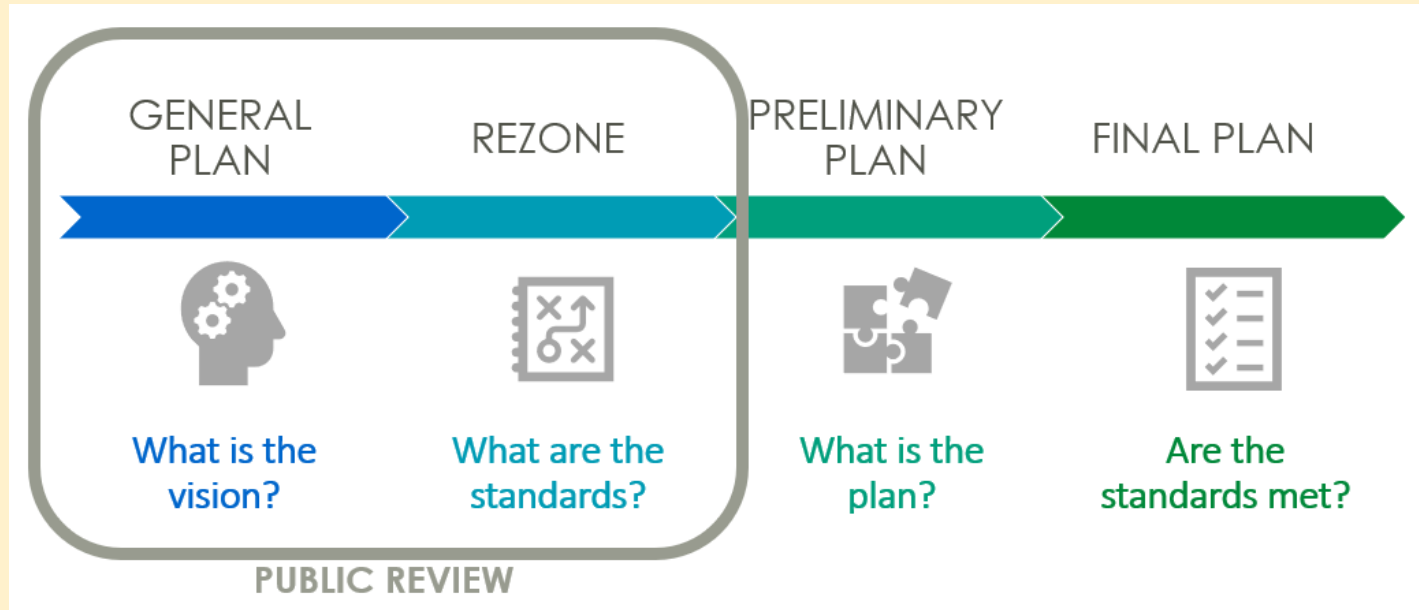


State Law Changes

- State Law Changes during 2023 Legislative Session
- Final Plats



Plan Review Process



Proposed Ordinance

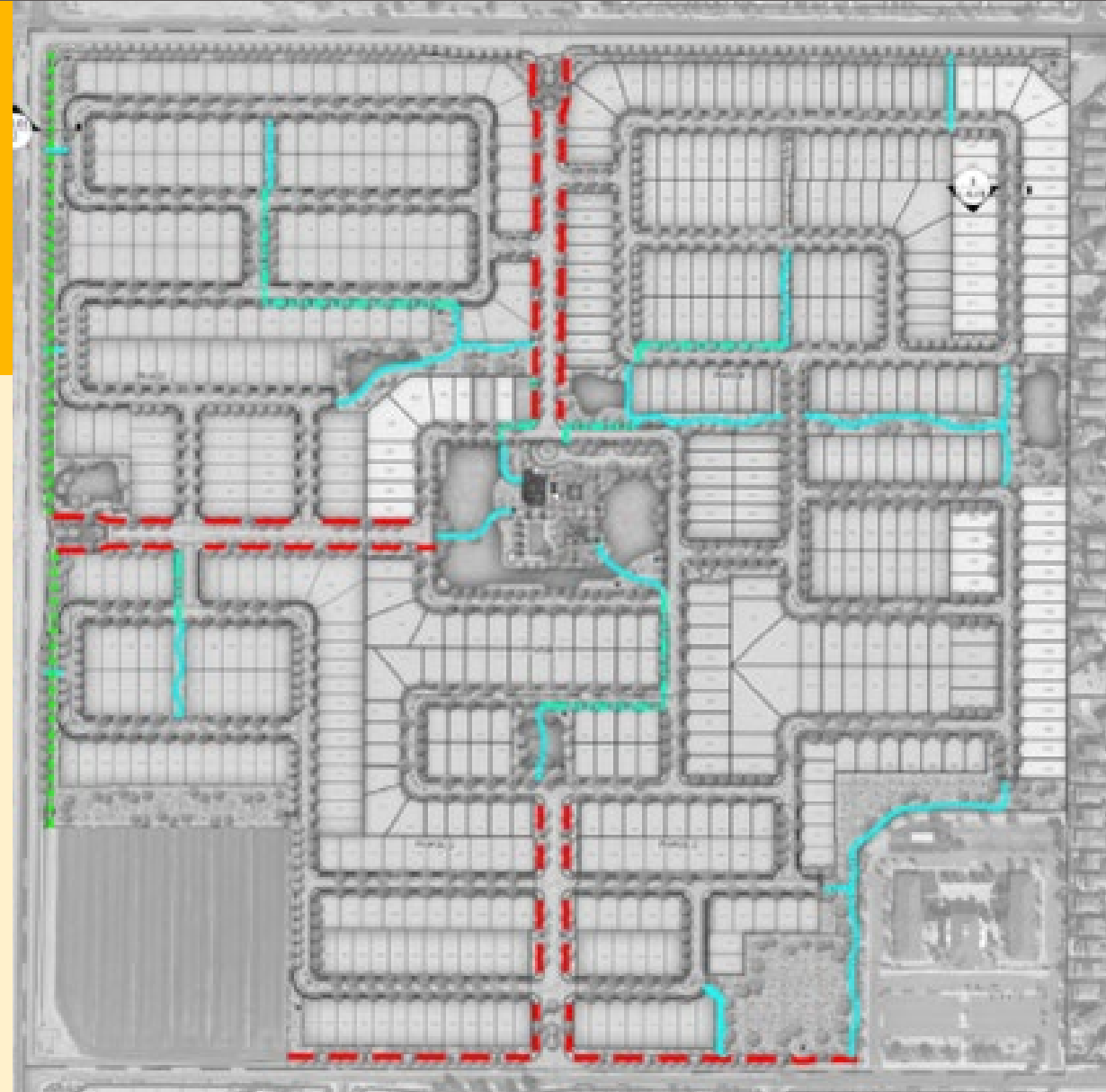
- Development Services Director
 - Approve
 - Approve with Conditions
 - Deny (may be appealed)
- Appeals to City Council
 - Approve
 - Approve with Conditions
 - Deny



*Image from City

Recommendation

- Approve City Code Amendments



ITEM #: 14.
DATE: 10/07/2024
AI #:2277



CITY COUNCIL ACTION REPORT

SUBJECT: DELEGATION OF AUTHORITY TO THE CITY MANAGER OR DESIGNEE TO AUTHORIZE TERMINATIONS OF EASEMENTS

STAFF PRESENTER(S): Christian M. Williams, AICP, Planning Manager

SUMMARY

Adoption of the proposed Resolution will authorize the delegation of authority to the City Manager or designee to terminate easements that are no longer needed pursuant to state law.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2433 AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE DOCUMENTS TERMINATING CERTAIN EASEMENTS PREVIOUSLY CONVEYED OR ACQUIRED BY THE CITY AND PROVIDING AN EFFECTIVE DATE. (Christian Williams, Planning Manager)

FISCAL IMPACT

The proposed changes are revenue-neutral. No additional costs or other financial obligations are incurred as a result of the delegation of authority.

BACKGROUND AND PREVIOUS ACTIONS

Pursuant to A.R.S. § 9-402, a city or town may convey to the appropriate property owner without receiving payment an easement that the city or town no longer needs. The city of Goodyear has adopted subdivision regulations which have been amended to allow the approval of preliminary plats to be approved administratively without council approval. A work session with the City Council was held on July 1, 2024 in which staff presented Council with information on process improvements proposed within the Development Services Department. One of the proposed improvements involved the administrative approval of final plats and Council directed staff to proceed with the process improvement. Staff is also seeking termination of easements to be delegated to the City Manager or designee after a written determination by the City Engineer or his/her designee that the easement is no longer needed,

and a written determination by city real estate staff that a clearance process has been completed to determine no public utility companies and/or any other entities that have licenses, franchise agreements, and/or any other agreements with the city have been allowed to construct improvements within the public utility easements and/or other city easements being terminated.

STAFF ANALYSIS

Staff is proposing the City Council authorize the delegation of authority to the City Manager or designee for the termination of easements that are no longer needed pursuant to state law.

Attachments

Resolution 2024-2433

RESOLUTION NO. 2024-2433

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE DOCUMENTS TERMINATING CERTAIN EASEMENTS PREVIOUSLY CONVEYED OR ACQUIRED BY THE CITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, one of City Council's focus areas is fiscal and resource management with the stated goal of ensuring that the city's business practices are efficient, business friendly, and ensure exceptional customer service to all stakeholders and citizens; and

WHEREAS, easements are conveyed or acquired by the city in support of development within the city, including, by way of example but not limitation, utility easements for city infrastructure, public utility easements for public utilities, drainage easements, and access easements; and

WHEREAS, changes in development plans often eliminate the need for all or portions of existing easements, and property owners' routinely ask the city to terminate all or portions of easements that are no longer needed; and

WHEREAS, pursuant to A.R.S. § 9-402, the city has the power to dispose of city-owned easements that are no longer needed; and

WHEREAS, City Council currently approves and authorizes the termination of all or portions of existing easements that the City Engineer or his/her designee have determined are no longer needed; and

WHEREAS, the city real estate staff have determined that no public utility companies have been allowed to construct improvements within the city right-of-way, the public utility easements and/or other city easements and/or that none of the entities that have licenses, franchise agreements, and/or any other agreement with the city that have a right to install improvements within the easements being terminated have improvements within the easement area being terminated (the "Clearance Process"); and

WHEREAS, all of the documents terminating all or portions of an existing easement that are presented to City Council are prepared by the city's real estate staff and reviewed by an attorney in the City Attorney's office or prepared by an attorney in City Attorney's office and are presented as consent agenda items as their acceptance is essentially proforma; and

WHEREAS, having the City Council approve terminations of all or portion of easements that that are no longer needed results in unnecessary delays in the development process; and

WHEREAS, pursuant to the Goodyear City Charter and Section 3-1-1 of the Goodyear City Code, City Council is authorized to grant powers and assign duties in addition to those powers and duties assigned to the Goodyear City Manager in the Goodyear City Charter, provided such additional powers and duties are not inconsistent with the Goodyear City Charter or other laws; and

WHEREAS, other than for the termination of easements conveyed for right-of-way, which is governed by A.R.S. § 28-7201 *et seq.*, which requires action by the City Council, City Council

has the power to grant the City Manager authority to terminate easements that are no longer needed; and

WHEREAS, authorizing the City Manager or their designee to terminate easements that do not legally require council approval when real estate staff have completed the Clearance Process and the City Engineer or his/her designee have determined the easements are no longer needed provides operational efficiencies resulting in better customer service to city stakeholders.

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

SECTION 1. Except for the termination of easements for public right-of-way, the City Manager or their designee is hereby authorized to approve the termination of easements and execute all documents needed to terminate easements granted to the City subject to the following:

1. A written determination by the City Engineer or his/her designee that the easement is no longer needed, which shall not be provided unless (i) any operational city improvements located within the easement area being terminated have been relocated or a determination has been made that the improvements are no longer required; and (ii) the improvements within the easement are to be removed or abandoned in place.
2. A written determination by city real estate staff that the Clearance Process, as described above, has been completed, or that the Clearance Process was not required because the terms of the easement and/or their licenses and franchises do not allow the construction of improvements within the easement being terminated.

SECTION 2. In the event an applicant wants the certainty that an easement will be terminated prior to the satisfaction of the requirements that must be satisfied before the City Manager is authorized to conditionally approve the termination of an easement subject to satisfaction of the foregoing conditions, but the actual documents terminating the easement shall not be executed and recorded until the foregoing conditions have been satisfied. The conditional approval provided for herein must be in writing, shall include the requirements that must be satisfied before the easement will be terminated, and shall include a time frame during which the conditional approval shall be effective. The property owner shall execute a copy of the written conditional approval.

SECTION 3. Resolution 2024-2433 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2024.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney