City Council Regular Meeting

Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, July 18, 2022
6:00 p.m.

Mayor
Joe Pizzillo

Vice Mayor
Brannon Hampton

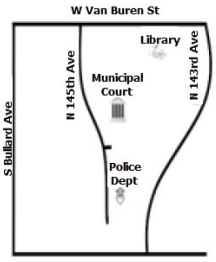
Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Laura Kaino

Councilmember
Patrick Bray



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

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

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

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

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



City Clerk's Office: 190 N. Litchfield Rd, Goodyear, AZ 85338 (623) 882-7830
www.goodyearaz.gov/cityclerk
City Council Meeting Live Broadcast: https://www.facebook.com/goodyearazgov/videos

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER BRAY

COMMUNICATIONS

1. **GOODYEAR RECREATION CENTER YEAR ONE**
   Staff will provide an overview of the first year of the Goodyear Recreation Center.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

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

3. **2023 TOUR DE CURE ARIZONA:56**
   Recommendation
   Approve support of the American Diabetes Association's Tour de Cure Arizona: 56 through the provision of public safety in-kind services. (Nathan Torres, Director of Parks and Recreation)

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

5. **FINAL PLAT FOR CHEDDAR'S SCRATCH KITCHEN**
   Recommendation
   Approve the Final Plat for Cheddar’s Scratch Kitchen. (Stephen Scinto, Deputy Director of Development Engineering)

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

Recommendation

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

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

Recommendation

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

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

Recommendation

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

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

Recommendation

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

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

Recommendation

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

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

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

Recommendation

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

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

Recommendation

Approve Amendment One to the Intergovernmental Agreement, IGA 20-0007781-I, A.G. Contract No. P0012020001486 with the Arizona Department of Transportation Project/Location Name: McDowell Rd – SR 303 to Dysart Rd. (Hugh Bigalk, P.E., City Traffic Engineer)

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

Recommendation

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

PUBLIC HEARING

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

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

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

Recommendation

Approve the request for a use permit for convenience use (Freddy's Frozen Custard and Steakburgers drive-through restaurant) on an approximately .86-acre parcel within the Canyon Trails Towne Center zoned PAD/Commercial, subject to stipulations. (Guadalupe Ortiz Cortez, Assistant Planner)

BUSINESS

15. **SOUTHWEST VALLEY CHAMBER OF COMMERCE**

Recommendation

Approve a one-year renewal of the membership agreement in the Southwest Valley Chamber of Commerce with an amendment to the scope and a corresponding cost increase. (Lori Gary Economic Development Director)

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

Recommendation

Approve the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water in the Water Reclamation Supply System by and between Arizona Public Service Company, the City of Goodyear and the City of Buckeye and authorize expenditure of funds up to $1.0 million. (Barbara Chappell, Deputy Public Works Director)

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

Recommendation

Authorize the expenditure of funds for the TMP in an amount not to exceed $530,000. (Christopher Bridges, Transportation Planning Manager).

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

Recommendation

ADOPT RESOLUTION NO. 2022-2260 APPROVING AND ADOPTING A DOCUMENT ENTITLED THE GOODYEAR MUNICIPAL USER FEE SCHEDULE REPLACING AND SUPERSEDING THE MUNICIPAL USER FEE SCHEDULE ADOPTED BY RESOLUTION NO. 2021-2167 AS AMENDED; PROVIDING FOR AN EFFECTIVE DATE.(Doug Sandstrom, Finance Director)

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

Recommendation

Approve an Intergovernmental Agreement with the State of Arizona establishing maintenance responsibilities for landscaping and roadways near Interstate 10 and State Route 303 and associated Budget Amendments. (Hugh Bigalk, P.E., City Traffic Engineer)

INFORMATION ITEMS

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

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

EXECUTIVE SESSION

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

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

ADJOURNMENT OF EXECUTIVE SESSION

RECONVENING OF REGULAR MEETING

WORK SESSION

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

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

Summary

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

FUTURE MEETINGS

August 15, 2022	Special Meeting	5:00 p.m.
August 29, 2022	Regular Meeting	6:00 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 July 13, 2022 at 5:22 p.m. by V.M.

ITEM #: 1.
DATE: 07/18/2022
AI #:996

CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Mike Beadle, Recreation Superintendent

SUBJECT:

GOODYEAR RECREATION CENTER YEAR ONE

Staff will provide an overview of the first year of the Goodyear Recreation Center.

Attachments

Presentation


CITY OF
Goodyear

A Year In Review

Like No Other For the community, by the community

The jewel of the city The ultimate gathering place

All ages and abilities Something for everyone









GRC 2021

One year of **family**

One year of **friends**

One year of **trying new things**

One year of **fun**

One year of **wellness**

One year of **fitness**

One year of **playing**

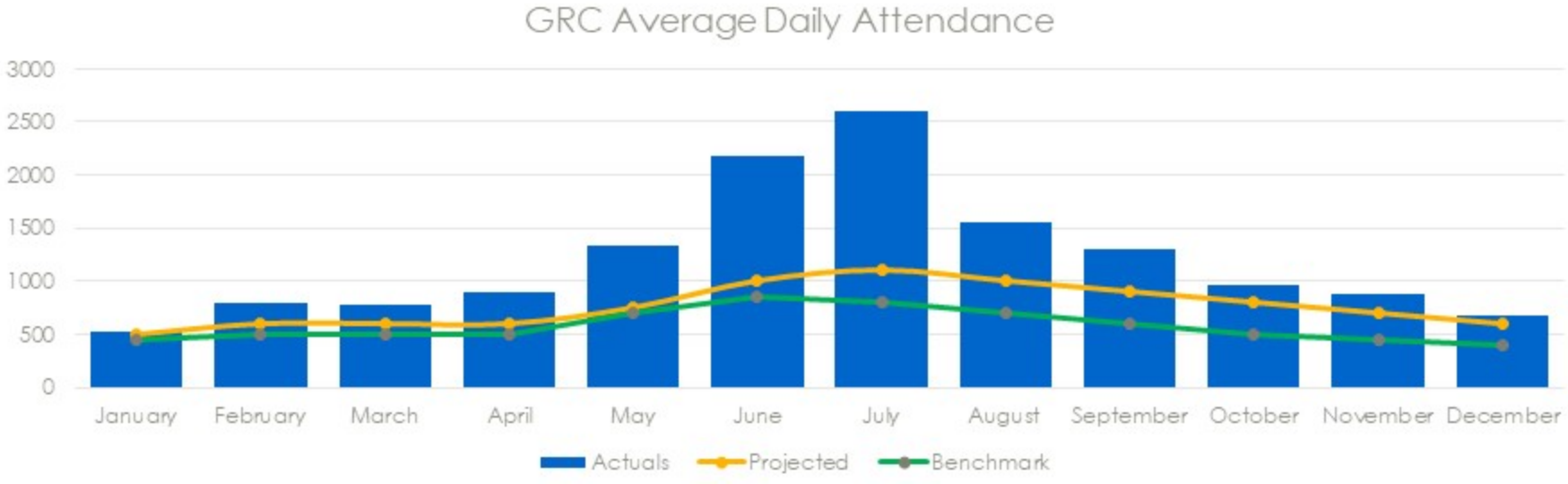
One year of **community**

CITY OF Goodyear





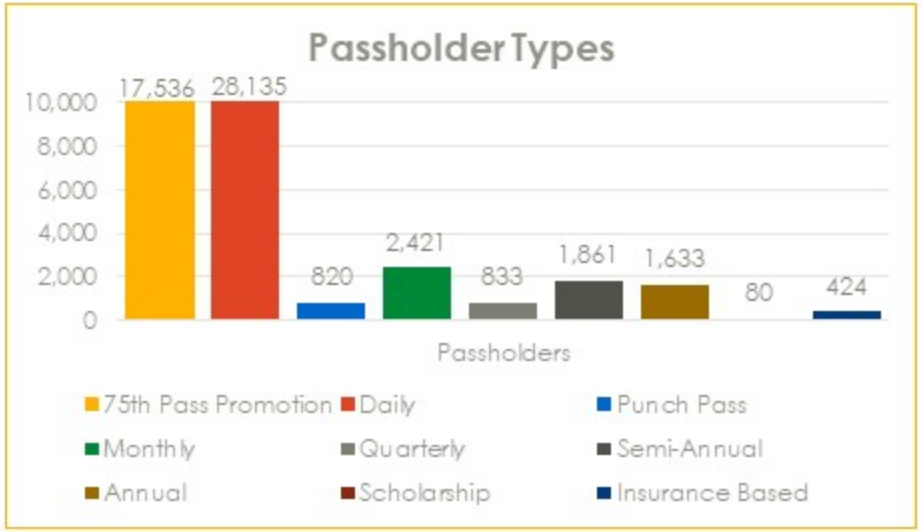
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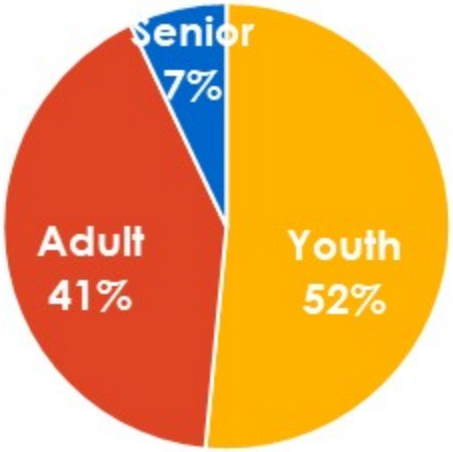


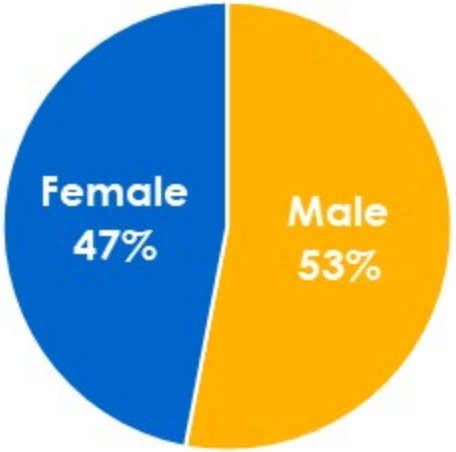





Passholder Demographics





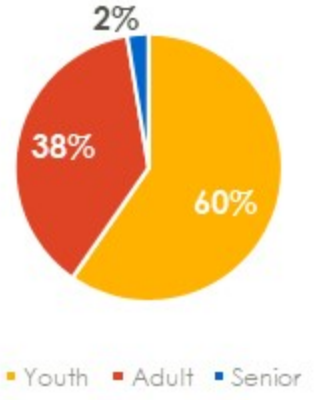




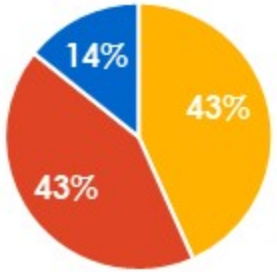



Passholder Demographics

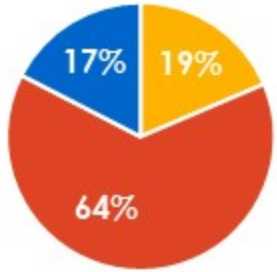
Daily Drop-in Passes



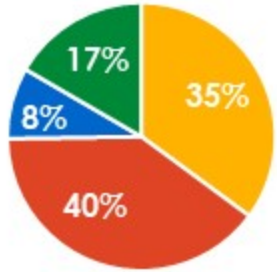
Monthly Passes



Semi-Annual Passes



Annual Passes



New & Expanded Programs

- Group Fitness
- Special Interest Classes
- Swim Lessons
- Open Swim
- Something For everyone







City of Goodyear


GOODYEAR RECREATION CENTER


Metrics are important but…
What's the impact?
City of Goodyear













ITEM #: 2.
DATE: 07/18/2022
AI #:748

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

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

Attachments

July 11, 2022 Regular Meeting Draft Minutes

City Council Regular Meeting
Municipal Court and Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395

Monday, July 11, 2022	6:00 p.m.	Meeting Minutes

CALL TO ORDER

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

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO

APPOINTMENTS

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

City Clerk Darcie McCracken administered the oath of office to the board and commission members in attendance appointed to the Judicial Advisory Committee, General Plan Committee and the Youth Commission.

MOTION BY Councilmember Laura Kaino, **SECONDED BY Councilmember Sheri Lauritano to APPROVE the appointments to Boards, Commissions and Committees. The motion carried by the following vote:**

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

Passed - Unanimously

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Allison Bones, Goodyear resident, addressed the Council regarding Rare Disease Awareness Month in August and the non-profit organization Team for Travis.

CONSENT

MOTION BY Vice Mayor Brannon Hampton, **SECONDED BY Councilmember Patrick Bray to APPROVE Consent Agenda Items 2 through 15. The motion carried by the following vote:**

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

Passed - Unanimously

2. APPROVAL OF MINUTES

Recommendation
Approve the draft minutes from the Special and Regular Meetings held on June 27, 2022. (Darcie McCracken, City Clerk)

3. AMEND THE GENERAL PLAN COMMITTEE BY-LAWS

Recommendation
Amend the 2022 General Plan Committee By-Laws and update the terms of the members appointed to the General Plan Committee to end upon referral of the General Plan to the voters. (Darcie McCracken, City Clerk)

4. PERMANENT EXTENSION OF PREMISES FOR THE CANTINA AT PRESIDIO

Recommendation
Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of a permanent extension of premises/patio permit request for liquor license #012070012124, submitted by Deborah Huyer, licensee for Cantina at Presidio, located at 18209 W. Calistoga Dr., Goodyear, Arizona, 85338. (Generally located north of the northeast corner of Calistoga Drive and West Galveston Street in Estrella). (Darcie McCracken, City Clerk)

5. RECOMMEND APPROVAL OF A NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR BJ'S RESTAURANT & BREWHOUSE

Recommendation
Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 197154, a request by April Risa Hirschi, agent for BJ'S Restaurant & Brewhouse, for a New Series 12 liquor license. BJ'S Restaurant & Brewhouse is located at 14950 W. McDowell Rd., Goodyear, Arizona 85395, generally located on the Northeast corner of 150th Drive and McDowell Road. (Darcie McCracken, City Clerk)

6. **RECOMMEND APPROVAL OF A NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR EL TATAKI SUSHI FUSION EXPRESS**

Recommendation
Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 198840, a request by Manuel De Jesus Herrera Jr., agent/applicant for El Tataki Sushi Fusion Express, for a new Series 12 liquor license. El Tataki Sushi Fusion Express is located at 790 N. Estrella Parkway #D & #E., Goodyear, AZ 85338 generally located on the southwest corner of Estrella Parkway and Roosevelt. (Darcie McCracken, City Clerk)

7. **APPROVE BUDGET TRANSFERS**

Recommendation
Approve budget transfers. (Doug Sandstrom, Finance Director)

8. **CREATE CIP PROJECT 60108 FOR FIRE STATION 183 DIESEL TANK REPLACEMENT AND AUTHORIZE RELATED BUDGET AMENDMENTS**

Recommendation
Approve the creation of CIP project 60108 for Fire Station 183 Diesel Tank Replacement and authorize related budget amendments. (Javier Setovich, Public Works Director)

9. **UPDATE TO THE CITY OF GOODYEAR TITLE VI IMPLEMENTATION PLAN**

Recommendation
ADOPT RESOLUTION NO. 2022-2254 APPROVING AND ADOPTING THE CITY OF GOODYEAR TITLE VI IMPLEMENTATION PLAN DATED FEBRUARY 2022. (Christine McMurdy, Project Management Coordinator)

10. **APPROVE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR GOODYEAR POLICE DEPARTMENT STATE FARM STADIUM OFF DUTY SERVICES**

Recommendation
Approve and authorize the City Manager or designee to execute the Intergovernmental Agreement (IGA) between the Arizona Department of Public Safety (DPS) and the city of Goodyear for Goodyear police officers to work off-duty at events occurring at State Farm Stadium. (Santiago Rodriguez, Chief of Police)

11. **CREATE CIP PROJECT 60086 FOR THE MUNICIPAL OPERATIONS CENTER DRIVEWAY AND AUTHORIZE RELATED FY2023 BUDGET AMENDMENTS**

Recommendation
Approve the creation of CIP project 60086 to complete an access driveway to the surface water treatment facility and the west side of the Municipal Operations Center, and authorize related budget amendments. (Barbara Chappell, Deputy Public Works Director)

12. **ACCEPTANCE OF A SPECIAL WARRANTY DEED RELATED TO THE SENDERO LIFT STATION SITE**

Recommendation
Accept the Special Warranty Deed for the Sendero Lift Station from Estrella North LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

13. **MAP OF DEDICATION FOR W. ARDMORE ROAD**

Recommendation
Approve the Map of Dedication for W Ardmore Road, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

14. **MAP OF DEDICATION FOR SOUTH SENDERO DRIVE PHASE 3**

Recommendation
Approve the Map of Dedication for South Sendero Drive - Phase 3, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

15. **FINAL PLATS OF ESTRELLA PARCELS 11.E, 11.F1, 11.I1, AND 11.I2**

Recommendation
Approve the Final Plat for Estrella Parcel 11.E, the Final Plat for Estrella Parcel 11.F1, the Final Plat for Estrella Parcel 11.I1 and the Final Plat for 11.I2 (collectively the "Community 11 Final Plats") subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

BUSINESS

16. **APPROVE AMENDMENT 11 TO THE IGA BETWEEN THE CITY OF GOODYEAR AND THE REGIONAL PUBLIC TRANSIT AUTHORITY FOR THE CONTINUED PROVISION OF TRANSIT SERVICES**

Project Management Coordinator Christine McMurdy presented a request to approve the renewal of the Intergovernmental Agreement (IGA) with Valley Metro for continued transit services for the City of Goodyear. Ms. McMurdy reviewed the ridership changes that occurred during the pandemic. She also discussed the service change in the Zoom route adding that it would no longer serve north Goodyear.

A discussion ensued related to Dial-a-Ride and the RideChoice program.

Ms. McMurdy went on to provide a Microtransit Pilot update and requested feedback on a common service name for the City of Goodyear and the City of Avondale with interchangeable branding between zones. A discussion ensued related to the flexibility of the service and branding. The Council was in favor of the flexibility between the zones in each city.

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Laura Kaino to AUTHORIZE the City Manager to approve Transit Services Amendment 11 between the City of Goodyear and the Regional Public Transit Authority for the continued provision of transit services in Goodyear and related FY2023 budget transfer. The motion carried by the following vote:**

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

Passed - Unanimously

17. **GOODYEAR COVID RESPONSE SMALL BUSINESS ASSISTANCE PROGRAMS DISCUSSION**

Economic Development Project Manager Darah Mann presented a request to approve changes to the Small Business Relief Grant program and the Small Business Technical Assistance program. Ms. Mann reviewed the various marketing channels used to promote both programs.

Ms. Mann discussed the details of each grant program and noted that for the Goodyear Relief Grant Program, 10 applications were approved for a total of $200,000. She reviewed the proposed changes that would provide one more opportunity for Goodyear businesses to apply for the small business relief grant.

Ms. Mann went on to discuss the Goodyear Technical Assistance Program noting that of the 53 applications that were received four applications were approved for a total of $16,000.

Council inquired about the relief grant and asked if 7 weeks was enough time for applicants to apply. Ms. Mann relayed that she believed so as the application process had been streamlined and simplified.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Councilmember Sheri Lauritano to APPROVE changes as recommended for the Small Business Relief Grant program and the Small Business Technical Assistance program and approve necessary budget transfers related to the Goodyear COVID Response funds. The motion carried by the following vote:**

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

Passed - Unanimously

INFORMATION ITEMS

Council requested a simplified chart depicting the different transit services available in Goodyear.

City Manager Julie Karins provided details about the move to the new City Hall and relayed that services would be available at the new location on July 18, 2022.

FUTURE MEETINGS

July 18, 2022	Regular Meeting	6:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 7:06 p.m.

_____ _____

Darcie McCracken, City Clerk Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on July 11, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2022. SEAL:

_____

Darcie McCracken, City Clerk

ITEM #: 3.
DATE: 07/18/2022
AI #:1011

CITY COUNCIL ACTION REPORT

SUBJECT: 2023 TOUR DE CURE ARIZONA:56

STAFF PRESENTER(S): Nathan Torres, Director of Parks and Recreation

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SUMMARY

The inaugural Tour de Cure Arizona: 56 was held on March 6th, 2022. Hundreds of cyclists and volunteers joined together in support of the mission of the American Diabetes Association to prevent and cure diabetes and to improve the lives of all people living with diabetes by raising more than $550,000. The Tour de Cure: Arizona 56 is the premiere cycling and fundraising event that raises critical funds, which allows the American Diabetes Association to make major strides in the fight against diabetes through life changing programs and education, research, and advocacy.

For 2023, the 56-mile ride will be modified and will remain primarily in Goodyear, and, although the exact route has yet to be determined, the change will better ensure the safety of riders and avoiding roads with lane restrictions/closures due to construction. While the route will change, it will still deliver distinct views and attractions throughout the trek. In addition to the 56-mile ride, the community and family fun ride options will return, which include a 23-mile ride and 5.6-mile ride, respectively.

A specific date for the 2023 ride has not yet been selected as the goal is to pair the event up with a Cleveland Guardians spring training game. The American Diabetes Association is again seeking the city donation of public safety in-kind services associated with the planning and execution of the ride.

Recommendation

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

FISCAL IMPACT

The cost for Goodyear Police and Fire services for the inaugural Tour de Cure Arizona: 56 was $18,500. It is anticipated that the same number of personnel will be needed to staff the 2023 ride. Based on the proposed staffing levels and increases in hourly rates for sworn personnel, the estimated cost for 2023 is $20,000. These costs will be absorbed within the currently authorized budgets of the Police and Fire Departments.

Ballpark staff continually seek opportunities to partner with other events, to draw visitors to spring training to increase ticket sales and attendance. The Tour de Cure creates a unique

opportunity to utilize the reach of the American Diabetes Association to market both spring training and visitgoodyear.com. The American Diabetes Association has a national email database reaching more than 2.7 million. In addition, 40,000 consultants receive emails and text message specific to the Tour de Cure event.

BACKGROUND AND PREVIOUS ACTIONS

City Council approved support of the Inaugural American Diabetes Association Tour de Cure: 56 through the provision of public safety in-kind services on October 4, 2021. The 2022 Inaugural Tour de Cure Arizona: 56 attracted 541 riders and raised more than $550,000

STAFF ANALYSIS

The inaugural event was met with some challenges with COVID-19 and the delay of spring training. Despite these challenges, the event was successful and provided a foundation to grow the ride. The 2022 Tour de Cure: Arizona 56 kicked off a brand-new iteration of the traditional Tour de Cure Cycling Event. Incorporating Goodyear Ballpark, Phoenix Raceway and the Estrella and White Tanks mountains gave riders a unique experience never before seen at a Tour de Cure event.

The American Diabetes Association is working closely with the neighboring cities and agencies involved with the ride and has sent a formal letter requesting in-kind support. Goodyear's Public Safety will experience the largest impact, with the ride being primarily in Goodyear. The following public safety resource needs are anticipated:

Goodyear Police Department

- Command team that will monitor race activities, have direct contact with our Police Department partners, be the overall emergency incident commander and be the central area for emergency resources
- Officers staffed at intersections along each ride route in Goodyear, with two to three officers at major intersections
- Officers staffed for traffic control at Goodyear Ballpark

Goodyear Fire

- EMS team at Goodyear Ballpark (first aid station)
- Coordinate first aid and medical support throughout the ride route

In addition to the resources listed above, Goodyear will develop the Incident Action Plan for the Tour de Cure, which is customary for all large events.

Attachments

Request Letter

Staff Presentation

Julie Karins

190 N. Litchfield RD

Goodyear, AZ 85338

Dear Julie,

The American Diabetes Association (ADA) is respectfully requesting your city's support for the **second annual Tour de Cure: Arizona 56** community charity cycling event to be held the month of March 2023 (Date TBD). Once again the 56-mile route will showcase areas of the southwest valley to hundreds, and potentially thousands, of riders from Arizona and throughout the country. We will also have 2 shorter routes (5.6 miles & 23 miles). Our request is for in-kind contributions of public safety support for the portion of the ride that is within your jurisdiction. Attached is the proposed route map and how it will traverse through your city.

For more than 30 years, the Tour de Cure is the signature fundraising event of the American Diabetes Association. It is a ride, not a race, and is our nation's largest diabetes cycling event with over 50,000 participants in nearly 80 cities across the country. It enables the ADA to continue the mission to prevent and cure diabetes and to improve the lives of all people affected by diabetes.

Tour de Cure: Arizona 56 will be our only event in Arizona in 2023. It is being supported by Major League Baseball, Luke AFB, Phoenix Raceway, The West Valley Mavericks and Fighter Country Partnership. In honor of Luke AFB' 56 Fighter Wing, we have created this new 56-mile route. Each rider will travel through and experience firsthand the cities of Goodyear, Avondale, and Phoenix, to include Maricopa County jurisdictions. Riders begin at the Goodyear Ballpark where MLB Spring Training will be in full swing, then to Phoenix Raceway where riders will take a lap around the iconic NASCAR track. Next it will head to the Estrella Mountains before finishing back at the ballpark. This is just a sample of what is planned for a truly one-of-a-kind Tour de Cure experience.

Our long-time event production company is working on logistics. We plan to meet individually with each city and the county to properly develop traffic and safety plans.

Your partnership and willingness to donate public safety in-kind service will help make this possible, as well as keeping it safe and running smoothly. On behalf of the ADA, I thank you in advance for your consideration and hope to have your support. If you have any questions regarding this ride or the ADA, please reach out to me anytime at 602-413-3427 or email at adunn@diabetes.org.

My best,



Aaron Dunn
Executive Director, Arizona & New Mexico
American Diabetes Association

Attachment: 2022 Impact Report and First Draft of Route


American Diabetes Association®
Connected for Life
TOUR de CURE
American Diabetes Association
DISCOUNT TIRE
AMERICA'S TIRE
TIRE RACK
PENSKE ARIZONA
Humana
Goodmans
prevail.io
propel
Walmart
National Sponsor and Local In-kind Sponsor

Tour de Cure

INAUGURAL TOUR DE CURE

- 541 Participants
- $550,000 Raised
- 40 Champions
- 75 Teams
- 38 Sponsors
- 165 Volunteers



Tour de Cure

GOODYEAR PARTNERSHIP

I thought the event yesterday was amazing. I was impressed with the level of thought and detail that went into organizing every aspect.



TOUR® de CURE® American Diabetes Association®

I appreciated the focus on safety first and the presence of marshals and police to help us through intersections. The route was better than ever with good bike lanes almost everywhere and low traffic levels (much better than our route in 2019). Views were spectacular. As always, the rest stops were well-staffed and well-stocked. I loved riding around the raceway! That was genius.

Tour de Cure

2023 RIDE ROUTE

- 56 mile, 28 mile, 5.6 mile routes
- Start/Finish at Goodyear Ballpark
- Phoenix Raceway
- Changes



Tour de Cure

STAFF ANALYSIS

- Benefits to city
- Resources needed
- Recommendation



Tour de Cure

RECOMMENDATION

Approve support of the American Diabetes Association's Tour de Cure Arizona: 56 through the provision of public safety in-kind services.

Tour de Cure

Questions?

ITEM #: 4.
DATE: 07/18/2022
AI #:1007

CITY COUNCIL ACTION REPORT

SUBJECT: COVID-19 LEAVE FOR COVID POSITIVE CASES (EXTENSION)

STAFF PRESENTER(S): Lyman Locket, Human Resources Director

SUMMARY

In January of 2022, Council approved a 7-month extension of paid leave for employees testing positive for COVID-19 or for those who are experiencing symptoms from receiving a COVID vaccination/booster. The approval of this extension included a stipulation to review the status and necessity of continuing the leave no later than August 2022.

Due to the ongoing impact of COVID-19, we are requesting Council approval for another extension of paid leave for employees testing positive for COVID-19 or for those who are experiencing symptoms from receiving a COVID vaccination/booster. We request that the extension be granted for 6 months with a review no later than January 2023.

Employees who are ill will be required to provide proof of a laboratory confirmed or a clinically diagnosed COVID-19 positive test or proof of a recent vaccination to access the leave. Based on our experience, we estimate that on average approximately 8 to 12 employees per month will access the leave.

Recommendation

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

FISCAL IMPACT

It is estimated that 8-12 employees per month will avail themselves of this leave. The majority of this leave will have no budgetary impact as employees will continue to get paid their budgeted salary while on COVID leave. In the event that backfills are necessary to ensure adequate staffing it is anticipated that the cost of these backfills will be absorbed within the departments currently allocated budget.

BACKGROUND AND PREVIOUS ACTIONS

The availability of paid leave is a key component of managing and encouraging employees to stay home if they do not feel well. During the period of April 1, 2020 – December 31, 2020 the Family First Coronavirus Response Act (FFCRA) required us to pay leave related to the pandemic. Once the mandated program ended, we presented and received Council approval to extend the benefit through May 31, 2021. In September 2021, Council approved to reinstate paid leave for employees testing positive for COVID-19 and/or who are experiencing symptoms from receiving a COVID vaccination/booster, retroactive to June 1, 2021 with a stipulation to review this leave in 90-days (January 2022).

In September 2021, Council approved to reinstate paid leave for employees testing positive for COVID-19 and/or who are experiencing symptoms from receiving a COVID vaccination/booster, retroactive to June 1, 2021 with a stipulation to review this leave in 90-days (January 2022).

Due to the impact of the Omicron variant, Council approved the extension of the paid leave an additional 7 months, with a review no later than August 2022.

STAFF ANALYSIS

COVID-19 Leave utilization during this extension (June 2021 to June 2022) is as follows:

Month	# Employees Accessing Leave	Year 2021 Hours	Year 2022 Hours	Grand Total Hours
Jan	28		1,363.5	1,363.5
Feb	27		1,348.5	1,348.5
Mar	10		649.0	649.0
Apr	8		380.0	380.0
May	5		272.0	272.0
Jun	8		404.5	404.5
Sept	1	64.0		64.0
Oct	10	524.0		524.0
Nov	14	1,325.4		1,325.4
Dec	29	1,834.5		1,834.5
Grand Total	**140**	**3,747.9**	**4,417.5**	**8,165.4**

We estimate that on average approximately 8 to 12 employees per month will continue to access the leave.

ITEM #: 5.
DATE: 07/18/2022
AI #:981

CITY COUNCIL ACTION REPORT

SUBJECT: **FINAL PLAT FOR CHEDDAR'S SCRATCH KITCHEN**

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

---

OTHER PRESENTER(S):

Rod Hanson, Olsson

SUMMARY

A replat of Lot 1 Estrella Falls Regional Shopping Center and a replat of Lot 11 of Replat of Lot 9. The replat will subdivide and reconfigure the 2 existing lots totaling 5.078 acres into 3 lots. Cheddar's Scratch Kitchen is located at the northeast corner of North 150th Drive and West McDowell Road within the Goodyear Planned Regional Center Planned Area Development.

Recommendation

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

STIPULATIONS

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

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The subject property is a part of the Goodyear Planned Regional Center Planned Area Development (PAD). The PAD was approved on February 14, 2000, with City Council adoption of Ordinance No. 2000-0679.
The Final Plat for Estrella Falls Regional Shopping Center was approved by the City Council on September 24, 2007. (Recorded Book 996 Page 38), which created nine (9) lots (1-9).
The Final Plat – A Replat of Lot 9 of Estrella Falls Regional Shopping Center were approved by the City Council on August 22, 2016 (Recorded Book 1271 Page 7), which split Lot 9 into three (3) lots (9, 10, and 11) and on tract (Tract A).

STAFF ANALYSIS

This replat will subdivide and reconfigure Lot 1 created by the Estrella Falls Regional Shopping Center and Lot 11 created by the Replat of Lot 9 of the Final Plat of Estrella Falls Regional Shopping Center. Lot 1 and Lot 11 have a combined acreage of 5.078. This replat will create three lots from these existing two lots.

The replat, subject to the stipulations herein, conforms to the lot yield, street configuration and utilities as established with the approved final plat, attached hereto, and is consistent with the technical requirements of the city's subdivision regulations and engineering standards. The Final Plat is in substantial conformance with the Preliminary Plat.

Attachments

Aerial Map

Final Plat for Estrella Falls Regional Shopping Center

Replat of Lot 9 of Estrella Falls Regional Shopping Center

Final Plat for Cheddar's Scratch Kitchen

City of Goodyear



0 0.04 0.07 0.14 0.21 0.28 mi

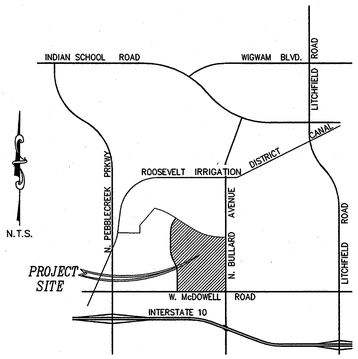
Author:

Date Saved: 6/16/2022

Data Source: City of Goodyear

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

FINAL PLAT
FOR
ESTRELLA FALLS
REGIONAL SHOPPING CENTER
A PORTION OF THE EAST HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
NTS

DEDICATION

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WESTCOR GOODYEAR RSC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND GLOBE LAND INVESTORS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, HAVE SUBDIVIDED UNDER THE NAME OF "ESTRELLA FALLS REGIONAL SHOPPING CENTER", A PORTION OF THE EAST HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HEREBY PUBLISHES THIS FINAL PLAT AND DEDICATES SAID FINAL PLAT TO THE CITY OF GOODYEAR FOR THE PURPOSES OF LOTS AND EASEMENTS AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND EASEMENTS DESCRIBED AND DEDICATED HEREON.

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

IN WITNESS WHEREOF:
WESTCOR GOODYEAR RSC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME ATTESTED TO

BY Robert B. Williams THE SVP Development Leasing THEREUNTO DULY

AUTHORIZED THIS 16 DAY OF June, 2008.

WESTCOR GOODYEAR RSC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER,

BY: THE WESTCOR COMPANY II LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, IT'S MANAGING MEMBER

BY: MACERICH TWC II CORP., A DELAWARE CORPORATION, ITS GENERAL PARTNER

BY: _____

NAME: Robert B. Williams

ITS: SVP Development Leasing

ACKNOWLEDGEMENT

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

ON THIS THE 16 DAY OF June, 2008, BEFORE ME, THE UNDERSIGNED OFFICER, Robert B. Williams PERSONALLY APPEARED, AND ACKNOWLEDGED THAT HE AS SVP Development Leasing; BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. I HEREUNTO SET MY HAND AND OFFICIAL SEAL, IN WITNESS WHEREOF: BY: Ilene McKenna DATE: 6/16/08
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/13/08

OFFICIAL SEAL
ILENE MCKENNA
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. expires Dec. 13, 2008

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

IN WITNESS WHEREOF:
GLOBE LAND INVESTORS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME ATTESTED TO

BY George Getz THE Managing Member THEREUNTO DULY

AUTHORIZED THIS 16th DAY OF June, 2008.

GLOBE LAND INVESTORS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER,

BY: _____

ITS: Managing Member

ACKNOWLEDGEMENT

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

ON THIS THE 17th DAY OF June, 2008, BEFORE ME, THE UNDERSIGNED OFFICER, George F. Getz PERSONALLY APPEARED, AND ACKNOWLEDGED THAT HE AS Managing member CO CEO, President; BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. I HEREUNTO SET MY HAND AND OFFICIAL SEAL, IN WITNESS WHEREOF: BY: Kathleen M. Walp DATE: 6-17-08
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-31-2010

KATHLEEN M. WALP
Notary Public - Arizona
Maricopa County
Expires 08/31/10

LOT AREA TABLE

LOT NO	AREA
1	124,885 SQ. FT. / 2.87 AC
2	64,494 SQ. FT. / 1.48 AC
3	67,415 SQ. FT. / 1.55 AC
4	261,340 SQ. FT. / 6.00 AC
5	204,132 SQ. FT. / 4.69 AC
6	243,682 SQ. FT. / 5.59 AC
7	748,615 SQ. FT. / 17.19 AC
8	77,358 SQ. FT. / 1.78 AC
9	4,651,864 SQ. FT. / 106.79 AC
TOTAL	6,443,785 SQ. FT. / 147.93 AC

NOTES

1. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.

2. STRUCTURES AND LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 6 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.

3. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.

4. 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.

5. RECIPROCAL OR CROSS ACCESS AND UTILITY EASEMENTS SHALL BE GRANTED PER SEPARATE INSTRUMENT.

BOOK 996 PAGE 38
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2008 – 0625124
07/17/2008 12:03 PM
ESTRELLA

SHEET INDEX

1 COVER SHEET
2 LEGAL / INDEX SHEET
3–4 PLAN SHEETS

BASIS OF BEARINGS

NORTH 87°28'03" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEVELOPER/OWNER

WESTCOR / GOODYEAR, L.L.C.
11411 N. TATUM BOULEVARD
PHOENIX, AZ 85028–2399
PH: 602.953.6200
FAX: 602.953.1964

WESTCOR GOODYEAR RSC, L.L.C.
11411 N. TATUM BOULEVARD
PHOENIX, AZ 85028–2399
PH: 602.953.6200
FAX: 602.953.1964

GLOBE LAND INVESTORS, L.L.C.
6730 N. SCOTTSDALE ROAD, SUITE 250
SCOTTSDALE, AZ 85253
PH: 480.991.0500
FAX: 480.991.1912

CERTIFICATE OF ASSURED WATER SUPPLY

THIS DEVELOPMENT IS LOCATED WITHIN THE SERVICE AREA OF LITCHFIELD PARK SERVICES COMPANY AND HAS BEEN GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES.

_____ June 12, 2008
LITCHFIELD PARK SERVICE COMPANY DATE

CITY OF GOODYEAR APPROVALS

IT IS HERE BY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, ON THE 24 DAY OF Sept, 2008.

BY: _____
MAYOR

ATTEST: _____ 6.30.08
CITY CLERK

IT IS HERE BY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE CITY ENGINEER OF GOODYEAR, ARIZONA, ON THE 17TH DAY OF June, 2008.

BY: _____
CITY ENGINEER

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP CONSISTING OF FOUR (4) SHEETS CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY SUPERVISION DURING THE MONTH OF MAY, 2008; THAT ALL MONUMENTS HAVE BEEN LOCATED AS DESCRIBED; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ 06-06-2008
VINCENT F. NECHERO, #36171 DATE

UNOFFICIAL DOCUMENT

ESTRELLA FALLS
REGIONAL SHOPPING CENTER
GOODYEAR, ARIZONA

Carter Burgess
101 N. FIRST AVE., SUITE 3100, PHOENIX, AZ 85003 TEL: (602) 253-1200 FAX: (602) 253-1202

FINAL PLAT
COVER SHEET

Revisions

Designed by: MVO
Drawn by: GGR
Checked by: VFN
Date: 06.05.2008

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36171
VINCENT F. NECHERO
Date Signed 06-06-08
ARIZONA, U.S.A.

EXPIRES 06-30-2010

SHEET
1 OF 4

LEGAL DESCRIPTION

A PORTION OF THE EAST HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 32;

THENCE SOUTH 00°13'29" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 96.32 FEET, FROM WHICH THE SOUTHEAST CORNER OF SECTION 32 BEARS SOUTH 00°13'29" WEST, A DISTANCE OF 2542.85 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89°46'31" WEST, A DISTANCE OF 67.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°13'29" WEST, A DISTANCE OF 333.88 FEET;

THENCE SOUTH 04°50'46"" WEST, A DISTANCE OF 37.23 FEET;

THENCE SOUTH 00°13'29" WEST, A DISTANCE OF 469.38 FEET;

THENCE SOUTH 04°59'21" WEST, A DISTANCE OF 96.32 FEET;

THENCE SOUTH 00°13'29" WEST, A DISTANCE OF 159.73 FEET;

THENCE SOUTH 45°13'25" WEST, A DISTANCE OF 62.16 FEET;

THENCE SOUTH 08°15'22" EAST, A DISTANCE OF 93.43 FEET;

THENCE SOUTH 44°06'22" EAST, A DISTANCE OF 43.17 FEET;

THENCE SOUTH 00°13'29" WEST, A DISTANCE OF 1173.67 FEET;

THENCE SOUTH 45°32'00" WEST, A DISTANCE OF 48.70 FEET;

THENCE NORTH 89°28'03" WEST, A DISTANCE OF 2044.57 FEET;

THENCE NORTH 44°28'17" WEST, A DISTANCE OF 58.99 FEET;

THENCE NORTH 00°32'00" EAST, A DISTANCE OF 653.09 FEET;

THENCE NORTH 44°28'00" WEST, A DISTANCE OF 14.14 FEET;

THENCE NORTH 00°32'00" EAST, A DISTANCE OF 53.85 FEET TO THE BEGINNING OF A 1240.00 FOOT RADIUS TANGENT CURVE, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°55'27", A DISTANCE OF 193.14 FEET;

THENCE NORTH 01°42'32" EAST, A DISTANCE OF 51.22 FEET TO THE BEGINNING OF A 1250.00 FOOT NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 79°17'50" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°55'41"; A DISTANCE OF 172.96 FEET;

THENCE NORTH 24°06'29" EAST, A DISTANCE OF 62.99 FEET;

THENCE NORTH 31°49'33" WEST, A DISTANCE OF 89.37 FEET;

THENCE NORTH 68°55'34" WEST, A DISTANCE OF 57.19 FEET;

THENCE NORTH 26°07'09" WEST, A DISTANCE OF 226.74 FEET TO THE BEGINNING OF A 998.00 FOOT RADIUS TANGENT CURVE, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°39'11", A DISTANCE OF 464.25 FEET;

THENCE NORTH 00°32'02" EAST, A DISTANCE OF 100.63 FEET;

THENCE NORTH 45°31'44" EAST, A DISTANCE OF 57.99 FEET;

THENCE NORTH 00°32'02" EAST, A DISTANCE OF 98.62 FEET;

THENCE NORTH 44°28'16" WEST, A DISTANCE OF 57.98 FEET;

THENCE NORTH 00°32'02" EAST, A DISTANCE OF 334.89 FEET;

THENCE NORTH 14°49'52" EAST, A DISTANCE OF 40.49 FEET;

THENCE NORTH 00°32'02" EAST, A DISTANCE OF 102.53 FEET TO THE BEGINNING OF A 988.00 FOOT RADIUS TANGENT CURVE, CONCAVE EASTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°49'40", A DISTANCE OF 134.98 FEET;

THENCE NORTH 37°49'45" WEST, A DISTANCE OF 13.79 FEET TO THE BEGINNING OF A 998.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 81°05'25" EAST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°38'44", A DISTANCE OF 289.94 FEET;

THENCE NORTH 37°57'57" EAST, A DISTANCE OF 52.80 FEET TO THE BEGINNING OF A 988.00 FOOT NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 61°27'11" EAST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°22'11", A DISTANCE OF 75.35 FEET;

THENCE NORTH 32°55'00" EAST, A DISTANCE OF 64.21 FEET;

THENCE NORTH 78°03'20" EAST, A DISTANCE OF 55.66 FEET;

THENCE SOUTH 57°04'33" EAST, A DISTANCE OF 745.94 FEET TO THE BEGINNING OF A 2655.00 FOOT RADIUS TANGENT CURVE, CONCAVE NORTHEASTERLY;

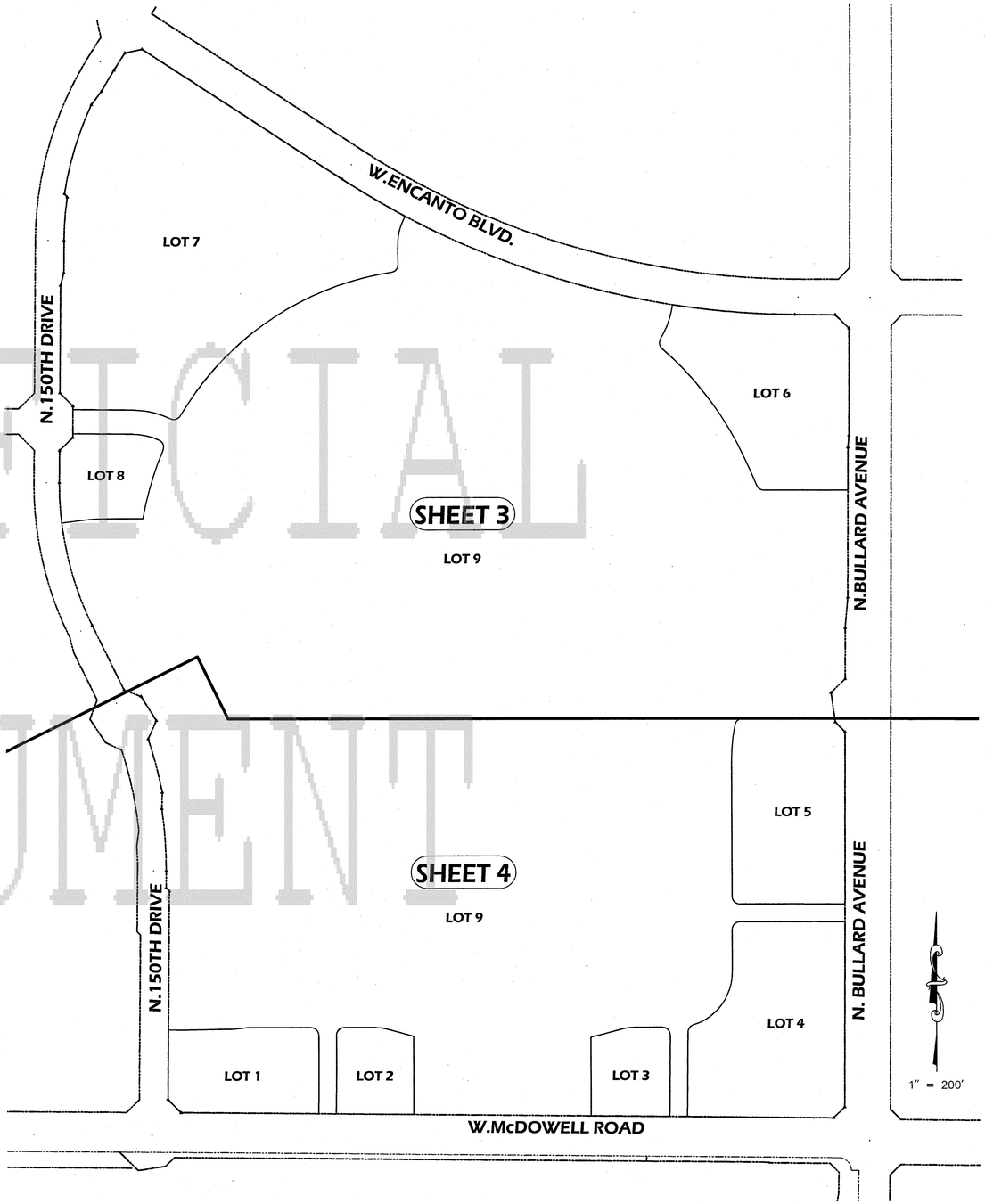
THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'09", A DISTANCE OF 1499.17 FEET;

THENCE SOUTH 89°26'34" EAST, A DISTANCE OF 126.11 FEET;

THENCE SOUTH 45°17'21" EAST, A DISTANCE OF 59.87 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 6,443,784 SQUARE FEET OR 147.93 ACRES MORE OR LESS.

UNOFFICIAL DOCUMENT



BOOK 996 PAGE 38
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2008 – 0625124
07/17/2008 12:03 PM
NUMBER/TIME

ESTRELLA FALLS
REGIONAL SHOPPING CENTER
GOODYEAR, ARIZONA

Carter+Burgess
101 N. FIRST AVE., SUITE 3100, PHOENIX, AZ 85003 TEL: (602) 253-1200 FAX: (602) 253-1202

FINAL PLAT
LEGAL / INDEX

Revisions

Designed by: MVQ
Drawn by: GGR
Checked by: VFN
Date: 06.05.2008

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36171
VINCENT F. NECHERO
Date Signed 06-30-10
ARIZONA, U.S.A.

EXPIRES 06-30-2010

SHEET
2 OF 4

UNOFFICIAL DOCUMENT

LEGEND

- SUBDIVISION BOUNDARY
- LOT BOUNDARY
- SIDEWALK EASEMENT
- LOT 1 — LOT NUMBER
- EXISTING ROADWAY CENTERLINE
- EXISTING RIGHT-OF-WAY
- PUBLIC UTILITY EASEMENT
- EASEMENT AS NOTED
- SUBDIVISION BOUNDARY MONUMENT SET 1/2" REBAR W/ RLS CAP #36171 UNLESS OTHERWISE NOTED
- LOT CORNER SET 1/2" REBAR W/RLS CAP #36171 UNLESS OTHERWISE NOTED
- EXISTING SURVEY MONUMENT FOUND AS NOTED
- SIGHT VISIBILITY EASEMENT (S.V.E) (33' / 33')
- A.P.N. ASSESSOR PARCEL NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDERS

BOOK 996 PAGE 38
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2008-0625124
07/17/2008 12:03 PM

N.150TH DRIVE

W.ENCANTO BLVD.

A.P.N.# 501-82-866

A.P.N.# 501-82-693

A.P.N.# 501-69-018K

A.P.N.# 501-69-018J

N.BULLARD AVENUE

LOT 6

LOT 7

LOT 8

LOT 9

EXISTING 20' S/W EASEMENT BK956, PG.21 M.C.R.

EXISTING 10' P.U.E. BK956, PG.21 M.C.R.

EXISTING 8' P.U.E. INSTRUMENT 2005-1483606

EXISTING 20' SIDEWALK EASEMENT BK956, PG.21 M.C.R.

EXISTING 110' R/W INSTRUMENT 2005-1483606

EXISTING 20' SIDEWALK EASEMENT BK956, PG.21 M.C.R.

EXISTING 10' P.U.E. BK956, PG.21 M.C.R.

EXISTING 2.0' R/W BK956, PG.21 M.C.R.

MONUMENT LINE

EXISTING 5.0' R/W BK956, PG.21 M.C.R.

EXISTING 65' R/W PER INSTRUMENT 2002-1158529

EXISTING 13.0' R/W BK956, PG.21 M.C.R.

BRASS CAP IN HANDHOLE
E 1/4 COR. SEC. 32
T 2 N., R 1 W. P.O.C.

P.O.B.

GRAPHIC SCALE
100 0 50 100 200
SCALE IN FEET
HORIZ: 1"=100ft

SEE SHEET 4

SEE SHEET 4

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C12	69°31'45"	24.42'	29.63'
C13	4°46'12"	622.58'	51.83'
C14	23°41'03"	1022.58'	422.70'
C15	80°10'19"	24.42'	34.17'
C16	23°20'16"	278.39'	113.39'
C18	26°37'30"	161.00'	74.82'
C19	4°16'54"	525.58'	39.28'
C20	84°58'06"	24.42'	36.21'
C21	85°02'47"	24.42'	36.25'
C22	25°15'18"	278.00'	122.54'
C23	24°24'09"	202.00'	86.03'
C24	88°19'26"	24.42'	37.64'
C25	6°48'16"	400.00'	47.50'
C27	4°56'05"	2655.00'	228.67'
C28	7°20'18"	998.00'	127.82'
C29	90°00'00"	24.42'	38.36'
C31	13°49'08"	932.58'	224.93'
C32	4°22'11"	988.00'	75.35'
C35	16°38'44"	998.00'	289.94'
C36	7°49'40"	988.00'	134.98'
C37	26°39'11"	998.00'	464.25'
C38	32°21'09"	2655.00'	1499.17'

LINE TABLE

LINE	BEARING	LENGTH
L23	N04°59'21"E	96.32'
L24	N89°50'49"W	263.10'
L26	N25°14'27"W	48.39'
L27	N00°47'58"E	28.34'
L28	N27°25'28"E	11.52'
L29	N00°32'02"E	11.31'
L30	N90°00'00"W	127.78'
L31	N83°11'44"E	81.09'
L36	N89°26'34"W	126.11'
L45	N45°17'21"W	59.87'
L46	N78°03'20"E	55.66'
L47	N32°55'00"E	64.21'
L48	N37°57'57"E	52.80'
L49	N00°32'02"E	102.53'
L50	N89°46'31"W	67.00'
L51	N08°15'22"W	93.43'
L52	N45°13'25"E	62.16'
L53	N04°50'46"E	37.23'
L54	N14°49'52"E	40.49'
L55	N44°28'16"W	57.98'
L56	N00°32'02"E	98.62'
L57	N00°32'02"E	76.00'
L58	N45°31'44"E	57.99'
L59	N00°32'02"E	100.63'
L60	N37°49'45"W	13.79'
L61	N00°32'02"E	11.31'
L64	N26°07'09"W	226.74'
L65	N00°32'02"E	334.89'
L66	N57°04'33"W	745.94'
L67	N00°13'29"E	333.88'
L68	N00°13'29"E	469.38'
L69	N00°13'29"E	159.73'

ESTRELLA FALLS REGIONAL SHOPPING CENTER
GOODYEAR, ARIZONA

Carter+Burgess
101 N. FIRST AVE., SUITE 3100, PHOENIX, AZ 85003 TEL:(602) 253-1200 FAX:(602) 253-1202

FINAL PLAT PLAN SHEET

Revisions

Designed by: MVO
Drawn by: GGR
Checked by: VFN
Date: 06.05.2008

REGISTERED LAND SURVEYOR CERTIFICATE NO. 36171 VINCENT F. NECHERO Date Signed 06-30-10 ARIZONA, U.S.A.

Expires 06-30-2010

SHEET
3 OF 4

UNOFFICIAL DOCUMENT

SEE SHEET 3

SEE SHEET 3

LOT 9

N. 150TH DRIVE

N.BULLARD AVENUE

W.McDOWELL ROAD

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

EXISTING 40' R/W
BK956, PG.21 M.C.R.

EXISTING 50' R/W
BK956, PG.21 M.C.R.

EXISTING 10' P.U.E.
BK956, PG.21 M.C.R.

EXISTING 20' S/W EASEMENT
BK956, PG.21 M.C.R.

EXISTING 6' R/W
BK956, PG.21 M.C.R.

EXISTING 65' R/W
INSTRUMENT 2002-1158529

EXISTING 20' S/W EASEMENT
BK956, PG.21 M.C.R.

EXISTING 65' R/W PER
INSTRUMENT 2002-1158529

EXISTING 13' R/W
BK956, PG.21 M.C.R.

EXISTING 10' P.U.E.
BK956, PG.21 M.C.R.

DRAINAGE EASEMENT PER
SEPARATE INSTRUMENT

P.U.E.
VARIES

MONUMENT LINE

BOOK 996 PAGE 38
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2008-0625124
07/17/2008 12:03 PM
RERMONTESA

A.P.N.# 501-69-018J

BRASS CAP IN HANDHOLE
SE COR. SEC. 32
T 2 N., R 1 W.

ALUMINUM CAP FLUSH
S 1/4 COR SEC 32
T 2 N., R 1 W.

A.P.N.# 500-04-982

A.P.N.# 500-04-010W

A.P.N.# 500-04-973

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°28'00"W	50.05'
L2	N88°55'15"E	106.12'
L3	N89°59'59"E	40.94'
L4	N84°17'23"E	50.25'
L5	N00°00'00"E	113.79'
L6	N00°32'00"E	132.26'
L7	N89°28'03"W	55.16'
L8	N00°32'00"E	132.56'
L9	N00°00'00"E	114.59'
L10	N90°00'00"E	99.93'
L11	N75°00'00"W	87.33'
L12	N75°00'00"E	100.26'
L13	N90°00'00"W	89.72'
L14	N89°28'03"W	55.16'
L15	N00°00'00"E	132.46'
L16	N90°00'00"E	157.42'
L17	N89°46'35"W	171.48'
L18	N00°13'29"E	55.16'

LINE	BEARING	LENGTH
L19	N89°46'35"W	171.64'
L20	N90°00'00"E	157.48'
L21	N90°00'00"E	146.00'
L22	N89°46'35"W	142.58'
L33	N01°42'32"E	51.22'
L34	N00°32'00"E	53.85'
L35	N44°28'00"W	14.14'
L40	N08°15'22"W	11.87'
L44	N45°32'00"E	48.70'
L49	N44°28'17"W	58.99'
L60	N68°55'34"W	57.19'
L62	N24°06'29"E	62.99'
L63	N31°49'33"W	89.37'
L70	N00°32'00"E	653.09'
L71	N44°06'22"W	43.17'
L72	N00°13'29"E	1173.67'
L73	N89°28'03"W	2044.57'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	25.00'	39.27'
C2	90°00'00"	24.42'	38.36'
C3	15°00'00"	127.42'	33.36'
C4	1°41'31"	172.58'	5.10'
C5	15°00'00"	127.42'	33.36'
C6	90°32'00"	24.42'	38.59'
C7	72°19'17"	24.42'	30.82'
C8	72°51'18"	172.58'	219.45'
C9	90°00'00"	24.42'	38.36'
C10	90°00'00"	24.42'	38.36'
C11	78°36'29"	24.42'	33.50'
C20	11°23'31"	577.42'	114.81'
C26	7°55'41"	1250.00'	172.96'
C33	8°55'27"	1240.00'	193.14'

LEGEND

- SUBDIVISION BOUNDARY
- LOT BOUNDARY
- SIDEWALK EASEMENT
- LOT 1 — LOT NUMBER
- EXISTING ROADWAY CENTERLINE
- EXISTING RIGHT-OF-WAY
- PUBLIC UTILITY EASEMENT
- EASEMENT AS NOTED
- SUBDIVISION BOUNDARY MONUMENT SET 1/2" REBAR W/ RLS CAP #36171 UNLESS OTHERWISE NOTED
- LOT CORNER SET 1/2" REBAR W/RLS CAP #36171 UNLESS OTHERWISE NOTED
- EXISTING SURVEY MONUMENT FOUND AS NOTED
- 33' / 33' — SIGHT VISIBILITY EASEMENT (S.V.E)
- A.P.N. — ASSESSOR PARCEL NUMBER
- P.U.E. — PUBLIC UTILITY EASEMENT

GRAPHIC SCALE
100 0 50 100 200
SCALE IN FEET
HORIZ: 1"=100ft

ESTRELLA FALLS
REGIONAL SHOPPING CENTER
GOODYEAR, ARIZONA

FINAL PLAT
PLAN SHEET

Carter+Burgess
101 N. FIRST AVE., SUITE 3100, PHOENIX, AZ 85003 TEL: (602) 253-1200 FAX: (602) 253-1202

Revisions

Designed by: MVQ
Drawn by: GGR
Checked by: VFN
Date: 06.05.2008

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36171
VINCENT F.
NECHERO
Date Signed 06-30-10
ARIZONA, U.S.A.
Expires 06-30-2010

SHEET
4 OF 4

FINAL PLAT

A "REPLAT OF LOT 9 OF ESTRELLA FALLS REGIONAL SHOPPING CENTER", BOOK 996 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT WESTCOR GOODYEAR RSC, LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAS SUBDIVIDED UNDER THE NAME A "REPLAT OF LOT 9 OF ESTRELLA FALLS REGIONAL SHOPPING CENTER, BOOK 996 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS", A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HEREBY PUBLISHES THIS FINAL PLAT AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND TRACTS AS SHOWN HEREON.

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

IN WITNESS WHEREOF:

WESTCOR GOODYEAR RSC, LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME ATTESTED TO

BY: Scott H. Nelson THE Senior Vice President
THEREUNTO DULY

AUTHORIZED THIS 2nd DAY OF August, 2016

WESTCOR GOODYEAR RSC, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER,

BY: THE WESTCOR COMPANY II LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, ITS MANAGING MEMBER

BY: MACERICH TWC II CORP.,
A DELEWARE CORPORATION,
ITS GENERAL PARTNER

BY: _____

NAME: Scott H. Nelson

ITS: Senior Vice President

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS 2nd DAY OF August, 2016. BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED Scott H. Nelson, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____ 8/2/16
NOTARY PUBLIC DATE

OFFICIAL SEAL
AIMEE JEFFRIES
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires May 20, 2020

MY COMMISSION EXPIRES:
May 20th, 2020

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20160682119 09/20/2016 11:09
BOOK 1291 PAGE 7
ELECTRONIC RECORDING

Lt9EstrellaFallsSC-4-1-1-M-
morenoa

PLAT NOTES

1. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
2. NO 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.
3. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.
4. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORM WATER MANAGEMENT ON A PROPERTY.
5. THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.
6. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.
7. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
8. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND (EXCEPTIONS ARE TO BE NOTED).
9. 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.
10. RECIPROCAL OR CROSS ACCESS AND UTILITY EASEMENTS SHALL BE GRANTED BY SEPARATE INSTRUMENTS BETWEEN OWNER AND UTILITY WITHOUT NEED FOR APPROVAL FROM THE CITY OF GOODYEAR OR ADJACENT PROPERTY OWNERS.
11. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

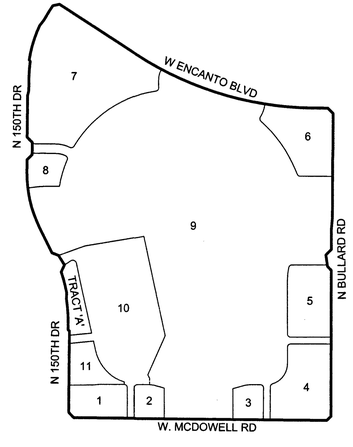
LEGAL DESCRIPTION:

LOT 9 OF "ESTRELLA FALLS REGIONAL SHOPPING CENTER", BOOK 996 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS.

LOT AREAS

LOT NO.	SQ. FT. (NET±)	ACRES (NET±)
1	124,827	2.865
2	64,563	1.482
3	67,415	1.547
4	261,233	5.997
5	204,022	4.684
6	243,862	5.598
7	748,640	17.186
8	77,376	1.776
9	3,823,993	87.787
10	647,304	14.860
11	96,358	2.212

LOT KEY MAP



REFERENCE DOCUMENTS

1. DEED #2007-1292278, MCR
2. PLAT, BK 996, PG 38, MCR
3. MOD, BK 956, PG 21, MCR
4. ROS, BK 1034, PG 25, MCR
5. PLAT, BK 761, PG 38, MCR
6. MOD, BK 782, PG 36, MCR

TRACT TABLE

TRACT 'A'
84,297 SQ. FT.
TRACT USE: DRAINAGE PURPOSES
OWNER: WESTCOR GOODYEAR RSC, LLC
MAINTENANCE: WESTCOR GOODYEAR RSC, LLC

UTILITY PROVIDERS

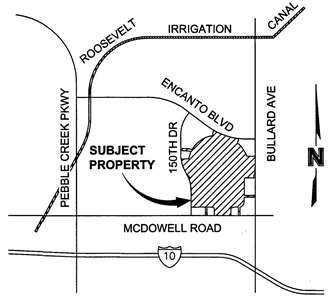
1. WATER: LIBERTY UTILITY
2. SEWER: LIBERTY UTILITY
3. ELECTRIC: ARIZONA PUBLIC SERVICE
4. GAS: SOUTHWEST GAS
5. TELEPHONE: CENTURY LINK
6. FIRE: CITY OF GOODYEAR
7. REFUSE COLLECTION: CITY OF GOODYEAR

DEVELOPER/OWNER

WESTCOR GOODYEAR RSC, LLC
11411 N. TATUM BOULEVARD
PHOENIX, AZ 85028-2399
PH: (602) 953-6200
FAX: (602) 953-1964

SURVEYOR

OLSSON ASSOCIATES
REECE HENRY, RLS
7250 NORTH 16TH STREET, SUITE 210
PHOENIX, AZ 85020
PH: 602.748.1000
FAX: 602.748.1001



VICINITY MAP

SECTION 32
T2N., R1W.
(NOT TO SCALE)

SURVEYOR'S NOTES:

1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT.
2. ALL BEARINGS AND DISTANCES REPORTED ON THIS SURVEY ARE MEASURED TO THE MONUMENTS FOUND OR SET AS SHOWN, UNLESS OTHERWISE NOTED.
3. ALL CORNERS SHOWN AS CALCULATED WILL HAVE MONUMENTS SET AT TIME OF APPROVAL OF THIS PLAT.
4. THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION 'X' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 04013C2135L, WITH A DATE OF IDENTIFICATION OF 10/16/2013, FOR COMMUNITY NO. 040046, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS SITUATED.

BASIS OF BEARING

N89°28'03"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, AS MEASURED BETWEEN A BRASS CAP IN HAND HOLE AT THE SOUTHEAST CORNER OF SAID SECTION 32, AND A BRASS CAP FLUSH WITH THE PAVEMENT AT THE SOUTH QUARTER CORNER OF SAID SECTION 32, USING GLOBAL POSITIONING SYSTEMS.

CERTIFICATE OF ASSURED WATER SUPPLY

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

_____
MANAGER: STEVE CARLSON, DEVELOPMENT SERVICES MANAGER DATE
LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP.

CITY OF GOODYEAR APPROVALS

IT IS HERE BY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, ON THIS 22nd DAY OF August, 2016

BY: Georgia Lord
MAYOR

ATTEST: Sue Brungardt for CITY CLERK

IT IS HERE BY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE CITY ENGINEER OF GOODYEAR, ARIZONA, ON THIS 9th DAY OF September, 2016

BY: _____
CITY ENGINEER

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST 2015, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WERE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

_____
R. REECE HENRY, RLS # 49097

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
49097
R. REECE
HENRY
Date Signed 8-1-16
ARIZONA, U.S.A.
Expires 3/31/2018

UNOFFICIAL DOCUMENT

OLSSON ASSOCIATES
7250 N 16TH STREET SUITE 210
Phoenix, AZ 85020
TEL 602.748.1000 www.olssonassociates.com

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

FINAL PLAT
A "REPLAT OF LOT 9 OF ESTRELLA FALLS SHOPPING CENTER", BOOK 996 OF MAPS, PAGE38, MARICOPA COUNTY RECORDS

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

2015

GOODYEAR, ARIZONA

drawn by: GPT
checked by: RRH
approved by: RRH
QA/QC by: RRH
project no.: 014-2651
drawing no.: PLAT
date: 7.6.2016

SHEET
1 OF 4

DWG: F:\Projects\014-2651\40-Design\Survey\Final Plat\014-2651 Re-Plat of Lot 9.dwg USER: gtarpey
DATE: Jul 06, 2016 1:11pm XREFS:

DWG: F:\Projects\014-2651\40-Design\Survey\Final Plat\014-2651 Re-Plat of Lot 9.dwg USER: gtarpey
DATE: Jul 06, 2016 11:51am XREFS:

FINAL PLAT

A "REPLAT OF LOT 9 OF ESTRELLA FALLS REGIONAL SHOPPING CENTER", BOOK 996 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S0°13'50"W	96.61'
L2	S89°46'10"E	67.00'
L3	S0°13'50"W	334.17'
L4	S4°51'58"W	37.12'
L5	S0°13'50"W	469.47'
L6	S4°59'42"W	96.32'
L7	S0°13'50"W	159.73'
L8	S45°18'40"W	62.31'
L9	S8°23'33"E	93.36'
L10	S44°00'05"E	43.18'
L11	S0°13'50"W	1173.64'
L12	S45°34'43"W	47.96'
L13	S89°28'03"E	2045.15'
L14	N44°24'26"W	58.93'
L15	N0°32'02"E	653.60'
L16	N44°28'01"W	14.14'
L17	N0°32'01"E	53.90'
L18	N1°41'35"E	51.26'
L19	N24°04'34"E	63.05'
L20	N31°45'15"W	89.33'
L21	N69°02'21"W	57.35'
L22	N26°06'27"W	226.24'
L23	N0°31'58"E	100.62'
L24	N45°24'27"E	58.02'
L25	N0°36'08"E	98.59'
L26	N44°30'46"W	58.01'
L27	N0°31'58"E	334.87'
L28	N14°50'20"E	40.47'
L29	N0°31'58"E	102.49'
L30	N38°05'09"W	13.74'
L31	N37°58'13"E	52.76'
L32	N33°14'32"E	64.29'
L33	N78°06'24"E	55.99'
L34	S57°01'38"E	745.52'
L35	S89°26'18"E	126.36'
L36	S44°36'14"E	59.57'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	192.69'	1240.00'	8°54'13"
C2	173.20'	1250.00'	7°56'20"
C3	464.26'	998.00'	26°39'10"
C4	135.08'	988.00'	7°50'01"
C5	289.96'	998.00'	16°38'48"
C6	75.42'	988.00'	4°22'25"
C7	1499.80'	2655.00'	32°21'59"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C8	886.14'	2655.00'	19°07'23"
C9	113.68'	278.39'	23°23'48"
C10	34.17'	24.42'	80°10'19"
C11	422.70'	1022.58'	23°41'03"
C12	51.83'	622.58'	04°46'12"
C13	29.63'	24.42'	69°31'45"
C14	33.29'	24.42'	78°06'12"
C15	114.81'	577.42'	11°23'31"
C16	38.36'	24.42'	90°00'00"
C17	38.36'	24.42'	90°00'00"
C18	219.44'	172.58'	72°51'16"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C19	30.82'	24.42'	72°19'17"
C20	38.59'	24.42'	90°32'00"
C21	33.36'	127.42'	15°00'00"
C22	5.10'	172.58'	01°41'37"
C23	33.36'	127.42'	15°00'00"
C24	38.35'	24.42'	89°59'18"
C25	39.27'	25.00'	90°00'14"
C26	336.40'	998.00'	19°18'46"
C27	47.50'	400.00'	06°48'14"
C28	224.93'	932.58'	13°49'09"
C29	37.64'	24.42'	88°18'48"
C30	86.03'	202.00'	24°24'06"
C31	122.54'	278.00'	25°15'18"
C32	36.25'	24.42'	85°03'08"
C33	825.93'	932.58'	50°44'36"
C34	36.21'	24.42'	84°57'30"
C35	39.28'	525.58'	04°16'56"
C36	74.82'	161.00'	26°37'30"

LEGEND

- SET REBAR W/CAP 49097
- REBAR W/CAP LS27239
- REBAR W/CAP LS35694
- CALCULATED CORNER
- CHISELED X PER BK 996, PG 38, MCR.
- BRASS CAP FLUSH
- BRASS CAP IN HAND HOLE
- SUBJECT PROPERTY BOUNDARY
- CALCULATED LINES OR TIES
- SECTION LINE
- PUBLIC RIGHT-OF-WAY LINE
- MONUMENT LINE
- EASEMENT LINE

MCR = MARICOPA COUNTY RECORDS
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N.A.P. = NOT A PART OF THIS SURVEY
SVE = SIGHT VISIBILITY EASEMENT PER BK 996, PG 38, MCR

LINE TABLE		
LINE #	DIRECTION	LENGTH
L37	S25°14'27"E	48.39'
L38	S89°50'49"E	263.10'
L39	S0°13'50"W	335.31'
L40	S8°23'33"E	81.45'
L41	N89°46'35"W	142.65'
L42	N90°00'00"W	146.00'
L43	S0°00'00"E	422.36'
L44	N90°00'00"E	157.42'
L45	S89°46'35"E	171.48'
L46	S0°13'50"W	55.13'
L47	N89°46'35"W	171.67'
L48	N90°00'00"W	157.42'
L49	S0°00'00"E	132.46'
L50	S0°32'00"W	265.90'
L51	N89°28'04"W	55.11'
L52	N0°32'00"E	256.63'
L53	N90°00'00"W	89.72'
L54	S75°00'00"W	100.26'
L55	S0°00'00"E	247.44'
L56	N89°28'03"W	555.41'
L57	N0°00'00"E	246.87'
L58	N75°00'00"W	87.33'
L59	N90°00'00"W	99.93'
L60	S0°00'00"E	114.59'
L61	S0°32'00"W	132.56'
L62	N89°28'03"W	55.20'
L63	N0°32'00"E	132.22'
L64	N0°00'00"E	113.79'
L65	N90°00'00"W	199.96'
L66	S84°17'23"W	50.25'
L67	S89°59'59"W	40.94'
L68	S88°55'15"W	106.12'
L69	N89°28'00"W	50.05'
L70	N0°32'02"E	335.44'
L71	N83°12'04"E	81.14'
L72	N90°00'00"E	127.78'
L73	N89°27'58"W	188.09'
L74	N0°36'08"E	75.81'
L75	S89°27'58"E	187.83'
L76	N0°47'58"E	28.34'
L77	N27°44'09"E	11.48'
L78	N0°32'02"E	65.36'
L79	N0°32'02"E	34.42'
L80	N0°36'08"E	11.17'
L81	N0°36'08"E	11.61'

W. ENCANTO BLVD.
W. MONTE VISTA ROAD
W. McDOWELL ROAD
N. 150TH DRIVE
N. BULLARD AVENUE
RIO PASEO PARCEL 8 BK 780, PG 36, M.C.R. N.A.P.
THE VILLAGE AT RIO PASEO CONDOMINIUM BK 761, PG 38, M.C.R. N.A.P.
ALDEA APARTMENTS APN:501-69-018P N.A.P.
GLOBE LAND INVESTORS, LLC APN:501-69-986B N.A.P.
GLOBE LAND INVESTORS, LLC APN:501-69-018L N.A.P.
GLOBE LAND INVESTORS, LLC APN:501-69-016H N.A.P.
LOT 1 BK 996, PG 38 (N.A.P.)
LOT 2 BK 996, PG 38 (N.A.P.)
LOT 3 BK 996, PG 38 (N.A.P.)
LOT 4 BK 996, PG 38 (N.A.P.)
LOT 5 BK 996, PG 38 (N.A.P.)
LOT 6 BK 996, PG 38 (N.A.P.)
LOT 7 BK 996, PG 38 (N.A.P.)
LOT 8 BK 996, PG 38 (N.A.P.)
LOT 9
LOT 10
LOT 11
TRACT 'A'
ELECTRIC EASEMENT PER ARIZONA PUBLIC SERVICE WO# WA225599
20.0' SIDEWALK EASEMENT BK996, PG38, MCR.
10.0' P.U.E. BK996, PG38, MCR.
40' R/W
50' R/W
55' R/W
67' R/W
70' R/W
78' R/W
71' R/W
SVE
REBAR W/CAP RLS46643
BRASS CAP FLUSH E 1/4 COR. SEC. 32 T 2 N., R. 1 W.
BRASS CAP FLUSH S. 1/4 COR. SEC. 32 T 2 N., R 1 W.
BRASS CAP IN HAND HOLE S.E. COR. SEC. 32 T 2 N., R. 1 W.
N89°28'03"W 2619.44' (BASIS OF BEARING)
S0°13'50"W 2639.15'
370.16'
2249.28'
SHEET 3
SHEET 4
SCALE IN FEET
0' 75' 150' 300'

OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
20160682119 09/20/2016 11:09
BOOK 1291 PAGE 7
ELECTRONIC RECORDING
Lt9EstrellaFallsSC-4-1-1-M-morenoa

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

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A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

GOODYEAR, ARIZONA 2015

SHEET 2 OF 4

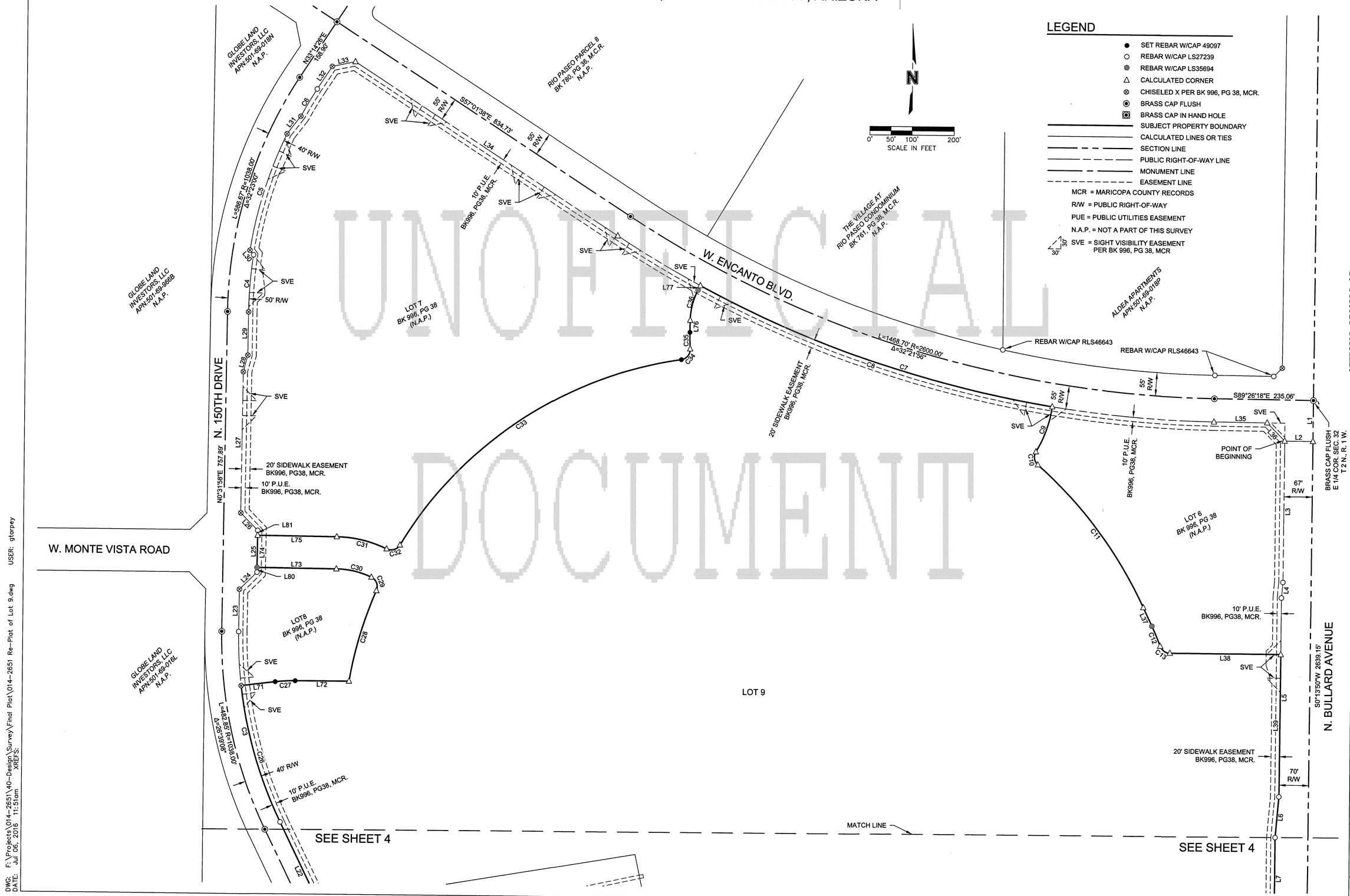
drawing no.:	014-2651 PLAT
date:	7.5.2016
drawn by:	GTP
checked by:	RRH
approved by:	RRH
QA/QC by:	RRH

Expires 3/31/2018

OLSSON ASSOCIATES
7250 N 16TH STREET SUITE 210
Phoenix, AZ 85020
TEL 602.748.1000 www.olssonassociates.com

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UNOFFICIAL DOCUMENT

OLSSON ASSOCIATES
7250 N 16TH STREET SUITE 210
Phoenix, AZ 85020
TEL 602.748.1000
www.olssonassociates.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
49097
R. REECE HENRY
Date Signed 6-1-16
ARIZONA, U.S.A.
Expires 3/31/2018

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20160682119 09/20/2016 11:09
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2015

GOODYEAR, ARIZONA

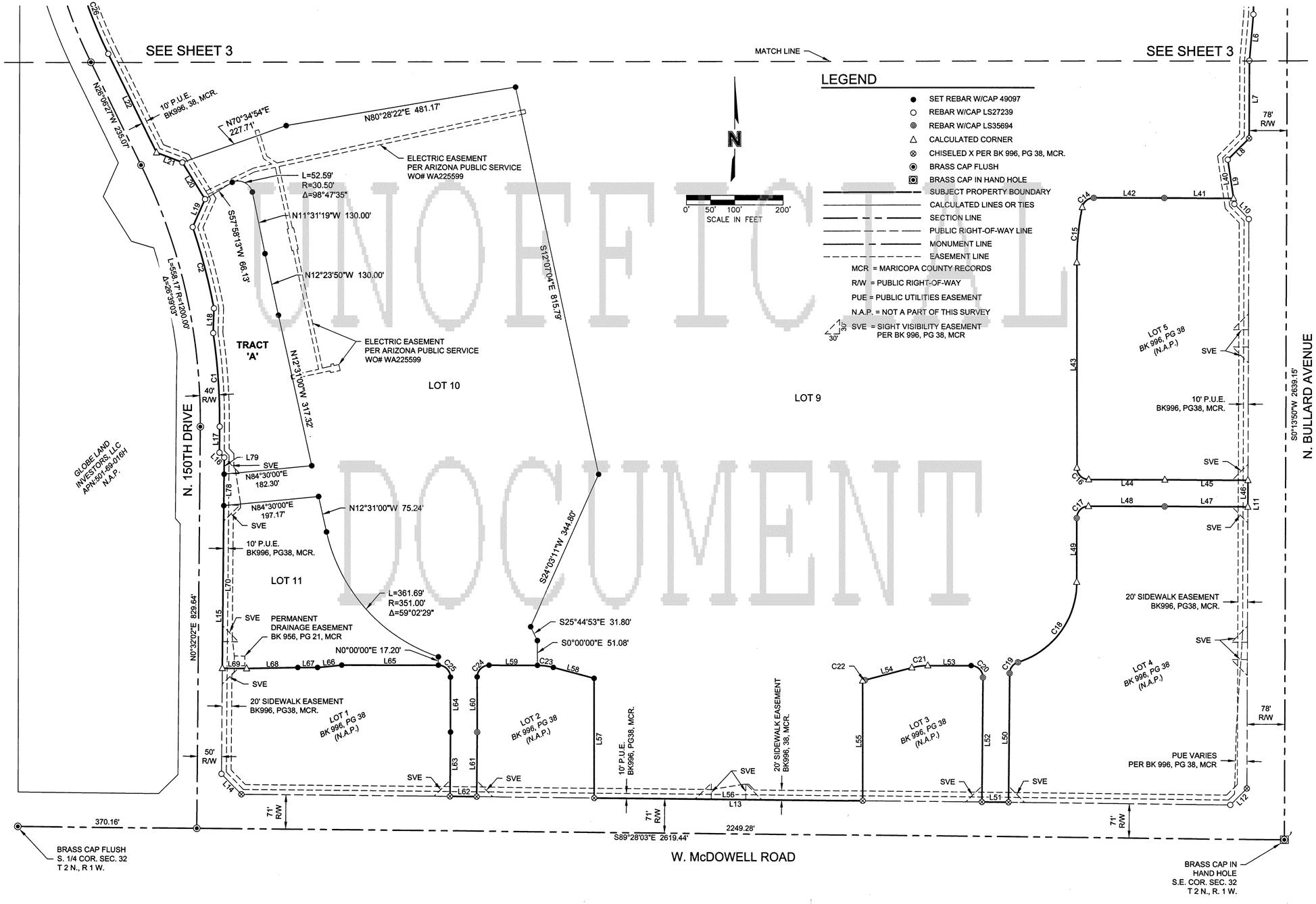
drawn by:	GPT
checked by:	RRH
approved by:	RRH
QA/QC by:	RRH
project no.:	014-2651
drawing no.:	PLAT
date:	7.6.2016

SHEET 3 OF 4

DWG: F:\Projects\014-2651\40-Design\Survey\Final Plat\014-2651 Re-Plat of Lot 9.dwg USER: gtarpey
DATE: Jul 06, 2016 11:51am XREFS:

FINAL PLAT

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A PORTION OF THE SOUTHEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



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Phoenix, AZ 85020
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
49097
R. REECE HENRY
Date Signed 7-7-16
ARIZONA, U.S.A.
Expires 3/31/2018

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morenoa

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FINAL PLAT
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A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

GOODYEAR, ARIZONA

2015

drawn by:	GPT
checked by:	RRH
approved by:	RRH
QA/QC by:	RRH
project no.:	014-2651
drawing no.:	PLAT
date:	7.6.2016

SHEET
4 OF 4

DWG: F:\Projects\014-2651\40-Design\Survey\Final Plat\014-2651 Re-Plat of Lot 9.dwg USER: gtarpey
DATE: Jul 06, 2016 11:51am XREFS:

FINAL PLAT FOR CHEDDAR'S SCRATCH KITCHEN

BEING A REPLAT OF LOT 1 OF ESTRELLA FALLS REGIONAL SHOPPING CENTER, BOOK 996 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS, AND A REPLAT OF LOT 11 OF REPLAT OF LOT 9, BOOK 1291 OF MAPS, PAGE 7, MARICOPA COUNTY RECORDS, A PORTION OF SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

CERTIFICATE OF ASSURED WATER SUPPLY:

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

_____.
MANAGER: DATE
LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP.

CITY OF GOODYEAR APPROVALS:

APPROVED BY THE CITY COUNCIL OF GOODYEAR,
ARIZONA, ON THIS _____ DAY OF _____, 2022.

BY: _____.
MAYOR (JOE PIZZILLO)

ATTEST: _____.
CITY CLERK (DARCIE MCCRAKEN)

APPROVED BY THE CITY COUNCIL OF GOODYEAR,
ARIZONA, ON THIS _____ DAY OF_____ ,2022.

BY: _____.
CITY ENGINEER (SUMEET MOHAN)

DEDICATION:

STATE OF _____)
) SS
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS:

THAT GOODYEAR PERIPHERAL LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "FINAL PLAT FOR CHEDDAR'S SCRATCH KITCHEN", BEING A REPLAT OF LOT 1 OF ESTRELLA FALLS REGIONAL SHOPPING CENTER, ACCORDING TO BOOK 996 OF MAPS, PAGE 38 AND A REPLAT OF LOT 11 OF THE REPLAT OF LOT 9, ACCORDING TO BOOK 1291, PAGE 7, BEING LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COUNTY OF MARICOPA, STATE OF ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS PLAT "FINAL PLAT FOR CHEDDAR'S SCRATCH KITCHEN" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME. THAT EACH LOT SHALL BE KNOWN BY THE NUMBER GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF:

GOODYEAR PERIPHERAL HAS HEREUNTO CAUSED ITS CORPORATE NAME AND ITS CORPORATE SEAL TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS DAY OF _____, 2022.

BY: GOODYEAR PERIPHERAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,

BY: MACERICH GOODYEAR PERIPHERAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER,

BY: THE WESTCOR COMPANY II LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, ITS MANAGING MEMBER,

BY: MACERICH TWC II CORP., A DELAWARE CORPORATION, ITS GENERAL PARTNER,

BY: _____
GARRETT NEWLAND

TITLE: SENIOR VICE PRESIDENT

ACKNOWLEDGEMENT:

STATE OF _____)
) SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20_____. BEFORE ME, THE UNDERSIGNED,

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

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____.

PARENT PARCELS' LEGAL DESCRIPTION:

LOT 1 (PER DEED NO. 2018-0371671, MCR):

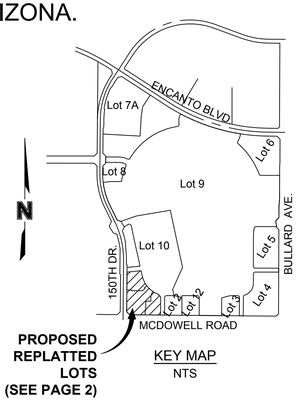
LOT 1, ESTRELLA FALLS REGIONAL SHOPPING CENTER, ACCORDING TO BOOK 996 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA.

LOT 11 (PER DEED NO. 2018-0371397, MCR):

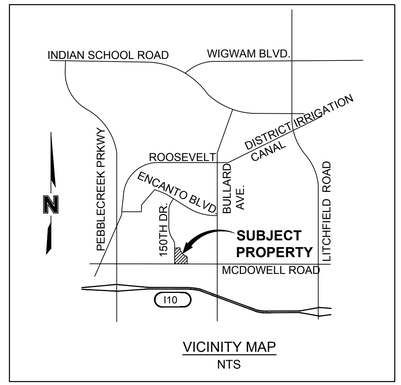
LOT 11, REPLAT OF LOT 9 OF ESTRELLA FALLS REGIONAL SHOPPING CENTER, ACCORDING TO BOOK 1291 OF MAPS, PAGE 7, RECORDS OF MARICOPA COUNTY, ARIZONA.

SUBJECT PLAT PARCEL LEGAL DESCRIPTION:

SEE SHEET 2 FOR PLAT PARCEL LEGAL DESCIRPTION



KEY MAP
NTS



VICINITY MAP
NTS

PLAT NOTES:

1. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
2. NO 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.
3. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.
4. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORM WATER MANAGEMENT ON A PROPERTY.
5. THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.
6. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE - 10 :
7. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
8. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND (EXCEPTIONS ARE TO BE NOTED).
9. 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.
10. RECIPROCAL OR CROSS ACCESS AND UTILITY EASEMENTS SHALL BE GRANTED BY SEPARATE INSTRUMENTS BETWEEN OWNER AND UTILITY WITHOUT NEED FOR APPROVAL FROM THE CITY OF GOODYEAR OR ADJACENT PROPERTY OWNERS.
11. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES. PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

LOT AREAS:

LOT 1	104,251.66 SQUARE FEET OR 2.393 ACRES, MORE OR LESS.
LOT 11	62,278.87 SQUARE FEET OR 1.430 ACRES, MORE OR LESS.
LOT 13	54,655.77 SQUARE FEET OR 1.255 ACRES, MORE OR LESS.

REFERENCE DOCUMENTS:

1. DEED NO. 2018-0371671, MCR (LOT 1)
2. DEED NO. 2018-0371397, MCR (LOT 11)
3. PLAT, BOOK 996, PAGE 38, MCR
4. REPLAT, BOOK 1291, PAGE 7, MCR
5. REPLAT, BOOK 1447 PAGE 10, MCR
6. MAP OF DEDICATION, BOOK 956 PAGE 21, MCR

UTILITY PROVIDER		
UTILITY	**COMPANY**	**NUMBER**
ELECTRIC	ARIZONA PUBLIC SERVICE	602-493-4225
GAS	SOUTHWEST GAS	623-780-3350
WATER	LIBERTY	602-757-2607
SEWER	LEBERTY	602-757-2607
TELEPHONE	CENTURYLINK	800-778-9140
FIRE	CITY OF GOODYEAR	623-932-2300
REFUSE COLLECTION	CITY OF GOODYEAR	623-932-2300
CABLE TV / INTERNET	COX	800-778-9140

DEVELOPER / OWNERSHIP INFORMATION:

LOT 1 & LOT 11(PER MARICOPA COUNTY ASSESSOR WEBSITE):

MAILING ADDRESS:
GOODYEAR PERIPHERAL, LL
11411 N. TATUM BOULEVARD
PHOENIX, AZ 85028
(602)-953-6200

PROPERTY ADDRESS (LOT 1):
15030 W. MCDOWELL ROAD
GOODYEAR, ARIZONA 85395

SURVEYOR'S NOTES:

1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT.
2. ALL BEARINGS AND DISTANCES REPORTED ON THIS SURVEY ARE MEASURED TO THE MONUMENTS FOUND OR SET AS SHOWN, UNLESS OTHERWISE NOTED.
3. THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION 'X' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 04013C2135L WITH A DATE OF IDENTIFICATION OF 10/16/2013, FOR COMMUNITY NO. 040046, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS SITUATED.
4. THERE ARE NO EASEMENTS OR RIGHT-OF-WAYS BEING CREATED OR DEDICATED PER THIS PLAT. ALL EASEMENTS AND RIGHT-OF-WAYS SHOWN HEREON HAVE BEEN DEDICATED PER PREVIOUS DOCUMENTS OR PLATS.
5. THIS PLATTED PARCEL OF LAND IS ZONED IN A PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT BEING DEFINED AS: LAND INTENDED TO ACCOMMODATE, ENCOURAGE AND PROMOTE DEVELOPMENTS WITH INNOVATIVE DESIGN INVOLVING RESIDENTIAL AND NONRESIDENTIAL LAND USES, WHICH TOGETHER FORM AN ATTRACTIVE, HARMONIOUS UNIT IN THE COMMUNITY.

BASIS OF BEARINGS:

BEARINGS ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN BEING MONUMENTED AT THE SOUTHEAST CORNER OF SAID SECTION 32 BY A 3" CITY OF GOODYEAR BRASS CAP STAMPED "RLS 27239" DATED 2008, AND BEING MONUMENTED AT THE SOUTH QUARTER CORNER OF SAID SECTION 32 BY A 3" CITY OF GOODYEAR BRASS CAP STAMPED "RLS 27239 2008" DATED 2008, HAVING A BEARING OF NORTH 89°27'46" WEST, AND A DISTANCE OF 2,619.44 FEET BETWEEN SAID MONUMENTS.

CERTIFICATION:

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER 2021, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WERE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED. THE BOUNDARY SURVEY, AS SHOWN ON THIS PLAT, MEETS THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS.

WILLIAM D. ZIEGLER, R.L.S. 64347
EXPIRATION DATE: 6/30/2023
7878 N 16TH STREET, STE 105
PHOENIX, AZ 85020
602.748.1000



olsson
www.olsson.com
TEL 602.748.1000
7878 N. 16th Street, Suite 105
Phoenix, AZ 85020-5282

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

FINAL PLAT FOR CHEDDAR'S SCRATCH KITCHEN

A PORTION OF SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA | 2021

drawn by: DAB
designed by: DAB
checked by: WDZ
project no.: 021-08399
date: 04.28.2022

SHEET
1 *of* 2

DWG: C:\Temp\AcPublish_9712\RE-PLAT-CHEDDARS.dwg USER: dberglund
DATE: Apr 28, 2022 5:34pm XREFS: V_XBNDY_CHEDDARS V_XAERIAL_02104186_HARKINS

FINAL PLAT FOR CHEDDAR'S SCRATCH KITCHEN

BEING A REPLAT OF LOT 1 OF ESTRELLA FALLS REGIONAL SHOPPING CENTER, BOOK 996 OF MAPS, PAGE 38, MARICOPA COUNTY RECORDS, AND A REPLAT OF LOT 11 OF REPLAT OF LOT 9, BOOK 1291 OF MAPS, PAGE 7, MARICOPA COUNTY RECORDS, A PORTION OF SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

N

0' 30' 60' 120'
SCALE IN FEET

LEGEND

BK.	Book
R.O.W.	Right-of-Way
MCR.	Maricopa County Recorder
COG	City of Goodyear
PG.	Page
P.U.E.	Public Utilities Easement
SEC.	Section
SVE	Site Visibility Easement
RLS	Registered Land Surveyor
	Section Corner(as noted)
	Found City of Goodyear brass cap flush (unless otherwise noted on Sheet 2)
	Set Monument (1/2" rebar w/ tag RLS#64347 or as noted)
	Calculated lines or Ties
	Centerline of Road
	Easement, Permanent
	Adjacent Parcel Line
	Right-of-Way Line
	Section Line
30' / 30'	SIGHT VISIBILITY EASEMENT PER BK. 996, PG. 38, MCR.

SUBJECT PLAT PARCEL LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GOODYEAR, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF THE "FIRAL PLAT FOR ESTRELLA FALLS REGIONAL SHOPPING CENTER", ACCORDING TO BOOK 996 OF MAPS, PAGE 38 OR FEE NO. 2008-0625124, OF THE RECORDS OF THE MARICOPA COUNTY RECORDERS OFFICE, MARICOPA COUNTY, ARIZONA, AND LOT 11 OF THE "FINAL PLAT - A REPLAT OF LOT 9 OF ESTRELLA FALLS REGIONAL SHOPPING CENTER", ACCORDING TO BOOK 1291 OF MAPS, PAGE 7 OR FEE NO. 2016-0682119, OF SAID RECORDS OF THE MARICOPA COUNTY RECORDERS OFFICE;

MORE PARTICULARLY DECRIBED AS FOLLOWS:

COMMENCING AT A 3-INCH CITY OF GOODYEAR BRASS CAP IN A HANDHOLE, MARKING THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN. WHENCE A 3-INCH CITY OF GOODYEAR BRASS CAP FLUSH, MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 32 BEARS NORTH 89°27'46" WEST, A DISTANCE OF 2,619.44 FEET; THENCE NORTH 89°27'46" WEST ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 2,157.65 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°32'14" WEST, A DISTANCE OF 71.00 FEET TO A POINT MARKING THE CONVERGANCE OF THE NORTHERLY RIGHT-OF-WAY LINE OF MCDOWELL ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF 150TH DRIVE, AS SHOWN UPON THE MAP OF DEDICATION FOR MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT INFRASTRUCTURE, ACCORDING TO BOOK 956, PAGE 21 OR FEE NO. 2007-1181669 OF THE RECORDS OF MARICOPA COUNTY, SAID POINT ALSO MARKING THE **POINT OF BEGINNING**;

THENCE NORTH 44°24'09" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 150TH DRIVE, A DISTANCE OF 58.93 FEET TO A CORNER OF THIS PLAT;

THENCE NORTH 00°32'19" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 553.82 FEET TO A POINT MARKING THE NORTHWESTERLY CORNER OF THE AFOREMENTIONED LOT 11, ALSO MARKING A CORNER OF THIS PLAT;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY NORTH 84°30'17" EAST ALONG THE NORTHERLY LINE OF SAID LOT 11, A DISTANCE OF 197.17 FEET TO A POINT MARKING A CORNER OF THIS PLAT;

THENCE SOUTH 12°30'43" EAST ALONG THE EASTERLY LINE OF SAID LOT 11, A DISTANCE OF 75.24 FEET TO A POINT MARKING THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 351.00 FEET, A CHORD BEARING SOUTH 41°58'23" EAST, AND A CHORD LENGTH OF 345.90 FEET, ALSO MARKING A CORNER OF THIS PLAT;

THENCE ALONG SAID CURVE CONCAVE TO THE NORTHEAST CONTINUING ALONG SAID EASTERLY LINE, AN ARC DISTANCE OF 361.69 FEET TO A POINT MARKING A CORNER OF THIS PLAT;

THENCE SOUTH 00°00'17" WEST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 17.20 FEET TO A POINT MARKING A CORNER OF SAID LOT 11, ALSO MARKING A CORNER OF THE AFOREMENTIONED LOT 1, AND ALSO MARKING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 44°58'57" EAST, AND A CHORD LENGTH OF 35.36 FEET, AND ALSO MARKING A CORNER OF THIS PLAT;

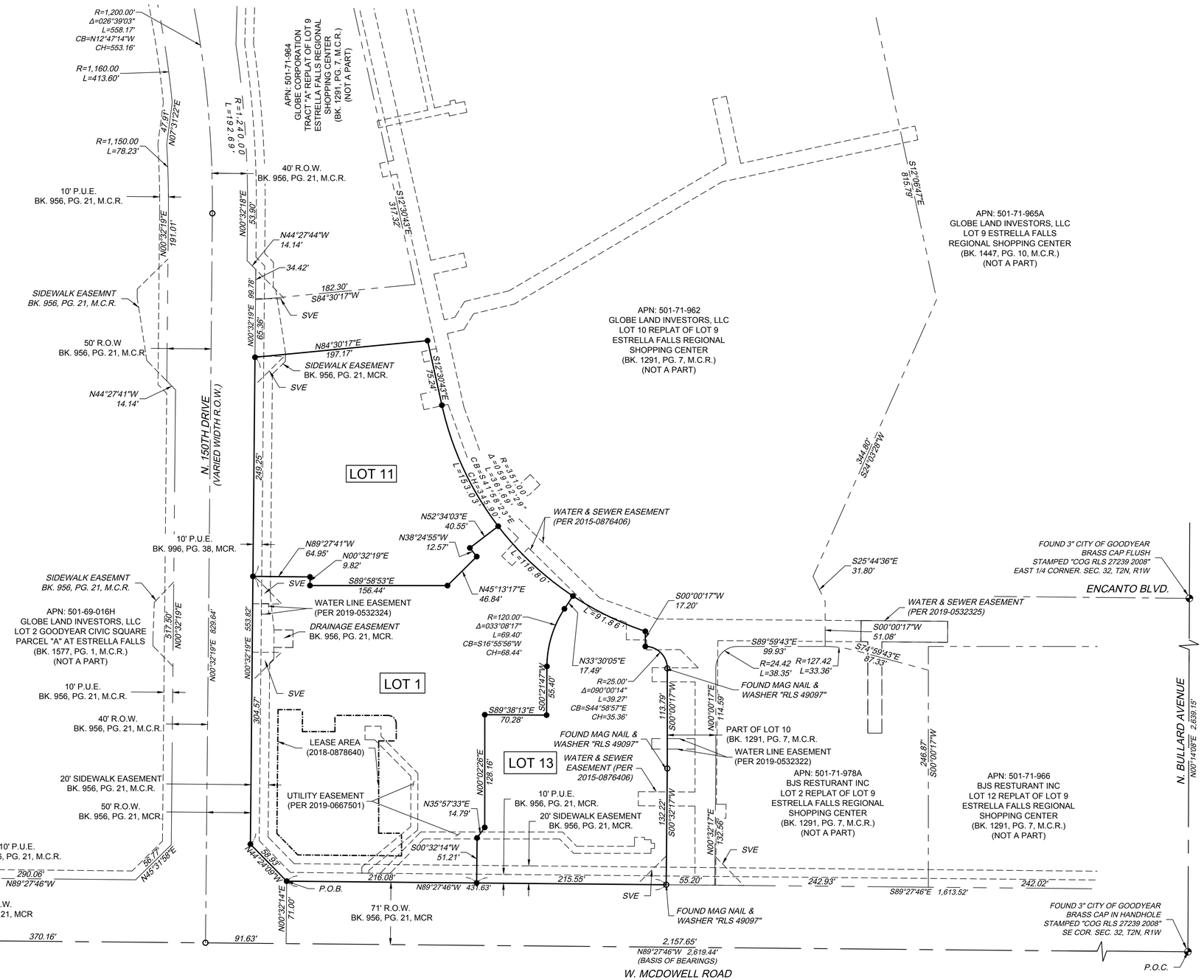
THENCE DEPARTING SAID EASTERLY LINE ALONG THE EASTERLY LINE OF SAID LOT 1, AND ALONG SAID CURVE CONCAVE TO THE SOUTHWEST, AN ARC DISTANCE OF 39.27 FEET TO A POINT MARKING A CORNER OF THIS PLAT;

THENCE SOUTH 00°00'17" WEST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 113.79 FEET TO A POINT MARKING A CORNER OF THIS PLAT;

THENCE SOUTH 00°32'17" WEST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 132.22 FEET TO A POINT ALONG THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY OF MCDOWELL ROAD MARKING A CORNER OF THIS PLAT;

THENCE DEPARTING SAID EASTERLY LINE NORTH 89°27'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, AND ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 431.63 FEET TO THE **POINT OF BEGINNING**;

COMPRISING AN AREA OF 221,186.30 SQUARE FEET OR 5.078 ACRES MORE OR LESS.



olsson
www.olsson.com
TEL 602.748.1000
7878 N. 16th Street, Suite 105
Phoenix, AZ 85020-5282

Registered Land Surveyor
64347
WILLIAM D.
ZIEGLER
Registered in
ARIZONA, U.S.A.
Expires 6/30/2023

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

FINAL PLAT FOR CHEDDAR'S SCRATCH KITCHEN

A PORTION OF SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA | 2021

drawn by: DAB
designed by: DAB
checked by: WDZ
project no.: 021-08399
date: 4.28.2022

SHEET
2 of 2

DWG: C:\Temp\AcPublish_9712\RE-PLAT-CHEDDARS.dwg USER: dberglund
DATE: Apr 28, 2022 5:34pm XREFS: V_XBNDY_CHEDDARS V_XAERIAL_02104186_HARKINS

ITEM #: 6.
DATE: 07/18/2022
AI #:983

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF SILVA TRAILS AT WEST GOODYEAR PHASE 1

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

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OTHER PRESENTER(S):
Mike Gleason, Entellus

SUMMARY

A Final Plat subdividing approximately 87.35 acres into 354 lots and 38 tracts east of the southeast corner of North Citrus Road and West Van Buren Street.

Recommendation

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

STIPULATIONS

1. Prior to recordation of this final plat, right of way needed for Harrison Street that is owned by the City of Goodyear shall be declared as right-of-way and the recording information for the resolution declaring such right-of-way shall be inserted into the final plat; and

2. Prior to recordation of this final plat, owner shall: provide the City of Goodyear with a temporary drainage easement that is lien free, free of all encumbrances unless consented to by the City Engineer or his designee, and in a form approved by the City Attorney or his designee; and such easement shall be recorded in the official records of the Maricopa Recorder and the recording information inserted into the final plat; and

3. 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

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

5. Owner shall remit to the City an in-lieu payment for one-half the cost of a full median and

one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Van Buren Street along or adjacent to the frontage of the Property. The in-lieu payment for the median shall be based on the estimated cost of the full median and full median landscaping as determined by the City Engineer or designee, and it shall be paid prior to the recordation of the first final plat subdividing all or part of the Property; and;

6. Owner is responsible for a proportionate share of the costs of traffic signals at the intersection identified below Owner shall make an in-lieu payment for the cost of traffic signal adjacent to the Property. The in-lieu payment shall be made prior to the recordation of the first final plat subdividing all or part of the Property. The in-lieu payment shall be based on the actual cost of the traffic signal if it has been constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as determined by the City Engineer or designee.
25% of the cost of the full traffic signal (all four legs) at W. Van Buren Street and N. Citrus Road;

7. Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for work within the Property, whichever is earlier.

8. 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, Owner shall remit a cost recovery payment to the City in the amount of $643,174.00 pursuant to the Cost Recovery Resolution of Intention No. 06-1065 as amended by Resolution No. 14-1622 and Resolution No. 16-1748 (the “Cost Recovery Resolution – Wastewater Trunk Lines”) for regional wastewater lines I, J and K that have been fully constructed; and

9. Prior to the recordation of the first final plat subdividing all or part of the Property the Owner shall make a cost recovery payment for its proportionate share of the costs of the Wastewater Line L as identified in the Cost Recovery Resolution – Wastewater Trunk Lines. The amount of the cost recovery payment owed for Wastewater Line L shall be 33.55% of the actual cost of Wastewater Line L up to a maximum of $314,238 if it has been completed and accepted by the city at the time of the payment or if Wastewater Line L has not been completed and accepted by the city at the time of payment, the payment shall be $314,238, which is the amount reflected in the Cost Recovery Resolution – Wastewater Trunk Lines. No building permits for any structures within the Property shall be issued until the cost recovery payment for regional Wastewater Line L has been paid to the City; and

10. Unless the unconstructed portion of regional Water Line C identified in the West Goodyear master water study Resolution of Intention No. 06-1064 as amended by Resolution No 14-1621 and Resolution No. 16-1747 (the “Cost Recovery Resolution – Water Delivery Lines”) as benefitting the Property has been fully constructed or is under construction by others when the first final plat subdividing all or part of the Property is to be recorded, Owner shall be responsible for completing the construction of regional Water Line C and, if owed, for making a cost recovery payment towards the cost of regional Water Line C based on the allocation methodology set forth in Resolution 2016-1747. If a cost recovery payment is owed, it shall be paid prior to the recordation of the first final plat subdividing all or part of the Property, and no building permits for any structures within the Property shall be issued until regional Water Line

C has been substantially completed as determined by the City Engineer or his designee and any cost recovery payment owned herein has been paid to the city; and

11. If regional Water Line C discussed above has been fully constructed or is under construction by others when the first final plat subdividing all or part of the Property is to be recorded, Owner shall make a cost recovery payment for its proportionate share of the cost Water Line C pursuant to the Cost Recovery Resolution – Water Delivery Lines prior to the recordation of the first final plat subdividing all or part of the Property. The amount of the cost recovery payment owed for Water Line C shall be 18.68% of the actual cost of Water Line C up to a maximum of $83,883 if it has been completed and accepted by the city at the time of the payment or if Water Line C has not been completed and accepted by the city at the time of payment, the payment shall be 83,883, which is the amount reflected in the Cost Recovery Resolution – Water Delivery Lines. No building permits for any structures within the Property shall be issued until the cost recovery payment for regional Water Line C discussed herein has been paid to the city.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

On May 24, 2021 the City Council approved the preliminary plat for Silva Trails at West Goodyear, subdividing approximately 138.81 acres into 616 lots and 57 tracts.
On February 22, 2021 the City Council adopted Ordinance No. 2021-1495 approving the R1-4 Reduced with Silva Trails PAD Overlay which designated the parcel for single-family residential.

STAFF ANALYSIS

As set forth in the attached preliminary plat Council Action Report attached hereto, the proposed subdivision reflected in the Final Plat of Silva Trails at West Goodyear Phase 1 is consistent with the General Plan and will not adversely impact the surrounding area. The final plat substantially conforms to the approved preliminary plat and is consistent with the technical requirements of the city's subdivision regulations and engineering standards and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

Attachments

Final Plat of Silva Trails at West Goodyear Phase 1

Aerial Map

Preliminary Plat Council Action Report for Preliminary Plat for Silva Trails at West Goodyear

SILVA TRAILS AT WEST GOODYEAR – PHASE I
FINAL PLAT

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

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOWN ALL MEN BY THESE PRESENTS:

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

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

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

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WASTEWATER AND WATER EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT A INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WASTEWATER AND WATER EASEMENT AREAS"). THE WASTEWATER AND WATER EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER LINES AND APPURTENANCES AND WATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "CITY UTILITY FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER AND WATER EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN CITY UTILITY FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER AND WATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY OF GOODYEAR. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER AND WATER EASEMENT AREAS. THE WASTEWATER AND WATER 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 TRACT A.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITEES NON–EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS B, M, O, P, Q, V, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN, OO, PP, QQ, RR, SS, VV, WW, XX, YY, ZZ, AAA, BBB, CCC, AND DDD AND IN LOTS DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

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

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WASTEWATER LINE AND ACCESS EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT Y AND DDD DESIGNATED AS "SEWER EASEMENT" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WASTEWATER LINE AND ACCESS EASEMENT AREAS"). THE WASTEWATER LINE AND ACCESS EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WASTEWATER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER LINE AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WASTEWATER FACILITIES SHALL BE CONSTRUCTED

DEDICATION CONTINUED...

WITHIN THE WASTEWATER LINE AND ACCESS EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER LINE AND ACCESS EASEMENT AREAS AND THE WASTEWATER LINE AND ACCESS EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. BECAUSE THE WASTEWATER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT–OF–WAY, OWNER AGREES TO INSTALL, MAINTAIN, REPAIR, AND REPLACE, PURSUANT TO PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE, IMPROVEMENTS UPON, OVER AND ACROSS THE WASTEWATER LINE AND ACCESS EASEMENT AREAS AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO WASTEWATER FACILITIES (THE "ACCESS FACILITIES"), AND OWNER SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE WASTEWATER LINE AND ACCESS EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WASTEWATER LINE AND ACCESS EASEMENT AREAS.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO SILVA TRAILS COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION, A 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 NON–ACCESS EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON–ACCESS EASEMENT AREAS.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON–EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, B, M, P, Y, FF, NN, SS, VV, XX, AAA, AND DDD INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM–WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, 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 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 HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS A, B, M, P, Y, FF, NN, SS, VV, XX, AAA, AND DDD.

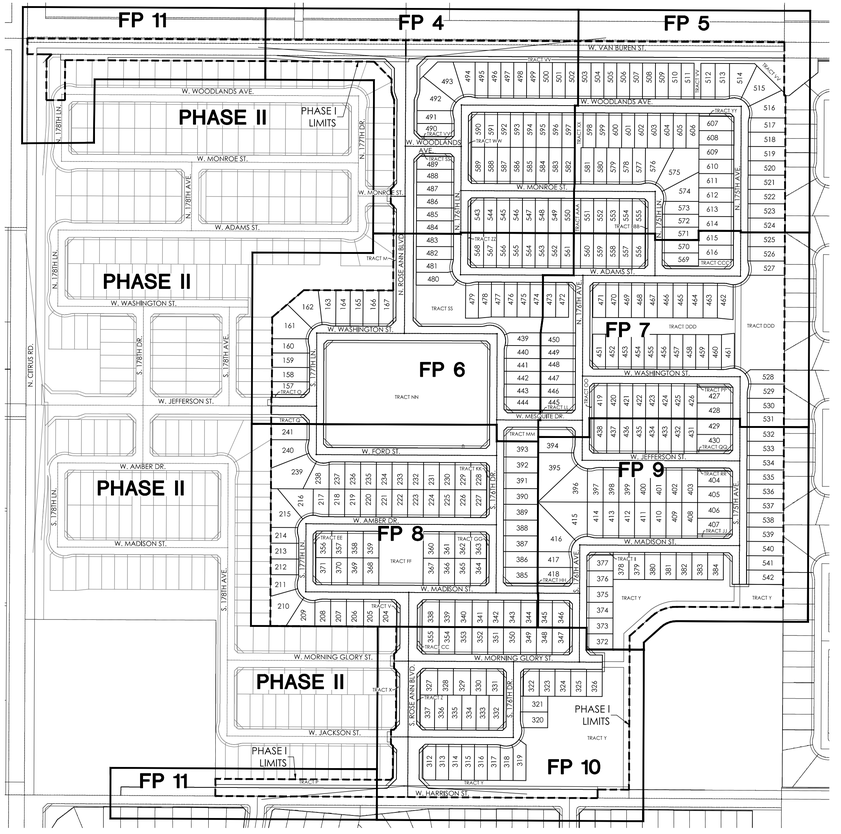
MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY RESERVES, SUBJECT TO THE EASEMENTS GRANTED HEREIN, THE RIGHT TO CONSTRUCT, REPAIR, REPLACE AND MAINTAIN NON–POTABLE OR IRRIGATION PIPELINES WITHIN THE PUBLIC UTILITY EASEMENTS, PRIVATE STREETS, AND TRACTS FOR THE BENEFIT OF OWNER AND SILVA TRAILS COMMUNITY ASSOCIATION AND ITS MEMBERS. SAID RIGHTS SHALL BE SUBJECT TO TERMS OF ANY FUTURE AGREEMENT BETWEEN OWNER AND CITY CONCERNING SAID PUBLIC UTILITY EASEMENTS, PRIVATE STREETS, AND TRACTS, CONSTRUCTION, REPAIR, REPLACEMENT, AND MAINTAINED OF NON– POTABLE OR IRRIGATION PIPELINES SHALL REQUIRE APPROVED CONSTRUCTION PLANS AND PERMITS FROM THE CITY OF GOODYEAR, NOT TO BE REASONABLY WITHHELD.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION ("OWNER") HEREBY DECLARES ALL TRACTS 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 SILVA TRAILS COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION AND, SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, CONVEYS TO SILVA TRAILS COMMUNITY ASSOCIATION, AN ARIZONA NON–PROFIT CORPORATION ALL TRACTS WITHIN THIS FINAL PLAT FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

IN WITNESS WHEREOF, MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, 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 _____, 2022.

MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION

BY: _____
TROY M. HILL
ITS VICE PRESIDENT OF ENTITLEMENTS



ACKNOWLEDGEMENT OF DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS _____ DAY OF_____, 2022, BY _____, THE _____ OF MERITAGE HOMES OF ARIZONA, INC., AN ARIZONA CORPORATION, ON THEIR BEHALF.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

HOMEOWNER'S ASSOCIATION RATIFICATION AND CONSENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

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

IN WITNESS WHEREOF, THE SILVA TRAILS COMMUNITY ASSOCIATION, HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER
THIS _____ DAY OF _____, 2022.

THE SILVA TRAILS COMMUNITY ASSOCIATION

BY: _____

ITS: _____

HOMEOWNER'S ASSOCIATION

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

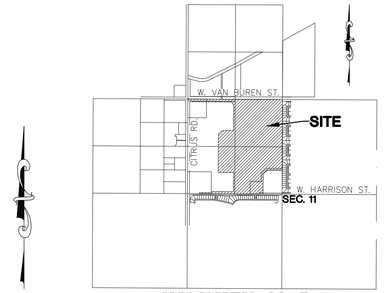
ACKNOWLEDGEMENT OF RATIFICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS _____ DAY OF_____, 2022, BY _____, THE _____ OF THE SILVA TRAILS COMMUNITY ASSOCIATION, ON THEIR BEHALF.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



N.T.S.

VICINITY MAP
N.T.S.

SITE DATA

DESCRIPTION	SQUARE FEET	ACRES
GROSS AREA	3,805,335.10	87.3585
NET AREA	3,688,803.01	84.6833
LOT SIZE (MIN)	45'x 120' / 50' x 120' / 55' x 90'	
TOTAL LOTS	354	
GROSS DENSITY	4.05 DU/AC	
OPEN SPACE	761,996.92	17.4930
% OF GROSS DENSITY	20.02%	
EXISTING ZONING	P.A.D.	
PROPOSED ZONING	R1–4 REDUCED	

UTILITY PROVIDERS

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

SHEET INDEX

1	COVER SHEET
2	LEGAL & NOTES
3	DETAILS
4–11	PLAT PLAN SHEET

CERTIFICATE OF ASSURED WATER SUPPLY

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

FLOOD ZONE DESIGNATION

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

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, ON THE _____ DAY OF _____ , 2022.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

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

_____ _____
CITY ENGINEER (SUMEET MOHAN) DATE

CERTIFICATION

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

_____
REGISTERED LAND SURVEYOR SIGNATURE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G. FRANCETIC
Date Signed 08/10/20
ARIZONA U.S.A.

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

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

Entellus™
3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.8968
Fax 602.244.8947
Website: www.entellus.com

SURVEYOR:

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G. FRANCETIC
Date Signed 08/10/20
ARIZONA U.S.A.

VERSIONS:

	DATE	DESCRIPTION
X		
1	5/25/21	INITIAL SUBMITTAL TO CITY OF GOODYEAR
2	10/01/21	2ND SUBMITTAL TO CITY OF GOODYEAR
3	5/13/22	3RD SUBMITTAL TO CITY OF GOODYEAR
4	6/20/22	4TH SUBMITTAL TO CITY OF GOODYEAR

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

FINAL PLAT COVER

DESIGN:	JME
DRAFTED:	JME
QA/QC:	DGF
AS–BUILT #:	----
ENT. PROJ #:	728004A
SHEET:	FP 1 OF: 11

LEGAL DESCRIPTION

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

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

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

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

THENCE ALONG SAID EXISTING SOUTH RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 42 MINUTES 39 SECONDS EAST A DISTANCE OF 1,205.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER;

THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 13 MINUTES 30 SECONDS EAST A DISTANCE OF 55.00 FEET TO THE WEST SIXTEENTH CORNER COMMON TO SAID SECTION 11 AND SECTION 2;

THENCE ALONG SAID NORTH SECTION LINE, SOUTH 89 DEGREES 42 MINUTES 39 SECONDS EAST A DISTANCE OF 1,322.11 FEET TO A FOUND MARICOPA COUNTY HIGHWAY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HAND HOLE BEING THE NORTH QUARTER CORNER OF SAID SECTION 11;

THENCE ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 11, SOUTH 00 DEGREES 13 MINUTES 09 SECONDS WEST A DISTANCE OF 185.89 FEET TO THE NORTHWEST CORNER OF TRACT I OF "CANYON TRAILS UNIT 4 WEST PARCEL 2A" AS DESCRIBED IN THE MCR BOOK 799 OF MAPS, PAGE 46;

THENCE ALONG THE NORTH LINE OF SAID TRACT I, SOUTH 89 DEGREES 23 MINUTES 54 SECONDS EAST A DISTANCE OF 4.89 FEET TO THE NORTHEAST CORNER OF SAID TRACT I;

THENCE ALONG THE EAST LINE OF SAID TRACT I, AS WELL AS THE EAST LINES OF TRACT K OF "CANYON TRAILS UNIT 4 WEST PARCEL A1" AS DESCRIBED IN THE MCR BOOK 761 OF MAPS, PAGE 43, AND TRACT H OF "CANYON TRAILS UNIT 4 WEST PARCEL B1" AS DESCRIBED IN THE MCR BOOK 761 OF MAPS, PAGE 45, SOUTH 00 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 1,788.68 FEET TO A POINT OF INTERSECTION OF THE SAID EAST LINE OF SAID TRACT H AND THE PROLONGATION OF THE NORTH LINE OF LOT 1 OF "ODYSSEY CHARTER" AS DESCRIBED IN MCR BOOK 1085 OF MAPS, PAGE 3;

THENCE ALONG SAID NORTH LINE OF LOT 1 AND ITS PROLONGATION, NORTH 89 DEGREES 41 MINUTES 01 SECONDS WEST A DISTANCE OF 371.11 FEET TO A POINT ON A TANGENT CURVE TO THE LEFT BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 130.00 FEET;

THENCE CONTINUING ALONG SAID NORTH LINE OF LOT 1 AND ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 58 MINUTES 45 SECONDS AN ARC DISTANCE OF 95.25 FEET TO A POINT;

THENCE CONTINUING ALONG SAID NORTH LINE OF LOT 1, SOUTH 48 DEGREES 20 MINUTES 14 SECONDS WEST A DISTANCE OF 103.88 FEET TO THE NORTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE WEST LINE OF SAID LOT 1, SOUTH 00 DEGREES 13 MINUTES 42 SECONDS WEST A DISTANCE OF 537.16 FEET TO A POINT ON THE NORTH LINE OF THE 30.00-FOOT PARCEL EXCEPTION AS DESCRIBED IN THE MCR DOCUMENT NO. 2012- 0063854 AND DOCUMENT NO. 2011-0538926;

THENCE ALONG SAID NORTH EXCEPTION LINE, NORTH 89 DEGREES 41 MINUTES 01 SECONDS WEST A DISTANCE OF 109.64 FEET TO A POINT ON THE WEST LINE OF SAID 30.00-FOOT EXCEPTION;

THENCE ALONG SAID WEST EXCEPTION LINE, SOUTH 00 DEGREES 13 MINUTES 09 SECONDS WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 11;

THENCE ALONG SAID EAST-WEST MID-SECTION LINE, NORTH 89 DEGREES 41 MINUTES 01 SECONDS WEST A DISTANCE OF 1,335.42 FEET TO A POINT ON A LINE PARALLEL WITH AND 667.00 FEET DISTANT FROM THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 13 MINUTES 52 SECONDS EAST A DISTANCE OF 60.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 60.00 FEET DISTANT FROM THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 11;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, SOUTH 89 DEGREES 41 MINUTES 01 SECONDS EAST A DISTANCE OF 612.39 FEET TO A POINT;

THENCE NORTH 45 DEGREES 18 MINUTES 59 SECONDS EAST A DISTANCE OF 10.10 FEET TO A POINT;

THENCE NORTH 00 DEGREES 18 MINUTES 59 SECONDS EAST A DISTANCE OF 110.86 FEET TO A POINT;

THENCE NORTH 44 DEGREES 41 MINUTES 01 SECONDS WEST A DISTANCE OF 9.90 FEET TO A POINT;

THENCE NORTH 00 DEGREES 18 MINUTES 59 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 41 MINUTES 01 SECONDS EAST A DISTANCE OF 9.58 FEET TO A POINT;

THENCE NORTH 45 DEGREES 18 MINUTES 59 SECONDS EAST A DISTANCE OF 10.78 FEET TO A POINT;

THENCE NORTH 00 DEGREES 18 MINUTES 59 SECONDS EAST A DISTANCE OF 199.75 FEET TO A POINT;

THENCE NORTH 44 DEGREES 41 MINUTES 01 SECONDS WEST A DISTANCE OF 10.78 FEET TO A POINT;

THENCE NORTH 00 DEGREES 18 MINUTES 59 EAST A DISTANCE OF 50.00 FEET TO A POINT;

THENCE NORTH 45 DEGREES 18 MINUTES 59 SECONDS EAST A DISTANCE OF 10.23 FEET TO A POINT;

THENCE NORTH 00 DEGREES 18 MINUTES 59 SECONDS EAST A DISTANCE OF 87.77 FEET TO A POINT ON A LINE PARALLEL WITH AND 595.00 FEET DISTANT FROM THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 11;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 89 DEGREES 41 MINUTES 01 SECOND WEST A DISTANCE OF 440.14 FEET TO A POINT ON A LINE PARALLEL WITH AND 857.00 FEET DISTANT FROM THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 00 DEGREES 13 MINUTES 52 SECONDS EAST A DISTANCE OF 798.93 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 46 MINUTES 08 SECONDS EAST A DISTANCE OF 2.03 FEET TO A POINT ON A LINE PARALLEL WITH AND 859.03 FEET DISTANT FROM THE SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 00 DEGREES 13 MINUTES 52 SECONDS EAST A DISTANCE OF 280.00 FEET TO A POINT;

THENCE NORTH 49 DEGREES 27 MINUTES 16 SECONDS EAST A DISTANCE OF 145.81 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 46 MINUTES 51 SECONDS EAST A DISTANCE OF 311.84 FEET TO A POINT;

THENCE NORTH 00 DEGREES 17 MINUTES 14 SECONDS EAST A DISTANCE OF 294.05 FEET TO A POINT;

THENCE NORTH 44 DEGREES 42 MINUTES 46 SECONDS WEST A DISTANCE OF 14.14 FEET TO A POINT;

THENCE NORTH 00 DEGREES 17 MINUTES 14 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT;

THENCE NORTH 45 DEGREES 17 MINUTES 14 SECONDS EAST A DISTANCE OF 14.14 FEET TO A POINT;

THENCE NORTH 00 DEGREES 17 MINUTES 14 SECONDS EAST A DISTANCE OF 301.62 FEET TO A POINT;

THENCE NORTH 19 DEGREES 42 MINUTES 46 SECONDS WEST A DISTANCE OF 19.72 FEET TO A POINT ON A TANGENT CURVE TO THE RIGHT BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 47.00 FEET;

LEGAL DESCRIPTION CONT...

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

THENCE NORTH 00 DEGREES 17 MINUTES 14 SECONDS EAST A DISTANCE OF 37.52 FEET TO A POINT;

THENCE NORTH 44 DEGREES 42 MINUTES 42 SECONDS WEST A DISTANCE OF 86.70 FEET TO A POINT ON A LINE PARALLEL WITH AND 75.00 FEET DISTANT FROM THE NORTH LINE OF SECTION 11;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 89 DEGREES 42 MINUTES 39 SECONDS WEST A DISTANCE OF 1,094.84 FEET TO A POINT;

THENCE NORTH 00 DEGREES 17 MINUTES 21 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 3,805,335.10 SQUARE FEET, OR 87.3585 ACRES, MORE OR LESS.

BENCHMARKS

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

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

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

BASIS OF BEARINGS

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

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

OWNER/DEVELOPER

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

CIVIL ENGINEER

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

LAND SURVEYOR

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

NOTES

1. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.
2. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
3. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED AND NO VEGETATION SHALL BE PLANTED OR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
4. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
   A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE, BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT ON ALL CRACKS AND JOINTS AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
   D. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   E. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
5. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
   A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING INSECT AND PEST CONTROL, RESEEDING, REPLACEMENT AND ALL OTHER MEASURES TO ENSURE GOOD NORMAL GROWTH.
   D. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND IS AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2 INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2 INCHES.
   E. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREAS SHALL BE ALIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
   F. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.
6. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF 3 FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 7 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.
7. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORM WATER MANAGEMENT ON A PROPERTY.
8. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.
9. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND FROM THE PROPOSED LOOP 303.
10. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
11. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND. (EXCEPTIONS WILL BE NOTED).
12. ALL LOT CORNERS SHALL BE MONUMENTED WITH HALF-INCH REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
13. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
14. THE STREETS IN TRACT A ARE PRIVATE STREETS, TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA). AFTER HIS PLAT IS RECORDED, THE CITY OF GOODYEAR WILL NOT ACCEPT DEDICATION OF THE STREET MAINTENANCE RESPONSIBILITIES UNLESS ALL STREET IMPROVEMENTS AND RIGHT-OF-WAY MEET CURRENT APPLICABLE CITY STANDARDS.
15. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOA.
16. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT AND/OR PUE.
17. ALL CORNER LOTS AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES. (157, 167, 204, 227, 228, 241, 312, 322, 327, 331, 332, 337, 338, 346, 347, 355, 356, 363, 364, 371, 372, 377, 384, 385, 393, 394, 404, 407, 418, 419, 427, 430, 438, 444, 445, 451, 471, 472, 489, 490, 543, 555, 556, 568, 569, 589, 590, 607 & 616). NOTED WITH AN "*"
18. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION. (LOTS 157, 167, 204, 227, 228, 241, 312, 322, 327, 331, 332, 337, 338, 346, 347, 355, 356, 363, 364, 371, 372, 377, 384, 385, 393, 394, 404, 407, 418, 419, 427, 430, 438, 444, 445, 451, 471, 472, 489, 490, 543, 555, 556, 568, 569, 589, 590, 607 & 616). NOTED WITH A "$"
19. AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS. (325, 342, 350, 375, 388, 392, 447, 467, 487, 534, 540, & 560). NOTED WITH AN "* *"
20. ALL ONSITE AND OFFSITE INFRASTRUCTURE IMPROVEMENTS THAT WILL SERVE THE PROPERTY SHALL BE CONSTRUCTED PURSUANT TO THE APPROVED PLANS IN ONE PHASE.

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

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

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

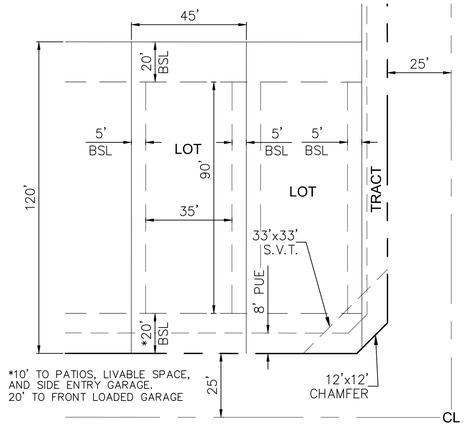
VERSIONS:

X	DATE	DESCRIPTION
1	5/25/21	INITIAL SUBMITTAL TO CITY OF GOODYEAR
2	10/01/21	2ND SUBMITTAL TO CITY OF GOODYEAR
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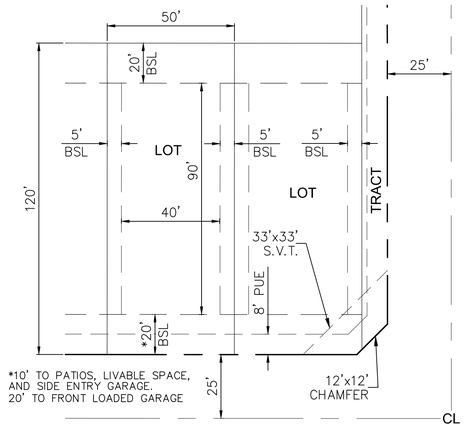
MERITAGE HOMES
SILVA TRAILS AT WEST GOODYEAR - PHASE I
GOODYEAR, AZ 85042

FINAL PLAT LEGAL AND NOTES

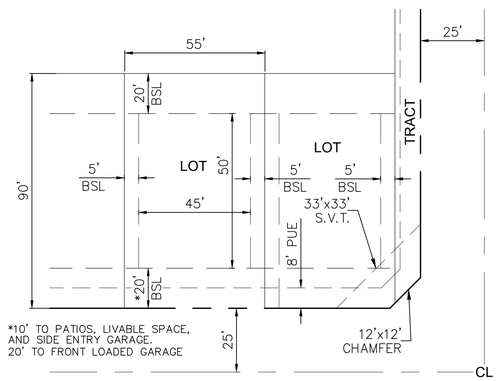
DESIGN:	JME
DRAFTED:	JME
QA/QC:	DGF
AS-BUILT #:	----
ENT. PROJ #:	728004A
SHEET:	FP 2 OF 11



45' x 120' LOT DETAIL
N.T.S.



50' x 120' LOT DETAIL
N.T.S.



55' x 90' LOT DETAIL
N.T.S.

TRACT AREA TABLE

TRACT	AREA(SF)	AREA(AC)	USE	OWNER/MAINTENANCE
TRACT A	789512.01	18.1247	PRIVATE ROADWAY TRACT, DRAINAGE, EMERGENCY AND GOVERNMENT SERVICE ACCESS, TRASH COLLECTION, CITY UTILITIES (PASSIVE)	S.T.C.A.
TRACT B	25615.81	0.5881	LANDSCAPE, DRAINAGE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT M	3990.49	0.0916	LANDSCAPE, DRAINAGE, OPEN SPACE, PUE (ACTIVE)	S.T.C.A.
TRACT O	1160.00	0.0266	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT P	19905.85	0.4570	LANDSCAPE, DRAINAGE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT Q	4157.59	0.0954	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT V	2078.49	0.0477	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT X	2318.67	0.0532	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT Y	209865.94	4.8179	LANDSCAPE, DRAINAGE, OPEN SPACE, PUE, SEWER ESMT. (PASSIVE)	S.T.C.A.
TRACT Z	2288.99	0.0525	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT AA	2010.00	0.0461	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT BB	880.00	0.0202	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT CC	2782.05	0.0639	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT DD	1760.00	0.0404	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT EE	1740.00	0.0399	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT FF	29087.15	0.6677	LANDSCAPE, DRAINAGE, OPEN SPACE, PUE (ACTIVE)	S.T.C.A.
TRACT GG	1740.00	0.0399	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT HH	2276.90	0.0523	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT II	850.00	0.0195	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT JJ	1758.00	0.0404	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT KK	1780.00	0.0409	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT LL	2350.00	0.0539	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT MM	10191.70	0.2340	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT NN	217123.28	4.9845	LANDSCAPE, WATER METER, DRAINAGE, OPEN SPACE, PUE (ACTIVE)	S.T.C.A.
TRACT OO	3654.80	0.0839	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT PP	1428.00	0.0328	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT QQ	1428.00	0.0328	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT RR	1270.50	0.0292	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT SS	53230.07	1.2220	LANDSCAPE, DRAINAGE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT VV	38995.69	0.8952	LANDSCAPE, DRAINAGE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT WW	2739.60	0.0629	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT XX	6293.71	0.1445	LANDSCAPE, DRAINAGE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT YY	1150.00	0.0264	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT ZZ	2300.00	0.0528	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT AAA	5781.25	0.1327	LANDSCAPE, DRAINAGE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT BBB	2300.00	0.0528	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT CCC	5144.94	0.1181	LANDSCAPE, OPEN SPACE, PUE (PASSIVE)	S.T.C.A.
TRACT DDD	88569.28	2.0333	LANDSCAPE, DRAINAGE, OPEN SPACE, PUE, SEWER ESMT. (ACTIVE)	S.T.C.A.
TOTAL	1551508.77	35.6177		

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

BOUNDARY AREA TABLE		
BDRY	AREA(SF)	AREA(AC)
PH I BDRY	3805335.10	87.3585

COG RIGHT-OF-WAY TABLE			
R/W	AREA(SF)	AREA(AC)	USE
COG R/W	116531.05	2.6752	PUBLIC ROADS

LEGEND

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

Entellus™
3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Phone 602.244.8574
Fax 602.244.8947
Website: www.entellus.com

SURVEYOR:

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G. FRANCETIC
Not Valid w/o Original Seal
ARIZONA, U.S.A.

VERSIONS:

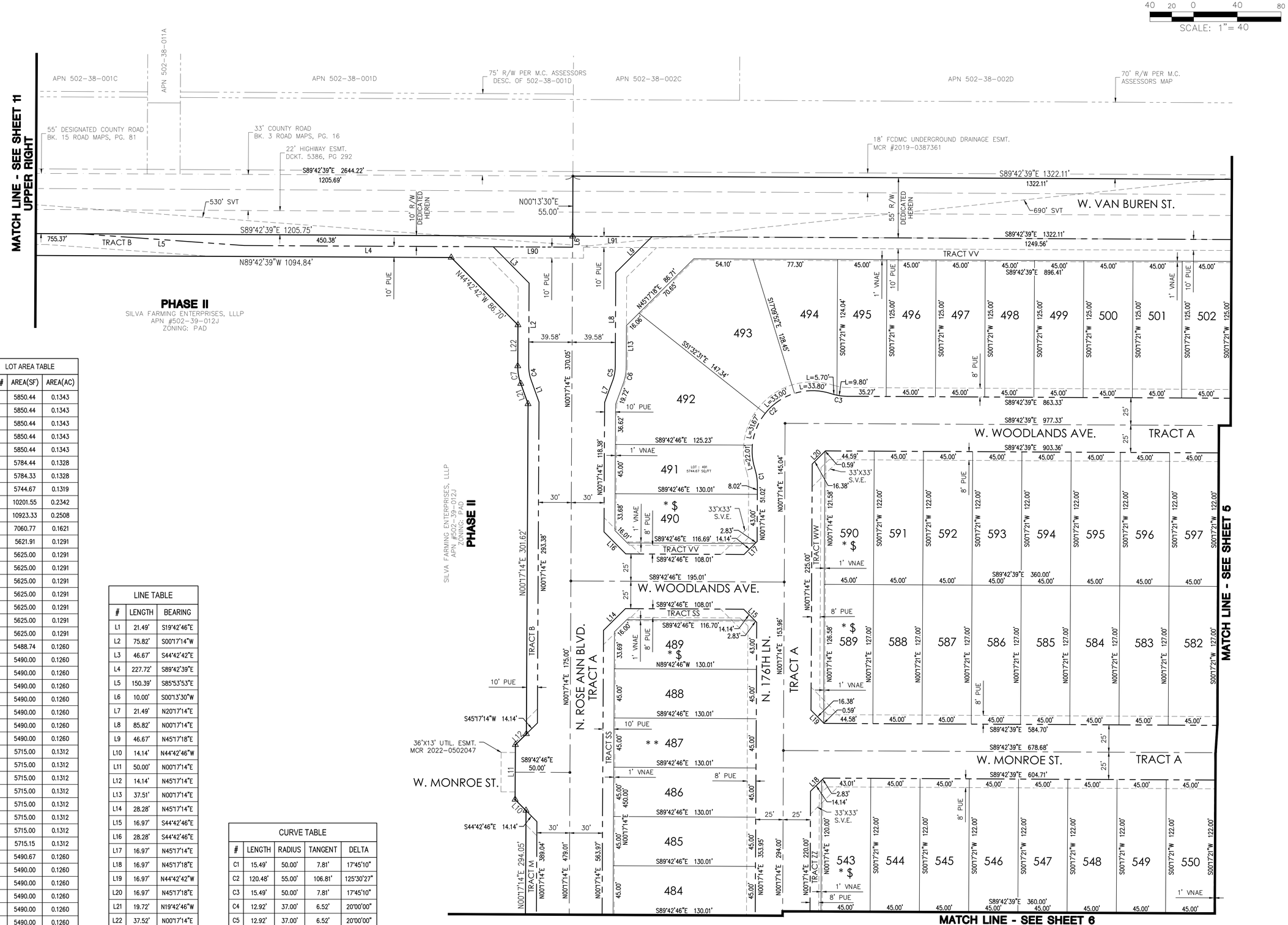
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MERITAGE HOMES
SILVA TRAILS AT WEST GOODYEAR - PHASE I
GOODYEAR, AZ 85042

FINAL PLAT DETAILS

Call at least two full working days before you begin excavation.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

DESIGN:	JME
DRAFTED:	JME
QA/QC:	DGF
AS–BUILT #:	----
ENT. PROJ #:	728004A
SHEET: FP	3 OF: 11



LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
484	5850.44	0.1343
485	5850.44	0.1343
486	5850.44	0.1343
487	5850.44	0.1343
488	5850.44	0.1343
489	5784.44	0.1328
490	5784.33	0.1328
491	5744.67	0.1319
492	10201.55	0.2342
493	10923.33	0.2508
494	7060.77	0.1621
495	5621.91	0.1291
496	5625.00	0.1291
497	5625.00	0.1291
498	5625.00	0.1291
499	5625.00	0.1291
500	5625.00	0.1291
501	5625.00	0.1291
502	5625.00	0.1291
543	5488.74	0.1260
544	5490.00	0.1260
545	5490.00	0.1260
546	5490.00	0.1260
547	5490.00	0.1260
548	5490.00	0.1260
549	5490.00	0.1260
550	5490.00	0.1260
582	5715.00	0.1312
583	5715.00	0.1312
584	5715.00	0.1312
585	5715.00	0.1312
586	5715.00	0.1312
587	5715.00	0.1312
588	5715.00	0.1312
589	5715.15	0.1312
590	5490.67	0.1260
591	5490.00	0.1260
592	5490.00	0.1260
593	5490.00	0.1260
594	5490.00	0.1260
595	5490.00	0.1260
596	5490.00	0.1260
597	5490.00	0.1260

LINE TABLE		
#	LENGTH	BEARING
L1	21.49'	S19°42'46"E
L2	75.82'	S00°17'14"W
L3	46.67'	S44°42'42"E
L4	227.72'	S89°42'39"E
L5	150.39'	S85°53'53"E
L6	10.00'	S00°13'30"W
L7	21.49'	N20°17'14"E
L8	85.82'	N00°17'14"E
L9	46.67'	N45°17'18"E
L10	14.14'	N44°42'46"W
L11	50.00'	N00°17'14"E
L12	14.14'	N45°17'14"E
L13	37.51'	N00°17'14"E
L14	28.28'	N45°17'14"E
L15	16.97'	S44°42'46"E
L16	28.28'	S44°42'46"E
L17	16.97'	N45°17'14"E
L18	16.97'	N45°17'18"E
L19	16.97'	N44°42'42"W
L20	16.97'	N45°17'18"E
L21	19.72'	N19°42'46"W
L22	37.52'	N00°17'14"E
L90	72.61'	S89°42'39"E
L91	72.56'	S89°42'39"E

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C1	15.49'	50.00'	7.81'	17°45'10"
C2	120.48'	55.00'	106.81'	125°30'27"
C3	15.49'	50.00'	7.81'	17°45'10"
C4	12.92'	37.00'	6.52'	20°00'00"
C5	12.92'	37.00'	6.52'	20°00'00"
C6	16.41'	47.00'	8.29'	20°00'00"
C7	16.41'	47.00'	8.29'	20°00'00"

Entellus™
3033 N. 44th Street, Suite 250
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Website: www.entellus.com

SURVEYOR:

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G. FRANCETIC
Date Signed 06/20/22
ARIZONA, U.S.A.

VERSIONS:

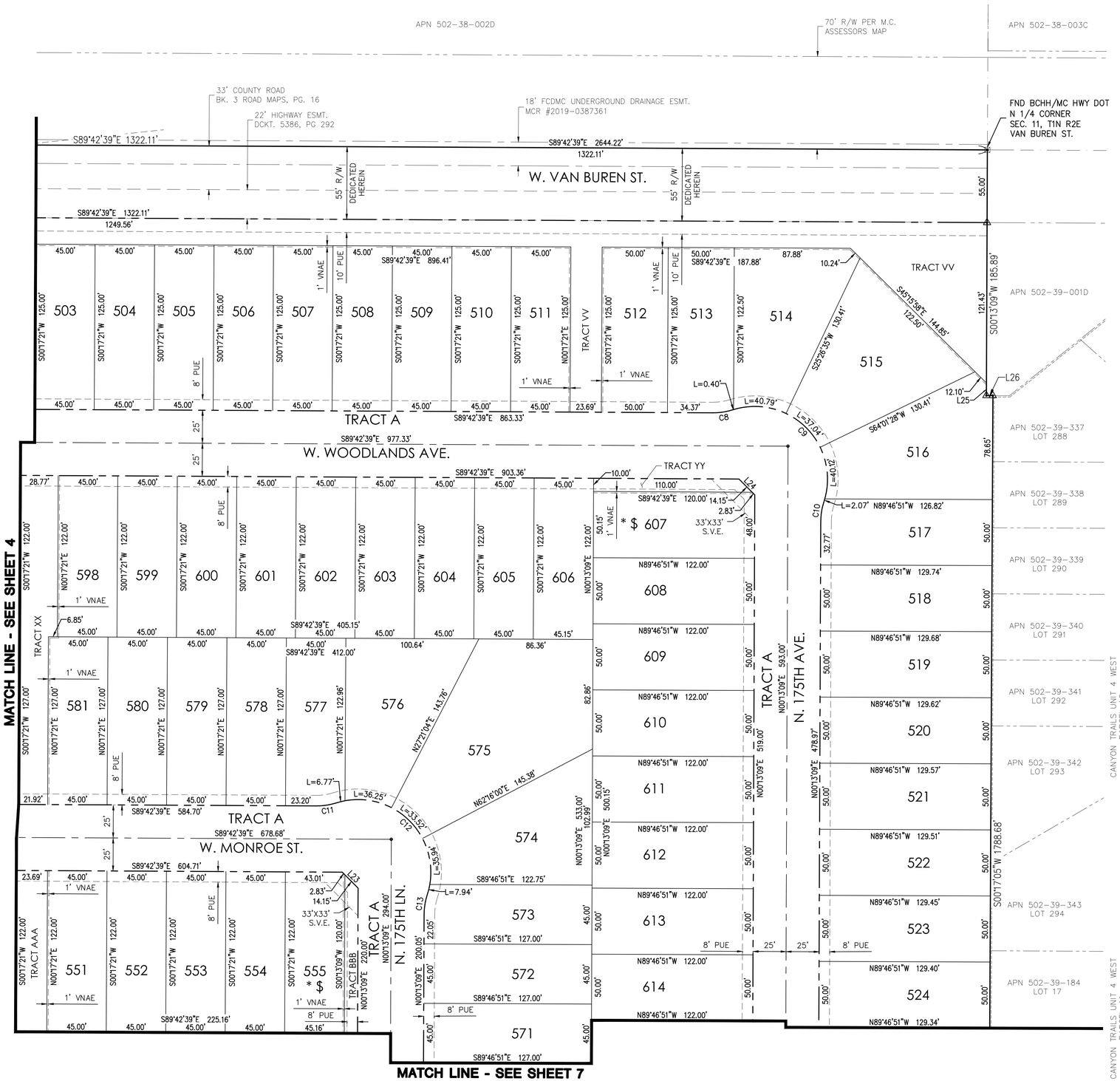
X	DATE	DESCRIPTION
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MERITAGE HOMES
SILVA TRAILS AT WEST GOODYEAR - PHASE I
GOODYEAR, AZ 85042

FINAL PLAT

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

DESIGN:	JME
DRAFTED:	JME
QA/QC:	DGF
AS-BUILT #:	----
ENT. PROJ #:	728004A
SHEET:	FP 4 OF: 11



40 20 0 40 80
SCALE: 1"= 40

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
503	5625.00	0.1291
504	5625.00	0.1291
505	5625.00	0.1291
506	5625.00	0.1291
507	5625.00	0.1291
508	5625.00	0.1291
509	5625.00	0.1291
510	5625.00	0.1291
511	5625.00	0.1291
512	6250.00	0.1435
513	6237.08	0.1432
514	8468.16	0.1944
515	9700.67	0.2227
516	8951.60	0.2055
517	6471.08	0.1486
518	6485.53	0.1489
519	6482.67	0.1488
520	6479.81	0.1488
521	6476.95	0.1487
522	6474.08	0.1486
523	6471.22	0.1486
524	6468.36	0.1485
551	5490.02	0.1260
552	5490.00	0.1260
553	5490.00	0.1260
554	5490.00	0.1260
555	5498.45	0.1262
571	5715.00	0.1312
572	5715.00	0.1312
573	5676.71	0.1303
574	8682.16	0.1993
575	14053.89	0.3226
576	8537.90	0.1960
577	5681.49	0.1304
578	5715.00	0.1312
579	5715.00	0.1312
580	5715.00	0.1312
581	5715.00	0.1312
598	5490.00	0.1260
599	5490.00	0.1260
600	5490.00	0.1260
601	5490.00	0.1260
602	5490.00	0.1260
603	5490.00	0.1260
604	5490.00	0.1260
605	5490.00	0.1260
606	5499.10	0.1262
607	6107.11	0.1402
608	6100.00	0.1400
609	6100.00	0.1400
610	6100.00	0.1400
611	6100.00	0.1400
612	6100.00	0.1400
613	6100.00	0.1400
614	6100.00	0.1400

LINE TABLE		
#	LENGTH	BEARING
L23	16.98'	S44°44'45"E
L24	16.98'	S44°44'45"E
L25	9.46'	N00°13'09"E
L26	4.89'	S89°23'54"E

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C8	15.49'	50.00'	7.81'	17°45'10"
C9	120.41'	55.00'	106.64'	125°26'08"
C10	15.49'	50.00'	7.81'	17°45'10"
C11	15.49'	50.00'	7.81'	17°45'10"
C12	120.41'	55.00'	106.64'	125°26'08"
C13	15.49'	50.00'	7.81'	17°45'10"

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

VERSIONS:

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

FINAL PLAT

DESIGN:	JME
DRAFTED:	JME
QA/QC:	DGF
AS-BUILT #:	— — — —
ENT. PROJ #:	728004A
SHEET:	FP 5 OF: 11

40 20 0 40 80
SCALE: 1"= 40

MATCH LINE - SEE SHEET 4

SILVA FARMING ENTERPRISES, LLLP
APN #502-39-012J
ZONING: PAD
PHASE II

SILVA FARMING ENTERPRISES, LLLP
APN #502-39-010E
ZONING: PAD

TRACT M

TRACT A
N. ROSE ANN BLVD.

TRACT SS

TRACT A
N. 176TH LN.

TRACT A
S. 177TH LN.

TRACT A
S. 176TH DR.

TRACT A
W. ADAMS ST.

TRACT A
W. WASHINGTON ST.

TRACT A
W. JEFFERSON ST.

TRACT A
W. MESQUITE DR.

TRACT NN

TRACT O

TRACT Q

TRACT LL

TRACT MM

20'X13' WATER ESMT.
MCR 2022-0502045

MATCH LINE - SEE SHEET 7

MATCH LINE - SEE SHEET 8

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
157	5845.00	0.1342
158	6550.00	0.1504
159	6550.00	0.1504
160	6445.20	0.1480
161	11645.59	0.2673
162	10145.95	0.2329
163	6707.08	0.1540
164	6250.00	0.1435
165	5625.00	0.1291
166	6875.00	0.1578
167	6209.29	0.1425
439	5494.34	0.1261
440	5700.91	0.1309
441	5715.00	0.1312
442	5715.00	0.1312
443	5715.00	0.1312
444	5713.00	0.1312
474	5490.00	0.1260
475	5490.00	0.1260
476	5490.00	0.1260
477	5490.00	0.1260
478	5592.59	0.1284
479	5580.19	0.1281
480	6157.01	0.1413
481	5663.74	0.1300
482	5850.22	0.1343
483	5850.44	0.1343
561	5490.00	0.1260
562	5490.00	0.1260
563	5490.00	0.1260
564	5490.00	0.1260
565	5490.00	0.1260
566	5490.00	0.1260
567	5490.00	0.1260
568	5488.22	0.1260

LINE TABLE			
#	LENGTH	BEARING
L27	28.30'	N45°15'11"E
L28	28.27'	S44°44'49"E
L29	28.28'	N44°46'08"W
L30	28.28'	N45°13'52"E
L31	16.97'	N45°13'09"E
L32	16.97'	N44°46'51"W
L33	16.97'	N45°13'30"E
L34	16.97'	S44°46'51"E
L70	16.97'	S44°42'42"E

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C16	15.49'	50.00'	7.81'	17°45'10"
C17	120.47'	55.00'	106.77'	125°29'37"
C18	15.49'	50.00'	7.81'	17°45'10"
C19	15.49'	50.00'	7.81'	17°45'10"
C20	120.48'	55.00'	106.80'	125°30'20"
C21	15.49'	50.00'	7.81'	17°45'10"
C57	15.49'	50.00'	7.81'	17°45'10"
C58	120.47'	55.00'	106.80'	125°30'13"
C59	15.49'	50.00'	7.81'	17°45'10"

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SURVEYOR:
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G. FRANCETIC
Expires 09/30/23
ARIZONA, U.S.A.

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

FINAL PLAT

DESIGN:	JME
DRAFTED:	JME
QA/QC:	DGF
AS-BUILT #:	----
ENT. PROJ #:	728004A
SHEET:	FP 6 OF 11

SCALE: 1"= 40

MATCH LINE - SEE SHEET 5

MATCH LINE - SEE SHEET 6

MATCH LINE - SEE SHEET 9

W. ADAMS ST.

W. WASHINGTON ST. TRACT A

W. MESQUITE DR.

N. 175TH LN.

N. 175TH AVE.

N. 176TH AVE.

S. 175TH AVE.

S. 176TH AVE.

TRACT A

TRACT AAA

TRACT BBB

TRACT CCC

TRACT DDD

TRACT SS

TRACT OO

TRACT PP

TRACT LL

TRACT MM

20' SEWER EASEMENT

APN 502-39-184 LOT 17

APN 502-39-185 LOT 18

APN 502-39-186 LOT 19

APN 502-39-187 LOT 20

APN 502-39-188 LOT 21

APN 502-39-189 LOT 22

APN 502-39-190 LOT 23

APN 502-39-191 LOT 24

APN 502-39-216 LOT 49

APN 502-39-217 LOT 50

APN 502-39-218 LOT 51

CANYON TRAILS UNIT 4 WEST PARCEL 1A MCR BOOK 761 MAPS, P. 43

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
419	5490.00	0.1260
420	5490.00	0.1260
421	5490.00	0.1260
422	5490.00	0.1260
423	5490.00	0.1260
424	5490.00	0.1260
425	5490.00	0.1260
426	5490.00	0.1260
427	6875.00	0.1578
428	6875.00	0.1578
445	5488.00	0.1260
446	5490.00	0.1260
447	5490.00	0.1260
448	5490.00	0.1260
449	5490.00	0.1260
450	5490.00	0.1260
451	5488.00	0.1260
452	5490.00	0.1260
453	5490.00	0.1260
454	5490.00	0.1260
455	5490.00	0.1260
456	5490.00	0.1260
457	5490.00	0.1260
458	5490.00	0.1260
459	5490.00	0.1260
460	5490.00	0.1260
461	5495.25	0.1262
462	6767.93	0.1554
463	6100.00	0.1400
464	6710.00	0.1540
465	6100.00	0.1400
466	6710.00	0.1540
467	5490.00	0.1260
468	5490.00	0.1260
469	5490.00	0.1260
470	5490.00	0.1260
471	5488.29	0.1260
472	5490.00	0.1260
473	5490.00	0.1260
525	6465.50	0.1484
526	6462.46	0.1484
527	6301.82	0.1447
528	6381.48	0.1465
529	6355.33	0.1459
530	6432.32	0.1477
531	6429.46	0.1476
556	5516.65	0.1266
557	5490.00	0.1260
558	5490.00	0.1260
559	5490.00	0.1260
560	5490.02	0.1260
569	5722.86	0.1314
570	5715.00	0.1312
615	6100.00	0.1400
616	6100.00	0.1400

LINE TABLE		
#	LENGTH	BEARING
L35	16.98'	N44°44'45"W
L36	16.96'	N45°15'15"E
L37	16.96'	N45°15'15"E
L38	16.98'	S44°44'45"E
L39	16.96'	N45°15'15"E
L40	16.97'	S44°46'51"E
L41	16.97'	N45°13'09"E
L42	16.97'	N45°13'09"E
L43	16.97'	S44°46'51"E
L44	16.97'	S44°46'51"E

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C22	15.49'	50.00'	7.81'	17°45'10"
C23	120.54'	55.00'	106.96'	125°34'32"
C24	15.49'	50.00'	7.81'	17°45'10"
C36	15.49'	50.00'	7.81'	17°45'10"
C37	120.48'	55.00'	106.80'	125°30'20"
C38	15.49'	50.00'	7.81'	17°45'10"

Entellus™
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DANIEL G. FRANCETIC
Expiration Date: 09/30/23
ARIZONA U.S.A.

VERSIONS:

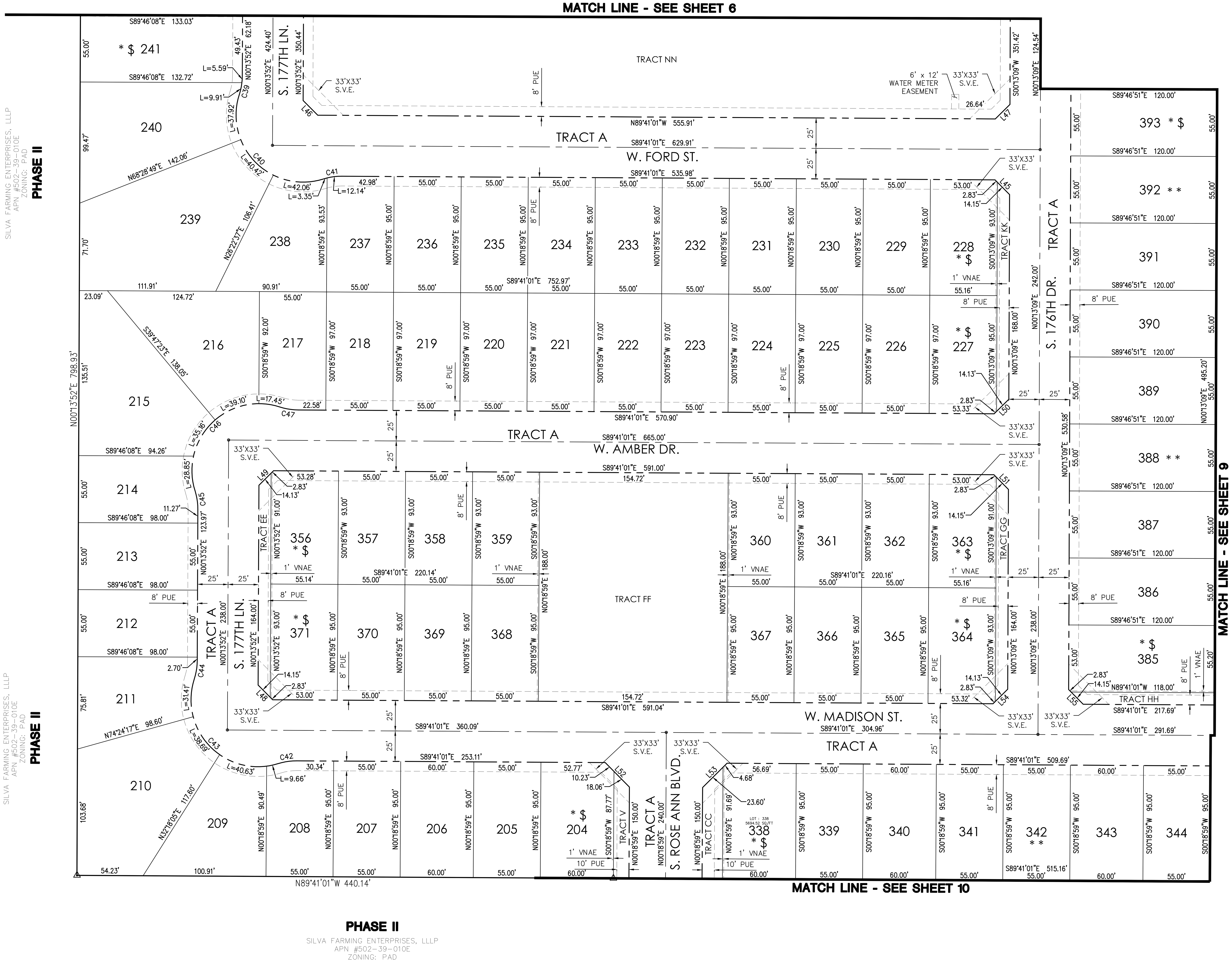
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MERITAGE HOMES
SILVA TRAILS AT WEST GOODYEAR - PHASE I
GOODYEAR, AZ 85042

FINAL PLAT

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DESIGN:	JME
DRAFTED:	JME
QA/QC:	DGF
AS-BUILT #:	----
ENT. PROJ #:	728004A
SHEET:	FP 7 OF: 11



SCALE: 1"= 40

LINE TABLE		
#	LENGTH	BEARING
L45	16.98'	S44°43'56"E
L46	16.98'	S44°43'35"E
L47	16.96'	N45°16'04"E
L48	16.98'	S44°43'35"E
L49	16.96'	N45°16'25"E
L50	16.96'	N45°16'04"E
L51	16.98'	S44°43'56"E
L52	28.28'	S44°41'01"E
L53	28.28'	N45°18'59"E
L54	16.96'	N45°16'04"E
L55	16.98'	S44°43'56"E

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C39	15.49'	50.00'	7.81'	17°45'10"
C40	120.39'	55.00'	106.61'	125°25'13"
C41	15.49'	50.00'	7.81'	17°45'10"
C42	15.49'	50.00'	7.81'	17°45'10"
C43	120.39'	55.00'	106.61'	125°25'13"
C44	15.49'	50.00'	7.81'	17°45'10"
C45	15.49'	50.00'	7.81'	17°45'10"
C46	120.56'	55.00'	107.00'	125°35'28"
C47	15.49'	50.00'	7.81'	17°45'10"

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
204	5673.86	0.1303
205	5225.00	0.1199
206	5700.00	0.1309
207	5225.00	0.1199
208	5179.24	0.1189
209	6681.27	0.1534
210	10431.01	0.2395
211	5926.18	0.1360
212	5390.00	0.1237
213	5390.00	0.1237
214	5255.00	0.1206
215	10135.79	0.2327
216	8142.71	0.1869
217	5251.62	0.1206
218	5335.00	0.1225
219	5335.00	0.1225
220	5335.00	0.1225
221	5335.00	0.1225
222	5335.00	0.1225
223	5335.00	0.1225
224	5335.00	0.1225
225	5335.00	0.1225
226	5335.00	0.1225
227	5356.64	0.1230
228	5230.66	0.1201
229	5225.00	0.1199
230	5225.00	0.1199
231	5225.00	0.1199
232	5225.00	0.1199
233	5225.00	0.1199
234	5225.00	0.1199
235	5225.00	0.1199
236	5225.00	0.1199
237	5219.16	0.1198
238	6277.08	0.1441

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
239	13563.62	0.3114
240	9545.61	0.2191
241	7316.20	0.1680
338	5694.52	0.1307
339	5225.00	0.1199
340	5700.00	0.1309
341	5225.00	0.1199
342	5225.00	0.1199
343	5700.00	0.1309
344	5225.00	0.1199
356	5132.62	0.1178
357	5115.00	0.1174
358	5115.00	0.1174
359	5115.00	0.1174
360	5115.00	0.1174
361	5115.00	0.1174
362	5115.00	0.1174
363	5120.66	0.1176
364	5245.99	0.1204
365	5225.00	0.1199
366	5225.00	0.1199
367	5225.00	0.1199
368	5225.00	0.1199
369	5225.00	0.1199
370	5225.00	0.1199
371	5229.73	0.1201
385	6610.23	0.1517
386	6600.00	0.1515
387	6600.00	0.1515
388	6600.00	0.1515
389	6600.00	0.1515
390	6600.00	0.1515
391	6600.00	0.1515
392	6600.00	0.1515
393	6600.00	0.1515

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SURVEYOR:
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CERTIFICATE NO. 33874
DANIEL G. FRANCETIC
Date Signed 06/20/22
ARIZONA, U.S.A.

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

FINAL PLAT

DESIGN:	JME
DRAFTED:	JME
QA/QC:	DGF
AS-BUILT #:	----
ENT. PROJ #:	728004A
SHEET: FP	8 OF: 11

MATCH LINE - SEE SHEET 7

MATCH LINE - SEE SHEET 8

MATCH LINE - SEE SHEET 10

TRACT A

W. JEFFERSON ST.

W. MADISON ST.

S. 175TH AVE.

S. 176TH AVE.

TRACT OO

TRACT QQ

TRACT RR

TRACT JJ

TRACT II

TRACT HH

TRACT DD

TRACT Y

1' VNAE

8' PUE

33'X33' S.V.E.

20' SEWER EASEMENT

CANYON TRAILS UNIT 4 WEST PARCEL A1 MCR BOOK 761 MAPS, P. 43

CANYON TRAILS UNIT 4 WEST PARCEL B1 MCR BOOK 761 MAPS, P. 45

ODYSSEY CHARTER MCR BOOK 1085 MAPS, P. 3 LOT 1

APN 502-39-218 LOT 51

APN 502-39-219 LOT 52

APN 502-39-220 LOT 53

APN 502-39-221 LOT 54

APN 502-39-222 LOT 55

APN 502-39-223 LOT 56

APN 502-39-028 LOT 98

APN 502-39-029 LOT 99

APN 502-39-030 LOT 100

APN 502-39-031 LOT 101

APN 502-39-032 LOT 102

SCALE: 1"= 40

40 20 0 40 80

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
345	5225.00	0.1199
346	5705.66	0.1310
372	5060.00	0.1162
373	5060.00	0.1162
374	5060.00	0.1162
375	5060.00	0.1162
376	5060.00	0.1162
377	5058.00	0.1161
378	5225.00	0.1199
379	5225.00	0.1199
380	5225.00	0.1199
381	5225.00	0.1199
382	5225.00	0.1199
383	5225.00	0.1199
384	5225.00	0.1199
394	7018.35	0.1611
395	14267.45	0.3275
396	13335.20	0.3061
397	6542.32	0.1502
398	6655.00	0.1528
399	6655.00	0.1528
400	6655.00	0.1528
401	6655.00	0.1528
402	6655.00	0.1528
403	6655.00	0.1528
404	6709.50	0.1540
405	6710.00	0.1540
406	6710.00	0.1540
407	6710.00	0.1540
408	6875.00	0.1578
409	6875.00	0.1578
410	6875.00	0.1578
411	6875.00	0.1578
412	6875.00	0.1578
413	6875.00	0.1578
414	6798.06	0.1561
415	13954.86	0.3204
416	13661.96	0.3136
417	6604.83	0.1516
418	6728.33	0.1545
429	6875.00	0.1578
430	6875.00	0.1578
431	5490.00	0.1260
432	5490.00	0.1260
433	5490.00	0.1260
434	5490.00	0.1260
435	5490.00	0.1260
436	5490.00	0.1260
437	5490.00	0.1260
438	5490.00	0.1260
532	6426.60	0.1475
533	6423.74	0.1475
534	6420.88	0.1474
535	6418.02	0.1473
536	6415.16	0.1473
537	6412.30	0.1472
538	6409.43	0.1471
539	6406.57	0.1471
540	6403.71	0.1470
541	6400.85	0.1469
542	6397.99	0.1469

LINE TABLE		
#	LENGTH	BEARING
L56	16.98'	N44°43'56"W
L57	16.96'	N45°16'04"E
L58	16.97'	N45°13'09"E
L59	16.97'	S44°46'51"E
L60	16.97'	N45°13'09"E
L61	16.97'	S44°46'51"E
L62	16.97'	N45°13'09"E
L63	16.97'	S44°46'51"E

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C14	95.25'	130.00'	49.88'	41°58'45"
C15	109.90'	150.00'	57.55'	41°58'45"
C48	15.49'	50.00'	7.81'	17°45'10"
C49	120.48'	55.00'	106.80'	125°30'20"
C50	15.49'	50.00'	7.81'	17°45'10"
C51	15.49'	50.00'	7.81'	17°45'10"
C52	120.48'	55.00'	106.80'	125°30'20"
C53	15.49'	50.00'	7.81'	17°45'10"

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SURVEYOR:
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G. FRANCETIC
Expiration Date: 09/30/23
ARIZONA, U.S.A.

VERSIONS:

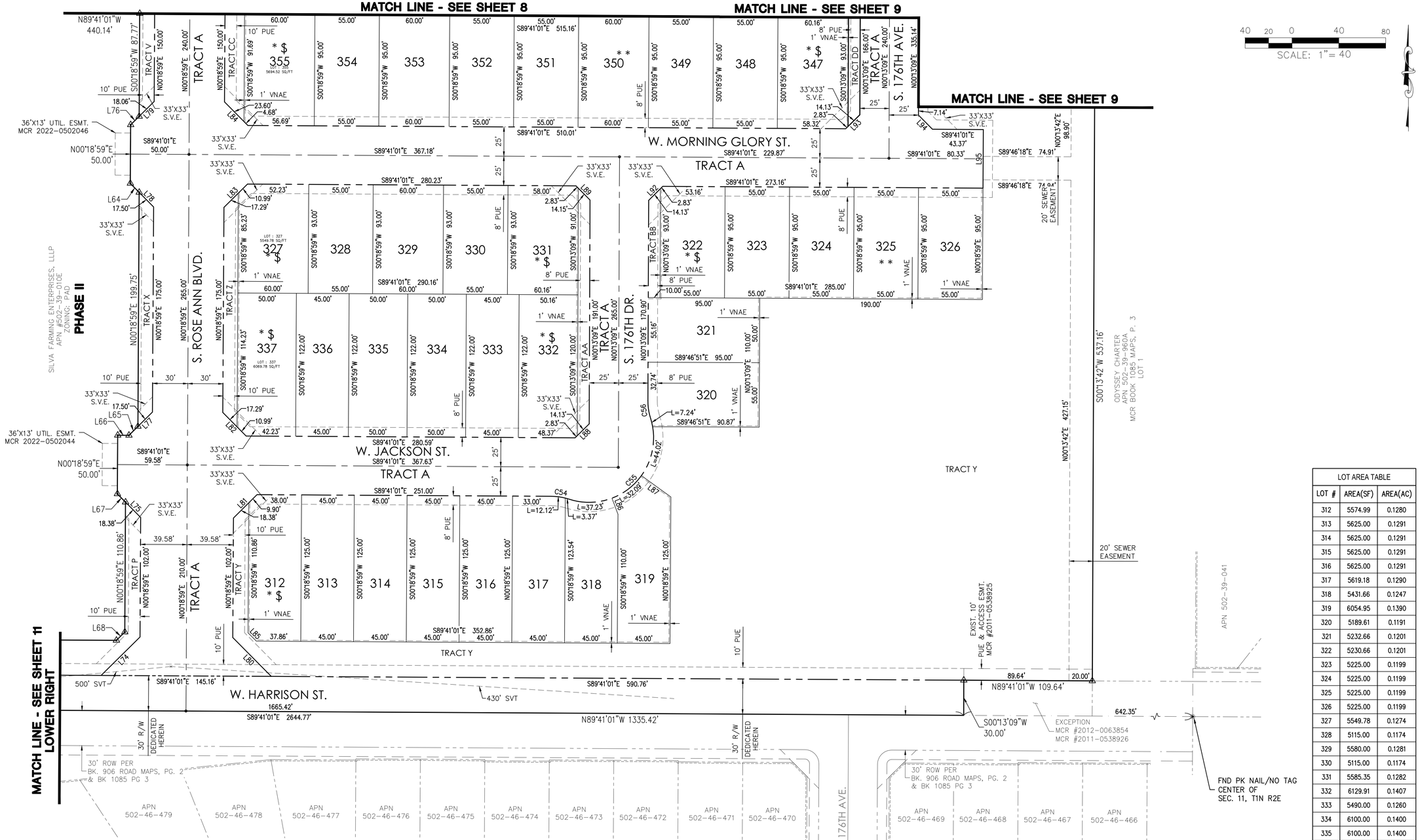
X	DATE	DESCRIPTION
1	5/25/21	INITIAL SUBMITTAL TO CITY OF GOODYEAR
2	10/01/21	2ND SUBMITTAL TO CITY OF GOODYEAR
3	5/13/22	3RD SUBMITTAL TO CITY OF GOODYEAR
4	6/20/22	4TH SUBMITTAL TO CITY OF GOODYEAR

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

FINAL PLAT

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

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



LINE TABLE		
#	LENGTH	BEARING
L64	10.78'	N44°41'01"W
L65	10.78'	N45°18'59"E
L66	9.58'	S89°41'01"E
L67	9.90'	N44°41'01"W
L68	10.10'	N45°18'59"E
L74	46.67'	N45°18'59"E
L75	28.28'	S44°41'01"E
L76	10.23'	N45°18'59"E
L77	28.28'	N45°18'59"E

LINE TABLE		
#	LENGTH	BEARING
L78	28.28'	N44°41'01"W
L79	28.28'	N45°18'59"E
L80	46.67'	S44°41'01"E
L81	28.28'	N45°18'59"E
L82	28.28'	S44°41'01"E
L83	28.28'	N45°18'59"E
L84	28.28'	S44°41'01"E
L85	10.10'	S44°41'01"E
L86	14.64'	S20°42'45"E

LINE TABLE		
#	LENGTH	BEARING
L87	31.01'	N54°08'30"W
L88	16.96'	N45°16'04"E
L89	16.98'	S44°43'56"E
L92	16.96'	N45°16'04"E
L93	16.96'	N45°16'04"E
L94	16.98'	S44°43'56"E
L95	50.00'	N00°18'59"E

CURVE TABLE				
#	LENGTH	RADIUS	TANGENT	DELTA
C54	15.49'	50.00'	7.81'	17°45'10"
C55	120.57'	55.00'	107.03'	125°36'10"
C56	15.49'	50.00'	7.81'	17°45'10"

LOT AREA TABLE		
LOT #	AREA(SF)	AREA(AC)
312	5574.99	0.1280
313	5625.00	0.1291
314	5625.00	0.1291
315	5625.00	0.1291
316	5625.00	0.1291
317	5619.18	0.1290
318	5431.66	0.1247
319	6054.95	0.1390
320	5189.61	0.1191
321	5232.66	0.1201
322	5230.66	0.1201
323	5225.00	0.1199
324	5225.00	0.1199
325	5225.00	0.1199
326	5225.00	0.1199
327	5549.78	0.1274
328	5115.00	0.1174
329	5580.00	0.1281
330	5115.00	0.1174
331	5585.35	0.1282
332	6129.91	0.1407
333	5490.00	0.1260
334	6100.00	0.1400
335	6100.00	0.1400
336	5490.00	0.1260
337	6069.78	0.1393
347	5720.99	0.1313
348	5225.00	0.1199
349	5225.00	0.1199
350	5700.00	0.1309
351	5225.00	0.1199
352	5225.00	0.1199
353	5700.00	0.1309
354	5225.00	0.1199
355	5694.52	0.1307

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DANIEL G. FRANCETIC
Date Signed 06/20/22
ARIZONA U.S.A.

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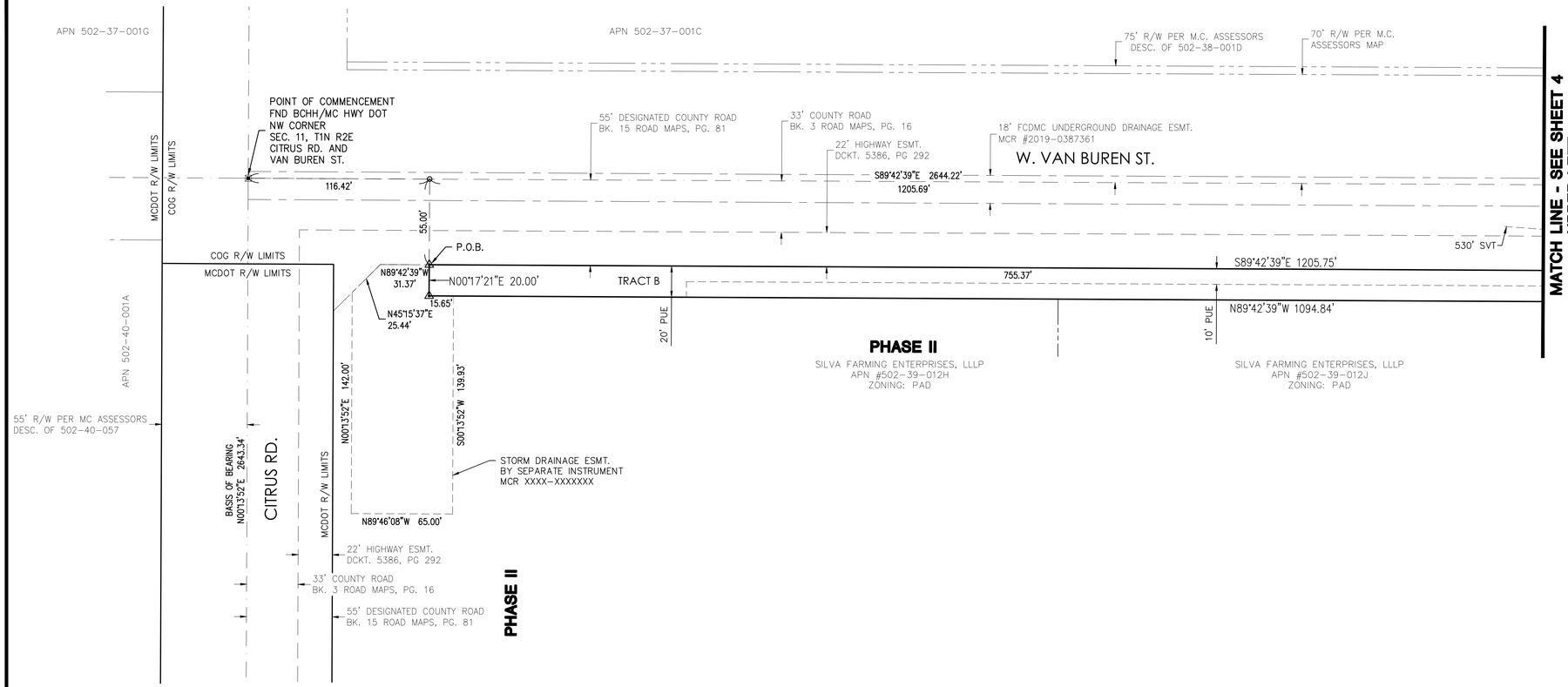
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SILVA TRAILS AT WEST GOODYEAR - PHASE I
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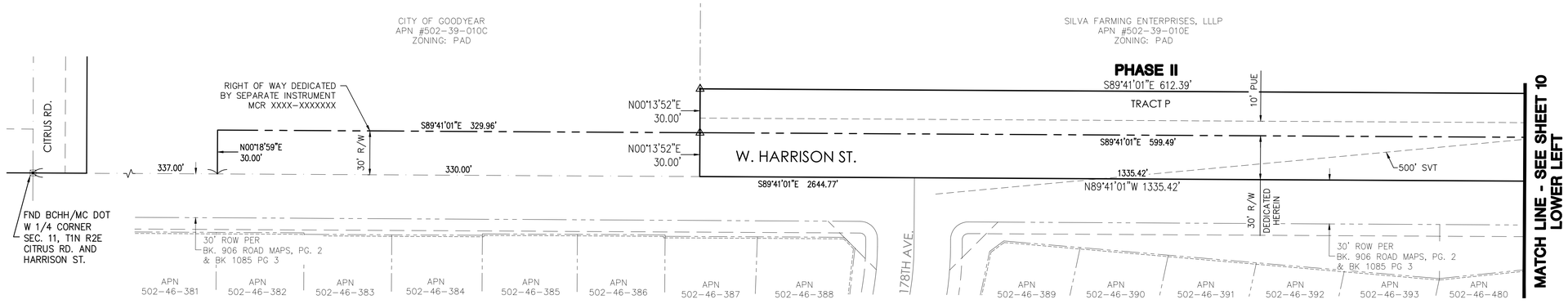
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SCALE: 1"= 40



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ARIZONA, USA

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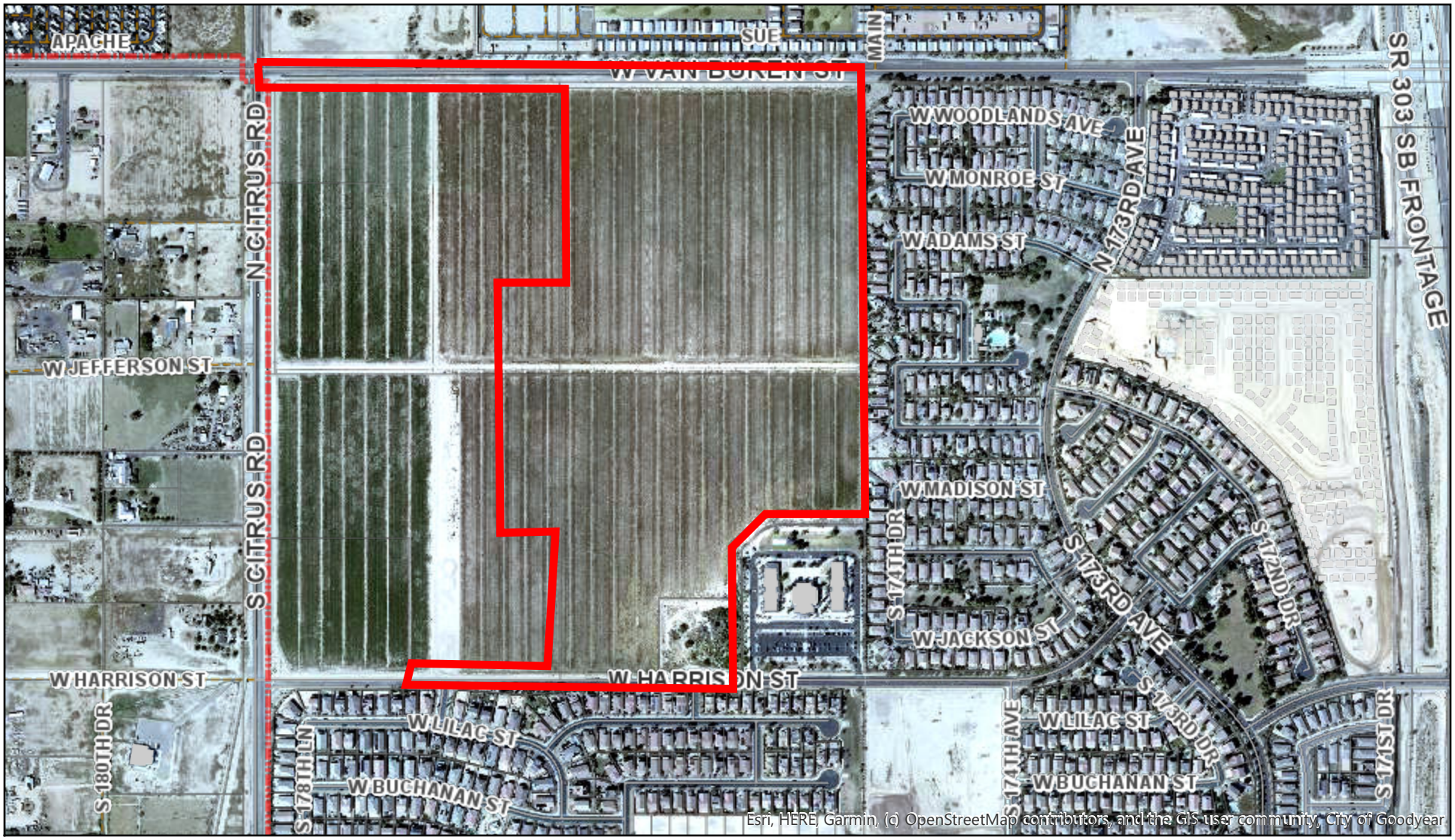
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SHEET:	FP 11 OF: 11

City of Goodyear

Silva Trails Phase 1



0 0.02 0.04 0.09 0.14 0.18 0.22 0.27 0.31 0.36 mi

Author:

Date Saved: 6/21/2022

Data Source: City of Goodyear

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

AGENDA ITEM #: 14.
DATE: 05/24/2021
AI #:280

CITY COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR SILVA TRAILS AT WEST GOODYEAR

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

SUMMARY

Preliminary Plat for Silva Trails at West Goodyear subdividing approximately 138.81 acres into 616 lots and 57 tracts.

Recommendation

Approve the preliminary plat for Silva Trails at West Goodyear, subdividing approximately 138.81 acres into 616 lots and 57 tracts (the "Property"), subject stipulations. (Christian M. Williams, Planner)

STIPULATIONS

1. Grades adjacent to and within 10 feet of the bridle trail along the east side of Citrus Road shall not exceed a slope of 6:1.
2. Proposed private irrigation facilities locations submitted with the preliminary plat are not approved. Modifications to irrigation facilities shall be coordinated with the appropriate Irrigation District/private owner.
3. Owner shall construct full half-street improvements required for a Minor Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for ½ median and ½ median landscaping, for the south half of W. Van Buren Street along or adjacent to the frontage of the Property, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Van Buren Street Improvements"). No building permits for any structure within the Property except for Model Homes shall be issued until the Van Buren Street Improvements have been substantially completed as determined by the City Engineer or his designee; and
4. Owner shall remit to the City an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Van Buren Street along or adjacent to the frontage of the Property. The in-lieu payment for the median shall be based on the estimated cost of the full median and full median landscaping as determined by the City Engineer or designee, and it shall be paid prior to the recordation of the first final plat subdividing all or part of the Property; and;
5. Owner shall construct full half-street improvements for Citrus Road required for a Minor Arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed , except for ½ median and ½ median landscaping, for the east half of Citrus Road along or adjacent to the frontage of the Property, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Citrus Road Improvements"). The Citrus Road Improvements shall be completed in connection with recordation of any final plat subdividing all or part of the Property that is adjacent to Citrus Road and the Citrus Road Improvements shall be substantially completed, as determined by the City Engineer or his designee, prior to the issuance of any building permit for any structure, except for model homes, within the portion of the Property included within the final plat that triggered the obligation to construct the Citrus Road Improvements; and
6. Prior to recordation of the first final plat subdividing all or part of the Property, Owner shall provide a legal description, approved by the City Engineer or his designee and at no cost to the City, for the right-of-way for the eastern half-street of the section of Citrus Road along or adjacent to the Property; and
7. Owner shall remit to the City an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of Citrus Road along or adjacent to the frontage of the Property. The in-lieu payment for the median shall be based on the estimated cost of the full median and full median landscaping as determined by the City Engineer or designee, and it shall be paid prior to the recordation of the final plat subdividing all or part of the Property that triggers Owner's obligations to construct the Citrus Road Improvements; and
8. Owner shall construct full half-street improvements for a Minor Collector as set forth in the Engineering Design Standards in effect when the improvements are constructed for the north half of W. Harrison Street along or adjacent to the frontage of the Property, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Harrison Street Improvements"). No building permits for any structure within the Property except for Model Homes shall be issued until the Harrison Street Improvements have been substantially completed as determined by the City Engineer or his designee; and
9. 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 that includes the area in which the dedicated property is located as required by the City Engineer or his designee; and;
10. Owner is responsible for a proportionate share of the costs of traffic signals at the intersection identified below Owner shall make an in-lieu payment for the cost of traffic signal adjacent to the Property. The in-lieu payment shall be made prior to the recordation of the first final plat subdividing all or part of the Property. 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:
    1. 25% of the cost of the full traffic signal (all four legs) at W. Van Buren Street and N. Citrus Road;

11. Owner is responsible for a proportionate share of the costs of additional traffic signals identified in an approved Traffic Impact Analysis/Study as being needed to support the development of the Property. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signals at any intersection adjacent to the Property, Owner shall, at no cost to the City, convey, in fee, lien free, and free of any easements or encumbrances unless specifically agreed to by the City, any additional right-of-way needed for the construction of the portion of the traffic signal that will be located on the Property. In addition, Owner shall make an in-lieu payment to the City towards the cost of the signal. The in-lieu payment will be 25% of the cost of a full traffic signal for each corner of the intersection adjacent to the Property and shall be remitted to the City prior to the recordation of a final plat that includes property adjacent to such intersection.
12. All existing above-ground utilities within and abutting the subject property, including cable television, shall be placed underground, with the exception of 69 kV or larger electric lines. This shall be shown on the construction plans submitted with the final plat, noted on the final plat, and completed as each phase is developed, prior to the issuance of the first Certificate of Occupancy in such phase;
13. In addition to the specific infrastructure identified herein, Owner shall construct all infrastructure improvements required by the City of Goodyear subdivision regulations and Engineering Design Standards and Policy Manual in effect at the time of construction;
14. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the City of Goodyear subdivision regulations, the City of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and
15. Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for work within the Property, whichever is earlier.
16. Prior to recordation of the first final plat subdividing all or part of the Property, Owner shall remit a cost recovery payment to the City in the amount of $643,174.00 pursuant to the Cost Recovery Resolution of Intention No. 06-1065 as amended by Resolution No. 14-1622 and Resolution No. 16-1748 (the "Cost Recovery Resolution – Wastewater Trunk Lines") for regional wastewater lines I, J and K that have been fully constructed; and
17. Prior to recordation of the first final plat subdividing all or part of the Property, Owner shall remit a cost recovery payment pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines for regional Wastewater Line L identified in the West Goodyear master wastewater study and the Cost Recovery Resolution – Wastewater Trunk Lines as benefitting the Property. The amount of the cost recovery payment owed shall be based on the percentage of the actual cost of Wastewater Line L if it has been completed when the cost recovery payment is owed, otherwise, the amount of the cost recovery payment shall be $314,238, which is the amount reflected in the Cost Recovery Resolution – Wastewater Trunk Lines. No building permits for any structures within the Property shall be issued until the cost recover payment for regional Wastewater Line L has been paid to the City; and
18. If Wastewater Line L has been or is being constructed by others when the first final plat subdividing all or part of the Property is to be recorded, Owner shall make a cost recovery payment for its proportionate share of the costs of the lines being constructed by others pursuant to the Cost Recovery Resolution – Wastewater Trunk Lines prior to the recordation of the first final plat subdividing all or part of the Property. The amount of the cost recovery payment owed shall be based on the percentage of the actual cost of Wastewater Line L if it has been completed or if Line L is under construction but has not been completed, the amount of the cost recovery payment shall be $314,238, which is the amount reflected in the Cost Recovery Resolution – Wastewater Trunk Lines; and
19. Unless the unconstructed portion of regional Water Line C identified in the West Goodyear master water study Resolution of Intention No. 06-1064 as amended by Resolution No 14-1621 and Resolution No. 16-1747 (the "Cost Recovery Resolution – Water Delivery Lines") as benefitting the Property has been fully constructed or is under construction by others when the first final plat subdividing all or part of the Property is to be recorded, Owner shall be responsible for completing the construction of regional Water Line C and, if owed, for making a cost recovery payment towards the cost of regional Water Line C based on the allocation methodology set forth in Resolution 2016-1747. If a cost recovery payment is owed, it shall be paid prior to the recordation of the first final plat subdividing all or part of the Property, and no building permits for any structures within the Property shall be issued until regional Water Line C has been substantially completed as determined by the City Engineer or his designee and any cost recovery payment owned herein has been paid to the city; and
20. If regional Water Line C discussed above has been fully constructed or is under construction by others when the first final plat subdividing all or part of the Property is to be recorded, Owner shall make a cost recovery payment for its proportionate share of the cost Water Line C pursuant to the Cost Recovery Resolution – Water Delivery Lines prior to the recordation of the first final plat subdividing all or part of the Property. The amount of the cost recovery payment owed shall be based on the percentage of the actual cost of Water Line C if it has been completed or if Line C is under construction but has not been completed, the amount of the cost recovery payment shall be $83,883, which is the amount reflected in the Cost Recovery Resolution – Water Delivery Lines. No building permits for any structures within the Property shall be issued until the cost recover payment for regional Water Line C has been paid to the City. No building permits for any structures within the Property shall be issued until the cost recover payment for regional Water Line C discussed herein has been paid to the city; and
21. Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for work within the Property, whichever is earlier; and
22. The Public Sales Report(s) for the Property and all final plats subdividing all or part of the Property shall disclose that the Property is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses; and
23. Owner shall obtain from all initial homebuyers an executed acknowledgment that runs with the land in which the homebuyer(s) acknowledge 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; and
24. The Public Sales Report(s) for the Property and all final plats subdividing all or part of the Property shall include a statement that the Property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at, or taking off from, Luke Air Force Base; and
25. Owner shall obtain an executed waiver agreement from all initial homebuyers that complies with the following. The waiver agreement shall run with the land and shall include the following waiver language: "Buyer(s) acknowledge that the lot being purchased is subject to attendant noise, vibrations, dust, and all other effects that may be caused by over flights and by the operation of aircraft landing at, or taking off from, Luke Air Force Base, and hereby releases and discharges the City of Goodyear from any liability for any and all claims for future damages to persons or property and complaints of any kind that may arise at any time in the future from the operation of such aircraft near and over the area"; and
26. Signage shall be posted within all subdivision sales offices identifying the location of the Luke Air Force Base: Accident Potential Zones (APZs), 65 Ldn and higher noise contours, departure corridors, and vicinity boundary. This display shall include a 24-inch x 36-inch map at the main entrance of such sales facility and shall include the approximate locations of the homes being sold clearly depicted; and

27. Prior to approval of the first final plat subdividing all or part of the Property, Owner shall establish a homeowners association (HOA) for the Property, with said HOA owning and maintaining all private open space areas, private trails, and other private community amenities, and maintaining all arterial and collector road rights-of-way landscaping abutting or within the residential parcels except for arterial median landscaping. A note shall be placed on each final plat indicating HOA ownership and maintenance responsibilities of these private tracts and public rights-of-way landscaping; and
28. The 16.5' easement for telephone and telegraph reflected on the preliminary plat shall be terminated prior to recordation of any final plat that subdivides all or part of the property or prior to the issuance of any construction permit for work within the Property, whichever is earlier; and
29. Prior to approval of any final plat subdividing all or part of the Property, Owner shall have obtained approval of a legal description prepared by or on behalf of Owner for the right-of-way needed for the construction of street improvements Owner is required to construct on city owned property to the west of the Property.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

On February 22, 2021 the City Council adopted Ordinance No. 2021-1495 approving the R1-4 Reduced with Silva Trails PAD Overlay which designated the parcel for single-family residential.

The General Plan Land Use Plan designates the subject property as 'Neighborhoods'. The 'Neighborhoods' land use category provides for the growth and development of single-family residential as is proposed with this preliminary plat.

STAFF ANALYSIS

Current Policy:
Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. The 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 included in the preliminary plat or an extension has been obtained.

Details of the Request:
This parcel consists of 138.81 acres and this preliminary plat will subdivide the parcel into 616 lots and 57 tracts on a recently rezoned property. The Silva Trails development has ingress and egress via private streets onto Van Buren Street, Citrus Road and Harrison Street.

Existing land uses and zoning surrounding the subject property include the following:
North – Vacant property zoned General Commercial (C-2) and Cotton lane RV Park (zoned PAD);
South – Vacant property owned by the city of Goodyear zoned Public Facilities District (PFD), Odyssey Preparatory Academy zoned (PAD) and Canyon Trails 4 West/Oasis at Canyon Trails (zoned PAD);
East – Canyon Trails 4 West/Oasis at Canyon Trails (zoned PAD);
West – County island, homes and vacant agricultural lands (largely zoned RU-43/city equivalent to AU (Agricultural Urban));

Silva Trails will adhere to the R1-4 Reduced city lot development standards with the exception of those modifications found within the PAD Overlay; the minimum lot depth has been reduced from 100-feet to 90-feet and the minimum lot size has increased from 4,500 square feet to 4,950 square feet. The typical lots within the subdivision will be 45-feet-wide by 120-feet-deep, 50-foot-wide by 120-feet-deep and 55-feet wide by 90-feet deep.

The Ordinance approving the R1-4 Reduced zoning in Silva Trails included stipulations regarding the amenities that would be provided to support the R1-4 Reduced zoning. The preliminary plat provides for these elements as follows:

Amenity Elements:

1. Additional Internal Park Amenities - A swimming pool, shaded children's water play area and bathroom facility.
2. Additional Amenities - an outdoor kitchen with two built in gas barbeque grills, a built-in countertop-sink all underneath a shaded trellis structure. The central amenity area will also include a clubhouse with both indoor and outdoor lounge areas, meeting rooms, bathrooms, and gathering spaces; a cornhole plaza with four cornhole boards (two independent games) and seating; a shaded playground lighted basketball court; shaded picnic tables with charcoal barbeque grills; a large turf area with space for fields or organic play

Connectivity Elements:

1. In-fill – Project will be located adjacent to Canyon Trails 4 West/Oasis at Canyon Trails (a large nearly developed master planned community) and will largely complete this square mile of development.
2. Trail System Connections – Create a decomposed bridle trail on the east side of Citrus Road that is 8-feet-wide immediately east of sidewalk and 9 -foot-wide landscape strip with 25 foot on center shade trees.
3. Provide Lot Diversity - In order to ensure lot diversity within the R1-4 Reduced Zoning district 35 percent of the lots within the Property will be 45' X 120' or deeper, 10 percent of the lots within the Property will be 50' X 120' or deeper and 35 percent of the lots within the Property will be 55 X 90' or deeper. By way of comparison a standard R1-4 Reduced lot may be as small as 40-feet-wide by 100-feet-deep or 4,000 square feet in overall size; the smallest lot in this development will be 4,950 square feet in overall size.
4. Additional Connectivity Elements – Feature mid-block trails to create smaller blocks; provide a view fence along the bridle path to provide views to the path and into the community; provide pedestrian access from the development to the bridle path; include 8-foot-wide sidewalks that lead from the Citrus Road, Van Buren Street, and Harrison Street entrances to the central and secondary open spaces

Streetscape Elements:

1. Detached Sidewalks - 5 and a half-foot wide planters adjacent to all roads in interior of the development with HOA maintained landscape strips
2. Paving Materials - Decorative pavers on all driveway of lots that are 45-feet-wide
3. Additional Streetscape Elements – Pavers and colored concrete will be used at the three main entrances into the development and maintained by the HOA.
4. West Goodyear Streetscape Designs – Utilize rail fencing at the primary and secondary entrances as well as hard-exterior corners, construct a "West Goodyear" trellis/ monument sign/entrance at the hard corner of Citrus Road and Van Buren Street; utilize rail fencing along the bridle path; utilize rail fencing at the central amenity area; utilize decorative trellises at the pedestrian entrances to the community and bridle trail; the three main entrances into the community will be lined with shade trees and feature detached sidewalks

Luke Air Force Base and Phoenix Goodyear Airport:
The property does not fall within the Luke Airforce Base Accident Potential Zone or the DNL. The property does not fall within the Phoenix-Goodyear Airport DNL.

Fire Department:
Fire station response times are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#184/181	6.17	3.09	7.29	3.64	#185	11.24	5.62	13.13	6.56

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

Water/Wastewater:
The subject property will be served by city of Goodyear water and wastewater utilities.

Streets/Access:
The property will be accessed from Van Buren Street, Citrus Road and Harrison Street. The Engineering Department has created stipulations to address traffic issues caused by the development of this property. Those stipulations address traffic signals, roadway construction and access to needed and adjacent streets.

School Districts:
The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. Both school districts have been notified of the rezoning request.

Staff Findings:
The preliminary plat is consistent with the development standards established within the R1-4 Reduced and Silva Trails Planned Area Development Overlay. The preliminary plat is consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plat by a vote of (6-0) at their regular meeting on May 12, 2021.

Attachments
Conceptual Landscape Plan
Aerial Photo
Preliminary Plat
Presentation

ITEM #: 7.
DATE: 07/18/2022
AI #:1001

CITY COUNCIL ACTION REPORT

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

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

SUMMARY

Request Council approval of the expenditure of $529,400 for the purchase and installation of a replacement odor control system at the Las Brisas Lift Station.

Recommendation

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

FISCAL IMPACT

The FY2023 Capital Improvement Program budget includes $529,400 in wastewater operating funds for the replacement odor control system at the Las Brisas Lift Station (Project #60095)

BACKGROUND AND PREVIOUS ACTIONS

The Las Brisas sewer lift station is located in a residential community and is near the Las Brisas Academy School. The odor control unit prevents the buildup of hydrogen sulfide in the wet well. Buildup of hydrogen sulfide causes a strong odor and poses a safety hazard to staff when performing the daily maintenance of the wet well.

STAFF ANALYSIS

Per City of Goodyear Resolution 08-1255, all expenditures of budgeted funds in excess of $500,000 must obtain Council approval. The city has an adopted Capital Improvement Program, the Las Brisas Lift Station odor control system replacement is a part of this program and planned for completion in FY2023.

ITEM #: 8.
DATE: 07/18/2022
AI #:1003

CITY COUNCIL ACTION REPORT

SUBJECT: TERMINATION AND RELEASE OF EASEMENT RELATED TO THE CONSTRUCTION OF THE POTATO BARN FACILITY

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

SUMMARY

Approval of a termination of an exclusive sewer line easement and authorize the execution of termination following the satisfaction of conditions.

Recommendation

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

STIPULATIONS

1. The removal or abandonment in place of the existing sewer line
2. The completion and acceptance of the replacement sewer line by the City Engineer or his designee subject to the completion of a two-year warranty period
3. The receipt by the City of a sewer line easement in a form approved by the City Attorney for the replacement Sewer Line

FISCAL IMPACT

There will be no fiscal impact on the City in the fiscal year 2023 or in future years with the acceptance of the termination of the existing Sewer Line Easement.

BACKGROUND AND PREVIOUS ACTIONS

The City is the beneficiary of that certain Exclusive Sewer Line Easement granted pursuant to that document recorded in the official records of the Maricopa County Recorder as Document No. 2019-0935302 on November 20, 2019 (the “Existing Sewer Line Easement”) authorizing the construction, operation, and maintenance of sewer lines within the easement area conveyed to the City (the “Existing Sewer Line Easement Area”). A sewer line was constructed within the Sewer Line Easement Area.

STAFF ANALYSIS

The owner of the property, where the existing sewer line is located and that is subject to the Existing Sewer Line Easement, wants to construct a new building for Potato Barn over the sewer line and the Existing Sewer Line Easement Area. To accommodate the revised development plans, the property owner has agreed to remove or abandon in place the existing sewer line; construct a new sewer line (the “Replacement Sewer Line”), and provide the city with a new sewer line easement over the area where the Replacement Sewer Line is to be located. Once the existing sewer line has been abandoned in place or removed; the Replacement Sewer Line has been completed and accepted by the City Engineer subject to the completion of a two-year warranty period, and the city has received a new sewer easement for the Replacement Sewer Line, the Existing Sewer Line will no longer be required.

Under normal circumstances, the termination of an easement would not be brought to council until all required conditions had been met. However, in this case, staff anticipates that all the conditions required to terminate the Existing Sewer Line Easement will be completed during the upcoming council break. To avoid any potential delays in constructing the building to be occupied by Potato Barn, staff is seeking pre-approval of the termination of the Existing Sewer Line Easement and authorization for the execution of the termination documents pending completion of the foregoing conditions.

Attachments

Easement Termination

When recorded Mail to:
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

TERMINATION AND RELEASE OF EASEMENT

THIS TERMINATION AND RELEASE OF EASEMENT (the "Release") is executed this ____ day of_____, 2022 by the CITY OF GOODYEAR, an Arizona municipal corporation (the "City").

RECITALS

A. The City is the beneficiary of that certain Exclusive Sewer Line Easement granted pursuant to that document recorded in the official records of the Maricopa County Recorder as Document No. 2019-0935302 on November 20, 2019 (the "Sewer Line Easement") authorizing the construction, operation and maintenance of sewer lines within the easement area conveyed to the City (the "Sewer Line Easement Area").

B. The Sewer Line Easement encumbers the property legally described and depicted on Exhibit "A" attached hereto.

C. A sewer line was constructed within the Sewer Line Easement Area and conveyed to the City.

D. The existing sewer line conflicts with the location of a new building to be constructed for Potato Barn.

E. The developer of the Potato Barn site has agreed to construct a new sewer line and the owner of the property where there sewer line will be constructed will provide the City with a replacement wastewater/sewer line easement.

F. WHEAREAS, Pursuant to A.R.S. § 9-402, the City Council of the City of Goodyear is vested with the power to dispose of easements owned by the City that are no longer needed; and

G. WHEREAS, the City has determined that the Sewer Line Easement will not be required once the existing sewer line has been removed or abandoned in place and a replacement sewer line has been constructed in accordance with construction plans approved by the City Engineer or his designee, once the City Engineer or his designee has accepted, subject to the completion of the two-year warranty period, the replacement sewer line, and once the City has received a wastewater/sewer line easement for the replacement sewer line.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby terminates and releases its interest solely in the instrument recorded in the official records of Maricopa County on November 20, 2019 as Instrument Number 2019-0935302.

This Termination and Release of Easement is not intended to, nor does it, release any interest that the City may have in the Sewer Line Easement Area arising by virtue of any dedication or conveyance instrument recorded in the Official Records of the Maricopa County Recorder, other than the Sewer Line Easement recorded in the official records of the Maricopa County Recorder as Document No. 2019-0935302.

Dated this ____ day of _____ 2022.

CITY OF GOODYEAR, ARIZONA

By:_____

Its:_____

Name:_____

State of Arizona)
)ss.
County of Maricopa)

On this day, personally appeared before me _____, as _____of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Attest:

_____
Darcie McCracken, City Clerk

Approved as to Form:

_____
Roric Massey, City Attorney

Exhibits on Following Pages

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of land as described in the Special Warranty Deed recorded in Document No. 2005-1047332, Maricopa County Records, being situated within the Northeast Quarter of Section 6, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found City of Goodyear brass cap flush accepted as the Northeast corner of said Section 6 from which a found City of Goodyear brass cap flush accepted as the Northwest corner thereof bears North 89°21'40" West, 5201.92 feet;

Thence North 89°21'40" West, 1755.90 feet along the north line of the Northeast Quarter of said Section 6;

Thence leaving said north line, South 00°37'19" West, 494.13 feet to the east line of Grayson Place Apartments Minor Land Division as filed in Book 1474, Page 35 Maricopa County Records, being the **POINT OF BEGINNING;**

Thence leaving said east line, South 89°23'10" East, 15.00 feet;

Thence South 00°37'19" West, 141.51 feet;

Thence South 88°48'54" East, 428.77 feet;

Thence South 00°21'41" West, 118.52 feet;

Thence South 88°12'04" East, 8.00 feet to the east line of said Special Warranty Deed;

Thence South 00°21'41" West, 20.01 feet along said east line;

Thence leaving said east line, North 88°12'13" West, 28.01 feet;

Thence North 00°21'41" East, 118.31 feet;

Thence North 88°48'54" West, 428.86 feet;

Thence North 00°37'19" East, 141.31 feet to the last mentioned east line of said Minor Land Division;

Thence the following two (2) courses along said east line of the Minor Land Division;

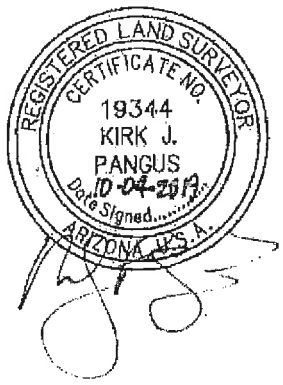
Thence South 89°23'10" East, 5.00 feet;

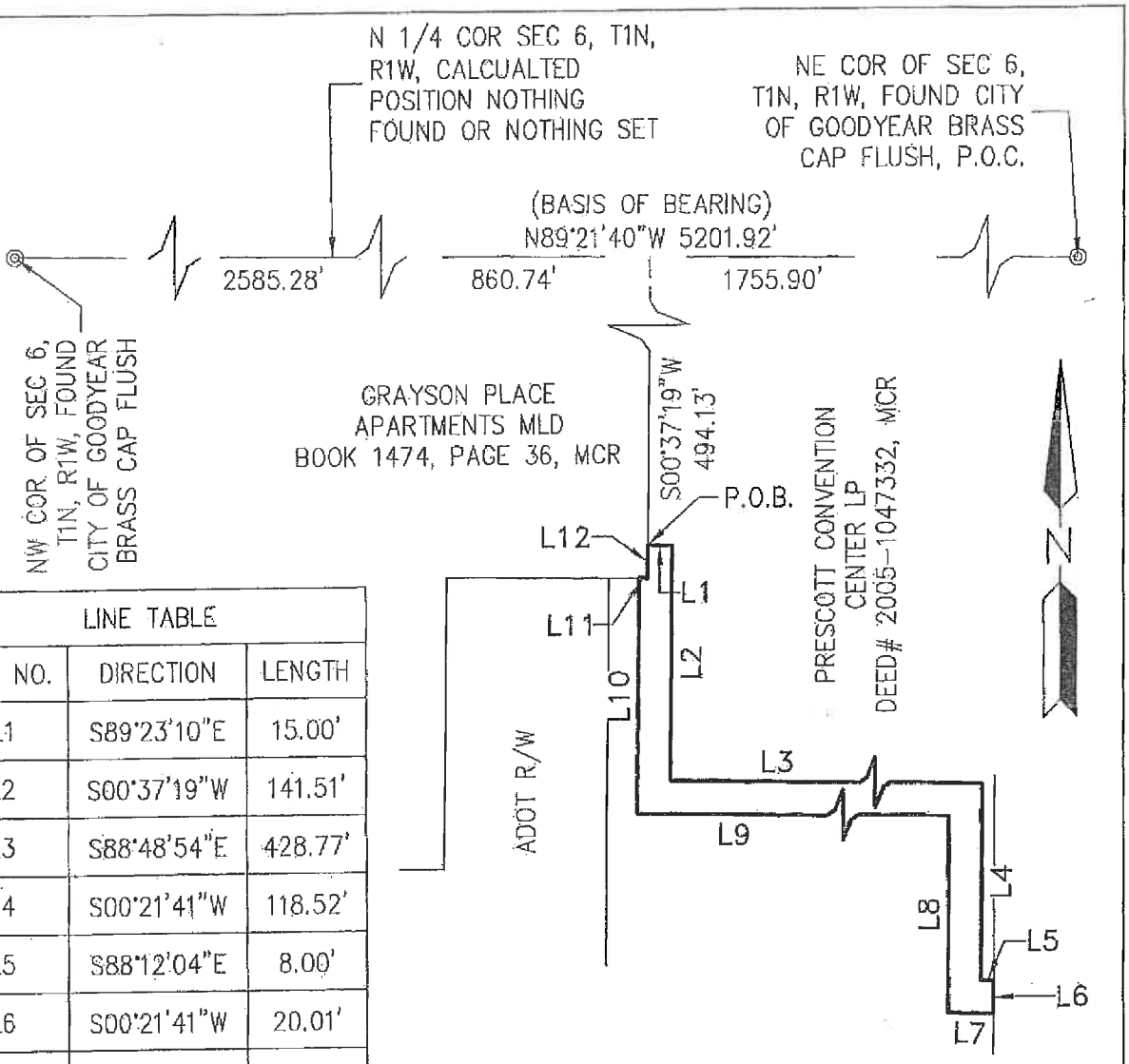
Thence North 00°37'19" East, 20.00 feet to the **POINT OF BEGINNING.**

The above described parcel contains a computed area of 14,233 sq. ft. (0.3267 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1958
Date: October 2019





LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89°23'10"E	15.00'
L2	S00°37'19"W	141.51'
L3	S88°48'54"E	428.77'
L4	S00°21'41"W	118.52'
L5	S88°12'04"E	8.00'
L6	S00°21'41"W	20.01'
L7	N88°12'13"W	28.01'
L8	N00°21'41"E	118.31'
L9	N88°48'54"W	428.86'
L10	N00°37'19"E	141.31'
L11	S89°23'10"E	5.00'
L12	N00°37'19"E	20.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
10-04-2019
Date Signed
ARIZONA, U.S.A.

P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCING

PROJ.NO.:	1958
DATE:	OCT 2019
SCALE:	N.T.S.
DRAWN BY:	GS
CHECKED BY:	KJP

GRAYSON PLACE APARTMENTS
SEWER EASEMENT #2
GOODYEAR, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

©2019, HILGARTWILSON, LLC

U:\1900\1958\SURVEY\DOCS\1958-SEWER EASEMENT #2.dwg 10/4/2019 10:50 AM

ITEM #: 9.
DATE: 07/18/2022
AI #:991

CITY COUNCIL ACTION REPORT

SUBJECT: DECLARATION OF RIGHT-OF-WAY FOR SECTION OF HARRISON STREET

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

SUMMARY

Declaring a public street for a section of Harrison Street located within city-owned property.

Recommendation

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

FISCAL IMPACT

This declaration of right-of-way will have no immediate fiscal impact on the city. The city would have been required to declare the property as right-of-way when it developed the fire station site at the northeast corner of Citrus Road and Harrison Street. Upon their completion and acceptance by the city, the city ultimately will be responsible for maintaining the improvements constructed within the property being declared as right-of-way.

BACKGROUND AND PREVIOUS ACTIONS

Meritage Homes of Arizona, Inc. owns and is in the process of developing Silva Trails, a residential development. Silva Trails will be developed in phases, and a final plat for the development of Phase 1 (the Silva Trails at West Goodyear – Phase 1 Final Plat) is being presented by separate action concurrently with this request. As part of the development of Phase 1 of Silva Trails, the owner will be constructing full half-street improvements for the north half of Harrison Street location within its property. This section of Harrison will be connected to the existing south-half of Harrison Street located between Citrus Road and the section of Harrison Street along the southern boundary of Silva Trails by a pavement taper. The pavement taper will be located within city-owned property located within the Harrison Street alignment that was acquired for a fire station to be located at the northeast corner of Citrus Road and Harrison Street.

STAFF ANALYSIS

When the city develops the fire station, the city will be required to construct full half-street improvements for the north half of Harrison Street between Citrus Road and Silva Trails and declare the portion of the property where the improvements are located as public right-of-way. The pavement taper that is to be constructed by the adjacent property owner will be located within the portion of the city property that will ultimately be declared as public right-of-way. Declaring the portion of the city-owned property located within the Harrison Street alignment that is needed for the pavement taper will allow the development of Phase 1 of Silva Trials to proceed. For these reasons, staff recommends the adoption of Resolution 2022-2258.

Attachments

Resolution w-Exhibit

RESOLUTION NO. 2022-2258

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RIGHT-OF-WAY CITY-OWNED PROPERTY LOCATED WITHIN A SECTION OF THE HARRISON STREET ALIGNMENT; REQUIRING RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City owns a certain parcel of real property consisting of approximately 8.63 acres, located at the northeast corner of Citrus Road and Harrison Street, which the City purchased in November 2007 from Silva Farming Enterprises, LLLP, an Arizona limited liability limited partnership as future fire station site ("City Property"); and

WHEREAS, Meritage Homes of Arizona, Inc., an Arizona corporation ("Developer") owns and is in the process of developing the Silva Trails residential development, which is generally located north of Harrison Street and along the eastern boundary of the City Property (the "Silva Trails Property"); and

WHEREAS the Developer intends to subdivide the Silva Trails Property by the recordation of the Silva Trails at West Goodyear - Phase 1 Final Plat; and

WHEREAS, a portion of the City Property is located within a section of the Harrison Street alignment; and

WHEREAS, in order to develop the Silva Trails Property the Developer is required to construct the north half of Harrison Street along the south boundary of the Silva Property, and a pavement taper that will connect the section of Harrison Street the Developer is constructing to the existing south-half of Harrison Street located between Citrus Road and the section of Harrison Street along the southern boundary of the Silva Trials Property; and

WHEREAS, the pavement taper is to be constructed within approximately 9,899 square feet (.227 Acre) of the Harrison Street alignment located within the City Property.

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

SECTION 1. FINDINGS

Subject to the conditions and requirements below, the Mayor and Council of the City of Goodyear find and determine that it is in the interest of the public health, safety, and welfare of the City to declare that real property, more particularly described and depicted in the Exhibit A attached hereto, and by reference, made a part hereof as a public street.

SECTION 2. DECLARATION OF RIGHT-OF-WAY.

The City of Goodyear, an Arizona municipal corporation, as owner of that real property more particularly described and depicted in Exhibit "A" attached hereto and by reference made a part hereof, hereby declares such property to be right-of-way for a public street and to be maintained by the City of Goodyear.

SECTION 4. CONDITIONS AND RECORDATION

This Resolution 2022-2258 shall not be recorded until all of the following have occurred: (i) all of the conditions necessary for the recordation of the Silva Trails at West Goodyear - Phase 1 Final Plat approved this 18th day of July, 2022 have been satisfied; and (ii) the City Engineer or his/her designee has received signed mylars for the Silva Trails at West Goodyear – Phase 1 Final Plat and is prepared to and has received direction to record the Silva Trails at West Goodyear – Phase 1 Final Plat. The City Clerk shall record this Resolution 2022-2258 with the office of the County Recorder for Maricopa County, Arizona after being notified by the City Engineer or his designee that all the conditions necessary for the recordation of this Resolution 2022-2258 have been satisfied; and immediately following the recordation of this Resolution 2022-2258, the City Clerk shall record the Final Plat referred to herein.

SECTION 5. EFFECTIVE DATE

This Resolution shall become effective upon its adoption by the Mayor and Council of the city of Goodyear, Maricopa County.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Entellus
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018
Tel 602.244.2566
Fax 602.244.8947
Web www.entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
DATE SIGNED 6/10/2021
ARIZONA U.S.A.

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
SILVA TRAILS
RIGHT OF WAY DEDICATION

That portion of the Northwest Quarter of Section 11, Township 1 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at a found Maricopa County Highway Department of Transportation brass cap in a hand hole at the West Quarter Corner of said Section 11, from which a found Maricopa County Department of Transportation brass cap in hand hole at the Northwest Corner of Section 11 bears North 00 degrees 13 minutes 52 seconds East a distance of 2,643.34 feet, said line being the West line of said Northwest Quarter and the basis of bearing for this description;

Thence along the South line of the Northwest Quarter, South 89 degrees 41 minutes 01 seconds East a distance of 337.00 feet to the POINT OF BEGINNING;

Thence North 00 degrees 18 minutes 59 seconds East a distance of 30.00 feet to a point on a line parallel with and 30.00 feet distant from said South line of the Northwest Quarter;

Thence along said parallel line, South 89 degrees 41 minutes 01 seconds East a distance of 329.96 feet to a point;

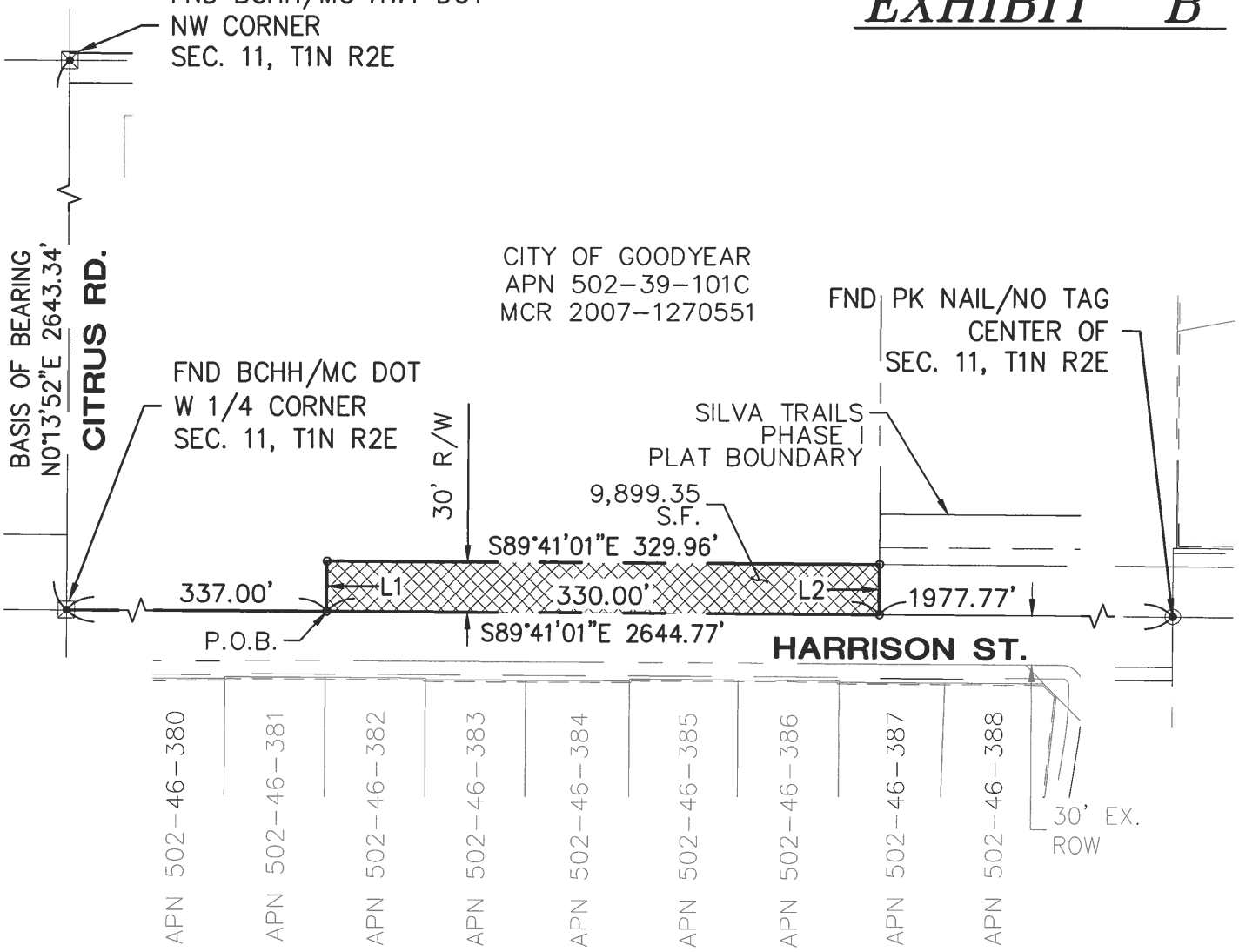
Thence South 00 degrees 13 minutes 52 seconds West a distance of 30.00 feet to a point on said South line of the Northwest Quarter;

Thence along last-mentioned South line, North 89 degrees 41 minutes 01 seconds West a distance of 330.00 feet to the POINT OF BEGINNING.

Containing an area of 9,899 SQUARE FEET, or 0.227 ACRES, more or less.

See attached Exhibit "B"

EXHIBIT "B"



Line Table		
Line #	Length	Direction
L1	30.00'	N0°18'59"E
L2	30.00'	S0°13'52"W

SCALE: N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
71745
ERICK A.
WELCH
Date Signed 06/09/2021
ARIZONA, U.S.A.

LEGEND

RIGHT OF WAY DEDICATION

BASIS OF BEARING

THE *WEST* LINE OF THE *NORTHWEST* QUARTER OF SECTION *11* BEARING *N00°13'52"E*

Entellus™
3033 N. 44th Street Suite 250
Phoenix. AZ 85018.7228
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

MERITAGE HOMES

CITY OF GOODYEAR

SECTION 11, T1N, R2W

RIGHT OF WAY DEDICATION

DATE: 06/09/21	REV'D:	
DRAWN BY: JME	CHK'D: DGF	PG: 2 OF 2
FILE: 728004A_HARRISON RofW		

Polyline Report Wed Jun 9 05:40:35 2021

Northing	Easting	Bearing	Distance
89089.205	39436.854		
		N 00°18'59" E	30.000
89119.204	39437.020		
		S 89°41'01" E	329.956
89117.382	39766.971		
		S 00°13'52" W	30.000
89087.382	39766.850		
		N 89°41'01" W	330.001
89089.205	39436.854		

Closure Error Distance> 0.00000
Total Distance> 719.956
Polyline Area: 9899 sq ft, 0.2273 acres



Centerline Report Wed Jun 9 05:37:53 2021
Centerline File: P:\700\728.004 - Meritage Homes - SEC of Citrus and Van Buren\D_PRODUCTION\Survey\S05_Legal Descriptions\Temp Utility Easements\Harrison St\Harrison R-W Tie Line.cl

Station	Northing	Easting	Bearing	Distance
0+00.000	89091.066	39099.858		
			S 89°41'01" E	337.002'
3+37.002	89089.205	39436.854		



ITEM #: 10.
DATE: 07/18/2022
AI #:1002

CITY COUNCIL ACTION REPORT

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

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

SUMMARY

In 2009, the City enacted the existing Chapter 11, Section 11-1-28, "Disorderly Party, Gathering, Event" providing regulations that are somewhat one-dimensional and duplicative of the Section 11-1-27 Disorderly Conduct criminal code provision. The current "Disorderly Party, Gathering, Event" code provides City police and code enforcement officers with another criminal code provision that only targeted the intoxicated perpetrators engaged in disruptive and unruly behavior.

As Goodyear continues to grow, the number of short-term rental (STR) units and the number of long-term rental (LTR) units within the Goodyear city limits continue to grow. City police and code enforcement officers are interested in expanding the Unruly Gathering regulations that will enable City police and code enforcement officers to issue civil citations to the STR and LTR property owners that repeatedly allow their properties to be utilized for Unruly Gatherings, in addition to existing law/code enforcement tools that deter, disburse and penalize the perpetrators engaged in disruptive, intoxicated and unruly behavior.

Recommendation

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

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

FISCAL IMPACT

There is no fiscal impact with establishing the short-term rental regulations for FY23 or future years. Any fees received from potential violations of the ordinance are expected to be nominal.

BACKGROUND AND PREVIOUS ACTIONS

As Goodyear continues to grow, the number of short-term rental (STR) units and the number of long-term rental (LTR) units within the Goodyear city limits continue to grow. City police and code enforcement officers are interested in expanding the Unruly Gathering regulations that will enable City police and code enforcement officers to issue civil citations to the STR and LTR property owners that repeatedly allow their properties to be utilized for Unruly Gatherings, in addition to existing law/code enforcement tools that deter, disburse and penalize the perpetrators engaged in disruptive, intoxicated and unruly behavior.

STAFF ANALYSIS

Staff recommends Council adoption of Resolution No. 2022-2261 and Ordinance No. 2022-1550 establishing new Unruly Gathering regulations that will provide City police and code enforcement officers with a tool to cite and civilly fine unruly property occupants. In addition, the Unruly Gathering regulations will also allow City police and code enforcement officers to cite and civilly fine rental property owners (as well as owner-occupants) that allow their property(s) to be repeated used for Unruly Gatherings.

Attachments

Resolution w-Exhibit

Ordinance

RESOLUTION NO. 2022-2261

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "AMENDMENT TO GOODYEAR CITY CODE OF ORDINANCES CHAPTER 11-OFFENSES, SECTION 11-1-28, TO ESTABLISH NEW UNRULY GATHERING REGULATIONS."

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

SECTION 1. DECLARATION OF PUBLIC RECORDS

That a certain document titled "Amendment to Goodyear City Code of Ordinances Chapter 11-Offenses, Section 11-1-18 to Establish New Unruly Gathering Regulations," a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2022-1550.

SECTION 3. COPIES FILED WITH THE CITY CLERK

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

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT "A"

AMENDMENT TO GOODYEAR CITY CODE OF ORDINANCES CHAPTER 11-OFFENSES, SECTION 11-1-28, TO ESTABLISH NEW UNRULY GATHERING REGULATIONS

Pursuant to Ordinance No. 2022-1550 adopted by the City of Goodyear City Council on July 18, 2022, CHAPTER 11, SECTION 11-1-28 of the City of Goodyear Code of Ordinances is hereby amended and replaced in its entirety to read as follows:

SECTION 11-1-28
UNRULY GATHERING

(A) **Purpose and intent.** The purpose of this section is to deter behavior associated with unruly gatherings and allow the City to obtain reimbursement for expenses related to responses to unruly gatherings which have been determined to be a threat to the peace, health, safety, or welfare of the general public. The City of Goodyear finds and determines that unruly gatherings held on private property may constitute a nuisance which is a threat to the peace, health, safety and welfare of the general public. Police officers have been required to make repeated responses to unruly parties, gatherings, or events to abate the nuisance and to disperse uncooperative or unruly participants and to restore the public peace and welfare. Such repeat calls deplete the manpower and resources of the police department and can leave other areas of the City with compromised levels of police protection so as to create a significant threat to the safety of both citizens and police officers alike.

(B) **Definitions.** In the Section, unless the context otherwise requires, the following terms or phrases are defined as follows:

1. "Increased Response" means the response of two or more uniformed officers to the scene of an Unruly Gathering in which eleven (11) or more persons are present and where it becomes necessary to restore the public peace, health, safety and/or general welfare.

2. "Juvenile" means any person under the age of eighteen (18) years.

3. "Minor" means any person under the age of twenty-one (21) years.

4. "Owner" means any owner, as well as any agent of an owner such as a landlord, acting on behalf of the owner, who controls or otherwise regulates the occupancy or use of the property.

5. "Premises" means any property that is the site of an Unruly Gathering. For residential properties, Premises can mean the dwelling unit, units, or other common areas where the Unruly gathering occurs.

6. "Responsible Person" means any person in attendance at a Unruly Gathering including any Owner, occupant, tenant, or tenant's guest or any sponsor, host or organizer of a social activity or special occasion or Owner that was aware of the social activity or special occasion constituting the Unruly Gathering, even if such person is not in attendance, or any Owner who had been notified that a Unruly Gathering had

previously occurred on the same Premises within one hundred eighty (180) days prior to a subsequent Unruly Gathering. If such a person is a Juvenile, the term "Responsible Person" includes, in addition to the Juvenile, the Juvenile's parents or guardians. Responsible Person does not include Owners or persons in charge of Premises where an Unruly Gathering takes place if the persons in attendance obtained use of the Premises through illegal entry or trespassing. A person need not be present at the time of the party, gathering or event to be deemed responsible.

7. “Unruly Gathering” means a gathering of five (5) or more persons on any private property, including property used to conduct business, which constitutes a threat to the public peace, health, safety or general welfare including, but not limited to**:** excessive noise (meaning noise witnessed and reasonably evaluated by a police officer and/or by a code enforcement officer as disturbing the peace and quiet enjoyment of people working or living in the vicinity of the Premises), impeding traffic, obstruction of public streets by crowds or vehicles, use or possession of illegal drugs, drinking in public areas, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and/or littering.

8. “Unruly Gathering Notice (Notice)” means a document identifying the Premises as the site of an Unruly Gathering in which a citation was issued and advising the Owner, occupants, guests or other persons entering the Premises that any future Unruly Gathering upon the Premises shall have additional consequences.

(C) **Unruly Gathering.**

1. When a police officer responds to any Unruly Gathering and that police officer determines there is a threat to the public peace, health, safety or general welfare, the police officer may issue a civil citation for Unruly Gathering to any Responsible Person. If the Responsible Person is the Owner and the Owner is not present and was not the sponsor, organizer or host of the event and the Owner had notice that an Unruly Gathering had occurred on the Premises within the prior one hundred eighty (180) days, the Owner shall be charged with a civil citation.

2. A police officer may abate an Unruly Gathering by reasonable means including, but not limited to, citation or arrest of violators under applicable ordinances or state statutes and dispersing any remaining gathered participants. Any participant not a tenant on a lease document who fails to disperse may be deemed a Responsible Person and cited for Unruly Gathering.

3. The police officer or other police employees shall provide an Unruly Gathering Notice to the Responsible Person(s) and/or Owner in any of the following manners:

    a) By personal service of any Responsible Person(s) being cited at the Unruly Gathering; or,

    b) By posting of the Notice on the door of the Premises of the Unruly Gathering; or,

    c) By mailing the Notice to the Owner, at the address shown on the Maricopa County property tax assessment records. Such notification shall be made by certified mail; with the return receipt serving as evidence of service.

4. Upon request, the Owner must provide the names of any and all occupants listed on the leasing documents at any location where the Police Department responds to a Unruly Gathering.

(D) **Subsequent Unruly Gathering.**

1. Consistent Premises - If, after receiving an Unruly Gathering Notice as provided in §11-1-28(C)3., a second or subsequent police response or responses is/are necessary to the same Premises for an Unruly Gathering within ninety (90) days of the first response, such response(s) shall be deemed a second response and subject to the higher fines as provided in §11-1-28(H). If, after written notice of the violation as provided in §11-1-28(C)3., a third response is necessary to the same Premises for an Unruly Gathering within one hundred twenty (120) days of the second response, such response shall be deemed a third response and subject to the highest fines as provided in §11-1-28(H).

2. Consistent Responsible Person - If, after receiving an Unruly Gathering Notice as provided in §11-1-28(C)3., a second or subsequent police response or responses is necessary to any Premises involving the same Responsible Person for an Unruly Gathering within ninety (90) days of the first response, such response shall be deemed a second response and subject to the higher fines as provided in §11-1-28(H). If, after written notice of the violation as provided in §11-1-28(C)3., a third response is necessary to any Premises involving the same Responsible Person for an Unruly Gathering within one hundred twenty (120) days of the second response, such response shall be deemed a third response and subject to the highest fines as provided in §11-1-28(H).

3. Once a Premises is initially posted as a result of an Unruly Gathering and the conduct causing the gathering to be unruly has ceased, a resumption of unruly behavior on the Premises resulting in another police response shall constitute a new and separate, yet cumulative, Unruly Gathering for purposes of this section.

(E) **Posting of Unruly Gathering**

1. The Premises at which the Unruly Gathering occurs shall be posted with a Notice stating:

    a) That an Unruly Gathering has occurred at the Premises;

    b) The date of the Unruly Gathering;

    c) That any subsequent Unruly Gathering on the same Premises resulting in a citation, and subsequent conviction thereof, within a ninety (90) day period (or within one hundred and twenty days (120) of a second Unruly Gathering, as defined herein, with or without Increased Response, and within one hundred eighty days (180) of a third Unruly Gathering, as defined herein, with or without an Increased Response) shall result in the Responsible Person(s) liability for the penalties provided in this ordinance;

d) The right to contest the posting, as provided in subsection (4)(d) of this section; and,

e) Contact information at the police department.

2. Posting Requirements. Premises shall be posted with an Unruly Gathering Notice as provided in this section each time an Unruly Gathering occurs. The Owner, occupant or tenant of the Premises, if present, shall be advised as to the location in which such Notice is posted in order to achieve both the security of the Notice and its prominent display. The Unruly Gathering Notice shall be posted in a place visible upon inspection by a police officer during the prescribed period. In the event that the Premises are already posted at the time of a subsequent posting, the ninety (90) day period from the date of the existing posting shall be extended an additional one hundred and twenty (120) days from the date of the subsequent posting.

(F) **Removal of notice prohibited;** The Owner of the posted Premises shall be responsible for ensuring that the Unruly Gathering Notice is not removed, defaced, or concealed. The removal, defacement, or concealment of a posted Notice is a civil infraction carrying a mandatory penalty of a minimum of two hundred fifty dollars ($250.00) in addition to any other penalties which may be imposed under this section.

(G) **Right to contest posting.**

1. An Owner, occupant, or tenant of the posted Premises may contest the posting of the Notice by filing a written petition for a civil hearing in the City Municipal Court requesting that the court determine whether justification existed for posting of the notice under the provisions of this section. The petition must be filed within ten (10) days after the posting of the Notice or, if the Notice is given by mail, within fifteen (15) days after the postage date of the mailing of the Notice, and not thereafter. The court shall set a time and date for a hearing to be held no later than fifteen (15) days after receipt of the written petition and shall notify both the petitioner and the City Attorney of the hearing date. In order to avoid the possibility of conflicting rulings, if more than one (1) petition is filed under this subsection relating to a single posting, for example by multiple lawful occupants of the posted Premises, the court shall set only one (1) hearing and shall consolidate the petitions and notify all petitioners of the hearing date and time. At the hearing, the City has the burden of proving, by a preponderance of evidence, that the posting of the Notice was justified pursuant to the provisions of this section.

2. An Owner of a posted Premises, at any time after the posting or the mailing of the Notice, may petition the City Municipal Court for an order directing the removal of the Notice on the grounds that the Owner has taken reasonable and necessary actions to prevent the occurrence of a subsequent Unruly Gathering at the posted location. The court shall set a time and date for a hearing to be held no later than fifteen (15) days after receipt of the petition and shall notify both the petitioner and the City Attorney of the hearing date. At the hearing, the petitioner has the burden of proving, by a preponderance of evidence, that the petitioner has taken reasonable and necessary actions to prevent the occurrence of a subsequent Unruly Gathering. This petition process is not available to an Owner who was present at the Unruly Gathering and engaged in conduct causing the gathering to be unruly.

(H) **Penalties.**

1. Civil Offense for Non-Owner as the Responsible Person. If the Responsible Person is convicted of an Unruly Gathering, the civil penalty shall be a minimum mandatory fine of one thousand dollars ($1000) for a first violation. Additionally, if the Responsible Person for an Unruly Gathering has previously been convicted for an Unruly Gathering, regardless of the location of the prior violation in the City of Goodyear, the penalty shall be a minimum mandatory fine of two thousand dollars ($2,000) for a second violation, and a minimum mandatory fine of two thousand five hundred dollars ($2,500) for a third or subsequent violation.

2. Civil Offense for Owner as the Responsible Person. If the Responsible Person is an Owner that was not present at the Unruly Gathering, was not aware of the social activity or special occasion constituting the Unruly Gathering, and was not an organizer, host or sponsor of the Unruly Gathering, but had been notified that an Unruly Gathering had previously occurred on the property within one hundred eighty (180) days prior an Unruly Gathering, then the civil penalty shall be a minimum mandatory fine of one thousand dollars ($1000) for a first violation, a minimum mandatory fine of two thousand dollars ($2,000) for a second violation, and minimum mandatory fine of two thousand five hundred dollars ($2,500) for a third or subsequent violation.

(I) **Enforcement.** The Police Department is authorized to enforce the provisions of this section regardless of whether enforcement is initiated by a complaint from a member of the public or detection by the Police Department without any such complaint. Peace officers shall enforce the provisions of this section using their sound discretion and the consideration of the totality of the circumstances, including but not limited to the use of the Premises (e.g. residential, commercial, etc.).

ORDINANCE NO. 2022-1550

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ENACTING AN AMENDMENT TO CHAPTER 11 OF THE CITY OF GOODYEAR CODE OF ORDINANCES, TO AMEND AND REPLACE, SECTION 11-1-28, TO ESTABLISH NEW AND EXPANDED UNRULY GATHERING REGULATIONS; PROVIDING FOR CORRECTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the City of Goodyear, have determined that the public health, safety and welfare of the City of Goodyear and its citizens require certain amendments to the City of Goodyear Code of Ordinances; and

WHEREAS, the current Section 11-1-28 of Goodyear City Code entitled "Disorderly party, gathering, event," which was enacted in 2009, is being replaced in its entirety by a new Section 11-1-28 ordinance entitled "Unruly Gathering;" and

WHEREAS, this new Section 11-1-28 ordinance entitled "Unruly Gathering" provides City police and code enforcement officers with the enhanced ability to cite property owners that allow repeated unruly gatherings to occur at their property(s) in addition to persons engaged in the unruly gathering behavior; and, the new "Unruly Gathering" regulations are applicable to any property regardless of its private or public property status, and regardless of the property's use or zoning classification; and

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona believe it is in the best interest of the City and its citizens to enact a new Section 11-1-28 of Chapter 11 to the City of Goodyear Code of Ordinances entitled "Unruly Gathering."

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

SECTION 1. AMENDMENT TO CHAPTER 11, TO RETITLE SECTION 11-1-28 DISORDERLY PARTY, GATHERING, EVENT

Section 11-1-28, "Disorderly Party, Gathering, Event" is hereby amended to retitle the section name to, "Unruly Gathering."

SECTION 2. AMENDING AND REPLACING IN ITS ENTIRETY SECTION 11-1-28 OF THE CITY OF GOODYEAR CODE OF ORDINANCES

Section 11-1-28 is hereby amended and all sections and subsections shall be deleted and replaced in their entirety, as set forth in that certain document titled, "Amendment to Goodyear City Code of Ordinances Chapter 11-Offenses, Section 11-1-28, to Establish New Unruly Gathering Regulations," which is attached as Exhibit A to Resolution No. 2020-2261 and is declared a public record, three copies of which are on file with the City Clerk of the city of Goodyear and which is referred to, adopted, and made a part hereof as if fully set forth in the Ordinance.

SECTION 2. 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 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE

This ordinance shall become effective as prescribed by law. The provisions of any ordinance, regulation, or requirement of the City of Goodyear being amended by this Ordinance shall remain in full force and effect until the effective date of this Ordinance.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ITEM #: 11.
DATE: 07/18/2022
AI #:812

CITY COUNCIL ACTION REPORT

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

STAFF PRESENTER(S): Hugh Bigalk, P.E., City Traffic Engineer

SUMMARY

Amending Intergovernmental Agreement (IGA 20-0007784-I) with the Arizona Department of Transportation (ADOT) that provided funding for the purchase and installation of Intelligent Transportation System (ITS) Equipment at the City of Goodyear Traffic Management Center (TMC) and along Estrella/PebbleCreek Parkway from MC 85 to Indian School Road to reflect increased federal funding for the project.

Recommendation

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

FISCAL IMPACT

The original project cost, consisting of ADOT Plan Review, design and construction is illustrated below in Table 1. It included a total federal funding contribution from the Maricopa Association of Governments (MAG) of $1,553,875 and matching city funds in the amount of $129,925, for a total project cost of $1,683,800.

Table 1: Project Costs

	Prior Funding (Approved Fall 2020)			**Current Funding (FY2022)**		
Phase	***Federal***	***City***	***Total***	**Federal**	**City**	**Total**
ADOT Plan Review	*$0*	*$30,000*	*$30,000*	$0	$30,000	$30,000
Design	*$0*	*$6,000*	*$6,000*	$0	$6,000	$6,000
Construction	*$1,553,875*	*$93,925*	*$1,647,800*	$1,980,134	$119,690	$2,099,824
Total	***$1,553,875***	***$129,925***	***$1,683,800***	**$1,980,134**	**$155,690**	**$2,135,824**

Since the original IGA was executed, the estimated construction costs increased from $1,647,800 to $2,099,824. The City requested and on January 26, 2022, MAG Regional Council approved additional federal funds in the amount of $401,963 with an additional City Match of $24,296 and on March 23, 2022, MAG Regional Council approved additional federal funds in the amount of $24,296 with an additional City Match of $1,469. The total additional federal funding available for the project is $426,259 Based on the revised estimate and the additional federal funding awarded for the project, the construction costs will be funded with $1,980,134 in federal funds and $119,690 (5.7% of $2,099,824) in city funds. The net result of the increase in the estimated construction costs and the additional federal funding is the city's match obligation for the construction phase of the project has increased from $93,925 to $119,690. To date, the City has paid ADOT a total of $520,184 towards the costs of the project ($93,925 + $426,259). (The City has not paid its additional match of $25,765 ($24,296 + $1,469)). Accordingly, the City will receive a reimbursement of $400,494 ($520,184 – $119,690).

BACKGROUND AND PREVIOUS ACTIONS

On November 16th, 2020 (CAR #2020-7041), the city entered into an IGA with the State of Arizona for the installation of ITS equipment at the city's TMC and along Estrella/PebbleCreek Parkway from MC 85 to Indian School Road.

STAFF ANALYSIS

Since the original IGA was executed in the fall of 2020, the estimated construction costs increased from $1,647,900 to $2,099,824. Amendment One amends the cost estimate and modifies the original IGA to reflect the additional federal and city funding for the project.

Attachments

IGA

ADOT File No.: IGA 20-0007784-I
Amendment No. One: 22-0008499-I
AG Contract No.: P001 2020 001510
Project Location/Name: Estrella/Pebble Creek Pkwy
Type of Work: Vehicle Detection, Traffic Signal Controllers, and TMC Central System Upgrade
Federal-aid No.: GDY-0(214)T
ADOT Project No.: T026301D/01C
TIP/STIP No.: GDY21-060D/C
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: NA

AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), is entered into this date _____, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "CITY").The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 20-0007784-I, A.G. Contract No. P001 2020 001510, was executed on November 25, 2020, (the "Original Agreement");

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, **in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise Project costs; Exhibit A is revised and replaced accordingly. The Parties desire to amend the Original Agreement, as follows:**

Consistent with the Original Agreement, the City has been invoiced and paid $30,000.00 for the City's total share of PDA and design costs, and $93,925.00 for the City's construction cost match; construction bids exceeded the cost estimate, the City was invoiced and paid $426,259.00 to award the construction contract. The City requested and received additional

federal funding to cover the awarded contract in the amount of $426,259.00 with a match of $25,765.00 for a total of $452,024.00. After execution of this Amendment No. One, the City will be reimbursed $400,494.00.

The Parties incorporate the Recitals set forth above and Exhibit A, attached hereto and made a part hereof, as part of the body of this Amendment No. One.

I. RECITALS

(NO CHANGES)

II. SCOPE OF WORK

(NO CHANGES)

III. MISCELLANEOUS PROVISIONS

(NO CHANGES)

EXCEPT AS AMENDED, **ALL OTHER** terms and conditions of the Original Agreement and Amendment No. One remain in full force and effect.

Remainder of this page intentionally left blank.

(Signatures on the next page)

THIS AMENDMENT NO. One shall become effective upon the signing and dating of all Parties.

IN ACCORDANCE WITH A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF GOODYEAR

By _____ Date_____
JOE PIZILLO
Mayor

ATTEST:

By _____ Date_____
DARCIE McCRACKEN
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GOODYEAR, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date_____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
STEVE BOSCHEN, PE
Division Director

A.G. Contract No. P001 2020 001510 (ADOT IGA 20-0007784-I, Amendment No. One: 20-0008499-I), an Agreement between public agencies, the State of Arizona and City of Goodyear has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401 by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

EXHIBIT A

IGA 20-0007784-I
Amendment No. One: 22-0008499-I
Cost Estimate

T0263 01D/01C

The federal funds will be used for the construction of the Project, including the construction engineering (CE) and administration cost. The estimated Project costs are as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid:

PDA costs*	$	30,000.00
Subtotal – PDA	**$**	**30,000.00**
Construction:		
Federal-aid funds @ 94.3%	$	1,980,134.00
City's match @ 5.7%	$	119,690.00
Subtotal – Construction**	**$**	**2,099,824.00**
Estimated TOTAL Project Cost	**$**	**2,129,824.00**
Total Estimated City Funds	**$**	**149,690.00**
Total Federal Funds	**$**	**1,980,134.00**

*(Included in the City Estimated Funds)
**(Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

ITEM #: 12.
DATE: 07/18/2022
AI #:813

CITY COUNCIL ACTION REPORT

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

STAFF PRESENTER(S): Hugh Bigalk, P.E., City Traffic Engineer

SUMMARY

Amending Intergovernmental Agreement (IGA 20-0007781-I with the Arizona Department of Transportation (ADOT) that provided funding for the purchase and installation of Intelligent Transportation System (ITS) Equipment along McDowell Road from SR 303 to ¼ mile west of Dysart Road to reflect increased federal funding for the project.

Recommendation

Approve Amendment One to the Intergovernmental Agreement, IGA 20-0007781-I, A.G. Contract No. P0012020001486 with the Arizona Department of Transportation Project/Location Name: McDowell Rd – SR 303 to Dysart Rd. (Hugh Bigalk, P.E., City Traffic Engineer)

FISCAL IMPACT

Table 1 below sets forth the original expected project costs, including the city's obligations for such costs and the revised project costs, including the city's obligations for the revised costs.

Table 1: Project Costs

	Prior Funding (Approved Fall 2020)				**Current Funding (FY2022)**			
Phase	***Federal***	***City 5.7%***	***City 100%***	***Total***	**Federal**	**City 5.7%**	**City 100%**	**Total**
ADOT Plan Review	*$0*	*$30,000*	*$0*	*$30,000*	$0	$30,000	$0	$30,000
Design	*$0*	*$6,000*	*$0*	*$6,000*	$0	$6,000	$0	$6,000
Procurement	***$297,469***	***$17,981***	***$113,550***	***$429,000***	**$468,328**	**$28,309**	**$28,552**	**$525,189**
Total	***$297,469***	***$53,981***	***$113,550***	***$465,000***	**$468,328**	**$64,309**	**$28,552**	**$561,189**

As reflected in Table 1, the federal funding available for this project when it was approved was not sufficient to cover 94.3% of the cost of the original procurement costs (cost of construction). The federal government funding was limited to $297,469 with a 5.7% match from the city was responsible for 100% of the shortfall ($113,550). The actual procurement costs (construction cost) exceeded the amount reflected in the original IGA, increased by $96,198, from $429,000 to $525,198. At the city's request, MAG Regional Council approved additional federal funds in the amount of $170,859 with an additional $10,328 city match. The additional federal funding reduced the shortfall that the city was 100% responsible for paying from $113,550 to $28,552. Based on the revised estimate and the additional federal funding awarded for the project, the procurement costs will be funded with $468,328 in federal funds and $56,861 in city funds consisting of $28,309 (city's 5.7% match) and $28,552 (city 100%).

The net result of the increase in the estimated procurement costs and the additional federal funding is the city's obligation for the procurement phase of the project has been reduced from $131,531 to $56,900. Because the city has paid $227,719 towards the procurement costs, following the execution of this Amendment, the City will be entitled to a reimbursement of $170,858 ($227,719 - $56,861).

BACKGROUND AND PREVIOUS ACTIONS

On November 16th, 2020 (CAR #2020-7037), the city entered into an IGA with the State of Arizona for the purchasing and installation of ITS equipment along McDowell Road from SR 303 to ¼ mile west of Dysart Road.

STAFF ANALYSIS

Since the original IGA was executed in the fall of 2020, the estimated procurement costs increased from $429,000 to $525,189 and additional federal funding has become available. Amendment One amends the cost estimate and modifies the original IGA to reflect the additional federal and city funding for the project.

Attachments

IGA

ADOT File No.: IGA 20-0007781-I
Amendment No. One: 22-0008570-I
AG Contract No.: P001 2020 001486
Project Location/Name: McDowell Rd - SR 303 to Dysart Rd
Type of Work: Vehicle Detection and Data Improvements
Federal-aid No.: GDY-0(213)T
ADOT Project No.: T0261
TIP/STIP No.: GDY21-062
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: NA

AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), is entered into this date _____, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City").The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA/JPA 20-0007781-I, A.G. Contract No. P001 2020 001486, was executed on December 7, 2020, (the "Original Agreement");

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, **in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise Project costs; Exhibit A is revised and replaced accordingly. The Parties desire to amend the Original Agreement, as follows:**

Consistent with the Original Agreement, the City has been invoiced and paid $30,000.00 for the City's total share of PDA, and $227,719.00 for the City's Project costs; Project costs exceeded the cost estimate, the City requested and received additional federal funding in the amount of $170,859.00 (for a total of $468,328.00 of federal aid), the final Procurement amount totaled $525,189.00. After execution of this Amendment No. One, the City will be reimbursed $170,858.00.

The Parties incorporate the Recitals set forth above and Exhibit A, attached hereto and made a part of the body of this Amendment No. One.

I. RECITALS

(NO CHANGES)

II. SCOPE OF WORK

(NO CHANGES)

III. MISCELLANEOUS PROVISIONS

(NO CHANGES)

EXCEPT AS AMENDED, **ALL OTHER** terms and conditions of the Original Agreement shall remain in full force and effect.

Remainder of this page intentionally left blank.

(Signatures on the next page)

THIS AMENDMENT NO. ONE shall become effective upon the signing and dating of all Parties.

IN ACCORDANCE WITH A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF GOODYEAR

By _____ Date_____
JOE PIZILLO
Mayor

ATTEST:

By _____ Date_____
DARCIE McCRACKEN
City Clerk

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GOODYEAR, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and and A.R.S. § 48-572declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.
Approved as to Form:

By _____ Date_____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
STEVE BOSCHEN, PE
Division Director

A.G. Contract No. P001 2020 001486 (ADOT IGA 20-0007781-I, Amendment No. One: 22-0008570-I), an Agreement between public agencies, the State of Arizona and the City of Goodyear has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401 by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

EXHIBIT A

IGA 20-0007781-I
Amendment No. One: 22-0008570-I
Cost Estimate

T0261

The federal funds will be used for the procurement costs of the Project. The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid:

PDA costs*	$	30,000.00

Procurement:

Federal-aid funds @ 94.3%	$	468,328.00
City's match @ 5.7%	$	28,309.00
City's contribution @ 100%	$	28,552.00
Subtotal – Procurement	**$**	**525,189.00**
Estimated TOTAL Project Cost	**$**	**555,189.00**
Total Estimated City Funds	**$**	**86,861.00**
Total Federal Funds	**$**	**468,328.00**

* (Included in the City Estimated Funds)

ITEM #: 13.
DATE: 07/18/2022
AI #:814

CITY COUNCIL ACTION REPORT

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

STAFF PRESENTER(S): Hugh Bigalk, P.E., City Traffic Engineer

SUMMARY

Amending Intergovernmental Agreement (IGA 20-0007782-I with the Arizona Department of Transportation (ADOT) that provided funding for the purchase and installation of Intelligent Transportation System (ITS) Equipment along Litchfield Road from MC 85 to Wigwam Boulevard.

Recommendation

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

FISCAL IMPACT

Table 1 below sets forth the original expected project costs, including the city's obligations for such costs and the revised project costs, including the city's obligations for such costs. As reflected in Table 1, since the original IGA was executed, the estimated procurement costs increased from $517,100 to $728,543. At the city's request, MAG Regional Council approved additional federal funds in the amount of $199,485 on March 23rd, 2022 with an additional $12,058 city match. Based on the revised estimate and the additional federal funding awarded for the project, the procurement costs will be funded with $687,016 in federal funds with a $41,527 (5.7% of $728,543) city match.

Table 1: Project Costs

	Prior Funding (Approved Fall 202)			**Current Funding (FY2022)**		
Phase	***Federal***	***City***	***Total***	**Federal**	**City**	**Total**
ADOT Plan Review	*$0*	*$30,000*	*$30,000*	$0	$30,000	$30,000
Design	*$0*	*$6,000*	*$6,000*	$0	$6,000	$6,000
Procurement	*$487,531*	*$29,469*	*$517,100*	$687,016	$41,527	$728,543

Total	***$487,531***	***$65,469***	***$553,100***	**$687,016**	**$77,527**	**$764,543**

The net result of the increase in the estimated procurement costs and the additional federal funding is the city's match obligation for the procurement phase of the project has increased from $29,469 to $41,527. Because the city has paid $149,620 towards the procurement costs, following the execution of this Amendment, the City will be entitled to a reimbursement of $108,093 ($149,620 - $41,527).

BACKGROUND AND PREVIOUS ACTIONS

On November 16th, 2020 (CAR #2020-7038), the city entered into an IGA with the State of Arizona for the purchasing and installation of ITS equipment along Litchfield Road from MC 85 to Wigwam Boulevard.

STAFF ANALYSIS

Since the original IGA was executed in the fall of 2020, the estimated procurement costs increased from $517,000 to $728,543. Amendment One amends the cost estimate and modifies the original IGA to reflect the additional federal and city funding for the project.

Attachments

IGA

ADOT File No.: IGA 20-0007782-I
Amendment No. One: 22-0008571-I
AG Contract No.: P001 2020 001488
Project Location/Name: Litchfield Rd ITS
Type of Work: Vehicle Detection & Data Improvements
Federal-aid No.: GDY-0(212)T
ADOT Project No.: T0262
TIP/STIP No.: GDY21-061-CL
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: NA

AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), is entered into this date _____, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City").The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 20-0007782-I, A.G. Contract No. P001 2020 001488, was executed on December 7, 2020, (the "Original Agreement");

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, **in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise Project costs; Exhibit A revised and replaced accordingly. The Parties desire to amend the Original Agreement, as follows:**

Consistent with the Original Agreement, the City has been invoiced and paid $30,000.00 for the City's total share of PDA, and $29,469.00 for the City's procurement cost match and procurement contribution; equipment exceeded the cost estimate, the City was invoiced and paid $120,151.00 to award the procurement contract. The City requested and received additional federal funding in the amount of $199,485.00 for a total amount of $728,543.00 for the procurement of Equipment including the City's match. After execution of this Amendment No One, the City will be reimbursed $108,093.00.

The Parties incorporate the Recitals set forth above as part of the body of this Amendment No. One.

I. RECITALS

(NO CHANGES)

II. SCOPE OF WORK

(NO CHANGES)

III. MISCELLANEOUS PROVISIONS

(NO CHANGES)

EXCEPT AS AMENDED, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

Remainder of this page intentionally left blank.

(Signatures on the next page)

THIS AMENDMENT NO. ONE shall become effective upon the signing and dating of all Parties.

IN ACCORDANCE WITH A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF GOODYEAR

By _____ Date_____
JOE PIZILLO
Mayor

ATTEST:

By _____ Date_____
DARCIE McCRACKEN
City Clerk

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GOODYEAR, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.
Approved as to Form:

By _____ Date_____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
STEVE BOSCHEN, PE
Division Director

A.G. Contract No. P001 2020 001488 (ADOT IGA 20-0007782-I, Amendment No. One: 22-0008571-I), an Agreement between public agencies, the State of Arizona and the City of Goodyear has been reviewed pursuant to to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401 by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

EXHIBIT A

IGA 20-0007782-I
Amendment No. One: 22-0008499-I
Cost Estimate

T0262

The federal funds will be used for the procurement costs of the Project. The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid:

PDA costs*	$	30,000.00

Procurement:

Federal-aid funds @ 94.3%	$	687,016.00
City's match @ 5.7%	$	41,527.00
Subtotal – Procurement	**$**	**728,543.00**
Estimated TOTAL Project Cost	**$**	**758,543.00**
Total Estimated City Funds	**$**	**71,527.00**
Total Federal Funds	**$**	**687,016.00**

* (Included in the City Estimated Funds)

ITEM #: 14.
DATE: 07/18/2022
AI #:999

CITY COUNCIL ACTION REPORT

SUBJECT: USE PERMIT FOR A CONVENIENCE USE (FREDDY'S FROZEN CUSTARD AND STEAKBURGERS RESTAURANT WITH DRIVE-THRU)

STAFF PRESENTER(S): Guadalupe Ortiz Cortez, Assistant Planner

---

OTHER PRESENTER(S):
Joe Murray, JCM Design Group

SUMMARY

This is a Public Hearing for a use permit for a convenience use (Freddy's Frozen Custard and Steakburgers drive-through restaurant) proposed on an approximately .86-acre parcel within the Canyon Trails Towne Center located at the northeast corner of Yuma Road and Cotton Lane. The center is zoned PAD (Planned Area Development) and is designated for commercial uses.

Recommendation

Approve the request for a use permit for convenience use (Freddy's Frozen Custard and Steakburgers drive-through restaurant) on an approximately .86-acre parcel within the Canyon Trails Towne Center zoned PAD/Commercial, subject to stipulations. (Guadalupe Ortiz Cortez, Assistant Planner)

STIPULATIONS

1. All future development on the subject property (Property) will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation;

2. Except as provided herein, the configuration and location of the proposed drive-through lanes and pick-up window and resultant traffic patterns shall be developed in substantial conformance with the preliminary site plan attached hereto. If the owner wants to reconfigure the site and the proposed site plan is not substantial conformation with the preliminary site plan, the future proposed site plan shall comply with the requirements of Section 4-2-18 of the Goodyear Zoning Ordinance;

3. In no instance shall queued vehicles obstruct designated fire lanes, parking stalls, public streets, impede emergency access, interfere with the movement of traffic (on or off-site) or

interfere with the movement of pedestrians (on or off-site);

4. Three-foot high masonry screen walls, designed to match the existing screen walls within the Canyon Trails Towne Center commercial center, shall be installed along the drive-through lane, at the locations shown on the preliminary site plan attached hereto;

5. The buildings located on the Property shall be in substantial conformance with the conceptual building elevations attached hereto; and

6. No signage is approved as part of this use permit. All signage proposed on the Property shall require separate submittal and review of sign permits, and shall comply with the Comprehensive Sign Package approved for the Canyon Trails Towne Center, as it may be amended.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The Property is a part of the Canyon Trails Towne Center PAD. The center consists of 91 acres designated for commercial use located at the northeast corner of Cotton Lane and Yuma Road. The Canyon Trails Towne Center PAD was approved by the City Council on May 16, 2005, with the adoption of Ordinance No. 05-942.

The Property is Lot 7 of the final plat of the Canyon Trails Towne Center (2007-0858797). The final plat was approved by the City Council on July 9, 2007.

The Planning and Zoning Commission considered this item at their regular meeting of July 6, 2022. The Commission unanimously voted to forward a recommendation of approval to the City Council (5-0).

STAFF ANALYSIS

Current Policy:
A use permit requires review by the Planning and Zoning Commission and approval by the City Council following required public hearings. The process for the review of a use permit is set forth in section 1-3-2 of the Goodyear Zoning Ordinance and in the City of Goodyear Administrative Process Manual.

City Council approved a Zoning Ordinance Text Amendment for drive-thru restaurants at their regular meeting on June 27, 2022 (AI# 936). The text amendment becomes effective 30 days after the approval on June 27, 2022. Because this project proposal was submitted and reviewed prior to the text amendment approval, the text amendment does not apply to this use permit unless the owner fails to develop the property in substantial compliance with the

preliminary site plan attached hereto. If the owner substantially revises the site plan, rather than requiring the owner to amend the use permit, the owner will be required to develop the property in compliance with the standards and requirements set forth in the newly adopted section 4-2-18 (Drive-Through Restaurants) of the Goodyear Zoning Ordinance.

Details of the Request:

The applicant is requesting a use permit for a convenience use (Freddy's Frozen Custard and Steakburgers drive-through restaurant) on an approximately .86-acre parcel within the Canyon Trails Towne Center commercial center. As previously noted, the Property is designated for commercial use and will be developed in accordance with the PAD's design guidelines and city's C-2 (General Commercial) zoning district. As required in the C-2 zoning district, a restaurant with a drive-through must obtain approval of a use permit prior to development.

The proposed convenience use will be a Freddy's Frozen Custard and Steakburgers with a drive-though. As shown on the preliminary site plan submitted with the use permit, the restaurant will consist of a single-story 3,190 square-foot building and outdoor seating. Indoor dining and drive-through service options will be provided for customers.

Parking for the proposed convenience use will be provided onsite in conformance with city standards. But, if additional overflow parking should be needed, cross access and shared parking agreements exist for the center.

As shown on the conceptual building elevations submitted with the use permit, the building design will utilize the materials and colors approved for the Canyon Trails Towne Center. Final building design will be approved at time of site plan review and approval.

Section 1-3-2 (Use Permits) of the Zoning Ordinance requires that the Planning and Zoning Commission and City Council determine that the proposed use meets the following findings prior to granting a Use Permit:

1. The Use Permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare;

As described in the materials provided with the use permit, the proposed use should not generate excessive odors, noise or light to the detriment of the surrounding area. Traffic impacts have been reviewed and determined to be in conformance with the roadway capacity and improvements for this area. The drive-through lanes and queue have been internalized to the Property and should not detrimentally affect surrounding properties or public streets. Vehicular queuing space has been provided in conformance with city standards.

2. The proposed use is reasonably compatible with uses permitted in the surrounding area;

The proposed use is located within a commercial center intended for similar commercial uses, including those uses with drive-through facilities (as allowed with a use permit). Surrounding development includes various retail and service uses along with several other drive-through restaurants. Furthermore, the proposed use is located within a large commercial center and within close proximity to a future freeway corridor. As such, the proposed use will be compatible with the existing and planned uses in the surrounding area in terms of hours of operation, traffic generation, and intensity (noise, light, etc.). The nearest residential development (±800 feet) is located to the west, Canyon Trails. Given this large separation,

there should be no adverse effects from the operation of the proposed convenience use on these residential properties.

Section 4-2-2 (Convenience Uses) of the Zoning Ordinance provides the following additional evaluation criteria for convenience uses regarding their potential impact on traffic congestion, the neighborhood in general, and their appropriateness for the site:

1. Adequacy of the parcel size and configuration to provide for proper access and internal circulation.

The approximately .86-acre parcel is of sufficient size and configuration to accommodate the proposed restaurant with drive-through. The proposed access and internal traffic circulation pattern have been designed to be consistent with the overall master site plan. Queuing space for the drive-through is in conformance with city standards and, pursuant to the traffic study, can be accommodated onsite without adversely impacting any public streets or adjacent land uses. Nevertheless, a stipulation addressing queuing and traffic management is proposed with this use permit.

2. Compatibility of the proposed hours of operation with adjacent residential areas.

Hours of operation are intended to be from 9:00 AM to 11:00 PM, seven days a week. Given the proposed use's location within a developed commercial center, and with no adjacent residential uses, staff does not recommend any restrictions on hours of operation.

3. Required traffic mitigation measures, if any.

A traffic study was submitted with the application for use permit. The study concluded that the use was not expected to create queues that would obstruct major internal drive aisles or public roadways. The traffic study for the site has been approved by the Engineering Department.

Off-site street and access improvements adjacent to the commercial center have been completed to an interim condition until the freeway is ultimately constructed. The center's internal improvements related to circulation and parking have also been completed.

Ingress/egress is provided from Canyon Trails Boulevard, Cotton Lane, and Yuma Road. Both full turning movements at signalized intersections and right-in/right-out turning movements are provided to the commercial center.

4. Other concerns, which may place the advisability of the proposed convenience use in question.

Staff found no other concerns with the development of a convenience use on the Property.

Fire Department:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#184	2.63	1.31	2.63	1.31	#181	8.75	4.38	8.75	4.38

Public Participation:
In accordance with the city's Citizen Review Ordinance, a notice was sent to all property owners within 500 feet of the Property. To date, staff has not received any inquiries on the project.

Notice for the public hearings before the Planning and Zoning Commission and City Council included the following: a notice mailed to surrounding property owners; a sign posted on the property; and a legal notice published in the Arizona Republic, Southwest Edition.

The Planning and Zoning Commission considered this item at their regular meeting of July 6, 2022. Upon conclusion of the staff presentation, Commissioners unanimously voted (5-0) to forward a recommendation of approval to the City Council. There was no public opposition to the item voiced at the hearing.

Attachments

Aerial Photo
Project Narrative
Conceptual Site Plan
Conceptual Building Elevations
Staff Presentation

Freddy's at Canyon Trails Towne Center - Use Permit
East of S Cotton Lane
North of W Yuma Road



22-300-00001 Freddy's at Canyon Trails Towne Center - Use Permit

JcM
design group

January 7, 2022
Revised: April 10, 2022

NARRATIVE

PROJECT DESCRIPTION

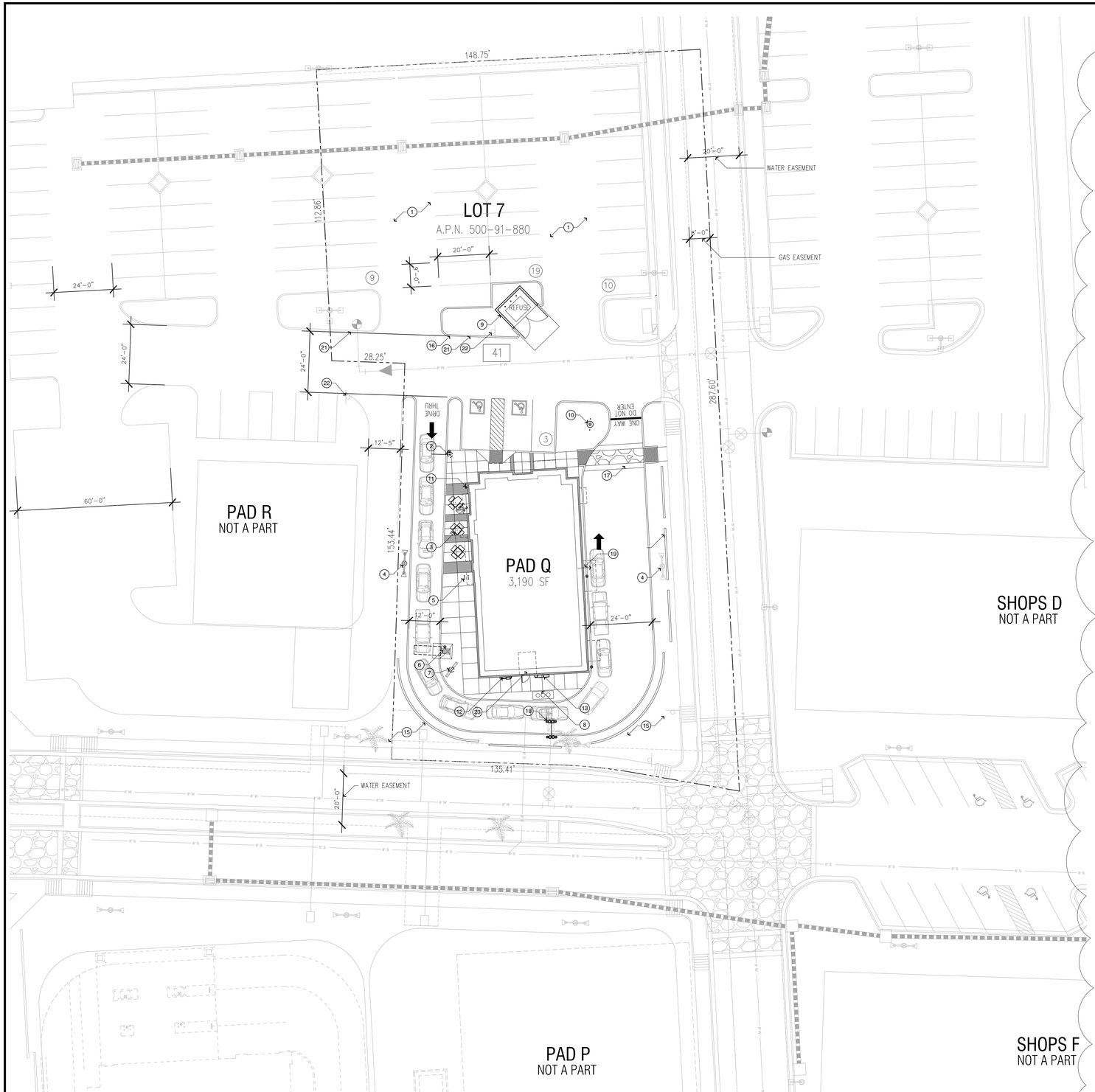
This site is located at the northeast corner of Cotton Lane and Yuma Road in the city of goodyear, Arizona. Canyon trails towne center is a 91-acre planned area development ("pad") which was approved by the Goodyear city council on May 16, 2005.

The project scope is to fully develop Pad Q, accessor parcel number: 500-91-880, as a small drive thru casual restaurant. The project will be designed and built-in accordance with the project design guidelines. The lot size is .86 acre, with a building area of 3,200 square feet. The area surrounding this site is retail shopping center with similar building typology.

The project is in an existing large shopping center, design to accommodate multiple types of tenants uses. There is no materially detrimental effect on any adjacent neighbors. The driveways and drive throughs are internal to the site, lighting is designed to the City of Goodyear's standards and is in light zone 2. Hours of operation are Monday thru Sunday 9am – 11pm. Staffing is between 4-8 persons, 2-3 front on house and 2-4 back of house. Staff required to disinfect surfaces between visits, and refuse taking out daily.

Noise level is normal for this type of use, there are no adjacent homes in the vicinity of the menu board or pick-up window. Parking is more than adequate and meets the City's requirements.

There are screen walls and landscape buffers around the site to help mitigate and preserve the surrounding properties.



1 SITE PLAN SCALE : 1"=20'

CITY SITE PLAN NOTES:

1. 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, CURB, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE:
A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
C. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
D. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
E. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
2. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING:
CITY OF GOODYEAR, ARIZONA ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL
CHAPTER 8 – SITE DEVELOPMENT 2017 PAGE 3 OF 11
A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
C. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
D. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.
E. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
F. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL. 1

ADDITIONAL NOTES:

SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING RIGHT-AWAYS, EASEMENTS, BOUNDARY DIMENSIONS, AND ADJACENT SITE INFORMATION

PROJECT TEAM:

OWNER:
JRI HOSPITALITY
1050O E. BERKELEY SQUARE, STE 210
WICHITA, KS 67206

CONTACT: CHRIS HITCHCOCK
316.393.6802

CIVIL ENGINEER:
OPTIMUS CIVIL DESIGN GROUP
4650 E. COTTON CENTER BLVD., STE 140
PHOENIX, AZ 85034

CONTACT: JEFF BEHRANA
602.286.9300

SITE ARCHITECT:
JCM DESIGN GROUP
3031 NORTH 17TH DRIVE
PHOENIX, ARIZONA 85015

CONTACT: JOE MURRAY
602.620.0796

LANDSCAPE ARCHITECT:
ARC STUDIOS
3117 E. FLOWER STREET
TUCSON, AZ 85716

CONTACT: ERIC BARRETT
520.882.9655

ARCHITECT:
WINTER ARCHITECTS
1024 E. FIRST STREET
WICHITA, KS 67214

CONTACT: RODGER BAKER
316.267.7142 1

PROJECT NARRATIVE:

CANYON TRAILS TOWNE CENTER IS A 91-OCRE PLANNED AREA DEVELOPMENT ("PAD") WHICH WAS APPROVED BY THE GOODYEAR CITY COUNCIL ON MOY 16, 2005. THIS SITE IS LOCATED AL THE NORTHEAST CORNER OF COTTON LONE AND YUMA ROOD IN THE CITY OF GOODYEAR, ARIZONA.

THE PROJECT SCOPE IS TO FULLY DEVELOP PAD Q AS A SMALL DRIVE THRU CASUAL RESTAURANT. THE PROJECT WILL BE DESIGNED AND BUILT IN ACCORDANCE WITH THE PROJECT DESIGN GUIDELINES.

KEYNOTES:

1. EXISTING PARKING AREA - NO CHANGE
2. CLEARANCE BAR
3. OUTDOOR SEATING
4. NEW PEDESTRIAN LIGHT FIXTURE
5. BIKE RACK LOCATION
6. ORDER CANOPY
7. MENU BOARD
8. GREASE INTERCEPTOR LOCATION
9. TRASH ENCLOSURE - SEE DETAIL 10,11/SP2.1
10. FLAG POLE
11. FDC CONNECTION
12. GAS METER LOCATION
13. SERVICE ENTRANCE SECTION
14. 3' SCREEN WALL - SEE DETAIL 8/SP2.2
15. SCREEN WALL + LANDSCAPE BERMING
16. NEW CURB WORK
17. NEW CROSS WALK CONNECTION - STAMP PATTERN TO MATCH EXISTING
18. BACKFLOW PREVENTION DEVICE TO BE RELOCATED
19. PICK-UP WINDOW LOCATION
20. HARDSCAPE TO MATCH EXSTING DESIGN GUIDELINES
21. EXISTING FIRE LANE
22. EXISTING FIRE LANE SIGNAGE
23. LOCATION OF FIRE RISER ROOM - SEE FLOOR PLAN 1

PROPOSED SITE DATA:

ZONING:	PAD
APN:	500-91-880 1
SITE AREA	.86 AC (37,550 SF)
BUILDING AREA:	3,190 SF
SITE COVERAGE:	11.7%
PARKING REQUIRED:	40 SP
BIKE PARKING REQUIRED: (1 SPACE FOR EVERY 10 PARKING SPACES)	4 SP
BIKE PARKING PROVIDED:	4 SP 1

PARKING BREAKDOWN:
(DINING, SEATING = 1,300 SF / 50 = 26 SP)
(KITCHEN, STORE, RESTROOM = 1,890 SF / 150 = 13 SP)
(OUTDOOR PATIO = 216 SF / 150 = 1 SP)

PARKING PROVIDED:	41 SP
OCCUPANCY USE:	A-2
FIRE SPRINKLER:	YES
CONSTRUCTION TYPE:	V-B

NOTE: ALL SIGNAGE REQUIRES SEPARATE REVIEW AND APPROVAL 1

CODE INFORMATION:

ALL CONSTRUCTION WITH-IN THE CITY OF GOODYEAR SHALL COMPLY WITH THE FOLLOWING CODES AND AMENDMENTS PER THEIR ADOPTING ORDINANCES:

2018	INTERNATIONAL BUILDING CODE
2018	INTERNATIONAL PLUMBING CODE
2018	INTERNATIONAL MECHANICAL CODE
2017	NATIONAL ELECTRICAL CODE / N.A.F.P.A.-70
2018	INTERNATIONAL ENERGY CONSERVATION CODE
2018	INTERNATIONAL EXISTING BUILDING CODE
2018	INTERNATIONAL CODE COUNCIL PERFORMANCE CODE
2018	INTERNATIONAL FIRE CODE

SITE IS LOCATED IN LIGHT ZONE 2 1

VICINITY MAP:



JcM design group
3031 NORTH 17TH DRIVE
PHOENIX, AZ 85015
602-620-0796

OPTIMUS
CIVIL DESIGN GROUP
4650 EAST COTTON CENTER BOULEVARD
SUITE 200
PHOENIX, ARIZONA 85040
602-286-9300

CANYON TRAILS TOWNE CENTER

COTTON LANE + YUMA ROAD
GOODYEAR, ARIZONA

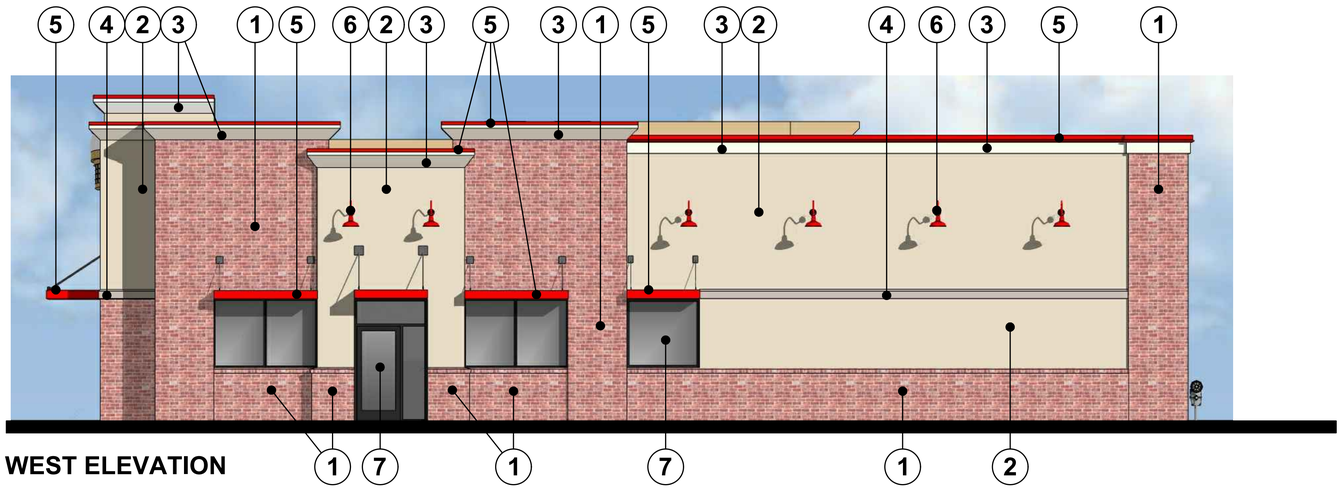
CONCEPTUAL SITE PLAN PAD Q

REVISIONS
1 FIRST REVIEW CITY COMMENTS 04.12.22

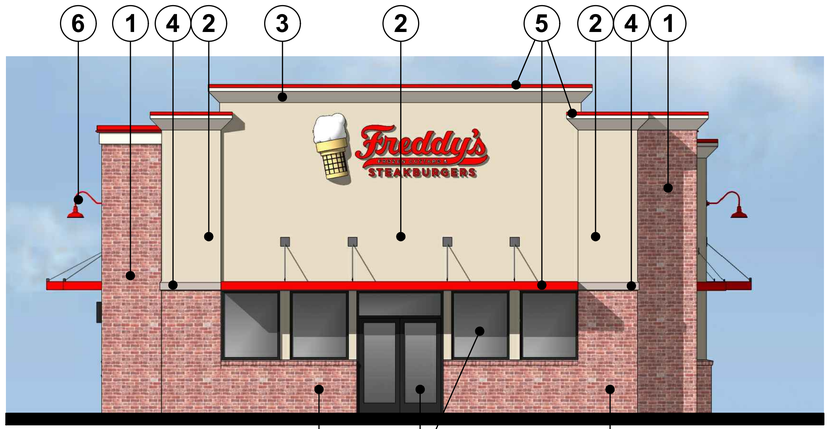
SCHEMATIC DESIGN
DESIGN DEVELOPMENT
PRELIMINARY SET
◉ CITY SUBMITTAL SET
PERMIT SET
BID / PRICING
CONSTRUCTION

DATE: 01.05.22
PROJECT NUMBER: 021020

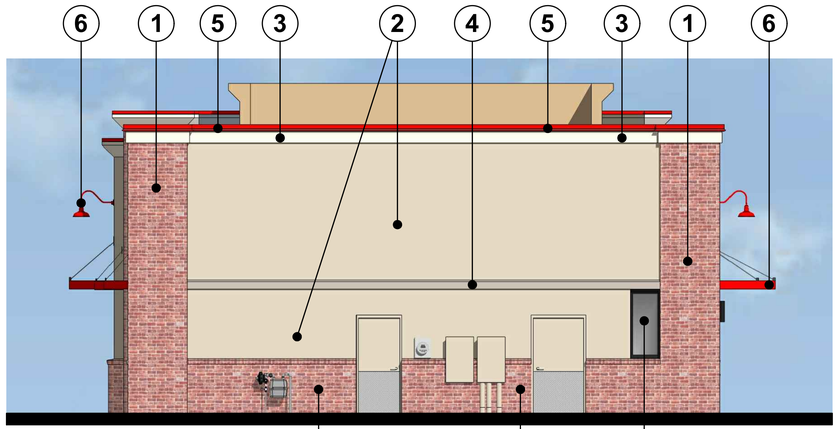
SHEET NO.:
SP1.1
SITE PLAN



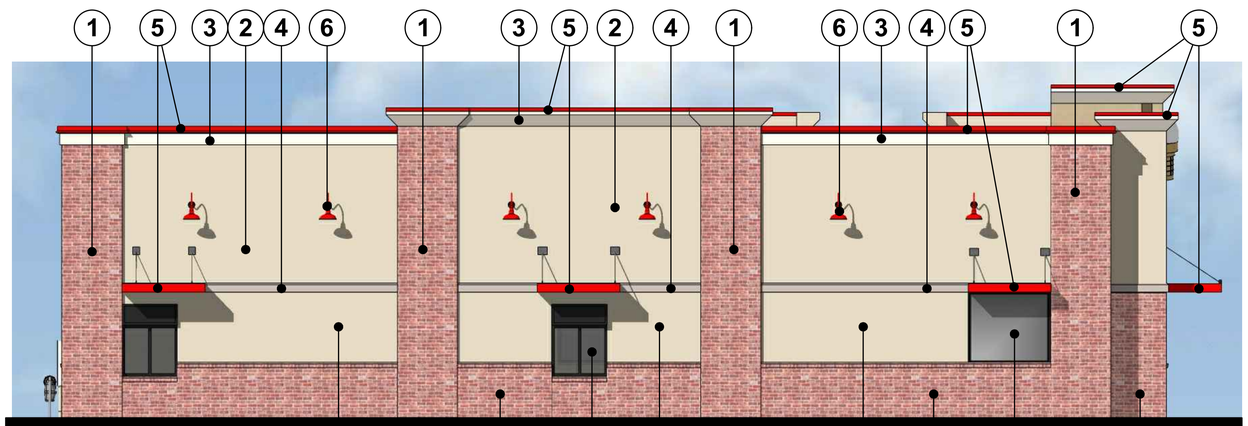
WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION

1 MODULAR & THIN BRICKS
"RAILROAD BLEND"
BY H.C. MUDDOX BRICK



2 EIFS
"ADOBE" DEC726
BY DUNN EDWARDS



3 EIFS CORNICE
"RIZ TIDE" DE-1044
BY DUNN EDWARDS



4 EIFS TRIM
"SHENANDOAH TAUPE"
BY BENJAMIN MOORE



5 METAL COPING
"CARDINAL RED"
BY PAC-CLAD

6 "TARGET RED"
GOOSENECK LIGHT
FIXTURE



7 "DARK BRONZE" ALUMINUM
STOREFRONT DOORS & WINDOWS



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DAN WINTER, ARCHITECT

FREDDY'S FROZEN CUSTARD

COTTON LANE & YUMA RD., PAD Q
GOODYEAR, ARIZONA

DAN WINTER
ARCHITECT
1024 EAST
FIRST STREET
WICHITA, KS.
67214
PH. 316-267-7142

MATERIAL BOARD

DATE
06/13/21

DRAWN BY:
VI

CHECKED BY:
DW

SHEET NO.
MB

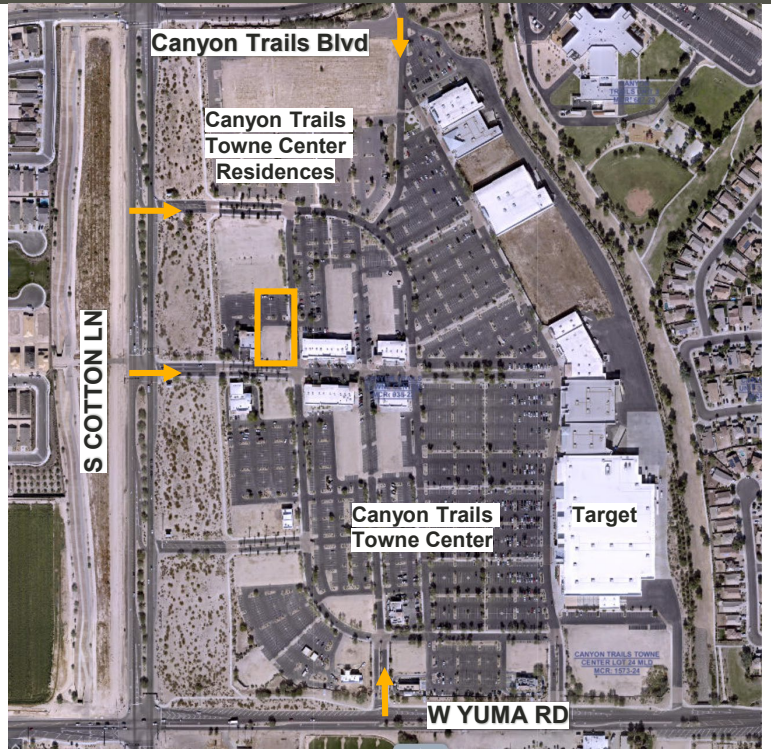
Freddy's Frozen Custard and Steakburgers Restaurant with drive-through

Use Permit

Location

S COTTON LANE

- Use Permit for drive-thru restaurant
- Planned Area Development (PAD) zoning/ Commercial
- .86 acre site



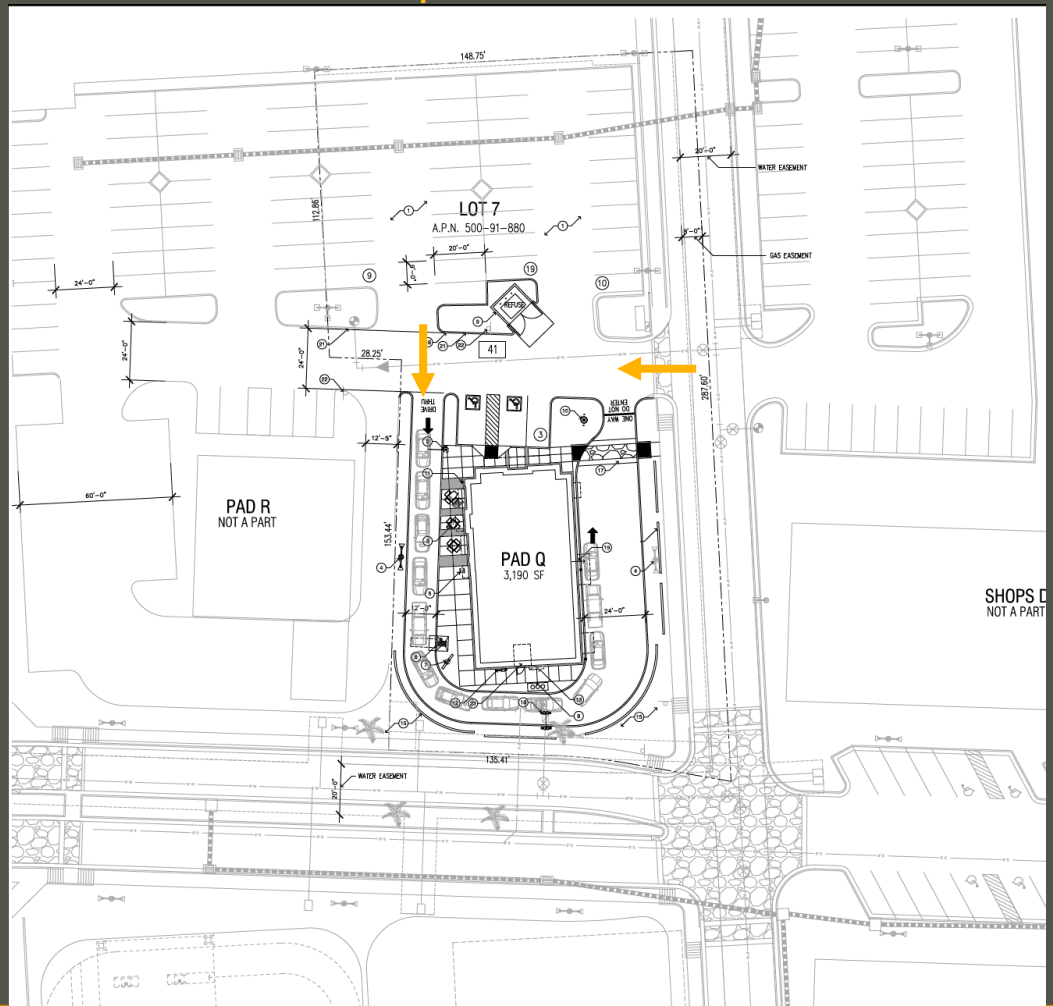
Location

CANYON TRAILS TOWNE CENTER

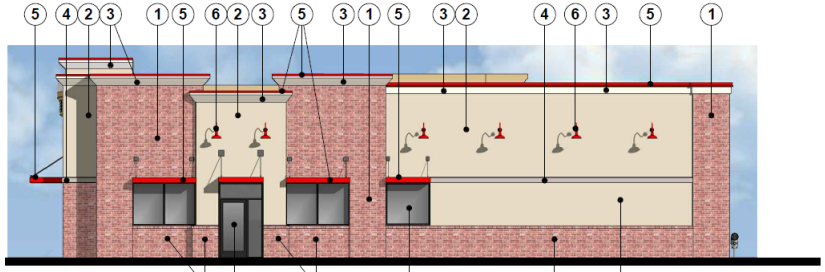
- Within the Canyon Trails Towne Center
  - South of Chipotle and Canyon Trails Towne Center Residences
  - East of Chase Bank
  - West of the Shops buildings



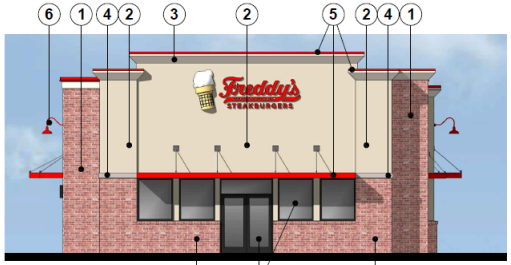
Conceptual Site Plan



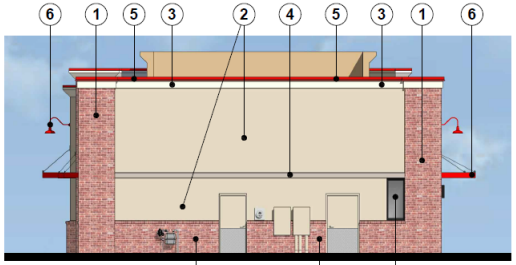
Conceptual Elevations



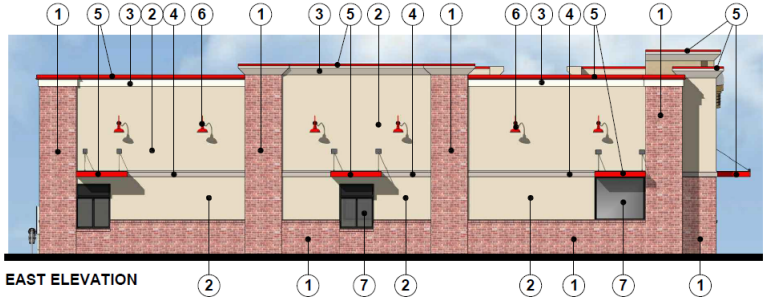
WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



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"SHENANDOAH TAUPE"
BY BENJAMIN MOORE

5. METAL COPING
"CARDINAL RED"
BY PAC-CLAD

CITY OF Goodyear

Use Permit evaluation criteria

ZONING ORDINANCE SECTION 1-3-2

1. The Use Permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare
2. The proposed use is reasonably compatible with uses permitted in the surrounding area

Convenience Use evaluation criteria

ZONING ORDINANCE SECTION 4-2-2

1. Adequacy of the parcel size and configuration to provide for proper access and internal circulation
2. Compatibility of proposed hours of operation with adjacent residential areas
3. Required traffic and access mitigation measures
4. Other concerns which may place the advisability of the proposed convenience use in question

Freddy's Use Permit

PUBLIC PARTICIPATION

- Citizen Review and Public Hearing processes were followed
  - Notices were mailed to surrounding property owners
  - Sign was posted on the property
  - Legal advertisement was published in the newspaper
- No public opposition to the project to date

Recommendation

APPROVAL SUBJECT TO STAFF STIPULATIONS

- Application complies with city requirements
- The Planning and Zoning Commission recommended approval (5-0) on 7/6/2022


CITY OF
Goodyear

ITEM #: 15.
DATE: 07/18/2022
AI #:1005

CITY COUNCIL ACTION REPORT

SUBJECT: SOUTHWEST VALLEY CHAMBER OF COMMERCE

STAFF PRESENTER(S): Lori Gary Economic Development Director

SUMMARY

Council consideration of Southwest Valley Chamber of Commerce contract renewal and amendment.

Recommendation

Approve a one-year renewal of the membership agreement in the Southwest Valley Chamber of Commerce with an amendment to the scope and a corresponding cost increase. (Lori Gary Economic Development Director)

FISCAL IMPACT

The city of Goodyear currently pays a membership fee to the Chamber in the amount of $725, an annual fee of $16,000, and an additional table fee to the Southwest Valley Awards Gala (SWAGGIES).

The new membership price of $25,000 is for a custom Platinum membership package which includes:
1. Marketing services for businesses/tourism/InnovationHub
2. City sponsorship for Chamber events
3. Groundbreaking/ribbon cutting services for Goodyear businesses
4. Customized Goodyear business/entrepreneurship events
5. Increased reporting to the city

BACKGROUND AND PREVIOUS ACTIONS

The city of Goodyear has been a long-time partner of the Southwest Valley Chamber ("Chamber"). The Chamber is an independent entity whose bylaws designate service areas to include businesses located within the cities of Avondale, Goodyear, Litchfield Park and Tolleson.

The city of Goodyear has a three-pronged relationship with the Chamber:
1. Membership: The city is a member of the Chamber with a designated seat on the board as an ex-officio member. Councilmember Campbell serves as Goodyear's representative.
2. Land lease: Goodyear has a 99-year land lease with the Chamber that expires on March 31, 2099. The Chamber owns the building and this lease is not tied to our membership with the Chamber.

3. Partnership: Historically, the city of Goodyear has paid the Chamber annually to serve as the agent for the city to operate an information and Business Resource Center. Under the agreement, the Chamber is to maintain a visitor information center; respond to inquiries from residents, visitors/tourists and businesses; provide direct support to local businesses; and promote the city on the Chamber website and link to our Economic Development webpage.

Council last discussed the city's relationship with the Chamber at a Work Session on April 12, 2021. At that time, the Chamber was undergoing a leadership change and Jeffrey Campos had been retained as the new CEO, and the city of Avondale had discontinued their membership with the Chamber. The discussion addressed consistency across communities and value to Goodyear businesses. Council favored renewing the contract for one year to allow the new leadership time to acclimate. Since then Avondale has rejoined the Chamber as a Platinum member and in-person events have begun to normalize as COVID-19 related restrictions have ceased.

This is an opportunity for Council to receive an update on the city's relationship with the Chamber and discuss the updated membership agreement.

STAFF ANALYSIS

Based on Council recommendations at the April 12, 2021 Work Session, the Chamber membership scope has been revised to include:

- Re-defined reporting procedures to help keep lines of communication open regarding the status of the chamber and progress on various initiatives
- Establishing the city as a sponsor at select Chamber events
- Creating new opportunities for the Chamber and the city to partner on events in Goodyear supporting existing Goodyear businesses
- Assuring Chamber ribbon cutting, groundbreaking, and grand opening services for Goodyear businesses

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Attachments

Draft Scope

Presentation

Southwest Valley Chamber of Commerce
Membership Agreement Draft
7.8.22

Goodyear Platinum Membership Includes

I. The Chamber agrees to serve as an agent for the city and **operate Visitor and Business Resource Center** located in Goodyear in a building owned by the Chamber providing the following services:
   a. Respond to all public request from residents, winter visitors, tourists, and new/existing businesses for Goodyear information
   b. Keep a record of the number of requests from residents, visitors, and tourists
   c. Maintain the Visitor Information Center to qualify for highway signage

II. Support of the city by **displaying and distributing city materials** in the Chamber offices. In addition, provide following links on Chamber website for city of Goodyear resources:
   i. Visit Goodyear https://visitgoodyear.com/
   ii. Goodyear Demographics https://www.developgoodyearaz.com/why-goodyear/highlights
   iii. Goodyear Business Resources https://www.developgoodyearaz.com/resources

III. **Market the InnovationHub@GoodyearAZ** services and events, to include but limited to:
   a. ASU Startup School
   b. Business Builders Meetings
   c. ARPA/Technical Assistance Programs

IV. The Chamber shall collaborate and **partner with the city of Goodyear on all Chamber entrepreneurship focused events**. The city of Goodyear shall be the premier/title sponsor of all such events.

V. Goodyear **logo in weekly eNewlsetter**, Ad in the Chamber email: two 350x260px ads and company logo on a special display inside Chamber office.

VI. The city shall be provided with ample time to review all marketing material including social media, scripts, and newsletters as the information related to the city of Goodyear.

VII. Reporting
   a. Chamber shall provide the economic development director or designee with a quarterly (1) financial report showing all income and expenses and include a balance sheet and (2) functional report within 30 days of the end of the quarter
   b. Chamber shall provide the economic development director or designee with an audited annual/end of year financial statement within 45 days of the end of the fiscal year
   c. The chamber shall also prepare a short presentation to accompany the year-end report which the Chamber may be asked to present to Goodyear City Council or other Stakeholder groups. Presentation shall include, but are not limited to:
      i. A summary of how each item included in the statement of work was completed
      ii. An up-to date report of all City of Goodyear businesses that are current members
      iii. A report identifying new City of Goodyear businesses that have chosen to become members during the previous fiscal year
      iv. Information on goals the Chamber is set to achieve over the next year and how those efforts directly impact the city of Goodyear and its business community

VIII. Southwest Valley Chamber Event & Awards Sponsorship

a. Goodyear will be informed as to when events are held in Goodyear and provided the opportunity to review any script as it pertains to presenting the city of Goodyear.
b. A minimum of one of the Chamber's annual events (Annual City Update Meeting, Southwest Valley Awards Gala, Golf Classic, Annual Meeting, or Legislative Breakfast) shall be hosted at a venue in Goodyear each year.
c. Annual Membership Meeting
    - The city shall be an Award Sponsor at the Annual Membership Meeting which includes:
        - Opportunity to present award with, or on behalf of, the mayor
        - Include logo at the event and mentions throughout the breakfast
        - Logo on chamber home page with company link
        - Include logo and company overview as sponsor in all promotional materials, website, and social media
        - 10 tickets to the event
        - Marketing and media outreach of the event
    - Chairman's Award
        - Mayor shall present Chairman's award at the Annual Meeting
        - Mayor shall be provided with 2-3 potential recipients to consider
        - Chamber shall provide city with script with a minimum of 72 hours for city to review and provide edits
d. Southwest Valley Awards Gala (SWAGGIES)
    - The city shall be an **Award Presenter Sponsor** at the SWAGGIES which includes:
        - Company name on award
        - Presentation of award to winner
        - Full-page color advertisement in gala program
        - Recognition as sponsor on event materials, website, and marketing materials
        - Table for eight (8)
    - In addition, the city shall receive a second table for eight with premier seating for the SWAGGIES
e. Legislative Forum
    - The city shall be a **Presenting Sponsor** at the Legislative Forum which includes:
        - VIP reserved seating for 8 guests
        - Exclusive signage as title sponsor
        - Company name on all invitations and advertising
        - Company recognition at the event
        - Sponsor comments
f. Networking Events
    - Chamber shall ensure that a minimum of three (3) **Chamber on Tap** events are hosted at Goodyear businesses annually

IX. Event Collaboration with the city of Goodyear

a. The Chamber shall partner with the city of Goodyear on a minimum two additional events annually.

b. Plan and host an **entrepreneurial series** in conjunction and partnership with the city of Goodyear and The InnovationHub@GoodyearAZ. Chamber entrepreneurship events shall not overlap or duplicate city of Goodyear events. The city of Goodyear shall be the premier/title sponsor of this event.

c. Southwest Valley Chamber shall host a small business event during **Spring Training** at the Goodyear Ballpark, the city shall be the premier/title sponsor

d. Participate in the planning of an **Annual Small Business Summit** in conjunction with the city of Goodyear and other member communities with Goodyear as the premier sponsor. The event location will rotate between the member communities. If this event is canceled for any reason, the chamber shall provide alternative event services of equal or greater value to the city within the timeframe of this contract.

e. Southwest Valley Chamber shall provide **ribbon cutting, groundbreaking, and grand opening event services a**t no charge to all Goodyear businesses upon request. The Southwest Valley Chamber shall notify the city of Goodyear of all such events in a timely manner so that appropriate city dignitaries can be informed, given the option to attend, and provide appropriate public notice should attendance constitute a quorum.

Southwest Valley Chamber of Commerce

RECAP FROM LAST UPDATE

- Work Session on April 12, 2021
  - Transition of Chamber CEO
  - Avondale's Exit (Now reinstated as a Platinum Member)
  - Staff recommendation to renew contract for one-year during transition for new CEO

Southwest Valley Chamber of Commerce

OVERVIEW



The Southwest Valley Chamber of Commerce supports business in the cities of Avondale, Goodyear, Litchfield Park, Tolleson, and beyond.

The Southwest Valley Chamber of Commerce serves as the central resource of a strong and collaborative business community by advancing economic growth, cultivating a vibrant business environment, and facilitating our Members' success.

Southwest Valley Chamber of Commerce

MEMBERSHIP

- 524 Members
- 169 Members in Goodyear
- 32% Chamber Members in Goodyear



Southwest Valley Chamber of Commerce

CURRENT CONTRACT

- Operate Information & Business Resource Center
- Provide Direct Support to Local Businesses
- Promote Goodyear on Chamber Website
- $16,000 Annually

Southwest Valley Chamber of Commerce

PATH FORWARD

- Customized Platinum Membership
  - Marketing Services for Businesses/Tourism/InnovationHub
  - City Sponsorship for Chamber Events
  - Groundbreaking/Ribbon Cutting Services for Goodyear Businesses
  - Customized Goodyear Events/Entrepreneurship Events
  - Increased Reporting to City
  - $25,000

ITEM #: 16.
DATE: 07/18/2022
AI #:988

CITY COUNCIL ACTION REPORT

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

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

SUMMARY

Multi Party Agreement between Arizona Public Service Company ("APS"), the City of Goodyear ("Goodyear") and the City of Buckeye ("Buckeye") to accept Municipal Brackish Water (Brine) into Palo Verde Nuclear Generating Stations ("PVGS") water reclamation supply system pipeline.

Recommendation

Approve the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water in the Water Reclamation Supply System by and between Arizona Public Service Company, the City of Goodyear and the City of Buckeye and authorize expenditure of funds up to $1.0 million. (Barbara Chappell, Deputy Public Works Director)

FISCAL IMPACT

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

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

BACKGROUND AND PREVIOUS ACTIONS

Historically all of the brine concentrate produced from our reverse osmosis groundwater treatment facilities has been disposed of via the city's sewer system and passed through the Goodyear Water Reclamation Facility (GWRF). This practice poses a few challenges: 1) it takes up capacity in the GWRF that could be used for development; 2) the quality of the concentrate does not meet the city's Pretreatment Program's local limits; 3) the constituents in the concentrate may impact the biology and compliance status of the GWRF.

In 2019, the City completed a Brine Management Study to explore options for disposal/treatment of the concentrate. The study resulted in two paths forward:

1. Install centralized treatment of the concentrate adjacent to the GWRF where the treatment would dewater the concentrate to a zero liquid discharge and could be disposed of in a landfill. This option would be close to $100 million and have an ongoing cost of $8 million annually for operations and maintenance (O&M). A phased approach was chosen, and a project created to treat only the concentrate produced at Bullard Water Campus for $60 million and an ongoing O&M budget of $5 million.

2. Collaborate with the PVGS and develop an Agreement to discharge concentrate into the water reclamation supply system pipeline, which conveys discharges from the 91st Avenue Water Reclamation Facility to PVGS, which is located on the south side of the GWRF. The city would fund infrastructure needed to mitigate impacts of the brine to their water treatment facilities and annual operation and maintenance costs to treat the brine.

In July 2020, the city entered into a Memorandum of Understanding with PVGS to study the impacts of the concentrate to the operations of the power plant. The study identified a need for future study and Agreement to better define the solution to mitigate the impacts. This Agreement is a result of that MOU. Staff updated the CIP project to include this option moving forward.

The City of Buckeye is looking at installing reverse osmosis treatment for its groundwater so they too will be in need of a brine disposal solution. The City of Goodyear and APS have invited the City of Buckeye to partner with us on this Agreement.

STAFF ANALYSIS

This agreement provides for an enhanced evaporation pilot test and associated analysis using equipment from two different manufacturers, the development of designs that identify the equipment and sizing of infrastructure needed to allow Goodyear and Buckeye to deliver brackish water to PVGS while mitigating the impacts of the introduction of the brackish water and cost estimates for purchase and installation of equipment and the construction of infrastructure improvements needed to implement the agreed upon design (the "Work"). Under the terms of the agreement, APS will control the project, contracting with the service providers who are to perform the Work (the "Service Providers"). Goodyear and Buckeye are to split the costs of the Work equally, but the payment obligation is joint and several, so if Buckeye were to terminate the contract, Goodyear would be responsible for all outstanding payments. The cost of the Work is subject to a maximum cost of $2,000,000.

The pilot test will compare two different manufacturer's enhanced evaporation units to select the one that best meets APS' needs for operation and maintenance going forward. If the pilot test fails to demonstrate that the improvements can be made to the PVGS water reclamation supply system pipeline (the "WRSS") and to PVGS Water Resource Facility (the "WRF") that would allow Goodyear and Buckeye to deliver brackish water through the WRSS to the WRF

without significant and unexpected impacts to the WRSS or the WRF, then the city will have to pursue the alternative solution of installing centralized treatment of the concentrate adjacent to the GWRF where the treatment would dewater the concentrate to a zero liquid discharge and could be disposed of in a landfill.

If the pilot test confirms that improvements can be made to the WRSS and to the WRF that would allow Goodyear and Buckeye to deliver brackish water through the WRSS to the WRF, which then could be used for cooling purposes, and assuming there are no significant unexpected conditions, APS has agreed to enter into good faith negotiations for a long-term agreement that would allow Goodyear and Buckeye to distribute brackish water into the WRSS for use as cooling water for PVGS.

The future agreement will require:

- the Municipalities fund the costs of the improvements to the WRF and WRSS needed for each to deliver their respective Brackish Water to the WRSS;
- to pay an access fee for use of the WRF and WRSS;
- to pay Operating and Maintenance Costs to cover APS's additional costs of operating the systems and the maintenance, repair, and periodic replacement of the systems improvements;
- to commit to deliver agreed-upon amounts of Brackish Water to the WRSS, and
- if agreed to, will provide for periodic modifications to the Operating and Maintenance costs, which would be based on documented costs provide by APS.

If the conditions set forth above are satisfied and APS fails to enter into a long-term agreement, the following would occur:

- Goodyear will have the right to a license to use the intellectual property or be reimbursed for the value of the intellectual property, the value of which is agreed to be $300,000 or the City could terminate the license and APS would pay a license termination fee, and
- APS will reimburse Goodyear the costs incurred for this Agreement less the value of the license termination fee paid by APS.

As a condition of this agreement, Goodyear and Buckeye are required, to the extent permitted by law, to indemnify, defend, and hold APS harmless against any liabilities APS incurs to the Service Provider that arise from or are related to APS' role as project manager for the Work under the agreement, so long as any underlying action or failure to act was within the scope of the obligations and authority of APS under this Agreement, or otherwise taken or not taken in the reasonable and good faith belief that such action or failure to act was in accordance with APS' obligations and authority under this agreement or otherwise in the best interests of Goodyear and Buckeye. The Indemnification does not apply to any liability or claims arising from, alleged to have arisen from, or that are related to any of the following: (i) a loss of service; (ii) damage to any APS equipment and/or APS Facility; (iii) damage to any Red Hawk equipment and/or Red Hawk facility; and (iv) any breach of the contract between APS and any Service Provider, unless that breach was caused, in whole or in part, by any action of the Municipalities that the Municipalities knew, or should have known, could cause the breach.

Staff recommends approval of the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water Into the Water Reclamation Supply System as it could lead to a brine solution that would be far less expensive than the alternative solution of installing centralized treatment of the concentrate adjacent to the GWRF where the treatment would dewater the concentrate to a zero liquid discharge and could be disposed of in a landfill.

Attachments

Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water Into the Water Reclamation Supply System

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. WHEREAS, prior to full-scale implementation of the solution identified in the Brine Management Study, APS desires to conduct a pilot test to alleviate concerns regarding the impact of the enhanced evaporation equipment on air quality and

ability to effectively control drift of salts, to ensure that this preferred technology can treat the projected Brackish Water flows without impacting PVGS's air quality permit status with reasonable compensatory measures and associated costs for control of drift;

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

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

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

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

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

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

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

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

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

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

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

I. AGREEMENT

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

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

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

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

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

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

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

Agreement. The deliverable shall be a conceptual site plan to include a recovered water pipeline return to two Unit cooling tower systems;

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

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

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

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

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

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

4. Commitment to Future Agreement. APS agrees that if the pilot test confirms that improvements can be made to the WRSS and WRF to accommodate the use of Brackish Water as cooling water for PVGS without identifying significant unexpected conditions, APS will enter into good faith negotiations for a long-term agreement, not to exceed the life of operating licenses for the PVGS operating units, with each Municipality that requests an agreement, to allow the Municipalities to distribute Brackish Water into the WRSS for use as cooling water for PVGS. The agreement(s) will, be on mutually acceptable terms, but will include a requirement that the Municipalities fund the costs of the improvements to the WRF and WRSS needed for each to deliver their respective Brackish Water to the WRSS; to pay an access fee for use of the WRF and WRSS; to pay Operating and Maintenance Costs to cover APS's additional costs of operating the systems and

the maintenance, repair, and periodic replacement of the systems improvements; and to commit to deliver agreed-upon amounts of Brackish Water to the WRSS. If agreed to, the long-term agreement shall provide for periodic modifications to the Operating and Maintenance Costs, which shall be based on documented costs provided by APS. If agreed to, the long-term agreement shall also provide for contingencies should unexpected impacts to the WRSS or WRF beyond what was identified in the brine study be encountered following placing the system in-service. If no significant unexpected conditions were identified and APS declines to enter into good faith negotiations for the long-term agreement referenced above, APS agrees to reimburse each municipality for the costs it incurred under this Agreement, less the value of the intellectual property, which may be reimbursed if the license to the intellectual property is terminated, in accordance with Section 10, Intellectual Property, below. This provision shall survive the expiration or earlier termination of this Agreement, unless this Agreement is terminated for cause.

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

6. Entry Fee. APS shall not allow Additional Brine Owners from delivering reject streams from reverse osmosis treatment of groundwater or other streams of water into the WRSS unless each Additional Brine Owner pays an Entry Fee and APS shall not enter into any agreement with any Additional Brine Owner until the Work under this Agreement has been completed and APS has been fully paid for such work. The Entry Fee is to be determined using the formula below:

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

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

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

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

   This provision shall survive the expiration or earlier termination of this Agreement, unless this Agreement is terminated for cause.

II. TERMS AND CONDITIONS

7. Term.

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

8. Price and Payment.

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

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

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

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

      City of Buckeye
      Water Resources Accounts Payable
      21749 W. Yuma Road, Suite 107
      Buckeye, AZ 85326

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

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

9. Confidentiality.

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

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

10. Intellectual Property.

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

b. New Intellectual Property. Copies of all reports, data, or final documentation generated as a result of this Agreement or otherwise provided or assigned to APS by the Service Provider (the "Intellectual Property") shall be provided to the Municipalities. APS shall have ownership rights to the results of any reports, data, or final documentation generated as a result of this Agreement or otherwise provided or assigned to APS by the Service Provider as works for hire (the "Intellectual Property"). APS will grant a paid-in-full, non-exclusive, non-sublicensable, and non-transferrable license to the Intellectual Property to the Municipalities while the Municipalities are delivering Brackish Waters to the WRSS pursuant to the future agreements contemplated by this Agreement in Section 4 and Recital X. If APS refuses to enter into long-term agreements as set forth in Section 4 above and/or future agreements as contemplated by Recital X, each Municipality can, at their sole discretion, maintain the license permanently and use the Intellectual Property for the use of its own brackish water treatment system, or upon the mutual agreement of APS and the relevant municipality, terminate the license and APS shall pay a license termination fee to that municipality, not to exceed the value of the design work, which the Parties agree is equal to $300,000 (three hundred thousand dollars). For the avoidance of doubt, one municipality may choose to terminate its license and the other may maintain its license. This provision shall survive the expiration or earlier termination of this Agreement, unless this Agreement is terminated for convenience.

11. Termination.

a. Payment Obligation Following Termination. Termination by either Buckeye

or Goodyear will not obviate the terminating Party's obligation to pay for services already rendered by APS or the Service Provider prior to the Termination.

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

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

12. Designated Representative and Notice.

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

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

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

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

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

and

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

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

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

and

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

Designated Representatives:

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

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

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

13. Entire Agreement, Amendments.

Except as otherwise stated herein, this Agreement constitutes the entire agreement of the Parties with respect to its subject matter, supersedes all prior agreements, and may not be amended except in writing signed by an authorized

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

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

14. Indemnification.

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

15. Miscellaneous.

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

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

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

d. Survival of Obligations and Liabilities. Termination or expiration of this

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

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

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

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

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

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

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

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

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

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

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

NAME: _____

TITLE: _____

CITY OF GOODYEAR

SIGNATURE: _____
Julie Karins, City Manager

CITY OF BUCKEYE

SIGNATURE: _____
Eric. W. Orsborn, Mayor

ATTEST City of Goodyear

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ATTEST City of Buckeye

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

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

"ATTACHMENT A"
TO
AGREEMENT

Estimated Costs

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

"ATTACHMENT B"
TO
AGREEMENT

Confidentiality & Non-Disclosure Agreement

Confidentiality & Non-Disclosure Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof, and no amendment or modification to this Agreement shall be valid or binding upon the parties unless made in writing and signed by each party, except that in the case of a

conflict between this Agreement and the Project Agreement, the terms of the Project Agreement will govern. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronically transmitted and imaged copy signatures will be fully binding and effective for all purposes.

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

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

CITY OF BUCKEYE, an Arizona municipal corporation By: _____ Name: _____ Title: _____ Date: _____	**CITY OF GOODYEAR, an Arizona municipal corporation** By: _____ Name: _____ Title: _____ Date: _____
ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation By: _____ Name: _____ Title: _____ Date: _____	

APPROVED AS TO FORM:

_____
Goodyear City Attorney

ATTEST:

_____
Goodyear City Clerk

APPROVED AS TO FORM:

_____
Buckeye City Attorney

ATTEST:

_____
Buckeye City Clerk

ITEM #: 17.
DATE: 07/18/2022
AI #:1009

CITY COUNCIL ACTION REPORT

SUBJECT: CITY OF GOODYEAR TRANSPORTATION MASTER PLAN (TMP) UPDATE FY23

STAFF PRESENTER(S): Christopher Bridges, Transportation Planning Manager

SUMMARY

A request to authorize the expenditure of funds for the City of Goodyear Transportation Master Plan.

Recommendation

Authorize the expenditure of funds for the TMP in an amount not to exceed $530,000. (Christopher Bridges, Transportation Planning Manager).

FISCAL IMPACT

The project is currently budgeted and programmed in the Capital Improvement Program in FY2023 in the amount of $530,000.

BACKGROUND AND PREVIOUS ACTIONS

The City of Goodyear Council and Management have identified the need to take a more proactive approach towards the development of the City's overall transportation network. As a result, the City of Goodyear TMP will cover a 20-year planning horizon, review the development of previous projects from the 2014 TMP, evaluate currently programmed capital improvement projects, integrate the most recent or ongoing multimodal planning efforts such as the Avondale-Goodyear Transit Study, and will include coordination with the ongoing Goodyear Parks and Recreation Master Plan and General Plan update. The overarching goal of the TMP is to position the City for success and to put an emphasis on the safe and efficient movement of people, goods, and services in a proactive and fiscally responsible manner.

The primary deliverables and focus areas for the TMP update generally include the following:

- Conducting a Full Multimodal Transportation Assessment
- Analyzing a Traffic Demand Forecast Model
- Evaluating Current Socioeconomic and Transportation Network Conditions
- Public Involvement
- Stakeholder and Regional Partner Engagement
- Prioritizing Current and Future Transportation Network Needs
- Identifying Potential Funding Opportunities
- Creating Prioritized Project Recommended Investment Choices

STAFF ANALYSIS

Staff received five submittals from consultant firms on June 6, 2022 in response to the posted request for qualifications. The submittals were reviewed and ranked by a scoring committee consisting of representatives of several City departments. As a result of that review process, staff is now actively pursuing development of the final scope and fee with the top ranked firm, HDR, for use in the final contract. The negotiations with HDR are focused on ensuring the final cost of the plan will come in under the budgeted amount programmed in the FY23 Capital Improvement Program, as well as developing a schedule that would result in the TMP being completed in approximately 18-months. With Council approval of this authorization of funds, not to exceed $530,000, staff anticipates having HDR under contract and giving a notice to proceed in August, which would result in a completed plan by December 2023 or January 2024.

ITEM #: 18.
DATE: 07/18/2022
AI #:985

CITY COUNCIL ACTION REPORT

SUBJECT: AMENDMENT TO THE MUNICIPAL USER FEE SCHEDULE

STAFF PRESENTER(S): Doug Sandstrom, Finance Director

OTHER PRESENTER(S):
Randal Westacott, Building Official

SUMMARY
FY2023 Proposed New and Modified User Fees with a proposed effective date of September 1, 2022.

Recommendation
ADOPT RESOLUTION NO. 2022-2260 APPROVING AND ADOPTING A DOCUMENT ENTITLED THE GOODYEAR MUNICIPAL USER FEE SCHEDULE REPLACING AND SUPERSEDING THE MUNICIPAL USER FEE SCHEDULE ADOPTED BY RESOLUTION NO. 2021-2167 AS AMENDED; PROVIDING FOR AN EFFECTIVE DATE.(Doug Sandstrom, Finance Director)

FISCAL IMPACT
The modifications to Tier 1 will introduce a flat fee to reduce costs and remaining changes will reduce consumer costs. The proposed changes will have an immaterial impact on total Building Safety Fee collections.

BACKGROUND AND PREVIOUS ACTIONS
On July 12, 2021, the Mayor and City Council of the City of Goodyear approved Resolution No. 2021-2167, approving and adopting user fees and cost recovery rates a document entitled Goodyear Municipal User Fee Schedule as recommended by staff.

Per A.R.S. §9-499.15 all fees were noticed on our website on May 19, 2022, with a copy provided to the Clerk's office and additionally noticed on June 30, 2022, complying with all required notifications procedures.

STAFF ANALYSIS

On an annual basis it is our intent to update the entire city fee schedule to account for any changes which occurred throughout the year, as well as, any proposed new changes. This process will adopt the entire schedule so that we have one main resolution that the majority of the city fees are based upon. For the current update the only new changes being proposed relate to Building Safety Permit Fees.

The proposed changes are shown in attachment 1 - Proposed New/Modified Fee Summary. The intent behind these changes is to:
1) Simplify and reduce the cost of the lowest level of permits. This encourages more people to get a permit for simple things up to $10,000 in valuation - it is a flat $100 fee with no extras charges as is currently the case.
2) Correct Table 1a - there was an error in the calculations so that a project with a valuation of $999,000 would pay a fee of $8,079 (Fee B7) yet a project valued at $1,000,000 (Fee B8) would start with a fee of $7,042.
   a. Additionally, for the permits over $1.0 million the fee per $1,000 of valuation over $1.0 million was incorrectly listed as per $5,000.
3) All the other changes are to clarify how fees are being charged based on DSD experience over the past year.

All adjustments result in a net reduction of fees with the exception of #2 above which results in relatively small incremental changes for the largest of our projects. Due to the size of these projects a very limited number of projects hit this fee level. Following these changes our fees will remain on par with our neighboring cities as shown in the table below:

Project Values	**Goodyear**	**Avondale**	**Buckeye**	**Peoria**	**Surprise**	**Glendale**	**Phoenix**
$10,000	$202	$391	$353	$311	$219	$400	$462
>$1,000,000	$3/$1000	$5/$1000	$5/$1000	$3.65/$1000	$5/$1000	$4.62/$1000	$4/$1000
@$2,000,000	$11,116	$12,947	$13,329	$9,310	$5,100	$11,710	$11,201

Table 1-A: The current Building Permit Fees are broken into a seven (7) tier structure. The range of tier 1 and tier 2 are being restructured to broaden the fee range to assist smaller projects by simplifying the process and reducing fees. The proposed modification will make Tier 1 a flat fee and will not require a plan review fee. Reducing complexity and cost for these smaller projects will also help to encourage people to get permits and provide us the opportunity to impact life safety throughout our community. Tiers 2 through 7 are adjusted to build upon the expanded range of Tier 1 and to ensure that each Tier level starting amount is equal to the top of the lower Tier cost. In addition to correcting the starting point for Tier 7, this modification also corrects the incremental charge to the originally intended $3 per $1,000 as opposed to $3 per $5,000. As proposed these adjustments are on par with neighboring communities.

Table 1-B: The Miscellaneous Permit Fees are being adjusted to reflect the new range structure in Table 1A. This modification ensures that this fee is only charged for permits greater than $10,000; removing the confusion of having different plan review fees for existing residential.

B109 - Fire Permit Fees and Plan review Fees: Verbiage is being changed to clarify and simplify the Fire Plan Review Fee.

Table 1-F: Automatic Fire Sprinkler System fee and Fire Plan Review Fees verbiage is being changed for clarification; We have eliminated a per story additional cost to use a flat rate for area and also eliminated “new installation in existing structure” to make it less complex. And, we have removed fire plan review fees from projects that have little review time associated with them.

Table 1-G: Solar Photovoltaic System Permits still reflects 15% fee but verbiage is being added to clarify point of reference in rate structure Table 1A. A commercial solar project could easily be in the multi-millions of dollars - the intent of this fee was to tie to table 1A valuation as opposed to 15% of the contract cost.

Attachments

Proposed New/Modified Fee Summary

Resolution

Exhibit A Municipal User Fee Schedule

Department / Fee	Type	Unit	Current (Per Unit)	Recommended (Per Unit)
	Table 1-A. Building Permit Fees			
B1	Table 1A: $1-$10,000 ~~$2,000~~	*Flat Fee (No Building Plan Check Fee)*	$ 34.00	$ 100
B2	Table 1A: $10,001-$25,000	*$294 for the first $10,000, plus $18 for each additional $1,000 or fraction thereof*	n/a	$ 294
B4	Table 1A: $25,001-$50,000	*$564 ~~$554~~ for the first $25,000 plus $14 for each additional $1,000 or fraction thereof*	$ 554.00	$ 564
B5	Table 1A: $50,001-$100,000	*$914 ~~$916~~ for the first $50,000 plus $10 for each additional $1,000 or fraction thereof*	$ 916.00	$ 914
B6	Table 1A: $100,001-$500,000	*$1,416 ~~$1,408~~ for the first $100,000 plus $8 for each additional $1,000 or fraction thereof*	$ 1,408.00	$ 1,416
B7	Table 1A: $500,001-$1,000,000	*$4,616 ~~$4,579~~ for first $500,000 plus $7 per each additional $1,000 or fraction thereof.*	$ 4,579.00	$ 4,616
B8	Table 1A: $1,000,001 and above	*$8,116 ~~$7,042~~ for first $1,000,000 plus $3 per each additional $1,000 ~~$5,000~~ or fraction thereof.*	$ 7,042.00	$ 8,116
	Table 1-B. Miscellaneous Permits			
B30	Permits for Existing Residential (R-3) Buildings with a valuation >$10,000 (except swimming pools) Building Permit Fee	*Change Based on Table 1-A to Flat Fee*	$ 394	$ 394
B31	~~Habitable Room Additions Plan Review Fee Plan Review for Existing Residential (R-3) Buildings with a valuation <$10,000 Plan Review Fee~~	*Each*	$ 100.00	$ -
	Fire Permit Fees & Fire Plan Review Fees			
B109	Fire Plan Review Fees: ~~new, ground up construction~~ with no use of outside consultants	~~*Changed from 35% of building permit fee to 65% of the fire permit fee.*~~ *Change to 35% of fire permit fee*. ~~*In no case shall any plan review fee be less than $97.*~~ *$97 minimum plan review fee unless otherwise noted in Table 1-F*	35%	35%
	Table 1-F. Fire Miscellaneous Permit Fees			
B120	Automatic sprinkler systems -- New Installation: Each additional 50,000 square feet or fraction thereof	*Each*	$ 450	$ 100
~~B121~~	~~Automatic sprinkler systems -- New Installation in Existing Structure: Each story above or below~~	~~*Each*~~	$ 200	$ -
B122	Automatic sprinkler systems -- Modifications/Replacements to Existing System: 1 - 20 heads	*Each - No Fire Plan Review Fee*	$ 75	$ 75
B123	Automatic sprinkler systems -- Modifications/Replacements to Existing System: 21 - 50 heads	*Each - No Fire Plan Review Fee*	$ 100	$ 100
B124	Automatic sprinkler systems -- Modifications/Replacements to Existing System: 51 - 100 heads	*Each - No Fire Plan Review Fee*	$ 250	$ 250
B125	Automatic sprinkler systems -- Modifications/Replacements to Existing System: 101 - 500 heads	*Each - No Fire Plan Review Fee*	$ 300	$ 300
B127	Extinguishing Systems -- ~~New Installation in Existing Structure~~ Other than Fire Sprinklers: 1 - 5,000 square feet	*Each*	$ 200	$ 200
B128	Extinguishing Systems -- ~~New Installation in Existing Structure:~~ Other than Fire Sprinklers:Each additional 5,000 square feet or fraction thereof	*Each*	$ 50	$ 50
B129.1	Automatic Hood Extinguishing Systems	*New Flat Fee - No Fire Plan Review Fee*	$ 173	$ 173
B131	Fire Pumps	*Per Pump - No Fire Plan Review Fee*	$ 500	$ 500
B133	Modifications/Replacements to Existing System: Other than sprinkler or alarm	*Each - No Fire Plan Review Fee*	$ 100	$ 100
B133.1	Fire Sprinkler Monitoring System	*New Flat Fee - Per 15 devices or fraction thereof; No Fire Plan Review Fee*	$ -	$ 100
B141	Fire Alarm System -- New Installations : Each additional 50,000 square feet or fraction thereof	*Each*	$ 200	$ 100
B145.5	Emergency responder radio coverage permit	*New Flat Fee - No Fire Plan Review Fee*	$ 346	$ 346
	Table 1-G Other Fees (Applicable to All Categories of Permits and Plan Reviews)			
B171	Solar Photovoltaic System Permits - Non Residential	~~*Change per inverter to 15% of contract cost*~~ *15% of Contract Valuation applied to Table 1A*	15%	Table 1A

RESOLUTION NO. 2022-2260

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AND ADOPTING A DOCUMENT ENTITLED THE GOODYEAR MUNICIPAL USER FEE SCHEDULE REPLACING AND SUPERSEDING THE MUNICIPAL USER FEE SCHEDULE ADOPTED BY RESOLUTION NO. 2021-2167 AS AMENDED; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 12, 2021, Goodyear City Council pursuant to Resolution No. 2021-2167 approved and adopted a document entitled Goodyear Municipal User Fee Schedule; and

WHEREAS, it is intended for the proposed July 18, 2022, Goodyear Municipal User Fee Schedule to supersede all user fees adopted by Resolution No. 2021-2167 as amended; and

WHEREAS, Staff has prepared a comprehensive schedule of fees titled Goodyear Municipal User Fee Schedule (Attached as Exhibit A); and

WHEREAS, the Goodyear Municipal User Fee Schedule includes Municipal Building Permit and Fire Safety Fees; and

WHEREAS, Staff prepared an update to the Municipal Building Permit and Fire Safety Fees; and

WHEREAS, on May 19, 2022 Public Notice was duly made as required by A.R.S. § 9-499.15, of proposed amendments to the Goodyear Municipal User Fee Schedule together with a notice that the City Council would hold a public hearing prior to considering the adoption of the advertised fees on July 18, 2022 at 6:00 p.m. at the Goodyear Municipal Court and Council Chambers, at 14455 West Van Buren Street, Suite B101, Goodyear, AZ 85338; and

WHEREAS, in accordance with A.R.S. § 9-499.15, and following due public notice, the Council met on July 18, 2022, at which meeting any taxpayer was permitted to appear and be heard in favor of or against any of the proposed amendments to the Goodyear Municipal User Fee Schedule; and

WHEREAS, the Mayor and City Council have determined that the fees presented and proposed are reasonable, appropriate and in the best interests of the City at this time; and

WHEREAS, the Mayor and Council approved and adopted the updated Goodyear Municipal User Fee Schedule recommended by staff on July 18, 2022;

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

SECTION 1. The Mayor and Council hereby approve and adopt the Goodyear Municipal User Fee Schedule dated July 18, 2022, a copy of which is attached hereto as Exhibit A, and the fees set forth therein to become effective and be implemented upon the effective date of this Resolution.

SECTION 2. Upon the effective date of this Resolution, the Municipal User Fee Resolution 2021-2167 and all amendments thereto are superseded and replaced by the Goodyear Municipal User Fee Schedule dated July 18, 2022 and Resolution 2022-2260 and all amendments thereto shall have no further force or effect.

SECTION 3. Resolution 2022-2260 shall be effective on September 1, 2022.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Department/Fee	Type	Unit	Current Per Unit
CITY CLERK	**FEE TYPE**		**Current Per Unit**
CC1	Liquor License (New)	*Each*	$635
CC2	Annual Liquor License (Renewal)	*Each*	$100
CC3	Public Records Request Non-commercial	*Per page*	$0
CC4	Public Records Commercial (per page)	*Per page*	$0
CC5	Public Records Commercial (per hour)	*Per hour (additional)*	$28
FINANCE	**FEE TYPE**		**Current Per Unit**
FN1	Special Assessment Modification application	*Per application, plus actual cost*	$300
FN4	Community Facilities District (CFD) Formation Non-Refundable Application fee	*Non-refundable application fee plus $60,000 deposit for actual costs*	$15,000
FN5	City Manager Hourly Rate	*Per hour*	$108
FN6	CFD Administrator Hourly Rate	*Per hour*	$82
FN7	Finance Director Hourly Rate	*Per hour*	$82
FN8	Improvement District Formation	*Each, plus actual cost*	$75,000
FN9	Non-Sufficient Funds (NSF) fee	*Per check*	$50
FN10	Early Payoff of Assessment	*Per transaction*	$200
FN11	Annual Improvement District Assessment Billing Fee	*Per parcel*	$23
FN12	Business License (New)	*Per license*	$75
FN13	Business License (Renewal-Manual)	*Per license*	$75
POLICE	**FEE TYPE**		**Current Per Unit**
PD4	Request for Media (per tape, DVD or CD, etc.)	*Per tape, DVD, CD, etc*	$5
PD5	Request for Body Camera Video	*Per video*	n/a
PD6	Fingerprinting	*Per set*	$17
PD7	Towing Administration Fee (in addition to towing company fees)	*Set by State*	$150
PD9	Photograph per print	*Per print*	$7
PD11	Hourly Rate - Police Officer	*Hourly rate*	n/a
PD12	Hourly Rate - Police Sergeant	*Hourly rate*	n/a

Department/Fee	Type	Unit	Current Per Unit
FIRE	**FEE TYPE**		**Current Per Unit**
FD1	Aviation Facilities	*Each*	$275
FD2	Flammable and Combustible Liquids	*Each*	$80
FD3	Flammable and Combustible Liquids - Temporary Tanks	*Each*	$150
FD6	Hazardous Materials in excess of amount listed in Table 105.6.20.	*Each*	$100
FD10	Compressed Gases: Store, transport on site, dispense, or use - per Table 105.6.8	*Each*	$250
FD12	Cryogenic Fluids (must exceed amount listed in Table 105.6.10)	*Each*	$150
FD13	Dry Cleaning	*Each*	$102
FD14	Explosives - Blasting	*Permit is for 1st 30 days*	$150
FD14.1	Blasting site: Each additional 30 days or fraction thereof	*Permit is for each additional 30 days*	$150
FD15	Explosives - Display Fireworks	*Each*	$150
FD15.1	Explosives - Sale of Consumer Fireworks	*Each*	n/a
FD21	Fruit and Crop Ripening	*Each*	$150
FD23	Fumigation or Thermal Insecticide fogging: Site, use of toxic or flammable	*Each*	$100
FD24	Spraying and Dipping	*Each*	$150
FD27	LP Gas	*Each*	$200
FD28	LP Gas Exchange Stations	*Each*	$150
FD29	Mall/covered buildings: Place or construct temporary kiosks, display booths, concessions or use as an assembly	*Each*	$350
FD30	Liquid or Gas Fueled Vehicles or Equipment in Assembly Buildings	*Each*	$100
FD31	Cutting and Welding	*Each*	$150
FD42	After hour inspection/Prevention standby (4.5 hours minimum)	*Per Hour*	$320
FD44	Institutional facilities - hospital/nursing home, per bed	*Per bed*	$10
FD45	Other group care license facilities (DHS regulated facilities)	*Each*	$120
FD46	Informational Reports - environmental, site, technical, informational	*Each*	$74
FD47	Initial and recheck business occupancy inspection - Suppression	*No charge*	$0
FD48	Initial and recheck business occupancy inspection - Prevention	*No charge*	$0
FD49	Other State or County non licensed facilities/programs	*Each*	$50
FD63	Aerosol Products - annual inspection	*Per inspection*	n/a
FD64	Amusement Buildings - annual inspection	*Per inspection*	n/a
FD65	Carnivals and Fairs	*Per inspection*	n/a

Department/Fee	Type	Unit	Current Per Unit
FD66	Cellulose Nitrate - annual inspection	*Per inspection*	n/a
FD67	Cumbustible Dust Producing Operations - annual inspection	*Per inspection*	n/a
FD68	Combustible Fibers - annual inspection	*Per inspection*	n/a
FD69	Covered and Open Mall Buildings - annual inspection	*Per inspection*	n/a
FD70	Exhibits & Trade Shows	*Per event*	n/a
FD71	Floor Finishing	*Per event*	n/a
FD72	Fumigation and Insecticidal Fogging - annual inspection	*Per inspection*	n/a
FD73	HPM Facilities - annual inspection	*Per inspection*	n/a
FD74	High Piled Storage - annual inspection	*Per inspection*	n/a
FD75	Hot Work Operations - annual inspection	*Per inspection*	n/a
FD76	Industrial Ovens - annual inspection	*Per inspection*	n/a
FD77	Lumber Yards and Woodworking Plants - annual inspection	*Per inspection*	n/a
FD78	Magnesium - annual inspection	*Per inspection*	n/a
FD79	Mobile Food Preparation Vehicles	*Per event*	n/a
FD80	Motor Fuel Dispensing Facilities - annual inspection	*Per inspection*	n/a
FD81	Open Burning	*Per event*	n/a
FD82	Open Flames and Torches - annual inspection	*Per inspection*	n/a
FD83	Open Flames and Candles - annual inspection	*Per inspection*	n/a
FD84	Organic Coatings - annual inspection	*Per inspection*	n/a
FD85	Outdoor Assembly Events	*Per event*	n/a
FD86	Places of Assembly - annual inspection	*Per inspection*	n/a
FD87	Plant Extraction Systems - annual inspection	*Per inspection*	n/a
FD88	Pyrotechnic Special Effects Material	*Per event*	n/a
FD89	Pyroxylin Plastics - annual inspection	*Per inspection*	n/a
FD90	Refrigeration Equipment - annual inspection	*Per inspection*	n/a
FD91	Repair Garages and Motor Fuel Dispensing Facilities - annual inspection	*Per inspection*	n/a
FD92	Rooftop Heliports - annual inspection	*Per inspection*	n/a
FD93	Storage of Scrap Times and Tire Byproducts - annual inspection	*Per inspection*	n/a
FD94	Temporary Membrane Structures and Tents	*Per event*	n/a
FD95	Tire Rebuilding Plants - annual inspection	*Per inspection*	n/a
FD96	Wood Products - annual inspection	*Per inspection*	n/a
FD97	False/Nuisance Alarms - first two occurrences	*No charge, warning letter only*	n/a
FD98	False/Nuisance Alarms - third and subsequent occurences	*Per apparatus dispatched*	n/a

Department/Fee	Type	Unit	Current Per Unit
PRETREATMENT	**FEE TYPE**		**Current Per Unit**
PT1	Pretreatment Initial application fee for type 1, 2, or 3 Permit	*Flat Fee*	$775
PT2	Pretreatment Annual permitting for Type 1 IU's (SIU, CIU, MTCIU)	*Flat Fee*	$2,300
PT3	Pretreatment Re inspection	*Flat Fee*	$150
PT4	Permit modification type 1, 2, or 3	*Flat Fee*	$460
PT5	Permit appeals type 1, 2, or 3	*Flat Fee*	$300
PT6	FOG Annual Inspection	*Flat Fee*	$160
PT7	FOG Re-inspection	*Flat Fee*	$85
PT8	Pretreatment Annual permitting for Type 3 IU's (NSCIU or zero discharge)	*Annual fee*	n/a
PT9	Special Permit - one time or batch discharge from facility	*Per Event*	n/a
PT10	Special Permit - one time or batch discharge from POTW	*Per Event*	n/a
PT11	Pretreatment Annual permitting for Type 2 IU's (All IU's that do not fall under type 1 or 3)	*Annual fee*	n/a
PT12	IU - Sampling	*Per Event (Laboratory Services will be charged at actual cost)*	n/a
BUILDING	**FEE TYPE**		**Current Per Unit**
	Table 1-A. Building Permit Fees		
B1	Table 1A: $1-$10,000	*Flat Fee (No Building Plan Check Fee)*	$ 100.00
B2	Table 1A: $10,001-$25,000	*$294 for the first $10,000, plus $18 for each additional $1,000 or fraction thereof*	$ 294.00
B4	Table 1A: $25,001-$50,000	*$564 for the first $25,000 plus $14 for each additional $1,000 or fraction thereof*	$ 564.00
B5	Table 1A: $50,001-$100,000	*$914 for the first $50,000 plus $10 for each additional $1,000 or fraction thereof*	$ 914.00
B6	Table 1A: $100,001-$500,000	*$1,416 for the first $100,000 plus $8 for each additional $1,000 or fraction thereof*	$ 1,416.00
B7	Table 1A: $500,001-$1,000,000	*$4,616 for first $500,000 plus $7 per each additional $1,000 or fraction thereof.*	$ 4,616.00
B8	Table 1A: $1,000,001 and above	*$8,116 for first $1,000,000 plus $3 per each additional $1,000 or fraction thereof.*	$ 8,116.00
	Table 1-B. Miscellaneous Permits		
B30	Permits for Existing Residential (R-3) Buildings with a valuation >$10,000 (except swimming pools) Building Permit Fee	*Based on Table 1-A - Flat Fee*	$394

Department/Fee	Type	Unit	Current Per Unit
B78	Air Conditioning: Other Than Residential Single-Family (without duct work)	*Each*	$70
B79	Air Conditioning: Other Than Residential Single-Family (with duct work)	*Each*	$115
	Table 1-E. Plumbing Permit Fees		
B87	Plumbing Permit: Base Fee	*Each Permit*	$36
B94	Interceptors: Industrial waste pretreatment interceptor	*Each*	$30
B97	Water Heaters	*Each*	$20
B55	Water, Sewer, Gas Piping System	*Flat Fee*	$0
	Fire Permit Fees & Fire Plan Review Fees		
B109	Fire Plan Review Fees: with no use of outside consultants	*35% of fire permit fee. $97 minimum plan review fee unless otherwise noted in Table 1-F*	35%
B112	Fire Plan Review: 3 or more reviews	*Per hour for each additional review. Minimum $97.*	$100
	Table 1-F. Fire Miscellaneous Permit Fees		
B118	Automatic sprinkler systems -- New Installation: 1 to 10,000 square feet	*Each*	$375
B119	Automatic sprinkler systems -- New Installation: 10,001 to 50,000 square feet	*Each*	$450
B120	Automatic sprinkler systems -- New Installation: Each additional 50,000 square feet or fraction thereof	*Each*	$100
B122	Automatic sprinkler systems -- Modifications/Replacements to Existing System: 1 - 20 heads	*Each- No Fire Plan Review Fee*	$75
B123	Automatic sprinkler systems -- Modifications/Replacements to Existing System: 21 - 50 heads	*Each- No Fire Plan Review Fee*	$100
B124	Automatic sprinkler systems -- Modifications/Replacements to Existing System: 51 - 100 heads	*Each- No Fire Plan Review Fee*	$250
B125	Automatic sprinkler systems -- Modifications/Replacements to Existing System: 101 - 500 heads	*Each- No Fire Plan Review Fee*	$300
B126	Automatic sprinkler systems -- Modifications/Replacements to Existing System: Each additional 100 heads or fraction thereof	*Each*	$100
B127	Extinguishing Systems -- Other than Fire sprinklers: 1 - 5,000 square feet	*Each*	$200
B128	Extinguishing Systems -- Othr than Fire Sprinklers: Each additional 5,000 square feet or fraction thereof	*Each*	$50
B129.1	Automatic Hood Extinguishing Systems	*Flat Fee- No Fire Plan Review Fee*	$173
B131	Fire Pumps	*Per Pump- No Fire Plan Review Fee*	$500
B133	Modifications/Replacements to Existing System: Other than sprinkler or alarm	*Each- No Fire Plan Review Fee*	$100
B133.1	Fire Sprinkler Monitoring System	*Flat Fee- No Fire Plan Review Fee*	$100
B137	Fire Alarm System -- New Installations: 1 - 1,000 square feet	*Each*	$225
B138	Fire Alarm System -- New Installations: 1,001 - 2,000 square feet	*Each*	$300

Department/Fee	Type	Unit	Current Per Unit
B139	Fire Alarm System -- New Installations: 2,001 - 10,000 square feet	*Each*	$450
B140	Fire Alarm System -- New Installations: 10,001 - 50,000 square feet	*Each*	$500
B141	Fire Alarm System -- New Installations : Each additional 50,000 square feet or fraction thereof	*Each*	$100
B142	Fire Alarm System -- New Installations: Each story above or below first story	*Each*	$200
B143	Fire Alarm System -- New Installations: Area Detection throughout	*50% increase of fee*	n/a
B144	Fire Alarm System -- Modifications/Replacements to Existing System: 1-5 devices	*Each*	$0
B145	Fire Alarm System -- Modifications/Replacements to Existing System: more than 5 devices	*Each*	$0
B145.5	Emergency responder radio coverage permit	*Flat Fee- No Fire Plan Review Fee*	$0
	Table 1-G Other Fees (Applicable to All Categories of Permits and Plan Reviews)		
B147	Inspections outside of normal business hours (minimum charge - 4 hours, collected prior to conducting inspection(s))	*Per hour*	$100
B148	Re-inspection fees (Minimum charge -- 1 hour)	*Per hour*	$100
B149	Inspections for which no fee is specifically indicated (minimum charge 1-hour)	*Per hour*	$100
B149.1	Administrative services for which no fee is specifically indicated (minimum charge 1-hour)	*Per hour*	$100
B150	Additional review required by changes, additions, or lost plans or plan review comment sheets (minimum charge-1 hour)	*Per hour*	$100
B151	For use of outside consultants for plan review and/or inspections	*Actual cost including all consultant's fees in addition to $108 per hour with a minimum of 1 hour or normal plan review fees, whichever is greater.*	n/a
B153	Review of deferred submittals (Submitted after initial plan review	*Per submittal*	$175
B156.1	Temporary Certificate of Occupancy Permit - Non Residential	*Fee is assessed for initial TCO requested per project for 45 days, and a renewal fee of 5% of original permit cost, with a minimum of $200*	n/a
B162	Expedited plan review of project	*Double plan review fee*	n/a
B170	Solar Photovoltaic System Permits - Residential	*Flat Fee*	$35
B171	Solar Photovoltaic System Permits - Non Residential	*15% of contract valuation applied to Table 1A*	Table 1A

PLANNING	FEE TYPE		Current Per Unit
P0.5	Application Processing Fee	*Fee*	n/a
P3.1	Annexation / Deannexation initial fee	*Fee*	n/a

Department/Fee	Type	Unit	Current Per Unit
P4	Annexation/Deannexation (one-half fee if submitted with Rezone) Petition - (to be paid after Council authorization)	*Flat Fee plus noticing costs*	$3,500
P5.5	Annexation - Right of Way	*Fee*	n/a
P6.9	Appeal	*Flat Fee (per appeal)*	$500
P10.9	Zoning Permit	*Flat Fee*	n/a
P14.1	Commercial / Industrial Design Review	*Flat Fee*	n/a
P15	Comprehensive Sign Package - Administrative Approval	*Each*	$1,750
P16	Comprehensive Sign Package - Amendment of Administrative Approval	*Each*	$875
P17	Comprehensive Sign Package - PZC and CC Approval	*Each*	$2,750
P18	Comprehensive Sign Package - Amendment of PZC and CC Approval	*Each*	$1,500
P22	Residential Design Review	*Flat Fee*	$2,500
P23	Residential Design Review - Amendment	*Flat Fee*	$200
P25	Development Agreement - Major	*Flat Fee*	$8,000
P26	Development Agreement - Minor	*Flat Fee*	$3,500
P26.1	Development Agreement - Standard	*Flat Fee*	n/a
P293.1	General Plan Amendment - Major Flat fee	*Flat Fee Plus Noticing Costs*	n/a
P29.3	General Plan Amendment - Minor:	*Flat Fee Plus Noticing Costs*	n/a
P43	Model Home Complex Review	*Flat Fee*	$550
P60.4	Preliminary Subdivision Plat Application 10 or fewer lots: Planning & Zoning Commission and City Council Approval	*Flat Fee*	$0
P60.5	Preliminary Subdivision Plat Application 11 -200 lots: Planning & Zoning Commission and City Council Approval	*Flat Fee*	$0
P60.6	Preliminary Subdivision Plat Application 201+ lots: Planning & Zoning Commission and City Council Approval	*Flat Fee*	$0
P61	Time Extension	*Flat Fee*	$375
P61.1	Time Extension: Council	*Flat Fee*	$375
P62	Rezoning Request - Standard District	*Change base -> flat fee plus noticing costs*	$2,000
P65.1	Rezoning Request - Major PAD (new fee to be paid up front)	*Flat Fee (to be paid in addition to standard district fee)*	n/a
P65.2	Rezoning Request - Minor PAD (new fee to be paid up front)	*Flat Fee (to be paid in addition to standard district fee)*	n/a
P69.1	Site Plan Review Major	*Flat Fee*	n/a
P69.2	Site Plan Review Minor	*Flat Fee*	n/a
P77	Site Plan - Amendment - base fee	*Change Base + unit to Flat Fee*	$325

Department/Fee	Type	Unit	Current Per Unit
P83.1	Special Use Application (one-half fee if submitted with Rezone) per unit: Commission Approved alternative	*Flat Fee in addition to application and notification fees*	n/a
P87	Temporary Sign Permit	*Flat Fee - no Cost*	$35
P89.1	Use Permit -(one-half fee if submitted with Rezone)	*Flat Fee in addition to application and notification fees*	n/a
P93	Zoning Variance - Non-Residential	*Flat Fee plus noticing costs*	$500
P94	Zoning Variance - Residential	*Flat Fee plus noticing costs*	$500
P96	Zoning or General Plan Land Use Verification Letter	*Flat Fee*	$165
P98	Zoning Ordinance Written Interpretation	*Flat Fee*	$700
P103	Noticing	*Actual Cost*	n/a
P133	Recordation Fee	*Actual Cost*	n/a
P133.1	Planner - Per hour (minimum 1 hour)	*Per hour*	n/a
ENGINEERING	**FEE TYPE**		**Current Per Unit**
E0.1	Application Processing Fee	*Per Application (Permit)*	$50
E0.2	Recordation Fee	*Actual Cost*	n/a
E1	Master Report Review - base fee	*Change Each -> Base Fee Plus Hourly Rate*	$360
E1.1	Master Report Review - plus hourly	*Base Fee Plus Hourly Rate*	n/a
E2	Master Report Review - Amendment - base fee	*Change Each -> Base Fee Plus Hourly Rate*	$360
E2.1	Master Report Review - Amendment - plus hourly	*Base Fee Plus Hourly Rate*	n/a
E3	CLOMR/LOMR/FEMA Study - base fee	*Base Fee Plus Hourly Rate*	n/a
E3.1	CLOMR/LOMR/FEMA Study - plus hourly	*Base Fee Plus Hourly Rate*	n/a
E4	Drainage Report - base fee	*Change Each -> Base Fee Plus Hourly Rate*	$360
E4.1	Drainage Report - plus hourly	*Base Fee Plus Hourly Rate*	n/a
E5	SWPPP Narrative Report - base fee	*Change Each -> Base Fee Plus Hourly Rate*	$360
E5.1	SWPPP Narrative Report - plus hourly	*Base Fee Plus Hourly Rate*	n/a
E6	Traffic Report - base fee	*Base Fee Plus Hourly Rate*	n/a
E6.1	Traffic Report - plus hourly	*Base Fee Plus Hourly Rate*	n/a
E7	Utility Design Report - base fee	*Change each -> base plus hourly rate*	$360
E7.1	Utility Design Report - plus hourly	*Base Fee Plus Hourly Rate*	n/a
E8.1	Engineering Permit Reinstatement	*Engineering Permit Reinstatement with repayment of original permit fee paid, plus hourly rate if re-approval of plan set is required, at the discretion of the City Engineer.*	n/a

Department/Fee	Type	Unit	Current Per Unit
E8.2	Re-approval of Plan Set	*Per plan set*	n/a
E9	Engineering Improvement Plan - Amendment	*Per Sheet*	$300
E10	Grading and Drainage Plan	*Per Sheet*	$300
E11	Irrigation Plan	*Per Sheet*	$300
E12	Landscape Plan	*Per Sheet*	$300
E13	Paving Plan	*Per Sheet*	$300
E14	Sewer Plan	*Per Sheet*	$300
E15	Signing & Striping Plan	*Per Sheet*	$300
E16	Storm Drainage Plan	*Per Sheet*	$300
E17	Street Lighting Plan	*Per Sheet*	$300
E18	SWPPP Plan	*Per Sheet*	$300
E19	Traffic Signal Plan	*Per Sheet*	$300
E20	Water Plan	*Per Sheet*	$300
E21	Private Sewer Plan Review (i.e. Liberty)	*Per Sheet*	n/a
E23	Private Water Plan Review (i.e. Liberty/Epcor)	*Per Sheet*	n/a
E25	Assign / Change	*Per address including suite, bldg, unit, or lot*	n/a
E27	Dry Utility Plan - Excavation	*Per Sheet*	$150
E28	Dry Utility Plan - No Excavation	*Per Sheet*	n/a
E29	Utility Service Drop - Plan Review	*Per Sheet*	$72
E30	Underground Storage	*Per LF*	n/a
E31	Miscellaneous Engineering Review - 1 hour minimum	*Per Hour*	n/a
E32	Plan Review 3rd and Subsequent Submittals	*Per Sheet*	$150
E34	Plan Review Hourly Rate (Misc. Items)	*Per Hour (0.5 hour increments)*	n/a
E35	Master Study Amendment Fee (Consulting Fee)	*Per Hour (0.5 hour increments)*	n/a
E36	As-built Plan Review (Grading, Paving, Sewer, Water)	*1st review free, additional review is per hour with 2 hour minimum.*	n/a
E37	Field Change Design Review - 1 hour minimum	*Change Per Sheet -> Per Hour*	$150
E41	Flood Plain Determination Letters	*Each*	n/a
E42	Waiver Request	*Each*	n/a
E43	Intent to Serve Letters	*Each*	n/a
E48	Work Performed Without a Permit	*2x orig permit fee*	$0
E50	Inspection Base Fee	*Minimum*	$180
E51	Re-inspection Fee (after 1st re-inspection)	*Per Hour (2 hour minimum)*	n/a

Department/Fee	Type	Unit	Current Per Unit
E52	After-hour Inspection Fee	*Per Hour (2 hour minimum during normal work week and 4 hour minimum on weekend or holidays)*	n/a
E53	Inspector Hourly Rate (Misc. Items) - 1 hour minimum	*Per Hour*	n/a
E68	Private Sewer Line Inspections (i.e. Liberty)	*Per LF*	n/a
E69	Private Water Line Inspection (i.e. Liberty/Epcor)	*Per LF*	n/a
E70	Construction Waiver Fee	*Each*	n/a
E71	Bus Bays	*Each*	$178
E72	Curb & Gutter	*Per LF*	$0
E73	Driveways - Commercial	*Each*	n/a
E74	Driveways - Residential / Alley & Aprons	*Each*	$36
E75	Sidewalk Ramps	*Each*	$36
E76	Sidewalk	*Per LF*	$0
E77	Valley Gutter	*Per LF*	$0
E79	Rip Rap	*Per Sq. Yd.*	$0
E80	Storm Drain & Irrigation - Lines/Pipes	*Per LF*	$1
E81	Storm Drain & Irrigation - Manholes	*Each*	$65
E82	Dry Utility Boring	*Change current fee $150 each-> Per LF. The comparable fee is $2 per LF*	$2
E83	Utility Above Ground Equipment - 3' and Larger	*Each*	$21
E84	Utility Manholes/Vaults	*Each*	$36
E85	At-Risk Grading Permit	*150% of G&D Permit cost*	n/a
E86	Drywells	*Each*	$600
E87	Grading/Drainage (base)	*Base Fee Plus Per Acre*	$800
E87.1	Grading/Drainage (additional)	*Plus Per Acre*	$300
E88	Mass Grading Permit	*50% of G&D Permit cost*	$1
E93	Excavation Fee	*Each*	$100
E94	Pavement Cut 12-24 months (Openings less than 9 sq ft or 9 LF of trench)	*Flat Fee*	$750
E95	Pavement Cut 24-36 months (Openings less than 9 sq ft or 9 LF of trench)	*Flat Fee*	$375
E96	Pavement Cut 0-12 months (Openings less than 9 sq ft or 9 LF of trench)	*Flat Fee*	$1,000
E97	Pavement Cut 0-12 months (Trenches over 9 ft long for every 50 LF or fraction thereof)	*Flat Fee*	$2,500
E98	Pavement Cut 12-24 months (Trenches over 9 ft long for every 50 LF or fraction thereof)	*Flat Fee*	$1,875
E99	Pavement Cut 24-36 months (Trenches over 9 ft long for every 50 LF or fraction thereof)	*Flat Fee*	$935
E100	Street Cut Repairs (work performed by city)	*Repair Fee + 15% of Administrative Charge*	$1

Department/Fee	Type	Unit	Current Per Unit
E101	A/C Paving	*Per Sq. Yd.*	$0
E102	Pavement Potholes for Utility Location	*Each: In addition to the minimum plan review fee*	$36
E103	Rim & Cover Adjustments (Survey Monuments)	*Each*	$36
E104	Signing & Striping	*Change 5% of cost -> Per LF*	$0
E106	Cleanouts	*Each*	$39
E107	Manhole non lined	*Each*	$131
E108	Manhole Coated/Lined TV	*Each*	$131
E109	Sewer Taps - Into Mainline Pipe	*Each*	$65
E110	Sewer Taps - cored Into Manhole	*Each*	$65
E111	Sewer Line Inspection	*Per LF*	$1
E112	Manhole Entry Fee	*Each*	n/a
E113	Concrete Replacement	*Per LF*	$0
E114	Pavement Replacement	*Per Sq. Yd.*	$0
E117	SWPPP - Large Site (Stormwater Compliance)	*Each*	$490
E118	SWPPP - Small Site (Stormwater Compliance)	*Each*	$120
E119	Street Light	*Each*	$50
E120	Catch Basins	*Each*	$65
E120.1	Scuppers	*Each*	$65
E121	Concrete/masonry Retaining Wall (4' Max H)	*Per LF*	n/a
E122	Misc. Concrete Structures	*Change 5% of value -> Per Hour*	$0
E123	Headwalls	*Each*	$65
E125	Box Culverts	*Per Sq. Ft.*	$1
E128	Traffic Control Permit: High Volume Arterial Road Closure (greater than 5,000 vehicles per day)	*Per Day*	$2,500
E128.1	Traffic Control Permit: Night time (7 PM-6AM only) High Volume Arterial Road Closure and Collector Road Closure	*Per Day (a day is charged for each 24 hr. period 1 day minimum)*	$500
E128.2	Traffic Control Permit: Low Volume Arterial Road Closure (less than 5,000 vehicles per day	*Per Day*	$500
E129	Traffic Control Permit: Left Turn Prohibition - Signalized Intersection	*Per Day/Direction*	$50
E130	Traffic Control Permit: No Restrictions Planned	*Per each application for the duration of the placement. Not to exceed 180 days)*	$50
E131	Traffic Control Permit: Plan Review Fee	*Per plan per review*	$50
E131.1	Traffic Control Permit: Plan Review Fee (3rd or Subsequent Reviews)	*Per plan per review*	n/a
E132	Traffic Control Permit: Roadway/Alley Restriction	*Per Day*	$75
E133	Traffic Control Permit: Sidewalk and Bike Lane Closure	*Per Day**	$20

Department/Fee	Type	Unit	Current Per Unit
E134	Traffic Control Permit: Special Event road Closure	*Per Day Per Restriction*	$75
E135	Traffic Signal Inspection	*Each*	$0
E136	Utility Trenching/Backfill - in Pavement	*Per LF*	$0
E137	Utility Trenching/Backfill - In Soild and Joint	*Per LF*	$0
E138	Backflow Device - 2" and Smaller	*Each*	$76
E139	Backflow Device - Above 2"	*Each*	$76
E140	Fire Hydrant	*Each*	$55
E142	Fire Lines	*Per LF*	$1
E143	Flush/Curb Stop	*Each*	$21
E144	Operating Manhole	*Each*	$91
E145	Sampling Station/Air Relief Assembly (ARV)	*Each*	$36
E146	Tap Sleeve & Valve	*Each*	$108
E149	Water Service Lines - 2" and Smaller	*Each*	$30
E150	Water Service Lines - Above 2"	*Each*	$60
E151	Water Line Inspection	*Per LF*	$1
E152	Splice Pits	*Each*	$300
E153	Concrete Turn Lanes	*Per Sq. Yd.*	n/a
E154	Fog Seal	*Per Sq. Yd.*	n/a
E155	Haul Permit	*Per Inspector, per day for monitoring site and route*	n/a
E156	Landscaping	*Per Sq. Yd.*	n/a
E157	Meter Vault	*Each*	n/a
E158	Micro Seal or Slurry Seal	*Per Sq. Yd.*	n/a
E159	Power Poles (69kv and above)	*Each*	n/a
E160	Small Wireless Facility Application Fee	*Each* *Set by State Statute*	$750
E161	Stockpile Permit	*Each*	n/a
E163	Utility Service Drop - Permit	*Each*	n/a
E165	Wire Pulls	*Each Permit*	n/a
E167	Street/Row Abandonment or Vacating - base fee	*Base Fee Plus Per Hour*	$2,300
E167.1	Street/Row Abandonment or Vacating - plus per hour	*Plus Per Hour*	n/a
E168	Final Subdivision Plat Application or Minor Land Division with Dedication base fee	*Base Fee Plus Per Sheet*	$600
E168.1	Final Subdivision Plat Application or minor land division with dedication base fee plus per sheet	*Plus Per Sheet*	n/a

Department/Fee	Type	Unit	Current Per Unit
E169	Map of dedication / Minor Land Division base fee	*Base Fee Plus Per Sheet*	$2,300
E169.1	Map of dedication plus per sheet	*Plus Per Sheet*	n/a
E169.3	Minor Land Division with dedication plus per sheet	*Plus Per Sheet*	n/a
E170	Minor Land Division - Residential	*Each*	$700
E171	Minor Land Division - Non-Residential	*Each*	$1,600
E172	Easement Dedication	*Each*	n/a
E173	For use of outside consultants for plan review and/or inspections	*Actual Cost*	n/a
E174	Expedited review fee	*2 times fee*	$0
E175	Plant Salvage (base fee)	*Base Fee Plus Per Acre*	n/a
E175.1	Plant Salvage (plus per acre fee)	*Plus Per Acre*	n/a
E176	Legal Descriptions	*Change Per Sheet -> Per Hour (1 hour minimum)*	$150
E178	Inspection Base Fee (Dry Utilities)	*Each*	n/a
E179	Customer Meeting	*Per Hour*	n/a
E180	Sewer Service Lines - Public Mainline	*Per LF*	$1
E180.1	Sewer Service Lines - Private Mainlines (e. g. Liberty/EPCOR)	*Per LF*	n/a
E180.2	Sewer Service Lines - Public Sewer Services	*Per LF*	$1
E180.3	Sewer Service Lines - Private Sewer Services (e. g. Liberty/EPCOR)	*Each*	$0
E180.4	Water Service Lines - Private Water Service (e. g. Liberty/EPCOR)	*Each*	$0
PARKS/REC	**FEE TYPE**		**Current Per Unit**
	ADULT SPORTS		
PR 1	Adult Softball Double Headers	*Per person*	$ 400 - $550
PR 2	Adult Softball Single Headers	*Per person*	$ 400 - $551
PR 3	Adult Flag Football	*Per person*	$ 400 - $552
PR 4	Adult Sand Volleyball	*Per person*	$ 400 - $553
	YOUTH SPORTS ACTIVITIES		
PR 5	Banat Goodyear Soccer League	*Per person*	$ 55 - $95
PR 6	Tee Ball Fall League Ages 5 & 6	*Per person*	$ 55 - $95
PR 7	Coach Pitch Coed Baseball Fall 7 & 8	*Per person*	$ 55 - $95
PR 8	Kid Pitch Baseball/Softball Fall Ages 9-12	*Per person*	$65 - $105
PR 9	Pee Wee Fundamentals	*Per person*	$50 - $90
PR 10	Pitch,Hit & Run Ages 7-14	*Per person*	NC
PR 11	Tee Ball Skills	*Per person*	$40 - $80

Department/Fee	Type	Unit	Current Per Unit
PR 12	Young Athlete Agility & Conditioning Camp	*Per person*	$85 - $125
PR 13	Youth Flag Football	*Per person*	$55 - $95
PR 14	Little League Tee Ball	*Per person*	$75 - $115
PR 15	Little League Coach Pitch Baseball	*Per person*	$85 - $125
PR 16	Little League Cactus/Minors/Majors Baseball	*Per person*	$95 - $135
PR 17	Little League Juniors Baseball	*Per person*	$105 - $145
PR 18	Little League Minors Softball	*Per person*	$85 - $125
PR 19	Little League Majors Softball	*Per person*	$85 - $125
PR 20	Little League Juniors Softball	*Per person*	$95 - $135
PR 21	Drop-In Summer Recreation Program	*Per person*	$175 - $250
	SPECIAL EVENTS-FEE RELATED		
PR 22	City Market	*Vendor booth*	$100 - $200
PR 23	Skatefest	*Vendor booth*	$25 - $65
PR 24	Wag & Tag	*Vendor booth*	$40 - $80
PR 25	Heart & Sole	*Per person*	$15 - $55
PR 26	Star Spangled 4th	*Per person*	$1- $10
PR 27	Halloween	*Per person*	$1- $10
PR 28	Homeplate for the Holidays	*Per person*	$1- $10
	SPECIAL EVENTS- NON FEE RELATED		
PR 29	Dry Heat Comedy Series	*Per person*	NC
PR 30	Concert Series - Spring & Fall	*Per person*	NC
	SPECIAL INTEREST CLASSES & TRIPS		
PR 31	ABCs & 123s	*Per person*	$160 - $200
PR 32	Adult 50+ Trips	*Per person*	$5 -$60
PR 33	Art - Adult	*Per person*	$50 - $90
PR 34	Art - Youth	*Per person*	$30 - $70
PR 35	Arts and Crafts	*Per person*	$50 - $90
PR 36	Babysitting	*Per person*	$45 - $85
PR 37	Beginning Piano	*Per person*	$70 - $110
PR 38	Belly Dancing	*Per person*	$60 - $100
PR 39	CPR	*Per person*	$30 - $70
PR 40	Dance - Steppin Out	*Per person*	$90 - $130
PR 41	Drawing - Youth Rembrandts	*Per person*	$36 - $76
PR 42	Guitar - Adult	*Per person*	$70 - $110

Department/Fee	Type	Unit	Current Per Unit
PR 43	Guitar - Youth	*Per person*	$70 - $110
PR 44	Gymnastics	*Per person*	$45 - $95
PR 45	Instant Guitar	*Per person*	$52 - $92
PR 46	Instant Piano	*Per person*	$52 - $92
PR 47	Lifeguard Course	*Per person*	$142 - $182
PR 48	Musical Theatre	*Per person*	$70 - $110
PR 49	Restore the Core	*Per person*	$50 - $90
PR 50	Spanish	*Per person*	$69 - $109
PR 51	Super Singing	*Per person*	$70 - $110
PR 52	Tennis	*Per person*	$75 - $115
PR 53	Yummy for My Tummy	*Per person*	$30 - $70
	AQUATICS		
PR 54	Dive Team	*Per person*	$44 - $89
PR 55	Swim Lesson	*Per person*	$30 - $70
PR 56	Swim Team	*Per person*	$44 - $89
PR 57	Water Aerobics	*Per person*	$54 - $94
PR 58	Open Swim	*Per person*	$1- $5
	REC CENTER AND AQUATICS		
CF1	**Day Pass**		
	Youth Resident	*each*	$3
	Youth Non-Resident	*each*	$6
	Adult Resident	*each*	$5
	Adult Non-Resident	*each*	$10
	Senior Resident	*each*	$4
	Senior Non-Resident	*each*	$8
	Family Resident	*each*	NA
	Family Non-Resident	*each*	NA
CF2	**Punch Pass (10-punch)**		
	Youth Resident	*each*	$20
	Youth Non-Resident	*each*	$40
	Adult Resident	*each*	$30
	Adult Non-Resident	*each*	$60
	Senior Resident	*each*	$25
	Senior Non-Resident	*each*	$50

Department/Fee	Type	Unit	Current Per Unit
	Family Resident	*each*	NA
	Family Non-Resident	*each*	Na
CF3	**Monthly Pass**		
	Youth Resident	*each*	$20
	Youth Non-Resident	*each*	$40
	Adult Resident	*each*	$30
	Adult Non-Resident	*each*	$60
	Senior Resident	*each*	$25
	Senior Non-Resident	*each*	$50
	Family Resident	*each*	$60
	Family Non-Resident	*each*	$120
CF4	**Semi-Annual Pass**		
	Youth Resident	*each*	$100
	Youth Non-Resident	*each*	$200
	Adult Resident	*each*	$150
	Adult Non-Resident	*each*	$300
	Senior Resident	*each*	$125
	Senior Non-Resident	*each*	$250
	Family Resident	*each*	$300
	Family Non-Resident	*each*	$600
CF5	**Annual Pass**		
	Youth Resident	*each*	$200
	Youth Non-Resident	*each*	$400
	Adult Resident	*each*	$300
	Adult Non-Resident	*each*	$600
	Senior Resident	*each*	$250
	Senior Non-Resident	*each*	$500
	Family Resident	*each*	$600
	Family Non-Resident	*each*	$1,200
CF6	***Multipurpose Room (small)***		
	Resident	*Per hour*	$25
	Non-Resident	*Per hour*	$50
	Organized Use	*Per hour*	$65
CF7	**Multipurpose Room/Courtyard (Large)**		

Department/Fee	Type	Unit	Current Per Unit
	Resident	*Per hour*	$100
	Non-Resident	*Per hour*	$200
	Organized Use	*Per hour*	$250
CF8	**Half Gym Court**		
	Resident	*Per hour*	$75
	Non-Resident	*Per hour*	$150
	Organized Use	*Per hour*	$200
CF9	**Full Gym Court**		
	Resident	*Per hour*	$15
	Non-Resident	*Per hour*	$300
	Organized Use	*Per hour*	$400
CF10	**Play Pool (private)**		
	Resident	*Per hour*	$400
	Non-Resident	*Per hour*	$800
	Organized Use	*Per hour*	$1,000
CF11	**Play Pool (with Slide)**		
	Resident	*Per hour*	$450
	Non-Resident	*Per hour*	$900
	Organized Use	*Per hour*	$1,125
CF12	**Competition Pool (private)**		
	Resident	*Per hour*	$250
	Non-Resident	*Per hour*	$500
	Organized Use	*Per hour*	$625
CF13	**Full Facility (private)**		
	Resident	*Per hour*	$600
	Non-Resident	*Per hour*	$1,200
	Organized Use	*Per hour*	$1,500
CF14	**Lane Rental**	*Pe hour*	
	Resident	*Per hour*	$50
	Non-Resident	*Per hour*	$100
	Organized Use	*Per hour*	$125
CF15	**Pool Ramada**		
	Resident	*Per hour*	$50
	Non-Resident	*Per hour*	$100

Department/Fee	Type	Unit	Current Per Unit
	Organized Use	*Per hour*	$125
CF16	**Set-up Fees**		
	Resident	*Per hour*	$20
	Non-Resident	*Per hour*	$40
	Organized Use	*Per hour*	$50
CF17	**Part-Time Staff**		
	Resident	*Per hour*	$20
	Non-Resident	*Per hour*	$40
	Organized Use	*Per hour*	$50
CF18	**Part-Time Staff (Lifeguard)**		
	Resident	*Included*	*NC*
	Non-Resident	*Included*	*NC*
	Organized Use	*Included*	*NC*
CF19	**Deposit**		$500 min/50%

ITEM #: 19.
DATE: 07/18/2022
AI #:815

CITY COUNCIL ACTION REPORT

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

STAFF PRESENTER(S): Hugh Bigalk, P.E., City Traffic Engineer

SUMMARY

Request Council approve an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) establishing maintenance responsibilities for landscaping and roadways near Interstate 10 and State Route 303.

Recommendation

Approve an Intergovernmental Agreement with the State of Arizona establishing maintenance responsibilities for landscaping and roadways near Interstate 10 and State Route 303 and associated Budget Amendments. (Hugh Bigalk, P.E., City Traffic Engineer)

FISCAL IMPACT

The approval of the IGA will have an impact to city maintenance operations. The anticipated annual expenses have been illustrated in Table 1.

Table 1: Anticipated Annual Maintenance Costs of Intergovernmental Agreement

Item	Total Area (Square Feet)	Cost per Square Foot	Total
Annual Landscaping Maintenance	379,650	$0.30	$113,894
Annual Sidewalk Maintenance (3% of Total IGA Area)	134,030	$100.00	$44,676
Total Annual Cost			$158,570

Additional landscaping maintenance is anticipated to be $113,894 for the Parks Department and additional sidewalk maintenance is estimated at $44,676 for the Engineering Department, assuming replacement of 3% of the total sidewalk area per year. A budget amendment increasing the P&R ongoing maintenance budget in the amount of $113,900 is required. Sidewalk maintenance costs are not anticipated in FY2023 - no budget amendment is required.

BACKGROUND AND PREVIOUS ACTIONS

As each interchange or groups of interchanges have been developed by ADOT along Interstate 10 and State Route 303, an IGA has been executed between ADOT and the city defining responsibility for the pavement, sidewalks, curbs, traffic signals, litter removal, and landscaping at the interchanges.

STAFF ANALYSIS

The purpose of this IGA is to consolidate several individual IGAs into one document and to clarify maintenance responsibilities between ADOT and the city. ADOT has experienced challenges in maintaining a high level of service for items such as landscaping. They continue to maintain the landscaping but at a decreased number of times per year.

This IGA would shift some responsibilities from ADOT to the city in order to provide a higher standard of care compared to today. Primarily, landscaping maintenance and minor sidewalk maintenance along the arterial street shift from ADOT to the city. It does not shift any maintenance responsibility along the freeway ramps or the mainline. The calculated area for both landscaping and sidewalk is illustrated in Table 2.

Table 2: Additional Maintenance Responsibility from ADOT to the City

Item	**Landscaping Area (Square Feet)**	**Sidewalk Area (Square Feet**
Citrus Road & I-10	62,900	18,360
Sarival Avenue & I-10	31,670	17,390
Estrella/PebbleCreek Parkway & I-10	27,600	14,940
Bullard Avenue & I-10	9,300	10,910
Litchfield Road & I-10	6,360	11,970
SR 303 & Van Buren Street	129,470	21,150
SR 303 & McDowell Road	7,780	12,000
SR 303 & Thomas Road	21,780	0
SR 303 & Indian School Road	49,710	18,170
SR 303 & Camelback Road	33,080	9,140
Total Area	379,650	134,030

Items such as concrete pavement, retaining walls, fencing in the vicinity of the interchange would remain the responsibility of ADOT. Landscaping maintenance, sidewalks, litter removal, weed removal, arterial street pavement marking and signs would become the responsibility of the city. ADOT has also informed us that they require entering into such agreements with all municipalities before extending or improving highways in those jurisdictions.

Attachments

IGA

Presentation

ADOT CAR No.: IGA 20-0007748-I
AG Contract No.: P001 2022 000604
Project Location/Name: Citywide – I-10 and SR 303
Type of Work: Master Maintenance

INTERGOVERNMENTAL AGREEMENT

MASTER MAINTENANCE AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AGREEMENT is entered into _____, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GOODYEAR, acting by and through its Mayor and City Council (the "City"). The State and the City are collectively referred to as "Parties".

THIS AGREEMENT, relative to the roadway elements included herein, will work in concert with project specific agreements. In the event questions arise pertaining to roadway maintenance, this Agreement will take precedence. In the event questions arise pertaining to Specialized Materials/Features (defined below) requested and constructed on behalf of the City, the project specific agreements will take precedence as to the responsibility of Maintenance and/or Operations of those Specialized Materials/Features.

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned, the authority to execute this Agreement on behalf of the State.

2. The City is empowered by A.R.S. § 48-572 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. It is to the mutual benefit of the State and the City to enter into an Agreement to specify and establish each Party's respective roadway, operation, and maintenance responsibilities of State highway routes encompassed within the City's system of streets.

4. The portions of the State Highway System within the City covered by this Agreement are as follows:

    - Interstate 10
    - State Route 303

THEREFORE, the Recitals set forth above and Exhibits A and B, attached hereto and made part hereof, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. DEFINITIONS

"Blanket Permit" – means an ADOT issued encroachment permit allowing the City to perform only Routine/Minor Maintenance (defined below) and emergency maintenance work within the State's rights-of-way. No new construction or installation shall be permitted under this permit.

"Blue Stake" **–** means the marking of an underground utility in accordance with A.R.S., Title 40 – Public Utilities and Carriers, Chapter 2 – Public Service Corporations Generally, Article 6.3 – Underground Facilities. A.R.S. §40-360.21 - .45

"Crossroads" - means existing or future local streets or arterials that cross the State Highway System.

"Frontage Road" - means roadways generally parallel to the State highway mainline, which provides access to severed property and/or collect and distribute traffic between local streets and highway interchanges.

*"**Frontage Road Lighting**"* - means luminaries, poles, support structures, wiring, and other supporting equipment used to illuminate Frontage Roads. Frontage Road lighting is not connected to mainline lighting or to Intersection Lighting.

"Hazardous Material Incidents" - means the uncontrolled, un-permitted release or potential release of hazardous materials that may present an imminent and substantial danger to the public's health or welfare, or to the environment.

"Homeless Encampment" – means a transient or interim gathering or community residing out of doors on a site comprised of temporary enclosures (tents and other forms of portable shelter that are not permanently attached to the ground), which results in accumulation of trash and undesired material.

"Intersection" - means an area shared by two or more roads, whose main function is to provide for the change of route directions. In this Agreement one of the two roads is a State highway, and the other road is a local crossroad.

*"**Intersection Lighting**"* - means luminaries, poles, support structures, under-deck lighting fixtures, wiring, and other supporting equipment used to illuminate Intersections.

"Limited Rehabilitation" - refers to minor restorative and/or reconstruction activities.

"Maintenance and/or Operations" – means the performance of practical work or practical application of the principles or processes used to carry out maintenance activities discussed in this Agreement and conducted by the responsible Party.

"Major Rehabilitation" **–** means the substantial work on roadway pavement that involves milling and resurfacing of the existing asphalt pavement to address the effects of per ride rutting, cracking, and other distresses and possible replacement of major roadway features with extensive and extended lane closures.

"Master Maintenance Agreement" – means a general agreement between the City and the State's Department of Transportation (ADOT) that establishes maintenance responsibilities, including but

not limited to, roadways and associated rights-of-way, signing and striping, electrical facilities, landscaping, drainage facilities, bridges, and specials features, as they relate to State Highway System found within the City's boundaries, unless covered under a separate agreement.

"Non-Standard State Items"- means any materials or equipment that are not consistent with or do not meet existing State Standards.

"Parties" - means the State and the City, collectively.

"Party" - means the State or the City, as the case may be.

"Preventative Maintenance" – means the planned strategy of cost effective treatments to an existing roadway system that preserves the system, delays future deterioration, and maintains or improves the functional condition of the roadway.

"Routine/Minor Maintenance" - means that work necessary to maintain area(s) and feature(s) of responsibility consistent with City Maintenance and Operations levels. The areas and features include: street surfaces, shoulders, curbs and gutters, driveways, sidewalks, ADA ramps, and median dividers of Crossroads (as defined), pedestrian bridges (existing and future), and drainage catch basins. The responsibility for the Routine/Minor Maintenance of the defined areas and structures, within established rights-of-way, will include Preventative Maintenance and Limited Rehabilitation activities such as sweeping, crack sealing, removal of litter, trash, and debris, graffiti removal, repair of potholes, signing and striping, pavement markings, leveling and/or patching of asphalt concrete pavement removal, repair of the surface/base of damaged pavement presenting a safety hazard, and weed removal within designated areas (not covered in a separate landscape maintenance Agreement). A further listing of these and other responsibilities are detailed within the Roles and Responsibilities, herein referred to as Exhibit A. The City's areas of responsibility are depicted in the Maintenance Exhibit, herein referred to as, Exhibits B.

"Specialized Materials/Features" – means decorative materials, special construction materials, or one-of-a-kind features ***specifically requested by the*** City, which are not required by ADOT specifications. Examples of such features include, but are not limited to: unique icons/patterns, decorative wrought iron fencing, sculptured metal signing, specialized lighting facilities, non-standard paint colors and specialized art features.

"State Standards" - means Arizona Department of Transportation (ADOT) guidelines, specifications, policies, rules and regulations as of the date of this Agreement for the construction and maintenance of ramps, highways, landscaping, fencing and enclosure structures, drainage and flow structures and other related highway features. These standards will be used unless otherwise agreed to by the Parties to this Agreement.

III. SCOPE OF WORK

1. The State will:

    a. Maintain facilities within the State's right-of-way limits, including the construction, reconstruction, Major Rehabilitation of the roadways, curbs, gutters, sidewalks, medians, channelization, drainage facilities (except where responsibility is defined by separate Agreement or as the City's responsibility), guardrails, barriers, crash

attenuation devices, walls, chain-link fencing, bridge structures (including pedestrian bridges, overpasses and wildlife crossings), drainage, tunnels, and other roadway-related facilities (excluding special traffic signals, wrought iron fencing, pedestrian bridge fencing, certain drainage facilities and Specialized Materials/Features requested by the City).

b. Be responsible for major resurfacing, rehabilitation, and roadway reconstruction treatments including the construction and replacement of all Portland Cement Concrete Pavement (PCCP) roadway surfaces located within the State's right of way.

c. Be responsible for maintenance of all storm drain siphons within State highway rights-of-way, of which the State is the primary user.

d. Perform the Blue Stake requirements of State owned facilities, within State right-of-way.

e. Be responsible for the installation of all initial signing. Maintain all overhead sign structures and large ground-mount guide signs (16 square feet or larger) both in and out of State right-of-way. Maintain all signs on the frontage roads between the off-ramp gore and the subsequent on-ramp gore (within the interchange).

f. Be responsible for the installation of all initial pavement markings (such as lane lines, edge lines, etc.) Maintain all transverse markings (such as crosswalks, stop bars, etc.), and symbol markings (such as turn arrows, "left turn only" words, etc.) within State right-of-way.

g. Be responsible for maintaining the structural integrity of Screen/Sound Walls constructed within the State's rights-of-way.

h. Maintain the structural integrity, of the following specialized structures: pedestrian bridges, wildlife crossings, overpasses, underpasses and pedestrian tunnels that are constructed over/under mainline roadways of the State, excluding the maintenance of all Non-Standard State Items or Specialized Materials/Features.

i. Provide response and clean-up of all Hazardous Material Incidents within State's rights-of-way.

j. Be responsible for the maintenance of the Electrical Facilities and supporting electrical equipment as outlined in Exhibit A.

k. Issue, in accordance with the established procedures of the State's Central District Permit Office, a valid annual citywide Blanket Permit for only Routine/Minor Maintenance and emergency maintenance work provided by the City within the State's rights-of-way. On an annual basis, review and accept the City's submittal for renewal, including insurance coverage, 30 days prior to the end of the term. Agree that any new construction or installation shall require a separate permit through the State's Central District Permits Office.

l. Provide the City with a copy of the Arizona Administrative Code, "The Arizona Outdoor Advertising Control Regulations" (Rule No. R17-3-701), incorporated herein by

reference, to be adhered to by the City except that, the City may implement more restrictive regulations if authorized by law.

m. Comply with the latest edition Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and adopted by ADOT, as per A.R.S. § 28-641, when performing any work under this agreement. Traffic Control plans will be processed by and through the State's Central District Permits Office.

2. The City will:

a. Perform Routine/Minor Maintenance and the Limited Rehabilitation within the defined areas of the City's responsibility including Intersections and Crossroads, as shown in Exhibit B. The City will maintain the pavement in accordance with the City's established Pavement Maintenance Program.

b. Be responsible for the maintenance and energy costs of all traffic signals and internally illuminated street name signs.

c. Perform the Blue Stake requirements of City owned facilities; not subordinate this responsibility without written consent of the State.

d. Maintain all bike signing, striping, pavement markings and other devices that are placed at the request of the City in conjunction with the bike lanes that cross the State Highway System. Obtain approval from the Regional Traffic Engineer and/or the District Administrator before placement such items.

e. Maintain all landscaping and landscape components, including irrigation and irrigation costs of all features along Intersections and Crossroads within the defined areas of the City's responsibility, as shown in Exhibit A, in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.

f. Be responsible for Routine/Minor Maintenance of drainage catch basins of which the City has access to, consistent with City Maintenance and Operations levels.

g. Coordinate with the State to address any potential temporary or permanent impacts to the State's drainage system, catch basins, culverts, etc., related to any/all new construction by the City. Be liable for any/all new construction related modifications and/or construction elements within the State's right-of-way to accommodate the City's new construction, including any/all related costs to the State.

h. Provide Routine/Minor Maintenance and lighting of pedestrian facilities, overpasses and underpasses, including the upper level area of the quadrants where the City streets are depressed consistent with City's Maintenance and Operations levels. Routine/Minor Maintenance of these areas will include sweeping, removal of debris, nuisance weeds, fencing, and removal of graffiti. Be responsible for submitting any City desired modification requests of these facilities through the State's permit process.

i. Keep detailed maintenance records, which will be made available to the State upon request.

j. Obtain and maintain, at no cost per established procedures of the State's Central District Permit Office, a valid annual citywide Blanket Permit for the Routine/Minor Maintenance, emergency maintenance work, and/or emergency response provided by the City within the State's rights-of-way. Any new construction or installation shall require a separate permit as per the State's Central District's established procedures, which may be obtained through the State's Central District Permit Office referenced herein. Request renewal 30 days prior to the end of the term and provide insurance coverage documentation.

k. Provide the State with the cost of replacement or conversion of all Specialized Material/Features and/or equipment that does not meet State standards, if the City no longer wishes to maintain the Specialized Materials/Features.

l. Comply with the latest edition Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and adopted by ADOT, as per A.R.S. § 28-641, when performing any work under this Agreement. Traffic Control plans will be processed through the State's Central District Permits Office.

3. The Parties agree:

a. Any operation and maintenance changes or additions that occur will be by amendment to this Agreement.

b. Routine/Minor Maintenance responsibilities at several Crossroads and/or Intersections may require Homeless Encampment cleanup. As part of the Routine/Minor Maintenance responsibilities at these locations, the City will lead the cleanup of any material that will generally fit into 50-gallon bags. If the City is unable to perform this task, the City will notify and coordinate clean up with the State. The State will be responsible for any material at these locations that are deemed to be Hazardous Materials or oversized materials.

c. The State will maintain all landscaping and landscape components along the Frontage Roads where the areas are unimproved. As these areas are developed, maintenance responsibilities will become that of the parties responsible for development. The Parties will coordinate to ensure future developers assume landscape maintenance responsibilities along the Frontage Roads.

d. The maintenance of signals, street lighting and streetlight energy costs on State Highway System Crossroads and/or intersections along the freeway Frontage Roads will be as provided by a separate agreement(s).

e. After construction of a new State highway within the City, the new portion of highway shall be incorporated by amendment to this Agreement, prior to completion of any new construction.

f. Upon annexation by the City of any area that is traversed by a State highway, the length of such highway which is within the annexation boundaries shall automatically become subject to the terms of this Agreement, indicating the portion or portions of the State highway affected.

g. The State shall be solely responsible for funding its performance of its obligations under this Agreement and for establishing and maintaining a budget for the expenses of its performance. The City shall be solely responsible for funding its performance of its obligations under this Agreement and for establishing and maintaining a budget for the expenses of its performance.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon the signing and dating of the Determination Letter by the State's Attorney General.

2. This Agreement shall remain in full force and effect for successive periods of five years from the effective date and may be amended upon mutual written consent of both Parties, provided however, that this Agreement may be cancelled at any time, with 90 days written notice. If the City initiates a cancellation of this Agreement the City agrees to provide the State with the cost of replacement or conversion of all Specialized Materials/Features and/or equipment that does not meet State Standards.

3. Contractor and subcontractors shall procure and maintain insurance until all of their obligations have been discharged, including any warranty periods under their Contract with the City, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The amounts and types of insurance required are those required by the *ADOT Permits Insurance Matrix.*

4. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

5. This Agreement shall be governed by and construed in accordance with Arizona laws.

6. This Agreement may be cancelled by either Party in accordance with A.R.S. § 38-511.

7. To the extent applicable under law, the provisions set forth in A.R.S. §§ 35-214 and 35-215 shall apply to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
9. Non-Availability of Funds: Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for

which the funds are available. No liability shall accrue to the terminating Party in the event this provision is exercised, and the terminating Party shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts if required by A.R.S. § 12- 1518.

11. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

12. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

13. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

14. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

<u>For Agreement and Amendments</u>

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Goodyear
Attn: Hugh Bigalk
1900 N. Civic Square
Goodyear, AZ 85395
623.882.7514

<u>For Maintenance Related Issues:</u>

Arizona Department of Transportation
Central Maintenance District
Maintenance Engineer
2140 West Hilton Avenue, Mail Drop PM00
Phoenix, Arizona 85009
602.712.6664
602.712.6983 FAX

City of Goodyear
Attn: Hugh Bigalk
1900 N. Civic Square
Goodyear, AZ 85395

623-.882.7514

<u>For Notification of all Blanket and Non-Blanket Permits:</u>

Central Maintenance District Permits Office
2140 West Hilton Avenue, Mail Drop PM00
Phoenix, Arizona 85009
602.712.7386
602.712.6983 FAX

City of Goodyear
Attn: Hugh Bigalk
1900 N. Civic Square
Goodyear, AZ 85395
623.882.7514

<u>For Notification of Hazardous Materials:</u>

Arizona Department of Transportation
Traffic Operations Center
2302 W Durango, Mail Drop PM02
Phoenix, Arizona 85009-6452
602.257.1563 or 1.800.379.3701

City of Goodyear
Attn: Hugh Bigalk
1900 N. Civic Square
Goodyear, AZ 85395
623.882.7514

15. Any revisions to the names and addresses above may be updated administratively by either Party and shall be writing.

16. In accordance with A.R.S. § 11-952(D), attached hereto and made a part hereof, is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF GOODYEAR

By _____Date_____
JOE PIZZILLO
Mayor

ATTEST:

By _____ Date_____
DARCIE MCCRACKEN
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GOODYEAR, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date_____
RORIC MASSEY
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
STEVE BOSCHEN, PE
Division Director

A.G. Contract No. P001 2022 000604 (ADOT IGA/JPA 20-0007748), an Agreement between public agencies, the State of Arizona and the City of Goodyear, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

IGA 20-0007748-I
Exhibit A

City of Goodyear Maintenance Roles and Responsibility Matrix within State Highway Right of Way

ALL ACTIVITIES SHALL BE CONDUCTED ACCORDING TO ADOPTED CITY STANDARDS

ACTIVITIES AND DESCRIPTIONS:

SWEEPING:

- Sweeping shall be accomplished during times of low traffic volume when possible.

PATCHING WITH PREMIX:

- Patching potholes, severe depressions, edge breakup, and breaks in roadway and shoulder surfaces using premix materials.

FILL CRACKS:

- Clean and fill cracks in bituminous pavements to prevent the passage of water through the surface and into the sub grade.

FILL CRACKS WITH ASPAHLT RUBBER SEALANT:

- Rout or clean, fill cracks in bituminous pavements to prevent the passage of water through the surface and into the sub grade.

TIGHT BLADING:

- The application of premix with a blade to fill ruts and raveling an asphalt pavement and/or ACFC finishing course (1 to 1 ½ inches deep or less).

FLUSH COAT/FOG SEAL:

- Apply emulsified petroleum resin or emulsified asphalt to continuous sections of asphalt concrete as flush coat to rejuvenate aged asphalt and to retard surface deterioration.

EMERGENCY PATCH AND/OR REPAIR:

- The emergency repair of asphalt roadway surface/base areas damages presenting a safety hazard to the driving public. The appropriate repair may require the limited rehabilitation repair, requiring the removal and replacement of damaged asphalt sub-surface and deteriorated base.

MANUAL MECHANICAL AND/OR CHEMICAL WEED CONTROL:

- The majority of these activities generally are covered by separate agreement. However, some areas of the State rights of way remain City responsibility. Exemplified by: weeds found on the City side of a access control fences, weeds or other types of vegetation growing, around drainage catch basins, within cross-over streets, **or** pedestrian sidewalks in underpass areas. The specific methods of

vegetation control must comply with state and federal environmental rules and regulations.

DEBRIS AND LITTER PICK-UP:

- Clean litter and debris from both roadway and City areas of the rights of way responsibility as identified in the Maintenance **Exhibit "B"**. This activity will be undertaken during times of low traffic volume when possible.
- Clean litter and debris from Homeless Encampments that fit in 50-gallon bags.

DRAINAGE/CATCH BASINS/ROUTINE MAINTENANCE:

- Clean of drainage/catch basins within the areas where the city is responsible for the routine and minor maintenance of the roadway surface.

MINOR SLIDE REMOVAL:

- Removal of minor rock and or mud slides as required ensure that drainage ditches and/or roadway shoulders are free from hazardous conditions.

BLUE STAKE:

- The City shall be responsible for blue staking utility features that solely serve the City, yet are constructed within state rights of way. The responsibility shall become effective upon Blue Stake Operations Center notification.

ENCROACHMENT PERMITS:

- Management of rights of way encroachments on non-limited access state routes according to applicable statutes; issuing encroachments permits and notices of illegal encroachments as authorized by law will be the responsibility of the City. Copies of the encroachment notices and permits, including sketches showing exact locations of the encroachments will be forward to the state. Forms and encroachments permits will be furnished by the state.

PAVEMENT MARKING MAINTENANCE:

- The City will maintain all longitudinal lines, transverse lines, and symbols/messages (such as lane lines, edge lines, etc.) and median noses on all crossroads and frontage roads using paint, thermoplastic, tape and other materials. City pavement markings responsibilities shall be done according to City adopted standards.

SIGNING MAINTENANCE:

- The City shall be responsible for the maintenance of all signing on crossroads of signalized intersection maintained by the city, signing on the frontage roads between the on-ramp and the subsequent off-ramp, un-signalized (non-interchange) freeway crossings, and non-limited access State routes. Maintenance activities shall be done according to City standards.

IGA 20-0007748-I
Exhibit A

Roles and Responsibilities

Electrical Operations:

The responsibility for traffic signal and electrical facilities will be provided under the Electrical Master Maintenance Agreement or in a separate maintenance agreement.

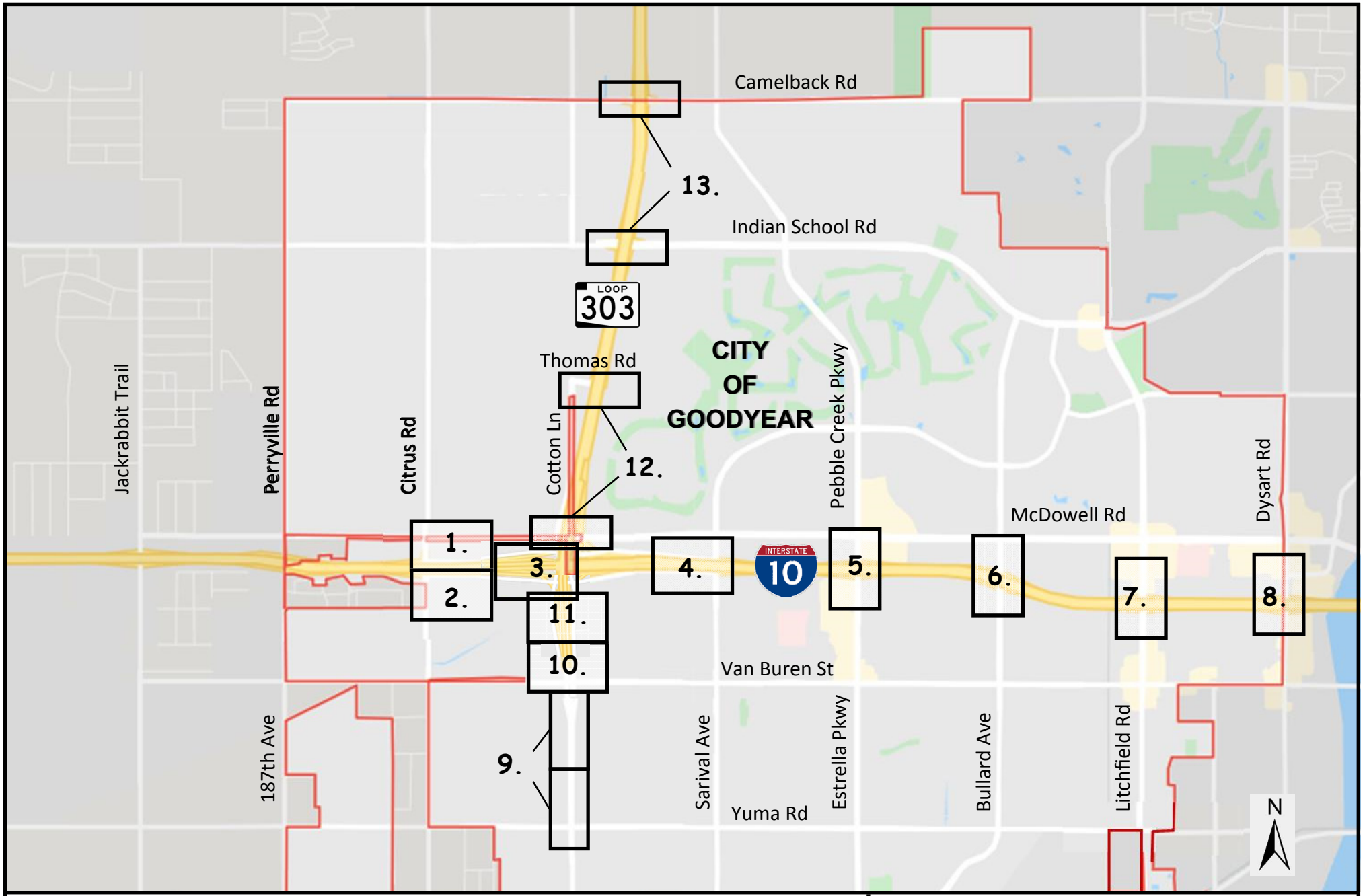
Landscape:

Weed removal on mainline	ADOT
Weed removal on crossroads	City
Weed removal on pedestrian/equestrian structures	City
Litter pickup on mainline	ADOT
Litter pickup on crossroads	City
Litter pickup on pedestrian/equestrian structures	City
Sweeping on mainline	ADOT
Sweeping ramps	ADOT
Sweeping crossroad	City
Graffiti within noise walls	ADOT
Graffiti on pedestrian/equestrian structures	City

Roadway:

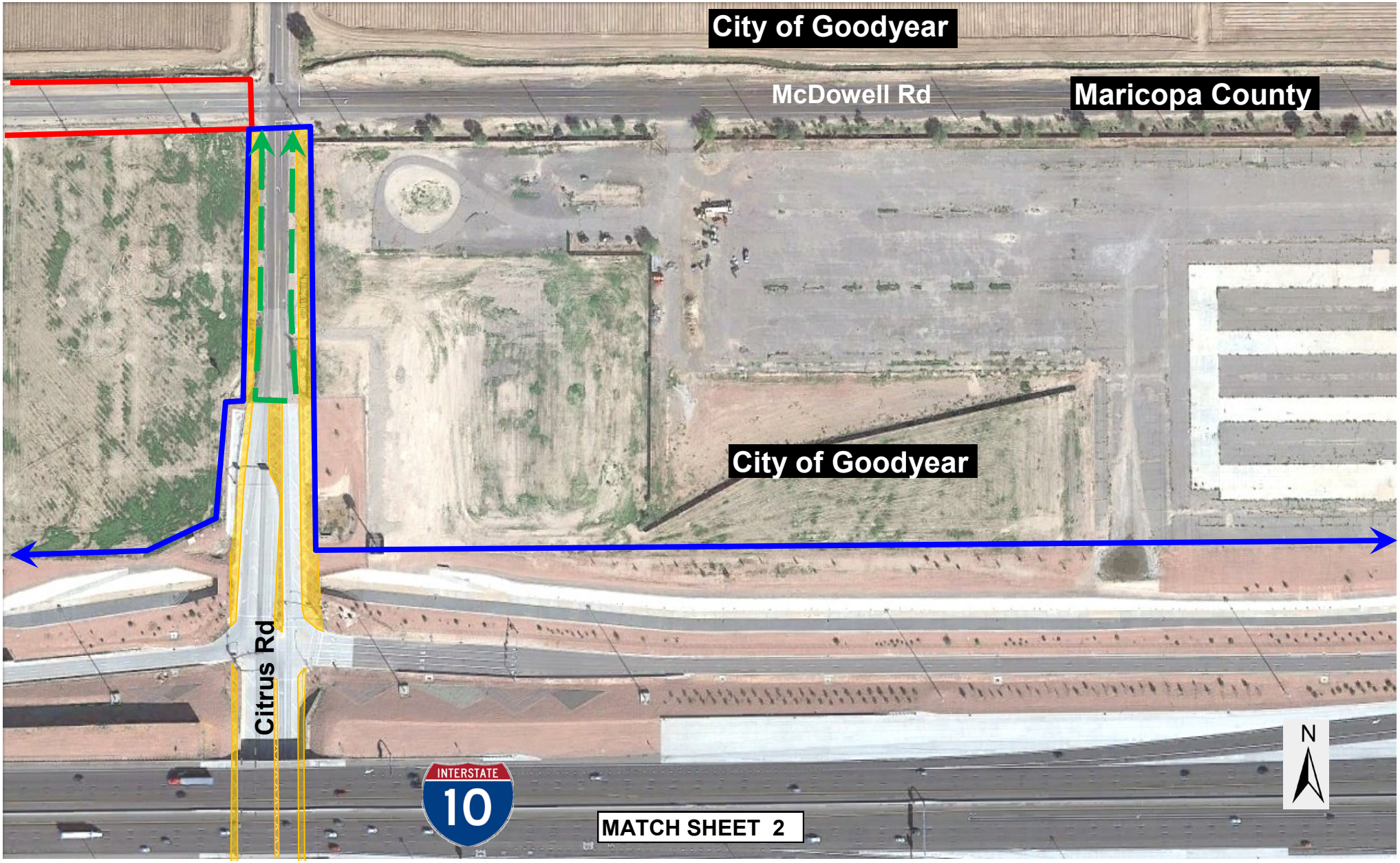
Crossroad portland cement concrete pavement	ADOT
Mainline pavement rehabilitation	ADOT
Crossroad asphalt concrete pavement	City
Crossroad pavement rehabilitation	City
Frontage road pavement limited rehabilitation	City
Mainline shoulders	ADOT
Crossroad shoulders	City
Median dividers of crossroads	City
Bridge substructures	ADOT
Bridge superstructures	ADOT
Bridge fencing	ADOT
Pedestrian bridge features	City
Pedestrian and equestrian bridge structures	ADOT
Pedestrian and equestrian overpass/underpass structures	ADOT
Sidewalks	City
Structural integrity of sound and screen walls	ADOT
Sound Wall maintenance on freeway side	ADOT
Sound Wall maintenance away from freeway side	City
Sound Wall maintenance on both sides at I-10 WB west of Citrus Rd and I-10 EB east of Sarival Road (access is restricted by ADOT)	ADOT
Right of way fence	ADOT

Mainline safety appurtenances	ADOT
Crossroad safety appurtenances	City
Specialized fence, walls, art and decorative features	City
Specialized paint colors	City
Specialized pedestrian bridge modifications	City
Culverts	ADOT
Channels	ADOT
Pumphouses	ADOT
Retention basins	ADOT
Mainline catch basins	ADOT
Crossroad catch basins	City
Specialized features within City maintained retention basins	City
Mainline incidents	ADOT
Frontage road routine/minor incidents	City
Crossroad incidents	City
Hazardous material response on mainline	ADOT
Hazardous material response on crossroads	City
Traffic Engineering:	
Mainline signage	ADOT
Crossroad signage	City
Bicycle path signage	City
Overhead sign structures	ADOT
Large ground mount guide signs	ADOT
Mainline pavement markings	ADOT
Crossroad pavement markings	City
Ramp pavement markings	ADOT
Frontage road pavement markings	City
Crosswalks, stop bars, symbols on cross roads	City
Bicycle path/lane pavement signing, markings and TC devices	City
Encroachment Permits	
Issue encroachment permits for ADOT ROW	ADOT
Issue special event permits	ADOT
Request annual encroachment permit for maintenance	City
Blue Stake	
Blue stake of ADOT infrastructure	ADOT
Blue stake of local infrastructure	City
Homeless Encampments	
Cleanup and removal of all non-hazardous material that fits into 50-gallon bags	City
Cleanup and removal of all hazardous material and any material that does not fit into a 50-gallon bag.	ADOT



ADOT / CITY OF GOODYEAR
MASTER MAINTENANCE AGREEMENT - ROADWAY
EXHIBIT A - ROADWAY - INTERSTATE 10 & STATE ROUTE LOOP 303
SHEET INDEX

CENTRAL MAINTENACE DISTRICT
Infrastructure Delivery & Operations (IDO) Division
2140 W Hilton Ave, Phoenix, AZ 85033
April 5, 2022



Legend

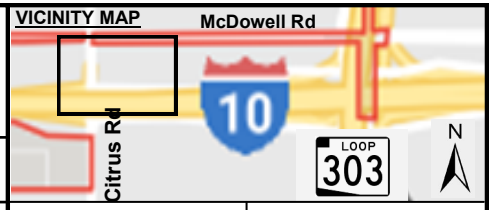
- Goodyear Boundary
- Goodyear Maintenance Sidewalk & Landscape
- Goodyear Maintenance Roadway
- ADOT Maintenance Boundary

ADOT / CITY OF GOODYEAR
MASTER MAINTENANCE AGREEMENT
ROADWAY

SEGMENT: I-10 / Papago Freeway

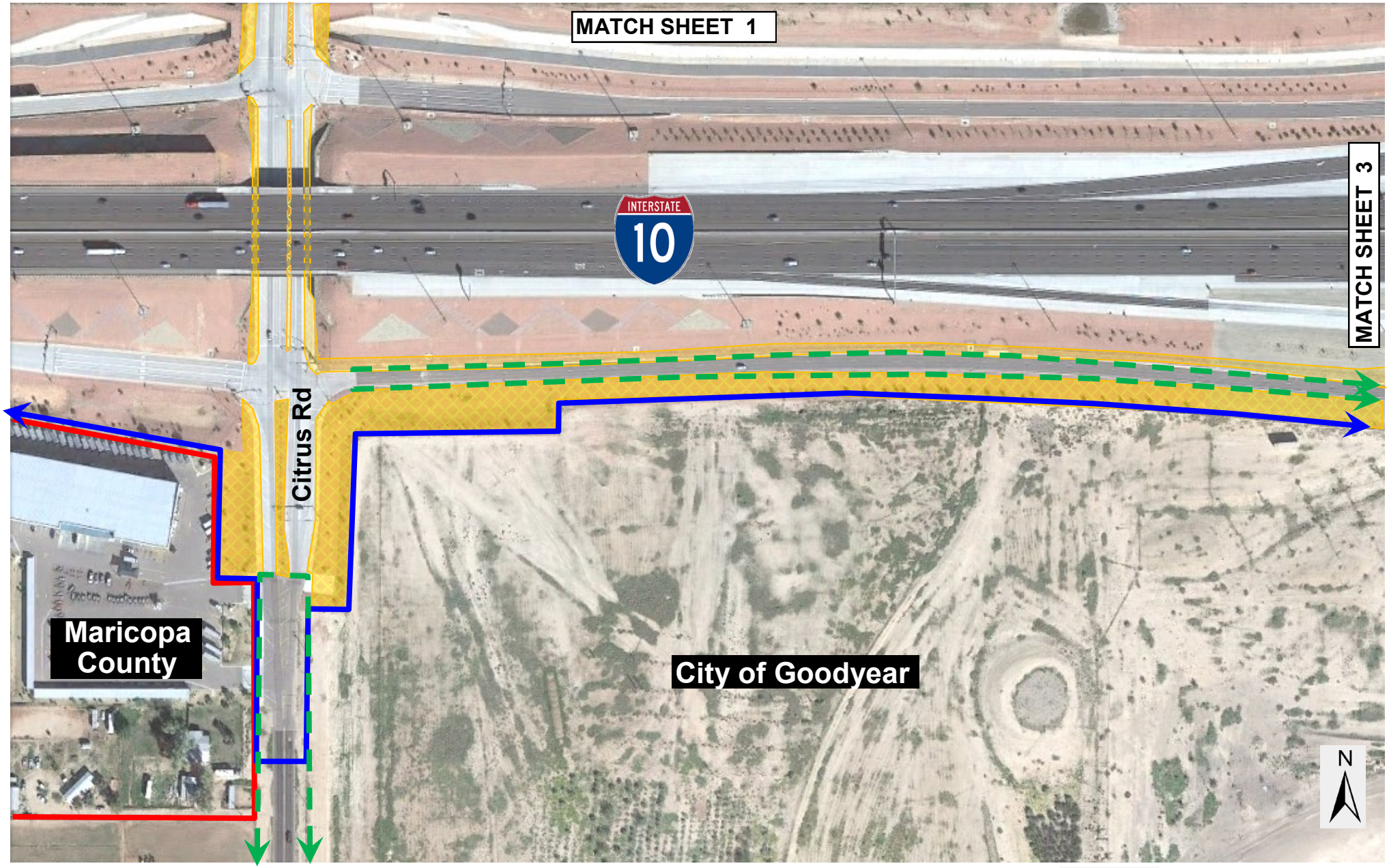
LOCATION: Citrus Road & Westbound Frontage Rd

VICINITY MAP



DATE: 4/5/2022

SHEET: 1



Legend

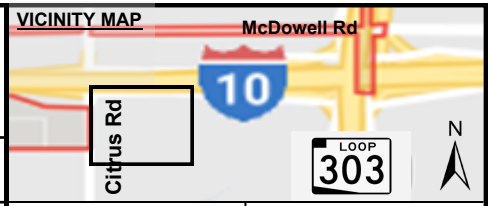
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ADOT / CITY OF GOODYEAR
MASTER MAINTENANCE AGREEMENT
ROADWAY

SEGMENT: I-10 / Papago Freeway

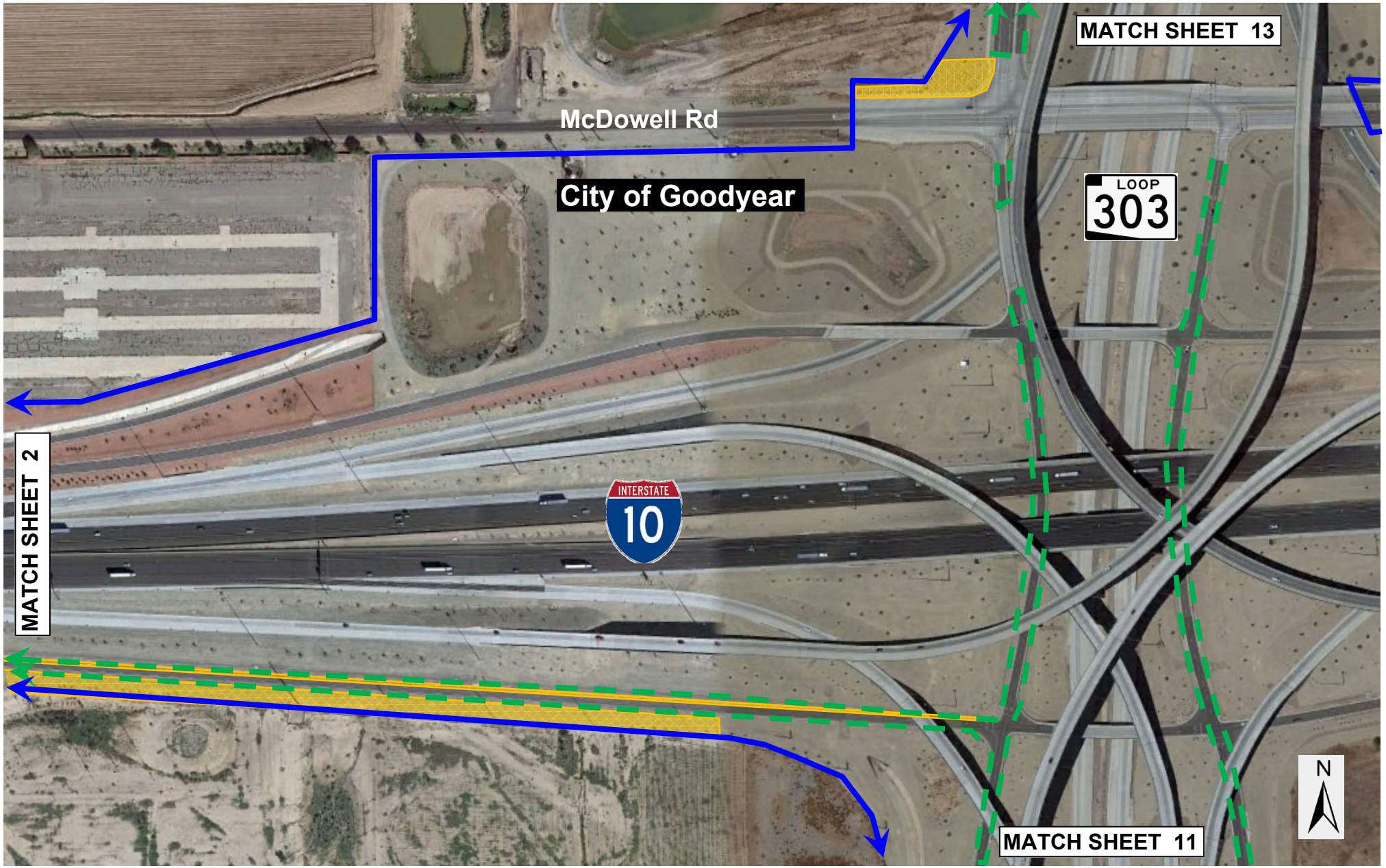
LOCATION: Citrus Road & Frontage Roads

VICINITY MAP



DATE: 4/5/2022

SHEET: 2



Legend

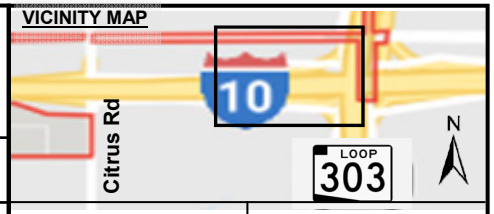
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ADOT / CITY OF GOODYEAR
MASTER MAINTENANCE AGREEMENT
ROADWAY

SEGMENT: I-10 / Papago Freeway

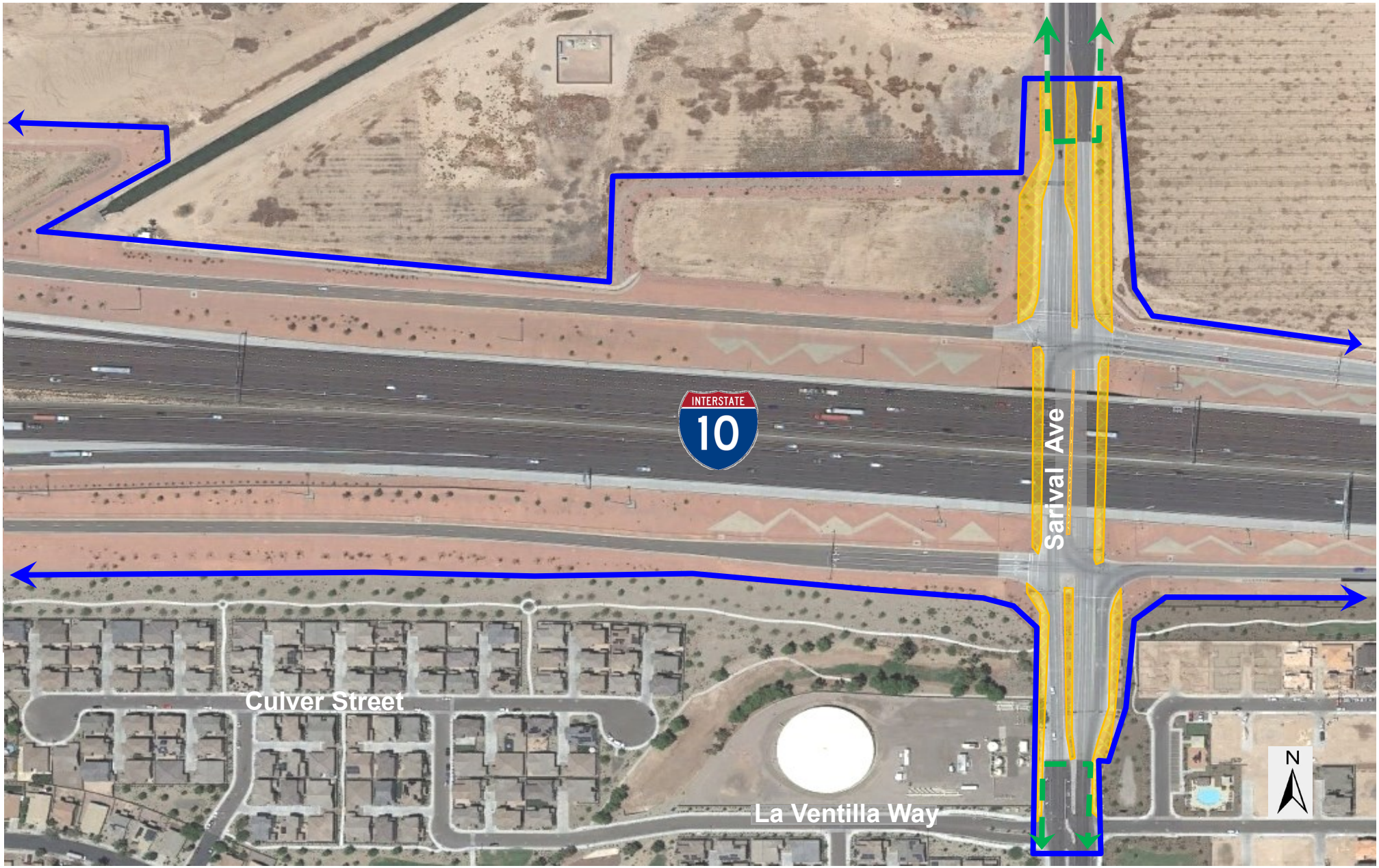
LOCATION: Frontage Roads West of Loop 303

VICINITY MAP



DATE: 4/5/2022

SHEET: 3



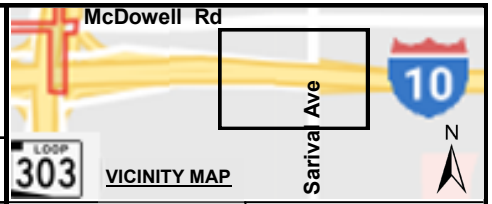
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ADOT / CITY OF GOODYEAR
MASTER MAINTENANCE AGREEMENT
ROADWAY

SEGMENT: I-10 / Papago Freeway

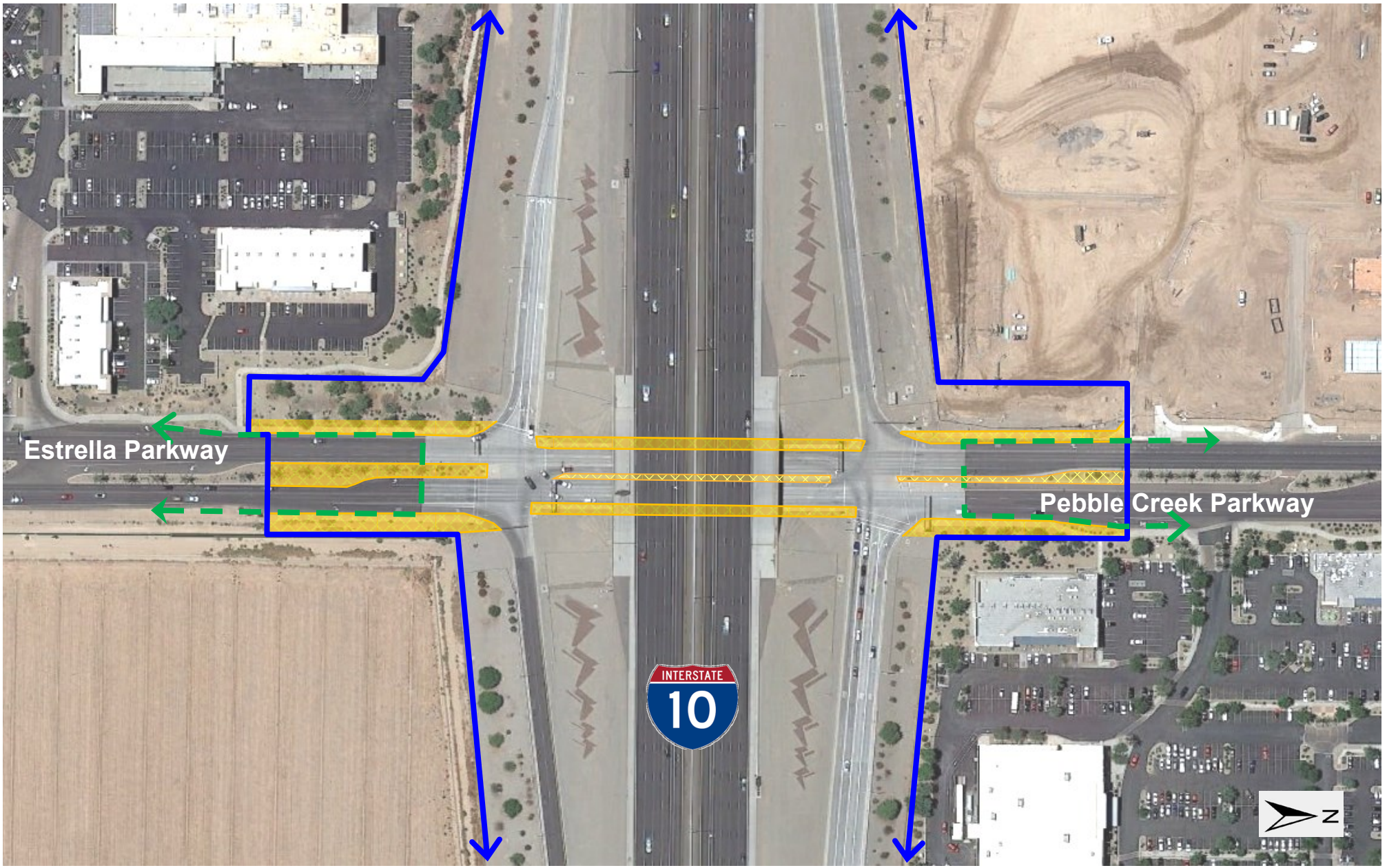
LOCATION: Frontage Roads East of L303 / Sarival Ave



VICINITY MAP

DATE: 4/5/2022

SHEET: 4



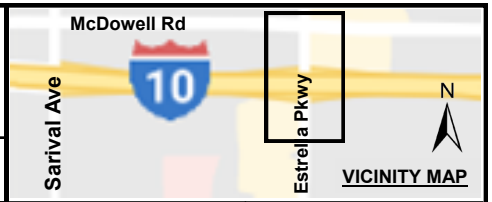
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ADOT / CITY OF GOODYEAR
MASTER MAINTENANCE AGREEMENT
ROADWAY

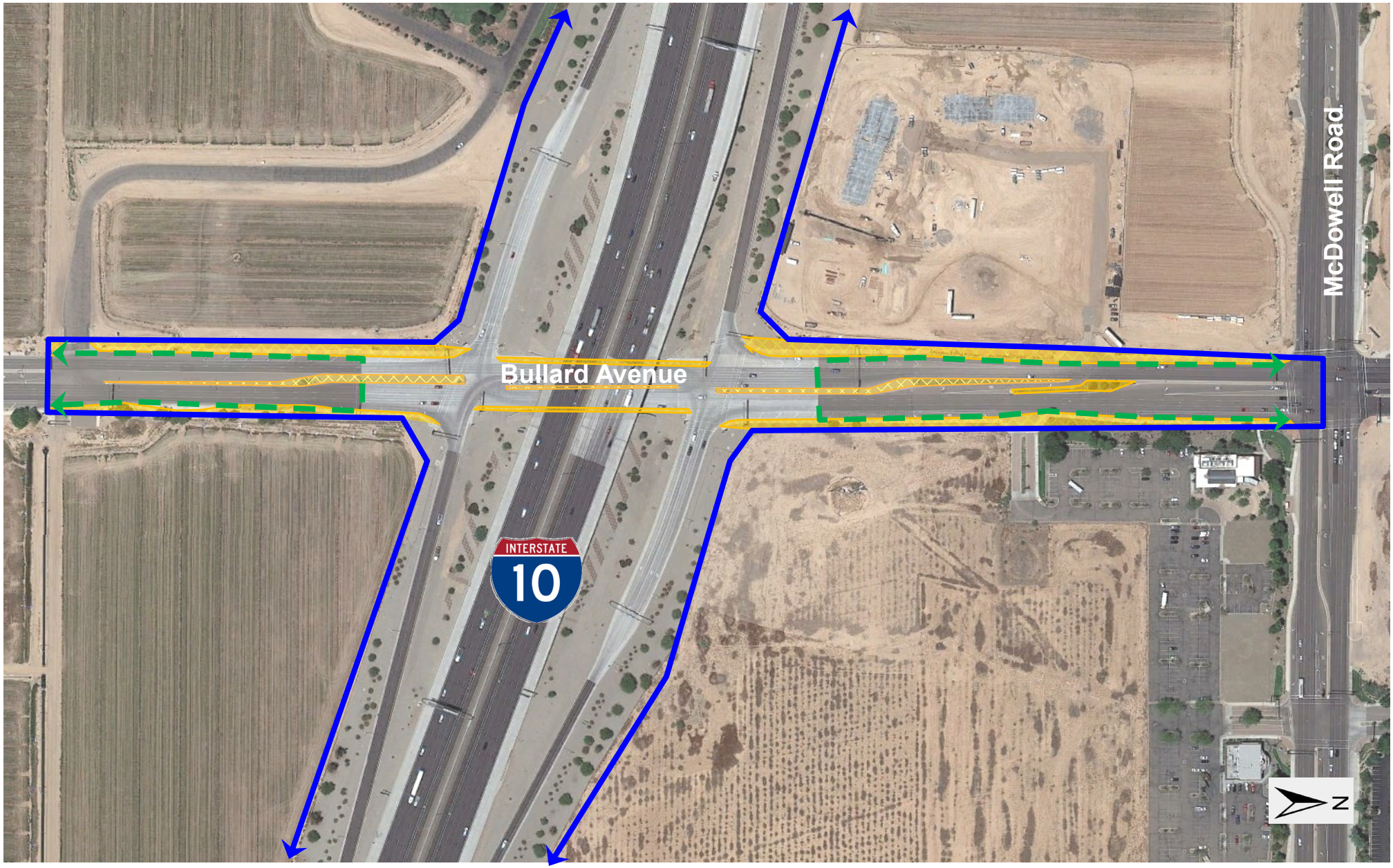
SEGMENT: I-10 / Papago Freeway

LOCATION: Estrella Parkway / Pebble Creek Parkway



DATE: 4/5/2022

SHEET: 5



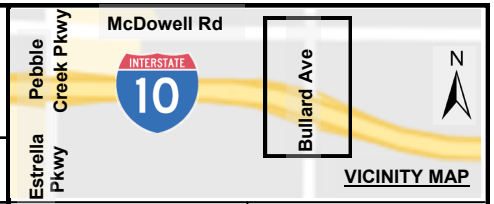
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ADOT / CITY OF GOODYEAR
MASTER MAINTENANCE AGREEMENT
ROADWAY

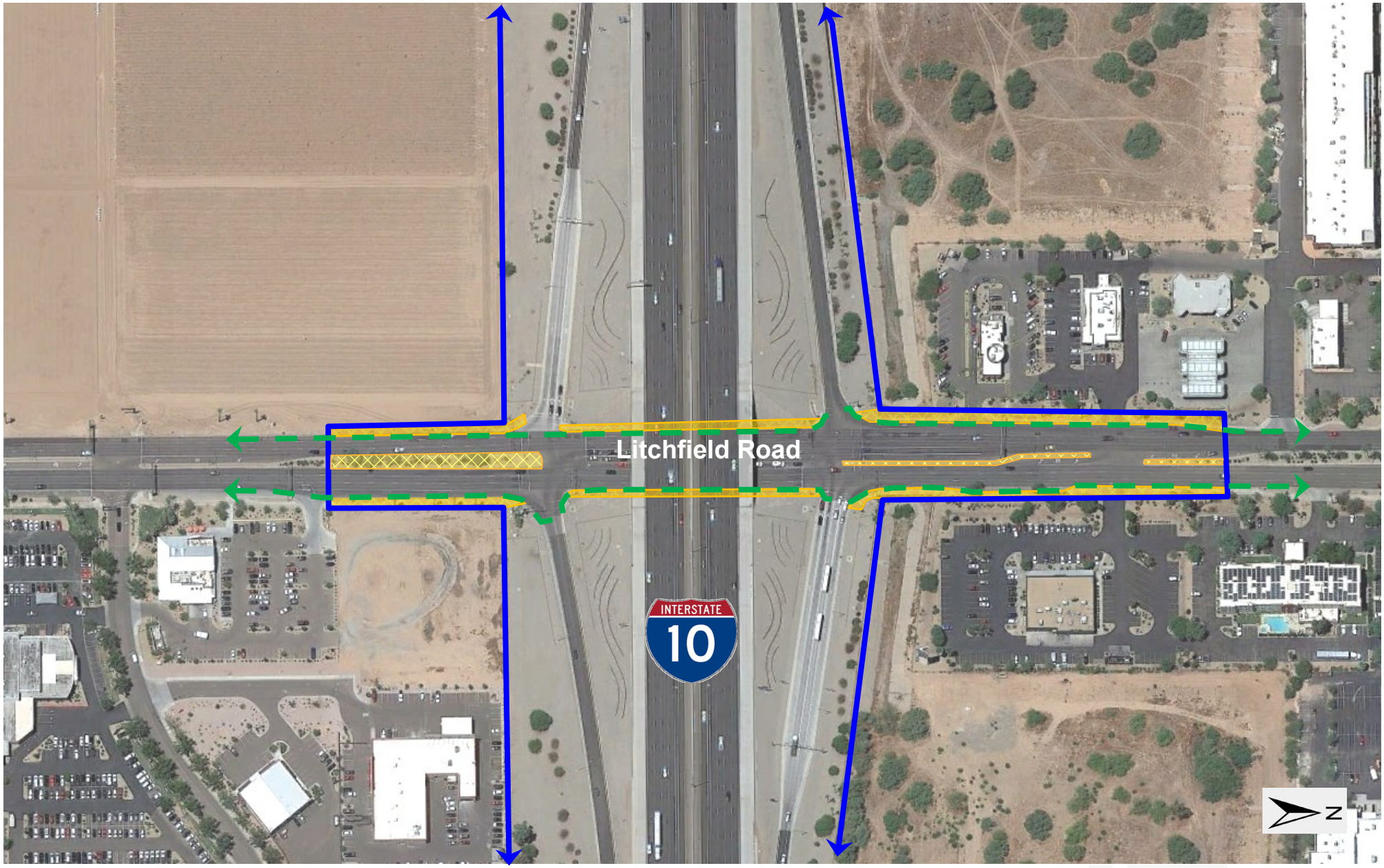
SEGMENT: I-10 / Papago Freeway

LOCATION: Bullard Avenue



DATE: 4/5/2022

SHEET: 6



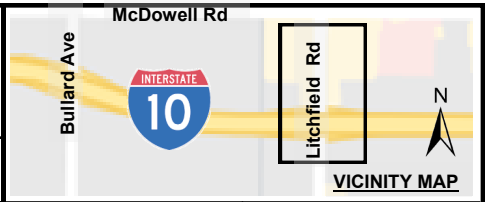
Legend

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ADOT / CITY OF GOODYEAR
MASTER MAINTENANCE AGREEMENT
ROADWAY

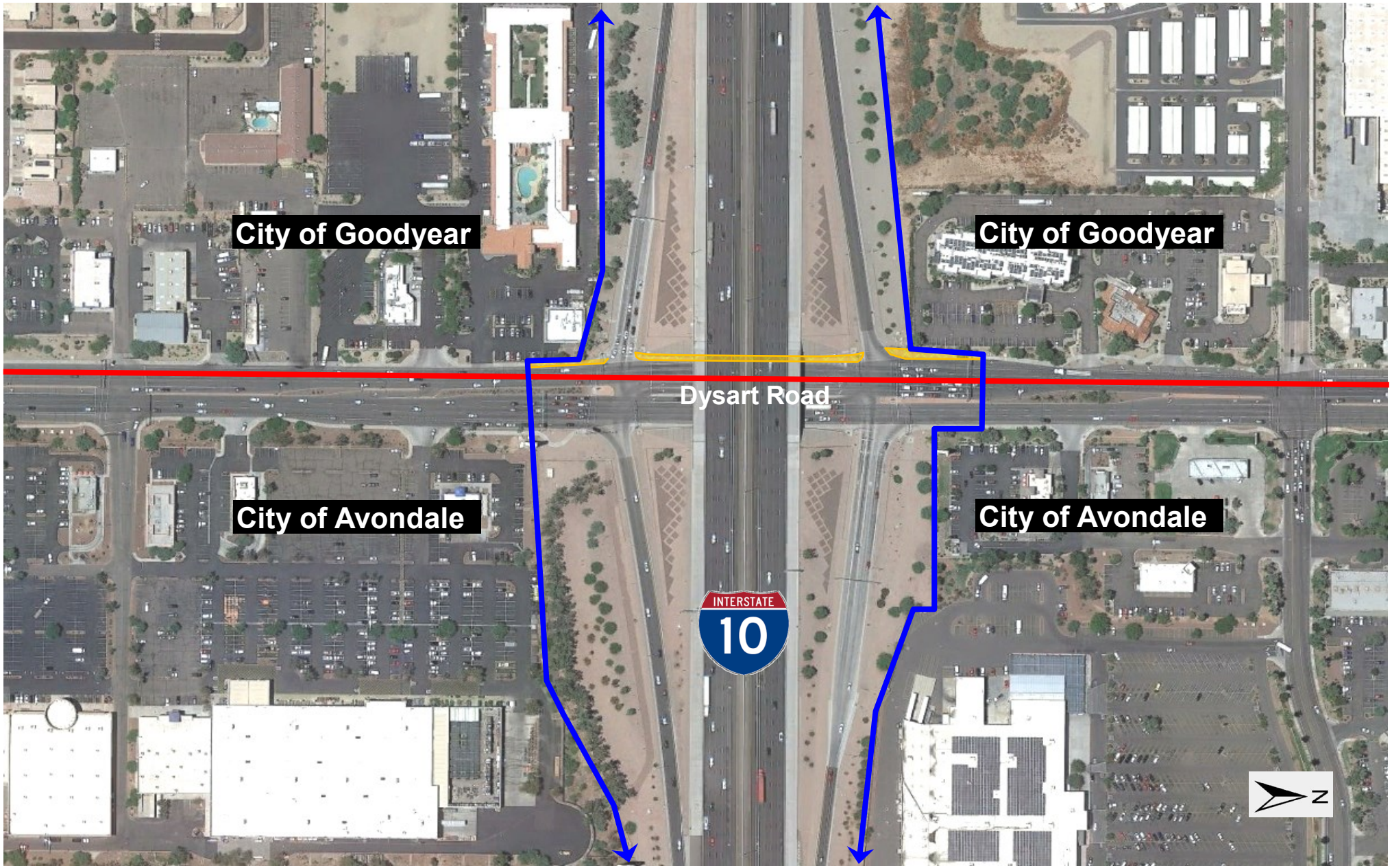
SEGMENT: I-10 / Papago Freeway

LOCATION: Litchfield Road



DATE: 4/5/2022

SHEET: 7



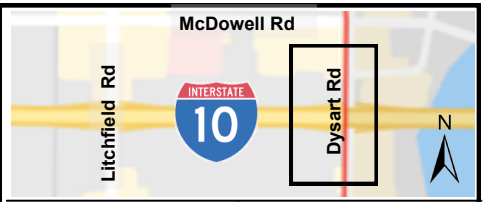
Legend

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ADOT / CITY OF GOODYEAR
MASTER MAINTENANCE AGREEMENT
ROADWAY

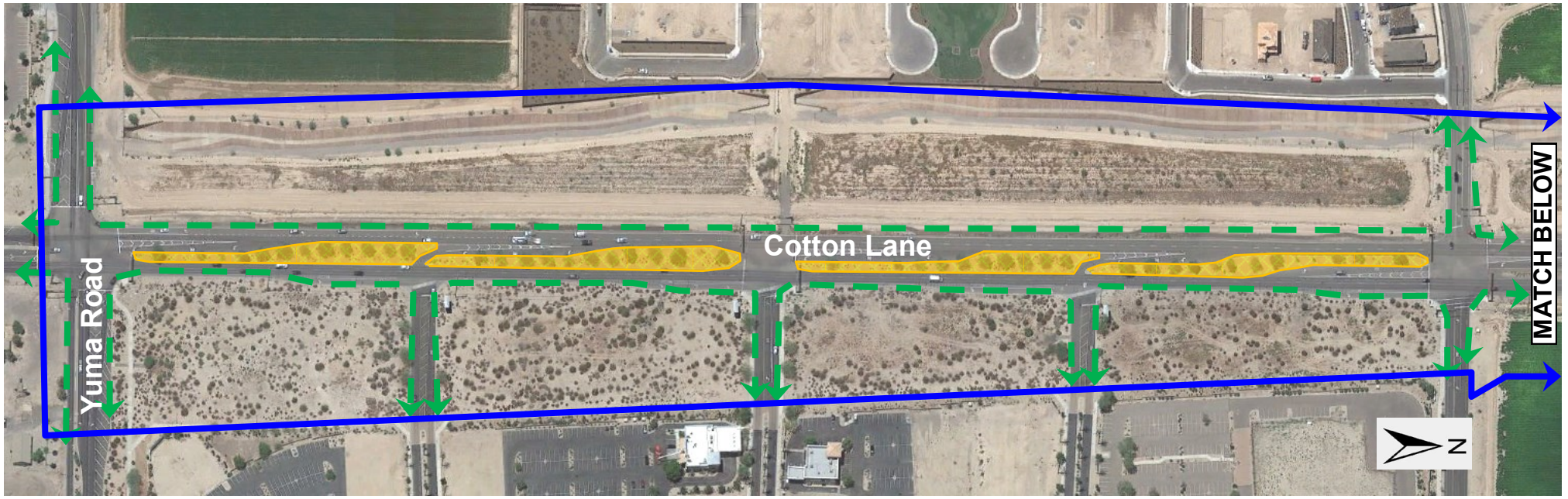
SEGMENT: I-10 / Papago Freeway

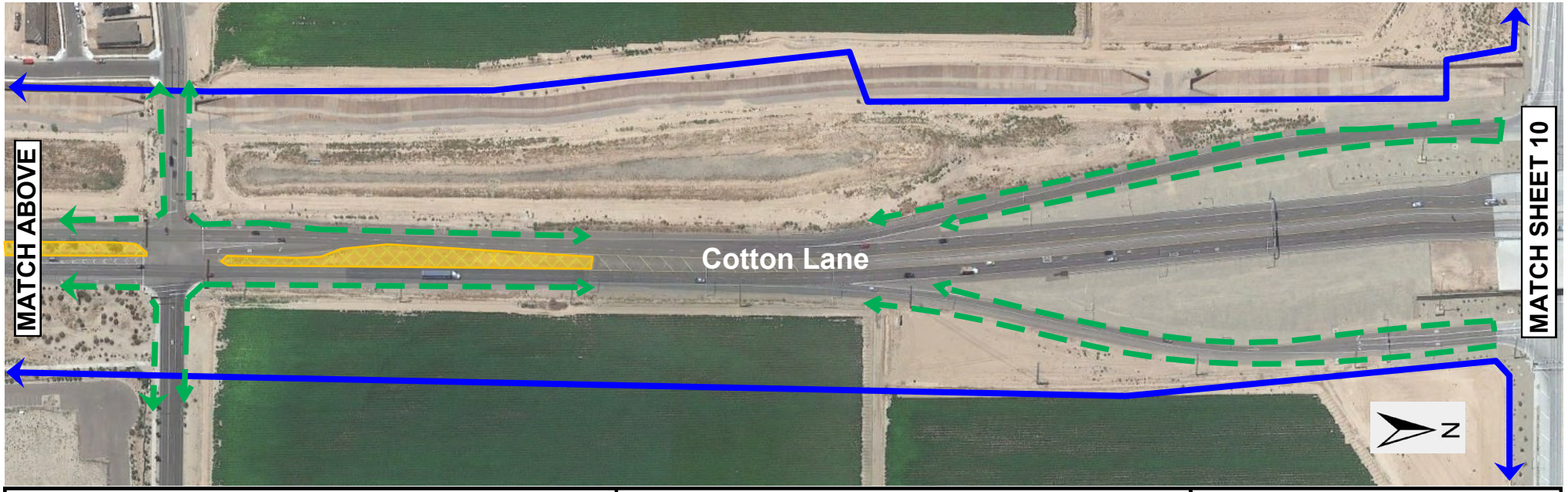
LOCATION: Dysart Road



DATE: 4/5/2022

SHEET: 8



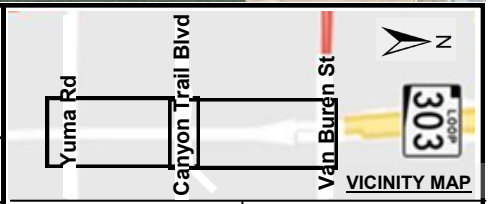


Legend

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- Goodyear Maintenance Sidewalk & Landscape
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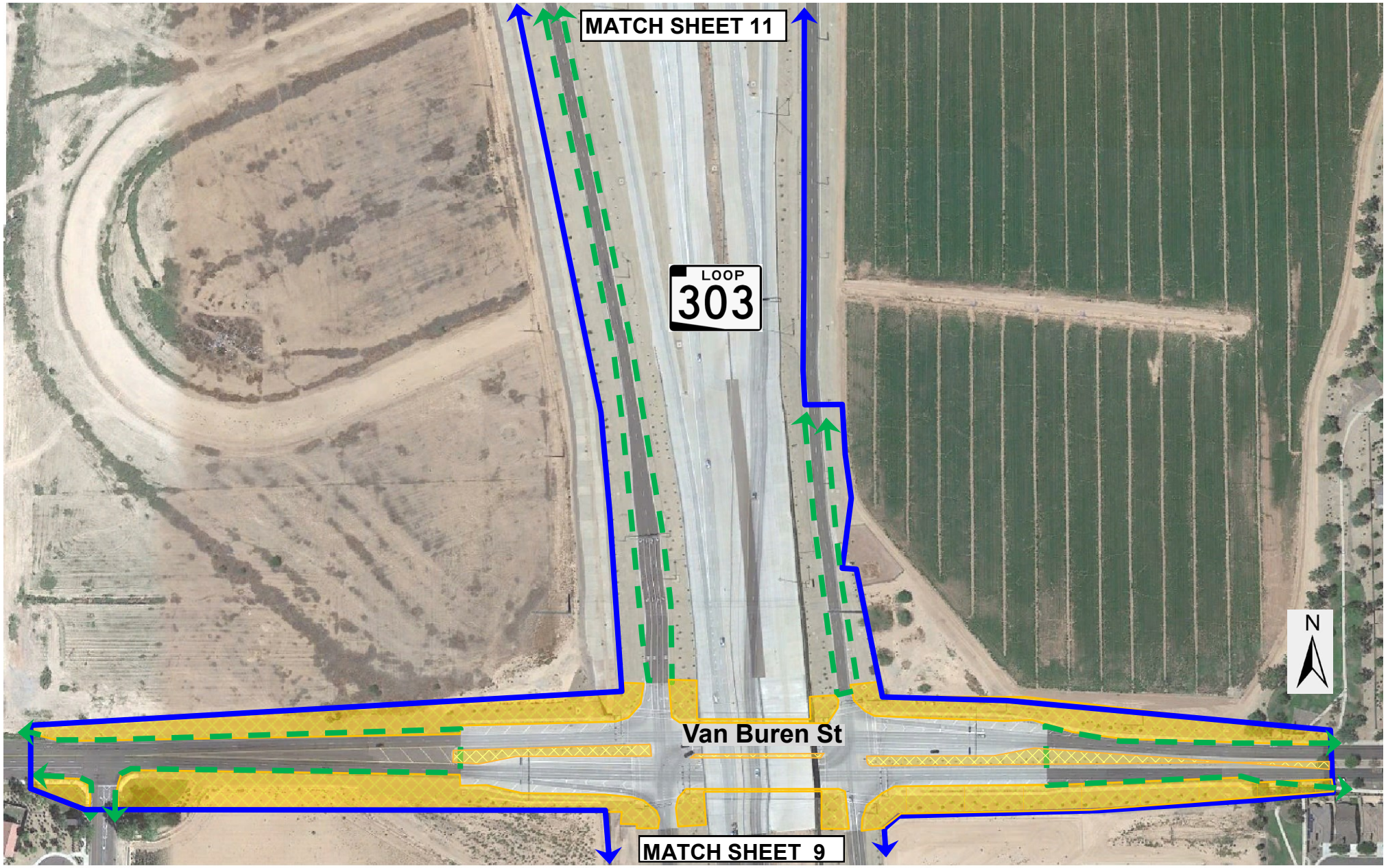
ADOT / CITY OF GOODYEAR
MASTER MAINTENANCE AGREEMENT
ROADWAY

SEGMENT:	Loop 303 / Bob Stump Memorial Pkwy
LOCATION:	Cotton Lane (Yuma Rd to Van Buren St.)



DATE: 1/30/2020

SHEET: 9



Legend

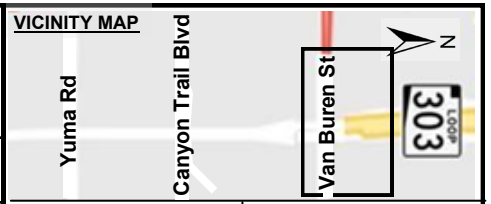
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ADOT / CITY OF GOODYEAR
MASTER MAINTENANCE AGREEMENT
ROADWAY

SEGMENT: Loop 303 / Bob Stump Memorial Pkwy

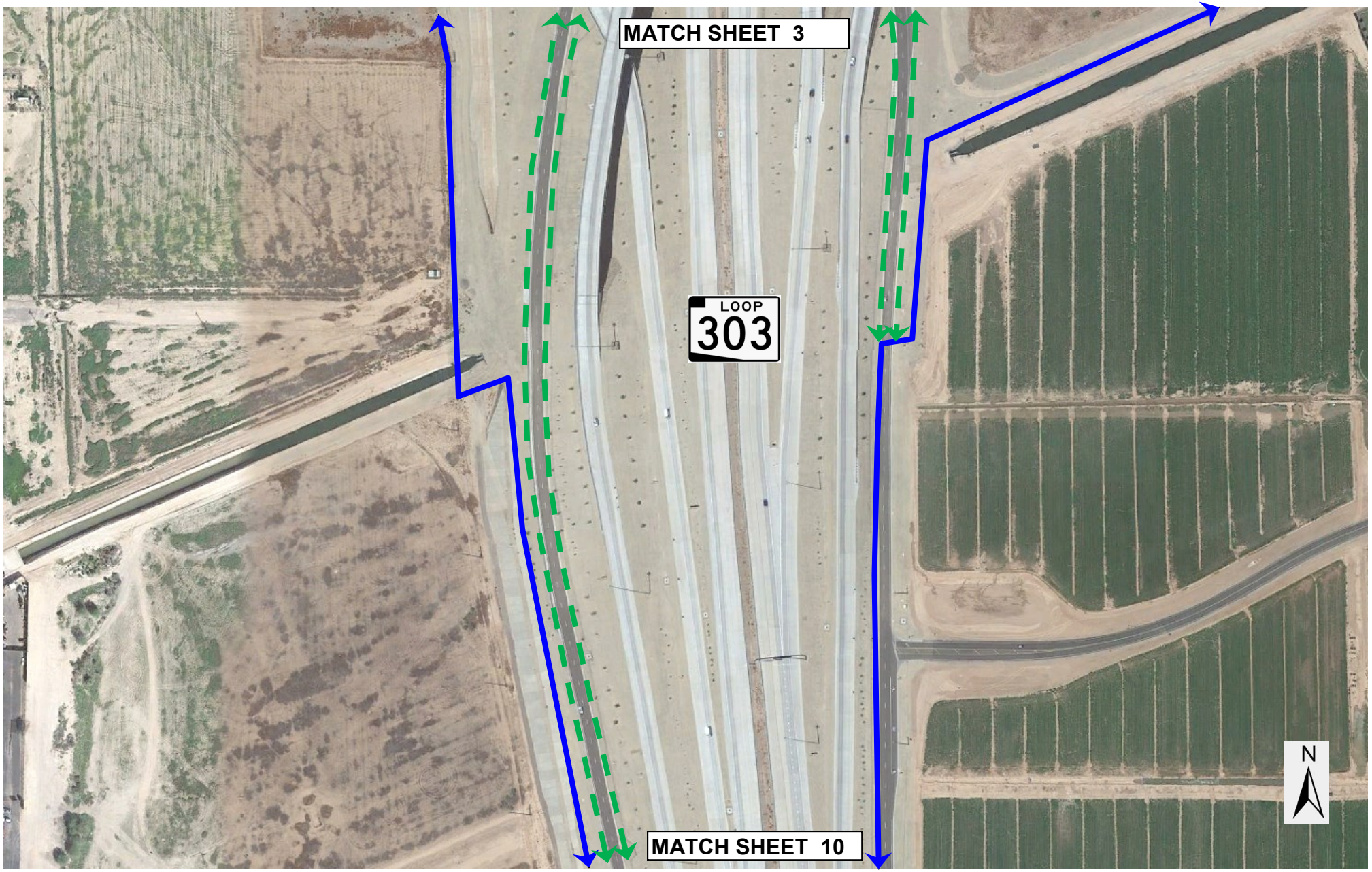
LOCATION: Van Buren Street & Frontage Roads

VICINITY MAP



DATE: 4/5/2022

SHEET: 10



Legend

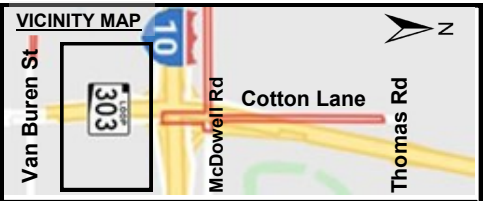
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ADOT / CITY OF GOODYEAR
MASTER MAINTENANCE AGREEMENT
ROADWAY

SEGMENT: Loop 303 / Bob Stump Memoril Pkwy

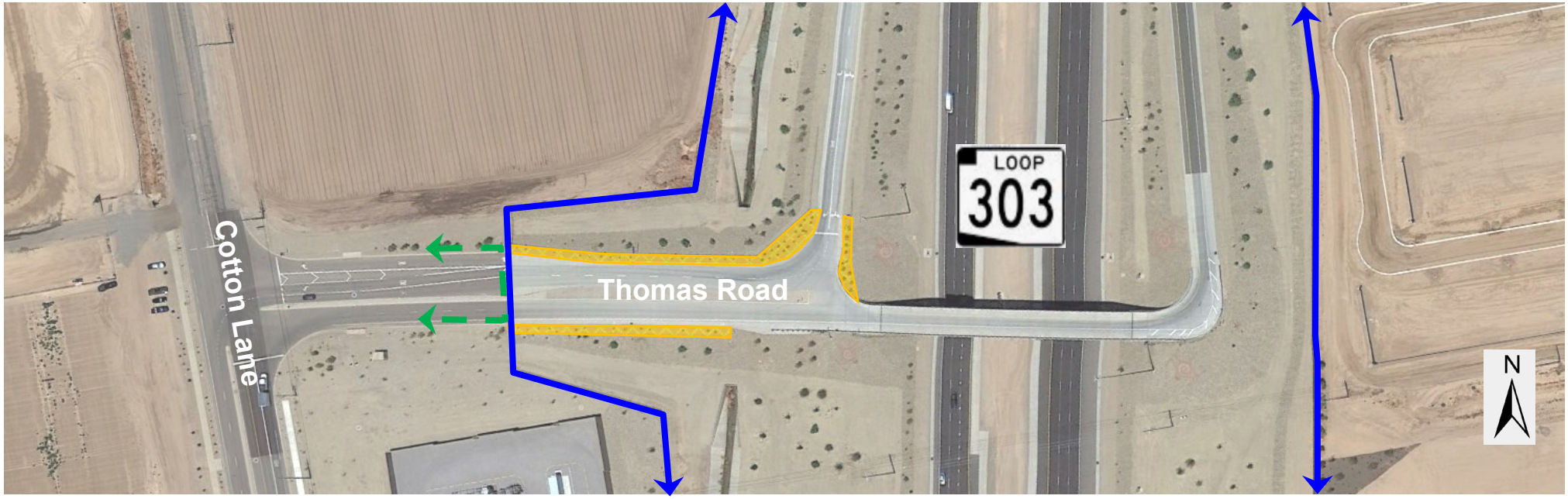
LOCATION: Frontage Roads

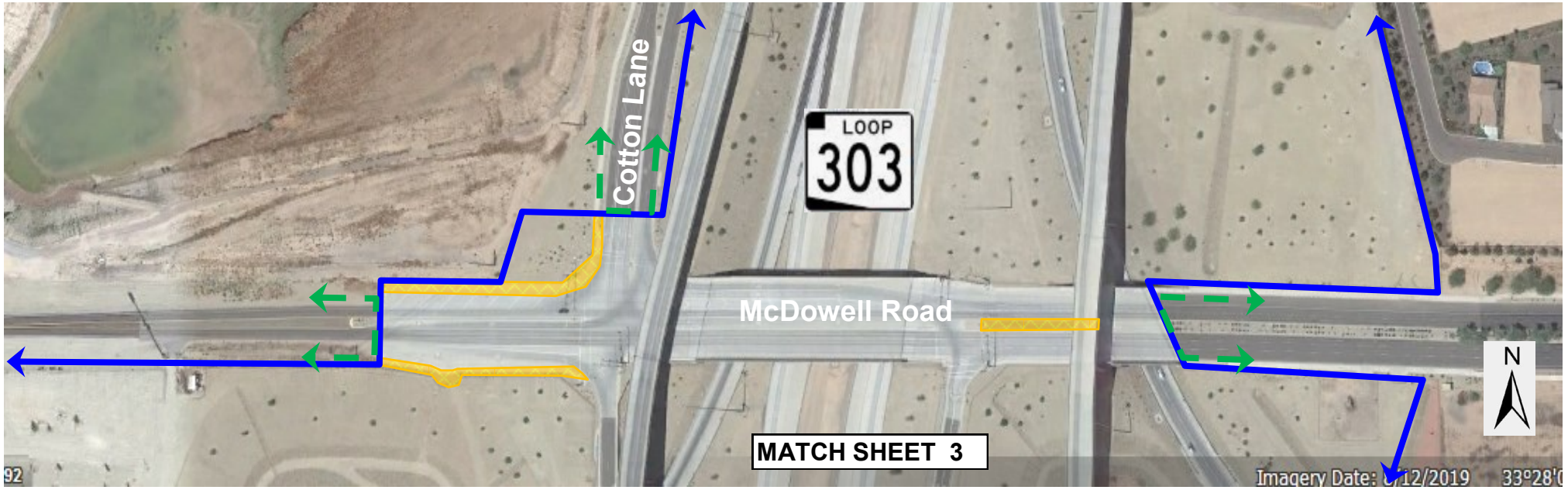
VICINITY MAP



DATE: 4/5/2022

SHEET: 11





Legend

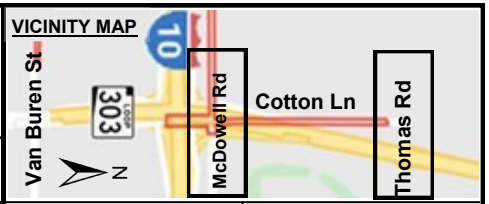
- Goodyear Boundary
- Goodyear Maintenance Sidewalk & Landscape
- Goodyear Maintenance Roadway
- ADOT Maintenance Boundary

ADOT / CITY OF GOODYEAR
MASTER MAINTENANCE AGREEMENT
ROADWAY

SEGMENT: Loop 303 / Bob Stump Memoril Pkwy

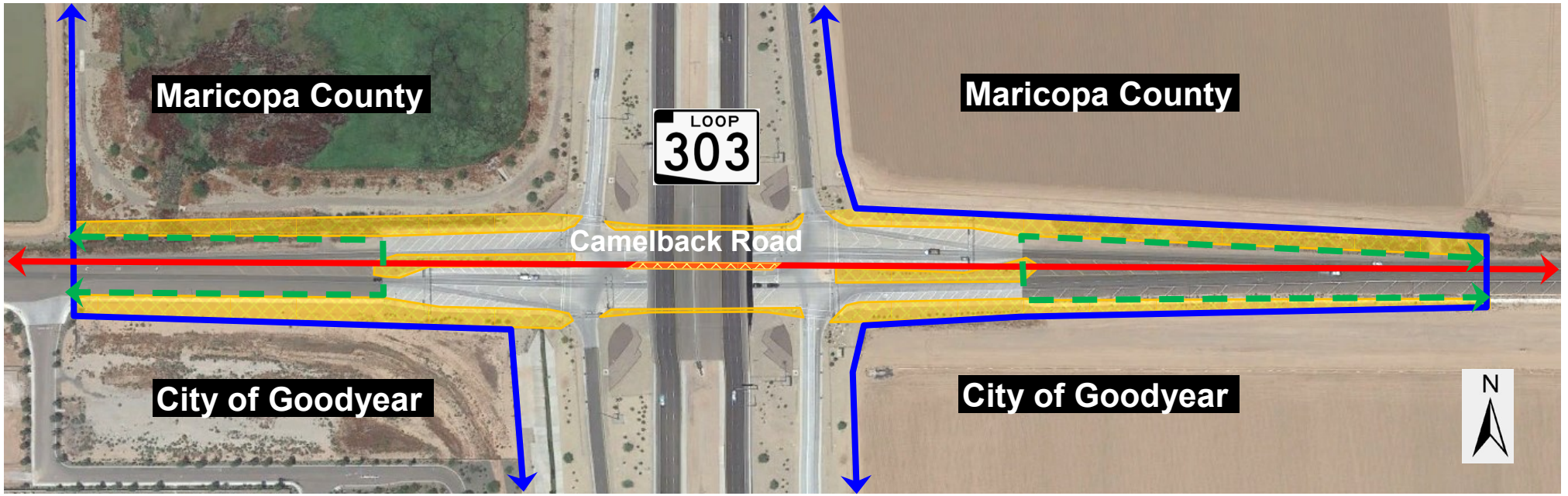
LOCATION: McDowell Road / Thomas Road / Cotton Lane

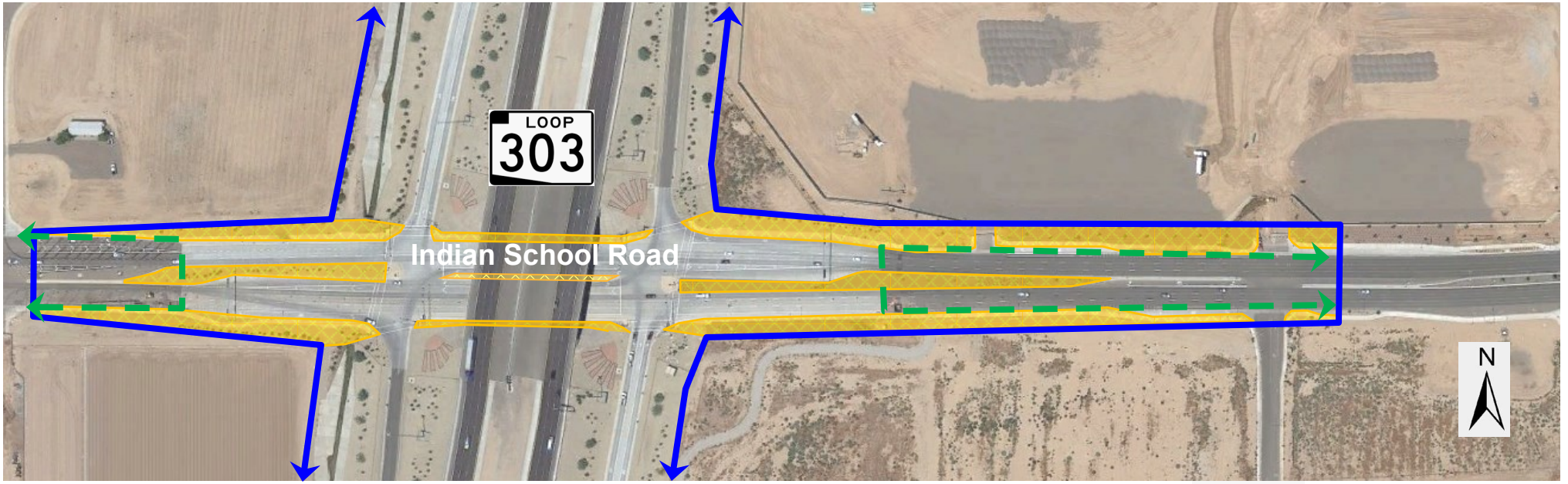
VICINITY MAP



DATE: 4/5/2022

SHEET: 12





Legend

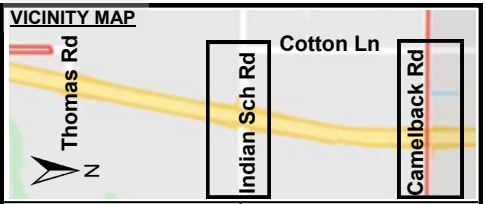
- Goodyear Boundary
- Goodyear Maintenance Sidewalk & Landscape
- Goodyear Maintenance Roadway
- ADOT Maintenance Boundary

ADOT / CITY OF GOODYEAR
MASTER MAINTENANCE AGREEMENT
ROADWAY

SEGMENT: Loop 303 / Bob Stump Memorial Pkwy

LOCATION: Indian School Road / Camelback Road

VICINITY MAP



DATE: 4/5/2022

SHEET: 13

CITY OF Goodyear

ADOT IGA FOR LANDSCAPING AND ROADWAY MAINTENANCE NEAR I-10 AND STATE ROUTE 303

July 18, 2022

MAINTENANCE IGA WITH ADOT

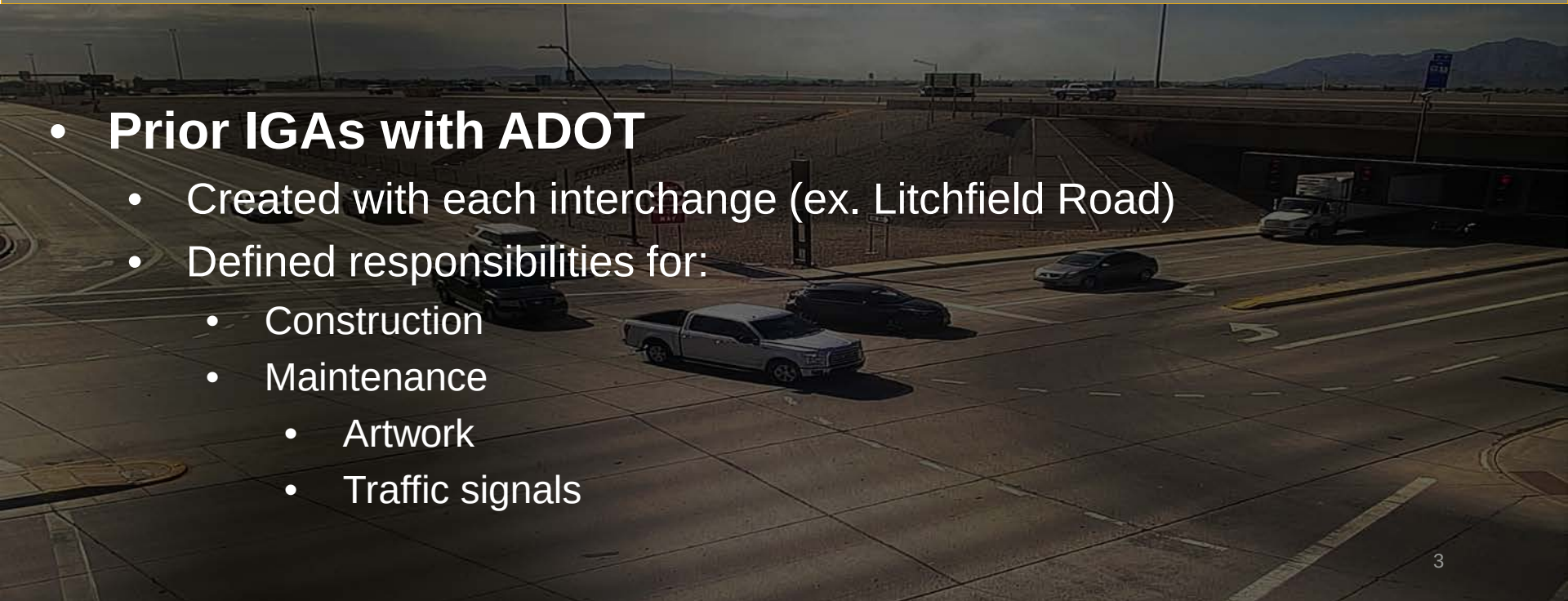
AGENDA



- Background
- Intergovernmental Agreement (IGA)
- Recommendation

MAINTENANCE IGA WITH ADOT

BACKGROUND



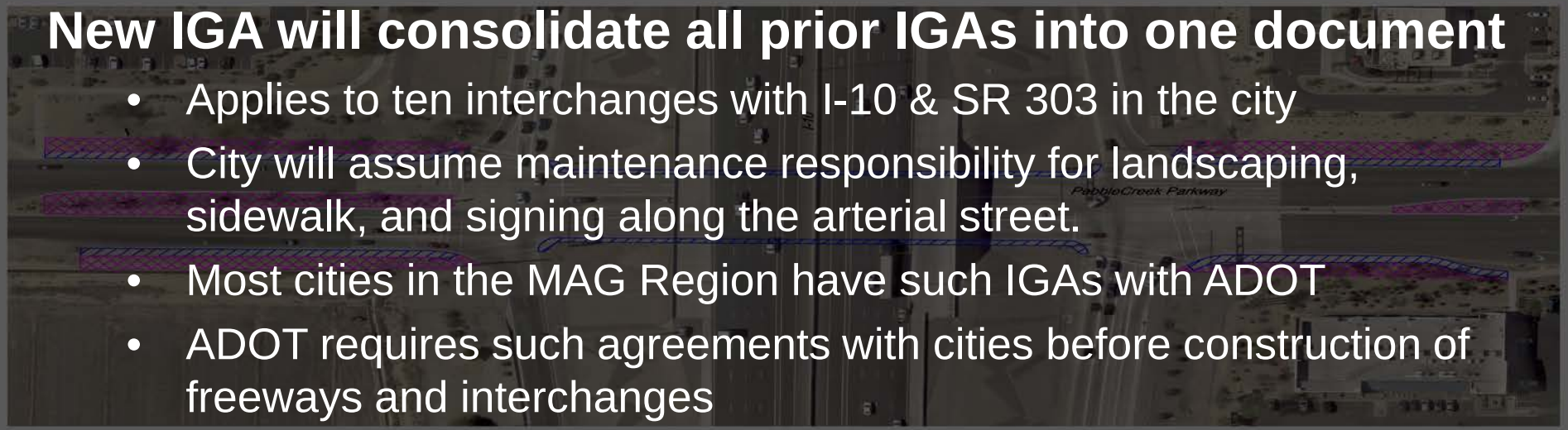
- **Prior IGAs with ADOT**
  - Created with each interchange (ex. Litchfield Road)
  - Defined responsibilities for:
    - Construction
    - Maintenance
      - Artwork
      - Traffic signals

MAINTENANCE IGA WITH ADOT

INTERGOVERNMENTAL AGREEMENT

New IGA will consolidate all prior IGAs into one document

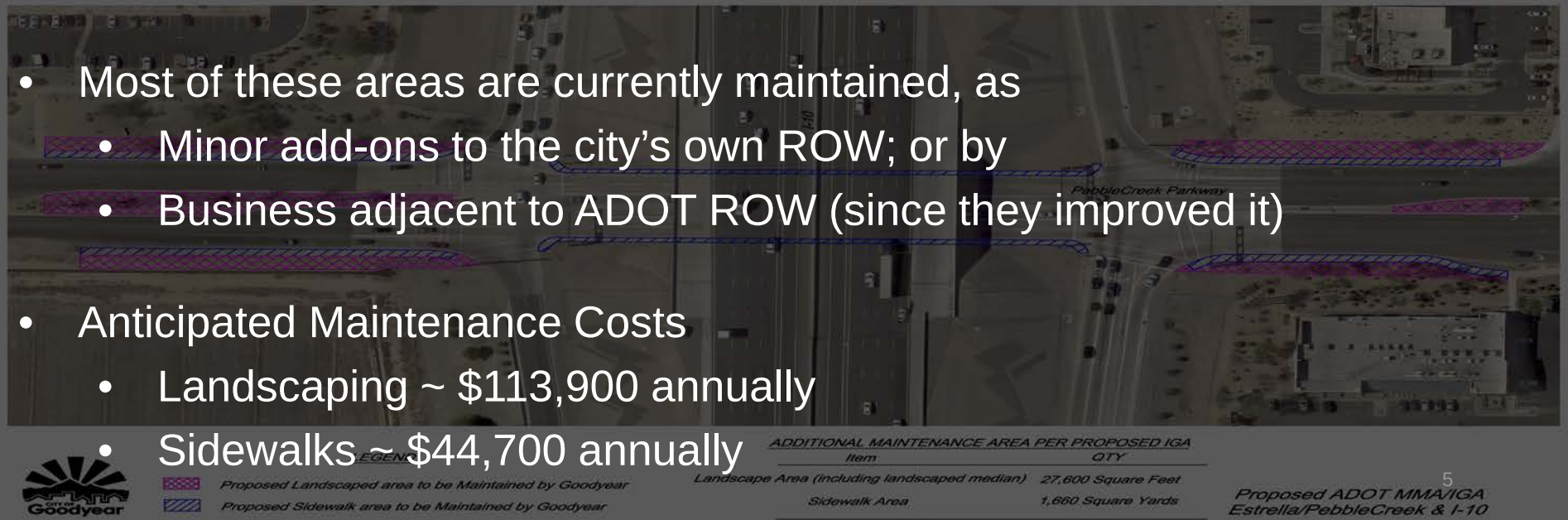
- Applies to ten interchanges with I-10 & SR 303 in the city
- City will assume maintenance responsibility for landscaping, sidewalk, and signing along the arterial street.
- Most cities in the MAG Region have such IGAs with ADOT
- ADOT requires such agreements with cities before construction of freeways and interchanges



MAINTENANCE IGA WITH ADOT

INTERGOVERNMENTAL AGREEMENT (CONTINUED)

- **Improved level of service – keep Goodyear clean and beautiful**
- Most of these areas are currently maintained, as
  - Minor add-ons to the city's own ROW; or by
  - Business adjacent to ADOT ROW (since they improved it)
- Anticipated Maintenance Costs
  - Landscaping ~ $113,900 annually
  - Sidewalks ~ $44,700 annually



MAINTENANCE IGA WITH ADOT

RECOMMENDATION



Approve the Intergovernmental Agreement with ADOT establishing maintenance responsibilities for landscaping and roadways near Interstate 10 and State Route 303.

ITEM #: 21.
DATE: 07/18/2022
AI #:1012

CITY COUNCIL ACTION REPORT

SUBJECT: **I-10 CORRIDOR DEVELOPMENT DISCUSSION**

STAFF PRESENTER(S): Christopher Baker, Development Services Director
Lori M. Gary, Economic Development Director

OTHER PRESENTER(S):

Christopher Baker, Development Services Director
Lori M. Gary, CEcD, Economic Development Director

Summary

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

FISCAL IMPACT

No fiscal impact at this time.

BACKGROUND AND PREVIOUS ACTIONS

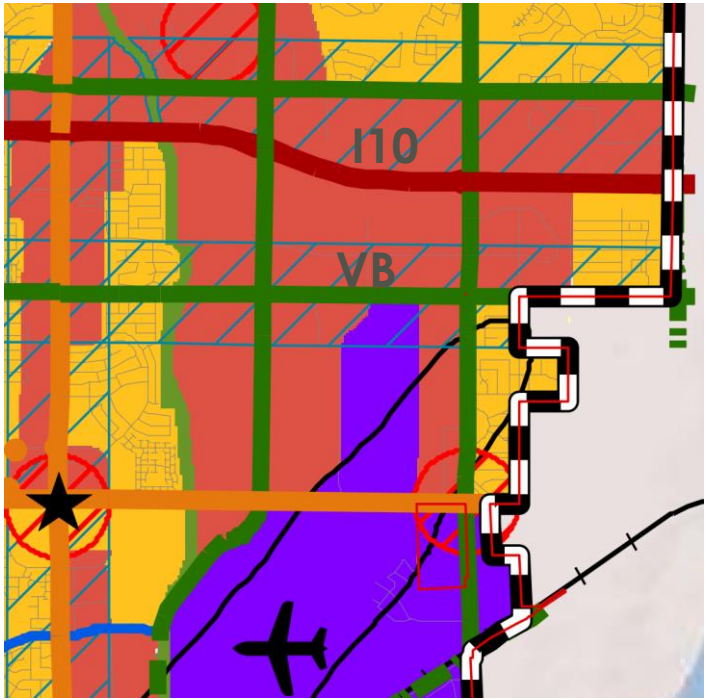
At a Council Work Session on January 5, 2021, staff provided information on multi-family residential, vacant commercial corners, and industrial development along Bullard from Van Buren to I-10. Goodyear continues to see rapid population and commercial growth as well as unprecedented and accelerating developer interest in prominent tracts of land along the I-10 corridor. This Work Session aims to spark conversation on a vision for what could develop along Goodyear's highest profile corridor.

Attachments

Presentation

Corridor Overview

2014 GENERAL PLAN



Business & Commerce Category

The Business & Commerce category provides areas for the growth and development of Goodyear's economic base including large areas for shopping and entertainment. This category includes uses such as community level retail, entertainment, service oriented businesses that are regionally significant (typically serving a trade area of 5-10 miles or larger). Business & Commerce includes uses such as, but not limited to, business parks, offices, warehouses, regional hospitals, high density residential that supports the area, and other light industrial uses that are also appropriate in certain areas. This category may also include public & community facilities.

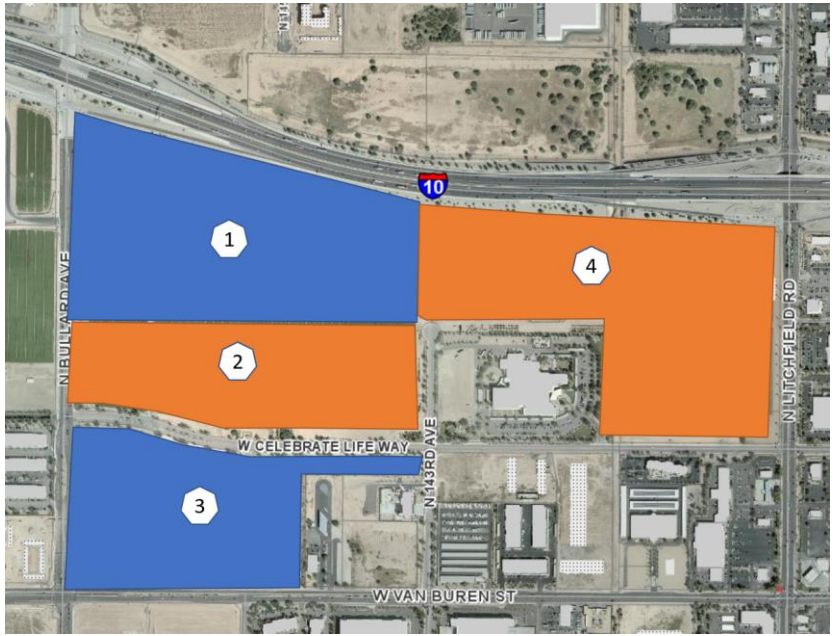
I-10 Corridor Status

CURRENT STATE



Bullard / Litchfield

DEVELOPMENT STATUS



1. Pre-app for Light Industrial
2. Rezone in to Light Industrial
3. Pre-app for Light Industrial
4. Rezone for:
   MOB, MF, and Commercial

Industrial & Office Land

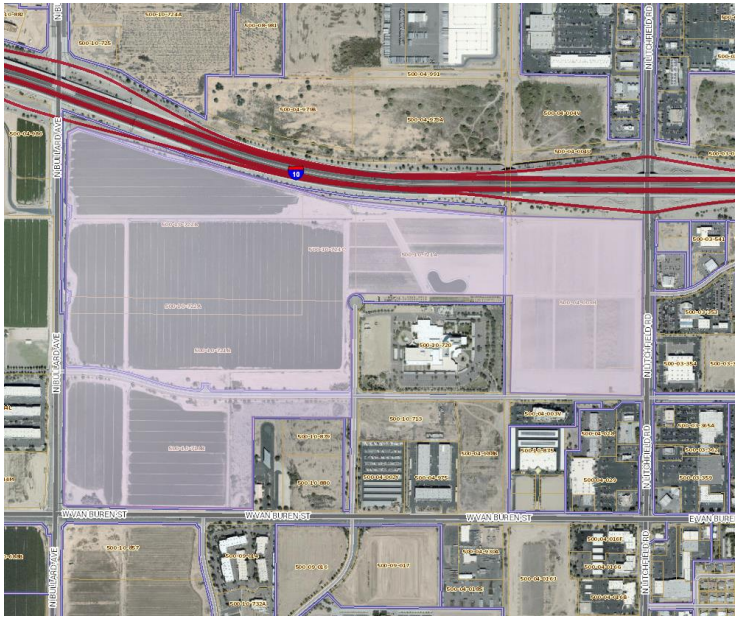
REMAINING VIABLE CLASS A OFFICE LAND

- Goodyear is the **largest industrial city** in the West Valley
- Recent Re-zonings/General Plan Amendment to industrial total over **2,300 acres**
- City has over **6,600 acres** zoned or planned as industrial
- Only **51%** of industrial land is developed today
- Less than **350 acres** of viable office land near Goodyear freeway interchanges is available today

Development Work Session

GOODYEAR OFFICE MARKET

- Largest contiguous area with I-10 visibility
- 225 acres
- High potential for premier business district



Development Work Session

WHAT COULD BE?



Innovation Park – Milford, DE

- Adjacent hospital, transportation route
- 200-acres

- Large Scale Office Development
- Premier Business District
- Medical Tourism
- Destination Mixed Use

Development Work Session

NORTH PHOENIX (USAA CAMPUS)



2003



2022

- USAA
  - 1M+ SF Office
  - 4,000+ Employees
- Cigna
  - 233,000 SF
  - 1,400 Employees
- Shops at Norterra
  - 354,000 SF



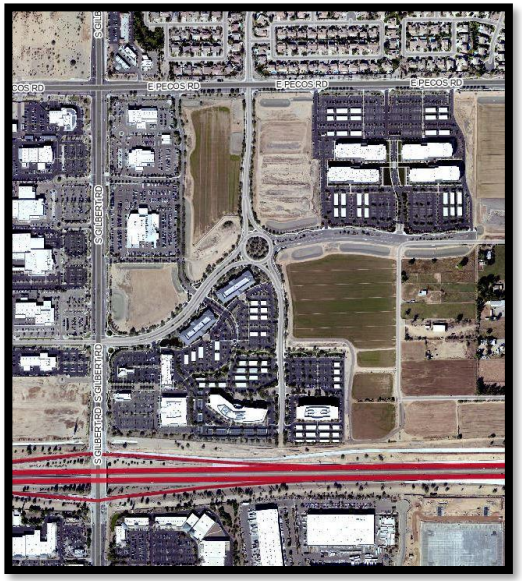
Northeast Corner of I-17 and Happy Valley Rd

Development Work Session

GILBERT (RIVULON)



2012



2022

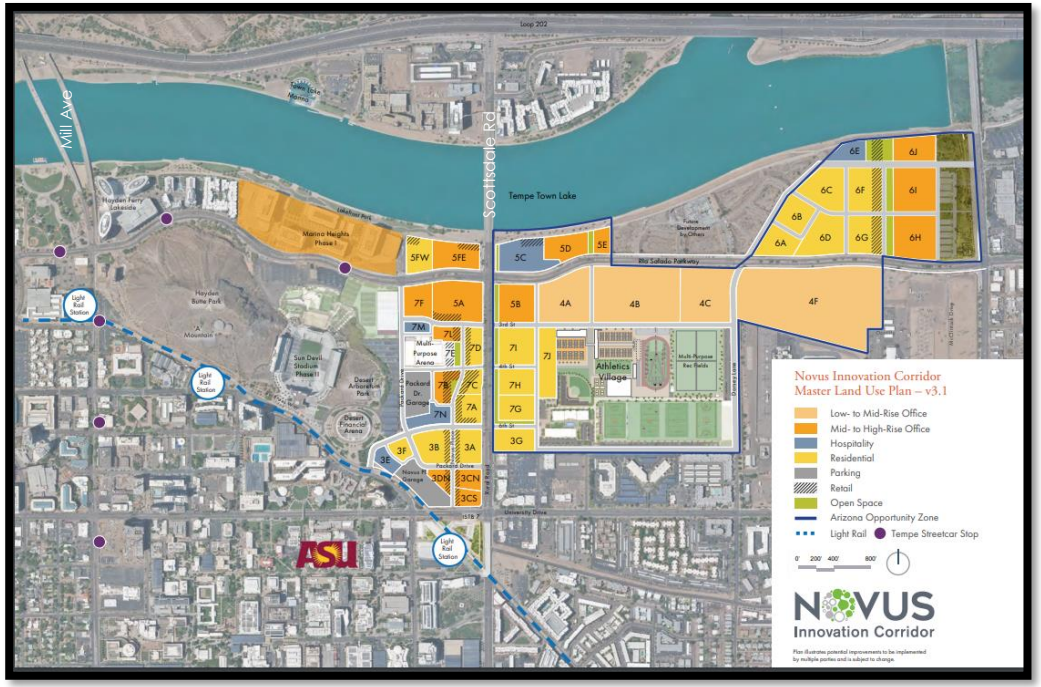
- 250 Acre Premier Business District
- 3M SF Office Planned
- Freeway Access
- Home to Deloitte, Isagenix Headquarters & Luxury Auto Dealers (Mercedes, Audi, Volvo)



Northeast Corner of Gilbert Rd and Loop 202

Development Work Session

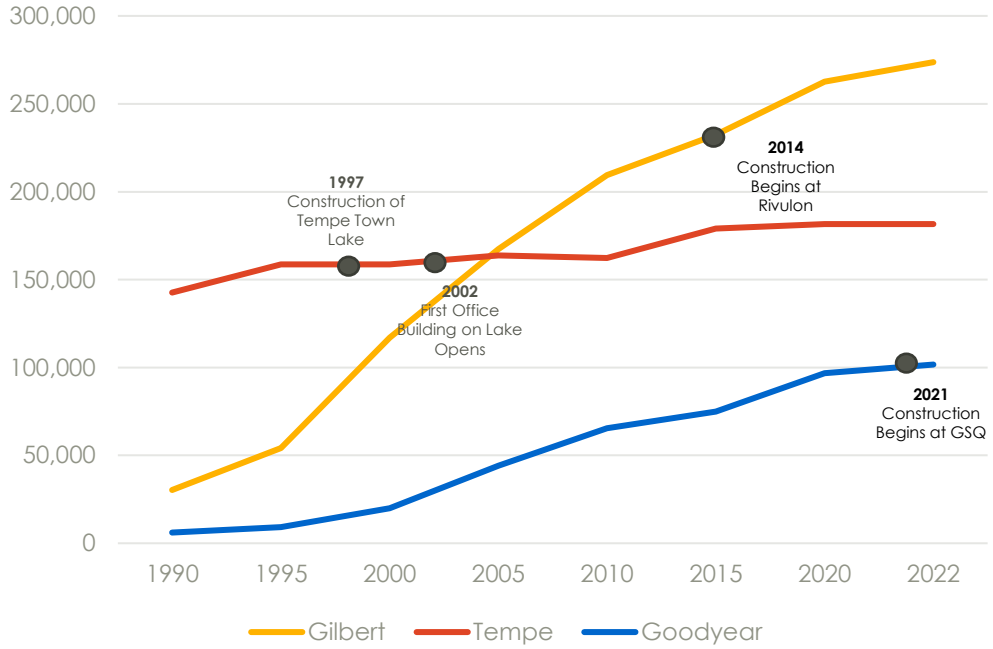
TEMPE TOWN LAKE



- Exercise for ASU Students in 1966
- Construction Began in 1997
- 2nd most visited public attraction in Arizona
- Novus Innovation Corridor
  - 355 acres
  - 10M SF of sustainable, world-class offices, residences, hotels, retail stores and restaurants

Development Work Session

POPULATION COMPARISON & DEVELOPMENT TIMELINE



Development Work Session

AVONDALE



Avondale's Designated Mixed Use Commercial Districts

- Crystal Springs PAD – 45 Acres
- City Center District – 76 Acres
- Avondale Gateway Center PAD – 84 Acres

Development Work Session

STATISTICS

Suburban Markets are Leading the Recovery.
– GlobeSt.com, February 2022

Suburban Office Markets Recovering Faster than Downtowns
– CBRE, Intelligent Investment Brief, June 2022

"Suburban markets and life sciences hubs are recovering better than the national average as more employers embrace a return to the office and the pandemic eases."
– NAIOP May 23, 2022

"As your [Civic Square] office project becomes successful, that will lead to other success"
– Chris Camacho to Goodyear City Council, September 21, 2020

4.2%

Vacancy Rate
West I-10 Market

9.8%

Vacancy Rate
Phoenix Metro Market

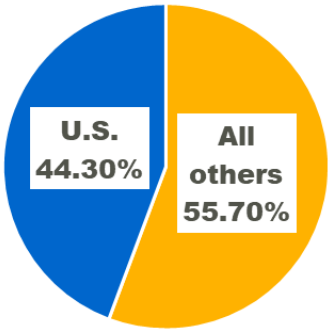
69

FY22 GPEC
Office Prospects

Opportunities

FUTURE OF HEALTHCARE/BIOTECHNOLOGY

Total Healthcare Spend
$6.45 trillion



Economic Trends

$8.3T
2040
US Healthcare Industry

33% ↑
US Health-Tech Spending
Since 2019

Genomics
Disruptive Technology

Sources: Deloitte, George Washington University School of Business, GPEC, The Hertel Report, InsiderIntelligence.com., U.S. Bureau of Labor Statistics

Opportunities

FUTURE OF HEALTHCARE/BIOTECHNOLOGY

Workforce

2.6M
2030
New US Healthcare Jobs

$75,040
Median Annual Wage

30.1%
Projected Regional10-Year Growth



Sources: Deloitte, George Washington University School of Business, GPEC, The Hertel Report, InsiderIntelligence.com., U.S. Bureau of Labor Statistics

Opportunities

GOODYEAR HEALTHCARE

32.7%
Goodyear Jobs in
Healthcare/Tech Occupations

29% ↑
Increase in Jobs
2016-2021

- Abrazo West Campus
- Adelante Healthcare
- AZOncology
- Cancer Treatment Centers of America
- Cornerstone Medical Center
- DaVita Kidney Care & Southwest Kidney Institute
- Estrella Women's Health Center
- Franklin Pierce University
- Ironwood Cancer and Research Centers
- Goodyear Medical Plaza
- Mountain Park Medical Center

Sources: Deloitte, George Washington University School of Business, GPEC, The Hertel Report, InsiderIntelligence.com., U.S. Bureau of Labor Statistics

I-10 Corridor Status

CURRENT STATE

