



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, February 12, 2024

5:00 PM

Mayor
Joe Pizzillo

Vice Mayor
Laura Kaino

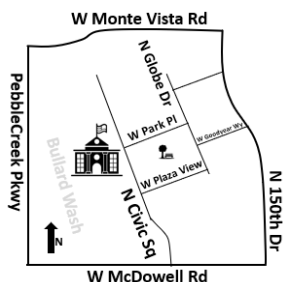
Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Brannon Hampton

Councilmember
Vicki Gillis



CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

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

NON-AGENDA ITEMS

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

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

AGENDA ITEMS

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

PROCEDURES

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



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

www.goodyearaz.gov/cityclerk

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER LAURITANO

COMMUNICATIONS

1. SPRING TRAINING 2024 PREVIEW

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

**2. APPROVAL OF MINUTES
RECOMMENDATION**

Approve the draft minutes from the Regular Meeting held on January 29, 2024.
(Darcie McCracken, City Clerk)

**3. APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY
RECOMMENDATION**

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

**4. AUTHORIZATION OF EXPENDITURE OF DESIGN FUNDS FOR APPROVED CIP
PROJECT #42026 - ESTRELLA PARKWAY - VINEYARD AVENUE TO MC85
(ESTRELLA BRIDGE)
RECOMMENDATION**

Authorize the expenditure of design funds up to \$5,500,000 for Capital Improvement Program (CIP) Project #42026 – Estrella Parkway – Vineyard Avenue to MC85 (Estrella Bridge). (Allan Smolko, Senior Project Manager)

**5. TRAFFIC SIGNAL INSTALLATION AT VAN BUREN AND 152ND AVE
RECOMMENDATION**

Approve and accept two (2) Public Utility and Sidewalk Easements from Centerra Homeowners Association (HOA). (Kimberly Romero, Real Estate Coordinator)

6. **CONVEYANCE OF LEASED PROPERTY TO ARIZONA HEALTHCARE PROPERTIES PURSUANT TO LEASE TERMS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2389, WAIVING TERM OF LEASE BETWEEN THE CITY AND ARIZONA HEALTHCARE PROPERTIES LLC AND PROVIDING AUTHORIZATION AND DIRECTION TO CITY MANAGER AND STAFF RELATED TO ARIZONA HEALTHCARE PROPERTIES EXERCISE OF ITS RIGHT TO PURCHASE PROPERTY LEASED TO IT BY THE CITY OF GOODYEAR. (Sarah Chilton, Deputy City Attorney)

7. **APPROVAL OF FINAL PLAT FOR LA PRIVADA PARCELS 3 & 7 PHASE 1**

RECOMMENDATION

Approve the Final Plat for La Privada Parcels 3 & 7 Phase 1 previously approved on January 23, 2023, subject to compliance with the Stipulations set forth in the council action report approving the final plat. (Marty Crossland, Deputy Director of Development Engineering)

8. **AMENDING "POLICY 600 ATTENDANCE AND LEAVE"**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2388 AMENDING "POLICY 600 ATTENDANCE AND LEAVE" AS AN AMENDMENT TO THE "CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL." (Lyman Locket, Human Resources Director)

INFORMATION ITEMS

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

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

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

February 26, 2024

Council Meeting

5:00 p.m.

EXECUTIVE SESSION

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

9. Pursuant to A.R.S. §38-431.03(A)(3): Discussion and consultation for legal advice with the city's attorney regarding Sober Living Homes.
10. Pursuant to A.R.S. §38-431.03(A)(3): Discussion and consultation for legal advice with the city's attorney regarding City Council compensation and benefits.
11. Pursuant to A.R.S. §38-431.03(A)(9): Discussion and consultation with designated representatives of the public body in order to discuss security plans, procedures, assessments, measures or systems relating to, or having an impact on, the security or safety of buildings, facilities, operations, critical infrastructure information and information technology maintained by the public body.

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 2/7/2024 at 5:15 p.m. by VM.

ITEM #: 1.
DATE: 02/12/2024
AI #:1884



CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Bruce Kessman, Deputy Director

SUBJECT:
SPRING TRAINING 2024 PREVIEW

Attachments

Spring Training 2024 Preview



years of **SPRING TRAINING BASEBALL**





years of **FRIENDLY STAFF**



SUN **MON** **TUES** **WED** **THURS** **FRI** **SAT**

GOODYEAR BALLPARK

15

Spring Training 2024

FEB 24
CIN
1:05

25 LAA 1:05	26 SEA 1:05	27 OAK 1:05	28 AZ 1:05	29 LAD 6:05	MAR 1 AZ 6:05	2 KC 1:05
3 SF 1:05	4 OAK 1:05	5 SEA 1:05	6 MIL 1:05	7 CHC 6:05	8 CWS 1:05	9 LAA 1:05
10 CLE 1:05	11 LAD 1:05	12 CWS 6:05	13 CHC 1:05	14 COL 1:05	15 KC 1:05	16 SEA 1:05
17 CIN 4:05	18 SF 6:05	19 MIL 1:05	20 TEX 1:05	21 KC 1:05	22 TEX 1:05	23 COL 1:05
24 CLE 1:05			GOODYEAR BALLPARK			

Game times, dates, promotions and opponents are subject to change. Game times are in MST.



years of MEMORIES MADE

- 15 Years of Photos contest
- Arizona Craft Beer Corner
- Special celebration for 15 year full-time employees, game day staff and volunteers
- \$15k Grand slam promotion





years of **SPRING TRAINING**

February 24
Camouflage Hat



March 10
Drawstring Bag



March 17
St. Paddy's Day
Pint Glass



March 24 Cooling Towel





years of **FAMILY FUN**

- Military Appreciation offers
- Senior discount
- Child pricing
- Kids Run the Bases
- Senior Stroll





years of BALLPARK CLASSICS



See you on game day!



ITEM #: 2.
DATE: 02/12/2024
AI #:1908



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the draft minutes from the Regular Meeting held on January 29, 2024. (Darcie McCracken, City Clerk)

Attachments

January 29, 2024 Draft Regular Meeting Minutes

City Council Regular Meeting

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



Monday, January 29, 2024

5:00 p.m.

Meeting Minutes

CALL TO ORDER

The Mayor called the Regular Meeting to order at 5:00 p.m.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY VICE MAYOR KAINO

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Ken Hubbell, Goodyear resident, expressed safety concerns with the construction along Indian School Road near Citrus Road.

CONSENT

MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Bill Stipp to APPROVE Consent Agenda Items 1 through 9. The motion carried as follows:

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

Passed - Unanimously

1. **APPROVAL OF MINUTES**

Approve the January 8, 2024 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

2. **APPROVAL OF NEW SERIES 6 (BAR) LIQUOR LICENSE FOR PALM VALLEY GOLF CLUB**

RECOMMENDATION

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 272305, a request by Ryan Witner Anderson, agent of Palm Valley Golf Club, for a new series 6 liquor license. Palm Valley Golf Club is located at 2211 N. Litchfield Road, Goodyear, AZ 85395. (Darcie McCracken, City Clerk)

3. **CALL OF 2024 ELECTIONS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2385 PROVIDING NOTICE OF A PRIMARY ELECTION ON AUGUST 6, 2024 AND A GENERAL ELECTION NOVEMBER 5, 2024, IF NECESSARY; DESIGNATING THE PLACE TO OBTAIN CANDIDATE PACKETS; DESIGNATING THE DATES FOR CANDIDATES TO FILE NOMINATION PAPERS; DESIGNATING THE DATES THAT VOTER REGISTRATION CLOSES; AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO ENTER INTO ALL AGREEMENTS TO EFFECTUATE ELECTION SERVICES; AND ORDERING THE CITY CLERK TO PUBLISH THIS CALL OF ELECTION. (Darcie McCracken, City Clerk)

4. **CITY COUNCIL SUBCOMMITTEE APPOINTMENTS**

RECOMMENDATION

Recognize the 2024 City Council Subcommittee appointments. (Rosalva Zimmerman, Assistant to the Mayor)

5. **APPROVE BUDGET AMENDMENTS**

RECOMMENDATION

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

6. **FY2024 DESIGNATION OF CHIEF FISCAL OFFICER FOR EXPENDITURE LIMIT REPORTING**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2383 DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL. (Jared Askelson, Interim Finance Director)

7. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR CIP PROJECT #42027 ESTRELLA PARKWAY/PEBBLE CREEK & I10 INTERCHANGE**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2384 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA ACTING BY AND THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION. (Troy Tobiasson, Senior Project Manager)

8. **AERIAL UTILITY EASEMENT TO APS OVER CITY PROPERTY**

RECOMMENDATION

Approve an Aerial Utility Easement over the City Parcel located at 11 N 145th Ave., Goodyear AZ 85338. (Kimberly Romero SR/WA, Real Estate Coordinator)

9. **TRAFFIC MANAGEMENT CENTER SECURITY WALL AND GATES**

RECOMMENDATION

Approve the Declaration of Wall and Reciprocal Easement Agreement with the adjacent owners (Thompson & Watten Investments, LLC) to the north of the Traffic Management Center. (Kimberly Romero, Real Estate Coordinator)

PUBLIC HEARINGS

10. **REZONE APPROXIMATELY 51 ACRES FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO I-1 (LIGHT INDUSTRIAL) WITH PAD OVERLAY**

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

Interim Planning Manager Christian Williams presented the rezone and gave an overview of the site location and history of the property. He highlighted that the rezone could potentially facilitate the development of a convenience use mini-storage and light industrial use east of 145th Avenue. Stipulations for the property would require enhanced design standards such as enhanced screening elements, visual aesthetics and eliminate any cross-docks in connection with a warehouse. In addition, Mr. Williams explained that the applicant would implement a 50-foot wide enhanced streetscape improvement along the east side of Bullard Avenue as part of the project.

There being no speakers, Mayor Pizzillo closed the public hearing at 5:10 p.m.

Council discussed the surrounding area and stipulations for the rezone of the property and expressed appreciation for the enhancements along Bullard Avenue.

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Sheri Lauritano ADOPT ORDINANCE NO. 2024-1597 CONDITIONALLY REZONING APPROXIMATELY 51 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF BULLARD AVENUE AND VAN BUREN STREET TO BE KNOWN AS NEC OF BULLARD AND VAN BUREN, FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF I-1 (LIGHT INDUSTRIAL) WITH PLANNED AREA DEVELOPMENT (PAD) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The motion carried as follows:

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

Passed - Unanimously

11. **REZONE APPROXIMATELY 71.48 ACRES FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO I-1 (LIGHT INDUSTRIAL) WITH PAD OVERLAY**

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

Interim Planning Manager Christian Williams presented the rezone request which would allow for light industrial uses and a 50,000 square foot retail user with gas station that is not a truck stop. Mr. Williams highlighted additional uses such as hotel, restaurants, office space, retail that would be permitted across the subject property. He explained that the site would require additional design guideline enhancements along the interstate and public roadways and that any request for freeway pylon signage will be considered as part of the comprehensive sign package process.

Wendy Riddell, representing EJM Development, stated that they anticipate Buc-ee's will be built as part of the rezoning plans for this site.

Tom Schoff, spoke to request a stipulation to relocate the existing traffic signal at Roosevelt Street and Bullard Avenue.

Mayor Pizzillo closed the public hearing at 5:27 p.m.

Council expressed support for the project and thanked staff and EJM Development for bringing this to fruition. Council concurred that staff should work with Mr. Schoff on the potential relocation of the traffic signal, however, they did not amend the stipulations to include this as a provision.

In response to Council inquiry, Wendy Riddell, clarified that neither semitrucks nor tractor trailers will not be permitted by Buc-ee's.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Sheri Lauritano to ADOPT ORDINANCE NO. 2024-1595 CONDITIONALLY REZONING APPROXIMATELY 71.48 ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF BULLARD AVENUE AND INTERSTATE-10 (PAPAGO FREEWAY) TO BE KNOWN AS SEC OF BULLARD AND I-10, FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF I-1 (LIGHT INDUSTRIAL) AND A PLANNED AREA DEVELOPMENT (PAD) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The motion carried as follows:

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

Passed - Unanimously

BUSINESS

12. **DEVELOPMENT AGREEMENT FOR REIMBURSEMENT OF ROAD IMPROVEMENTS**

Deputy City Manager Kini Knudson explained that the development agreement was related to Item 11 on the agenda. Mr. Knudson gave an overview of the Development Agreement which included the delivery of a large retail user, reservation for commercial use and reimbursement for construction of public street improvements.

Council expressed support for the agreement and thanked staff for their efforts in the project. Council discussed the positive impacts of having a Buc-ee's as an entertainment destination and the increase in sales tax revenue it would bring.

In response to Council inquiry, Wendy Riddell, shared that Buc-ee's generates \$25 million in annual gross taxable sales, not including fuel, and receives over 100,000 visitors inside the store weekly.

MOTION BY Councilmember Bill Stipp, SECONDED BY Vice Mayor Laura Kaino to ADOPT RESOLUTION NO. 2024-2387 APPROVING THE FORM OF A DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF INTERSTATE 10 AND BULLARD AVENUE, CONDITIONALLY AUTHORIZING ITS EXECUTION, PROVIDING DIRECTION AND AUTHORIZATION, PROVIDING FOR THE TERMINATION OF THE APPROVALS AND AUTHORIZATIONS PROVIDED IN THE RESOLUTION; AND PROVIDING AN EFFECTIVE DATE. The motion carried as follows:

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

Passed - Unanimously

INFORMATION ITEMS

Councilmember Stipp requested an update on Indian School Road and Citrus Road construction. He also explained that the "no pants ride" was not sanctioned by Valley Metro or the City of Phoenix.

Parks and Recreation Director Nathan Torres reported on the Arizona Balloon Classic event which took place on January 26 through the 28 and attracted over 17,300 visitors.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

February 12, 2024

Council Meeting

5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 5:56 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 January 29, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2024.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 3.
DATE: 02/12/2024
AI #:1897



CITY COUNCIL ACTION REPORT

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

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

Approve budget amendments.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

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

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

Budget amendments requiring City Council approval are presented as necessary throughout the year. The FY2024 expenditure limitation budget was adopted on June 12, 2023.

STAFF ANALYSIS

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

FY2024 Budget Amendment Report

Date	Transfer Journal No.	Reason Needed	Amount	Ultimate Fund(s) Affected; Explanation	New Resource/ Revenue	No Ultimate Funding Change	General	Water Operating	Wastewater Operating	Other Operating Funds	Other Capital Funds
1/17/2024	2024-07-494	Budget authority to fund a scope change for project "Cotton Lane - Estrella Parkway to Cotton Lane Bridge" (#42046). Revised scope will include design services to bring two existing lanes into compliance.	\$147,200	General Fund			\$141,000				
12/12/2023	2024-06-10	Return budget authority to the CIP reserve for the "Telecommunications Expansion" project (#35007). A portion of the project was completed with the purchase of radio consoles, but the remainder of the project will be re-scoped and submitted next fiscal year under a new project number.	\$182,600	General Fund			\$182,600				

ITEM #: 4.
DATE: 02/12/2024
AI #:1903



CITY COUNCIL ACTION REPORT

**SUBJECT: AUTHORIZATION OF EXPENDITURE OF DESIGN FUNDS FOR
APPROVED CIP PROJECT #42026 - ESTRELLA PARKWAY -
VINEYARD AVENUE TO MC85 (ESTRELLA BRIDGE)**

STAFF PRESENTER(S): Allan Smolko, Senior Project Manager

SUMMARY

A request to authorize an expenditure of design funds up to \$5,500,000 for Capital Improvement Program (CIP) Project #42026 – Estrella Parkway – Vineyard Avenue to MC85 (Estrella Bridge).

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

Authorize the expenditure of design funds up to \$5,500,000 for Capital Improvement Program (CIP) Project #42026 – Estrella Parkway – Vineyard Avenue to MC85 (Estrella Bridge). (Allan Smolko, Senior Project Manager)

FISCAL IMPACT

CIP Project #42026 – Estrella Parkway – Vineyard Avenue to MC85 (Estrella Bridge) is currently programmed in the FY2024-FY2028 CIP with a total project budget of \$95,337,000 and an estimated completion date of June 2028.

Expenditure Authorizations	Amount
09/26/2022	\$3,700,000
02/27/2023	\$562,600
02/12/2024 (this request)	\$1,237,400
TOTAL	\$5,500,000

BACKGROUND AND PREVIOUS ACTIONS

On September 26, 2022 (AI-1100), Council approved the expenditure of up to \$3,700,000 for design services.

On February 27, 2023 (AI-1309), Council approved the expenditure of up to \$562,600 for preconstruction services.

STAFF ANALYSIS

CIP Project #42026 – Estrella Parkway – Vineyard Avenue to MC85 (Estrella Bridge) is described to provide final design services for improving Estrella Parkway including two bridge structures from Vineyard Avenue to MC85. The design and preconstruction services began in September 2022. In March of 2023, the draft Transportation Master Plan identified possible changes to the final roadway and bridge design.

This Council Action Request is to seek approval of expenditures for the design of Estrella Parkway – Vineyard Avenue to MC85 (Estrella Bridge). The staff determined the change from a 4-lane to a 6-lane major arterial roadway section, including modifications to two existing bridge structures and designing two new bridge structures would be in the best interests of the City.

Staff is recommending this increase of spending authority to execute the Contract Change Order to complete the design and preconstruction services.

ITEM #: 5.
DATE: 02/12/2024
AI #:1916



CITY COUNCIL ACTION REPORT

SUBJECT: TRAFFIC SIGNAL INSTALLATION AT VAN BUREN AND 152ND AVE

STAFF PRESENTER(S): Kimberly Romero, Real Estate Coordinator

OTHER PRESENTER(S):

David Jossund, Project Manager

SUMMARY

Two (2) Public Utility Easements are needed from Centerra Homeowners Association, an Arizona non-profit corporation ("Centerra HOA") for project 42061 Traffic Signal Van Buren & 152nd Avenue to install a traffic signal and the appurtenances to the signal.

STRATEGIC PLAN ALIGNMENT



Quality of Life

RECOMMENDATION

Approve and accept two (2) Public Utility and Sidewalk Easements from Centerra Homeowners Association (HOA). (Kimberly Romero, Real Estate Coordinator)

FISCAL IMPACT

The fiscal impact to the City in fiscal year 2024 for the acceptance of the two (2) Public Utility and Sidewalk Easements is \$4,812 in compensation to Centerra HOA. The amount is already included in project 42061 Traffic Signal Van Buren & 152nd Avenue. There will be no impact in future years with the acceptance of the two easements.

BACKGROUND AND PREVIOUS ACTIONS

The traffic signal installation at this location is included in the FY2024 Capital Improvement Plan and is included in the FY2024 CIP budget.

STAFF ANALYSIS

The easements being purchased from Centerra Homeowners Association are required to allow the City of Goodyear to install traffic signal equipment and to install sidewalk improvements to provide ADA access at the new signal locations. The location of the two (2) Public Utility and Sidewalk Easements have been reviewed by City Engineering staff and the easement is necessary to allow the City to install and maintain the traffic signals at this location.

Attachments

Public Utility and Sidewalk Easement 907A

Public Utility and Sidewalk Easement 908A

When Recorded Return to:

City of Goodyear
City Clerk / KGR
1900 N. Civic Square
Goodyear, Arizona 85395
QS-067A

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

PUBLIC UTILITY AND SIDEWALK EASEMENT

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Centerra Homeowners Association, an Arizona non-profit corporation**, ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, its successors, assigns (collectively "GRANTEE"), a permanent easement (the "Easement") upon, over, under, across, above and through the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"). Such Easement is for the purposes of: (i) entering upon, locating, inspecting, installing, constructing, maintaining, operating, replacing, and/or repairing all public utility facilities, including traffic control lights and related components by GRANTEE and its Permittees; (ii) entering upon, constructing, installing, maintaining, repairing and/or replacing public sidewalks by GRANTEE and its Permittees; and (iii) travel by the public over installed sidewalks in the Easement Area. For the purposes of this Easement, Permittees shall include entities (including their employees and contractors) and persons authorized by GRANTEE to install public utility facilities and/or to work within the Easement Area.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement Area for the purposes described above.

GRANTOR reserves the right to use the Easement Area for uses that are not inconsistent with and do not interfere with the use of the Easement Area by GRANTEE and its Permittees for the purposes specified above. No building, structure, or above-ground utility facility shall be placed upon the Easement Area without the written permission of the GRANTEE.

GRANTOR and its respective successors and assigns shall have no responsibility or liability for the construction, operation, maintenance, or repair of any facilities constructed pursuant to the rights granted by this Public Utility and Sidewalk Easement except to the extent of any warranty required by Grantee as to any such facilities installed by GRANTOR.

GRANTOR and its respective successors and assigns, hereby waive and release GRANTEE from any and all liability for damage to GRANTOR'S property resulting from the exercise of the rights granted herein provided that GRANTEE repairs such damage and restores

GRANTOR'S property to a neat and presentable condition as soon as practicable after the completion of any work within the Easement Area.

This Public Utility and Sidewalk Easement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one agreement binding on all signatories thereto.

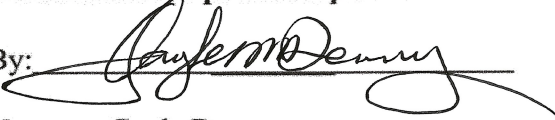
This Public Utility and Sidewalk Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

Signatures, Acknowledgements and Exhibits on Following Pages

IN WITNESS WHEREOF, this Public Utility and Sidewalk Easement is executed this 10th
day of January, 2024.

GRANTOR:

**Centerra Homeowner's Association,
an Arizona non-profit corporation**

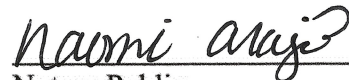
By: 

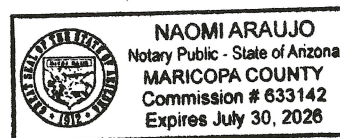
Name: Gayle Denny

Title: President

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this 10th day of January 2024 by Gayle Denny, as President of Centerra Homeowner's Association, an Arizona non-profit corporation, on behalf of said entity.


Notary Public



Signatures, Acknowledgments and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR,
an Arizona municipal corporation,

this _____ day of _____, 2024.

By: _____

Name: Wynette Reed

Title: City Manager

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this _____ day of _____, 2024 by Wynette Reed, as City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
SIDEWALK & SIGNALIZATION EASEMENT
OVER A PART OF APN 500-04-907A

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHWEST QUARTER OF SECTION 08, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, ALSO BEING THE CENTERLINE OF WEST VAN BUREN STREET, FROM WHICH THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 8, BEARS SOUTH 89 DEGREES 26 MINUTES 16 SECONDS EAST, A DISTANCE OF 1483.03 FEET;

THENCE UPON AND WITH THE NORTH SECTION LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, SOUTH 89 DEGREES 26 MINUTES 16 SECONDS EAST, A DISTANCE OF 1452.92 FEET;

THENCE DEPARTING SAID NORTH SECTION LINE, SOUTH 00 DEGREES 30 MINUTES 12 SECONDS WEST, A DISTANCE OF 95.05 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH 152ND DRIVE AND THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID RIGHT OF WAY LINE, SOUTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 9.99 FEET;

THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, NORTH 89 DEGREES 26 MINUTES 26 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS EAST, A DISTANCE OF 6.67 FEET;

THENCE NORTH 44 DEGREES 26 MINUTES 14 SECONDS WEST, A DISTANCE OF 28.74 FEET;

THENCE NORTH 89 DEGREES 26 MINUTES 26 SECONDS WEST, A DISTANCE OF 5.00 FEET;

THENCE NORTH 00 DEGREES 33 MINUTES 34 SECONDS EAST, A DISTANCE OF 8.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST VAN BUREN STREET;

THENCE UPON AND WITH SAID RIGHT OF WAY LINE, SOUTH 89 DEGREES 26 MINUTES 26 SECONDS EAST, A DISTANCE OF 8.31 FEET;

THENCE CONTINUING UPON AND WITH SAID RIGHT OF WAY LINE, SOUTH 44 DEGREES 26 MINUTES 14 SECONDS EAST, A DISTANCE OF 35.37 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 376 SQUARE FEET OR 0.009 ACRES OF LAND, MORE OR LESS.



FILE:\PROJECTS\2019\1019127.03--04 Goodyear Signals\CAD\EXHIBITS\1019127.05--SIGNAL ESMT--WEST.dwg DATE: Oct, 11 2023 TIME: 11:34 am

W VAN BUREN ST

S89°26'16"E 1483.03'

1452.92'

FND BRASS CAP HH
CITY OF GOODYEAR
NW CORNER, SEC 8
POINT OF COMMENCEMENT

FND BRASS CAP FLUSH
CITY OF GOOD YEAR
NW 1/4TH COR, SEC 8

70'
EXST R/W

APN 500-04-907A
CENTERRA HOA

1'
VNAE

8'
PUE

S00°30'12"W
95.05'

N 152ND DR

30'

EXST R/W

POINT OF
BEGINNING

TCE DOC
2007-0535150

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S00°34'15"W	9.99'
L2	N89°26'26"W	8.00'
L3	N00°34'15"E	6.67'
L4	N44°26'14"W	28.74'
L5	N89°26'26"W	5.00'
L6	N00°33'34"E	8.00'
L7	S89°26'26"E	8.31'
L8	S44°26'14"E	35.37'

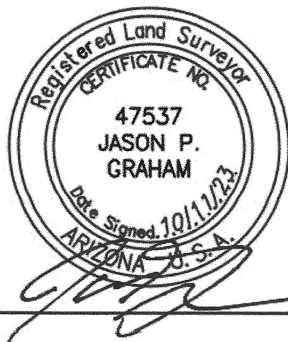
THIS IS NOT
A PROPERTY
BOUNDARY SURVEY.



PARCEL AREA:
376 SF OR
0.009 ACRES

DIBBLE

Dibble Project No
1019127.05



DEPICTION OF EXHIBIT "A"
SIDEWALK & SIGNALIZATION
EASEMENT

A PART OF THE NORTHWEST QUARTER OF
SECTION 08, T01N, R01W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: OCT 2023

DRN: AML CHK: JPG

PAGE 2

When Recorded Return to:

City of Goodyear
City Clerk / KGR
1900 N. Civic Square
Goodyear, Arizona 85395
QS-067A

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

PUBLIC UTILITY AND SIDEWALK EASEMENT

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Centerra Homeowners Association, an Arizona non-profit corporation**, ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, its successors, assigns (collectively "GRANTEE"), a permanent easement (the "Easement") upon, over, under, across, above and through the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"). Such Easement is for the purposes of: (i) entering upon, locating, inspecting, installing, constructing, maintaining, operating, replacing, and/or repairing all public utility facilities, including traffic control lights and related components by GRANTEE and its Permittees; (ii) entering upon, constructing, installing, maintaining, repairing and/or replacing public sidewalks by GRANTEE and its Permittees; and (iii) travel by the public over installed sidewalks in the Easement Area. For the purposes of this Easement, Permittees shall include entities (including their employees and contractors) and persons authorized by GRANTEE to install public utility facilities and/or to work within the Easement Area.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement Area for the purposes described above.

GRANTOR reserves the right to use the Easement Area for uses that are not inconsistent with and do not interfere with the use of the Easement Area by GRANTEE and its Permittees for the purposes specified above. No building, structure, or above-ground utility facility shall be placed upon the Easement Area without the written permission of the GRANTEE.

GRANTOR and its respective successors and assigns shall have no responsibility or liability for the construction, operation, maintenance, or repair of any facilities constructed pursuant to the rights granted by this Public Utility and Sidewalk Easement except to the extent of any warranty required by Grantee as to any such facilities installed by GRANTOR.

GRANTOR and its respective successors and assigns, hereby waive and release GRANTEE from any and all liability for damage to GRANTOR'S property resulting from the exercise of the rights granted herein provided that GRANTEE repairs such damage and restores

GRANTOR'S property to a neat and presentable condition as soon as practicable after the completion of any work within the Easement Area.

This Public Utility and Sidewalk Easement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one agreement binding on all signatories thereto.

This Public Utility and Sidewalk Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

Signatures, Acknowledgements and Exhibits on Following Pages

IN WITNESS WHEREOF, this Public Utility and Sidewalk Easement is executed this 10th
day of January, 2024.

GRANTOR:

**Centerra Homeowner's Association,
an Arizona non-profit corporation**

By:

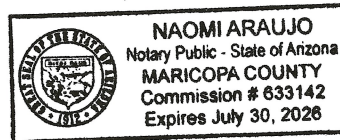
Name: Gayle Denny

Title: President

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this 10th day of January 2024 by Gayle Denny, as President of Centerra Homeowner's Association, an Arizona non-profit corporation, on behalf of said entity.

Naomi Araujo
Notary Public



Signatures, Acknowledgments and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR,
an Arizona municipal corporation,

this ____ day of _____, 2024.

By: _____

Name: Wynette Reed

Title: City Manager

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this _____ day of _____, 2024 by Wynette Reed, as City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

p 602.957.1155 | 3020 East Camelback Rd, Suite 201
f 602.957.2838 | Phoenix, AZ 85016

dibblecorp.com

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
SIDEWALK & SIGNALIZATION EASEMENT
OVER A PART OF APN 500-04-908A

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHWEST QUARTER OF SECTION 08,
TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, ALSO BEING THE CENTERLINE OF
WEST VAN BUREN STREET, FROM WHICH THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 8
BEARS, SOUTH 89 DEGREES 26 MINUTES 16 SECONDS EAST, A DISTANCE OF 1483.03 FEET;

THENCE UPON AND WITH THE NORTH SECTION LINE OF THE NORTHWEST QUARTER SAID SECTION
8, SOUTH 89 DEGREES 26 MINUTES 16 SECONDS EAST, A DISTANCE OF 1537.48 FEET;

THENCE DEPARTING SAID NORTH SECTION LINE, SOUTH 00 DEGREES 33 MINUTES 34 SECONDS
WEST, A DISTANCE OF 70.02 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST VAN BUREN
STREET AND THE POINT OF BEGINNING;

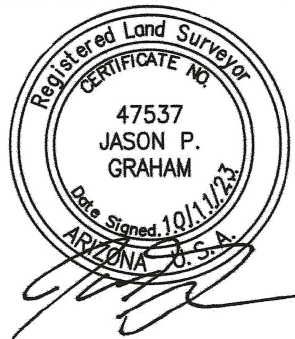
THENCE UPON AND WITH SAID NORTH RIGHT OF WAY LINE, SOUTH 89 DEGREES 26 MINUTES 26
SECONDS EAST, A DISTANCE OF 35.83 FEET;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, SOUTH 00 DEGREES 33 MINUTES 34
SECONDS WEST, A DISTANCE OF 35.00 FEET;

THENCE NORTH 89 DEGREES 26 MINUTES 26 SECONDS WEST, A DISTANCE OF 60.30 FEET TO A
POINT ON THE EAST RIGHT OF WAY LINE OF NORTH 152ND DRIVE;

THENCE UPON AND WITH SAID EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 34 MINUTES 15
SECONDS EAST, A DISTANCE OF 10.53 FEET;

THENCE CONTINUING UPON AND WITH SAID RIGHT OF WAY LINE, NORTH 45 DEGREES 33 MINUTES
46 SECONDS EAST, A DISTANCE OF 34.60 FEET TO THE POINT OF BEGINNING AND CONTAINING A
COMPUTED AREA OF 1,811 SQUARE FEET OR 0.042 ACRES OF LAND, MORE OR LESS.



OCT 2023
APN 500-04-908A

PAGE 1

DIBBLE

DIBBLE PROJECT NO
1019127.05

FILE: \\PROJECTS\2019\1019127.03--04 Goodyear Signalis\CAD\EXHIBITS\1019127.05--SIGNAL ESMT--EAST.dwg DATE: Oct. 11. 2023 TIME: 11:14 am

S89°26'16"E 1483.03'

W VAN BUREN ST

1537.48'

FND BRASS CAP HH
CITY OF GOODYEAR
NW CORNER, SEC 8
POINT OF COMMENCEMENT

FND BRASS CAP FLUSH
CITY OF GOOD YEAR
NW 1/4TH COR, SEC 8

N 152ND DR

S00°33'34"W
70.02'

70'
EXST R/W

POINT OF
BEGINNING

1'

VNAE

8'

PUE

L1

L5

L4

L3

L2

APN 500-04-908A
CENTERRA HOA

TCE DOC
2007-0535150

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	S89°26'26"E	35.83'
L2	S00°33'34"W	35.00'
L3	N89°26'26"W	60.30'
L4	N00°34'15"E	10.53'
L5	N45°33'46"E	34.60'

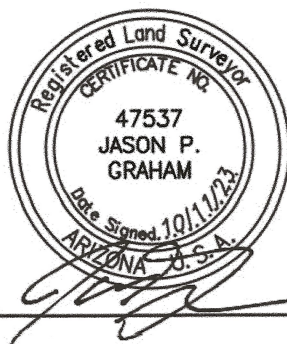
THIS IS NOT
A PROPERTY
BOUNDARY SURVEY.



PARCEL AREA:
1,811 SF OR
0.042 ACRES

DIBBLE

Dibble Project No
1019127.05



DEPICTION OF EXHIBIT "A" SIDEWALK AND SIGNALIZATION EASEMENT

A PART OF THE NORTHWEST QUARTER OF
SECTION 08, T01N, R01W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: OCT 2023

DRN: AML CHK: JPG

PAGE 2

ITEM #: 6.
DATE: 02/12/2024
AI #:1918



CITY COUNCIL ACTION REPORT

SUBJECT: CONVEYANCE OF LEASED PROPERTY TO ARIZONA HEALTHCARE PROPERTIES PURSUANT TO LEASE TERMS

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

SUMMARY

The proposed resolution waives a lease term and provides authorization and direction related to Arizona Healthcare Properties exercise of its right to purchase property currently leased to Arizona Healthcare Properties LLC by the City of Goodyear.

STRATEGIC PLAN ALIGNMENT

None.

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2389, WAIVING TERM OF LEASE BETWEEN THE CITY AND ARIZONA HEALTHCARE PROPERTIES LLC AND PROVIDING AUTHORIZATION AND DIRECTION TO CITY MANAGER AND STAFF RELATED TO ARIZONA HEALTHCARE PROPERTIES EXERCISE OF ITS RIGHT TO PURCHASE PROPERTY LEASED TO IT BY THE CITY OF GOODYEAR. (Sarah Chilton, Deputy City Attorney)

FISCAL IMPACT

Rather than collecting government property lease excise taxes that were owed under the terms of the lease between Arizona Healthcare Properties LLC ("AHP") and the City of Goodyear the leased property will be subject to property taxes.

BACKGROUND AND PREVIOUS ACTIONS

The Mayor and Council of the City of Goodyear adopted Resolution 07-1187 on October 9, 2007 approving a development agreement with an affiliate of Cancer Treatment Centers of America, Arizona Healthcare Properties, LLC, an Arizona limited liability company ("AHP") related to the development of approximately 25 acres located east of 143rd Avenue and north of Filmore Road (the "Property"). The property was to be developed and operated as a cancer treatment hospital and outpatient oncology center by the Cancer Treatment Centers of America (the "CTCA Facility"). On January 15, 2008, pursuant to the terms of the development agreement, the City and AHP conveyed the property upon which the CTCA Facility was to be constructed to the City, and on February 5, 2008, the City and AHP entered into a lease (the "Lease") pursuant to which the city leased the Property to AHP.

STAFF ANALYSIS

The Lease included terms pursuant to which AHP has the right to purchase the Property subject to the terms set forth in the lease agreement, which included, among other things, a requirement that AHP provide notice of its intent to purchase the Property at least six months prior notice. The Lease required AHP to undertake certain actions to effectuate the purchase including the establishment of an escrow account following its written notice of its election to purchase the Property and to provide the City with a title report. AHP provided City staff a copy of the title commitment on December 6, 2023 and opened an escrow with First American Title Insurance on or about January 4, 2024.

AHP is seeking to close escrow before the end of February 2024 and has asked the City to waive the minimum six-month written notice requirement. Staff has been working with AHP's attorney on the preparation of the documents needed to complete AHP's purchase of the Property and can accommodate AHP's request. The closing will require the execution of a number of documents, including, by way of example, but not limitation, escrow instructions, the special warranty deed conveying the property, and the Termination of the Lease.

Resolution 2024-2389 being presented waives the minimum six-month minimum notice requirement in the Lease, provides authorization to the city manager to execute all documents required to complete AHP's purchase of the Property and authorizes and directs the city manager and city staff to take all actions necessary to carry out the intent of the resolution and the Lease. Staff is recommending the adoption of Resolution 2024-2389.

Attachments

Resolution 2024-2389

RESOLUTION NO. 2024-2389

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, WAIVING TERM OF LEASE BETWEEN THE CITY AND ARIZONA HEALTHCARE PROPERTIES LLC AND PROVIDING AUTHORIZATION AND DIRECTION TO CITY MANAGER AND STAFF RELATED TO ARIZONA HEALTHCARE PROPERTIES EXERCISE OF ITS RIGHT TO PURCHASE PROPERTY LEASED TO IT BY THE CITY OF GOODYEAR.

WHEREAS, on October 9, 2007, the Mayor and Council of the City of Goodyear adopted Resolution 07-1187 approving a development agreement with Arizona Healthcare Properties, LLC, an Arizona limited liability company ("AHP") related to the development of approximately 25 acres located east of 143rd Avenue and north of Filmore Road; and

WHEREAS, are and operation of a cancer treatment hospital and outpatient oncology center by the Cancer Treatment Centers of America (the "CTCA Facility"); and

WHEREAS, on January 15, 2008 and pursuant to the terms of the development agreement, as a means of providing certain tax incentives to AHP, the property upon which the CTCA Facility was to be developed and all improvements thereon, was conveyed to the city by special warranty deed recorded in the Official Records of the Maricopa County Recorder as document 2008 0109786 (the "Property"), and on February 5, 2008, the city and AHP entered into a lease (the "Lease") pursuant to which the city leased the Property to AHP for a nominal rate thereby subjecting the CTCA Facility and the Property to a Government Property Lease Excise Tax ("GPLET") rather than to property taxes; and

WHEREAS, a Memorandum of Lease providing record notice of the Lease was recorded in the Official Records of the Maricopa County Recorder as document 2008-109787; and

WHEREAS, under the terms of the lease between the AHP and the city, AHP has the right to purchase the Property conveyed to the city, subject to the terms set forth in the lease agreement, which included, among other things, requirements related to the timing of the written notice of its election to purchase the property; and

WHEREAS, AHP submitted a request to exercise its right to purchase the Property conveyed to the City and has requested that the conveyance of the Property to AHP be completed before the end of February; and

WHEREAS, although AHP's request did not comply with the requirements related to the notice requirements for the exercise of the purchase option, staff is able to accommodate AHP's schedule.

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

SECTION 1. The Mayor and Council of the City of Goodyear hereby waive the requirement in section 12.1 of the lease between AHP and the City that AHP provide the city with a minimum of six (6) months written notice of its election to purchase the property.

SECTION 2. The city manager is hereby authorized and directed to take all actions and to execute all documents prepared by and/or approved by the City Attorney or his designee required to complete AHP's purchase of the Property pursuant to the terms of the Lease.

SECTION 3. The city manager and city staff are hereby authorized and directed to take all actions necessary to carry out the intent of this Resolution and the Lease.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

ITEM #: 7.
DATE: 02/12/2024
AI #:1912



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF FINAL PLAT FOR LA PRIVADA PARCELS 3 & 7
PHASE 1**

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

OTHER PRESENTER(S):

Geoff Bobiy, Melcor Developments; Chris Patton, Rick Engineering

SUMMARY

A Final Plat subdividing approximately 52.63 acres into 131 lots and 23 tracts at the intersection of Yuma Road and 183rd Avenue.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Economic
Vitality

RECOMMENDATION

Approve the Final Plat for La Privada Parcels 3 & 7 Phase 1 previously approved on January 23, 2023, subject to compliance with the Stipulations set forth in the council action report approving the final plat. (Marty Crossland, Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to the Final Plat of La Privada Parcels 3 & 7 Phase 1 (the "Final Plat") approved herein required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat;
2. Prior to recordation of the Final Plat, Owner shall submit an updated title report for the property included within the boundaries of the Final Plat (the "Platted Property") and shall modify the Final Plat to reflect the current ownership and current lender including on Final Plat a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the Platted Property. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing the Final Plat is authorized to do so; and
3. Prior to recordation of Owner, at Owner's sole cost and expense shall provide the city a

temporary drainage easement in a size and location approved by the City Engineer or designee and in form approved by the City Attorney or his designee that allows for the receipt, retention, conveyance and disposal of storm water flows generated north of the Platted Property that historically flow over the Platted Property and that allows for the construction, maintenance, repair and replacement of drainage improvements needed for the receipt, retention, conveyance and disposal of such storm water flows; and

4. The Final Plat, shall not be recorded until Roosevelt Irrigation District and Maricopa County Department of Transportation have provided the city written approvals approving all construction plans that impact their respective interests.

5. Unless previously paid, a cost recovery payment of \$150,718.74 shall be paid to the City prior to the recordation of this Final Plat or the issuance of any permits for any work within the Property. The cost recovery payment is owed pursuant to the requirements in Cost Recovery Resolution of Intention No. 06-1064 as amended by Resolution No. 14-1621 and Resolution No. 16-1747 (the "Cost Recovery Resolution – Water Delivery Lines") for Regional Water Delivery Line E that has been fully constructed by the parties to the Development Agreement for West Goodyear Sewer and Water Infrastructure recorded in the official records. The \$150,718.74 represents the percentage of the maximum probable cost for Regional Water Delivery Line E set forth in the Cost Recovery Resolution – Water Delivery Lines attributable to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Water Delivery Lines as La Privada. No building permits for any structures within the Platted Property shall be issued until the cost recovery payment described herein has been paid; and

6. Except as provided herein, unless previously paid, a cost recovery payment of \$48,305.95 shall be paid to the City prior to the recordation of this Final Plat or the issuance of any permits for any work within the Property. The cost recovery payment is owed pursuant to the requirements in Cost Recovery Resolution of Intention No. 06-1064 as amended by Resolution No. 14-1621 and Resolution No. 16-1747 (the "Cost Recovery Resolution – Water Delivery Lines") for Regional Water Delivery Line F that has only been partially constructed. The \$48,305.96 represents the percentage of the maximum probable cost for Regional Water Delivery Line F set forth in the Cost Recovery Resolution – Water Delivery Lines attributable to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Water Delivery Lines as Paseo Ridge Phase II (Lees). No cost recovery payment shall be owed if the owner of the Platted Property is going to complete the construction of Regional Water Delivery Line F as described in the Cost Recovery Resolution – Water Delivery Lines. No building permits for any structures within the Platted Property shall be issued until the cost recovery payment described herein has been paid or Regional Water Delivery Line F has been fully completed by the owner of the Platted Property and accepted by the City Engineer or designee subject to completion of the two-year warranty period; and

7. Unless previously paid, a cost recovery payment in the amount of \$1,586,284.03 shall be paid to the City prior to the recordation of this Final Plat or the issuance of any permits for any work within the Property. The cost recovery payment is owed pursuant to the requirements in Cost Recovery Resolution of Intention No. 06-1065 as amended by Resolution No. 14-1622 and Resolution No. 16-1748 (the "Cost Recovery Resolution – Wastewater Trunk Lines") for Regional Wastewater Lines B, E, I, J, and K, which have been fully constructed by others. The \$1,586,284.03 represents the percentage of the cost of Regional Wastewater Lines B, E, I, J, and K set forth in the Cost Recovery Resolution – Wastewater Trunk Lines attributable to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Wastewater Trunk Lines as La Privada and to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Wastewater Trunk Lines as Paseo Ridge Phase II (Lees). No building permits for any structures within the Platted Property shall be issued until this payment has been received by the City; and

8. Except as provided herein, unless previously paid, a cost recovery payment of \$644,283.40 shall be paid to the City prior to the recordation of this Final Plat or the issuance of any permits for any work within the Property. The cost recovery payment is owed pursuant to the

requirements in 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 Line N that has not yet been constructed. The \$644,283.40 represents the percentage of the maximum probable cost for Regional Wastewater Line N set forth in the Cost Recovery Resolution – Wastewater Trunk Lines attributable to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Wastewater Trunk Lines as La Privada and to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Wastewater Trunk Lines as Paseo Ridge Phase II (Lees). No cost recovery payment shall be owed for Regional Wastewater Line N if the owner of the Platted Property is going to construct 100% of Regional Wastewater Line N. No building permits for any structures within the Platted Property shall be issued until the cost recovery payment described herein has been paid or Regional Wastewater Line N has been fully completed by owner of the Platted Property and accepted by the City Engineer or designee subject to completion of the two-year warranty period; and

9. Except as provided herein, unless previously paid, a cost recovery payment of \$149,469.09 shall be paid to the City prior to the recordation of this Final Plat or the issuance of any permits for any work within the Property. The cost recovery payment is owed pursuant to the requirements in Cost Recovery Resolution of Intention No. 06-1064 as amended by Resolution No. 14-1621 and Resolution No. 16-1747 (the "Cost Recovery Resolution – Water Delivery Lines") for Regional Water Delivery Line C that has not yet been constructed. The \$149,469.09 represents the percentage of the maximum probable cost for Regional Water Delivery Line C set forth in the Cost Recovery Resolution – Water Delivery Lines attributable to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Water Delivery Lines as La Privada and to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Water Delivery Lines as Paseo Ridge Phase II (Lees). No cost recovery payment shall be owed for Regional Water Delivery Line C if the owner of the Platted Property is going to construct 100% of Regional Water Delivery Line C. No building permits for any structures within the Platted Property shall be issued until the cost recovery payment described herein has been paid or Regional Water Delivery Line C has been fully completed by owner of the Platted Property and accepted by the City Engineer or designee subject to completion of the two-year warranty period; and

10. Except as provided herein, unless previously paid, a cost recovery payment of \$272,096.31 shall be paid to the City prior to the recordation of this Final Plat or the issuance of any permits for any work within the Property. The cost recovery payment is owed pursuant to the requirements in Cost Recovery Resolution of Intention No. 06-1064 as amended by Resolution No. 14-1621 and Resolution No. 16-1747 (the "Cost Recovery Resolution – Water Delivery Lines") for Regional Water Delivery Line D that has not yet been constructed. The \$272,096.31 represents the percentage of the maximum probable cost for Regional Water Delivery Line D set forth in the Cost Recovery Resolution – Water Delivery Lines attributable to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Water Delivery Lines as La Privada and to the portion of the Platted Property identified and described in the Cost Recovery Resolution – Water Delivery Lines as Paseo Ridge Phase II (Lees). No cost recovery payment shall be owed for Regional Water Delivery Line D if the owner of the Platted Property is going to construct 100% of Regional Water Delivery Line D. No building permits for any structures within the Platted Property shall be issued until the cost recovery payment described herein has been paid or Regional Water Delivery Line D has been fully completed by owner of the Platted Property and accepted by the City Engineer or designee subject to completion of the two-year warranty period; and

11. Prior to recordation of this Final Plat, and unless previously paid, Owner shall remit to the City an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median that is to be installed within the section of W. Yuma Road along or adjacent to the frontage of the Property. The in-lieu payment for the median and median landscaping shall be based on the actual cost of the full median and full median landscaping if completed or the estimated cost of the full median and full median landscaping as determined by the City Engineer or designee; and

12. Prior to recordation of this Final Plat, and unless previously paid, Owner shall make an in-lieu payment to the City for 50% of the cost of a full traffic signal (all four legs) at the intersection of W. Yuma Road and S. 183rd Avenue. The in-lieu payment shall be based on the actual cost of the traffic signal if it has been constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as determined by the City Engineer or designee; and

13. Prior to recordation of this Final Plat, Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the entire La Privada Property zoned by Ordinance 2021-1505 and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear.

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 Preliminary Plat of La Privada Parcels 3 & 7 was approved by the City Council on September 27, 2021. A Final Plat of La Privada Parcels 3 & 7 Phase 1 was approved by the City Council on January 23, 2023. An administrative 90-day extension was approved by staff on April 23, 2023. The current extension expired on July 21, 2023.

STAFF ANALYSIS

Under the Goodyear City Code, the approval of a final plat expires if the final plat is not recorded within 90-days of the date the final plat was approved. The Final Plat of La Privada Parcels 3 & 7 Phase 1 has not been recorded because the property had not been sold to a builder who will be developing the property in a timely manner.

The second 90-day extension has expired. Accordingly, Council approval of the Final Plat is required per section 15-2-5(F)(1) of the Goodyear City Code. Because there have been no changes to the Subdivision Regulations or the Engineering Design Standards since the January 23, 2023 approval, staff supports approval of the Final Plat.

Attachments

1. Final Plat
2. Final Plat Request Narrative
3. Aerial Map

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)
JSS
KNOW ALL MEN BY THESE PRESENTS:

THAT MELCOR DEVELOPMENTS ARIZONA INC., AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "LA PRIVADA PARCELS 3 & 7 PHASE 1", THE SOUTH HALF OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

MELCOR DEVELOPMENTS ARIZONA INC., AN ARIZONA CORPORATION AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, TRACT 3-F, TRACT 7-B, TRACT M, AND THE STREETS SHOWN ON SAID PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

MELCOR DEVELOPMENTS ARIZONA INC., AN ARIZONA CORPORATION AS OWNER, HEREBY DECLARES TRACTS 3-A, 3-C, 3-E, 3-J, 3-K, 3-M, 3-N, 3-O, 3-P, 3-Q, 7-A, 7-C, 7-E, 7-F, 7-I, 7-J, 7-K, 7-L, M-A, AND M-C SHOWN ON SAID PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS OF LOTS SHOWN ON SAID PLAT, AND, SUBJECT TO THE EASEMENTS AND COVENANTS HEREIN, DEDICATES AND CONVEYS TO LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, TRACTS 3-A, 3-C, 3-E, 3-J, 3-K, 3-M, 3-N, 3-O, 3-P, 3-Q, 7-A, 7-C, 7-E, 7-F, 7-I, 7-J, 7-K, 7-L, M-A, AND M-C ON SAID PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

MELCOR DEVELOPMENTS ARIZONA INC., AN ARIZONA CORPORATION AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR EXCLUSIVE PUBLIC UTILITY EASEMENTS ("P.U.E.") IN TRACTS AND IN LOTS, AS SHOWN ON THIS 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 UTILITIES IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

MELCOR DEVELOPMENTS ARIZONA INC., AN ARIZONA CORPORATION, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITEES, A WATER AND WASTEWATER EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS WITHIN TRACT 3-P DESIGNATED AS W.S.E. AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER AND WASTEWATER EASEMENT AREA"). THE WATER AND WASTEWATER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING WATER LINES, WASTEWATER LINES, AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES, (THE "WATER AND WASTEWATER FACILITIES") WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER AND WASTEWATER EASEMENT AREA. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER AND WASTEWATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WASTEWATER EASEMENT AREA EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER AND WASTEWATER EASEMENT AREA AND THE WATER AND WASTEWATER EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. THE WATER AND WASTEWATER 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 EASEMENT AREAS.

MELCOR DEVELOPMENTS ARIZONA INC., AN ARIZONA CORPORATION AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR PERPETUAL NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS 3-A, 3-C, 3-E, 3-K, 3-N, 7-C, 7-E, 7-F, 7-L, AND M-A INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "DRAINAGE EASEMENT AREAS") ARE FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS; 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 GRADING AND DRAINAGE IMPROVEMENT PLANS APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "DRAINAGE FACILITIES"). OWNER OF TRACTS 3-A, 3-C, 3-E, 3-K, 3-N, 7-C, 7-E, 7-F, 7-L, AND M-A AT OWNER'S EXPENSE SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING OR CAUSING THE CONSTRUCTION OR INSTALLATION OF THE DRAINAGE FACILITIES; AND FOR 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 OF GOODYEAR IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT, IF THE GOODYEAR CITY ENGINEER, THE GOODYEAR DIRECTOR OF PUBLIC WORKS AND/OR THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY OF GOODYEAR MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNER SHALL REIMBURSE THE CITY OF GOODYEAR FOR ALL COSTS THE CITY OF GOODYEAR INCURS IN PERFORMING ANY MAINTENANCE WORK AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY OF GOODYEAR HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THESE DRAINAGE EASEMENTS. THE DRAINAGE EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS 3-A, 3-C, 3-E, 3-K, 3-N, 7-C, 7-E, 7-F, 7-L, AND M-A.

MELCOR DEVELOPMENTS ARIZONA INC., AN ARIZONA CORPORATION AS OWNER, HEREBY DEDICATES TO THE LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, PERPETUAL NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS 3-A, 3-C, 3-E, 3-K, 3-N, 7-C, 7-E, 7-F, 7-L, AND M-A INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "DRAINAGE EASEMENT AREAS") FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS; 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 GRADING AND DRAINAGE IMPROVEMENT PLANS APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "DRAINAGE FACILITIES"). THE LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR THE MAINTENANCE REPAIR AND REPLACEMENT OF ALL DRAINAGE FACILITIES INSTALLED WITHIN THE DRAINAGE EASEMENT AREAS.

MELCOR DEVELOPMENTS ARIZONA INC., AN ARIZONA CORPORATION AS OWNER, HEREBY DEDICATES TO THE LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ALL PRIVATE IRRIGATION EASEMENTS ("P.I.E.") UPON, OVER, ACROSS, AND UNDER ALL AREAS WITHIN TRACTS 7-C AND 7-E DESIGNATED AS P.I.E. FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING AND REPAIRING PRIVATE IRRIGATION LINES AND APPURTENANCES. LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE IRRIGATION FACILITIES.

MELCOR DEVELOPMENTS ARIZONA INC., AN ARIZONA CORPORATION AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AND LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, PERPETUAL NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "V.N.A.E." AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENT AREAS") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS 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.

IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") AGREEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING WITHIN TRACT 3-F, TRACT 7-B AND TRACT M BEING CONVEYED TO THE CITY HEREIN, LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION (THE "HOA"), EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN AND REPLACE LANDSCAPING WITHIN TRACT 3-F, TRACT 7-B AND TRACT M, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. THE HOA SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT-OF-WAY. THE HOA EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE LANDSCAPING INSTALLED WITHIN TRACT 3-F, TRACT 7-B AND/OR TRACT M, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN TRACT 3-F, TRACT 7-B AND/OR TRACT M. THE HOA SHALL BE RESPONSIBLE FOR TAKING ACTION TO REMEDY ANY UNSAFE CONDITION IDENTIFIED BY THE CITY WITHIN THREE (3) BUSINESS DAYS AFTER BEING NOTIFIED OF SUCH UNSAFE CONDITION BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE LANDSCAPING WITHIN TRACT 3-F, TRACT 7-B AND/OR TRACT M) IF THE CITY ENGINEER OR HIS/HER DESIGNEE IN HIS/HER REASONABLE DISCRETION DETERMINES THAT THE SAFETY OF THE PUBLIC REQUIRES THAT THE UNSAFE CONDITION BE REMEDIATED BEFORE THREE (3) BUSINESS DAYS OF ITS DISCOVERY, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, THE HOA SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD THE HOA FAIL TO MAINTAIN THE LANDSCAPING WITHIN TRACT 3-F, TRACT 7-B AND/OR TRACT M AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND THE HOA SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN SUCH REMOVAL. IN ANY DISPUTE UNDER THIS AGREEMENT, THE SUCCESSFUL PARTY SHALL BE ENTITLED TO COLLECT ITS REASONABLE ATTORNEYS' FEES, AND OTHER COSTS AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") TO ALLOW THE CONSTRUCTION OF ENHANCED PAVEMENT OVER THE AREA DESIGNATED AS E.P.E., WITHIN W. TONTO STREET, W. DESERT BLOOM STREET, W. MARICOPA STREET, AND S. 184TH AVENUE BEING CONVEYED TO THE CITY HEREIN, MELCOR DEVELOPMENTS ARIZONA INC., AN ARIZONA CORPORATION (THE "DEVELOPER") AGREES THAT THE ENHANCED PAVEMENT SHALL BE INSTALLED AT DEVELOPER'S SOLE COST IN ACCORDANCE WITH CONSTRUCTION PLANS APPROVED BY THE GOODYEAR CITY ENGINEER. UPON COMPLETION OF THE ENHANCED PAVEMENT AND ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY ENGINEER FOLLOWING THE EXPIRATION OF A TWO-YEAR WARRANTY PERIOD, LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION ("HOA") AGREES, AT ITS SOLE COST TO MAINTAIN, REPAIR AND REPLACE THE ENHANCED PAVEMENT SO THAT THE ENHANCED PAVEMENT IMPROVEMENTS REMAIN IN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN ACCEPTED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. ALL PERMITS REQUIRED BY THE CITY FOR UNDERTAKING WORK WITHIN THE CITY STREETS/RIGHTS-OF-WAY SHALL BE OBTAINED. HOA EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE ENHANCED PAVEMENT, INCLUDING THE FAILURE TO MAINTAIN THE ENHANCED PAVEMENT AS REQUIRED HEREIN. EXCEPT AS PROVIDED HEREIN, HOA SHALL REPAIR, REPLACE AND/OR MAINTAIN THE ENHANCED PAVEMENT IMPROVEMENTS WITHIN SIXTY (60) CALENDAR DAYS OF A REQUEST FROM THE CITY OF GOODYEAR TO UNDERTAKE REPAIRS, REPLACEMENT AND/OR MAINTENANCE OF THE ENHANCED PAVEMENT IMPROVEMENTS. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL HAVE THE ABILITY TO MAKE REPAIRS TO ITS ROADS, INCLUDING WITHIN THE ROAD WITHIN THE ENHANCED PAVEMENT AREA IN ANY FASHION IT DEEMS NECESSARY WITHOUT NOTICE TO THE HOA WHEN THE CITY OF GOODYEAR ENGINEER OR HIS/HER DESIGNEE DETERMINES THE CONDITIONS OF THE ENHANCED PAVEMENT IMPROVEMENTS PRESENT A SAFETY RISK TO THE TRAVELING PUBLIC AND REQUIRE REPAIRS SOONER THAN THE SIXTY (60) CALENDAR DAY TIME FRAME REFERRED TO HEREIN. IN SUCH CASES, THE CITY SHALL NOTIFY THE HOA OF THE NEED FOR REPAIRS, REPLACEMENTS AND/OR MAINTENANCE SO THAT THE ENHANCED PAVEMENT IMPROVEMENTS REMAIN SUBSTANTIALLY THE SAME CONDITION AS EXISTED WHEN ACCEPTED BY THE CITY ENGINEER OR HIS/HER DESIGNEE. IF THE HOA FAILS TO COMPLETE SUCH REPAIRS WITHIN THE SIXTY (60) CALENDAR DAYS OF A REQUEST FROM THE CITY ENGINEER OR HIS/HER DESIGNEE TO UNDERTAKE SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE, AND IF THE CITY UNDERTAKES SUCH WORK, THE HOA SHALL REIMBURSE THE CITY FOR THE COST THE CITY INCURRED IN UNDERTAKING SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE. THE CITY SHALL HAVE THE RIGHT TO BRING PROCEEDINGS AT LAW OR EQUITY TO ENFORCE THE HOA'S OBLIGATIONS HEREUNDER AND SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT FEES AND REASONABLE ATTORNEY'S FEES, INCURRED IN ITS EFFORTS TO ENFORCE THE HOA'S OBLIGATIONS HEREUNDER.

MELCOR DEVELOPMENTS ARIZONA INC., AN ARIZONA CORPORATION AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AN EMERGENCY VEHICLE ACCESS EASEMENT OVER, ACROSS, AND THROUGH LOT 8 AND THE AREA WITHIN TRACT 3-C IDENTIFIED AS E.V.A.E AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "EMERGENCY ACCESS AREA") FOR USE BY EMERGENCY SERVICE PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES AND TO ALLOW THE CITY OF GOODYEAR AND ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACEMENT IMPROVEMENTS WITHIN THE EMERGENCY ACCESS AREA TO PROVIDE EMERGENCY ACCESS. OWNER SHALL CONSTRUCT OR CAUSE TO BE CONSTRUCTED ACCESS IMPROVEMENTS WITHIN THE EASEMENT AREA REQUIRED BY APPLICABLE DEVELOPMENT REGULATIONS AND PURSUANT TO IN ACCORDANCE WITH CONSTRUCTION PLANS APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE AND SHALL MAINTAIN THE ACCESS IMPROVEMENTS IN GOOD WORKING CONDITION. THE CITY OF GOODYEAR SHALL HAVE NO RESPONSIBILITY FOR THE CONSTRUCTION, OPERATION, MAINTENANCE OR REPAIR OF THE ACCESS IMPROVEMENTS. IF OWNER FAILS TO MAINTAIN THE ACCESS IMPROVEMENTS AS REQUIRED HEREIN AFTER RECEIVING NOTICE FROM THE CITY OF GOODYEAR OF THE NEED FOR REPAIRS, THE CITY SHALL HAVE THE RIGHT TO UNDERTAKE SUCH REPAIRS. IF THE CITY UNDERTAKES SUCH WORK, OWNER SHALL REIMBURSE THE CITY FOR THE COST THE CITY INCURRED IN UNDERTAKING SUCH REPAIRS, REPLACEMENT AND/OR MAINTENANCE. THE CITY SHALL HAVE THE RIGHT TO BRING PROCEEDINGS AT LAW OR EQUITY TO ENFORCE THE OBLIGATIONS HEREUNDER AND SHALL HAVE THE RIGHT TO RECOVER, IN ADDITION TO ANY DAMAGES, THEIR COSTS, INCLUDING COURT FEES AND REASONABLE ATTORNEY'S FEES, INCURRED IN ITS EFFORTS TO ENFORCE THE OBLIGATIONS HEREUNDER. THIS EASEMENT SHALL TERMINATE IF AN ALTERNATIVE IMPROVED SECONDARY POINT OF ACCESS THAT WILL ALLOW ACCESS TO THE PREMISES DESCRIBED HEREIN BY EMERGENCY SERVICE PROVIDERS. UPON OWNER'S REQUEST, THE CITY OF GOODYEAR SHALL EXECUTE AND RECORD TERMINATION DOCUMENTS PROVIDED BY OWNER AND IN A FORM APPROVED BY THE CITY ATTORNEY OR HIS/HER DESIGNEE. THE TEMPORARY EMERGENCY ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE EMERGENCY ACCESS EASEMENT AREA.

SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

BY: MELCOR DEVELOPMENTS ARIZONA INC., AN ARIZONA CORPORATION

BY: _____ DATE: _____
ITS: _____

FINAL PLAT OF
LA PRIVADA PARCELS 3 & 7 PHASE 1

THE WEST HALF OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 2
WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

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 45-546

AREA

PARCELS 3 & 7 PHASE 1: 2,292,752 SQUARE FEET OR 52.634 ACRES, MORE OR LESS.

SHEET INDEX

SHEET 1: COVER
SHEET 2: KEY MAP SHEET, TRACT SUMMARY TABLE, INDEX LOT SUMMARY TABLE, NOTES, LEGEND AND DETAILS
SHEETS 3-6: TYPICAL PLAT PLAN SHEETS, LEGEND
SHEET 7: LINE AND CURVE TABLES

BASIS OF BEARING

THE BASIS OF BEARING USED FOR THIS PLAT IS N89°30'48"E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, T-1-N, R-2-W.

FLOOD PLAIN

THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" (DOTTED) PER "F.E.M.A." FLOOD CONTROL MAP NO. 04013C2140L, DATED: OCTOBER 16, 2013, AND FLOOD CONTROL MAP NO. 04013C2130L, DATED: OCTOBER 16, 2013 . ZONE "X" (DOTTED) IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)
JSS

KNOW ALL MEN BY THESE PRESENTS:

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE _____ OF MELCOR DEVELOPMENTS ARIZONA INC., AN ARIZONA CORPORATION AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

HOMEOWNER'S ASSOCIATION RATIFICATION:

BY THIS RATIFICATION AND CONSENT, LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF THE TRACTS REFLECTED HEREIN, THE DEDICATION OF THE DRAINAGE EASEMENTS REFLECTED HEREIN, THE RESTRICTIVE COVENANTS APPLICABLE TO THE TRACTS REFLECTED HEREIN, THE RESTRICTIVE COVENANTS, AND THE MAINTENANCE RESPONSIBILITY AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

THIS THE ____ DAY OF _____, 20____, LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: _____
ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)
JSS

KNOW ALL MEN BY THESE PRESENTS:

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE _____ OF LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

APPROVALS

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

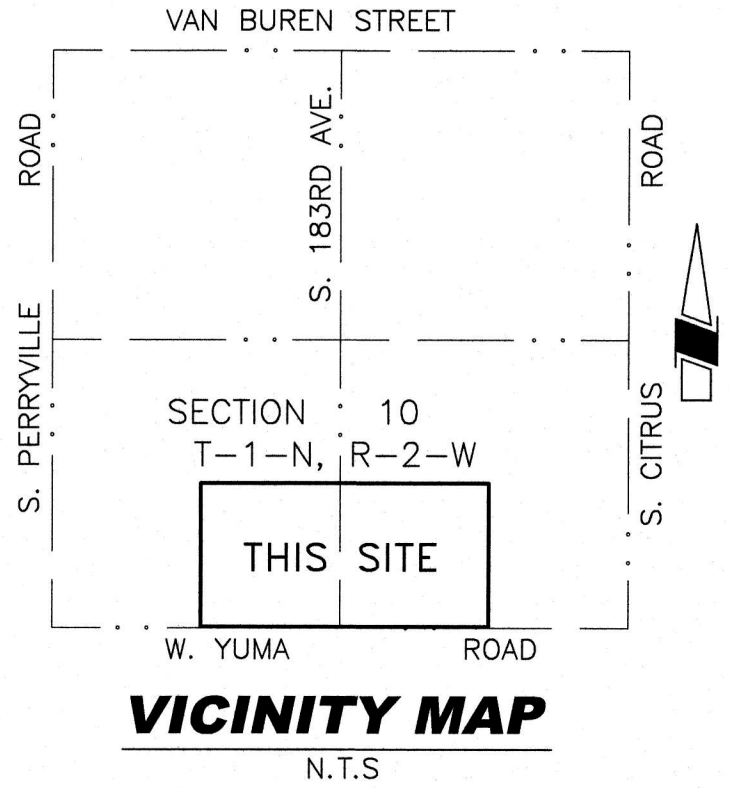
THIS ____ DAY OF _____, 20____

BY: _____ ATTEST: _____
MAYOR, _____ CLERK, _____

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

THIS ____ DAY OF _____, 20____

BY: _____
CITY ENGINEER, _____



VICINITY MAP
N.T.S

OWNER

MELCOR DEVELOPMENTS ARIZONA INC.,
AN ARIZONA CORPORATION
6930 E. CHAUNCEY LANE, STE 135
PHOENIX, AZ 85054
CONTACT: GEOFF BOBIY
EMAIL: GBOBIY@MELCOR.CA

LEGAL DESCRIPTION

LOCATED IN THE SOUTH HALF OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP FLUSH AT THE SOUTH QUARTER CORNER OF SAID SECTION 10, FROM WHICH A FOUND MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION ALUMINUM CAP FLUSH BEARS NORTH 89 DEGREES 30 MINUTES 48 SECONDS WEST, A DISTANCE OF 2644.95 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 1,312.22 FEET; THENCE DEPARTING SAID SOUTH SECTION LINE NORTH 00 DEGREES 28 MINUTES 00 SECONDS EAST, A DISTANCE OF 590.00 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 48 SECONDS WEST, A DISTANCE OF 156.50 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 00 SECONDS EAST, A DISTANCE OF 89.31 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 02 SECONDS EAST, A DISTANCE OF 266.53 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 58 SECONDS EAST, A DISTANCE OF 14.97 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 48 SECONDS EAST, A DISTANCE OF 950.00 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 58 SECONDS EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 48 SECONDS EAST, A DISTANCE OF 16.62 FEET; THENCE SOUTH 44 DEGREES 32 MINUTES 36 SECONDS EAST, A DISTANCE OF 28.30 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 35 SECONDS WEST, A DISTANCE OF 44.80 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 25 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 44 DEGREES 34 MINUTES 15 SECONDS EAST, A DISTANCE OF 14.14 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 23 SECONDS EAST, A DISTANCE OF 93.79 FEET; THENCE NORTH 45 DEGREES 25 MINUTES 36 SECONDS EAST, A DISTANCE OF 22.94 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 37 SECONDS EAST, A DISTANCE OF 598.40 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 48 SECONDS EAST, A DISTANCE OF 45.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 23 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 37 SECONDS EAST, A DISTANCE OF 150.52 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 23 SECONDS EAST, A DISTANCE OF 119.57 FEET; THENCE NORTH 61 DEGREES 15 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, WITH A CHORD BEARING OF SOUTH 69 DEGREES 40 MINUTES 43 SECONDS EAST, A CHORD DISTANCE OF 72.07 FEET; THENCE EASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 81 DEGREES 52 MINUTES 04 SECONDS, A DISTANCE OF 78.59 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 21 DEGREES 02 MINUTES 19 SECONDS, A DISTANCE OF 7.34 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 23 SECONDS EAST, A DISTANCE OF 608.50 FEET; THENCE SOUTH 44 DEGREES 36 MINUTES 16 SECONDS EAST, A DISTANCE OF 16.96 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 37 SECONDS WEST, A DISTANCE OF 276.17 FEET; THENCE SOUTH 45 DEGREES 25 MINUTES 37 SECONDS WEST, A DISTANCE OF 28.28 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 23 SECONDS WEST, A DISTANCE OF 83.96 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 225.00 FEET, THROUGH A CENTRAL ANGLE OF 05 DEGREES 55 MINUTES 14 SECONDS, A DISTANCE OF 23.25 FEET; THENCE SOUTH 84 DEGREES 30 MINUTES 23 SECONDS WEST, A DISTANCE OF 306.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 05 DEGREES 59 MINUTES 08 SECONDS, A DISTANCE OF 18.28 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 170.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 21 DEGREES 2 MINUTES 22 SECONDS, A DISTANCE OF 7.34 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 108 DEGREES 58 MINUTES 57 SECONDS, A DISTANCE OF 104.62 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 17 SECONDS WEST, A DISTANCE OF 115.12 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 37 SECONDS WEST, A DISTANCE OF 345.82 FEET; THENCE SOUTH 44 DEGREES 33 MINUTES 19 SECONDS EAST, A DISTANCE OF 22.88 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 17 SECONDS EAST, A DISTANCE OF 93.91 FEET; THENCE NORTH 45 DEGREES 25 MINUTES 40 SECONDS EAST, A DISTANCE OF 14.14 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 01 SECOND EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 37 SECONDS EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 45 DEGREES 27 MINUTES 33 SECONDS EAST, A DISTANCE OF 28.27 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 1.88 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 50 SECONDS WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 273.00 FEET; THENCE NORTH 86 DEGREES 45 MINUTES 22 SECONDS EAST, A DISTANCE OF 499.03 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 50 SECONDS WEST, A DISTANCE OF 113.06 FEET; THENCE NORTH 43 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 14.66 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 10 SECONDS EAST, A DISTANCE OF 39.58 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 1.94 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 19 SECONDS EAST, A DISTANCE OF 130.42 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 830.46 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 12 SECONDS EAST, A DISTANCE OF 135.00 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 00 DEGREES 25 MINUTES 50 SECONDS WEST, A DISTANCE OF 1,447.92 FEET TO THE SOUTH LINE OF SAID SECTION 10; THENCE NORTH 89 DEGREES 30 MINUTES 34 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1,322.90 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,292,752 SQUARE FEET OR 52.634 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT

I, JASON A. SEGNERI, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, AND MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: JASON A. SEGNERI, R.L.S.
ARIZONA NO. 35833
2401 W. PEORIA AVE, STE 130
PHOENIX, ARIZONA, 85029
JSEGNERI@RICKENGINEERING.COM



LA PRIVADA PARCELS 3 & 7 PHASE 1

COVER SHEET

SHEET 1 OF 7

RICK ENGINEERING COMPANY Phoenix	2401 W. PEORIA AVENUE SUITE 130 PHOENIX, AZ 85029 602.957.3350 ricken@engineering.com Tucson - San Diego - Sacramento - Riverside - Orange - San Luis Obispo - Bakersfield	
JOB NUMBER 4684N	PREPARED BY ABM	DATE PREPARED: 12/14/2022

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 STRUCTURES 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.
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 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 A 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. ALL LANDSCAPING WITHIN THE STREET RIGHTS-OF-WAY FOR SOUTH 183RD AVENUE, YUMA ROAD, AND TONTO STREET SHALL BE MAINTAINED BY THE LA PRIVADA HOME OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION.
6. 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 BE PLACED LESS THAN EIGHT (8) FEET APART.
7. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF ALL STORMWATER MANAGEMENT FACILITIES.
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. THE OWNER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR AND THE DEVELOPER 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.
9. THE DEVELOPMENT IS IN PROXIMITY TO THE INTERSTATE 10 FREEWAY AND THE PROPOSED LOOP 303 FREEWAY AND MAY BE SUBJECT TO POTENTIAL NOISE INTRUSION, VIBRATIONS, DUST AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY SAID FREEWAYS AND THE CONSTRUCTION OF THEREOF.
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 SHALL BE PLACED UNDERGROUND. EXCLUDING POWER LINES 69 KV AND LARGER.
12. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH A CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
13. THE CITY IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN DEVELOPMENT.
14. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION.
15. MAINTENANCE OF LANDSCAPING THAT LIES BETWEEN THE SIDEWALK AND BACK OF CURB OF ALL LOCAL STREETS WITHIN THE FRONT OF A SINGLE FAMILY RESIDENCE SHALL BE THE MAINTAINED BY THE HOA.
16. DRIVEWAYS ON KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT OPPOSITE THE ADJACENT REAR LOT LINE.
- * 17. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION, THIS INCLUDES LOTS 16, 31, 32, 44, 45, 58, 74, 84, 85, 100, 101, 116, AND 131.
- * * 18. 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, THIS INCLUDES LOTS 14, 59, 83, AND 117.
- * * * 19. ONLY SINGLE STORY STRUCTURES SHALL BE CONSTRUCTED WITHIN THE SOUTH-SOUTHWEST CORNER OF THE PROPERTY ON LOTS THAT ARE WITHIN 100 FEET EAST OF THE WESTERN BOUNDARY OF THE PROPERTY AND 295- FEET NORTH OF THE NORTHERN BOUNDARY OF THE YUMA ROAD ALIGNMENT, THIS INCLUDES LOTS 121 AND 122.
20. THE PUBLIC SALES REPORT(S) 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
21. THE PUBLIC SALES REPORT(S) SHALL DISCLOSE THAT THE PROPERTY IS SUBJECT TO NOISE, CHEERING, PADDLES MAKING CONTACT WITH BALLS, BOUNCING BALLS, SPLASHES AND OTHER LOUD NOISES COMMONLY ASSOCIATED WITH RECREATION CENTERS, PARKS AND THE LIKE; AND
22. THE PUBLIC SALES REPORT(S) 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
23. HOA SHALL OWN AND IS RESPONSIBLE FOR MAINTAINING ALL PRIVATE OPEN SPACE AREAS; COMMON AREAS, AND ALL AMENITIES AND ENHANCEMENTS DESCRIBED ABOVE, EXCEPT THAT THE HOA SHALL NOT OWN, ANY OF THE ENHANCEMENTS LOCATED WITHIN RIGHT-OF-WAY CONVEYED TO THE CITY OF GOODYEAR IN FEE, BUT SHALL BE RESPONSIBLE FOR MAINTAINING SUCH ENHANCEMENTS WITH RESPECT TO THE PATHS AND TRAILS THE HOA IS RESPONSIBLE FOR MAINTAINING. THE HOA SHALL ENSURE THAT THEY ARE CLEARED, VISIBLE, AND SAFELY ACCESSIBLE TO ALL USERS. THE BRIDLE/EQUESTRIAN TRAIL SHALL BE OWNED AND MAINTAINED BY THE HOA THAT IS TO BE FORMED, BUT SHALL BE AVAILABLE FOR USE BY THE GENERAL PUBLIC AND AN EASEMENT SHALL BE DEDICATED TO THE CITY OF GOODYEAR. PAVERS, COLORED CONCRETE OR STAMPED CONCRETE CONSTRUCTED WITHIN PUBLIC ROADWAYS SHALL BE MAINTAINED BY THE HOA. THE HOA SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING WITHIN STREET RIGHT-OF-WAY WITHIN OR ABUTTING THE PROPERTY EXCEPT FOR LANDSCAPING WITHIN MEDIANS LOCATED WITHIN ANY ARTERIAL STREET. NOTWITHSTANDING THE FOREGOING, ANY PORTION OF THE MARICOPA TRAIL LOCATED WITHIN RIGHT-OF-WAY CONVEYED TO THE CITY SHALL BE MAINTAINED BY THE CITY;
24. SIGNAGE, SALES OFFICES AND, IF ANY, ALL RENTAL OFFICE OFFICES THAT THE PROPERTY IS: IN CLOSE PROXIMITY TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH USES; SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHT AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIR FORCE BASE; AND SUBJECT TO NOISE, CHEERING, PICKLEBALL PADDLES MAKING CONTACT WITH PICKLEBALLS, BOUNCING BALLS, SPLASHES AND OTHER LOUD NOISES COMMONLY ASSOCIATED WITH RECREATION CENTERS, PARKS AND THE LIKE; AND SIGNAGE SHALL BE POSTED WITHIN ALL SALES OFFICES AND, IF ANY, ALL RENTAL OFFICE OFFICES IDENTIFYING THE LOCATION OF THE LUKE AIR FORCE BASE: ACCIDENT POTENTIAL ZONES (APZS), 65 LDN AND HIGHER NOISE CONTOURS, DEPARTURE CORRIDORS, AND VICINITY BOUNDARY. THIS DISPLAY SHALL INCLUDE A 24-INCH X 36-INCH MAP AT THE MAIN ENTRANCE OF SUCH SALES AND RENTAL OFFICES AND SHALL INCLUDE THE APPROXIMATE LOCATIONS OF THE LUKE AIR FORCE BASE, ACCIDENT POTENTIAL ZONES (APZS), 65 LDN AND HIGHER NOISE CONTOURS, DEPARTURE CORRIDORS, AND VICINITY BOUNDARY AND ALL OF THE BUILDINGS ON THE PROPERTY.
25. NO DETACHED ACCESSORY BUILDING SHALL BE LOCATED CLOSER TO THE STREET SIDE OF A CORNER LOT THAN THE FRONT YARD REQUIRED ON A KEY LOT, EXCEPT SUCH SETBACK NEED NOT BE GREATER THAN ONE-HALF THE WIDTH OF THE CORNER LOT.
26. ADJACENT DWELLING UNITS ARE PROHIBITED FROM HAVING IDENTICAL BUILDING ELEVATIONS AND EXTERIOR COLORS.
27. RAMPS WILL BE PROVIDED ON SIDEWALKS PER A.D.A. REQUIREMENTS.
28. THIS DEVELOPMENT IS WITHIN THE VICINITY OF AN EXISTING 230 KV OVERHEAD ELECTRIC LINE ALONG THE WEST SIDE OF PERRYVILLE ROAD.
29. NO GROWING OF PRODUCTION CROPS WITHIN 50 FEET OF ANY OCCUPIED RESIDENTIAL DWELLING UNIT SHALL BE PERMITTED ON THE GROUND OWNED BY THE PROPERTY OWNER.
30. PROVIDE DETACHED SIDEWALKS -- 5-AND-ONE-HALF-FOOT-WIDE PLANTER ADJACENT TO ALL ROADS IN INTERIOR OF THE DEVELOPMENT EXCEPT FOR MINOR COLLECTOR ROADWAYS WITHIN THE INTERIOR OF THE DEVELOPMENT WHICH MAY HAVE A 4-FOOT-WIDE PLANTER ADJACENT TO A DECOMPOSED GRANITE PATH; THE HOA SHALL MAINTAIN LANDSCAPE STRIPS (AS IS SHOWN ON THE PRELIMINARY PLAN AND LANDSCAPE PLANS).
31. THE WEST GOODYEAR STREETScape DESIGN WHICH INCLUDES SHADED AGRARIAN OR TRELIS STYLE SEATING AREAS, WEST GOODYEAR DESIGN ELEMENTS AT OR NEAR THE COMMUNITY ENTRANCES OFF OF YUMA ROAD AT 183RD AVENUE, THE WORDS "WEST GOODYEAR" ON THE MONUMENT SIGN WITH THE MINIMUM TEXT HEIGHT OF "WEST GOODYEAR"AS 10-INCHES SHALL BE CONTINUOUSLY MAINTAINED BY THE HOA." AND "DECORATIVE PAVERS, COLORED CONCRETE AND/OR STAMPED CONCRETE SHALL BE INCLUDED ON DRIVEWAYS OF ALL LOTS WITHIN THE PROPERTY (BETWEEN THE SIDEWALK AND THE HOUSE)."

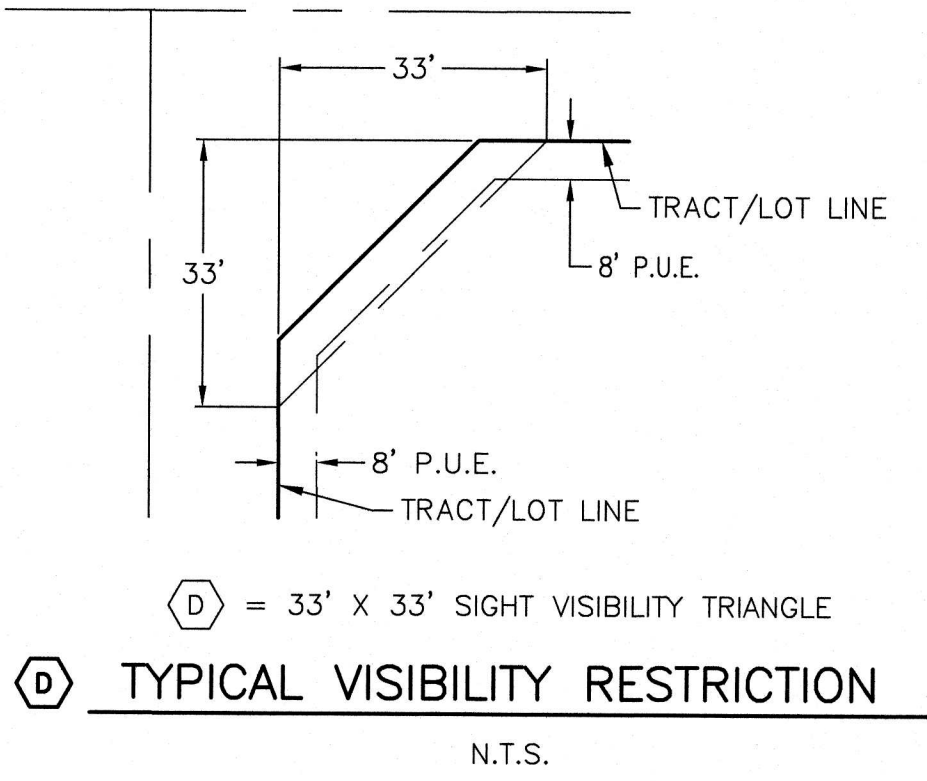
DEVELOPMENT STANDARDS

ZONED R1-4 WITH REDUCED STANDARDS WITH A PLANNED AREA DEVELOPMENT(PAD) OVERLAY ORDINANCE NO. 2021-1505

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	5,400	0.124
2	5,400	0.124
3	5,399	0.124
4	5,461	0.125
5	5,568	0.128
6	5,571	0.128
7	5,563	0.128
8	5,554	0.128
9	5,359	0.123
10	5,400	0.124
11	5,400	0.124
12	5,400	0.124
13	5,400	0.124
14	5,400	0.124
15	5,400	0.124
16	5,863	0.135
17	5,555	0.128
18	5,566	0.128
19	5,578	0.128
20	5,589	0.128
21	5,601	0.129
22	5,613	0.129
23	5,624	0.129
24	5,636	0.129
25	5,466	0.125
26	5,400	0.124
27	5,400	0.124
28	5,400	0.124
29	5,400	0.124
30	5,400	0.124
31	5,760	0.132
32	5,710	0.131
33	5,400	0.124
34	5,400	0.124
35	5,400	0.124
36	5,400	0.124
37	5,400	0.124
38	5,620	0.129
39	5,694	0.131
40	5,697	0.131
41	5,700	0.131
42	5,703	0.131
43	5,707	0.131
44	6,041	0.139
45	5,889	0.135
46	5,571	0.128
47	5,574	0.128
48	5,577	0.128
49	5,581	0.128
50	5,574	0.128

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
51	5,556	0.128
52	5,400	0.124
53	5,400	0.124
54	5,400	0.124
55	5,400	0.124
56	5,400	0.124
57	5,710	0.131
58	5,365	0.123
59	5,268	0.121
60	5,268	0.121
61	5,268	0.121
62	5,268	0.121
63	5,268	0.121
64	5,268	0.121
65	5,205	0.120
66	5,149	0.118
67	5,400	0.124
68	5,400	0.124
69	5,400	0.124
70	5,400	0.124
71	5,400	0.124
72	5,400	0.124
73	5,400	0.124
74	7,325	0.168
75	7,116	0.163
76	7,116	0.163
77	7,116	0.163
78	7,116	0.163
79	6,600	0.152
80	6,600	0.152
81	6,600	0.152
82	6,600	0.152
83	6,600	0.152
84	6,659	0.153
85	6,600	0.152
86	6,600	0.152
87	6,600	0.152
88	6,600	0.152
89	6,600	0.152
90	6,600	0.152
91	6,600	0.152
92	6,600	0.152
93	6,600	0.152
94	6,600	0.152
95	6,600	0.152
96	6,600	0.152
97	6,600	0.152
98	6,600	0.152
99	6,600	0.152
100	6,550	0.150

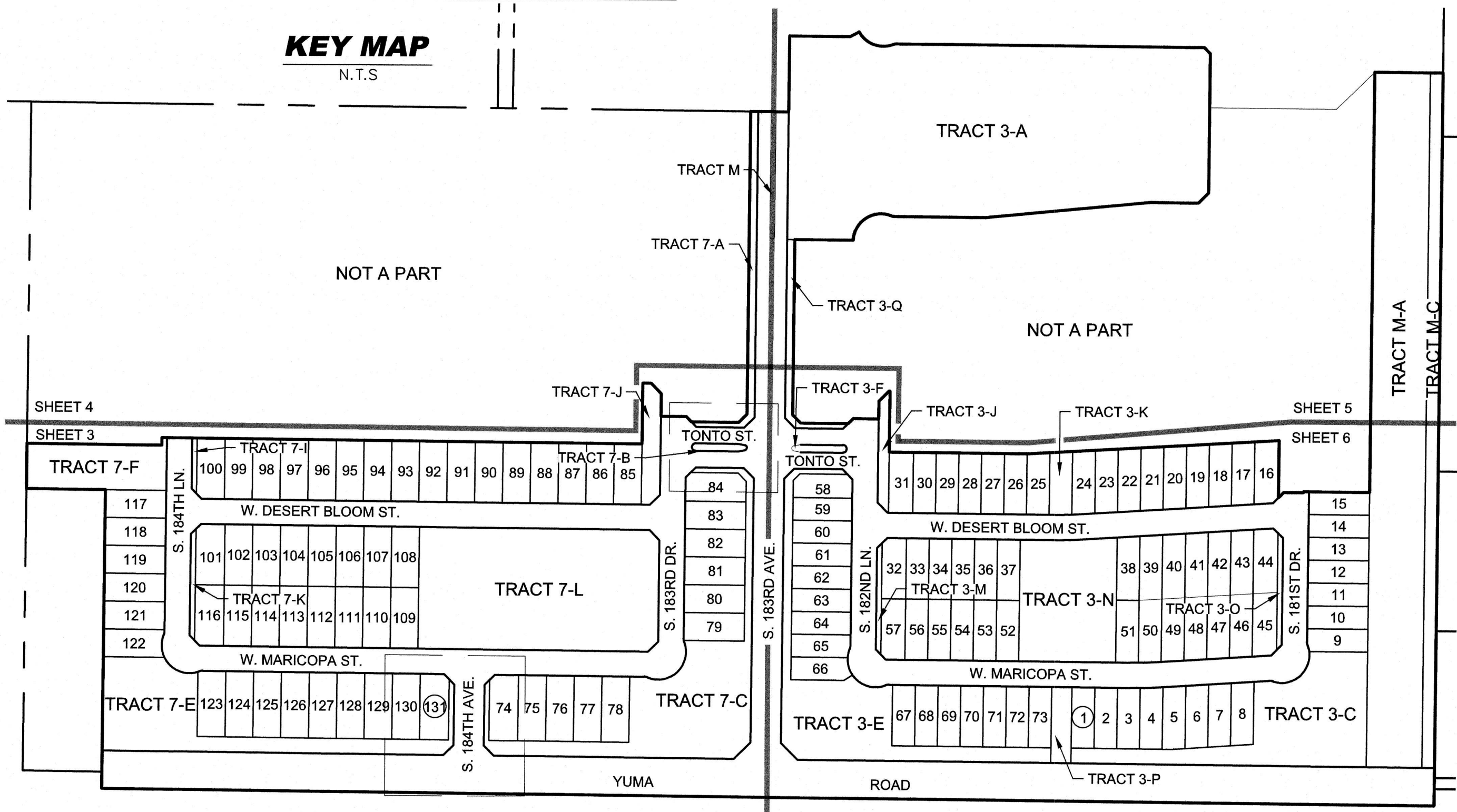
LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
101	6,790	0.156
102	6,600	0.152
103	6,600	0.152
104	6,600	0.152
105	6,600	0.152
106	6,600	0.152
107	6,600	0.152
108	6,600	0.152
109	6,600	0.152
110	6,600	0.152
111	6,600	0.152
112	6,600	0.152
113	6,600	0.152
114	6,600	0.152
115	6,600	0.152
116	6,790	0.156
117	6,605	0.152
118	6,602	0.152
119	6,602	0.152
120	6,602	0.152
121	6,602	0.152
122	6,447	0.148
123	7,109	0.163
124	7,116	0.163
125	7,116	0.163
126	7,116	0.163
127	7,116	0.163
128	7,116	0.163
129	7,116	0.163
130	7,116	0.163
131	7,325	0.168



UTILITY SERVICES

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

TRACT USE TABLE					
TRACT	USE	AREA (SF)	AREA (AC)	OWNER	MAINTENANCE
TRACT 3-A	P.U.E., LANDSCAPE, DRAINAGE, RECREATION	283,423	6.506	LPHOA	LPHOA
TRACT 3-C	P.U.E., LANDSCAPE, DRAINAGE, RECREATION	56,561	1.298	LPHOA	LPHOA
TRACT 3-E	P.U.E. LANDSCAPE, DRAINAGE, RECREATION	51,409	1.180	LPHOA	LPHOA
TRACT 3-F	LANDSCAPE, MEDIAN	1,545	0.035	COG	LPHOA
TRACT 3-J	P.U.E, LANDSCAPE	4,848	0.111	LPHOA	LPHOA
TRACT 3-K	P.U.E, LANDSCAPE, DRAINAGE, RECREATION	5,596	0.128	LPHOA	LPHOA
TRACT 3-M	P.U.E., LANDSCAPE	2,100	0.048	LPHOA	LPHOA
TRACT 3-N	P.U.E., LANDSCAPE, DRAINAGE, RECREATION	46,369	1.064	LPHOA	LPHOA
TRACT 3-O	P.U.E, LANDSCAPE	2,206	0.051	LPHOA	LPHOA
TRACT 3-P	P.U.E., LANDSCAPE, RECREATION	6,000	0.138	LPHOA	LPHOA
TRACT 3-Q	P.U.E., LANDSCAPE	6,562	0.151	LPHOA	LPHOA
TRACT 7-A	P.U.E., LANDSCAPE	10,351	0.238	LPHOA	LPHOA
TRACT 7-B	LANDSCAPE, MEDIAN	1,543	0.035	COG	LPHOA



LEGEND

- FOUND BRASS CAP FLUSH UNLESS NOTED
- FOUND 1/2" REBAR AS NOTED
- SET 1/2" REBAR WITH PLASTIC CAP "LS 35833"
- BRASS CAP FLUSH PER MAG STANDARD DETAIL 120 TYPE 'B'
- BCF BRASS CAP FLUSH
- M.C.R. MARICOPA COUNTY RECORDER
- DOC. DOCUMENT
- BK. & PG. BOOK & PAGE
- R/W RIGHT OF WAY DEDICATED BY THIS PLAT
- P.U.E. PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT DEDICATED BY THIS PLAT
- P.A.E. PEDESTRIAN ACCESS EASEMENT DEDICATED BY THIS PLAT
- S.V.T. 33' X 33' SIGHT VISIBILITY TRIANGLE DEDICATED BY THIS PLAT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT DEDICATED BY THIS PLAT
- E.P.E. ENHANCED PAVEMENT EASEMENT DEDICATED BY THIS PLAT
- H.O.A. HOME OWNERS ASSOCIATION
- P.I.E. PRIVATE IRRIGATION EASEMENT
- LPHOA LA PRIVADA HOME OWNERS ASSOCIATION
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- * SEE NOTES ON SHEET 2
- W.S.E. WATER & SEWER EASEMENT DEDICATED HEREON
- E.X. EXISTING
- BOUNDARY LINE
- ADJOINING PROPERTY LINE
- LOT/TRACT LINE
- CENTER LINE
- SECTION LINE
- EASEMENT LINE



LA PRIVADA PARCELS 3 & 7 PHASE 1

KEY MAP SHEET

SHEET 2 OF 7

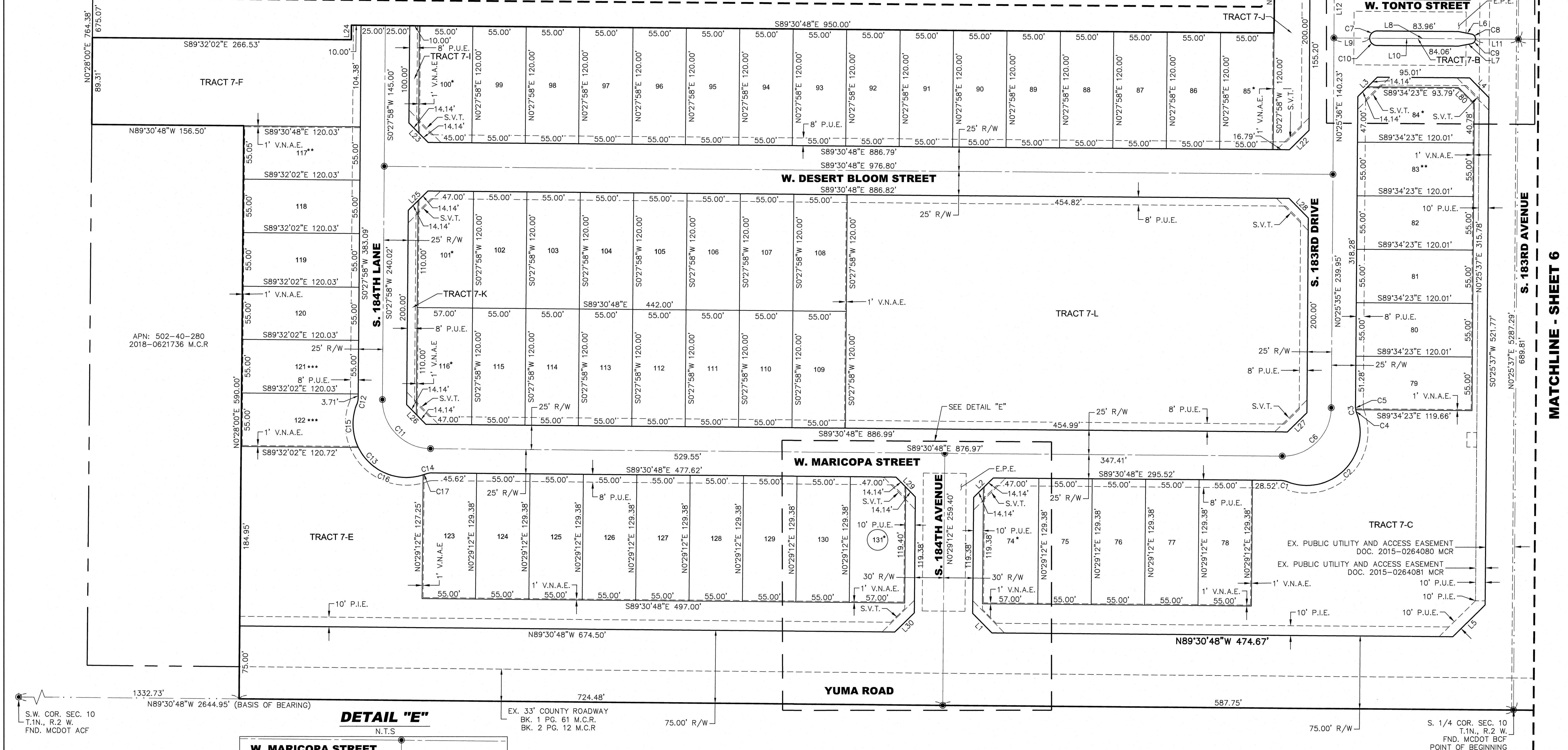


2401 W. PEORIA AVENUE
SUITE 130
PHOENIX, AZ 85029
602.957.3350

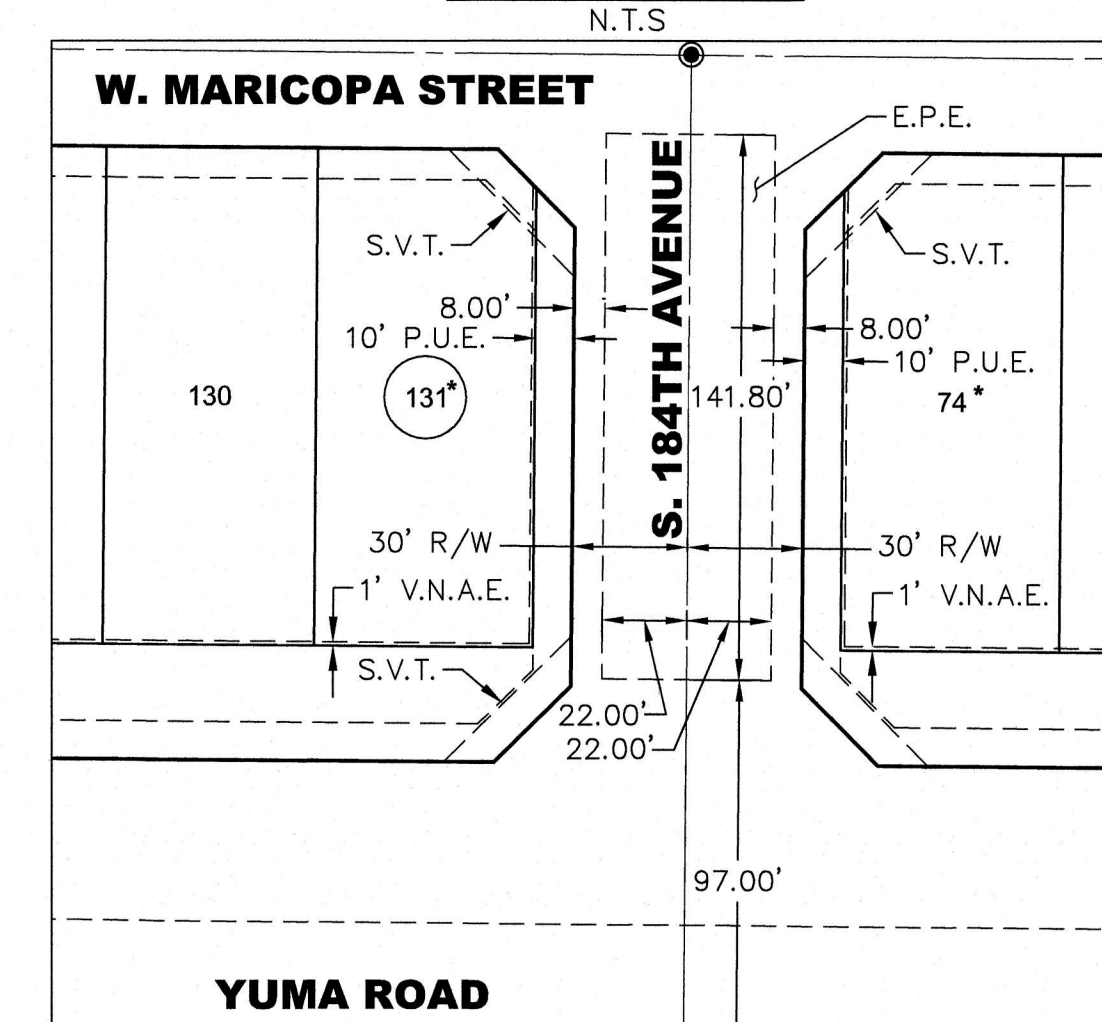
Phoenix Tucson - San Diego - Sacramento - Riverside - Orange - San Luis Obispo - Bakersfield

JOB NUMBER 4684N PREPARED BY: ABM DATE PREPARED: 12/14/2022

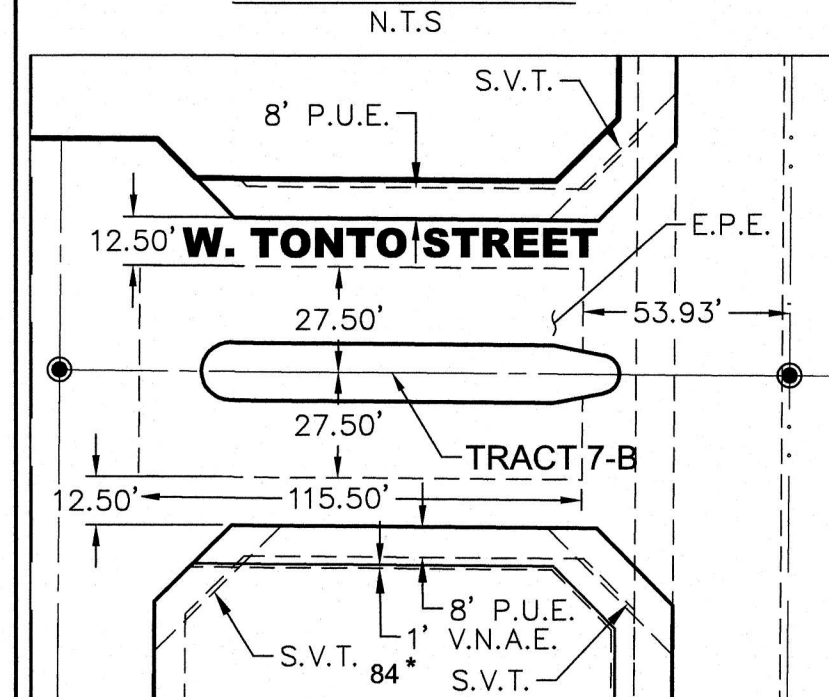
MATCHLINE - SHEET 4



DETAIL "E"
N.T.S.



DETAIL "A"
N.T.S.



TRACT 7-B IS NOT A PART OF THE E.P.E.

LEGEND

- SET BRASS CAP FLUSH UNLESS NOTED
- FOUND 1/2" REBAR AS NOTED
- SET 1/2" REBAR WITH PLASTIC CAP "LS 35833"
- BRASS CAP FLUSH PER MAG STANDARD DETAIL 120 TYPE "B"
- BCF BRASS CAP FLUSH
- M.C.R. MARICOPA COUNTY RECORDER
- DOC. DOCUMENT
- BK. & PG. BOOK & PAGE
- R/W RIGHT OF WAY DEDICATED BY THIS PLAT
- EX. EXISTING
- * SEE NOTES ON SHEET 2
- BOUNDARY LINE
- ADJOINING PROPERTY LINE
- LOT/TRACT LINE
- P.U.E. PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT DEDICATED BY THIS PLAT
- P.A.E. PEDESTRIAN ACCESS EASEMENT DEDICATED BY THIS PLAT
- S.V.T. 33' X 33' SIGHT VISIBILITY TRIANGLE DEDICATED BY THIS PLAT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT DEDICATED BY THIS PLAT
- E.P.E. ENHANCED PAVEMENT EASEMENT DEDICATED BY THIS PLAT
- W.S.E. WATER & SEWER EASEMENT DEDICATED BY THIS PLAT
- H.O.A. HOME OWNERS ASSOCIATION
- P.I.E. PRIVATE IRRIGATION EASEMENT
- LPHOA LA PRIVADA HOME OWNERS ASSOCIATION
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- W.S.E. WATER & SEWER EASEMENT DEDICATED HEREON
- CENTER LINE
- SECTION LINE
- EASEMENT LINE

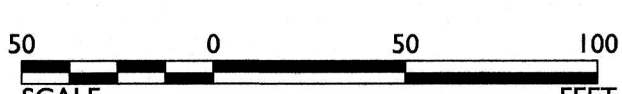


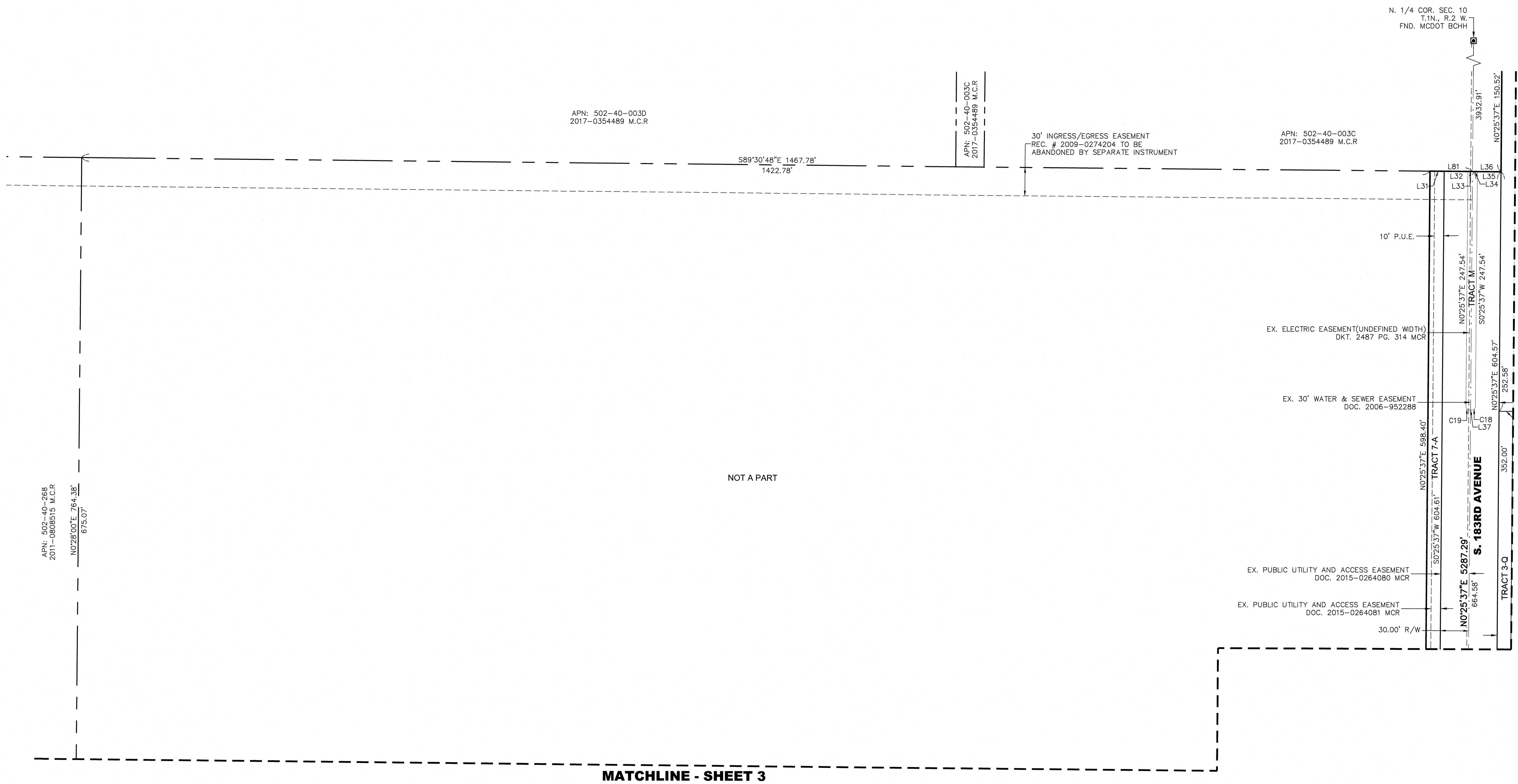
LA PRIVADA PARCELS 3 & 7 PHASE 1

PLAT SHEET

SHEET 3 OF 7

RICK ENGINEERING COMPANY Phoenix		2401 W. PEORIA AVENUE SUITE 130 PHOENIX, AZ 85029 602.957.3350 rickengineering.com	
JOB NUMBER 4684N	PREPARED BY ABM	DATE PREPARED 12/14/2022	





LEGEND

- | | |
|---|---|
| ● SET BRASS CAP FLUSH UNLESS NOTED | P.U.E. PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT |
| ● FOUND 1/2" REBAR AS NOTED | V.N.A.E. VEHICULAR NON-ACCESS EASEMENT DEDICATED BY THIS PLAT |
| ○ SET 1/2" REBAR WITH PLASTIC CAP "LS 35833" | P.A.E. PEDESTRIAN ACCESS EASEMENT DEDICATED BY THIS PLAT |
| ● BRASS CAP FLUSH PER MAG STANDARD
DETAIL 120 TYPE 'B' | S.V.T. 33' X 33' SIGHT VISIBILITY TRIANGLE DEDICATED BY THIS PLAT |
| BCF BRASS CAP FLUSH | E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT DEDICATED BY THIS PLAT |
| M.C.R. MARICOPA COUNTY RECORDER | E.P.E. ENHANCED PAVEMENT EASEMENT DEDICATED BY THIS PLAT |
| DOC. DOCUMENT | W.S.E. WATER & SEWER EASEMENT DEDICATED BY THIS PLAT |
| BK. & PG. BOOK & PAGE | H.O.A. HOME OWNERS ASSOCIATION |
| R/W RIGHT OF WAY DEDICATED BY THIS PLAT | P.I.E. PRIVATE IRRIGATION EASEMENT |
| EX. EXISTING | LPHOA LA PRIVADA HOME OWNERS ASSOCIATION |
| * SEE NOTES ON SHEET 2 | E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT |
| | W.S.E. WATER & SEWER EASEMENT DEDICATED HEREON |

BOUNDARY LINE
ADJOINING PROPERTY LINE
LOT/TRACT LINE

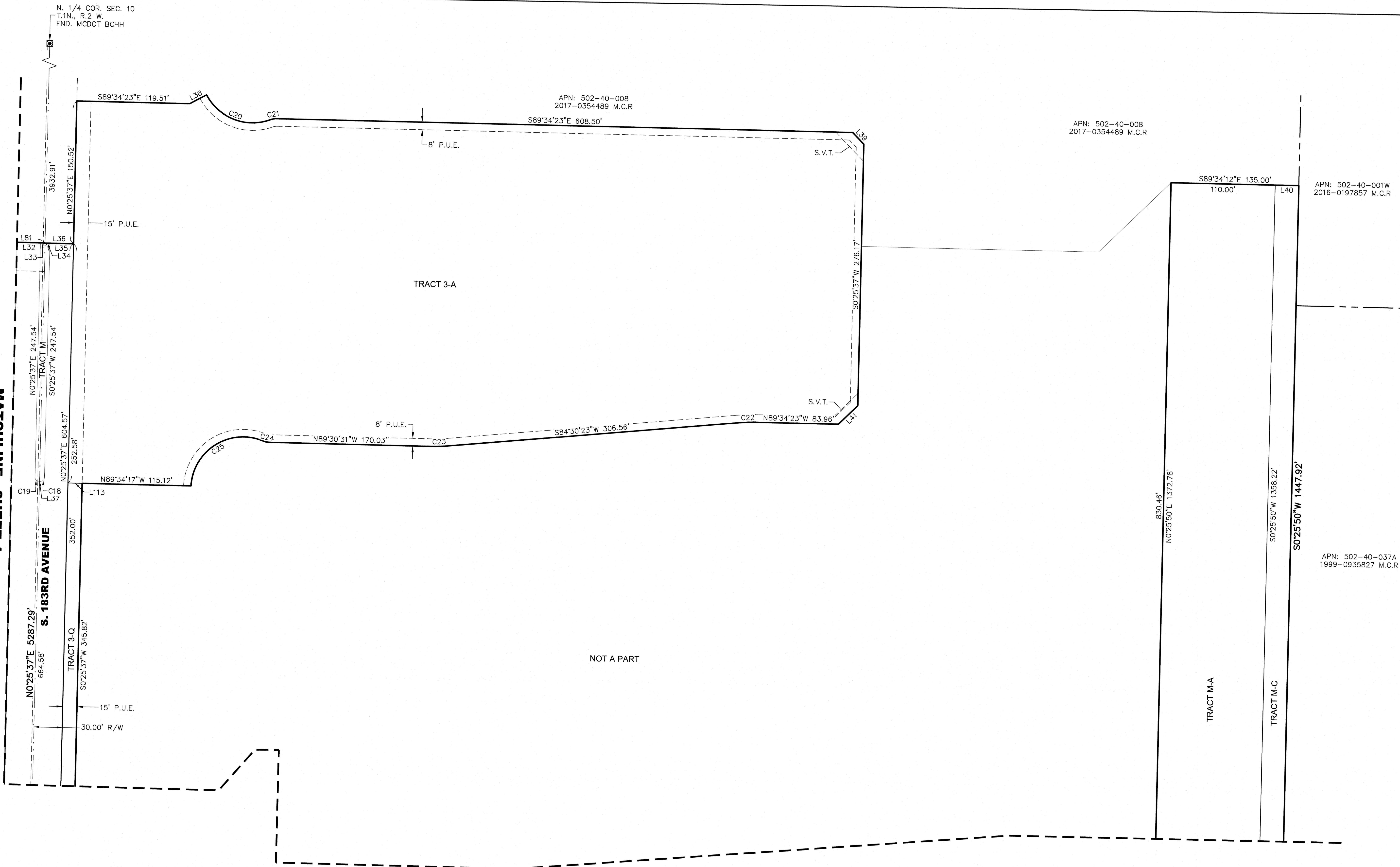
CENTER LINE
SECTION LINE
EASEMENT LINE



LA PRIVADA PARCELS 3 & 7 PHASE 1

PLAT SHEET	RICK ENGINEERING COMPANY Phoenix 2401 W. PEORIA AVENUE SUITE 130 PHOENIX, AZ 85029 602.957.3350 rickengineering.com Tucson - San Diego - Sacramento - Riverside - Orange - San Luis Obispo - Bakersfield		
	SHEET 4 OF 7	JOB NUMBER 4684N	PREPARED BY: ABM

MATCHLINE - SHEET 4



MATCHLINE - SHEET 6

LEGEND

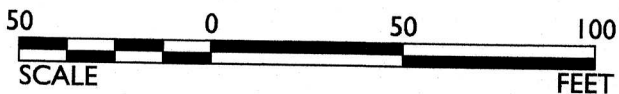
- SET BRASS CAP FLUSH UNLESS NOTED
 - FOUND 1/2" REBAR AS NOTED
 - SET 1/2" REBAR WITH PLASTIC CAP "LS 35833"
 - BRASS CAP FLUSH PER MAG STANDARD
DETAIL 120 TYPE 'B'
 - BCF BRASS CAP FLUSH
 - M.C.R. MARICOPA COUNTY RECORDER
 - DOC. DOCUMENT
 - BK. & PG. BOOK & PAGE
 - R/W RIGHT OF WAY DEDICATED BY THIS PLAT
 - EX. EXISTING
 - * SEE NOTES ON SHEET 2
- | | |
|---|-----------|
| BOUNDARY LINE | — — — — — |
| ADJOINING PROPERTY LINE | — — — — — |
| LOT/TRACT LINE | — — — — — |
| P.U.E. PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT | — — — — — |
| V.N.A.E. VEHICULAR NON-ACCESS EASEMENT DEDICATED BY THIS PLAT | — — — — — |
| P.A.E. PEDESTRIAN ACCESS EASEMENT DEDICATED BY THIS PLAT | — — — — — |
| S.V.T. 33' X 33' SIGHT VISIBILITY TRIANGLE DEDICATED BY THIS PLAT | — — — — — |
| E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT DEDICATED BY THIS PLAT | — — — — — |
| E.P.E. ENHANCED PAVEMENT EASEMENT DEDICATED BY THIS PLAT | — — — — — |
| W.S.E. WATER & SEWER EASEMENT DEDICATED BY THIS PLAT | — — — — — |
| H.O.A. HOME OWNERS ASSOCIATION | — — — — — |
| P.I.E. PRIVATE IRRIGATION EASEMENT | — — — — — |
| LPHOA LA PRIVADA HOME OWNERS ASSOCIATION | — — — — — |
| E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT | — — — — — |
| W.S.E. WATER & SEWER EASEMENT DEDICATED HEREON | — — — — — |
| CENTER LINE | — — — — — |
| SECTION LINE | — — — — — |
| EASEMENT LINE | — — — — — |



LA PRIVADA PARCELS 3 & 7 PHASE 1

PLAT SHEET

SHEET 5 OF 7



RICK ENGINEERING COMPANY Phoenix	2401 W. PEORIA AVENUE SUITE 130 PHOENIX, AZ 85029 602.957.3350 rickengineering.com	
	JOB NUMBER 4684N	PREPARED BY ABM

DATE PREPARED:
12/14/2022

MATCHLINE - SHEET 3

MATCHLINE - SHEET 5

S. 183RD AVENUE

S. 182ND LANE

W. DESERT BLOOM STREET

W. MARICOPA STREET

YUMA ROAD

S. 181ST DRIVE

TRACT M-A

TRACT M-C

APN: 502-40-037A
1999-0935827 M.C.R

APN: 502-40-047B
1998-0584935 M.C.R

APN: 502-40-045B
2003-1137830 M.C.R

APN: 502-40-045A
2021-1079300 M.C.R

S.E. COR. SEC. 10
T.1N., R.2 W.
FND. MCDOT BCHH

DETAIL "B"
N.T.S

DETAIL "C"
N.T.S

LEGEND

- SET BRASS CAP FLUSH UNLESS NOTED
- FOUND 1/2" REBAR AS NOTED
- SET 1/2" REBAR WITH PLASTIC CAP "LS 35833"
- BRASS CAP FLUSH PER MAG STANDARD
DETAIL 120 TYPE "B"
- BCF BRASS CAP FLUSH
- M.C.R. MARICOPA COUNTY RECORDER
- DOC. DOCUMENT
- BK. & PG. BOOK & PAGE
- R/W RIGHT OF WAY DEDICATED BY THIS PLAT
- EX. EXISTING
- * SEE NOTES ON SHEET 2
- BOUNDARY LINE
- ADJOINING PROPERTY LINE
- LOT/TRACT LINE
- P.U.E. PUBLIC UTILITY EASEMENT DEDICATED BY THIS PLAT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT DEDICATED BY THIS PLAT
- P.A.E. PEDESTRIAN ACCESS EASEMENT DEDICATED BY THIS PLAT
- S.V.T. 33' X 33' SIGHT VISIBILITY TRIANGLE DEDICATED BY THIS PLAT
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- E.P.E. ENHANCED PAVEMENT EASEMENT DEDICATED BY THIS PLAT
- W.S.E. WATER & SEWER EASEMENT DEDICATED BY THIS PLAT
- H.O.A. HOME OWNERS ASSOCIATION
- P.I.E. PRIVATE IRRIGATION EASEMENT
- LPHOA LA PRIVADA HOME OWNERS ASSOCIATION
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
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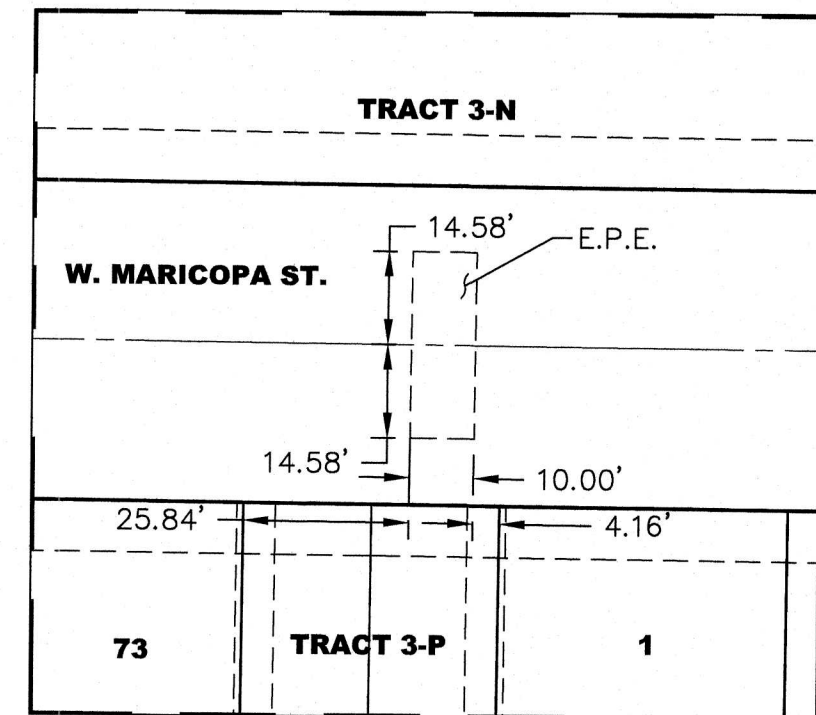
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SCALE FEET

LA PRIVADA PARCELS 3 & 7 PHASE 1

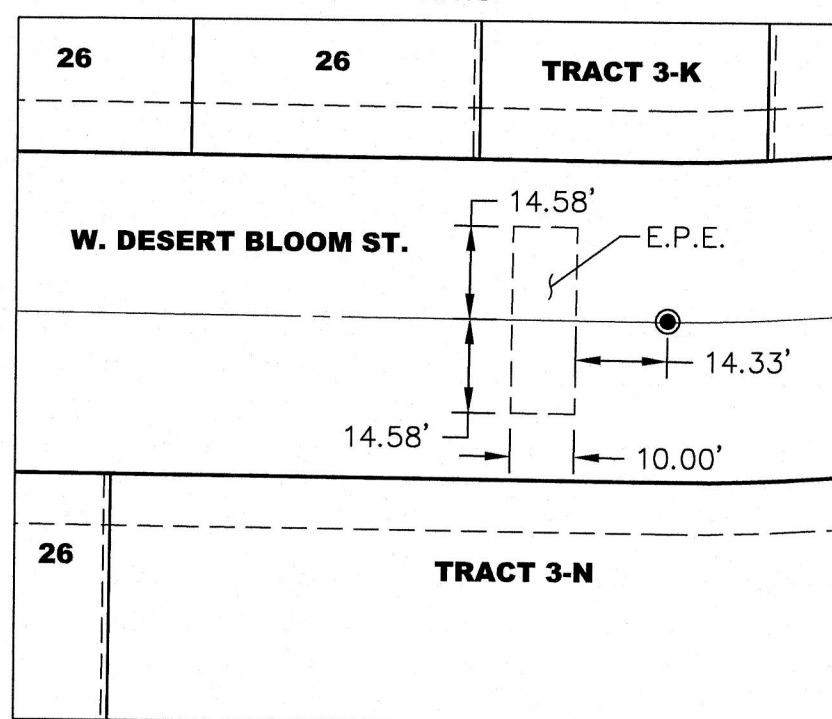
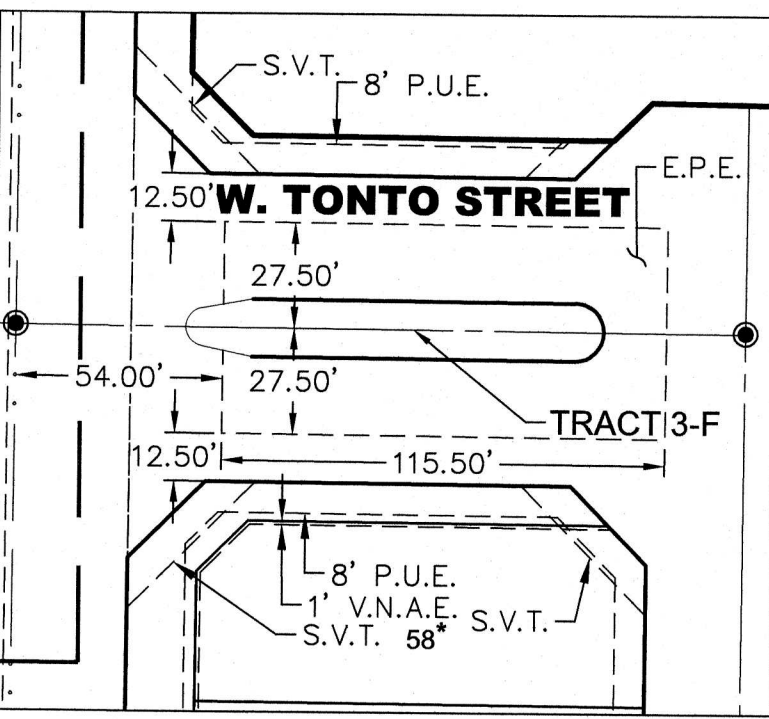
PLAT SHEET

SHEET 6 OF 7

DETAIL "D"
N.T.S



RICK
ENGINEERING COMPANY
2401 W. PEORIA AVENUE
SUITE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com
Tucson - San Diego - Sacramento - Riverside - Orange - San Luis Obispo - Bakersfield
JOB NUMBER 4684N
PREPARED BY: ABM
DATE PREPARED: 12/14/2022



TRACT 3-F IS NOT A PART OF THE E.P.E.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N44°30'47"W	28.28'
L2	S45°29'12"W	28.28'
L3	N45°25'36"E	28.28'
L4	N44°34'23"W	28.28'
L5	S45°27'25"W	46.64'
L6	N78°36'04"W	13.59'
L7	N79°20'04"E	13.51'
L8	S89°34'23"E	190.00'
L9	S89°34'24"E	36.87'
L10	S89°35'43"E	108.85'
L11	S89°31'05"E	44.28'
L12	N0°25'35"E	60.00'
L13	S89°34'25"E	25.00'
L14	S89°34'25"E	25.00'
L15	S44°34'15"E	28.28'
L16	N45°25'35"E	28.28'
L17	N45°25'36"E	22.94'
L18	S89°34'25"E	50.00'
L19	S0°25'35"W	44.80'
L20	S44°32'36"E	28.30'
L21	S89°30'48"E	16.62'

LINE TABLE		
LINE	DIRECTION	LENGTH
L22	N45°27'24"E	28.27'
L23	N44°31'25"W	28.29'
L24	N0°27'58"E	14.97'
L25	N45°28'35"E	28.28'
L26	N44°31'25"W	28.29'
L27	N45°27'24"E	28.27'
L28	N44°32'36"W	28.30'
L29	S44°30'48"E	28.28'
L30	N45°29'05"E	28.29'
L31	S89°30'48"E	15.00'
L32	S89°30'48"E	25.00'
L33	S89°30'48"E	5.00'
L34	S89°34'23"E	5.00'
L35	S89°34'23"E	25.00'
L36	S89°34'23"E	30.00'
L37	N89°34'25"W	2.00'
L38	N61°15'19"E	20.00'
L39	S44°36'16"E	16.96'
L40	S89°34'12"E	25.00'
L41	S45°25'37"W	28.28'
L42	N44°34'20"W	28.28'

LINE TABLE		
LINE	DIRECTION	LENGTH
L43	S44°33'19"E	22.88'
L44	N45°25'40"E	28.28'
L45	S89°00'01"E	25.00'
L46	S89°00'01"E	50.00'
L47	S89°00'01"E	25.00'
L48	N45°27'33"E	28.27'
L49	S89°30'31"E	1.88'
L50	N79°27'19"E	13.62'
L51	N78°28'49"W	13.48'
L52	S89°34'23"E	44.27'
L53	S89°36'08"E	108.95'
L54	S89°29'10"E	36.86'
L55	S89°34'23"E	190.08'
L56	N45°25'40"E	28.28'
L57	N44°34'21"W	28.28'
L58	N44°32'27"W	28.30'
L59	N45°27'33"E	28.27'
L60	N43°25'50"E	29.25'
L61	S89°34'10"E	25.00'
L62	S89°34'10"E	14.58'
L63	S89°34'10"E	39.58'

LINE TABLE		
LINE	DIRECTION	LENGTH
L64	N0°25'50"E	1.94'
L65	S89°41'36"E	10.42'
L66	N46°34'10"W	27.28'
L67	N43°25'50"E	29.25'
L68	S86°25'50"W	11.10'
L69	N89°30'31"W	29.00'
L70	N86°25'50"E	11.92'
L71	S44°32'27"E	28.30'
L72	N44°32'28"W	46.69'
L73	S45°26'41"W	18.69'
L74	N56°24'18"E	20.00'
L75	S89°30'31"E	17.98'
L76	N86°11'17"E	27.09'
L77	N86°45'18"E	45.09'
L78	N89°30'31"W	1.86'
L79	N0°25'50"E	43.31'
L80	S44°34'24"E	22.94'
L81	S89°30'48"E	45.00'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	21°02'22"	20.00'	7.34'	N78°59'37"W 7.30'
C2	132°08'21"	55.00'	126.84'	N45°27'24"E 100.54'
C3	21°02'22"	20.00'	7.34'	S10°05'36"E 7.30'
C4	10°18'56"	20.00'	3.60'	N15°27'19"W 3.60'
C5	10°43'26"	20.00'	3.74'	N4°56'07"W 3.74'
C6	90°03'37"	50.00'	78.59'	N45°27'24"E 70.75'
C7	90°25'37"	7.50'	11.84'	S45°12'49"W 10.65'
C8	79°05'17"	5.00'	6.90'	N39°03'25"W 6.37'
C9	79°20'04"	5.00'	6.92'	N39°40'02"E 6.38'
C10	90°00'00"	7.50'	11.78'	S44°34'23"E 10.61'
C11	89°58'46"	50.00'	78.52'	S44°31'25"E 70.70'
C12	21°02'22"	20.00'	7.34'	N10°59'09"E 7.30'
C13	132°03'30"	55.00'	126.77'	S44°31'25"E 100.51'
C14	21°02'22"	20.00'	7.34'	S79°58'01"W 7.30'
C15	47°20'05"	55.00'	45.44'	S2°09'42"E 44.16'
C16	82°17'14"	55.00'	78.99'	S66°58'22"E 72.37'
C17	2°26'11"	55.00'	2.34'	N70°39'56"E 2.34'
C18	89°59'58"	4.00'	6.28'	S45°25'36"W 5.66'
C19	90°00'02"	4.00'	6.28'	N44°34'24"W 5.66'
C20	81°52'04"	55.00'	78.59'	S69°40'43"E 72.07'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C21	21°02'19"	20.00'	7.34'	S79°54'25"W 7.30'
C22	5°55'14"	225.00'	23.25'	S87°28'00"W 23.24'
C23	5°59'06"	175.00'	18.28'	N87°29'56"E 18.27'
C24	21°02'22"	20.00'	7.34'	S78°59'20"E 7.30'
C25	108°58'57"	55.00'	104.62'	S57°02'23"W 89.54'
C26	79°01'39"	5.00'	6.90'	N39°56'29"E 6.36'
C27	89°34'23"	7.50'	11.73'	N44°47'11"W 10.57'
C28	90°00'00"	7.50'	11.78'	N45°25'37"E 10.61'
C29	78°54'29"	5.00'	6.89'	N39°01'35"W 6.35'
C30	4°03'39"	225.00'	15.95'	N88°27'39"E 15.94'
C31	4°03'39"	250.00'	17.72'	N88°27'39"E 17.71'
C32	4°03'39"	275.00'	19.49'	N88°27'39"E 19.49'
C33	86°00'00"	50.00'	75.05'	N43°25'50"E 68.20'
C34	21°02'22"	20.00'	7.34'	S10°05'21"E 7.30'
C35	13°00'06"	55.00'	12.48'	N14°06'29"W 12.45'
C36	115°04'38"	55.00'	110.47'	N49°55'53"E 92.81'
C37	21°02'22"	20.00'	7.34'	N83°02'59"W 7.30'
C38	128°04'44"	55.00'	122.95'	N43°25'50"E 98.90'
C39	4°03'39"	705.00'	49.97'	N88°27'39"E 49.96'
C40	4°03'39"	730.00'	51.74'	N88°27'39"E 51.73'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C41	4°03'39"	755.00'	53.51'	N88°27'39"E 53.50'
C42	1°18'03"	705.00'	16.00'	S89°50'28"W 16.00'
C43	2°45'36"	705.00'	33.96'	S87°48'38"W 33.96'
C44	1°32'37"	755.00'	20.34'	N89°43'10"E 20.34'
C45	2°31'01"	755.00'	33.17'	N87°41'21"E 33.17'
C46	21°02'22"	20.00'	7.34'	S79°58'18"W 7.30'
C47	76°57'11"	55.00'	73.87'	S72°04'18"E 68.44'
C48	37°11'13"	55.00'	35.70'	S15°00'05"E 35.07'
C49	17°52'29"	55.00'	17.16'	S12°31'45"W 17.09'
C50	21°02'22"	20.00'	7.34'	N10°56'49"E 7.30'
C51	132°00'53"	55.00'	126.72'	S44°32'27"E 100.50'
C52	89°56'09"	50.00'	78.48'	N44°32'27"W 70.67'
C53	0°11'38"	225.00'	0.76'	S86°31'39"W 0.76'
C54	3°52'01"	225.00'	15.19'	S88°33'28"W 15.18'

LA PRIVADA PARCELS 3 & 7 PHASE 1

LINE AND CURVE TABLES

SHEET 7 OF 7



2401 W. PEORIA AVENUE
SUITE 130
PHOENIX, AZ 85029
602.957.3350

rickengineering.com

Phoenix Tucson - San Diego - Sacramento - Riverside - Orange - San Luis Obispo - Bakersfield

JOB NUMBER
4684N

PREPARED BY:
ABM

DATE PREPARED:
12/14/2022

PROJECT NARRATIVE

For

La Privada Parcels 3 & 7

Phase 1

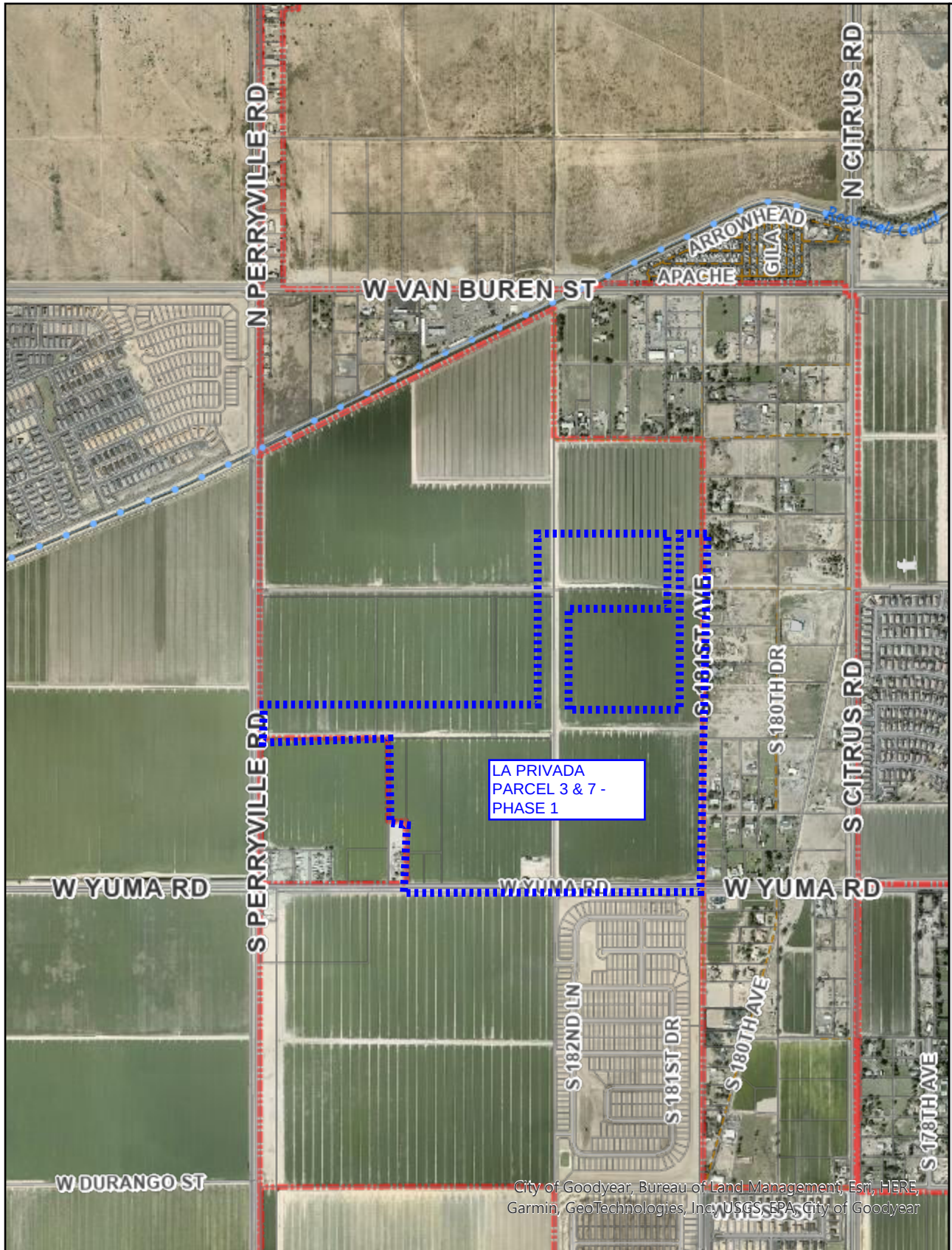
Melcor Developments Arizona, Inc. requests approval of the La Privada Parcels 3 & 7 Final Plat Phase 1. La Privada Parcels 3 & 7 is comprised of 87.8 acres. La Privada Parcels 3 & 7, Phase 1 is comprised 57.6 acres of the 87.8 acres and consists of 131 lots, 23 Open Space tracts, with two tracts making up the remainder of the overall parcel. The project is located at the intersection of Yuma Road and 183rd Avenue. The entire property is zoned R1-4(Reduced), Single Family Residential District which allows for this development. The property shall comply with the prevailing City of Goodyear Design Guidelines.

The project is bisected by the intersection of 183rd Av alignment with Yuma Road. The proposed development is bounded by single family county parcels and farmland to the east with the remainder of the property being surrounded by agricultural land. There are currently planned residential neighborhoods including Paseo Place and Las Ventanas to the south, and future La Privada Parcels to the north. These future subdivisions are part of the West Goodyear Central Planning (WGCP) area.

Careful consideration has been taken to create a sense of place and social connection as part of the larger La Privada Development. La Privada Parcels 3 & 7 Phase 1 with the subsequent phases, has incorporated the necessary emergency channel into the overall trail system as open space. This channel provides both public pedestrian and equestrian trail systems to benefit both the residents and the local populace. R1-4 zoning requires a minimum of 15% open space for which this phase and the subsequent phases far exceed. For Phase 1, the 23 open space tracts total 20.75 acres accounting for over 39% of the gross acreage. The tracking /accountability of the open space tracts through Phase 1 and the subsequent phases will be provided by the Land Use Table on the final plats. The 6.5 acre centralized Community Park at the heart of La Privada will be constructed concurrently with Phase 1 per stipulation and submitted per a separate plan; it will contain such amenities as an outdoor kitchen preparation facility, a splash fountain with perimeter seating, a Fireplace/Fire Pit, and permanent game tables/areas including games such as ping pong, chess tables, cornhole, and bocci. La Privada Parcels 3 & 7 Phase 1 amenities will include enhanced seating areas, athletic courts, and amphitheater seating.

Name of Map: City of Goodyear

Description: LA Privada Phase 1 Parcel 3 & 7



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

City of Goodyear

ITEM #: 8.
DATE: 02/12/2024
AI #:1913



CITY COUNCIL ACTION REPORT

SUBJECT: AMENDING "POLICY 600 ATTENDANCE AND LEAVE"

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

SUMMARY

This request is to apply amendment to "Policy 600 Attendance and Leave" within the City of Goodyear Policy and Administrative Guidelines Manual adding the category of "Parental Leave."

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2388 AMENDING "POLICY 600 ATTENDANCE AND LEAVE" AS AN AMENDMENT TO THE "CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL." (Lyman Locket, Human Resources Director)

FISCAL IMPACT

The fiscal year 2024 budget fully funds full salary costs with an anticipation of leave use by employees. As such, any fiscal impact of Parental Leave is currently captured within the budget.

BACKGROUND AND PREVIOUS ACTIONS

Human Resources continually reviews and revises policy and guidelines to reflect the most recent labor law changes, implement best practices, and to enhance wording or provide clarity to our manual. The addition of Parental Leave aligns with contemporary workplace values, and with the objective of enhancing employee well-being while bolstering the City's ability to attract, engage and retain top talent.

STAFF ANALYSIS

Policy 600 - Attendance and Leave

This change to the Attendance and Leave policy will add the category of Parental Leave to the section that includes "Other Leave Categories."

Attachments

Policy 600 - Final

Policy 600 - Redline

Resolution 2024-2388

POLICY STATEMENT

Subject: Attendance and Leave

Origination Date: 04/01/2001

Revision Date: 06/13/2024

Policy Number: 600

Purpose

The purpose of this policy is to establish standard hours of work, holidays, vacation leave, and sick leave. In addition, this policy will establish the conditions under which city employees may be granted time off from work.

Policy

A. Hours of Work/Attendance

Department directors are responsible for establishing a schedule of regular working hours for their respective departments to ensure optimum service delivery to the citizens of Goodyear. Employees are responsible for being at their work site during their scheduled work hours.

B. Holidays

The following days shall be considered holidays for City employees:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
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6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Day
12. Floating Holiday*

*One (1) floating holiday is available to all regular full-time and part-time (half benefit) status employees each calendar year as defined in Guideline 620.

C. Vacation Leave

Vacation is provided to employees to ensure the mental and physical health and well-being of both the employee and the organization.

For employees entitled to vacation leave, accruals will accrue on a per pay period basis and will be available to use at the start of the following pay period. No employee shall take vacation leave in excess of the amount accrued. Full-time employees accrue vacation leave based upon years of credited service with

eligible Arizona government retirement systems (i.e., ASRS, PSPRS, city of Phoenix, city of Tucson):

Job Classification	Years of Service	Vacation Hours Earned per Pay Period	
		40-hour Employees	56-hour Non-MOU Employees
Full-time Regular and Trial Employees	21+ years	7.3643	10.81
	15 – 20 years	7.0571	10.38
	10 – 14 years	6.1571	9.12
	5 – 9 years	5.3	7.92
	0 – 4 years	4.3929	6.65

Regardless of years of services, the maximum accrual of vacation hours is 320 hours for forty (40) hour work week employees and 456 hours for fifty-six (56) hour work week employees. If vacation balance exceeds 456 at the end of the calendar year for 56-hour employee, up to 48 hours of the overage will be automatically cashed out. Any hours over 504 will be automatically donated to the Labor Relations Bank.

1. Vacation Accrual for Part-Time and Temporary

Regular part-time employees shall receive a prorated accrual of vacation leave benefits at $\frac{1}{2}$ the accrual rate of full-time employees. Temporary employees typically shall not accrue vacation leave. However, temporary employees working a 40 hour a week schedule for a planned duration of six (6) months or more will receive vacation leave.

2. Maximum Accrual

Hours over the maximum accrual will be lost at the end of each calendar year, unless the City Manager provides written authorization for an employee to exceed their maximum accrual.

3. Vacation Cash-In

Employees shall be allowed to cash in up to forty (40) hours [fifty-six (56) hours for sworn shift Fire], based on availability of budgeted funds, of accrued vacation leave, one time a year as determined by the City, as long as they maintain a vacation balance of eighty (80) hours 72 hours for sworn shift Fire) after the vacation leave is paid out and have taken at least forty (40) hours [fifty-six (48) hours for sworn shift Fire] of vacation leave prior to the cash in date. Payment of vacation cash-in is considered supplemental wages and is subject to I.R.S. guidelines requiring a mandatory lump sum tax withholding in addition to all other applicable taxes.

4. Change of Employee Status

When an employee is promoted, demoted or transferred, they shall not lose accrued vacation leave. However, depending on the employee's job classification, the rate at which they accrue vacation leave may change.

5. Disciplinary Action

Under circumstances of financial hardship, the City Manager or Deputy City Manager may approve requests for use of accrued vacation or compensatory time in lieu of suspension. Request must be submitted to the department director and Human Resources.

D. Sick Leave

Sick leave is provided as benefit for all employees unable to report to work because of personal illness (to prevent infection of co-workers), or whose family member becomes ill and the employee must care for the family member. Upon approval from the department director or designee, sick leave may be used to extend funeral leave (Administrative Guideline #660). It is not to be used for purposes other than those contained herein.

Sick time accruals will accrue on a per pay period basis and will be available to use at the start of the following pay period. Full-time employees (including full-time temporary employees) accrue sick leave on the following basis.

	Accrual per Pay Period	Maximum Accrual of Hours
Full-time Regular and Trial Employees	3.70 hours	Unlimited
56-hour Work Week Employees	5.18 hours	Unlimited

Part-time employees receive sick leave at half ($\frac{1}{2}$) the rate of the full-time employees.

Temporary employees who are not working full-time accrue sick leave on the following basis:

	Accrual per Pay Period per Hours Worked	Maximum Accrual of Hours	Maximum Annual Usage
Part-time Employees	0.34	Unlimited	40 hours

The maximum carryover of sick hours is 80 hours at the end of each calendar year.

1. Sick Leave Payout upon Separation

A full-time regular employee vested in the Arizona State Retirement System (ASRS) with a minimum of five (5) years of continuous service with the City and who voluntarily separate employment shall be compensated for accrued sick leave up to a maximum of 240 hours upon separation. Employees with a minimum of ten (10) years of continuous service with the City shall be

compensated for accrued sick leave up to a maximum of 480 hours upon separation regardless of reason for separation.

A full-time regular employee vested in the Arizona Public Safety Personnel Retirement System (PSPRS) with a minimum of five (5) years of continuous service with the City and who voluntarily separate employment shall be compensated for accrued sick leave up to a maximum of 240 hours [336 hours for fifty-six (56) hour employees] upon separation. A full-time regular employee vested in the Arizona PSPRS with a minimum of ten (10) years of continuous service with the City shall be compensated for 480 hours [672 hours for fifty-six (56) hour employees who work the majority of his/her last ten (10) years of service in a fifty-six (56) hour assignment] of accrued sick leave (if accrued) upon separation regardless of reason for separation.

2. Sick Leave Conversion Upon Separation

Full-time regular employees who officially retire through ASRS or PSPRS or employees who separate employment due to disability retirement or separate from employment after filing for long term disability will receive the following amount of sick leave balance that is above the noted threshold paid out in a Retirement Health Savings (RHS) account (Battalion Chiefs will be paid out in a cash out (minus applicable taxes required by the IRS) or deposited in a deferred compensation account up to the maximum IRS allowable amount) at the time of separation at the current regular hourly wage amount:

Years of Service	Percent of Sick Leave Balance above 480 hours or 672 hours (56-hour employees) to be converted to RHS
8 years	25%
10 years	35%
15 years	50%
20 years	75%

Employees who involuntarily separate employment or do not meet these eligibility requirements will not receive any sick conversion at the time of termination, and they forfeit all unused sick time.

3. Discipline

Forfeiture of accrued sick leave as a disciplinary action shall not be authorized.

4. Advanced Sick Leave

The City Manager may grant no more than ten days of advanced sick leave to a full-time regular employee. The advanced sick leave will be repaid by the employee through the normal leave accrual process or through transfer of sick leave accrual. In order to qualify for advanced sick leave, employees must be full-time regular and have exhausted all forms of paid leave; i.e., vacation, sick, compensatory time, floating holiday.

5. Promotions/Demotions/Transfers

When an employee is promoted, demoted or transferred, the employee will not lose accrued sick leave.

6. Donation of Sick Leave and Vacation Leave

The purpose of leave donation is to permit an employee to donate accrued sick or vacation leave to a central leave bank to assist another employee. This policy permits such a donation to occur when an employee has a need for additional paid leave because they have exhausted all paid leave including, but not limited to sick, vacation, comp time, and floating holidays and have a serious medical hardship or catastrophic illness or injury. The employee's need may arise from their own serious medical hardship or catastrophic illness or from their need to care for a family member who has a serious medical hardship or catastrophic illness.

In addition to employee donations, all forfeited sick leave balances will be placed in the central bank. If the donation leave bank exceeds 2,000 hours, all hours above will be retired.

7. Sick Leave Conversion to Retirement Health Savings (RHS) Account

If an employee has a sick leave balance that reaches the threshold noted below by December 30th of each year, the corresponding sick leave amount will be converted to a dollar amount and be automatically removed from the employee's sick leave bank and rolled in an RHS Account tax free:

Accrued Hours	Sick Leave RHS Conversion
240	12 hours
360	18 hours
480	24 hours
720	48 hours

The monies deposited into this account can be accessed upon separation of employment for health-related premiums and expenses. Employees covered by the IAFF Local 4005 MOU and Battalion Chiefs are not eligible for this conversion.

E. Family and Medical Leave (FMLA)

The Family and Medical Leave (FMLA) Act of 1993 and the National Defense Authority Act (NDAA) of 2008 intends to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families, and to promote national interests in preserving family integrity. To accomplish these purposes, the City will establish a process with respect to leave necessary for the medical care of employees and their families.

F. Other Leave Categories

The City shall provide a mechanism for the following types of additional leave to be available to employees:

1. Military Leave
2. Funeral or Bereavement Leave
3. Jury Duty Leave
4. Election Leave
5. Injury Leave
6. Administrative Leave
7. Crime Victims Leave
8. Fatigue Leave
9. Industrial Leave to Attend Off-Duty Appointments
10. Parental Leave

G. Unpaid Leave Categories

1. Personal Leave Without Pay

The City provides an opportunity for leave without pay for employees to deal with personal situations occurring for more than ten (10) days, but not exceeding ninety (90) days. Such leave is granted at the discretion of the department director on a case-by-case basis. The leave is unpaid, unless the employee has available vacation, sick, or other time. This policy does not cover leaves for medical reasons, which would otherwise be covered by the FMLA. Also, this policy does not cover medical leaves that may be covered by the Americans with Disabilities Act (ADA). Such leave will be covered by the City's policy regarding reasonable accommodations for employees with disabilities, which provides that in some cases an employee may be given an unpaid leave of absence as a reasonable accommodation, the length of which will be evaluated on a case-by-case basis, and may in some instances involve leave beyond ninety (90) days.

2. Furloughs

If a budget shortfall is anticipated, the City Manager has the authority to require employees to take a specified number of hours off without pay which will be designated as furlough time off. Exempt employees are considered hourly during pay periods in which furlough time is taken and accurate payroll records must be maintained of actual hours worked. Furloughs authorized by the City Manager are not subject to the discipline, grievance and/or appeals process.

H. Workplace/Telecommuting

The department director may authorize employees to work at a centralized City location, or at other sites to possibly include telecommuting. For telecommuting refer to Administrative Guideline #680. All employees must reside and work on a regular basis within the state of Arizona.

I. Emergency Leave

Under a declaration of emergency, the City Manager is authorized to grant emergency leave provisions to maintain the continuity of city operations.

POLICY STATEMENT

Subject: Attendance and Leave

Origination Date: 04/01/2001

Revision Date: ~~06/25/2023~~ 06/13/2024

Policy Number: 600

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- ~~9.10.~~ Parental Leave

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I. Emergency Leave

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RESOLUTION NO. 2024-2388

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING "POLICY 600 ATTENDANCE AND LEAVE" AS AN AMENDMENT TO THE "CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL."

WHEREAS, the Mayor and Council of the city of Goodyear, Maricopa County, Arizona are authorized to provide for the manner in which personnel policies, rules, regulations and procedures applicable to city of Goodyear employees are to be adopted.

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

SECTION 1. STATEMENT OF AUTHORITY

Article 3-3-3 of the Goodyear City Code authorizes the Mayor and City Council to adopt, by ordinance, written policies, rules, regulations and procedures to give effect to this Article.

SECTION 2. "POLICY 600 ATTENDANCE AND LEAVE" AS AN AMENDMENT TO THE "CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL"

The "Policy 600 Attendance and Leave" is hereby amended and attached hereto as "Exhibit A".

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

Resolution 2024-2338 shall be effective upon the date of its adoption.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney