



## City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

**Monday, March 4, 2024**

**5:00 PM**

**AMENDED 2/29/2024**

Mayor  
Joe Pizzillo

---

Vice Mayor  
Laura Kaino

---

Councilmember  
Sheri Lauritano

---

Councilmember  
Wally Campbell

---

Councilmember  
Bill Stipp

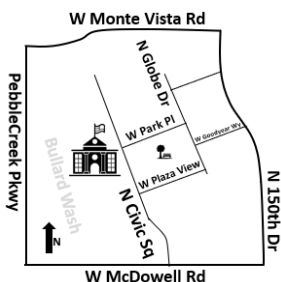
---

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](http://www.goodyearaz.gov/cityclerk)

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

**AMENDED TO ADD ITEM #10**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER HAMPTON**

**COMMUNICATIONS**

1. **THERAPEUTIC RECREATION MONTH AND THE GOODYEAR ADAPTIVE PROGRAM**

**CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR**

**CONSENT**

2. **APPROVAL OF MINUTES  
RECOMMENDATION**

Approve the draft minutes from the Regular Meeting held on February 26, 2024.  
(Darcie McCracken, City Clerk)

3. **REPLAT OF LOT 1 OF A MINOR LAND DIVISION MAP OF TRACT YY OF  
"PUEBLO VERDE"  
RECOMMENDATION**

Approve the Replat of Lot 1 of a Minor Land Division Map of Tract YY of "Pueblo Verde" subdividing approximately 3.158 acres into 2 lots subject to stipulations.  
(Marty Crossland, Deputy Director of Engineering Development)

4. **IN-KIND DONATIONS FOR PUBLIC SAFETY SERVICES  
RECOMMENDATION**

Approve request to provide in-kind fire and police public safety services during the eleventh annual sky kids day event located at the Goodyear Municipal Airport on May 11, 2024. (Paul Luizzi, Fire Chief)

5. **9-1-1 SERVICES MIGRATION TO AT&T IN THE ARIZONA DEPARTMENT OF  
ADMINISTRATION**

## **RECOMMENDATION**

Approve the City of Goodyear migration of 9-1-1 phone services to the AT&T contract for equipment, service, and NG911 data networking and authorize associated budget amendments. (Art Miller, Interim Police Chief)

### **6. GRANT ACCESS EASEMENT OVER CITY DRAINAGE CHANNEL LOCATED ON THE NORTH SIDE OF INDIAN SCHOOL RD**

#### **RECOMMENDATION**

Approve and authorize the City Manager to execute an access easement between City of Goodyear and RP PV III, a Delaware Limited Liability Company granting an access easement over a drainage channel owned by the City to provide access to lots 2 and 3 in the minor land division map of PV10 recorded in the official records of the Maricopa County Recorder. (Sarah Chilton, Deputy City Attorney)

### **7. GRANT OF AN ELECTRICAL LINE EASEMENT TO APS OVER PORTIONS OF DRAINAGE BASINS CITY ACQUIRED FOR DEVELOPMENT OF PARK FACILITIES**

#### **RECOMMENDATION**

Approve and authorize the City Manager to execute the Electrical Line Easement granting APS an easement over portions of the drainage basins owned by the City of Goodyear in exchange for the payment of \$240,362.40.(Kimberly Romero SR/WA, Real Estate Coordinator)

### **8. APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY**

#### **RECOMMENDATION**

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

### **9. MUNICIPAL SPONSORSHIP FOR 2024 GILA RIVER INDIAN COMMUNITY REVENUE SHARING GRANT PROPOSALS**

#### **RECOMMENDATION**

ADOPT RESOLUTION NO. 2024-2393 SUPPORTING THE SUBMISSION OF 2024 GRANT APPLICATIONS BY ALICE COOPER'S SOLID ROCK TEEN CENTERS, ALL FAITH COMMUNITY SERVICES, ARIZONA COMMUNITY IMPACT, G.A.S.K.I.N.S. CHARITY, NEW LIFE CENTER, AND SOUNDS OF AUTISM TO GILA RIVER INDIAN COMMUNITY AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ADMINISTER SUBSEQUENT AWARDED FUNDS, AND ANY AMENDMENTS THERETO, AS A PASS-THROUGH GRANT. (Christina Panaitescu, Community Partnerships Program Manager)

### **10. MAP OF DEDICATION OF INDIAN SCHOOL ROAD**

#### **RECOMMENDATION**

Approve the Map of Dedication for Indian School Road, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

## BUSINESS

11. **APPROVE AN AMENDMENT TO THE MULTI-PARTY AGREEMENT FOR BRINE DISPOSAL**

**RECOMMENDATION**

Approve the first amendment to the agreement to accept Municipal Brackish Water between APS, Goodyear, and Buckeye, create a new capital improvement project (61015), and approve related budget transfer of \$15,000,000 and expenditure authority of \$2,650,000. (Barbara Chappell, Water Services Director)

12. **MODIFICATION TO THE CITY'S DESIGNATION OF ASSURED WATER SUPPLY**  
**RECOMMENDATION**

ADOPT RESOLUTION NO. 2024-2391 AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE ARIZONA DEPARTMENT OF WATER RESOURCES REQUESTING A MODIFICATION OF THE CITY'S DESIGNATION OF ASSURED WATER SUPPLY. (Barbara Chappell, Water Services Director)

13. **FY2024 PAVEMENT MANAGEMENT PROJECTS**  
**RECOMMENDATION**

Approve expenditures in the amount of \$6,353,728 to complete FY2024 pavement management projects in various locations throughout the city. (Brian Harvel, Streets Superintendent)

## 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:**

March 18, 2024

Council Meeting

5:00 p.m.



## ADJOURNMENT

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

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

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

### POSTING VERIFICATION

This agenda was amended and posted on 2/29/2024 at 4:34 p.m. by VM.

ITEM #: 1.  
DATE: 03/04/2024  
AI #:1945



## **CITY COUNCIL COMMUNICATION**

**STAFF PRESENTER(S):** David Seid, Deputy Director and Lucas Parker,  
Recreation Coordinator

---

**SUBJECT:**

**THERAPEUTIC RECREATION MONTH AND THE GOODYEAR ADAPTIVE PROGRAM**

---

**Attachments**

Therapeutic Recreation Month Presentation



# Adaptive Recreation Celebrates National Therapeutic Recreation Month



The background of the entire slide is a photograph of a swimming pool. Several swimmers are visible in different lanes, separated by blue and white lane lines. In the foreground, a swimmer with a white cap and goggles is in the water. Other swimmers are further back, some creating splashes. The pool deck and some equipment are visible in the far background.

## **Goodyear Roadrunners Brand**

- New Logo and Identity

## **Goodyear Roadrunners Special Olympics**

- Swim
- Golf
- Soccer

## **Young Athletes Program for ages 3-7**

## **Fall End of Season Celebration**

**Participation: 2,196**

**Participants: 120**

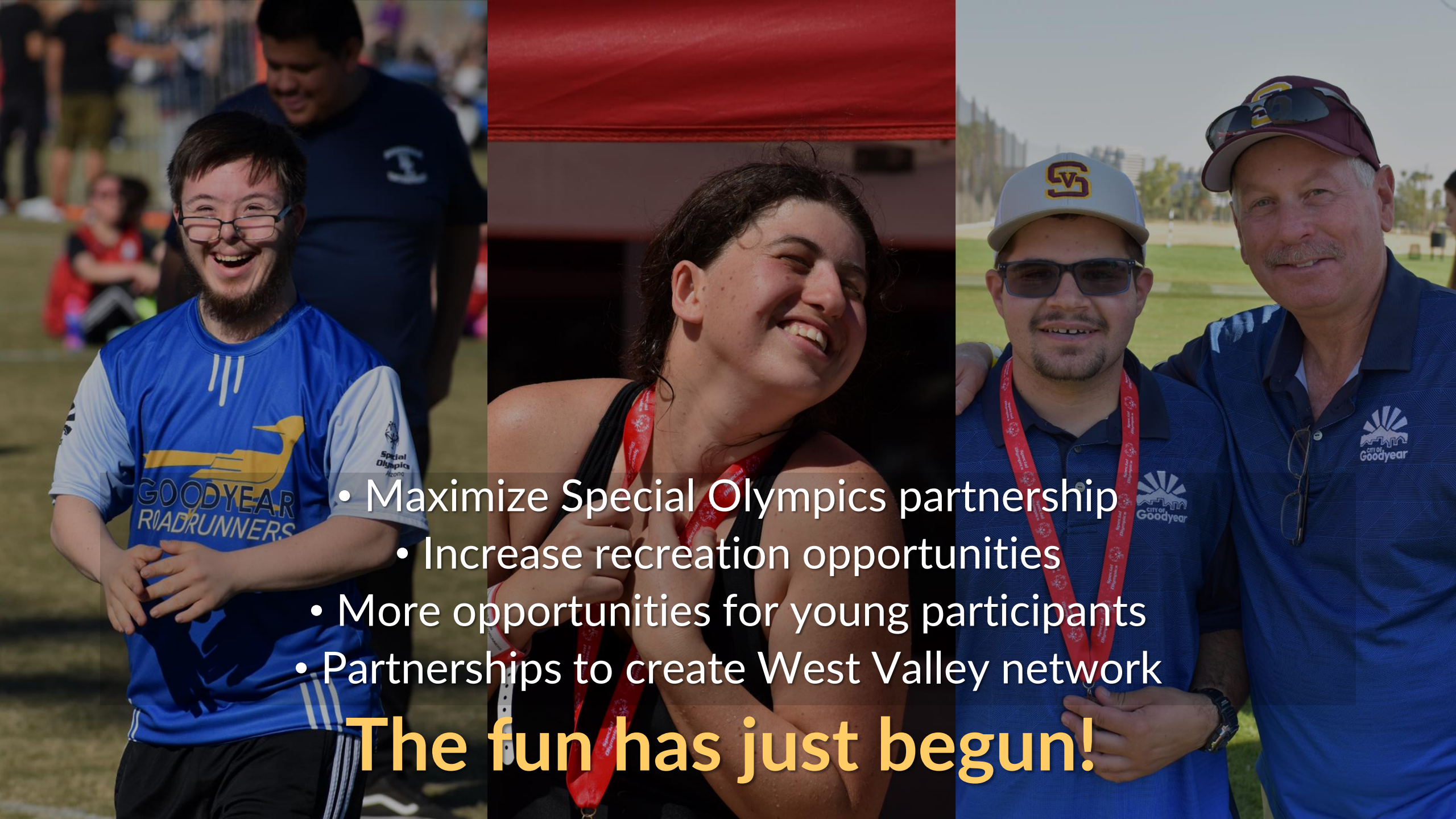
**Volunteers: 40**





**GOODYEAR**  
*ROADRUNNERS*





- Maximize Special Olympics partnership
- Increase recreation opportunities
- More opportunities for young participants
- Partnerships to create West Valley network

**The fun has just begun!**

ITEM #: 2.  
DATE: 03/04/2024  
AI #:1910



## APPROVAL OF MINUTES

---

### SUBJECT

APPROVAL OF MINUTES

### RECOMMENDATION

Approve the draft minutes from the Regular Meeting held on February 26, 2024. (Darcie McCracken, City Clerk)

---

### Attachments

February 26, 2024 Draft Regular Meeting minutes

**City Council Regular Meeting**

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



**Monday, February 26, 2024**

**5:00 p.m.**

**Meeting Minutes**

**CALL TO ORDER**

Mayor Pizzillo 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 Brannon Hampton;  
Councilmember Vicki Gillis**

Absent: **Councilmember Bill Stipp**

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

**MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Brannon Hampton to EXCUSE Councilmember Stipp. The motion carried as follows:**

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

Passed - Unanimously

**PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER CAMPBELL**

**CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR**

There were no citizen comments.

**CONSENT**

**MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Sheri Lauritano to APPROVE Consent Agenda Items 1 through 6. The motion carried as follows:**

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

Passed - Unanimously



1. **APPROVAL OF MINUTES**

Approve the draft minutes from the Regular Meeting held on February 12, 2024. (Darcie McCracken, City Clerk)

2. **AMENDMENT TO THE 2024 CALL OF ELECTIONS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2390 PROVIDING NOTICE OF A PRIMARY ELECTION ON JULY 30, 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; ORDERING THE CITY CLERK TO PUBLISH THIS CALL OF ELECTION; AND REPEALING RESOLUTION NO. 2024-2385. (Darcie McCracken, City Clerk)

3. **APPROVAL OF NEW SERIES 7 (BEER AND WINE BAR) LIQUOR LICENSE FOR SIP AT THE RANCH**

RECOMMENDATION

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 273140, a request by Jeffrey Thomas Inglin, agent of Sip at the Ranch, for a new series 7 liquor license. Sip at the Ranch is located at 17650 W Elliot Road, Ste A-105, Goodyear, AZ 85395. (Darcie McCracken, City Clerk)

4. **APPROVAL OF NEW SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE FOR VALLEY CRAFT**

RECOMMENDATION

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 279129, a request by Que Anthony Desean Quinn, agent of Valley Craft, for a new series 10 liquor license. Valley Craft is located at 15671 W Roosevelt Street, Ste 102, Goodyear, AZ 85338. (Darcie McCracken, City Clerk)

5. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR WEST VALLEY SOCIAL CLUB**

RECOMMENDATION

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 278334, a request by Ryan Anthony Chonka, owner of West Valley Social Club, for a new series 12 liquor license. West Valley Social Club is located at 633 S Estrella Parkway #105, Goodyear, AZ 85338. (Darcie McCracken, City Clerk)

6. **FINAL PLAT OF GOODYEAR CIVIC SQUARE LOT 1 AND 2**

RECOMMENDATION

Approve the Final Plat of Goodyear Civic Square Lot 1 and 2 subdividing approximately 12.33 acres into ten lots and right-of-way, subject to stipulations. (Marty Crossland, Deputy Director of Engineering Development)

7. **REZONE APPROXIMATELY 137.77 ACRES LOCATED NORTHEAST OF VAN BUREN STREET AND LITCHFIELD ROAD FROM PLANNED AREA DEVELOPMENT (PAD) TO PAD, BY ADOPTING THE “PALM VALLEY CROSSING 5TH AMENDED AND RESTATED PLANNED AREA DEVELOPMENT,” WHICH AMENDS THE LAND USE DESIGNATION OF LOT 3**

Mayor Pizzillo opened the public hearing at 5:04 p.m.

Contract Planner David Williams presented the rezone, gave an overview of the site location, and highlighted the zoning surrounding the property. Mr. Williams explained that the purpose of this rezone is to amend, restate and incorporate the various Planned Area Development (PAD) to previously adopted amendments.

There being no speakers, Mayor Pizzillo closed the public hearing at 5:14 p.m.

Council inquired as to which businesses encircle the area. Mr. Williams stated that the vicinity is surrounded by industrial use businesses, including auto dealerships and other automotive uses.

Council inquired about the landscaping requirements in the back. Mr. Williams stated that no landscaping requirements existed because the requirement had been removed previously. However, an I-10 landscape buffer will obstruct the view and reveal the fencing.

**MOTION BY Councilmember Wally Campbell, SECONDED BY Vice Mayor Laura Kaino to ADOPT ORDINANCE NO. 2024-1599 CONDITIONALLY REZONING APPROXIMATELY 137.77 GROSS ACRES LOCATED AT THE NORTHEAST CORNER OF VAN BUREN STREET AND LITCHFIELD ROAD TO PALM VALLEY CROSSING 5TH AMENDED AND RESTATED PLANNED AREA DEVELOPMENT; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The motion carried as follows:**

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

Passed - Unanimously

8. **AMENDMENT TO ZONING ORDINANCE REGULATIONS RELATED TO CHURCHES**

Mayor Pizzillo opened the public hearing at 5:14 p.m.

Interim Planning Manager Christian Williams presented the zoning ordinance amendment and special use permit for Churches. Mr. Williams said the purpose of this text amendment is to bring the city standards into conformance with Federal and State law.

There being no speakers, Mayor Pizzillo closed the public hearing at 5:16 p.m.

Council inquired about the potential impact on churches if they choose to expand. Mr. Williams stated that a Church can choose to surrender its current special use permit through an administrative procedure to expand and then comply with the new guidelines.

**MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Brannon Hampton to ADOPT ORDINANCE NO. 2024-1600, AMENDING GOODYEAR ZONING ORDINANCE ARTICLE 2-2 (DEFINITIONS) TO REVISE THE DEFINITION OF “CHURCH;” AMENDING GOODYEAR ZONING ORDINANCE ARTICLE 3 (ZONING DISTRICTS) ARTICLE 3-3 (COMMERCIAL DISTRICTS) BY REVISING THE PRINCIPAL PERMITTED USES IN PARAGRAPH A OF SECTION 3-3-1 (CO COMMERCIAL OFFICE DISTRICT) TO DELETE “CHURCHES;” CHANGING THE TITLE OF GOODYEAR ZONING ORDINANCE TITLE 4 TO “REGULATION OF PARTICULAR USES;” AMENDING GOODYEAR ZONING ORDINANCE ARTICLE 4 (NOW REGULATION OF PARTICULAR USES) ARTICLE 4-2 (USES REQUIRING ADDITIONAL EVALUATION) BY ADDING NEW SECTION 4-2-19 (CHURCHES) TO ALLOW CHURCHES AS A PRIMARY PERMITTED USE IN ALL ZONING DISTRICTS; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The motion carried as follows:**

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

Passed - Unanimously

#### **INFORMATION ITEMS**

Council reported they joined Congressman Gallego and other AMWUA cities for a water roundtable. Council asked for tools to compel companies to timely complete work in the city's roadways.

City Manager Wynette Reed shared that Goodyear Ballpark had a record-breaking attendance of over 6,000 attendees, second only to 2017, at its first 2024 Spring Training game, and celebrated the 15th anniversary of the Ballpark.

#### **FUTURE MEETINGS**

**Future meetings are tentatively scheduled as follows:**

March 4, 2024

Council Meeting

5:00 p.m.

#### **ADJOURNMENT**

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 5:23 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 February 26, 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: 03/04/2024  
AI #:1936



## CITY COUNCIL ACTION REPORT

**SUBJECT: REPLAT OF LOT 1 OF A MINOR LAND DIVISION MAP OF TRACT YY OF “PUEBLO VERDE”**

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

---

### SUMMARY

A Replat subdividing approximately 3.158 acres located at the southeast corner of S. Sarival Avenue and W. Yuma Road (the “Property”) into two (2) lots.

### STRATEGIC PLAN ALIGNMENT



### RECOMMENDATION

Approve the Replat of Lot 1 of a Minor Land Division Map of Tract YY of “Pueblo Verde” subdividing approximately 3.158 acres into 2 lots subject to stipulations. (Marty Crossland, Deputy Director of Engineering Development)

### STIPULATIONS

1. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat; and
2. In the lot table, with the final mylar, include the final total gross and net acreage adjacent to the Area Square Feet; and,
3. Prior to recordation of the Final Plat, Owner shall submit an updated title report for the property included within the Final Plat (the “Property”) and shall modify this plat to reflect the current ownership and current lender including on the final plat a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the property being platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing this final plat is authorized to do so; and,
4. Prior to the recordation of the Final Plat or the issuance of any construction permits for work within the Property, whichever is earlier, Owner shall apply to the Arizona

Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear.

## **FISCAL IMPACT**

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

## **BACKGROUND AND PREVIOUS ACTIONS**

On November 8, 2004, the Property was rezoned from Preliminary Planned Area Development (PAD) to Planned Area Development (PAD) by Ordinance No. 04-921. The Property has an underlying land use designation equivalent to the city's C-1 (Neighborhood Commercial) zoning district.

Council approved the Final Plat for Pueblo Verde, which included the Property, on March 28, 2005, and which was recorded on October 24, 2005 in Book 787 Page 14 M.C.R. The Property was included within what was identified as Tract YY on the final plat. On April 26, 2021, the City Council approved a Special Use Permit for the development of an approximately 3.8-acre convenience storage (mini-storage) on a portion of Tract YY. A Minor Land Division Map of Tract YY Per Final Plat of "Pueblos Verde" (the "MLD") was administratively approved by the City Engineer and Development Services Director and recorded in Book 1686 Page 50 M.C.R. on August 2, 2022. This minor land division subdivided Tract YY into two lots (Lot 1 and Lot 2). If developed, the mini-storage will be located on Lot 2 of the MLD.

On June 26, 2023, the city Council approved a Use Permit for a convenience use for a drive-through restaurant on an approximately 1.28-acre of Lot 1 of the MLD. The proposed replat subdivides Lot 1 of the MLD into two lots (Lots 1A and 1B). The drive-through restaurant is anticipated to be located largely on Lot 1A, if this Final Plat is approved.

Since the approval of the original preliminary plat, Tract YY, the commercial parcel has been further subdivided from a total of one (1) lot to a total of two (2) lots. If this Final Plat is approved, the original Tract YY will have been subdivided to create a total of three (3) lots, increasing the overall lot count within the overall Pueblo Verde PAD by two (2).

## **STAFF ANALYSIS**

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

---



## **Attachments**

Final Plat

Aerial

CAR

# REPLAT OF LOT 1 OF A MINOR LAND DIVISION MAP OF TRACT YY PER FINAL PLAT OF "PUEBLO VERDE"

## DEDICATION STATEMENT:

STATE OF ARIZONA )  
COUNTY OF MARICOPA )SS.

KNOW ALL MEN BY THESE PRESENTS:

THAT SEC YUMA AND SARIVAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF LOT 1 OF A MINOR LAND DIVISION MAP OF TRACT YY OF PUEBLO VERDE, ACCORDING TO BOOK 1686, PAGE 50, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, HEREBY PUBLISHES THIS REPLAT OF LOT 1 OF A MINOR LAND DIVISION MAP OF TRACT YY PER FINAL PLAT OF "PUEBLO VERDE", WHICH MODIFIES THE LOT LINES AS SHOWN HEREON AND HEREBY DECLARES THAT SAID MINOR LAND DIVISION SETS FORTH THE LOCATION AND GIVES THE DIMENSION OF THE LOTS AND EASEMENTS CONSTITUTING THE SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NAME THAT IS GIVEN TO IT ON SAID MINOR LAND DIVISION, AND HEREBY DEDICATES IN FEE ALL RIGHT TITLE AND INTEREST TO THE CITY OF GOODYEAR FOR USE AS SUCH, THE STREET RIGHT OF WAYS AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE-DESCRIBED PREMISES, PUBLIC UTILITY EASEMENTS AND SIDEWALK EASEMENTS ARE HEREBY DEDICATED TO THE CITY FOR THE PURPOSES SHOWN HEREON.

SEC YUMA AND SARIVAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN LOTS DESIGNATED AS " P.U.E., DEDICATED HEREON" AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "PUBLIC UTILITY EASEMENT AREAS"), SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, INSPECTING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND/OR REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED 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

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

IN WITNESS WHEREOF:

SEC YUMA AND SARIVAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

SEC YUMA AND SARIVAL, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: SARIVAL AND YUMA SEC, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: CAR-DEL LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, MEMBER

BY: GERMANN-GFB II, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY:

\_\_\_\_\_  
GARY D. DAVIDSON, A MARRIED MAN DEALING WITH  
HIS SOLE AND SEPARATE PROPERTY, MEMBER

BY: JM-SARIVAL AND YUMA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: J.M. MANAGEMENT COMPANY, INC., AN ARIZONA CORPORATION, MEMBER

BY:

\_\_\_\_\_  
JAMES V. WHITEHEAD, PRESIDENT

## ACKNOWLEDGEMENT

STATE OF ARIZONA )  
COUNTY OF MARICOPA )SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024,  
BY GARY D. DAVIDSON AND JAMES V. WHITEHEAD IN THEIR AFOREMENTIONED CAPACITIES ON BEHALF OF SEC YUMA AND SARIVAL, L.L.C.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST  
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

## EXISTING LEGAL DESCRIPTION:

LOT 1 OF A MINOR LAND DIVISION MAP OF TRACT YY OF PUEBLO VERDE, ACCORDING TO BOOK 1686, PAGE 50, RECORDS OF MARICOPA COUNTY, ARIZONA.

## LOT 1A LEGAL DESCRIPTION:

A PORTION OF LOT 1 OF A MINOR LAND DIVISION MAP OF TRACT YY OF PUEBLO VERDE, ACCORDING TO BOOK 1686, PAGE 50, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER (3" CITY OF GOODYEAR BRASS CAP FLUSH) OF SAID SECTION 18, FROM WHICH THE WEST QUARTER CORNER (3" CITY OF GOODYEAR BRASS CAP IN HANDHOLE) OF SAID SECTION 18 BEARS SOUTH 00°23'31" EAST A DISTANCE OF 2634.02 FEET;

THENCE SOUTH 00°23'31" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 489.78 FEET;

THENCE NORTH 89°36'29" EAST A DISTANCE OF 55.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE NORTH 00°23'31" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 142.01 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°23'31" WEST, A DISTANCE OF 239.50 FEET;

THENCE NORTH 44°44'45" EAST, A DISTANCE OF 46.56 FEET A POINT ON THE NORTH LINE OF SAID LOT 1;

THENCE ALONG SAID NORTH LINE, NORTH 89°53'00" EAST, A DISTANCE OF 196.12 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 71.60 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 35.20 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 201.37 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 192.06 FEET TO THE POINT OF BEGINNING;

## NOTES:

THESE LOTS ARE NOT PART OF A PROPOSED OR EXISTING HOA OR POA.

| LOT TABLE |            |                           |                                            |
|-----------|------------|---------------------------|--------------------------------------------|
| LOT       | AREA       | OWNER                     | PARTY RESPONSIBLE FOR PROPERTY MAINTENANCE |
| 1A        | 54,603 SF  | SEC YUMA AND SARIVAL, LLC | SEC YUMA AND SARIVAL, LLC                  |
| 1B        | 82,991 SF  | SEC YUMA AND SARIVAL, LLC | SEC YUMA AND SARIVAL, LLC                  |
| TOTAL     | 137,594 SF |                           |                                            |

## NOTES:

A. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARS 45-576 SUBSECTION B. THE CITY OF 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.

B. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

C. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

D. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.  
1. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.  
2. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.  
3. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.  
4. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.  
5. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.

E. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.  
1. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.  
2. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.  
3. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE GOOD NORMAL GROWTH.  
4. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND AN APPROXIMATE HEIGHT OF 3-INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.  
5. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREA SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.  
6. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

F. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.

G. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

H. THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.

I. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND (EXCEPTIONS ARE TO BE NOTED).

J. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

K. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES, OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

L. THIS SUBDIVISION IS SUBJECT TO THE PROVISIONS OF THE RECIPROCAL EASEMENT AGREEMENT (REA) WHICH INCLUDES PROVISIONS FOR THE USE OF AND MAINTENANCE OF A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, ACCESS DRIVES, CROSS DRAINAGE, EMERGENCY ACCESS, AND REFUSE COLLECTION ACCESS.

| INDEX OF SHEETS |             |
|-----------------|-------------|
|                 | DESCRIPTION |
| 1               | COVER SHEET |
| 2               | PLAN SHEET  |

## LOT 1B LEGAL DESCRIPTION:

A PORTION OF LOT 1 OF A MINOR LAND DIVISION MAP OF TRACT YY OF PUEBLO VERDE, ACCORDING TO BOOK 1686, PAGE 50, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER (3" CITY OF GOODYEAR BRASS CAP FLUSH) OF SAID SECTION 18, FROM WHICH THE WEST QUARTER CORNER (3" CITY OF GOODYEAR BRASS CAP IN HANDHOLE) OF SAID SECTION 18 BEARS SOUTH 00°23'31" EAST A DISTANCE OF 2634.02 FEET;

THENCE SOUTH 00°23'31" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 489.78 FEET;

THENCE NORTH 89°36'29" EAST A DISTANCE OF 55.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°23'31" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 142.01 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 192.06 FEET

THENCE NORTH 00°00'00" WEST, A DISTANCE OF 201.37 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 35.20 FEET

THENCE NORTH 00°00'00" WEST, A DISTANCE OF 71.60 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1;

THENCE ALONG SAID NORTH LINE, NORTH 89°53'00" EAST, A DISTANCE OF 189.18 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 00°00'02" WEST ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 79.99 FEET;

THENCE SOUTH 89°53'00" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00°00'25" WEST, A DISTANCE OF 170.00 FEET;

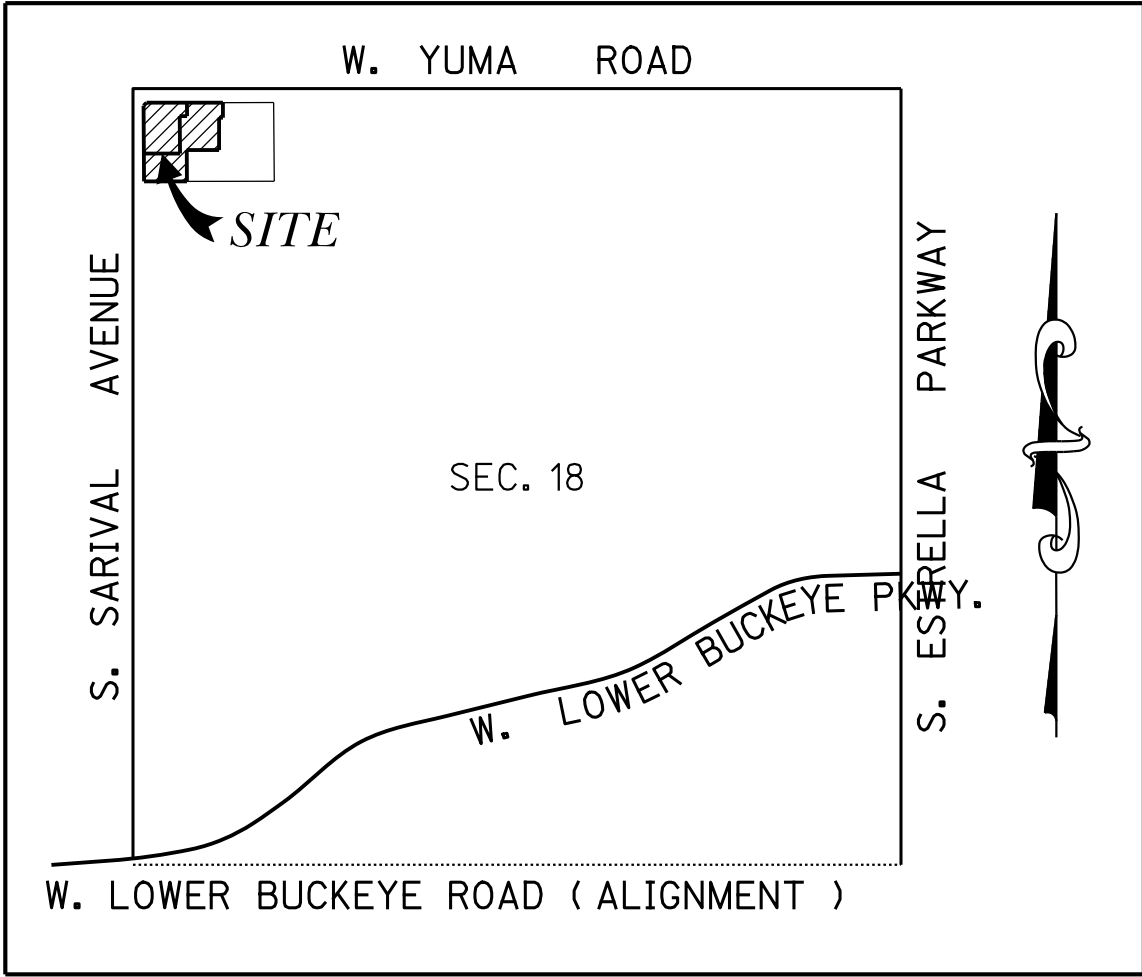
THENCE SOUTH 89°53'00" WEST, A DISTANCE OF 170.00 FEET;

THENCE SOUTH 00°00'28" EAST, A DISTANCE OF 164.52 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 89°53'00" WEST, A DISTANCE OF 225.47 FEET TO THE POINT OF BEGINNING;

## REFERENCES:

BK. 787 PG. 14  
BK. 1686 PG. 50 (R)



## VICINITY MAP

N.T.S.

## OWNER - LOT 1A:

SEC YUMA AND SARIVAL, LLC  
1110 EAST MISSOURI AVE, SUITE 700  
PHOENIX, ARIZONA 85014

CONTACT: GARY DAVIDSON  
PHONE: (602) 263-7626  
EMAIL: LISA@DMAPHX.COM

## OWNER - LOT 1B:

SEC YUMA AND SARIVAL, LLC  
1110 EAST MISSOURI AVE, SUITE 700  
PHOENIX, ARIZONA 85014

CONTACT: GARY DAVIDSON  
PHONE: (602) 263-7626  
EMAIL: LISA@DMAPHX.COM

## SURVEYOR:

3 ENGINEERING  
6370 E. THOMAS ROAD, SUITE 200  
SCOTTSDALE, ARIZONA 85251

CONTACT: JIM L OFTIS, RLS  
PHONE: (602) 334-4387

## BASIS OF BEARING:

BASIS OF BEARING IS THE MONUMENT LINE OF YUMA ROAD USING A BEARING OF NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST PER THE FINAL PLAT FOR "PUEBLO VERDE", RECORDED IN BOOK 787, PAGE 14, OF MARICOPA COUNTRY RECORDS.

## SURVEYOR CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MINOR LAND DIVISION IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR

ADDRESS: JIM L OFTIS, RLS 26404  
6370 E. THOMAS ROAD  
SUITE #200  
SCOTTSDALE, ARIZONA 85251

TELEPHONE: (602) 334-4387

## APPROVALS:

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202 \_\_\_\_.

BY: \_\_\_\_\_  
MAYOR (JOE PIZZILLO)

ATTEST: \_\_\_\_\_  
CITY CLERK (DARCIE MCCRAKEN)

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202 \_\_\_\_.

BY: \_\_\_\_\_  
CITY ENGINEER (STEVE SCINTO)

REPLAT OF  
LOT 1 OF A MINOR LAND DIVISION MAP OF  
TRACT YY PER FINAL PLAT OF "PUEBLO VERDE"  
GOODYEAR, ARIZONA

300engineering  
civil engineering  
surveying  
planning

3 ENGINEERING, LLC  
6370 E. THOMAS ROAD  
SUITE # 200  
SCOTTSDALE, ARIZONA 85251  
PHONE: (602) 334-4387  
FAX: (602) 490-3230  
WWW.3ENGINEERING.COM

DATE: 01/24/24

PROJECT NO.  
1860

SURVEYOR: J. L OFTIS  
CAD TECH: J. L OFTIS

SHEET NO.  
1 of 2



P.O.C.  
NW COR. SEC. 18 T1N R1W  
FD. 3" CITY OF GOODYEAR  
BRASS CAP FLUSH

N¼ COR. SEC. 18 T1N R1W  
FD. 3" CITY OF GOODYEAR  
BRASS CAP FLUSH

YUMA ROAD

N 89°53'00"E 2561.35' (R&M) (BASIS OF BEARING)  
473.66' (R&M)

2087.69' (R&M)

FD. 1/2" REBAR W/  
CAP #19344

N 44°44'41"E 22.57' (R)  
N 44°44'45"E 22.57' (M)

RIGHT-OF-WAY  
DEDICATED HEREON

FD. NAIL IN WASHER  
STAMPED "KLEIN 42137"

8' P.U.E.  
DEDICATED HEREON

8' P.U.E. PER  
BK. 787, PG. 14

SIGHT VISIBILITY TRIANGLE  
PER BK. 787, PG. 14

N 44°44'45"E 46.56'

WE1

WE2

WE3

WE4

WE5

PUBLIC WATER EASEMENT  
DEDICATED HEREON

LOT 1A  
54,603 SQ. FT.  
1.253 ACRES

LOT 1B  
82,991 SQ. FT.  
1.905 ACRES

10' PUBLIC UTILITY & SIDEWALK  
EASEMENT PER BK. 787, PG. 14

N 90°00'00"W 192.06'

T.P.O.B.  
LOT 1A

N 00°23'37"W 398.51' (R)  
N 00°23'31"W 398.51' (M)

142.01'

30' LANDSCAPE EASEMENT  
PER BK. 787, PG. 14

S 89°53'00"W (R&M) 225.45' (R) 225.47' (M)

T.P.O.B. LOT 1B  
SWC LOT 1  
BOOK 1686,  
PAGE 50, M.C.R.

TRACT LL  
A.P.N. 500-07-910  
2008-0676698 M.C.R.  
(NOT A PART)

LOT 5  
A.P.N. 500-07-471  
2012-1046835 M.C.R.  
(NOT A PART)

LOT 6  
A.P.N. 500-07-472  
2019-0556083 M.C.R.  
(NOT A PART)

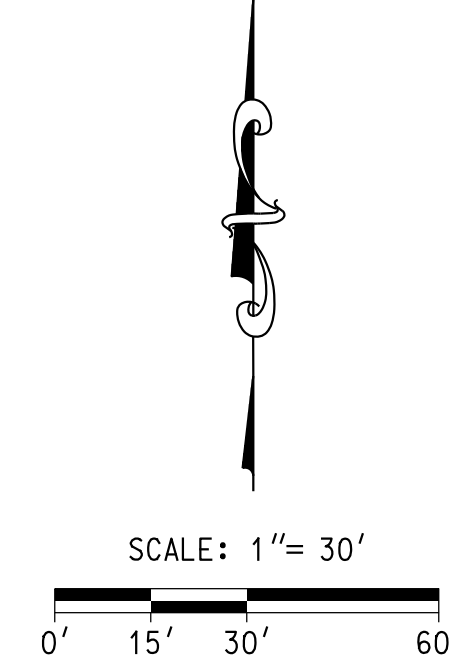
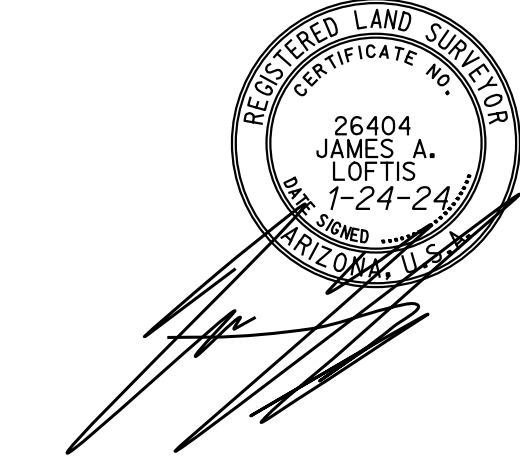
PUEBLO VERDE BK. 787, PG. 14, M.C.R.

| COURSE | BEARING     | LENGTH |
|--------|-------------|--------|
| WE1    | S00°23'31"E | 65.87' |
| WE2    | S90°00'00"E | 16.26' |
| WE3    | S00°00'00"E | 20.00' |
| WE4    | N90°00'00"W | 16.13' |
| WE5    | N00°23'31"W | 20.00' |

A.P.N. 500-07-923D  
LOT 2  
M.L.D. TRACT YY OF PUEBLO VERDE  
BK. 1686, PG. 50, M.C.R.  
(NOT A PART)

LEGEND:

- |     |                                  |          |                                              |
|-----|----------------------------------|----------|----------------------------------------------|
| ⊙   | SECTION MONUMENTATION - AS NOTED | -----    | EXISTING EASEMENT LINE                       |
| ●   | BRASS CAP - AS NOTED             | -----    | PROPOSED EASEMENT LINE                       |
| △   | SUBDIVISION CORNER - AS NOTED    | PUE      | PUBLIC UTILITY EASEMENT                      |
| ○   | FOUND MONUMENT - AS NOTED        | R/W      | RIGHT-OF-WAY                                 |
| --- | SUBDIVISION BOUNDARY             | MCR      | MARICOPA COUNTY RECORDS                      |
| --- | CENTERLINE                       | RLS      | REGISTERED LAND SURVEYOR                     |
| --- | TIE LINE                         | APN      | ASSESSOR PARCEL NUMBER                       |
| --- | PROPOSED PROPERTY LINE           | (M)      | MEASURED                                     |
| --- | EXISTING R/W LINE                | (R)      | RECORD PER BOOK 1686, PAGE 50                |
| --- | SECTION LINE                     | ●        | SET MONUMENT - 1/2" REBAR W/ CAP RLS # 26404 |
| --- | ADJACENT PARCEL LINE             | WE       | WATER EASEMENT                               |
|     |                                  | P.O.C.   | POINT OF COMMENCEMENT                        |
|     |                                  | T.P.O.B. | TRUE POINT OF BEGINNING                      |



REPLAT OF  
LOT 1 OF A MINOR LAND DIVISION MAP OF  
TRACY YY PER FINAL PLAT OF "PUEBLO VERDE"  
GOODYEAR, ARIZONA

300engineering  
surveying  
civil engineering  
planning

3 ENGINEERING, LLC  
6370 E. THOMAS ROAD  
SUITE # 200  
SCOTTSDALE, ARIZONA 85251  
PHONE: (602) 334-4387  
FAX: (602) 490-3230  
WWW.3ENGINEERING.COM

DATE: 01/24/24

PROJECT NO.  
1860

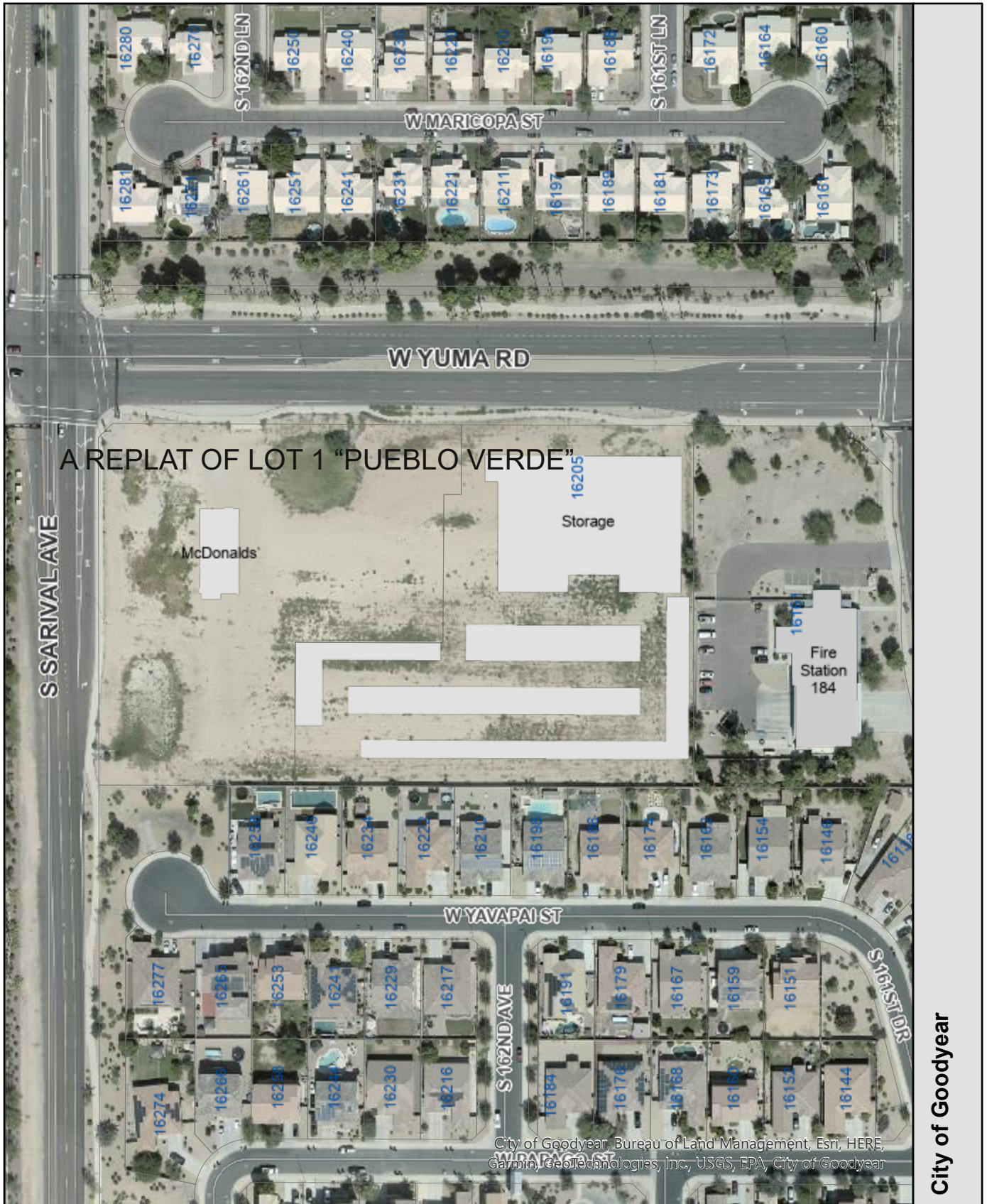
SURVEYOR: J. LOFTIS  
CAD TECH: J. LOFTIS

SHEET NO.  
2 of 2



Name of Map: City of Goodyear

Description:



City of Goodyear





## CITY COUNCIL ACTION REPORT

**SUBJECT: A REPLAT OF LOT 1 OF A MINOR LAND DIVISION MAP OF TRACT YY OF “PUEBLO VERDE”**

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

**OTHER PRESENTER(S):** N/A

**SUMMARY:** A Replat subdividing approximately 3.158 acres located at the southeast corner of S. Sarival Avenue and W. Yuma Road (the “Property”) into two (2) lots.

### STRATEGIC PLAN ALIGNMENT



### RECOMMENDATION:

Conditionally approve the Replat of Lot 1 of a Minor Land Division Map of Tract YY of “Pueblo Verde” subdividing approximately 3.158 acres into 2 lots subject to stipulations (Marty Crossland, Deputy Director of Engineering Development):

### STIPULATIONS:

1. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat; and
2. In the lot table, with the final mylar, include the final total gross and net acreage adjacent to the Area Square Feet; and,
3. Prior to recordation of the Final Plat, Owner shall submit an updated title report for the property included within the Final Plat (the “Property”) and shall modify this plat to reflect the current ownership and current lender including on the final plat a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the property being platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing this final plat is authorized to do so; and,

4. Prior to the recordation of the Final Plat or the issuance of any construction permits for work within the Property, whichever is earlier, Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear.

#### **FISCAL IMPACT:**

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

#### **BACKGROUND AND PREVIOUS ACTIONS:**

On November 8, 2004, the Property was rezoned from Preliminary Planned Area Development (PAD) to Planned Area Development (PAD) by Ordinance No. 04-921. The Property has an underlying land use designation equivalent to the city's C-1 (Neighborhood Commercial) zoning district.

Council approved the Final Plat for Pueblo Verde, which included the Property, on March 28, 2005, and which was recorded on October 24, 2005 in Book 787 Page 14 M.C.R. The Property was included within what was identified as Tract YY on the final plat. On April 26, 2021, the City Council approved a Special Use Permit for the development of an approximately 3.8-acre convenience storage (mini-storage) on a portion of Tract YY. A Minor Land Division Map of Tract YY Per Final Plat of "Pueblos Verde" (the "MLD") was administratively approved by the City Engineer and Development Services Director and recorded in Book 1686 Page 50 M.C.R. on August 2, 2022. This minor land division subdivided Tract YY into two lots (Lot 1 and Lot 2). If developed, the mini-storage will be located on Lot 2 of the MLD.

On June 26, 2023, the city Council approved a Use Permit for a convenience use for a drive-through restaurant on an approximately 1.28-acre of Lot 1 of the MLD. The proposed replat subdivides Lot 1 of the MLD into two lots (Lots 1A and 1B). The drive-through restaurant is anticipated to be located largely on Lot 1A, if this Final Plat is approved.

Since the approval of the original preliminary plat, Tract YY, the commercial parcel has been further subdivided from a total of one (1) lot to a total of two (2) lots. If this Final Plat is approved, the original Tract YY will have been subdivided to create a total of three (3) lots, increasing the overall lot count within the overall Pueblo Verde PAD by two (2).

**STAFF ANALYSIS:**

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

**ATTACHMENTS:**

1. Replat of Lot 1 of a Minor Land Division Map of Tract YY of "Pueblo Verde"
2. Aerial Map

ITEM #: 4.  
DATE: 03/04/2024  
AI #:1920



## CITY COUNCIL ACTION REPORT

**SUBJECT: IN-KIND DONATIONS FOR PUBLIC SAFETY SERVICES**

**STAFF PRESENTER(S):** Paul Luizzi, Fire Chief

---

### SUMMARY

Request to provide in-kind fire and police public safety services during the 11<sup>th</sup> Annual Sky Kids Day event, which will be held at the Lux Air Jet Centers at the Goodyear Municipal Airport on May 11, 2024.

### STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource  
Management



Sense of  
Community

### RECOMMENDATION

Approve request to provide in-kind fire and police public safety services during the eleventh annual sky kids day event located at the Goodyear Municipal Airport on May 11, 2024. (Paul Luizzi, Fire Chief)

### FISCAL IMPACT

Typical overtime costs associated with providing fire and police services during an event range from \$2,500 - \$5,000. In FY2023, the overtime costs for this event were approximately \$2,500 for fire personnel and \$2,100 for police personnel. These costs will be expended within the current fiscal year budget.

### BACKGROUND AND PREVIOUS ACTIONS

In June 2011, a small group of compassionate men and women in the aviation community had an idea to use their skills to bring a unique educational experience to Special Needs children throughout the valley.

The first Fly Day Event was April 14, 2012, at the Phoenix-Goodyear Airport where they flew almost 50 families with Special Needs children. Since that date, Sky Kids has grown to include Fly Day Events at the Scottsdale Airport and, most recently, at the Chino Airport in California. Sky Kids now enjoys flying more than 250 families with Special Needs children at these locations every year.



Sky Kids offers children with special needs an opportunity to fly in a general aviation aircraft with an expert pilot along with a parent or friend to experience the wonders and enjoyment of flight. The children will gain confidence and self-esteem by being "in command" of these amazing machines.

Sky Kids is an Arizona tax-exempt corporation and an IRS 501c (3) public charity dedicated to providing children and youths in the Valley of the Sun with special needs with the once-in-a-lifetime opportunity to build self-esteem and confidence through the unique experience of flight.

## **STAFF ANALYSIS**

A need within the Goodyear community has been identified, and this service opportunity encompasses both a sense of community and quality of life by partnering with the Sky Kids organization to help support this unique opportunity for the children who will participate. Both the fire and police departments are in favor of providing the necessary services to help make the 2024 event a success.

---

ITEM #: 5.  
DATE: 03/04/2024  
AI #:1919



## **CITY COUNCIL ACTION REPORT**

**SUBJECT: 9-1-1 SERVICES MIGRATION TO AT&T IN THE ARIZONA DEPARTMENT OF ADMINISTRATION**

**STAFF PRESENTER(S):** Art Miller, Interim Police Chief

---

### **SUMMARY**

The Arizona Department of Administration (ADOA) has established a new reimbursement program for cities to offset the costs of 911 services. The Police Department is seeking funding to implement the migration of existing 911 phone services from MR911 to the AT&T contract for equipment, service, and Next Generation 911 data networking.

### **STRATEGIC PLAN ALIGNMENT**



Quality of Life

### **RECOMMENDATION**

Approve the City of Goodyear migration of 9-1-1 phone services to the AT&T contract for equipment, service, and NG911 data networking and authorize associated budget amendments. (Art Miller, Interim Police Chief)

### **FISCAL IMPACT**

Initial one-time costs will be \$376,753, with ongoing costs of \$240,429 per year for the remainder of the five-year contract. The Arizona Department of Administration (ADOA) will be reimbursing agencies through a grant process for both one time and reoccurring costs from ADOA, resulting in a zero net impact to the city. This item will authorize a budget amendment for the one-time costs in the amount of \$373,800 that is offset with grant revenue. The ongoing costs are included in the current budget and will be modified in future year budgets as appropriate.

### **BACKGROUND AND PREVIOUS ACTIONS**

The City of Goodyear telecommunications center has been using the Maricopa Region 911 (MR911) system for emergency services communication. Goodyear, along with other agencies in the valley, are currently contracted with MR911 through the Maricopa Region contracting agent, the City of Phoenix. Over the past several years, valley telecommunications managers began to question the effectiveness and technology used by the MR911 system. As technology was rapidly progressing, MR911 was not upgrading or enhancing their services.

Due to the concerns expressed, the Maricopa Association of Governments (MAG) initiated a 911 Study Committee to evaluate the future of 911 services in the Maricopa Region. The Study Committee contracted with the company Federal Engineering to assess the regional 911 system. In June 2023, Federal Engineering submitted the final findings report to the MAG 911 Study Committee, outlining options for 911 services. The MAG 911 committee chose to migrate the valley telecommunications centers from MR911 to the State Emergency Services Internet Protocol network (ESINet) through a contract with AT&T, approving this move on January 31, 2024. This vote officially ends the services of MR911.

MR911 was previously funded directly through the Arizona Department of Administration (ADOA), with the MAG committee process being utilized to make recommendations through the Regional Council for equipment and funding decisions. With the transition to ESINet, the state is now implementing a reimbursement model for funding state 911 services. The city is required to pay AT&T directly and submit a request for reimbursement through the ADOA grant process. The grant will be managed through the ADOA grant portal (eCivis) with monthly reporting requirements and reimbursement requests. The grant process will be renewed annually.

### **STAFF ANALYSIS**

With the MAG 911 committee migration of 911 services to the AT&T contracted services, the MR911 services will cease on June 30, 2024. The move to the AT&T contract is not only beneficial, it is necessary to continue 911 services. The AT&T contract complies with all federal standards and provides the needed technologies to provide continuous emergency services, enhanced technology, and greater redundancy.

The Arizona Department of Administration (ADOA) administers the Emergency Telecommunications Services Revolving Fund for 9-1-1 with the MAG committee process being utilized to make recommendations through the Regional Council to ADOA for equipment and funding decisions. ADOA is implementing a grant reimbursement model for funding the new State 911 services. The grant will be managed through the ADOA grant portal (eCivis) with monthly reporting requirements and reimbursement requests.

---

### **Attachments**

ADOA Grant Agreement

ARIZONA DEPARTMENT OF ADMINISTRATION  
ARIZONA 9-1-1 PROGRAM  
GRANT AGREEMENT

Grant Number: ADOA-AZ911-24-B4

---

This Grant Agreement (“**Agreement**”) is between the City of Goodyear, acting as System Administrator, (“**Grantee**”), participating and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**”), (sometimes, individually, a “**Party**,” or collectively, “**Parties**”).

**AUTHORIZATION**

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

**BACKGROUND**

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

**PURPOSE OF THE AGREEMENT**

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

**TERM, EFFECTIVE DATE, AND Termination**

4. Term and Effective Date: This Agreement will commence on January 1, 2024 and terminate on June 30, 2024. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

**OBLIGATIONS OF THE PARTIES**

5. Responsibilities of the Grantee:
  - 5.1. Grantee agrees that grant funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines and special conditions. ADOA supports the use of these funds in accordance with the ARS § 41-704 for activities such as:
    - 5.1.1. Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support
    - 5.1.2. Facilitate the migration of the State’s PSAPs to the Next Generation of 9-1-1 capability
    - 5.1.3. Migration to an Emergency Services IP-enabled (ESINet) network
    - 5.1.4. Establishment of IP-backbone networks, connectivity, and application layer software infrastructure needed to interconnect the multitude of emergency response organizations statewide
    - 5.1.5. Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.
    - 5.1.6. The National Emergency Number Association (NENA) defines NG9-1-1 as: “An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected



communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations.”

- 5.2. Grantee agrees that the following activities will be reimbursed only through Administrative Cost and subject to the aggregate limitation on such costs:
- 5.2.1. Personnel. Costs associated with administrative oversight of managing local contracts and technical support. Costs associated with GIS coordinator, if it is an employee of the System Administrator’s agency.
  - 5.2.2. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.
  - 5.2.3. Travel. Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions. Travel costs will only be reimbursed based on the State rate per diem identified in SAAM 50.
  - 5.2.4. Supplies. Costs associated with supplies related to System Administration functions.
  - 5.2.5. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.
- 5.3. Grantee agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
- 5.4. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 5.5. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.
- 5.6. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.
- 5.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 5.8. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.
- 5.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
- 5.10. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- 5.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.
- 5.12. Required activity and financial reports are submitted according to the following schedule(s):

|  |                         |                  |
|--|-------------------------|------------------|
|  | <b>ACTIVITY REPORTS</b> |                  |
|  | <b>Report Due:</b>      | <b>Due Date:</b> |
|  | GIS Accuracy Report     | June 25, 2023    |

\*More frequent reports may be required for GRANTEES who are considered high risk.

6. Responsibilities of the State:

- 6.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed \$376,753 in state funds.
- 6.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.
- 6.3.

| APPROVED LINE ITEM PROGRAM BUDGET |                     |
|-----------------------------------|---------------------|
| Personnel                         | \$0.00              |
| Fringe Benefits                   | \$0.00              |
| Travel                            | \$0.00              |
| Equipment                         | \$0.00              |
| Supplies                          | \$0.00              |
| Contractual/Outside Services      | \$370,565.00        |
| Construction                      | \$0.00              |
| Other Costs                       | \$6,188.00          |
| <b>Total</b>                      | <b>\$376,753.00</b> |

**UNIFORM TERMS AND CONDITIONS**

7. Grant Administration and Operation

- 7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other “records” relating to the acquisition and performance of the agreement for a period of five (5) years after the completion of the award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.
- 7.2. Non-Discrimination. The grantee shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.
- 7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities, and the grantee’s processes or services, at reasonable times for inspection of the facilities or Materials covered under this award as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees facilities nor Materials testing shall constitute final acceptance of the Materials or Services.

- 7.5. Advertising, Publishing and Promotion of Award. The grantee shall not use, advertise or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.
8. Federal Immigration and Nationality Act. Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the award. The State shall retain the right to perform random audits of grantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.
9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
- 10.1.1. Accept a decrease in award offered to the grantee;
  - 10.1.2. Cancel the award; or
  - 10.1.3. Cancel the award and re-solicit the requirements.
11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Grantee further warrants that its key personnel will maintain any and all certifications relevant to their work, and grantee shall provide individual evidence of certification to State's authorized representatives upon request.
12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the Grants Administrator determines that grantee submitted an application with a false statement, or makes material misrepresentations during the performance of the award, the Grants Administrator may determine that grantee has materially breached the agreement and may void the submitted application and any resulting agreement.
13. Agreement Termination
- 13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.
  - 13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
14. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

15. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).
16. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
18. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
19. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.
20. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
21. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
22. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
23. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
24. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
25. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
26. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
27. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
28. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

29. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

30. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration  
Arizona 9-1-1 Program  
100 North 15<sup>th</sup> Avenue, Suite 302  
Phoenix, AZ 85007  
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

City of Goodyear (Goodyear Police Department)  
1900 N Civic Square  
Goodyear, AZ 85395  
**ATTENTION: Roric Massey**



Arizona Department of Administration  
**Arizona 9-1-1 Program**

**GRANT AGREEMENT CONTINUATION SHEET  
SPECIAL CONDITION(S)**

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.
2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.
3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.
4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: <https://gao.az.gov>
5. GRANTEE agrees to share GIS data, at minimum, once per quarter (4) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.
6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.
7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.  
**FOR GRANTEE:**

|                      |       |
|----------------------|-------|
| _____                | _____ |
| Authorized Signatory | Date  |

|                        |
|------------------------|
| _____                  |
| Printed Name and Title |

|                                                              |       |
|--------------------------------------------------------------|-------|
| _____                                                        | _____ |
| Additional signature(s) if required by political subdivision | Date  |

|                        |       |
|------------------------|-------|
| _____                  | _____ |
| Printed Name and Title | Date  |

**FOR ARIZONA DEPARTMENT OF ADMINISTRATION:**

|                                      |       |
|--------------------------------------|-------|
| _____                                | _____ |
| Arizona 9-1-1 Program                | Date  |
| Arizona Department of Administration |       |

Attest:

Approved as to Form:

---

Darcie McCracken, City Clerk

---

Roric Massey, City Attorney

ITEM #: 6.  
DATE: 03/04/2024  
AI #:1933



## CITY COUNCIL ACTION REPORT

**SUBJECT: GRANT ACCESS EASEMENT OVER CITY DRAINAGE CHANNEL  
LOCATED ON THE NORTH SIDE OF INDIAN SCHOOL RD**

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

---

### SUMMARY

Grant an access easement over an existing drainage channel located on the north side of Indian School owned by the City to provide access to two lots generally located at the northeast corner of Indian School Road and North Sarival Avenue.

### STRATEGIC PLAN ALIGNMENT



### RECOMMENDATION

Approve and authorize the City Manager to execute an access easement between City of Goodyear and RP PV III, a Delaware Limited Liability Company granting an access easement over a drainage channel owned by the City to provide access to lots 2 and 3 in the minor land division map of PV10 recorded in the official records of the Maricopa County Recorder. (Sarah Chilton, Deputy City Attorney)

### FISCAL IMPACT

No fiscal analysis has been prepared for the impact of the granting of the easement, but any impact to the City for encumbering its property will be de minimis as the easement is merely providing access from Indian School over a city-owned drainage channel.

### BACKGROUND AND PREVIOUS ACTIONS

The City owns Tract C of the Final Plat for Palm Valley Phase V Parcels 18-22 recorded in the Official Records of the Maricopa County at Book 727 Page 23 (Instrument 2006-154340), which is used as a drainage channel for the conveyance of water flows (the "Drainage Channel"). The Drainage Channel is located on the north side of Indian School Road and access from Indian School Road to property fronting the Drainage Channel requires an access easement from the City.

On November 14, 2022 Council approved a use permit for the development of a McDonald's

restaurant on approximately 1.5 acres of a larger parcel owned by RP PV III, LLC, a Delaware limited liability company generally located at the northeast corner of Sarival Avenue and Indian School Road. On November 22, 2022, the Minor Land Division Map of PV10, which had been administratively approved, was recorded in the official records of the Maricopa County Recorder in Book 1706 Page 50 (Instrument 2022-0852677) (the "MLD"). Lots 2 and 3 of the MLD front the Drainage Channel and an access easement is required allowing these two lots to be accessed from Indian School Road. The MLD created three (3) lots. The McDonald's that is being developed pursuant to the Use Permit granted on November 14, 2022 is being constructed on Lot 2 of the MLD, which is driving the need for the access easement at this time.

## **STAFF ANALYSIS**

Staff is recommending granting an Access Easement to RP PV III, LLC, a Delaware Limited Liability Company over a portion of the Drainage Channel. The granting of the easement will not impact the operations of the drainage channel, and because the city property is solely used as a drainage channel, the impact of granting the access easement on the value of the Drainage Channel is de minimis. Granting this easement will facilitate the development of a McDonald's restaurant for which a use permit was previously granted by the mayor and council of the City of Goodyear. The property owner, at its sole cost and expense, will be installing the drainage and access improvements to provide needed access to Lots 2 and 3, pursuant to plans approved by the City Engineer or his designee.

---

## **Attachments**

Access Easement w/ Exhibit A



When recorded return to:

City of Goodyear  
City Clerk / KR  
1900 N. Civic Square  
Goodyear, Arizona 85395  
QS-026C

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

### ACCESS EASEMENT

This Access Easement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between **City of Goodyear, an Arizona municipal corporation** (the "City") **RP PV III LLC, a Delaware limited liability company** ("RP PV III"). (Collectively the City and RP PV III are referred to as the "Parties")

### RECITALS

WHEREAS, the City owns certain real property legally described as Tract C of the Final Plat for Palm Valley Phase V Parcels 18-22 recorded in the official records of the Maricopa County Recorder at Book 727 Page 23 (Instrument No. 2005-154340) (the "City Property"); and

WHEREAS, the City Property is intended for use as a drainage channel for the conveyance of water flows; and

WHEREAS, RP PV III owns certain real property located in the City of Goodyear described as Lots 2 and 3 in the Minor Land Division Map of PV10 recorded in the official records of the Maricopa County Recorder in Book 1706, Page 50 (Instrument 2022-0852677) ("Lots 2 and 3"); and

WHEREAS, to provide two required points of access into and out of Lots 2 and 3, RP PV III requires access to and from West Indian School Road through a portion of the City Property for vehicular access by owners of the Lots 2 and 3 in the Minor Land Division Map of PV10, their tenants, employees, contractors, agents, representatives, customers, and invitees and by emergency service providers; and

WHEREAS, subject to the terms and conditions set forth herein, including the requirement that the easement granted herein is subordinate to the City's use of the City Property as a drainage channel, the City has agreed to provide an Access Easement over a portion of the City Property.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to the City, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

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

2. **DEFINITIONS:** Capitalized Terms not defined in the foregoing Recitals or elsewhere in this document are defined as follows.

2.1. Access Improvements means the improvements identified in the Improvement Plans for McDonald's Goodyear, Arizona approved by the City Engineer on January 8, 2024, a copy of which is on file with the City, to be constructed within the Easement Area as such plans may be amended or replaced and approved by the City Engineer, which improvements currently include, but not limited to paving, headwalls, storm drain pipes and river rock.

2.2. Benefitted Property means Lots 2 and 3 in the Minor Land Division Map of PV10 recorded in the official records of the Maricopa County Recorder in Book 1706, Page 50 (Instrument 2022-0852677);

2.3. Burdened Property means the Easement Area

2.4. City Engineer means the person designated by the City Manager of the City of Goodyear as the City Engineer for the City of Goodyear or his/her designee.

2.5. Easement Area means the property legally described in Exhibit "A" attached hereto and incorporated herein by this reference.

2.6. Grantee means RP PV III, LLC, a Delaware limited liability company and its Successors and Assigns.

2.7. Grantor means the City of Goodyear, an Arizona municipal corporation.

2.8. Maintenance Obligations means those obligations described in 6.1 below.

2.9. Successors and Assigns means any person or entity that succeeds to any interest in all or part of the Benefitted Property and/or the Easement Property.

3. **EASEMENT.** Subject to the terms and conditions set forth herein, City of Goodyear, an Arizona municipal corporation hereby grants and conveys to Grantee, in its capacity as the owner of the Benefitted Property a perpetual, non-exclusive Access Easement on, over, across, and under the Easement Area for the following purposes: (i) to enter construct, maintain, operate, inspect, repair, replace, and/or remove Access Improvements; and (ii) to provide vehicular ingress and egress over, across and through the Easement Area by the

owner(s) of the Benefitted Property, their tenants, employees, contractors, agents, representatives, customers, and invitees ("Public Access"). The Access Easement granted herein is appurtenant to the Benefitted Property for the benefit of the owner(s) of the Benefitted Property.

4. **EASEMENT LIMITATIONS.** The easement granted herein is subordinate to the City's use of the City Property, including the Easement Area, as a drainage channel for the conveyance of water flows. Grantee shall not impede the flow of water over, under, or through the Easement Area.

5. **EFFECTIVE DATE.** This Access Easement shall become effective on the date it is recorded in the Official Records of the Maricopa County Recorder.

6. **GRANTEE'S DUTIES AND OBLIGATIONS.** For as long as this Access Easement is in effect, Grantee shall comply with the following:

6.1. **Operations and Maintenance.** Grantee shall have the duty to operate and maintain the Access Improvements constructed within the Easement Area in good condition, repairing and/or replacing the Access Improvements as needed to provide for safe ingress and egress to the Benefitted Properties and so as not to impede the follow of water flows through the Easement Area.

6.2. **Insurance.** Grantee shall maintain the following liability insurance coverages:

6.2.1. Commercial General Liability insurance with a limit of not less than \$1,000,000, per occurrence for bodily injury and property damage, \$2,000,000 per occurrence for products and completed operations, and \$2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products/completed operations, contractual covering, personal injury/bodily injury, property damage, but not limited to, the liability assumed under the indemnification provisions of this Access Easement, which coverage will be at least as broad as the most current version of the Insurance Services Office Commercial General Liability Coverage Form CG )) 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability. Such insurance shall be endorsed to include Grantor as an additional insured under such policy, and such insurance shall be primary insurance and not contributory with any insurance maintained by Grantor. Grantee shall provide Grantor a certificate of insurance for the Commercial General Liability insurance policy, which shall expressly cover the indemnification obligations of indemnification required by this Access Easement and that provides for Grantor to receive advance written notice from the insurer prior to any termination of the insurance policy. A general liability insurance policy may not be written on a 'claims made' basis.

6.2.2. Umbrella/Excess Liability. Grantee shall maintain Umbrella and Excess Liability insurance with a limit of not less than \$3,000,000 per occurrence combined limit Bodily Injury and Property Damage. that "follows form" and applies in excess of the



Commercial General Liability and Employer's Liability as required above. Grantee shall provide Grantor a certificate of insurance for the Umbrella and Excess Liability insurance policy, which shall that provides for Grantor to receive advance written notice from the insurer prior to any termination of the insurance policy. The Umbrella and Excess Liability insurance policy may not be written on a 'claims made' basis.

6.3. **Indemnification.** Grantee shall defend and hold harmless Grantor, its elected officials, officers, directors, employees, agents and representatives (the "Indemnified Party") for, from and against any losses, claims, damages, liability costs and expenses, including, but not limited to, reasonable attorneys' fees, court costs and the cost of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or action in respect thereof) relate to, arise out of, or are caused by, in whole or in part, or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, of Grantee in connection with its use of the Easement Area and/or its obligations under this Access Agreement.

7. **FAILURE TO PERFORM MAINTENANCE.** If Grantee fails to satisfy its Maintenance Obligations, Grantor shall have the right, but not the obligation to maintain, repair, and/or replace the Access Improvements. If Grantor exercises this right, Grantor shall be entitled to recover from Grantee the costs Grantor incurred in maintaining, repairing, and/or replacing the Access Improvements and for all expenses, including, without limitation, reasonable attorney fees, incurred by the Grantor in recovering such costs.

8. **GRANTOR'S RESERVATION.** The easement conveyed herein is non-exclusive, and Grantor reserves for itself, its successors and assigns, all such rights and privileges in the Easement Area that are not inconsistent with the rights conveyed herein and that do not, modify, interfere with or endanger the Access Improvements constructed within the Easement Area including the right to grant additional non-exclusive easements within the Easement Area.

9. **COUNTERPARTS.** This Access 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.

10. **COVENANT RUNNING WITH THE LAND.** The Access Easement granted herein constitutes a covenant running with the land and is binding upon Grantee and all successors and assigns in interest or title to all or part of the Benefitted Property and is binding upon Grantor and successors and assigns in interest or title to all or part of the Easement Area.

*Signatures, Acknowledgements and Exhibit(s) Continued on the Following Pages*

IN WITNESS WHEREOF, this Access Easement is executed this \_\_\_\_ day of February 2024.

**GRANTOR:**

CITY OF GOODYEAR, an Arizona municipal corporation

By: \_\_\_\_\_  
Wynette Reed

Its: City Manager

State of Arizona       )  
                                  )ss.  
County of Maricopa    )

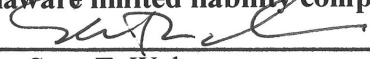
The foregoing (Access Easement) was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by Wynette Reed, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

*Signatures, Acknowledgements and Exhibit(s) Continued on the Following Pages*

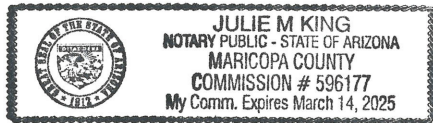
**GRANTEE:**

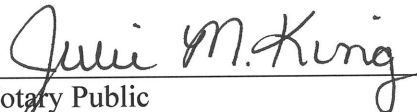
**RP PV III LLC,  
a Delaware limited liability company**

  
By: Sean T. Walters  
Its: Authorized Representative

State of Arizona )  
                                  )ss.  
County of Maricopa)

The foregoing Access Easement was acknowledged before me this 15<sup>th</sup> day of February 2024 by Sean T. Walters, as Authorized Representative of RP PV III LLC, a Delaware limited liability company, on behalf of said entity.



  
Notary Public

*Exhibit(s) on Following Page(s)*



**EXHIBIT “A”**

**ACCESS EASEMENT LEGAL DESCRIPTION ON FOLLOWING PAGES**



January 24, 2024  
3 Engineering Job No. 1953

**ACCESS EASEMENT  
LEGAL DESCRIPTION**

A portion Tract C of the **FINAL PLAT FOR PALM VALLEY PHASE V, PARCELS 18-22**, recorded in Book 727 of Maps, Page 23, records of Maricopa County Recorder located in the Southwest quarter of Section 19, Township 2 North, Range 1 West of the Gila and Salt River base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 19;  
Thence South 89 Degrees 19 Minutes 08 Seconds East along the South line of said Southwest quarter, 72.19 feet;

Thence North 00 Degrees 40 Minutes 52 Seconds East, 107.00 feet to the South line of said Tract C;

Thence North 44 Degrees 32 Minutes 08 Seconds West, 29.81 feet to the West line of said Tract C;

Thence North 00 Degrees 14 Minutes 52 Seconds East along said West line, 49.00 feet to the Northwest Corner of said Tract C;

Thence South 89 degrees 19 Minutes 08 Seconds East along the North line of said Tract C, 397.74 feet to the **TRUE POINT OF BEGINNING**;

(The following 3 courses run along said North line)

Thence continuing South 89 Degrees 19 Minutes 08 Seconds East along said North line, 32.24 feet;

Thence South 00 Degrees 40 Minutes 52 Seconds West, 10.00 feet;

Thence South 89 Degrees 19 Minutes 08 Seconds East, 8.88 feet;

Thence South 00 Degrees 00 Minutes 00 Seconds West, 47.63 feet;

Thence South 50 Degrees 11 Minutes 40 Seconds East, 35.47 feet to the South line of said Tract C;

Thence North 89 Degrees 19 Minutes 08 Seconds West along said South line, 88.80 feet;

Thence North 50 Degrees 11 Minutes 40 Seconds East, 26.75 feet

Thence North 00 Degrees 00 Minutes 00 Seconds East, 62.64 feet to the **POINT OF BEGINNING**.

# W. CHARLES BOULEVARD

APN 501-62-881A  
LOT 1 OF MINOR  
DIVISION MAP  
OF PV10 RECORDED AS  
BK.1706, PG. 50, M.C.R.

| LINE TABLE |             |          | LINE TABLE |             |          |
|------------|-------------|----------|------------|-------------|----------|
| NO.        | BEARING     | DISTANCE |            | BEARING     | DISTANCE |
| L1         | S89°19'08"E | 32.24'   | L7         | N50°11'40"E | 26.75'   |
| L2         | S00°40'52"W | 10.00'   | L8         | N00°00'00"E | 62.64'   |
| L3         | S89°19'08"E | 8.88'    |            |             |          |
| L4         | S00°00'00"W | 47.63'   |            |             |          |
| L5         | S50°11'40"E | 35.47'   |            |             |          |
| L6         | N89°19'08"W | 88.80'   |            |             |          |

N. SARIVAL AVENUE

52'  
R/W

APN 501-62-881B  
LOT 2 OF MINOR  
DIVISION MAP  
OF PV10 RECORDED AS  
BK.1706, PG. 50, M.C.R.

APN 501-62-881C  
LOT 3 OF MINOR  
DIVISION MAP  
OF PV10 RECORDED AS  
BK.1706, PG. 50, M.C.R.

APN 501-62-860

APN 501-62-859

APN 501-62-858

APN 501-62-857

APN 501-62-856

APN 501-62-855

PALM VALLEY  
PHASE V PAR 18-22  
BK 727 PG 23

NW COR  
TRACT C

T.P.O.B.

N00°14'52"E 49.00'  
S89°19'08"E 397.74'  
N44°32'08"W 29.81'  
APN 501-62-868  
TRACT C  
BK.727, PG. 23

L1  
L2  
L3  
L4  
L5  
L6  
L7  
L8

N. LINE  
TRACT C

S. LINE TRACT C  
65'  
R/W

W. INDIAN SCHOOL ROAD

72.19'

P.O.C.  
SWC SEC. 19  
T2N, R1W

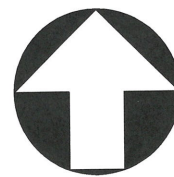
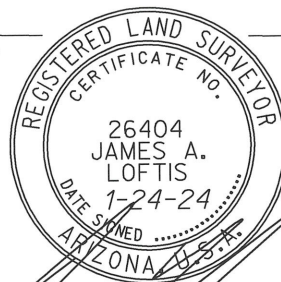
S89°19'08"E 2,567.88'

S1/4 COR.  
SEC. 19  
T2N, R1W

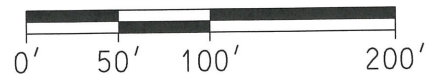
## LEGEND

T.P.O.B. INDICATES TRUE POINT  
OF BEGINNING

P.O.C. INDICATES POINT  
OF COMMENCEMENT



SCALE: 1"=100'



McDONALD'S  
ACCESS EASEMENT

EXHIBIT "A"

**3e engineering**  
planning civil engineering surveying

3 ENGINEERING, LLC  
6370 E. THOMAS ROAD, SUITE # 200 - SCOTTSDALE, ARIZONA 85251  
PHONE: (602) 334-4387 - FAX: (602) 490-3230  
WWW.3ENGINEERING.COM

|          |             |
|----------|-------------|
| DATE:    | PROJECT NO. |
| 01/24/24 | 1953        |

ITEM #: 7.  
DATE: 03/04/2024  
AI #:1939



## CITY COUNCIL ACTION REPORT

**SUBJECT: GRANT OF AN ELECTRICAL LINE EASEMENT TO APS OVER  
PORTIONS OF DRAINAGE BASINS CITY ACQUIRED FOR DEVELOPMENT  
OF PARK FACILITIES**

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

---

### SUMMARY

APS has requested that the City grant it an Electrical Line Easement over portions of City-owned properties ("City Parcels"). The Electrical Line Easement that APS has offered to purchase from the City, is part of their Three Rivers 230kV Transmission Line project to upgrade electric service in the Goodyear area. Construction of the new 230,000-volt electric transmission line will ensure greater reliability of their electrical system and provide for future growth.

### STRATEGIC PLAN ALIGNMENT



Quality of Life

### RECOMMENDATION

Approve and authorize the City Manager to execute the Electrical Line Easement granting APS an easement over portions of the drainage basins owned by the City of Goodyear in exchange for the payment of \$240,362.40.(Kimberly Romero SR/WA, Real Estate Coordinator)

### FISCAL IMPACT

APS is compensating the City of Goodyear \$240,362.40 for the Electrical Line Easement that is to be granted to APS. Upon receipt of the funds, the easement will be signed and recorded. Immediately after recording, a copy of the recorded easement will be emailed to the APS representative, and the original easement mailed to APS. It is the sole responsibility of APS to install, operate, and maintain their facility at no cost to the City.

### BACKGROUND AND PREVIOUS ACTIONS

The City of Goodyear owns parcels (500-04-979B, 500-04-979A, 500-04-004V, 500-04-004U, 500-03-006Z, 500-03-006Y and 500-03-004W) which are located north of the I-10 between Bullard Avenue and Dysart Road. The property was acquired from Maricopa County Flood Control District for the development of public park facilities. City staff is currently working with a designer for the development of the site, which is currently vacant.

APS submitted an offer to acquire an easement for the installation and operation of high-voltage electrical lines as part of its Three Rivers 230kV Transmission Line Project. The property is encumbered by various easements, agreements, and deed restrictions that reserve the property for flood control purposes and the property is intended to be developed with public park facilities. Because of the existing encumbrances and the city's plans for the property required, city and APS staff engaged in substantial negotiations regarding the location of the easement, certain requirements and limitations on the part of APS with respect to the improvements constructed within the Easement Area, and certain requirements and limitations on the part of the City with respect to the park facilities constructed within the Easement Area. After much consideration and discussion with City staff, including representatives from the parks department, the City Manager's office, real estate and the legal department, and APS representatives, an agreement was reached that will minimize any conflicts with the design and amenities of the future park facilities and the existing encumbrances on the property.

## **STAFF ANALYSIS**

Staff is recommending acceptance of the offer and granting of the Electrical Line Easement to APS over portions of the City Parcels aforementioned. The granting of the easement will have no impact on the value of the City's property because the existing encumbrances limit the use of the parcels to open space and park facilities and the terms of the easement preserve the city's right to develop park facilities within its property. The grant of this easement will facilitate the installation of the APS overhead electric lines, at its sole cost and expense.

---

## **Attachments**

Electric Line Easement with Exhibits



When recorded return to:

City of Goodyear  
City Clerk / KR  
1900 N. Civic Square  
Goodyear, Arizona 85395  
QS 058A, 058B, 059A, 059B

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

N2 04 1N 1W, N2 03 1N 1W  
33.458741, -112.360697 & 33.458713, -112.352869  
500-04-979A, 004U & 500-03-  
006Z, 006Y, 004W WE014836  
CDJ/MJB

### **ELECTRICAL LINE EASEMENT**

**THE CITY OF GOODYEAR**, a municipal corporation and political subdivision of the State of Arizona, (hereinafter called "Grantor"), is the owner of the real property located in Maricopa County, Arizona, and described in Exhibit A attached hereto and incorporated herein (hereinafter called "Grantor's Property"):

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), a non-exclusive Electrical Line Easement over, under, through and across the real property described in Exhibit B, attached hereto and incorporated herein, (herein called the "Easement Premises") for the purposes described herein and subject to the terms and conditions set forth herein.

This Electrical Line Easement shall be a permanent easement for use solely by Grantee and solely for the installation, maintenance, repair, replacement, reconstruction and operation of overhead high voltage electrical transmission lines needed to transmit 230kV of electricity through, over, across, and beyond the Easement Premises by Grantee and solely for the installation, maintenance, repair, replacement, reconstruction, and operation of appurtenances required for the installation, maintenance, repair, replacement, reconstruction, and operation of such 230kV lines, which may include towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, crossarms, braces, and transformers, and foundations (said high voltage electrical

transmission lines and appurtenances collectively herein called "Grantee Facilities") provided the Grantee Facilities do not interfere with Grantor's use of the Grantor's Property as described below. Down guys/anchorage shall not be installed within the Easement Premises on a permanent basis as they will interfere with Grantor's use of Grantor's Property as described below; but they may be used during the construction of Grantee's Facilities. All high voltage electrical transmission lines installed within the premises shall be located a minimum of 55 feet above ground level measured at its lowest point. Grantee is expressly prohibited from permitting others to use the Easement Premises for additional facilities jointly with or separately from the Grantee for their purposes.

The Electrical Line Easement granted herein is also subordinate and subject to all existing easements, rights-of-way, encumbrances, liens, covenants, conditions, use restrictions, reservations in deeds, and other matters as may appear of record as they apply to Grantor's Property, including the Easement Premises, which includes, but is not limited to those documents identified in the Owner's Policy of Title Insurance, attached hereto as Exhibit C and incorporated herein by this reference. If the Grantee Facilities conflict with any of the rights in any of the foregoing, Grantee shall, at Grantee's sole cost and expense, relocate the Grantee Facilities as needed to eliminate such conflict.

The Electrical Line Easement granted herein is subordinate to the use of Grantor's Property, including the Easement Premises, for drainage and flood control purposes. Grantor's Property, including the Easement Premises shall be used only in such a manner that it shall not interfere with any and all drainage and flood control purposes, and Grantor's Property shall continue to serve as a permanent flood control feature with sufficient capacity to accommodate drainage from Interstate Highway 1-10 and to accommodate 500-year 24-hour storm drainage coming from the watershed and to accommodate drainage flows from the City of Goodyear, the City of Avondale, the City of Litchfield Park and other parties pursuant to existing recorded instruments conveying drainage rights such as easements, reservations in deeds, and intergovernmental agreements, which includes, but is not limited to, those documents identified in the Owner's Policy of Title Insurance attached hereto as Exhibit C and incorporated herein by this reference (the "Existing Drainage Rights") and the twenty-foot (20') easement the Flood Control District of Maricopa County reserved for drainage purposes in that Special Warranty Deed recorded in the official records of Maricopa County as Instrument 2009 0605476. Any construction upon or modification to Grantor's Property, including the Easement Premises, shall be designed and constructed with necessary drainage features to accommodate off-site drainage to any drainage features located in the vicinity of Grantor's Property and to accommodate flows routing between any such drainage facilities located in the vicinity of Grantor's Property as needed to comply with the Existing Drainage Rights. This obligation shall include accommodations for drainage from 1-10. Modification of Grantor's Property, including the Easement Premises, shall include the placing and/or removal of fill necessary to remove Grantor's Property, including the Easement Premises, from the regulated floodplain.

If demand is made upon Grantor by any entity with a legally enforceable right to require Grantor to modify Grantor's Property for drainage and control purposes, Grantee shall, at Grantee's sole cost and expense, relocate the Grantee Facilities as needed to accommodate the use of Grantor's Property, including the Easement Premises, for drainage and flood control purposes as set forth herein. In the event the relocation of Grantee's Facilities become necessary, Grantor and Grantee shall negotiate in good faith to relocate the Electrical Easement to a location acceptable to both Grantor and Grantee. If Grantor and Grantee are unable to reach an agreement on the relocation of the Electrical Easement, Grantor shall return to Grantee all funds, without any interest, Grantee paid to Grantor for the Electrical Line Easement granted herein.

Grantor intends to improve Grantor's Property, including the Easement Premises, as a public park and make it available for use by Grantor and the public. The Electrical Line Easement granted herein to Grantee is subject to Grantor's right to improve Grantor's Property, including the Easement Premises, with park amenities and the use of Grantor's Property, including the Easement Premises, by Grantor and the public. This Electrical Line Easement is subject to Grantor's right to install, construct, operate, maintain, repair, and replace improvements within Grantor's Property, including the Easement Property, comparable to the improvements constructed within APS's ROW within the park at 9390 E. Bell Road, Scottsdale, Arizona currently known as Bell94 Sports Complex ("Bell94 Sports Complex"). Grantor shall submit its development plans for improvements within the Easement Premises to Grantee for review and approval solely as to improvements to be included within the Easement Premises, which approval shall not be unreasonably withheld. Grantee's failure to approve Grantor's plans shall be deemed unreasonable if the plans for the improvements are consistent with improvements existing in Bell94 Sports Complex unless Grantee can point to a specific safety regulation adopted by a federal or state regulatory authority that prohibits the construction of such improvements. Subject to all other provisions of this Electrical Line Easement, and in addition to the foregoing, Grantor reserves the right to use and occupy the Easement Premises for any other purposes consistent with the rights and privileges herein granted, and which do not interfere with or endanger the Grantee Facilities.

Provided Grantee does not interfere with the use of Grantor's Property as a public park amenity by Grantor and the general public or with the construction, maintenance, repair, and replacement of park improvements as described above, Grantee shall have the right of ingress and egress across the Grantor's Property to, from and along the Easement Premises and the right to use Grantor's Property adjacent to the Easement Premises during temporary periods of construction. Grantee shall submit a proposed route for ingress and egress across Grantor's Property for review and approval by Grantor, which shall not be unreasonably withheld. Grantor's failure to approve a proposed route for ingress and egress across Grantor's Property shall not be deemed unreasonable if the proposed route interferes with Grantor's use of Grantor's Property as a public park amenity. Grantee shall coordinate its activities with Grantor to ensure there will be no interference with Grantor's Property as a public park amenity.

By accepting and utilizing this Electrical Line Easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee. Grantee shall defend, indemnify, and hold harmless Grantor, its employees, agents, officials, and representatives from and against any and all claims, damages, losses and expenses relating to, arising out of or resulting from the negligent acts, errors or omissions of Grantee, its officers, employees, agents and representatives or anyone for whose acts, errors or omissions Grantee may be liable. Grantor shall defend, indemnify, and hold harmless Grantee, its officers, employees, agents, and representatives from and against any and all claims, damages, losses and expenses relating to, arising out of or resulting from the negligent acts, errors or omissions of Grantor, its employees, agents, officials, and representatives or anyone for whose acts, errors or omissions Grantee may be liable. In the event of any third-party legal action against both Grantor and Grantee, Grantor and Grantee hereby agree to discuss and analyze the benefits of a common and mutual denial, defense, adjustment or settlement and to otherwise cooperate in the defense of the action.

The Electrical Line Easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the Electrical Line Easement.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the Successors and Assigns of Grantee and on the Successors and Assigns of Grantor. For purposes of this Electrical Line Easement, "Successor and Assigns of Grantee" shall mean a corporation or entity acquiring all or substantially all of the assets and business of Grantee (including this Electrical Line Easement) whether by operation of law or otherwise. For purpose of this Electrical Line Easement, "Successor and Assigns of Grantor" shall mean a person, corporation, or entity acquiring ownership interest in all or part of Grantor's Property.

The page numbering of this document is exclusive of the Exhibits attached hereto

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, **THE CITY OF GOODYEAR, an Arizona municipal corporation** has caused this Electrical Line Easement to be executed by its duly authorized representative, this \_\_\_\_ day of \_\_\_\_, 2024.

**THE CITY OF GOODYEAR,  
an Arizona municipal corporation**

BY:

\_\_\_\_\_  
Wynette Reed  
ITS: City Manager

STATE OF ARIZONA     }  
                                      } ss.  
COUNTY OF MARICOPA}

This instrument (Electrical Line Easement) was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by Wynette Reed, the City Manager of **THE CITY OF GOODYEAR**, a municipal corporation on behalf of said corporation.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public



**Exhibit A**  
**Grantor's Property Legal Description**

*(On the following pages)*

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY AS RECORDED IN**  
**INSTRUMENT #2016-0530389, 2016-0530390, & 2009-0605476, MARICOPA COUNTY**  
**RECORDER, MARICOPA COUNTY, ARIZONA**

**APN 500-04-979A:**

A portion of the Southeast quarter of the Northwest quarter of Section 4, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said portion being part of that certain property described in record document 2001-1109536 and more particularly described as follows:

COMMENCING at the North quarter corner of said Section 4, being South 89°23'17" East from the Northwest corner of said Section 4 a distance of 2618.04 feet;

THENCE along the North-South Midsection line of said Section 4, South 00°39'43" West, a distance of 1400.51 feet to the POINT OF BEGINNING;

THENCE leaving said North-South Midsection line North 89°01'16" West, a distance of 10.57 feet;

THENCE South 00°39'43" West, a distance of 642.88 feet to the beginning of a non-tangent curve, the center of which bears North 07°35'48" East, a distance of 5475.58 feet;

THENCE westerly along the arc of said curve, through a central angle of 12°43'54", for an arc distance of 1216.72 feet to the beginning of a non-tangent line;

THENCE North 69°46'21" West, a distance of 125.82 feet;

THENCE South 00°41'54" West, a distance of 52.88 feet;

THENCE South 00°32'53" West, a distance of 53.27 feet;

THENCE South 69°46'21" East, a distance of 109.58 feet to the beginning of a non-tangent curve, the center of which bears North 20°07'40" East, a distance of 5575.58 feet;

THENCE easterly along the arc of said curve, through a central angle of 12°45'54", for an arc distance of 1242.20 feet to a point on said North-South Midsection line, being South 00°39'43" West from said North quarter corner a distance of 2145.31 feet, also being the beginning of a non-tangent line;

THENCE South 89°02'19" East, a distance of 1351.84 feet;

THENCE North 00°32'52" East, a distance of 745.22 feet;

THENCE North 89°03'22" West, a distance of 1350.36 feet to the POINT OF BEGINNING.

**APN 500-04-004V:**

A portion of the Southeast quarter of the Northeast quarter of Section 4, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said portion being all of those certain parcels described in record document 2010-0846443 and part of that certain property described in "Tract 1" of record number 2002-1057447, together with a 35 foot by 40 foot parcel identified as "A FEE CONVEYANCE" in said document; said portion is more particularly described as follows:

COMMENCING at the East quarter corner of said Section 4, being South 00°33'29" West from the Northeast corner of said Section 4 a distance of 2653.31 feet;

THENCE along the East section line of said Section 4, North 00°33'29" East, a distance of 719.35 feet;

THENCE departing said East section line, North 89°26'31" West, a distance of 70.00 feet to a point located on the existing Westerly right-of-way line of Litchfield Road;

THENCE North 89°19'39" West, a distance of 89.96 feet to the POINT OF BEGINNING;

THENCE North 89°19'39" West, a distance of 194.83 feet;

THENCE North 00°32'24" East, a distance of 177.92 feet;

THENCE North 00°32'16" East, a distance of 168.52 feet;

THENCE North 00°31'09" East, a distance of 213.09 feet;

THENCE North 88°33'16" West, a distance of 830.16 feet;

THENCE North 88°34'44" West, a distance of 35.13 feet;

THENCE South 00°32'52" West, a distance of 691.14 feet;

THENCE North 84°12'57" East, a distance of 1066.68 feet to the POINT OF BEGINNING.

**APN 500-04-004U:**

A portion of the Southeast quarter of the Northeast quarter of Section 4, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said portion being part of that certain parcel described in Recording No. 2010-0846443 and also that certain property described in "Tract 1" of Recording No. 2002-1057447; said portion is more particularly described as follows:

COMMENCING at the East quarter corner of said Section 4, being South 00°33'29" West from the Northeast corner of said Section 4 a distance of 2653.31 feet;

THENCE along the East section line of said Section 4, North 00°33'29" East, a distance of 719.35 feet;

THENCE departing said East section line, North 89°26'31" West, a distance of 70.00 feet to a point located on the existing Westerly right-of-way line of Litchfield Road and the POINT OF BEGINNING;

THENCE North 89°19'39" West, a distance of 89.96 feet;

THENCE South 84°12'57" West, a distance of 1066.68 feet;

THENCE South 00°32'52" West, a distance of 100.63 feet;

THENCE North 84°10'41" East, a distance of 35.13 feet;

THENCE North 84°12'57" East, a distance of 1122.04 feet;

THENCE North 00°34'30" East, a distance of 90.44 feet to the POINT OF BEGINNING.

**APN 500-03-006Z:**

A portion of the South half of the Northwest quarter of Section 3, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said portion being part of that certain property described in "Tract 2" of record number 2002-1057447 and more particularly described as follows:

COMMENCING at the West quarter corner of said Section 3, being South 00°33'29" West from the Northwest corner of said Section 3 a distance of 2653.31 feet;

THENCE along the West section line of said Section 3, North 00°33'29" East, a distance of 628.58 feet;

THENCE departing said West section line, South 89°26'31" East, a distance of 55.00 feet to a point located on the existing Easterly right-of-way line of Litchfield Road;

THENCE along said Easterly right-of-way line, North 00°33'29" East, a distance of 90.75 feet;

THENCE departing said Easterly right-of-way line, South 82°10'39" East, a distance of 270.39 feet;

THENCE South 81°44'55" East, a distance of 32.28 feet;

THENCE North 00°35'00" East, a distance of 9.49 feet to the POINT OF BEGINNING;

THENCE South 82°01'08" East, a distance of 965.86 feet;

THENCE South 89°20'18" East, a distance of 792.24 feet;

THENCE North 00°33'20" East, a distance of 748.65 feet;

THENCE North 89°31 '00" West, a distance of 952.84 feet;

THENCE North 89°30'11" West, a distance of 797.16 feet;

THENCE South 00°33'47" West, a distance of 158.90 feet;

THENCE South 00°33'05" West, a distance of 438.57 feet;

THENCE South 00°35'00" West, a distance of 22.87 feet to the POINT OF BEGINNING.

**APN 500-03-006Y:**

A portion of the South half of the Northwest quarter of Section 3, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said portion being all of that certain property described in Recording No. 2010-0539259 and part of those certain parcels of land described as "Tract 2" and "Tract 3" in Recording No. 2002-1057447; said portion is more particularly described as follows:

COMMENCING at the West quarter comer of said Section 3, being South 00 degrees 33 minutes 29 seconds West from the Northwest comer of said Section 3, a distance of 2653.31 feet;

Thence along the West section line of said Section 3, North 00 degrees 33 minutes 29 seconds East, a distance of 628.58 feet;

Thence departing said West section line, South 89 degrees 26 minutes 31 seconds East, a distance of 55.00 feet to a point located on the existing Easterly right-of-way line of Litchfield Road and the POINT OF BEGINNING;

Thence South 82 degrees 01 minutes 08 seconds East, a distance of 1261.97 feet;

Thence South 89 degrees 20 minutes 18 seconds East, a distance of 1264.66 feet;

Thence South 89 degrees 21 minutes 10 seconds East, a distance of 28.27 feet;

Thence North 00 degrees 37 minutes 57 seconds East, a distance of 35.29 feet;

Thence North 89 degrees 29 minutes 35 seconds East, a distance of 27.79 feet;  
Thence South 00 degrees 37 minutes 45 seconds West, a distance of 35.54 feet;  
Thence North 89 degrees 22 minutes 47 seconds East, a distance of 1155.87 feet;  
Thence North 85 degrees 15 minutes 33 seconds East, a distance of 351.16 feet;  
Thence North 00 degrees 38 minutes 54 seconds East, a distance of 795.92 feet;  
Thence North 89 degrees 31 minutes 44 seconds West, a distance of 903.87 feet;  
Thence North 89 degrees 31 minutes 17 seconds West, a distance of 601.60 feet;  
Thence North 89 degrees 30 minutes 27 seconds West, a distance of 55.92 feet;  
Thence North 89 degrees 30 minutes 09 seconds West, a distance of 139.41 feet;  
Thence North 89 degrees 31 minutes 00 seconds West, a distance of 327.67 feet;  
Thence South 00 degrees 33 minutes 20 seconds West, a distance of 748.65 feet;  
Thence North 89 degrees 20 minutes 18 seconds West, a distance of 792.24 feet;  
Thence North 82 degrees 01 minutes 08 seconds West, a distance of 965.86 feet;  
Thence South 00 degrees 35 minutes 00 seconds West, a distance of 9.49 feet;  
Thence North 81 degrees 44 minutes 55 seconds West, a distance of 32.28 feet;  
Thence North 82 degrees 10 minutes 39 seconds West, a distance of 270.39 feet;  
Thence South 00 degrees 33 minutes 29 seconds West, a distance of 90.75 feet to the POINT OF BEGINNING.

**APN 500-03-004W:**

A portion of Tract 3 as described in Recording No. 2002-1057447, Maricopa County Records, located in the Northeast quarter of Section 3, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 3, from which the Northeast corner of said Section 3 bears North 00 degrees 46 minutes 49 seconds East, a distance of 2620.75 feet;



Thence North 00 degrees 46 minutes 49 seconds East, along the East line of the Northeast quarter of said Section, a distance of 584.92 feet;

Thence departing said East line, North 89 degrees 13 minutes 11 seconds West, a distance of 70.00 feet to the Southeast corner of Lot 1 as shown on the Final Plat of Palm Valley Cornerstone, recorded in Book 782 of Maps, page 38, Maricopa County Records;

Thence North 89 degrees 20 minutes 49 seconds West, along the South line of said Lot 1, a distance of 15.53 feet to the Northwest corner of that parcel of land described in Recording No. 2007-0364247, Maricopa County Records, and the POINT OF BEGINNING;

Thence continuing along said South line, North 89 degrees 20 minutes 49 seconds West, a distance of 309.81 feet to the Southwest corner of said Lot 1;

Thence North 00 degrees 39 minutes 11 seconds East, along the West line of Lots 1, 2, and 3 of said Final Plat, a distance of 701.10 feet to the Southerly right-of-way line of Cornerstone Boulevard as shown on said Final Plat;

Thence departing said West line, North 89 degrees 31 minutes 27 seconds West, along said Southerly right-of-way line, a distance of 700.00 feet;

Thence departing said Southerly right-of-way line, South 00 degrees 39 minutes 11 seconds West, parallel with and 700.00 feet Westerly of said West line of Lots 1, 2, and 3, a distance of 795.86 feet to the Northerly right-of-way line of Interstate 10;

Thence North 85 degrees 15 minutes 11 seconds East, along said Northerly right-of-way line, a distance of 1014.27 feet to the Southwest corner of that parcel of land described in Recording No. 2007-0364247, Maricopa County Records;

Thence departing said Northerly right-of-way line, North 02 degrees 13 minutes 58 seconds East, along the West line of said parcel, a distance of 1.47 feet to the POINT OF BEGINNING.

**Exhibit B**  
**Easement Premises Legal Description**

*(On the following pages)*

February 27, 2024

LEGAL DESCRIPTION FOR  
ARIZONA PUBLIC SERVICE  
RIGHT-OF-WAY EASEMENT  
CITY OF GOODYEAR

That part of the North Halves of Sections 3 and 4, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the calculated location of the Center of said Section 4, from which the City of Goodyear Brass Cap in Handhole marking the North Quarter Corner of said Section 4 bears North 00°39'43" East (Basis of Bearing), a distance of 2,652.95 feet;

Thence North 00°39'43" East, along the West line of the Northeast Quarter of said Section 4, a distance of 507.61 feet to a point on a 5,575.58 foot radius non-tangent curve, whose center bears North 07°21'44" East, said point also being on the Northerly Right-of-Way line of Interstate 10 and the True Point of Beginning;

Thence Westerly, along said curve and Northerly line, through a central angle of 00°42'03", a distance of 68.19 feet;

Thence North 07°41'48" East, departing said Northerly line, a distance of 91.68 feet;

Thence South 89°59'45" East, a distance of 1,408.11 feet to a point on the Westerly line of that certain parcel of land as described in Docket 149, Page 341 Maricopa County Records, said point shall hereafter be referred to as Point "A";

Thence South 00°32'52" West, along said Westerly line, a distance of 90.00 feet;

Thence North 89°59'45" West, departing said Westerly line, a distance of 1,298.33 feet;

Thence South 07°41'48" West, a distance of 10.97 feet to a point on the Northerly Right-of-Way line of Interstate 10;

Thence North 89°02'19" West, along said Northerly line, a distance of 52.17 feet to the True Point of Beginning.

Together with:

Commencing at the aforementioned Point "A";

Thence South 89°59'45" East, a distance of 50.04 feet to a point on the Easterly line of that certain parcel of land as described in Docket 149, Page 341 Maricopa County Records and the True Point of Beginning;

Thence continuing South 89°59'45" East, departing said Easterly line, a distance of 1,150.14 feet to a point on the Westerly Right-of-Way line of Litchfield Road;

Thence South 00°34'30" West, along said Westerly line, a distance of 6.07 feet to the intersection of said Westerly line and the Northerly Right-of-Way line of Interstate 10;

Thence South 84°12'57" West, along said Northerly line, a distance of 832.25 feet;

Thence North 89°59'45" West, departing said Northerly line, a distance of 322.93 feet to a point on the Easterly line of that certain parcel of land as described in Docket 149, Page 341 Maricopa County Records;

Thence North 00°32'52" East, along said Easterly line, a distance of 90.00 feet to the True Point of Beginning.

Together with:

Commencing at the City of Goodyear Brass Cap in Handhole marking the Northeast Corner of said Section 4, from which the City of Goodyear Brass Cap in Handhole marking the North Quarter Corner of said Section 4 bears North 89°23'27" West, a distance of 2,618.05 feet;

Thence South 00°33'29" West, along the East line of the Northeast Quarter of said Section 4, a distance of 2,024.73 feet;

Thence South 89°26'31" East, departing said East line, a distance of 55.00 feet to a point on the Easterly Right-of-Way line of Litchfield Road and the True Point of Beginning;

Thence North 00°33'29" East, along said Easterly line, a distance of 7.61 feet;

Thence South 89°59'45" East, departing said Easterly line, a distance of 4,108.49 feet;

Thence South 85°20'02" East, a distance of 670.90 feet to a point on the Westerly line of Palm Valley Cornerstone subdivision as shown on Book 782 of Maps, Page 38, Maricopa County Records;

Thence South 00°39'33" West, along said Westerly line, a distance of 13.97 feet to the Southwesterly corner of said subdivision;

Thence South 89°36'45" East, along the Southerly line of said subdivision, a distance of 309.85 feet;

Thence South 02°14'20" West, departing said Southerly line, a distance of 1.47 feet to a point on the Northerly Right-of-Way line of Interstate 10;

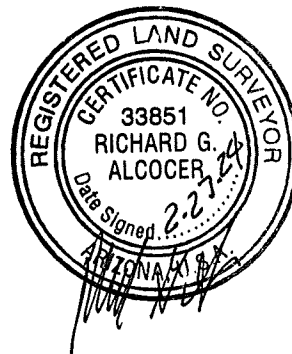
Thence South 85°15'33" West, along said Northerly line, a distance of 597.85 feet;

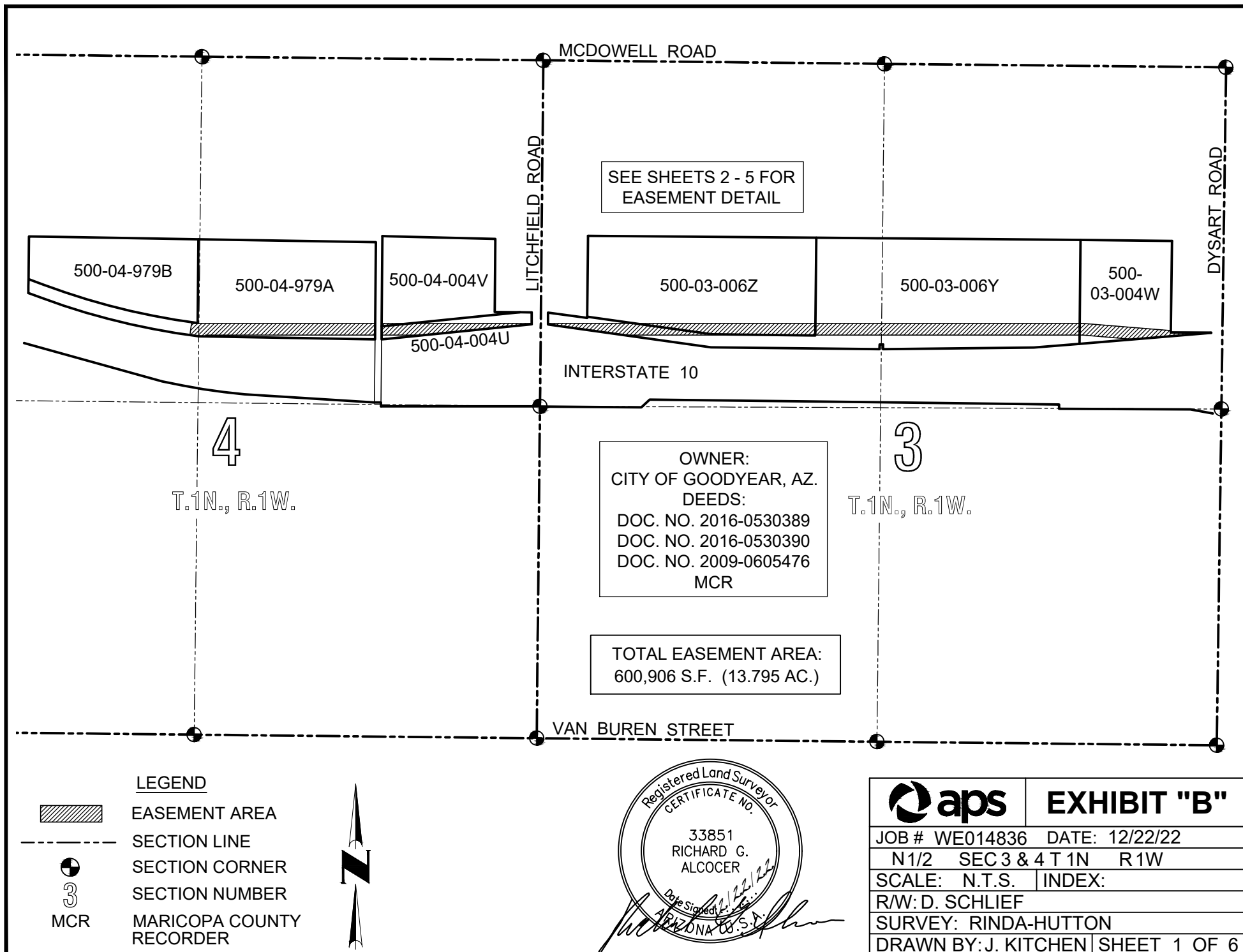
Thence North 85°20'02" West, departing said Northerly line, a distance of 387.46 feet;

Thence North 89°59'45" West, a distance of 3,516.95 feet to a point on said Northerly line;

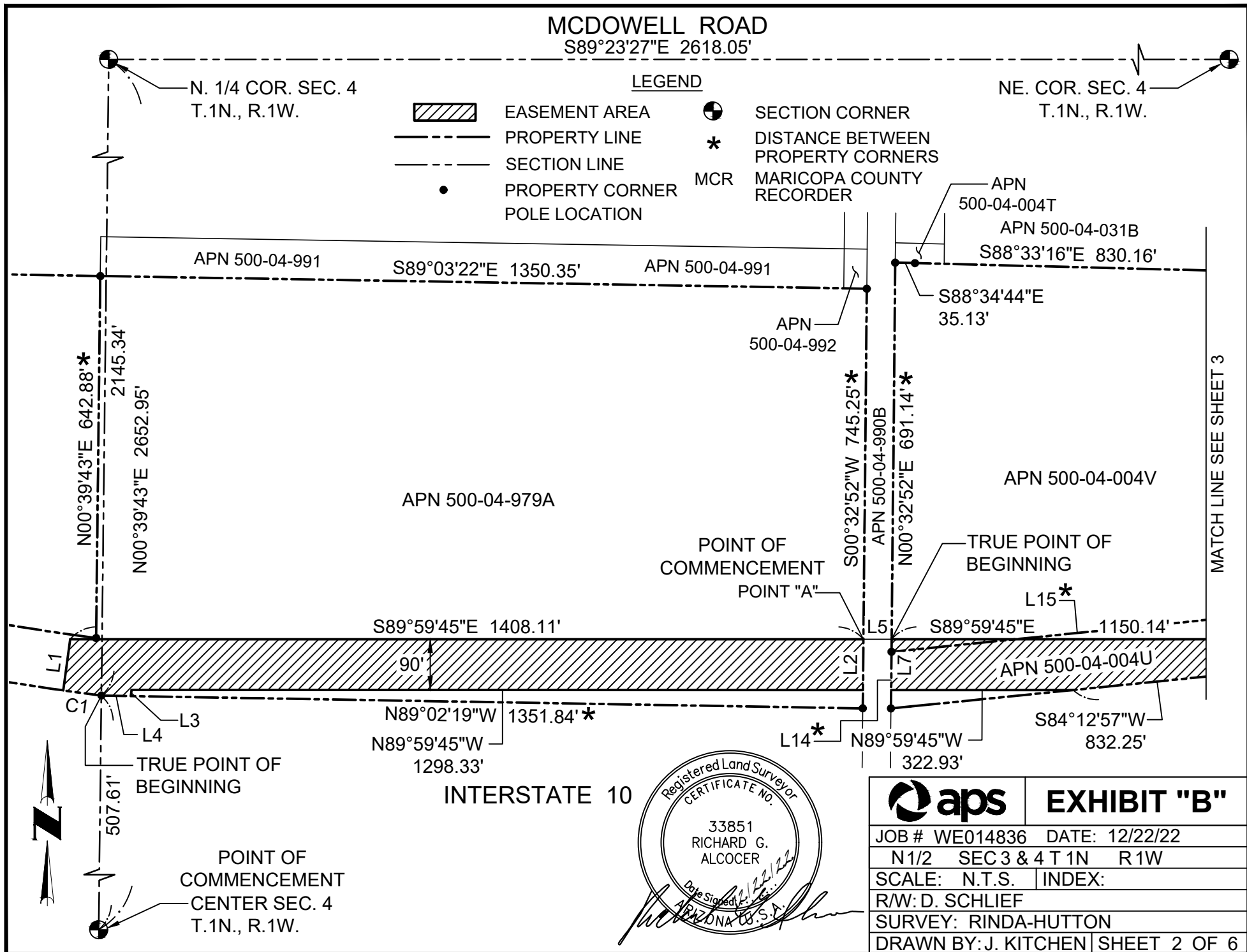
Thence North 82°01'08" West, along said Northerly line, a distance of 593.69 feet to the True Point of Beginning.

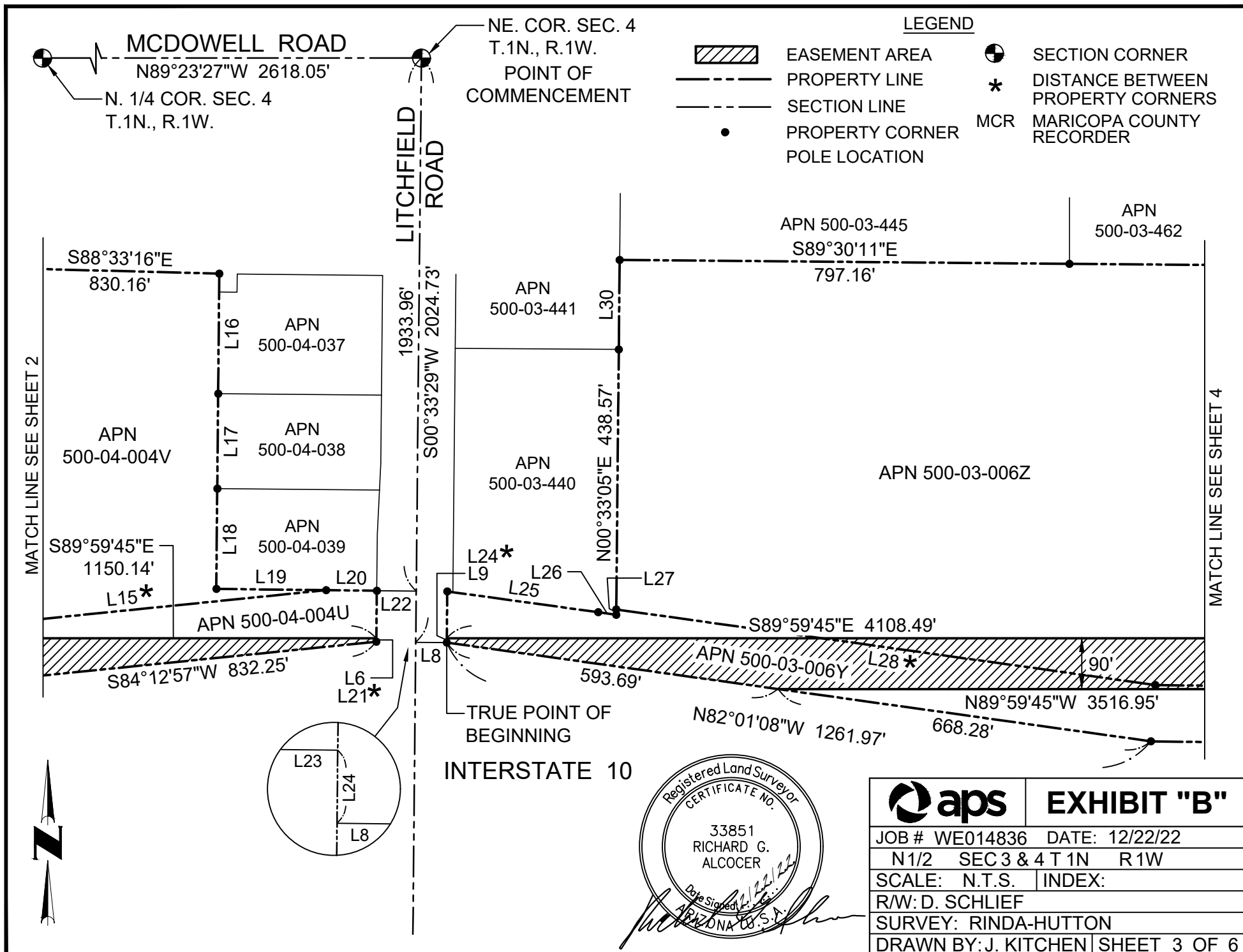
Containing 600,905 Square Feet or 13.795 Acres, more or less.

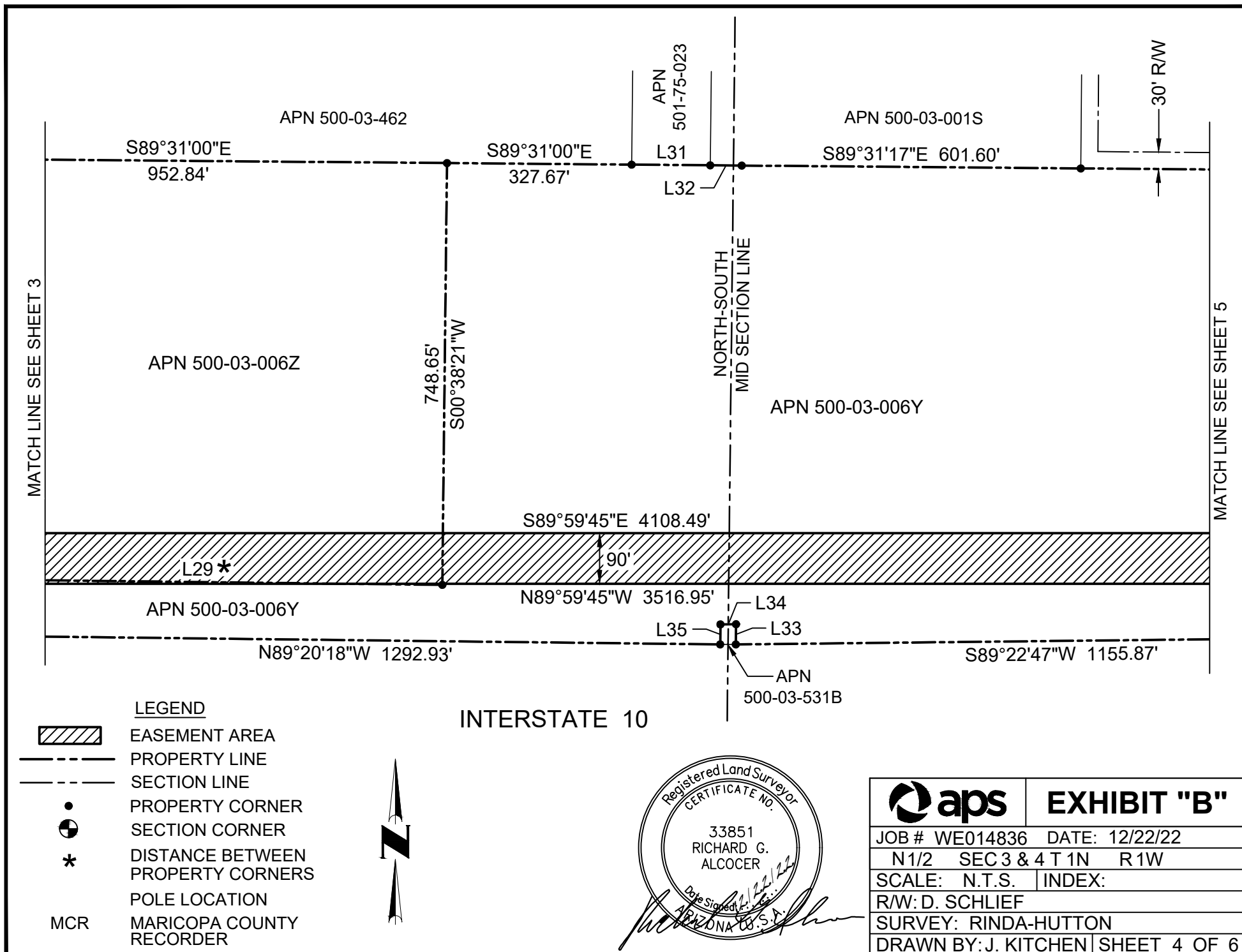


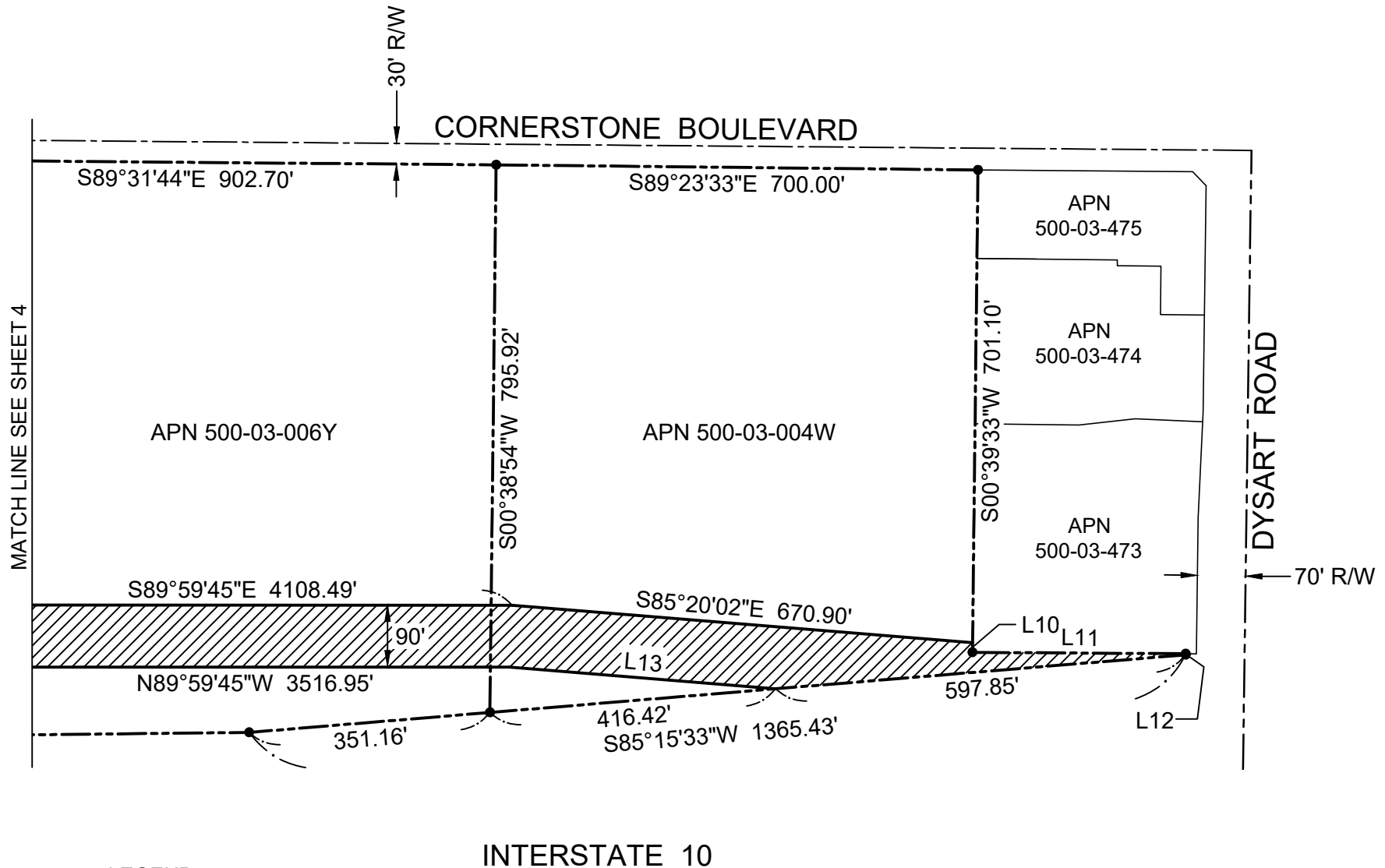




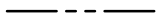








# LEGEND

-  EASEMENT AREA
-  PROPERTY LINE
-  SECTION LINE
-  PROPERTY CORNER
-  SECTION CORNER
-  POLE LOCATION
- MCR MARICOPA COUNTY RECORDER



|                                                                                       |  |                    |  |
|---------------------------------------------------------------------------------------|--|--------------------|--|
|  |  | <b>EXHIBIT "B"</b> |  |
| JOB # WE014836                                                                        |  | DATE: 12/22/22     |  |
| N1/2 SEC 3 & 4 T 1N R 1W                                                              |  |                    |  |
| SCALE: N.T.S.                                                                         |  | INDEX:             |  |
| R/W: D. SCHLIEF                                                                       |  |                    |  |
| SURVEY: RINDA-HUTTON                                                                  |  |                    |  |
| DRAWN BY: J. KITCHEN                                                                  |  | SHEET 5 OF 6       |  |

| LINE TABLE |             |          |
|------------|-------------|----------|
| NO.        | BEARING     | LENGTH   |
| L1         | N07°41'48"E | 91.68'   |
| L2         | S00°32'52"W | 90.00'   |
| L3         | S07°41'48"W | 10.97'   |
| L4         | N89°02'19"W | 52.17'   |
| L5         | S89°59'45"E | 50.04'   |
| L6         | S00°34'30"W | 6.07'    |
| L7         | N00°32'52"E | 90.00'   |
| L8         | S89°26'31"E | 55.00'   |
| L9         | N00°33'29"E | 7.61'    |
| L10        | S00°39'33"W | 13.97'   |
| L11        | S89°36'45"E | 309.85'  |
| L12        | S02°14'20"W | 1.47'    |
| L13        | N85°20'02"W | 387.46'  |
| L14        | N00°32'52"E | 100.63'  |
| L15        | N84°12'57"E | 1066.68' |

| LINE TABLE |             |         |
|------------|-------------|---------|
| NO.        | BEARING     | LENGTH  |
| L16        | S00°31'09"W | 213.09' |
| L17        | S00°32'16"W | 168.52' |
| L18        | S00°32'24"W | 177.92' |
| L19        | S89°19'39"E | 194.83' |
| L20        | S89°19'39"E | 89.96'  |
| L21        | S00°34'30"W | 90.43'  |
| L22        | N89°26'31"W | 70.00'  |
| L23        | S00°33'29"W | 90.77'  |
| L24        | N00°33'29"E | 90.75'  |
| L25        | S82°10'39"E | 270.39' |
| L26        | S81°44'55"E | 32.28'  |
| L27        | N00°35'00"E | 9.49'   |
| L28        | S82°01'08"E | 965.86' |
| L29        | S89°20'18"E | 792.24' |
| L30        | N00°33'47"E | 158.90' |

| LINE TABLE |             |         |
|------------|-------------|---------|
| NO.        | BEARING     | LENGTH  |
| L31        | S89°30'09"E | 139.41' |
| L32        | S89°30'27"E | 55.92'  |
| L33        | N00°38'27"E | 35.84'  |
| L34        | S89°23'02"W | 27.73'  |
| L35        | S00°38'27"W | 35.53'  |



| CURVE TABLE |        |          |            |         |        |               |
|-------------|--------|----------|------------|---------|--------|---------------|
| NO.         | LENGTH | RADIUS   | DELTA      | TANGENT | CHORD  | CHORD-BEARING |
| C1          | 68.19' | 5575.58' | 000°42'03" | 34.09'  | 68.19' | N82°17'15"W   |

|                                                                                       |                    |
|---------------------------------------------------------------------------------------|--------------------|
|  | <b>EXHIBIT "B"</b> |
| JOB # WE014836 DATE: 12/22/22                                                         |                    |
| N1/2 SEC 3 & 4 T 1N R 1W                                                              |                    |
| SCALE: N/A                                                                            | INDEX:             |
| R/W: D. SCHLIEF                                                                       |                    |
| SURVEY: RINDA-HUTTON                                                                  |                    |
| DRAWN BY: J. KITCHEN   SHEET 6 OF 6                                                   |                    |

## **Exhibit C**

### **Owner's Policy of Title Insurance**

## SCHEDULE A

Issued By  
**North American Title Insurance Company**

File No.: 22500-16-14147

Policy No.: 22500-16-14147-01

Address Reference: Vacant Land, Goodyear, AZ 85338

**Type of Coverage:** A.L.T.A. Owners Policy - Standard Coverage (06/17/06)

Amount of Insurance: \$554,300.00

Date of Policy: July 27, 2016 at 02:00 PM

Instrument No.: Instrument No. 20160530390

1. Name of Insured:

The City of Goodyear, Arizona, a municipal corporation organized and existing under the laws of the State of Arizona

2. The estate or interest in the Land that is insured by this policy is:

Fee

3. Title is vested in:

The City of Goodyear, Arizona, a municipal corporation organized and existing under the laws of the State of Arizona

4. The Land referred to in this policy is described as follows:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

**NORTH AMERICAN TITLE COMPANY, an Arizona Corporation, issuing agent for**

**NORTH AMERICAN TITLE INSURANCE COMPANY**

By: \_\_\_\_\_



Vikki Jones  
Asst Vice President, Title Officer



**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

**PART ONE:**

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records, but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land. Easements, liens or encumbrances, or claims thereof, not shown 3. by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, that would be disclosed by an accurate and complete land survey of the Land, and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

**(CONTINUED)**

**SCHEDULE B - CONTINUED**  
**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

**PART TWO:**

1. Taxes for the year of 2016, a lien, but not yet due and payable.  
First half due and payable October 1, of that year and delinquent on November 1 of that year. Second half payable on or before March 1 of the following year, and delinquent May 1 of that same year.
2. Liabilities and Obligations imposed upon said land by reason of its inclusion within the following district(s) and/or association(s): McMicken Irrigation District.
3. An easement for electric lines and rights incidental thereto, recorded in Docket 4683, Page 553.
4. The terms, conditions and provisions as set forth in Warranty Deed recorded in Docket 5783, Page 229 and thereafter Waiver of Mineral Surface Rights recorded in Docket 12302, Page 1032.
5. The effect of Recorded Disclosure for Territory in the Vicinity of a Military Airport recorded in Instrument No. 01-743413.
6. An easement for electric lines and rights incidental thereto, recorded in Instrument No. 85-580164.
7. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the plat recorded in Book 360 of Maps, Page 30, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
8. The terms, conditions, provisions and easements as set forth in Special Warranty Deed recorded in Instrument No. 01-1028743 re-recorded in Instrument No. 02-395399 re-recorded in Instrument No. 02-1057447.
9. The terms, conditions, provisions and easements as set forth in Contribution, Drainage Rights, and Easement Agreement recorded in Instrument No. 03-1177794 and Notice of change recorded in Instrument No. 09-840421.
10. The terms, conditions and provisions as set forth in Intergovernmental Agreement recorded in Instrument No. 05-962715.
11. The terms, conditions, provisions and easements as set forth in Permanent Drainage Easement and Agreement for Flood Control Purposes recorded in Instrument No. 06-17193.
12. The terms, conditions, provisions and easements as set forth in Permanent Drainage Easement and Agreement for Flood Control Purposes recorded in Instrument No. 06-226545.
13. The terms, conditions, provisions and easements as set forth in Permanent Drainage Easement and Agreement for Flood Control Purposes recorded in Instrument No. 06-1114422.
14. An easement for drainage and rights incidental thereto, recorded in Instrument No. 10-1067532.
15. An easement for electric lines and rights incidental thereto, recorded in Docket 2500, Page 52 re-recorded in Instrument No. 85-580156.

## **SCHEDULE B - CONTINUED**

16. An easement for water lines and rights incidental thereto, recorded in Instrument No. 83-510877.
17. An easement for construction and maintenance and rights incidental thereto, recorded in Docket 12302, Page 1044.
18. The terms, conditions, provisions and easements as set forth in Nonexclusive Drainage Easement recorded in Instrument No. 05-617234.
19. The terms, conditions, provisions and easements as set forth in Nonexclusive Drainage Easement recorded in Instrument No. 07-1095805.
20. The terms, conditions, provisions and easements as set forth in Non-Exclusive Temporary Underground Utility Easement recorded in Instrument No. 09-334900.
21. The terms, conditions, provisions and easements as set forth in Non-Exclusive Drainage Easement recorded in Instrument No. 12-702845.
22. The terms, conditions, provisions and easements as set forth in instrument entitled Warranty Deed recorded in Docket 12396, Page 805.
23. The terms, conditions, provisions and easements as set forth in instrument entitled Order for Immediate Possession recorded in Docket 13148, Page 998.
24. The terms, conditions, provisions and easements as set forth in instrument entitled Special Warranty Deed recorded in Instrument No. 01-1109536.
25. The terms, conditions, provisions and easements as set forth in instrument entitled Permanent Drainage Easement and Agreement for Flood Control Purposes recorded in Instrument No. 06-804200.
26. An easement for access and rights incidental thereto, recorded in Instrument No. 02-1390657.
27. An easement for roadway and rights incidental thereto, recorded in Docket 6383, Page 507.
28. An easement for roadway and rights incidental thereto, recorded in Docket 11891, Page 869.
29. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on the ALTA/ACSM Land Title Survey recorded in Book 1255 of Maps, Page 35, in Book 1257, Page 39 and in Book 1261, Page 12.

## EXHIBIT A

### PARCEL NO. 1:

That portion of the Southeast quarter of the Northeast quarter of Section 4, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the East quarter corner of said Section 4;

thence along the East Section line of said Section 4, North 00 degrees 19 minutes 08 seconds East, a distance of 739.95 feet;

thence North 89 degrees 40 minutes 52 seconds West, a distance of 70.00 feet to a point located on the existing westerly right of way line of Litchfield Road, said point hereinafter referred to as point "A";

thence along said Westerly right of way line, South 00 degrees 19 minutes 08 seconds West, a distance of 20.58 feet to the TRUE POINT OF BEGINNING;

thence North 89 degrees 34 minutes 21 seconds West, a distance of 285.00 feet;

thence North 00 degrees 19 minutes 08 seconds East, a distance of 559.53 feet;

thence North 88 degrees 46 minutes 17 seconds West, a distance of 829.58 feet;

thence South 00 degrees 21 minutes 19 seconds West, a distance of 787.46 feet to a point located on the existing Northerly right of way line of Interstate Route 10 (Ehrenberg - Phoenix);

thence along said Northerly right of way line, North 83 degrees 59 minutes 23 seconds East, a distance of 1121.81 feet to a point located on the Westerly right of way line of Litchfield Road;

thence along said Westerly right of way line, North 00 degrees 19 minutes 08 seconds East, a distance of 90.55 feet to the TRUE POINT OF BEGINNING.

### PARCEL NO. 2:

A portion of the East half of the East half of Section 4, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the East quarter corner of said Section 4;

thence South 00 degrees 20 minutes 28 seconds West along the East line of said Section, a distance of 280.05 feet;

thence North 89 degrees 39 minutes 32 seconds West, 55.00 feet to the existing Westerly right of way line of Litchfield Road;

thence North 00 degrees 40 minutes 57 seconds West 259.87 feet;

thence North 25 degrees 46 minutes 31 seconds West 22.23 feet;

thence North 89 degrees 52 minutes 19 seconds West 1115.88 feet;

thence North 00 degrees 21 minutes 19 seconds East 190.62 feet;

thence North 85 degrees 28 minutes 41 seconds West 35.99 feet to the existing Easterly line of the Southern

## EXHIBIT A

(Continued)

Pacific Transportation Company's 50 foot railroad right of way;

thence North 00 degrees 21 minutes 19 seconds East along said right of way line, a distance of 243.34 feet;

thence North 89 degrees 16 minutes 54 seconds East 35.90 feet;

thence North 00 degrees 21 minutes 19 seconds East 712.63 feet to the TRUE POINT OF BEGINNING;

thence North 89 degrees 34 minutes 21 seconds West 35.00 feet to the aforesaid Easterly railroad right of way line;

thence North 00 degrees 21 minutes 19 seconds East along said right of way line, a distance of 40.00 feet;

thence South 89 degrees 34 minutes 21 seconds East 35.00 feet;

thence South 00 degrees 21 minutes 19 seconds West 40.00 feet to the POINT OF BEGINNING and the end of the description herein.

### PARCEL NO. 3:

Those portions of the Southwest quarter of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 3, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 3;

thence along the West Section line of said Section 3, North 00 degrees 19 minutes 08 seconds East, a distance of 739.95 feet;

thence South 89 degrees 40 minutes 52 seconds East, a distance of 55.00 feet to a point located on the existing Easterly right of way line of Litchfield Road and herein referred to as point "B" for later identification purposes;

thence along said existing Easterly right of way line of Litchfield Road, South 0 degrees 19 minutes 08 seconds West, a distance of 20.61 feet, to the TRUE POINT OF BEGINNING;

thence along said existing Easterly right of way line, South 00 degrees 19 minutes 08 seconds West, a distance of 90.76 feet to a point located on the existing Northerly right of way line of I-10 (Ehrenberg - Phoenix Highway);

thence along said existing Northerly right of way line, South 82 degrees 14 minutes 35 seconds East, a distance of 1262.00 feet;

thence continuing along said existing Northerly right of way line, South 89 degrees 34 minutes 21 seconds East, a distance of 1264.37 feet;

thence North 00 degrees 25 minutes 21 seconds East, a distance of 850.22 feet;

thence North 89 degrees 44 minutes 59 seconds West, a distance of 2217.29 feet;

thence South 00 degrees 19 minutes 08 seconds West, a distance of 630.20 feet;

thence North 82 degrees 14 minutes 35 seconds West, a distance of 302.55 feet to the TRUE POINT OF BEGINNING.

### PARCEL NO. 4:

Those portions of the Southwest quarter of the Northeast quarter and the Southeast quarter of the Northeast quarter of Section 3, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

**EXHIBIT A**  
(Continued)

Commencing at the East quarter corner of said Section 3;

thence along the East Section line of said Section 3, North 00 degrees 33 minutes 17 seconds East, a distance of 584.85 feet;

thence North 89 degrees 26 minutes 43 seconds West, a distance of 70.00 feet to a point on the existing Northerly right of way line of Interstate 10 (Ehrenberg - Phoenix Highway), said point also being the TRUE POINT OF BEGINNING;

thence North 89 degrees 34 minutes 21 seconds West, a distance of 325.26 feet;

thence North 00 degrees 25 minutes 39 seconds East, a distance of 701.21 feet;

thence North 89 degrees 44 minutes 59 seconds West, a distance of 2205.63 feet;

thence South 00 degrees 25 minutes 21 seconds West, a distance of 850.08 feet to a point located on the said existing Northerly right of way line, said point herein referred to as point "C" for later identification purposes;

thence along said existing Northerly right of way line, North 89 degrees 09 minutes 14 seconds East, a distance of 1155.83 feet;

thence continuing along said existing Northerly right of way line, North 85 degrees 01 minutes 39 seconds East, a distance of 1381.39 feet to the TRUE POINT OF BEGINNING.

EXCEPT that portion conveyed in Instrument No. 07-364247, described as follows:

That portion of a parcel of land located in the Northeast quarter of Section 3, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as described in Document #2002-1057447 of Maricopa County Recorder and more particularly described as follows:

Commencing at the brass cap found in a handhole at the East quarter corner of said Section 3, from which the Northeast corner of said Section bears North 00 degrees 47 minutes 01 seconds East a distance of 2620.69 feet;

thence along the East line of said Northeast quarter, North 00 degrees 47 minutes 01 seconds East a distance of 584.81 feet to a point;

thence North 89 degrees 12 minutes 59 seconds West a distance of 70.00 feet to the POINT OF BEGINNING;

thence North 89 degrees 20 minutes 37 seconds West a distance of 15.53 feet to a point;

thence South 02 degrees 10 minutes 42 seconds West a distance of 1.47 feet to a point on the Northerly right-of-way line of Interstate 10;

thence along said right-of-way line, North 85 degrees 15 minutes 23 seconds East a distance of 15.64 feet to the POINT OF BEGINNING; and

EXCEPT that portion conveyed in Instrument No. 09-605476, described as follows:

A portion of Tract 3 as described in Document Number 2002-1057447, Maricopa County Records, located in the Northeast quarter of Section 3, Township 1 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the East quarter corner of said Section 3, from which the Northeast corner of said Section 3 bears North 00 degrees 46 minutes 49 seconds East, a distance of 2620.75 feet;

thence North 00 degrees 46 minutes 49 seconds East, along the East line of the Northeast quarter of said Section, a distance of 584.92 feet;

**EXHIBIT A**  
(Continued)

thence departing said East line, North 89 degrees 13 minutes 11 seconds West, a distance of 70.00 feet to the Southeast corner of Lot 1 as shown on the Final Plat of Palm Valley Cornerstone, Book 782, Page 38, Maricopa County Records;

thence North 89 degrees 20 minutes 49 seconds West, along the South line of said Lot 1, a distance of 15.53 feet to the Northwest corner of that parcel of land described in Document Number 2007-0364247, and the POINT OF BEGINNING;

thence continuing along said South line, North 89 degrees 20 minutes 49 seconds West, a distance of 309.81 feet to the Southwest corner of said Lot 1;

thence North 00 degrees 39 minutes 11 seconds East, along the West line of Lots 1, 2 and 3 of said Final Plat, a distance of 701.10 feet to the Southerly right-of-way line of Cornerstone Boulevard as shown on said Final Plat;

thence departing said West line, North 89 degrees 31 minutes 27 seconds West, along said Southerly right-of-way line, a distance of 700.00 feet;

thence departing said Southerly right-of-way line, South 00 degrees 39 minutes 11 seconds West, parallel with and 700.00 feet Westerly of said West line of Lots 1, 2 and 3, a distance of 795.86 feet to the Northerly right-of-way line of Interstate 10;

thence North 85 degrees 15 minutes 11 seconds East, along said Northerly right-of-way line, a distance of 1014.27 feet to the Southwest corner of that parcel of land described in Document Number 2007-0364247, Maricopa County Records;

thence departing said Northerly right-of-way line, North 02 degrees 13 minutes 58 seconds East, along the West line of said Parcel, a distance of 1.47 feet to the POINT OF BEGINNING.

**PARCEL NO. 5:**

That portion of the Southeast quarter of the Northwest quarter (SE1/4NW1/4) and the South half of the Northeast quarter (S1/2NE1/4) of Section 4, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

Commencing at a 1/2 inch iron pipe marking the North quarter corner of said Section 4, being South 89°36'39" East from a bolt in a 1 inch iron pipe marking the Northwest corner of said Section 4;

thence along the North - South midsection line of said Section 4, South 0°26'24" West 1400.01 feet, to the Point of Beginning on the North line of Interstate 10 (Ehrenburg - Phoenix Highway);

thence along said North right of way line, North 89°16'00" West 1309.91 feet to the West line of said Southeast quarter of the Northwest quarter (SE1/4NW1/4) of Section 4;

thence continuing along said West line, South 0°28'59" West 434.82 feet;

thence South 70°07'09" East 111.36 feet;

thence along a curve to the left having a radius of 5575.58 feet a length of 1239.89 feet to said North - South midsection line;

thence South 89°16'00" East 1351.33 feet to the West line of the Southern Pacific Railroad;

thence North 0°21'19" East 744.99 feet;

thence along said existing North right of way line of I-10, North 89°16'00" West 1350.31 feet to the Point of Beginning.



**EXHIBIT A**  
(Continued)

PARCEL NO. 6:

A 56.00 foot wide strip of land lying within the North half of Section 3, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the East quarter corner of said Section 3;

thence North 89°59'48" West along the East-West Mid-section line of said Section 3, a distance of 1244.00 feet;

thence leaving said Mid-section line, North 00°25'39" East a distance of 34.21 feet;

thence North 89°34'21" West a distance of 2800.00 feet;

thence North 00°25'39" East a distance of 1249.93 feet to a point on the North line of that certain parcel described in Docket 12302, Page 1044;

thence along said North line, South 89°44'69" East a distance of 1388.39 feet to the Northwest corner of said 56.00 foot wide strip of land and the Point of Beginning;

thence South 00°25'21" West a distance of 850.19 feet;

thence South 89°34'21" East a distance of 42.00 feet to a point on the North-South Mid-section line of said Section 3;

thence North 89°09'14" East a distance of 14.00 feet;

thence along a line 14 feet East of and parallel with said North-South line, North 00°25'21" East to a point on the North line of said parcel described in Docket 12302, Page 1044, said point also being the Northeast corner of said 56 foot strip, a distance of 850.08 feet;

thence along said North line, North 89°44'59" West a distance of 56.00 feet to the Point of Beginning.

EXCEPT that certain property known as "Parcel No. 3" as described in Instrument No. 2006-0622264 MCR, and is more particularly described as follows:

Commencing at the Southwest corner of said 56.00 foot strip of land;

thence along the South line of said strip, South 89°34'21" East a distance of 28.28 feet to the Point of Beginning;

thence North 00°24'39" East a distance of 35.53 feet;

thence North 89°09'14" East a distance of 27.73 feet to a point on the East line of said strip of land;

thence along said East line, South 00°25'21" West to the Southeast corner of said strip a distance of 35.84 feet;

thence along the South line of said strip, South 89°09'14" West a distance of 14.00 feet to a point on the said North-South Mid-section line;

thence North 89°34'21" West a distance of 13.72 feet to the Point of Beginning.

PARCEL NO. 7:

A portion of the Northeast quarter of Section 4, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

Beginning at the East quarter corner of said Section 4;

thence North 0°33'29" East along the East line of said Section 4, a distance of 628.82 feet;

**EXHIBIT A**  
(Continued)

thence North 89°26'31" West, a distance of 70.00 feet;

thence South 84°12'56" West along the North right of way line of Interstate 10, a distance of 1122.29 feet;

thence North 0°35'40" East, a distance of 680.78 feet to the True Point of Beginning of the herein described parcel;

thence continuing North 0°35'40" East, a distance of 106.68 feet;

thence North 88°31'56" West, a distance of 35.00 feet to a point on the West right of way of the Southern Pacific Railroad;

thence South 0°35'40" West along said right of way line, a distance of 107.17 feet;

thence South 89°20'00" East, a distance of 35.00 feet to the True Point of Beginning.

**PARCEL NO. 8:**

A portion of the Northeast quarter of Section 4, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

Beginning at the East quarter corner of said Section 4;

thence North 0°33'29" East along the East line of said Section 4, a distance of 628.82 feet;

thence North 89°26'31" West, a distance of 70.00 feet;

thence South 84°12'56" West along the north right of way line of Interstate 10, a distance of 1122.29 feet to the True Point of Beginning of the herein described parcel;

thence North 0°35'40" East, a distance of 640.78 feet;

thence North 89°20'00" West, a distance of 35.00 feet to a point on the Westerly right of way line of the Southern Pacific Railroad;

thence South 0°35'40" West along said right of way line, a distance of 644.74 feet to a point on the North right of way line of Interstate 10;

thence North 84°12'56" East along said North right of way line, a distance of 35.22 feet to the True Point of Beginning.

ITEM #: 8.  
DATE: 03/04/2024  
AI #:1904



## **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.

Budget Amendment Report

| Date      | Transfer Journal No. | Reason Needed                                                                                                                                                                                                                                                                                        | Amount    | Ultimate Fund(s) Affected;<br>Explanation | New Resource/<br>Revenue | No Ultimate Funding Change | General   | Water Operating | Wastewater Operating | Other Operating Funds | Other Capital Funds |
|-----------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------------|--------------------------|----------------------------|-----------|-----------------|----------------------|-----------------------|---------------------|
| 2/14/2024 | 2024-08-412          | The city has an internal risk program to replace damaged assets covered by insurance. This budget amendment is needed to cover existing and anticipated losses for the remainder of this fiscal year. Insurance Proceeds offset the cost of our claims. Cost recovery is generally in the 80% range. | \$700,000 | General Fund                              |                          |                            | \$700,000 |                 |                      |                       |                     |

ITEM #: 9.  
DATE: 03/04/2024  
AI #:1902



## CITY COUNCIL ACTION REPORT

**SUBJECT: MUNICIPAL SPONSORSHIP FOR 2024 GILA RIVER INDIAN COMMUNITY REVENUE SHARING GRANT PROPOSALS**

**STAFF PRESENTER(S):** Christina Panaitescu, Community Partnerships Program Manager

---

### SUMMARY

The Gila River Indian Community is seeking requests for funding proposals for their 2024 State Shared Revenue grant program. Proposals must address one or more of the following priority areas: economic development, education, healthcare, public safety, or transportation. Responses are due no later than April 1, 2024.

### STRATEGIC PLAN ALIGNMENT



Quality of Life



Sense of Community

### RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2393 SUPPORTING THE SUBMISSION OF 2024 GRANT APPLICATIONS BY ALICE COOPER'S SOLID ROCK TEEN CENTERS, ALL FAITH COMMUNITY SERVICES, ARIZONA COMMUNITY IMPACT, G.A.S.K.I.N.S. CHARITY, NEW LIFE CENTER, AND SOUNDS OF AUTISM TO GILA RIVER INDIAN COMMUNITY AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ADMINISTER SUBSEQUENT AWARDED FUNDS, AND ANY AMENDMENTS THERETO, AS A PASS-THROUGH GRANT. (Christina Panaitescu, Community Partnerships Program Manager)

### FISCAL IMPACT

As a municipal sponsor, the City will act as a financial conduit between the Gila River Indian Community and the awarded organization and, as such, upon receipt of grant funds, the City will mail a check to the awarded organization covering one hundred percent (100%) of the funds received by the City for that purpose pursuant to the application submitted to the Gila River Indian Community. If awarded, appropriate budget amendments will be completed at that time.

### BACKGROUND AND PREVIOUS ACTIONS

In 2002, Arizona voters approved Proposition 202, which implemented a new requirement that Tribal/State Gaming Compacts must include a provision that the compacting tribe would contribute a portion of its annual net gaming revenues (the "Annual Contribution") for the benefit of the general public. Pursuant to Proposition 202, each tribe may determine the recipients of 12 percent of its total annual contribution (the "State Shared Revenue grant program"). The State Shared Revenue Program (funded by the Cities, Towns and Counties Distribution Fund) makes grants to incorporated municipalities throughout the State of Arizona and may include non-profit organizations who obtain the support/endorsement of a city, town or county. Priority funding areas for the State Shared Gaming Grants are economic development, education, healthcare, public safety and transportation.

Grants for programs and projects can range in total from \$1,000 to \$300,000 and can be paid out in installments to support the program for at least one but no more than three years. The Gila River Indian Community will determine the final amount and length of all grant awards; this may vary from the requested amount. The Gila River Indian Community will also consider capital requests of up to \$500,000 to be paid out in installments for at least one but no more than five years. However, the ultimate level of capital contribution will be at the discretion of the Gila River Indian Community based on interest in the project and available funding.

According to the Goodyear Grants Policy, adopted by Council in December 2020, for Goodyear to serve as a municipal sponsor, all of the following criteria must be met:

The applicant must be:

- Legally recognized by the IRS as a tax-exempt organization;
- Eligible to apply;
- In good standing with the City (e.g. current business license, etc. as applicable);
- Be located in the City of Goodyear and/or the proposed project must directly serve City of Goodyear residents.

And, the application must:

- Meet the "public benefits" funding priorities of the Tribes.
- Not be in direct competition with an application submitted by the City to the same Tribal community during the same funding cycle.

## **STAFF ANALYSIS**

Non-municipal public service organizations (such as public schools, fire districts, etc.), and non-profit organizations that have tax-exempt status from the IRS, are eligible to apply; however, must partner with a municipality for application submission ("municipal sponsorship") and must provide services that benefit the general public in or around that municipality. All grant awards are made and paid to Arizona cities, towns and counties.

Non-municipal organizations that wish to apply must establish a relationship with a city, town or county who will receive the grant and then distribute awarded funds as appropriate. This is in accordance with Proposition 202, distributions by tribe to cities, towns and counties. The following six non-profit organizations have requested Goodyear's municipal sponsorship:

- Alice Cooper's Solid Rock Teen Centers desires to submit an application for \$30,000 to support music lessons and mental health improvement;
- Arizona Community Impact desires to submit an application for \$74,500 to support their Capacity to Connect program;
- All Faith Community Services desires to submit an application for \$10,000 to support emergency programs facility enhancement;

- G.A.S.K.I.N.S. Charity desires to submit an application for \$50,000 to support the Simple Home Technology program for low-income households in Goodyear;
- New Life Center desires to submit an application for \$50,000 over two years to support the emergency shelter; and
- Sounds of Autism desires to submit an application for \$60,000 over three years to support their operational budget.

This requested resolution will serve as the City's intent to accept the grant as awarded, authorizing the City Manager to accept and administer subsequent awarded funds, and any amendments thereto, as a pass-through grant. Upon the City's distribution of the awarded funds to the non-city recipient, the City shall be considered released from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that the non-city recipient fails for any reason to expend the awarded funds in accordance with their grant application to the Gila River Indian Community.

All six applications meet the City's criteria for municipal sponsorship and staff recommends approval of their sponsorship requests. Staff does plan to bring forward an additional proposal to support construction of a fence at Mobile Elementary School, but staff does not believe that application will be in direct competition with these sponsorship requests.

---

### **Attachments**

Resolution



## **RESOLUTION NO. 2024-2393**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, SUPPORTING THE SUBMISSION OF 2024 GRANT APPLICATIONS BY ALICE COOPER'S SOLID ROCK TEEN CENTERS, ALL FAITH COMMUNITY SERVICES, ARIZONA COMMUNITY IMPACT, G.A.S.K.I.N.S. CHARITY, NEW LIFE CENTER, AND SOUNDS OF AUTISM TO GILA RIVER INDIAN COMMUNITY AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ADMINISTER SUBSEQUENT AWARDED FUNDS, AND ANY AMENDMENTS THERETO, AS A PASS-THROUGH GRANT.

WHEREAS, Arizona's Indian Gaming Compact provides that an Indian Tribe make twelve percent (12%) of its net annual State contributions to cities, towns, or counties for government services that benefit the general public; and

WHEREAS, private, not-for-profit organizations wishing to access Indian Gaming Funds ("Gaming Funds") to provide public benefits must secure sponsorship from a city, town, or county before making application; and

WHEREAS, this sponsorship must be expressed in a resolution passed by the local government sponsor; and

WHEREAS, Alice Cooper's Solid Rock Teen Centers desires to submit an application for \$30,000 to support music lessons and mental health improvement; and

WHEREAS, Arizona Community Impact desires to submit an application for \$74,500 to support their Capacity to Connect program; and

WHEREAS, All Faith Community Services desires to submit an application for \$10,000 to support emergency programs facility enhancement; and

WHEREAS, G.A.S.K.I.N.S. Charity desires to submit an application for \$50,000 to support the Simple Home Technology program for low-income households in Goodyear; and

WHEREAS, New Life Center desires to submit an application for \$50,000 over two years to support the emergency shelter; and

WHEREAS, Sounds of Autism desires to submit an application for \$60,000 over three years to support their operational budget

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

**SECTION 1.** The City Council supports these grant requests for funding.

**SECTION 2.** The City Manager is hereby authorized to accept and administer subsequent awarded funds, and any amendments thereto, as a pass-through grant. The City of Goodyear makes no guarantees beyond disbursement of funding to the non-city recipient. Upon the City of Goodyear's distribution of the awarded funds to the non-city recipient, the City of Goodyear shall be considered released from any and all claims, demands, debts, liabilities, or obligations that may arise in

the event that the non-city recipient fails for any reason to expend the awarded funds in accordance with their grant application to the Gila River Indian Community.

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 #: 10.  
DATE: 03/04/2024  
AI #:1954



## CITY COUNCIL ACTION REPORT

**SUBJECT:** MAP OF DEDICATION OF INDIAN SCHOOL ROAD

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

---

### SUMMARY

A Map of Dedication dedicating approximately 2.597 acres into City right-of-way at the intersection of W. Indian School Road and N. Citrus Road.

### STRATEGIC PLAN ALIGNMENT



Quality of Life

### RECOMMENDATION

Approve the Map of Dedication for Indian School Road, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

### STIPULATIONS

1. All technical corrections to this Map of Dedication for Indian School Road (the "MOD") required by the City Engineer or his/her designee shall be made prior to the recordation of the MOD;
2. Prior to recordation of the Map of Dedication for Indian School Road (the "MOD"), the property owners shall submit an updated title report for the property being conveyed to the City in the MOD and shall modify the MOD to reflect the current ownership and current lender information. The Lender Consent and Subordination, if required, shall be in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the property being conveyed to the City in this MOD. Owners of the property being conveyed to the City shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing this final plat is authorized to do so.

### FISCAL IMPACT

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

## **BACKGROUND AND PREVIOUS ACTIONS**

The property being conveyed to the city is located within a portion of land located at the northeast corner of Indian School and Citrus Road. It was rezoned by Ordinance 2023-1588, which was adopted by the City Council on October 30, 2023. Under the terms of the rezoning, the owner(s) of the property rezoned by Ordinance 2023-1588 are required to dedicate 65 feet of right-of-way for the north half of W. Indian School Road between North Citrus Road and the eastern boundary of the property rezoned by Ordinance 2023-1588 and to construct all improvements required for a Major Arterial, except for ½ of a median and median landscaping, required for the completion of the full half-street improvements for the north half of the section of Indian School Road. An unaffiliated third-party will be constructing all or part of the improvements the owner(s) of the property subject to Ordinance 2023-1588 is required to construct, and by this map of dedication the owner(s) are dedicating the right of way needed for the portion of the improvements being constructed by the third-party.

## **STAFF ANALYSIS**

The proposed Map of Dedication dedicates the right of way needed for the construction of a portion of the north half-street improvements to W. Indian School Road that the owner(s) of the property rezoned by Ordinance 2023-1588 are required to construct that a third-party will be constructing. Staff is recommending the approval of the Map of Dedication of Indian School Road subject to the stipulations set forth herein.

---

## **Attachments**

1. Map of Dedication
2. Aerial Map



MAP OF DEDICATION  
OF  
"INDIAN SCHOOL ROAD"  
LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23,  
TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA

SHEET INDEX:

SHEET 1 OF 2:.....COVER SHEET  
SHEET 2 OF 2:.....MAP DETAIL

DEDICATION:

STATE OF ARIZONA )  
)SS  
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:

SOUTHWEST NEXT NEC INDIAN SCHOOL AND CITRUS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS THE OWNER OF THE PORTION OF THE PROPERTY IDENTIFIED IN THIS MAP OF DEDICATION AS PARCEL NO. 1 APN: 502-31-010J, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS R/W DEDICATED HEREON SHOWN ON THIS MAP OF DEDICATION AND INCLUDED IN THE PREMISES DESCRIBED HEREIN. THE CONVEYANCE OF THE PROPERTY TO THE CITY OF GOODYEAR IS NOT INTENDED TO EXTINGUISH, BY VIRTUE OF THE DOCTRINE OF MERGER, ANY OTHER EASEMENTS THE CITY OF GOODYEAR HAS THAT MAY BE LOCATED IN WHOLE OR IN PART OF THE STREETS BEING CONVEYED TO THE CITY IN THIS MAP OF DEDICATION, INCLUDING, BUT NOT LIMITED TO THE NONEXCLUSIVE PERMANENT SEWER EASEMENT CONVEYED TO THE CITY OF GOODYEAR AND RECORDED AS INSTRUMENT 2010-0113804 M.C.R AND THE NONEXCLUSIVE PERMANENT SEWER EASEMENT CONVEYED TO THE CITY OF GOODYEAR AND RECORDED AS INSTRUMENT 2010-0113804.

CITRUS LAND, INC., AN ARIZONA CORPORATION AS THE OWNER OF THE PORTION OF THE PROPERTY IDENTIFIED IN THIS MAP OF DEDICATION AS PARCEL NO. 2 APN: 502-31-009D, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS AR/W DEDICATED HEREON SHOWN ON THIS MAP OF DEDICATION AND INCLUDED IN THE PREMISES DESCRIBED HEREIN. THE CONVEYANCE OF THE PROPERTY TO THE CITY OF GOODYEAR IS NOT INTENDED TO EXTINGUISH, BY VIRTUE OF THE DOCTRINE OF MERGER, ANY OTHER EASEMENTS THE CITY OF GOODYEAR HAS THAT MAY BE LOCATED IN WHOLE OR IN PART OF THE STREETS BEING CONVEYED TO THE CITY IN THIS MAP OF DEDICATION, INCLUDING, BUT NOT LIMITED TO THE NONEXCLUSIVE PERMANENT SEWER EASEMENT CONVEYED TO THE CITY OF GOODYEAR AND RECORDED AS INSTRUMENT 2010-0113803 M.C.R AND THE NONEXCLUSIVE PERMANENT SEWER EASEMENT CONVEYED TO THE CITY OF GOODYEAR AND RECORDED AS INSTRUMENT 2010-0113803.

OWNER:  
SOUTHWEST NEXT NEC INDIAN SCHOOL AND CITRUS, LLC,  
AN ARIZONA LIMITED LIABILITY COMPANY

BY: NEON PROPERTIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY  
ITS: SOLE MEMBER  
BY: THE NIDAX LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP  
ITS: SOLE MEMBER  
BY: ND MANAGEMENT, INC., AN ARIZONA CORPORATION  
ITS: GENERAL PARTNER

BY: \_\_\_\_\_  
DAX HOWARD  
PRESIDENT  
  
AND  
  
BY: \_\_\_\_\_  
NICO HOWARD  
PRESIDENT

ACKNOWLEDGMENT:

STATE OF ARIZONA )  
) SS.  
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY  
\_\_\_\_\_, 2024 BY DAX HOWARD AND NICO HOWARD, AS CO-PRESIDENTS OF ND  
MANAGEMENT, INC., AN ARIZONA CORPORATION, AS THE GENERAL PARTNER OF THE NIDAX LIMITED  
PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, AS THE SOLE MEMBER OF NEON PROPERTIES, LLC, AN  
ARIZONA LIMITED LIABILITY COMPANY, AS THE SOLE MEMBER OF SOUTHWEST NEXT NEC INDIAN SCHOOL AND  
CITRUS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

OWNER:  
CITRUS LAND, INC.,  
AN ARIZONA CORPORATION

BY: \_\_\_\_\_  
DAX HOWARD  
VICE-PRESIDENT  
  
AND  
  
BY: \_\_\_\_\_  
NICO HOWARD  
PRESIDENT

ACKNOWLEDGMENT:

STATE OF ARIZONA )  
) SS.  
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY  
\_\_\_\_\_, 2024 BY NICO HOWARD, PRESIDENT OF CITRUS LAND, INC., AND DAX  
HOWARD, VICE-PRESIDENT OF CITRUS LAND, INC., AS AUTHORIZED SIGNATORIES FOR CITRUS LAND, INC, AN  
ARIZONA CORPORATION, ON BEHALF OF SAID CORPORATION.

OWNER/DEVELOPER  
PARCEL NO. 1:

SOUTHWEST NEXT NEC INDIAN SCHOOL  
AND CITRUS, LLC  
4148 N ARCADIA DRIVE  
PHOENIX, AZ 85018  
CONTACT: NICO HOWARD  
PHONE: 602-373-4502  
EMAIL: NICO@SILVERBACKCP.COM

OWNER/DEVELOPER  
PARCEL NO. 2:

CITRUS LAND, INC  
4148 N ARCADIA DRIVE  
PHOENIX, AZ 85018  
CONTACT: NICO HOWARD  
PHONE: 602-373-4502  
EMAIL: NICO@SILVERBACKCP.COM

SURVEYOR:

GILBERT LAND SURVEYING, PLC  
4361 S SQUIRES LANE  
GILBERT, AZ 85297  
CONTACT: RYAN GILBERT, LS  
PHONE: 480-275-8020  
RYAN@GILBERTSURVEY.COM

REFERENCED DOCUMENTS:

(R) MINOR LAND DIVISION BOOK: 1737, PAGE 42, MCR  
(R1) SPECIAL WARRANTY DEED: DOC#2023-0539516, MCR  
(R2) SPECIAL WARRANTY DEED: DOC#2021-1038018, MCR

GENERAL NOTES:

- 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, CUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
  - THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
  - DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
  - MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
  - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
  - IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
- LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
  - THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
  - DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
  - MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE GOOD NORMAL GROWTH.
  - WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND AN APPROXIMATE HEIGHT OF 3-INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.
  - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREA SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
  - IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.
- ALL RIGHT-OF-WAY CORNERS OF THE MAP OF DEDICATION CORNERS SHALL BE MONUMENT WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

SURVEYOR'S CERTIFICATION:

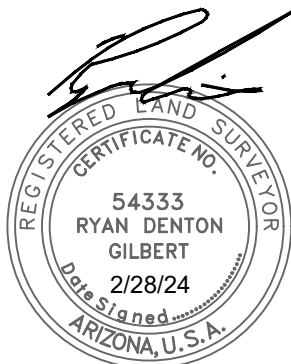
I, RYAN D. GILBERT, A LAND SURVEYOR REGISTERED IN THE STAT OF ARIZONA, HEREBY CERTIFY THAT THIS MAP, FOR RIGHT-OF-WAY DEDICATION, WAS MADE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF SEPTEMBER, 2023, AND THAT SAID MAP IS CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RYAN D. GILBERT

ARIZONA REGISTRATION NO. 54333

FEBRUARY 28, 2024

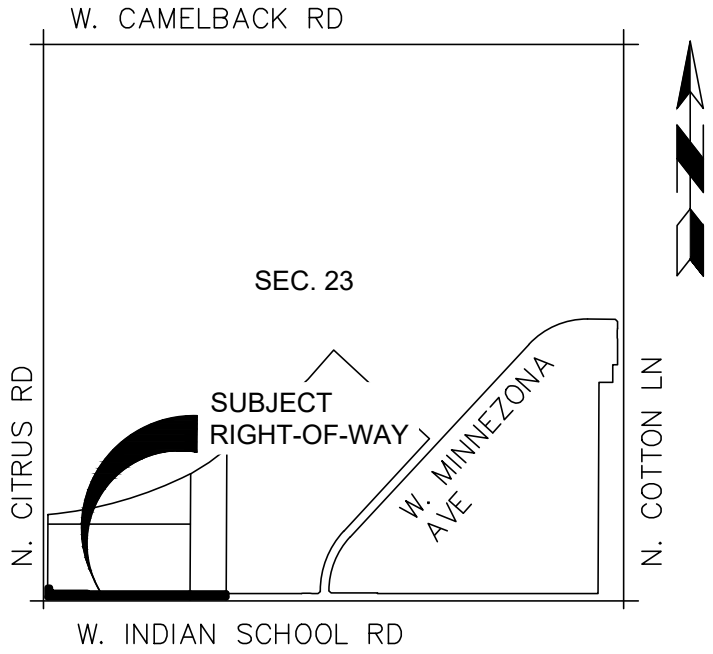
DATE



GILBERT LAND SURVEYING, PLC  
4361 S. Squires Lane, Gilbert, Arizona 85297  
Phone: (480) 275-8020

MAP OF DEDICATION OF  
"INDIAN SCHOOL ROAD"  
LOCATED IN A PORTION OF THE SOUTHWEST  
QUARTER OF SECTION 23, TOWNSHIP 2 NORTH,  
RANGE 2 WEST, OF THE GILA AND SALT RIVER  
BASE AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA

|                  |                 |              |                     |                  |
|------------------|-----------------|--------------|---------------------|------------------|
| DATE:<br>2/28/24 | FIELD:<br>RK/RG | DRAWN:<br>RG | JOB NO.:<br>23-0802 | SHEET:<br>1 OF 2 |
|------------------|-----------------|--------------|---------------------|------------------|



VICINITY MAP  
N.T.S.

LEGAL DESCRIPTION FOR DEDICATED R/W OF INDIAN  
SCHOOL ROAD :

A PORTION OF PARCEL NO. 1 AS DESCRIBED IN DOCUMENT NO. 2023-00832272, RECORDS OF MARICOPA COUNTY, ARIZONA, AND IN A PORTION OF PARCEL NO. 2 AS DESCRIBED IN DOCUMENT NO. 2021-1038018, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID SECTION 23, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89°59'41" EAST, 2639.84 FEET;

THENCE NORTH 00°18'25" EAST, 120.00 FEET, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 89°59'41" EAST, 55.00 FEET, DEPARTING FROM SAID WEST LINE;

THENCE SOUTH 00°18'25" WEST, 29.00 FEET;

THENCE SOUTH 44°50'40" EAST, 28.21 FEET;

THENCE SOUTH 89°59'41" EAST, 319.40 FEET;

THENCE SOUTH 00°00'19" WEST, 6.00 FEET;

THENCE SOUTH 89°59'41" EAST, 935.34 FEET TO EAST LINE OF SAID PARCEL NO 1, CONTIGUOUS WITH THE WEST LINE OF SAID PARCEL NO. 2;

THENCE CONTINUING SOUTH 89°59'41" EAST, 330.01 FEET, DEPARTING FROM SAID CONTIGUOUS LINE TO THE EAST LINE OF SAID PARCEL NO. 2;

THENCE SOUTH 00°18'21" WEST, 65.00 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE NORTH 89°59'41" WEST, 1659.79 FEET, ALONG SAID SOUTH LINE TO THE **POINT OF BEGINNING**.

BASIS OF BEARING:

THE BASIS OF BEARING USED FOR THIS SURVEY IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 2 WEST, AS SHOWN ON THE MINOR LAND DIVISION OF "MAJESTIC 303" RECORDED IN BOOK 1737, PAGE 42, MARICOPA COUNTY RECORDS.

SAID BEARING = NORTH 89° 59' 41" WEST

MAP OF DEDICATION APPROVALS:

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

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

BY: \_\_\_\_\_  
JOE PIZZILLO, MAYOR

ATTEST: \_\_\_\_\_  
DARCIE MCCrackEN, CITY CLERK

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

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

BY: \_\_\_\_\_  
STEVE SCINTO, CITY ENGINEER



FOUND BCHH, W1/4  
COR., SEC. 23,  
T2N, R2W

| LINE TABLE |               |         |
|------------|---------------|---------|
| LINE       | BEARING       | LENGTH  |
| L1         | N0° 18' 25"E  | 120.00' |
| L2         | S89° 59' 41"E | 55.00'  |
| L3         | S0° 18' 25"W  | 29.00'  |
| L4         | S44° 50' 40"E | 28.21'  |
| L5         | S0° 00' 19"W  | 6.00'   |
| L6         | S0° 18' 21"W  | 65.00'  |

### LEGEND

|           |                                    |
|-----------|------------------------------------|
| ⊠         | FOUND BRASS CAP IN HANDHOLE (BCHH) |
| ●         | FOUND AS NOTED                     |
| ○         | SET 1/2" REBAR W/CAP RLS 54333     |
| ~         | BREAKLINE                          |
| BK        | BOOK                               |
| PG        | PAGE                               |
| MCR       | MARICOPA COUNTY RECORDS            |
| R/W       | RIGHT-OF-WAY                       |
| COR.      | CORNER                             |
| SEC.      | SECTION                            |
| RLS       | REGISTERED LAND SURVEYOR           |
| —         | RIGHT-OF-WAY LINE DEDICATED        |
| ---       | ADJOINING BOUNDARY LINE            |
| - - -     | EASEMENT LINE                      |
| - . - . - | CENTERLINE                         |

### GRAPHIC SCALE



1 inch = 60 ft.

N. CITRUS ROAD

N0°00'23"E 2641.52' (R)  
N0°18'25"E 2541.62' (M)

1941.61'

WEST LINE OF THE SW 1/4, OF SEC. 23, T2N, R2W

580.01'

33' R/W  
BK 51, PG 23, MCR  
BK 17, PG 28, MCR

87' APS ELECTRIC TRANSMISSION LINES  
AND R/W EASEMENT 2005-1159857, MCR

71' R/W  
DEDICATED HEREON

S89°59'41"E 319.40'

65' R/W  
BK 1594, PG 50, MCR

33' R/W  
BK 51, PG 23, MCR  
BK 17, PG 28, MCR

N89°59'41"W 1659.79'  
1329.78'

S89°42'17"W 2639.84' (R1)  
N89°59'41"W 2639.84' (M&R)  
(BASIS OF BEARING)

W. INDIAN SCHOOL ROAD

LOT 1,  
"PHX70 PV303"  
BK 1594, PG 50, MCR

N89°42'17"E 1329.78' (R1)  
S89°59'41"E 1329.78' (C)

PROPOSED  
TEMPORARY DRAINAGE  
EASEMENT TO BE  
DEDICATED BY  
SEPARATE INSTRUMENT

32' SEWER ESMT.  
2010-0113804

S0°18'25"W 700.01' (C)  
S0°00'23"W 700.01' (R1)

65' R/W  
DEDICATED HEREON

32' SEWER ESMT.  
2010-0113803

PROPOSED  
TEMPORARY DRAINAGE  
EASEMENT TO BE  
DEDICATED BY  
SEPARATE INSTRUMENT

S89°59'41"E 330.01'

65' R/W  
BK 1594, PG 50, MCR

330.01'

10' PUBLIC UTILITY ESMT.  
BK 1737, PG 42, MCR

65' R/W  
BK 1737, PG 42, MCR

LOT 1,  
"MAJESTIC 303 MLD"  
BK 1737, PG 42, MCR

1317.97' (C)  
S0°18'21"W 1382.97' (C)  
S0°00'23"W 1382.97' (R2)

N57°57'22"E 200.85' (R2)  
N58°15'31"E 200.86' (C)

N52°59'36"E 200.97' (R2)  
N52°57'02"E 200.97' (C)

456.17'

FOUND BCHH,  
SW COR., SEC.  
23, T2N, R2W  
(POINT OF  
BEGINNING)

S 1/4 CORNER  
SEC. 23, T2N, R2W  
FOUND 1/2" REBAR, 0.6'  
DOWN, LOCATED WITHIN A  
NEWLY CONSTRUCTED ROAD  
MEDIAN. PREVIOUSLY FOUND  
BRASS CAP FLUSH, PER BK  
1594, PG 50, MCR



GILBERT LAND SURVEYING, PLC  
4361 S. Squires Lane, Gilbert, Arizona 85297  
Phone: (480) 275-8020

### MAP OF DEDICATION OF "INDIAN SCHOOL ROAD"

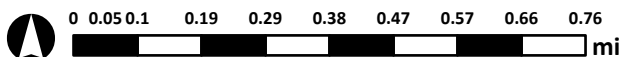
LOCATED IN A PORTION OF THE SOUTHWEST  
QUARTER OF SECTION 23, TOWNSHIP 2 NORTH,  
RANGE 2 WEST, OF THE GILA AND SALT RIVER  
BASE AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA

|                   |                 |              |                     |                |
|-------------------|-----------------|--------------|---------------------|----------------|
| DATE:<br>02/28/24 | FIELD:<br>RK/RG | DRAWN:<br>RG | JOB NO.:<br>23-0802 | SHEET:<br>20F2 |
|-------------------|-----------------|--------------|---------------------|----------------|

# Aerial Photo



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



Author:

Date Created: 2/29/2024

Data Source: City of Goodyear

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



ITEM #: 11.  
DATE: 03/04/2024  
AI #:1885



## CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVE AN AMENDMENT TO THE MULTI-PARTY AGREEMENT FOR BRINE DISPOSAL**

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

---

### SUMMARY

Amend the Multi-Party Agreement between Arizona Public Service Company (APS), the City of Goodyear, and the City of Buckeye to accept Municipal Brackish Water (Brine) into the Palo Verde Nuclear Generating Stations (PVGS) water reclamation supply system pipeline to incorporate additional work, create a new capital improvement project (61015), and approve related budget transfer and expenditure.

### STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource  
Management



Economic  
Vitality

### RECOMMENDATION

Approve the first amendment to the agreement to accept Municipal Brackish Water between APS, Goodyear, and Buckeye, create a new capital improvement project (61015), and approve related budget transfer of \$15,000,000 and expenditure authority of \$2,650,000. (Barbara Chappell, Water Services Director)

### FISCAL IMPACT

The Brine Disposal project (60034) was approved in the FY2022 Capital Improvement Program with a total project budget of \$31,000,000 including \$1,000,000 in FY2022 to complete a pilot test and design of improvements necessary for PVGS to accept brackish water into its water reclamation supply system. The project included the design and construction of dedicated pipelines from the city's two reverse osmosis (RO) facilities to the PVGS pipeline. Project 60034 is funded utilizing \$31,000,000 in wastewater operational funds and wastewater bonds. This action will create a new CIP project (61015) that clearly separates the work necessary for PVGS from the pipeline projects work currently being managed by the city under CIP 60034. From a total project basis, no additional funds are being requested.



|                                                                             | Original<br>Budget | Changes      | Amended<br>Budget |
|-----------------------------------------------------------------------------|--------------------|--------------|-------------------|
| Project 60034 – Brine Disposal Project - Pipeline                           | 31,000,000         | (15,500,000) | 15,500,000        |
| Project 61015 – Palo Verde Nuclear Power<br>Generating Station Improvements |                    | 15,500,000   | 15,500,000        |
| Total Amount:                                                               | 31,000,000         | 0            | 31,000,000        |

Staff is requesting expenditure authority in the amount of \$2,650,000 to complete the additional scope items defined in the Amended Agreement.

## **BACKGROUND AND PREVIOUS ACTIONS**

On July 18, 2022, the city council approved a multi-party agreement between APS, Goodyear, and Buckeye to accept brine into PVGS' water reclamation supply system (WRSS) pipeline. The Agreement provided for an enhanced evaporation pilot test and development of infrastructure needed to allow Goodyear and Buckeye to deliver brine to the PVGS while mitigating the impacts of the poor-quality water. This work is referred to as the "PVGS Work."

After the July 18, 2022, Council meeting, APS received comments with requested changes from their owners, staff reviewed the proposed changes, and concluded that they did not modify the intent of the terms of the agreement as reflected in the Council Action Report presented to Council on July 18, 2022. Council approved the modifications to the Agreement on August 29, 2022.

## **STAFF ANALYSIS**

### **ANALYSIS OF AMENDMENT**

The work under the current Agreement has reached a point where the city is ready to begin work on the pipelines that will allow the city to deliver brine flow to the WRSS pipeline (the "Pipeline Project"). The city will be constructing the actual pipelines to the WRSS pipeline and that will connect the Bullard Water Campus to the WRSS pipeline, but APS has to design and construct the ultimate tie-in to the WRSS pipeline.

The proposed amendment incorporates the design and construction of the tie ins for the pipeline the city will be constructing, to the WRSS pipeline. The cost of this work is the sole responsibility of the city. The proposed amendment also includes additional design work and procurement of long lead time items that will be needed once the Brine Project becomes operational. This work is part of the PVGS Work and the costs of this work is shared equally between Buckeye and the city.

The inclusion of the Goodyear Tie-In Work and the additional work described above requires a modification to various provisions in the Agreement, including Attachment A, which provides the Estimated Costs of the PVGS Work and the Goodyear Tie-In Work. The Estimated Costs of the PVGS Work is split between the work that has been completed and paid for and the work that remains to be completed.

The Agreement included a maximum amount of \$2,000,000 that could be charged for the work under the agreement. The maximum amount was intended to identify the maximum exposure if either party dropped out of the agreement. Given the work that has been completed under the original scope and the additional work that is being added at Goodyear's request,

Buckeye's maximum amount was reduced to \$1,722,867 and Goodyear's maximum amount was increased to \$3,000,000 to account for the cost of the additional work for which Goodyear is solely responsible.

## **CREATION OF NEW CAPITAL IMPROVEMENT PROJECT REQUEST**

The Brine Disposal Project and Pipeline CIP (60034) was approved in the FY2022 Capital Improvement Program with a total project budget of \$31,000,000. This CIP project included the costs of the Pipeline Project and the APS Brine Disposal Project. The creation of the new CIP is being requested to separate the APS Brine Disposal Project from the Pipeline Work.

If this item is approved, the existing CIP (60034) will include only the Pipeline Project and, the budget for the CIP (60034) will be reduced from \$31,000,000 to \$15,500,000. The new CIP (61015) will include only the APS Brine Project and, the budget for it will be \$15,500,000. Although there is no change in the budget for the initial combined project, separating the work into two different CIPs is warranted because they are managed separately, with the APS Brine Disposal Project being managed and delivered by APS and the Pipeline Work being managed and delivered by city staff. The separation will allow staff to clearly document the portions of the budget for each project.

## **BUDGET TRANSFER REQUEST**

To split CIP 60034 – Brine Disposal Project - Pipeline into the two CIPs, staff is requesting council approve a budget transfer, transferring \$15,500,000 from the budget for CIP 60034 to CIP 61015 (the APS Brine Disposal Project).

## **EXPENDITURE AUTHORITY**

In FY2022 Council previously approved a capital expenditure of \$1,000,000 for CIP 60034, which included the APS Brine Disposal Project and the Pipeline Project. Staff is asking Council to approve expenditure authority in the amount of \$2,650,000 for CIP 61015 (the APS Brine Disposal Project), which is needed for the costs of the remaining work under the APS Agreement as amended.

---

### **Attachments**

Amendment for Expanded Pre-Operational Activities

**First Amendment to the Agreement  
Regarding Collaborative Efforts to Accept Municipal Brackish Water  
into the Water Reclamation Supply System Pipeline**

This First Amendment to the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline (the "First Amendment") is entered between Arizona Public Service Company, an Arizona corporation ("APS"), in its capacity as co-owner and operating agent for Palo Verde Generating Station ("PVGS"), the City of Goodyear ("Goodyear"), a municipal corporation formed under the laws of the state of Arizona, and the City of Buckeye ("Buckeye"), a municipal corporation formed under the laws of the state of Arizona (collectively, APS, Goodyear, and Buckeye are referred to hereafter as the "Parties").

**Whereas,** the Parties entered into that certain Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline in August 2022 (the "Agreement").

**Whereas,** the Parties desire to complete additional pre-operational activities as a part of the Agreement prior to entering agreements to incorporate construction costs for the project and a long-term operational agreement contemplated in the Agreement. These additional pre-operational activities either require system outages or involve material challenges that require an amendment to the Agreement.

**Therefore,** in accordance with the provisions of Section 13 of the Agreement and in reliance on the commitments and obligations set forth herein, the Parties agree to amend the Agreement as follows:

- (1) Section 1 of the Agreement is hereby amended by adding the following subsection (d):
  - d. Construction: APS will provide or procure construction services to support the Work described in Attachment C (Additional Scope of Work), as applicable.
- (2) Section 2 (Design Development) of the Agreement is hereby amended by adding subsection (g) as follows:
  - g. Additional Scope of Work as set forth in Attachment C ("Additional Scope of Work"), which is attached hereto and incorporated herein by this reference.
- (3) Section 3 (Payment of Invoices) of the Agreement is hereby amended to read as follows:
  3. Payment of Invoices. APS shall invoice the Municipalities for the actual cost of the Work as it is incurred. The invoice shall split the costs between the Municipalities

equally unless otherwise provided in this Agreement. Notwithstanding the foregoing, if either Buckeye or Goodyear terminates its participation in this Agreement pursuant to Section 11, APS shall invoice the remaining Municipal Party 100 % of the actual cost of the Work performed after the termination. The Parties agree that the Terms and Conditions provided below shall govern the performance of any and all Work, cost reimbursement, payment, or other activities contemplated or governed by this Agreement.

- (4) Subsection (a) of Section 8 (Price and Payment) of the Agreement is hereby amended to read as follows:

(a) As long as they are Parties to this Agreement, the Municipalities are jointly and severally liable for reimbursing APS the full costs incurred by APS under this Agreement. APS represents that it will not accept double recovery for any of the Work performed under this Agreement. Except as otherwise provided in the Agreement, the Municipalities will each pay 50% of the actual cost of the Work. As set forth on Table D, Attachment A, the total cost of the Work under this Agreement shall not exceed \$1,722,867 for Buckeye. The total cost of the Work under this Agreement shall not exceed \$3,000,000 for Goodyear. In the case that the total cost of Work is expected to exceed either \$3,000,000 for Goodyear or \$1,722,867 for Buckeye, the Parties may negotiate an amendment to the Agreement pursuant to Section 13.

- (5) Subsection (b) of Section 8 (Price and Payment), is hereby amended to read as follows:

(b) Estimated Price of Goods and Services. Price estimates are provided in Attachment A, and the total cost of the Work under the Agreement is estimated to be \$ 3,072,034.

- (6) Subsection (c) of Section 8 (Price and Payment) is hereby amended to read:

(c) Invoicing. APS shall invoice Goodyear for the full costs of the Work described in Section 1 and 2 of Attachment C (Additional Scope of Work). For all other Work performed under the Agreement, APS shall submit invoices to the Municipalities billing each Municipal Party 50% of the cost of the Work performed. Such invoices shall contain: (A) a reference to this Agreement; (B) a description of the goods and services covered by the invoice; and (C) any reasonable documentation including, but not limited to, invoices provided to APS by the Service Provider. Invoices must be submitted to:

City of Goodyear  
Accounts Payable  
1900 No. Civic Square  
Goodyear, AZ 85395

City of Buckeye  
Water Resources Accounts Payable  
21749 W. Yuma Road, Suite 107  
Buckeye, AZ 85326

- (7) To correct a scrivener's error, the Agreement is hereby amended as follows to correct the section numbers and headings:

Section 11 (Termination) is hereby inserted following paragraph b in Section 10 (New Intellectual Property).

The current Section 11 (Designated Representative and Notice) is renumbered as Section 12 (Designated Representative and Notice).

The current Section 12 (Entire Agreement, Amendments) is renumbered as Section 13 (Entire Agreement, Amendments).

The current Section 13 (Indemnification) is renumbered as Section 14 (Indemnification).

The current Section 14 (Miscellaneous) is renumbered as Section 15 (Miscellaneous)

- (8) Section 13 (Entire Agreement, Amendments) (formerly Section 12) is hereby amended to read as follows: :

13. Entire Agreement, Amendments:

Except as otherwise stated herein, this Agreement constitutes the entire agreement of the Parties with respect to its subject matter, supersedes all prior agreements, and may not be amended except in writing signed by an authorized representative of each Party. Also incorporated by reference herein are the following attachments:

- Attachment A (Estimated Costs)
- Attachment B (Confidentiality & Non-Disclosure Agreement)
- Attachment C (Additional Scope of Work)

- (9) Attachment A to the Agreement (Estimated Costs) is deleted in its entirety and replaced with the Revised Attachment A to the Agreement (Estimated Costs) attached hereto and incorporated herein by this reference.

The Agreement is hereby amended to add Attachment C (Additional Scope of Work) to the Agreement, which is hereby incorporated herein by this reference.

- (10) Section 15 (Miscellaneous) (formerly Section 14) is hereby amended to add the following:

n. Headings. The section headings contained in the Agreement and the amendments thereto are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement or any amendments thereto.

- (11) The Effective Date of this Amendment is the date on which the Amendment is executed by the last of the Parties.

- (12) This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

- (13) No modification to this Amendment shall be binding unless in writing and executed by all of the Parties hereto. Except as provided herein, all other terms and conditions of the Agreement shall remain in full force and effect. This Amendment has been executed by an authorized representative of the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be duly executed and delivered as of the Effective Date.

**ARIZONA PUBLIC SERVICE COMPANY**

\_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**CITY OF GOODYEAR**

\_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

|                                                                                               |                                                                                                           |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <b>ATTEST:</b><br><b>CITY OF GOODYEAR</b><br><br>_____<br><b>Darcie McCracken, City Clerk</b> | <b>APPROVED AS TO FORM:</b><br><b>CITY OF GOODYEAR</b><br><br>_____<br><b>Roric Massey, City Attorney</b> |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|

**CITY OF BUCKEYE**

\_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

|                                                                                         |                                                                                                          |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>ATTEST:</b><br><b>CITY OF BUCKEYE</b><br><br>_____<br><b>Lucinda Aja, City Clerk</b> | <b>APPROVED AS TO FORM:</b><br><b>CITY OF GOODYEAR</b><br><br>_____<br><b>Scott McCoy, City Attorney</b> |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|



**"ATTACHMENT A"  
TO  
AGREEMENT  
ESTIMATED COSTS**

The total expected expenditure by both parties is \$3,072,034. This is the sum of Table A and the expected costs of Table B and Table C (including 25% contingency on both) below.

Table A: Approximate Shared Costs Incurred and Previously Reimbursed Through January 1, 2024

| Item                             | Entity              | Costs      |
|----------------------------------|---------------------|------------|
| Conceptual Designs               | WaterWorks          | \$ 253,000 |
| Project Management & Engineering | Internal            | \$ 59,500  |
| Pilot Test (equipment)           | Minetek             | \$ 546,034 |
| Pilot Test (installation)        | Tiffany             | \$ 36,450  |
| Survey/analysis airborne release | Trinity Consultants | \$ 7,900   |
| Permitting Costs (Pilot)         | APS + County        | \$ 7,600   |
| Permitting Consultant (Pilot)    | Trinity Consultants | \$ 36,850  |
| Pond Samples                     | APS                 | \$ 1,000   |
|                                  |                     |            |
| Total                            |                     | \$ 948,334 |

Table B: Shared Estimated Costs After January 1, 2024 (and prior to a final construction and operating agreement, anticipated August 2024)

| Item                             | Probable Entity   | 2024 Pre-Operational Estimated Costs |
|----------------------------------|-------------------|--------------------------------------|
| Redhawk Return Line (RRL) Design | Burns & McDonnell | \$ 250,000                           |
| RRL Advance Procurement          | Burns & McDonnell | \$ 400,000                           |
| Title V Permit Consulting        | TBD               | \$ 85,000                            |
| Title V Permit Fees              | Maricopa County   | \$ 101,200                           |
| Title V Staffing                 | APS               | \$ 60,000                            |
| NRC Environmental Plan           | APS & NRC Fees    | \$ 90,000                            |
| APP Revision                     | APS & State       | \$ 12,500                            |
| Contingency (25%)                |                   | \$ 250,000                           |
|                                  |                   |                                      |
| Total                            |                   | \$ 1,248,700                         |

Table C: Costs Relating to Appendix C (Additional Scope of Work), Sections 1 and 2 (Goodyear Only)

| Item                                      | Probable Entity | 2024 Pre-Operational<br>Estimated Costs |
|-------------------------------------------|-----------------|-----------------------------------------|
| Site 12 & Bullard Tie-in Design Documents | WaterWorks      | \$ 150,000                              |
| Site 12 Construction                      | TBD             | \$ 450,000                              |
| Redhawk Temporary Compensatory Measures   | APS             | \$ 100,000                              |
| Contingency (25%)                         |                 | \$ 175,000                              |
|                                           |                 |                                         |
| Total                                     |                 | \$ 875,000                              |

Table D: Total Estimated Potential Reimbursable Costs (certain future costs appear in full in both columns in case one municipality exits the agreement early, in accordance with Section 8(a) this Agreement)

| Item                                                                                | Goodyear's<br>Estimated<br>Reimbursable Costs | Buckeye's<br>Estimated<br>Reimbursable<br>Costs |
|-------------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------------------|
| Costs incurred through January 1, 2024 (Table A)*                                   | \$ 474,167                                    | \$ 474,167                                      |
| Shared Estimated Costs After January 1, 2024 (Table B)                              | \$ 1,248,700                                  | \$ 1,248,700                                    |
| Costs relating to Appendix C (Additional Scope of Work), Sections 1 and 2 (Table C) | \$ 875,000                                    |                                                 |
|                                                                                     |                                               |                                                 |
| Total                                                                               | \$ 2,597,867                                  | \$ 1,722,867                                    |

\*Goodyear and Buckeye have reimbursed the costs incurred through January 1, 2024, on a 50/50 basis. Accordingly, only half of the total costs are reflected here for each entity.

**"ATTACHMENT C"**  
**TO**  
**AGREEMENT**

**Additional Scope of Work**

This Attachment provides an additional scope of work that is necessary to preserve the timeline and scope of the long-term agreement referenced within this Agreement.

1. Final design and construction of the Goodyear system tie in with the WRSS. The tie in will connect the Goodyear's Site 12 facility at a WRSS location near Cotton Lane in Goodyear during April 2024.
2. Final design and long lead time procurement for modification of the existing interface between the WRSS and Goodyear's Bullard Campus. The construction work associated with this Section 2 is anticipated to be completed in October 2024 and will be addressed under a future agreement between the Parties.
3. Continued detailed design of, and long lead time procurement for, the Redhawk to Palo Verde pipeline, which is necessary to support the continued operation of Redhawk after the introduction of Brackish Water to the WRSS. The pipeline will be used to transport excess cooling tower blowdown water from Redhawk to the Palo Verde reservoirs for reuse in the Palo Verde cooling tower system.

ITEM #: 12.  
DATE: 03/04/2024  
AI #:1917



## CITY COUNCIL ACTION REPORT

**SUBJECT: MODIFICATION TO THE CITY'S DESIGNATION OF ASSURED WATER SUPPLY**

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

---

### SUMMARY

The City of Goodyear (the "City") seeks to submit to the Arizona Department of Water Resources ("ADWR") an application to modify its current Designation of Assured Water Supply ("DAWS"). Modification to the DAWS will identify water resources now available to the City for current and future water demands for the next ten years.

City Council approval is required by ADWR as part of the process to modify the DAWS.

### STRATEGIC PLAN ALIGNMENT



Quality of Life



Economic  
Vitality

### RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2391 AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE ARIZONA DEPARTMENT OF WATER RESOURCES REQUESTING A MODIFICATION OF THE CITY'S DESIGNATION OF ASSURED WATER SUPPLY. (Barbara Chappell, Water Services Director)

### FISCAL IMPACT

There is no fiscal impact.

### BACKGROUND AND PREVIOUS ACTIONS

Under Arizona State law adopted under the 1980 Arizona Groundwater Management Act, designated water providers, which include municipal water providers, within the Phoenix Active Management Area must prove they have a 100-year assured water supply that will meet current, committed, and projected water needs. The DAWS required by ADWR must prove that there is the physical, continuous, and legal availability of water supplies for 100 years. The DAWS must also prove that the designated provider has the financial capabilities to expand its water system to meet committed and projected needs and the ability to treat the

water to drinking water standards. Under Arizona Administration Code R12-15-711 a designated water provider must reapply for its designation of assured water supplies minimally every fifteen (15) years. However, because of the uncertainty of the availability of Colorado River water and possible federal intervention on the allocation of future Colorado River water supplies, ADWR has stated the City will need to review their DAWS within ten (10) years.

With the rapid growth in population the City has experienced over the past few years and projected future growth, the City is working to modify its DAWS. The City's modification of its current DAWS will recognize new water supplies that were not previously recognized by ADWR.

Within the City's 2016 Decision & Order, the ADWR recognized less than half of the City's total Central Arizona Project (CAP) water supplies because the City was unable to physically access the water supplies and therefore the CAP water supplies were not considered continuously available as defined under Arizona Administration Code R12-15-717. The City now has the ability to take delivery of the CAP water supplies with the newly constructed surface water treatment facility and Water Delivery Agreement with Salt River Project. This additional quantity of CAP water will be added to the City's DAWS.

Also, within the City's 2016 Decision & Order, only 274-acre feet of physically available groundwater within the Rainbow Valley sub-basin was recognized in the City's water portfolio by ADWR. A groundwater model was created of the Rainbow Valley sub-basin to quantify the total volume of groundwater that would be physically, continuously, and legally available to the City for 100 years. Demonstrating the groundwater availability to ADWR will allow the volume of water to be included within the City's water portfolio and provide flexibility towards timing of when future water supplies will be necessary to be transported into Rainbow Valley.

## **STAFF ANALYSIS**

The City of Goodyear is experiencing rapid growth and development which requires a modification to the City's DAWS. Modification of the City's current DAWS will identify and demonstrate adequate water supplies to support the demands of the City's existing and planned water users, as well as comply with the state's water management regulations. This modification of DAWS will ensure the long-term sustainability of the City's water supplies.

---

## **Attachments**

RESOLUTION 2024-2391

## **RESOLUTION NO. 2024-2391**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE ARIZONA DEPARTMENT OF WATER RESOURCES REQUESTING A MODIFICATION OF THE CITY'S DESIGNATION OF ASSURED WATER SUPPLY.

WHEREAS, the City of Goodyear (the "City") has received a Designation of Assured Water Supply (the "Designation") from the Arizona Department of Water Resources; and

WHEREAS, the City of Goodyear was granted a Designation by the Arizona Department of Water Resources ("ADWR") in 1997; obtained a modification in 2002; obtained a modification in 2008; obtained a modification in 2010 and obtained a modification in 2016; and

WHEREAS, the Designation is critical and essential for supporting existing, committed, and projected new development within the City; and

WHEREAS, Arizona Administrative Code R12-15-711 permits a municipality to apply for a modification of its Designation; and

WHEREAS, The City is experiencing rapid growth and development, which requires adequate and reliable water supplies, and

WHEREAS, ADWR did not include the City's total directly delivered Central Arizona Project ("CAP") water supplies in the 2016 modification of Designation because the City did not have the physical access to the CAP water supplies at that time; and

WHEREAS, The City has constructed infrastructure to receive direct delivery of the CAP water supplies with the newly constructed surface water treatment facility; and

WHEREAS, the City intends to modify the Designation to extend both the Designation term and update the volume of water included in the Designation in response to growth within the City.

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

**SECTION 1.** That the submittal of an application to the Arizona Department of Water Resources to modify the City's Designation of Assured Water Supply is hereby approved.

**SECTION 2.** The City Manager or her designee is hereby authorized to execute and submit to the Arizona Department of Water Resources, an application to modify the City of Goodyear's Designation of Assured Water Supply.

**SECTION 3.** The City Manager or her designee or the Water Services Director is hereby authorized to sign any and all documents associated with the modification of the City's Designation of Assured Water Supply and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 4. Resolution 2024-2391 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

ITEM #: 13.  
DATE: 03/04/2024  
AI #:1893



## CITY COUNCIL ACTION REPORT

**SUBJECT: FY2024 PAVEMENT MANAGEMENT PROJECTS**

**STAFF PRESENTER(S):** Brian Harvel, Streets Superintendent

---

### SUMMARY

To gain City Council approval of expenditures up to \$6,353,728 for FY2024 pavement management projects.

### STRATEGIC PLAN ALIGNMENT



Fiscal Resource  
Management

### RECOMMENDATION

Approve expenditures in the amount of \$6,353,728 to complete FY2024 pavement management projects in various locations throughout the city. (Brian Harvel, Streets Superintendent)

### FISCAL IMPACT

The FY2024 pavement management program budget includes \$3,697,228 in Arizona Highway User Revenue Fund (HURF) and General Funds in the Public Works Operating budget as well as \$2,656,500 in one-time Capital Improvement Program (CIP) funding. The CIP funding is specifically for the reconstruction of asphalt roadways in the Historic Goodyear community. Identified in Table 1 are the FY2024 pavement management projects categorized by type of pavement treatment and the budget associated with each project type.

**Table 1: FY2024 Pavement Management Projects**

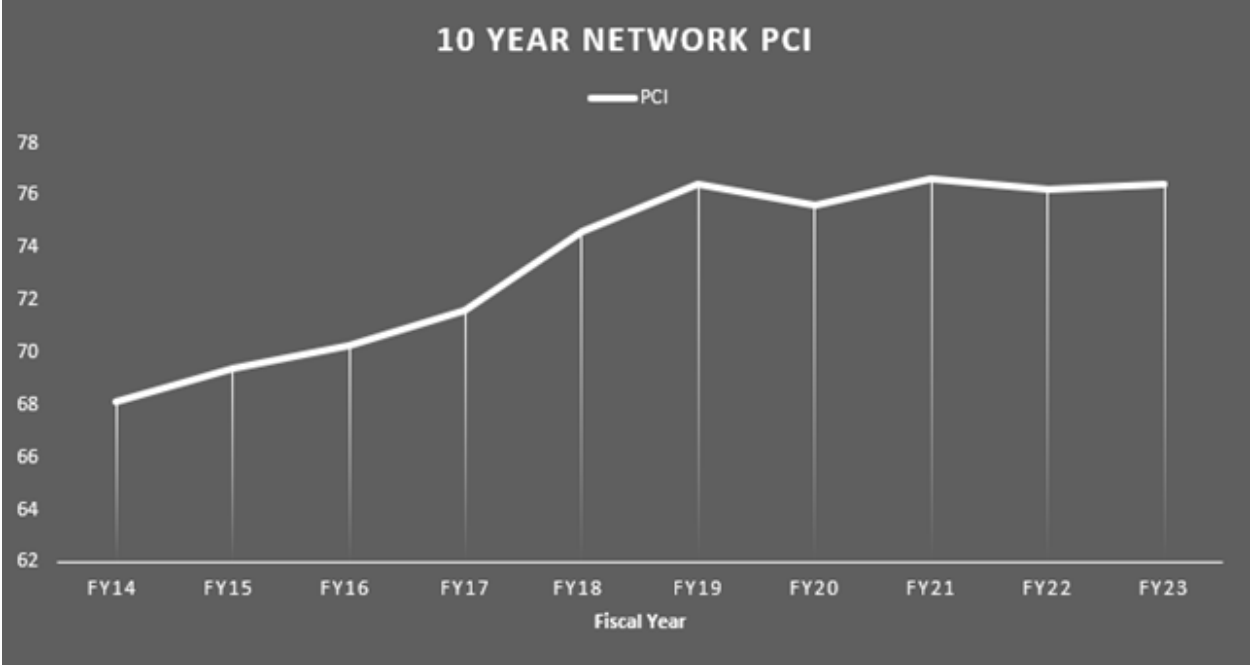
| Item                       | TOTAL              |
|----------------------------|--------------------|
| Slurry Seal                | \$1,316,418        |
| Micro Seal                 | \$1,862,395        |
| Mill and Overlay           | \$368,415          |
| ADA Ramp Improvements      | \$150,000          |
| CIP Reconstruction Project | \$2,656,500        |
|                            |                    |
| <b>Total</b>               | <b>\$6,353,728</b> |



**BACKGROUND AND PREVIOUS ACTIONS**

In 2014, the City’s average Pavement Condition Index (PCI) was 68.1. PCI measures the condition of the City’s roadways, on a scale of 1 to 100. The 2014 PCI of 68.1 served as a baseline data point as the City invested more resources to improve the condition of the City’s roadways. These steps have seen significant results with the City’s most recent PCI of 76.4 in 2023. Table 2 shows the City’s PCI trends over the past ten years. Most notable is the steady increase in the City’s PCI, and that the PCI has been relatively stable over the last four years. City staff seeks to maintain our average PCI between 76 and 78, and our FY24 pavement management program is focused on this goal, in coordination with the City’s street improvement CIP projects, private development and utility projects, and the continued development of unimproved roads in the city.

**Table 2: 10-Year Pavement Condition Index (PCI) Trends**



**STAFF ANALYSIS**

The projects contained within the proposed FY2024 pavement management program will improve 112 lane-miles of street pavement, which accounts for approximately 10% of the City’s 1,136 lane miles.

A successful and comprehensive pavement maintenance program includes a variety of pavement treatments types, and utilizing the right pavement treatment for the right streets and the right pavement condition. The proposed FY2024 pavement maintenance program includes various pavement preservation treatment types, and a description of each is provided below, followed by a list of roadways or neighborhoods recommended for the designated pavement treatment:

- 1. Slurry Seal** – A product that is commonly used on *residential* roads and is effective at correcting or inhibiting raveling and oxidation of the pavement surface, improving surface friction, sealing the pavement surface, and filling minor surface irregularities up to 0.5 inches deep. Slurry seal typically lasts 5 - 7 years. FY2024 slurry seal projects are scheduled in these neighborhoods:

- Sereno
- Morado
- Covina
- Kinjali
- Artherton Commons
- Calappa
- Palmetto Passage
- Coquito Trails
- Darian Court
- Hesper Knoll
- Trianda Terrace
- Cabada Corners
- Mazari Cove
- Legend
- Avalon North
- Ridgeview Point
- Mesquite Ridge
- Arroyo Vista
- Sonoran Springs
- Saguaro Canyon

**2. Micro-Surfacing** – A product that is commonly used on *arterial and collector* roads and is effective at correcting or inhibiting raveling and oxidation of the pavement surface, improving surface friction, sealing the pavement surface, and filling minor surface irregularities and wheel ruts up to ~1.25 inches deep, even though the overall surface application is ~0.5 inches. Micro-surfacing typically lasts 5 - 7 years. FY2024 micro-surfacing projects are:

- Bullard Ave: Encanto Blvd to Indian School Rd
- Indian School Rd: SR303 to Old Litchfield Rd
- Pebble Creek Pkwy: McDowell Road to Charles Blvd
- Wigwam Blvd: Indian School Rd to Litchfield Rd

**3. Mill and Overlay** – A process in which the first 1.5 inches of pavement is milled off and replaced with 1.5 inches of fresh asphalt. This is commonly used on roads where the surface has deteriorated to a point where other treatments will no longer be effective. This will extend the life of the pavement and reset the treatment process of the roadway. The FY2024 mill and overlay project is:

- Lower Buckeye Pkwy from Cotton Lane to West of 173<sup>rd</sup> Ave.

**4. Residential Asphalt Reconstruction** – This process is the complete removal of the roadway and replacement with new asphalt. This is completed when the asphalt roadway has reached the end of its useful life. This process will restart the pavement life cycle and could last upwards of 30 years with proper pavement preservation. The FY2024 asphalt reconstruction project is:

- Historic Goodyear Pavement Rehabilitation (CIP Project # 60121)

**5. ADA Ramp Improvements** – ADA ramp improvements, located on roadways

receiving treatments that alter the road structure (Micro Seals, Mill and Overlays, Reconstruction) are required for such projects in order to comply with the current federal ADA guidelines. The FY2024 ADA improvements will replace the ramp structures where needed, and/or add truncated domes, depending on the location.

The FY2024 pavement maintenance projects will be completed utilizing existing city contracts with the following companies:

Viasun Corporation  
South West Slurry Seal  
Sunland Asphalt

---

### **Attachments**

FY24 Pavement Management Presentation



**FY2024 Pavement Management Program**

**March 4, 2024**

# FY2024 PAVEMENT MANAGEMENT



## AGENDA

- Pavement Condition Index
- Types of Treatments
- Projects for FY2024
- Recommendation



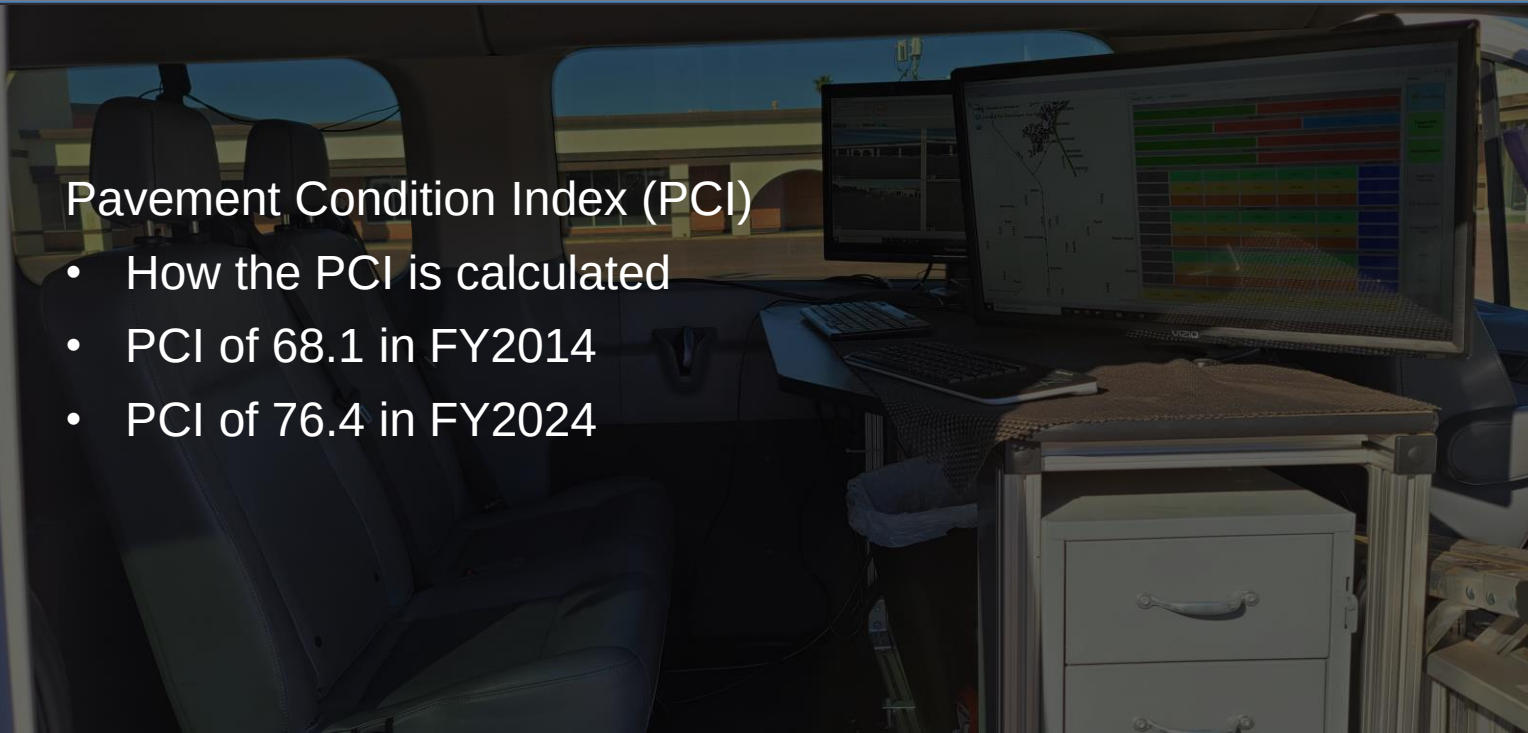
# FY2024 PAVEMENT MANAGEMENT



## PAVEMENT CONDITION INDEX

### Pavement Condition Index (PCI)

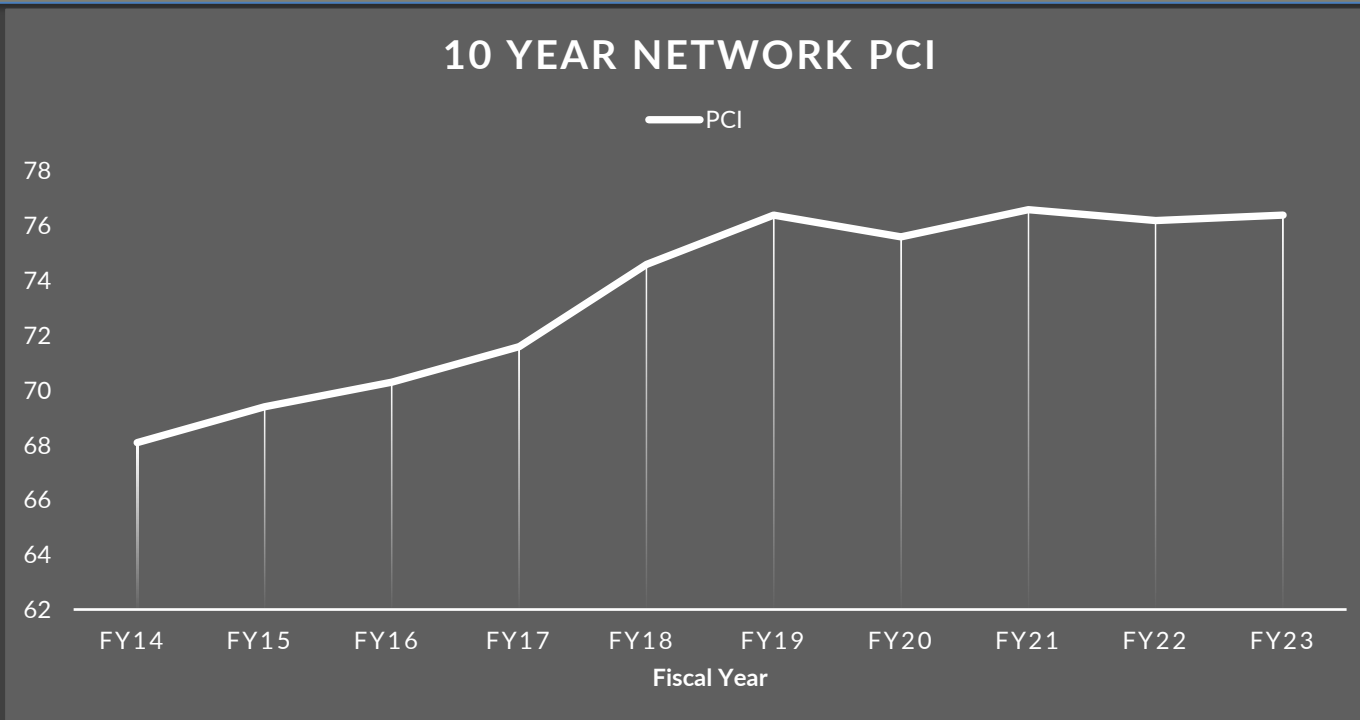
- How the PCI is calculated
- PCI of 68.1 in FY2014
- PCI of 76.4 in FY2024



# PAVEMENT CONDITION INDEX (PCI)



## 10 YEAR NETWORK PCI





# FY2024 PAVEMENT MANAGEMENT



## FY2024 PAVEMENT TREATMENTS

- 112 lane miles
- ~10% of our 1,124 lane miles
- Slurry Seal
- Micro Seal
- Mill and Overlay
- Reconstruction





# FY2024 PAVEMENT MANAGEMENT



## SLURRY SEAL EXAMPLE

### BEFORE TREATMENT



### AFTER TREATMENT



# FY2024 PAVEMENT MANAGEMENT



## MICRO SEAL EXAMPLE

### BEFORE TREATMENT



### AFTER TREATMENT



# FY2024 PAVEMENT MANAGEMENT



## MILL AND OVERLAY EXAMPLE

### MILLING



Step 1

### OVERLAY



Step 2

# FY2024 PAVEMENT MANAGEMENT



## RECONSTRUCTION EXAMPLE

BEFORE TREATMENT



AFTER TREATMENT





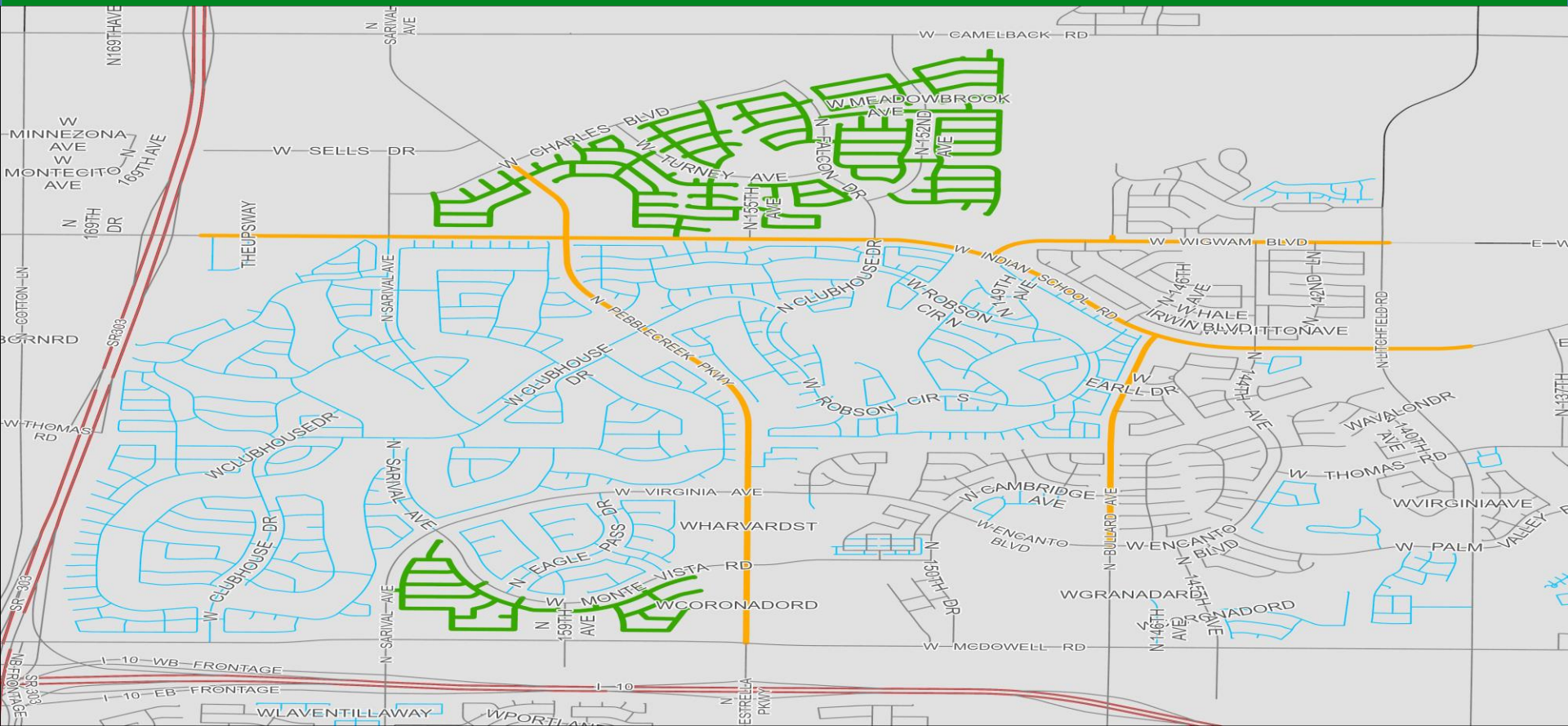
# ADA Improvements

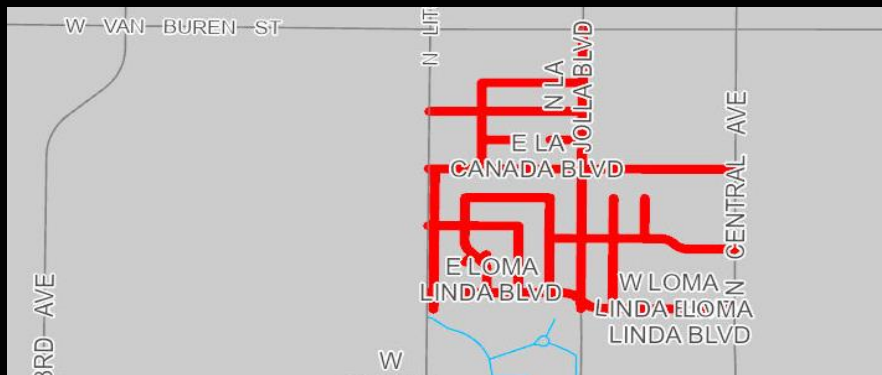


## EXAMPLES



# FY2024 PROJECT MAP – NORTH

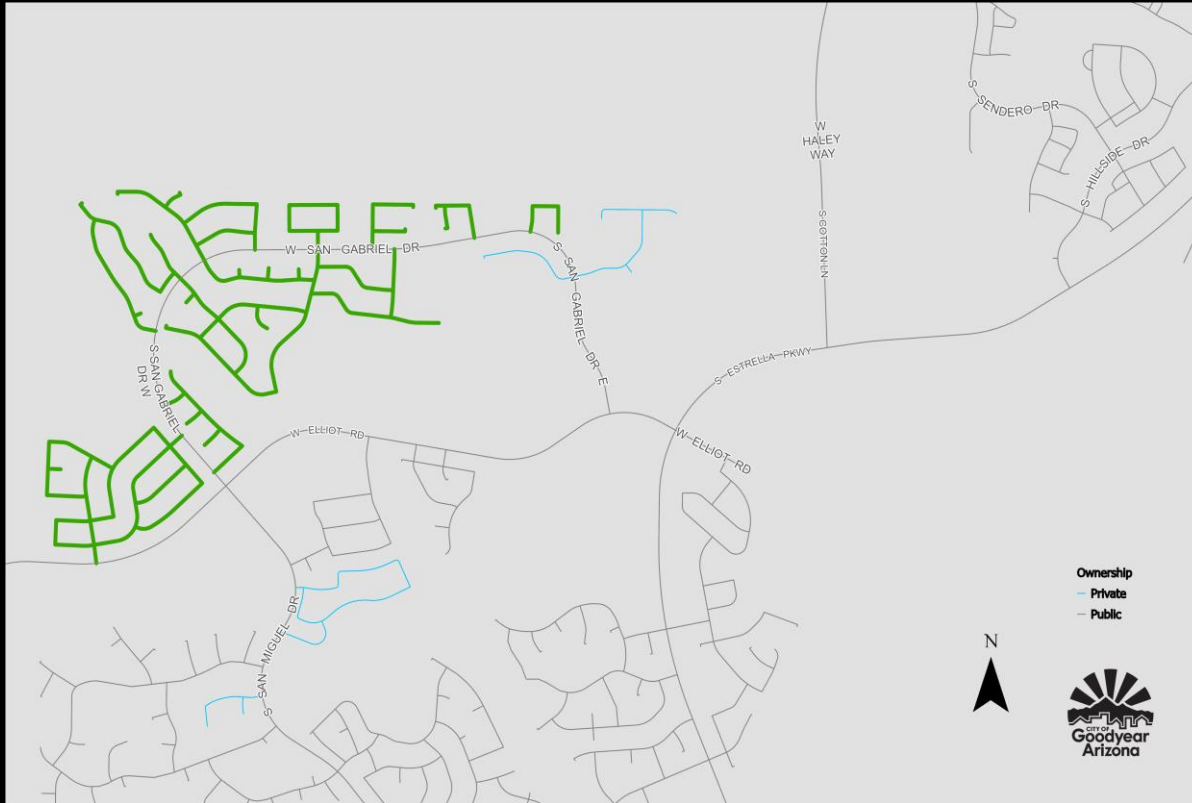




- **W LOWER BUCKEYE RD**

- **HISTORIC GOODYEAR**

# FY2024 PROJECT MAP – SOUTH SLURRY SEAL



Ownership  
— Private  
— Public



## SLURRY SEAL

**EMR – South of the River**



# COST SUMMARY



|                                     |                           |
|-------------------------------------|---------------------------|
| Slurry Seal                         | \$1,316,418               |
| Micro Seal                          | \$1,862,395               |
| Mill and Overlay                    | \$368,415                 |
| ADA Ramp Improvements               | \$150,000                 |
| <u>Reconstruction (CIP)</u>         | <u>\$2,656,500</u>        |
| <u><b>FY2024 Project Total:</b></u> | <u><b>\$6,353,728</b></u> |

# RECOMMENDATION



**Recommend approval to expend \$6,353,728 to complete  
FY2024 pavement management projects**